

**Veritas Business Critical Services – Cleared Support Services
(Assigned) Cleared Support Engineer
Terms and Conditions**

This document (the “Certificate”) is a legal agreement between the end user (“Licensee”) and Veritas Technologies LLC and/or its affiliates or subsidiaries (“Veritas”). This Certificate and the rights granted herein apply to Eligible Software (as defined below) for which Licensee has purchased Cleared Support Services-Cleared Support Engineer (Assigned) (“CSS-CSE Services”). This Certificate applies to the products and/or services identified on the front of this Certificate (or if not on the face of this Certificate then in the entitlement details page of Licensee’s account within the Veritas Licensing Management portal).

IF LICENSEE DOES NOT AGREE TO THESE TERMS, THEN VERITAS IS UNABLE TO PROVIDE CSS-CSE SERVICES TO LICENSEE. DELIVERY OF THIS CERTIFICATE IS PROVIDED TO CONFIRM LICENSEE’S RECEIPT OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

I. **CSS-CSE Services:** Commencing on the issue date, Veritas will provide to Licensee CSS-CSE (Assigned) Services for the Product Group/Groups (as defined below) purchased for the period purchased (“Term”).

- **CSS-CSE Services.** A prerequisite for CSS-CSE Services is the purchase of the Cleared Support Services – Verified Support Offering (CSS-VS Services). All terms and conditions of the CSS-VS Services Certificate are hereby incorporated by reference. CSS-CSE Services consists of (i) access to an identified Assigned CSE for remote technical support for Severity 1 and Severity 2 cases; (ii) availability of such Assigned CSE for onsite support of Severity 1 and Severity 2 Cases as required in Veritas’ reasonable discretion to expedite resolution of a specific case. The CSS-CSE Services offering is provided during regional business hours, with after hours sustaining support as reasonably necessary. Regardless of the location of Licensee’s three (3) Supported Datacenters identified under the CSS-VS Services Certificate, CSS-CSE Services are only available for those Supported Data Centers located within a fifty (50) mile radius of Washington, DC, measured from the physical address of the U.S. Capitol building.

Product Group. The following URL <http://go.veritas.com/cleared-support-services> lists, by Product Group, the Eligible Software covered under CSS-CSE Services. Licensee acknowledges that CSS-CSE Services only apply to Eligible Software under the specific Product Group for which Licensee has purchased CSS-CSE Services and that the list of Software may be revised and updated by Veritas from time to time without notice to Licensee. If an additional title of Veritas software is added to the Product Group list of Eligible Software after the issue date, no additional CSS-CSE Services fee shall apply for coverage of such additional Software provided that Licensee has purchased CSS-CSE Services for the relevant Product Group. However, additional Essential Support fees will be incurred at the then applicable rate.

- **Assigned CSE.** Veritas and Licensee shall mutually agree upon the identity of the Assigned CSE, taking into account Licensee’s requirements for specific security clearance levels, and/or agency clearances. In no event, shall the services performed by the Assigned CSE hereunder exceed eighty (80), eight hour days, over any annual term, as reasonably measured by Veritas.
- **Renewal Term; Fees for Renewal Term.** Unless otherwise terminated, Licensee’s annual subscription for CSS-CSE Services will automatically renew for additional periods of twelve (12) months each (each, a “Renewal Term”), subject to general availability of CSS-CSE Services on Veritas’ then-current price list and subject to Licensee’s satisfaction of all requirements set forth in this Certificate. The CSS-CSE Services fees charged to Licensee or to a Veritas authorized distributor/reseller, as applicable, for each twelve (12) month period of any Renewal Term, shall be the CSS-CSE Services fees for the immediately preceding twelve (12) month period (“Base CSS-CSE Services Fee”) plus an increase not to exceed more than three percent (3%) over the Base CSS-CSE Fee. If Licensee purchases the Renewal Term through a Veritas authorized distributor/reseller, then the amount of fees for Licensee’s Renewal Term and payment terms will be those fees and terms that are separately arranged between Licensee and such distributor/reseller.

II. **Prerequisites for CSS-CSE Services:**

- **Required License Agreement and Maintenance/Support.** Licensee must hold a valid license agreement (“License Agreement”) for each underlying Eligible Software title, have purchased the CSS-VS Services offering for Supported Products, and have a current support agreement for Essential Support for each Eligible Software title. Designated Contacts for CSS-CSE Services shall be those same Designated Contacts established in connection with Essential Support for each Software product title within any Product Group designated by Licensee for coverage hereunder.

- **Payment.** Licensee's right to receive CSS-CSE Services is subject to payment of applicable annual fees for (i) all required CSS-VS Services and Essential Support and (ii) CSS-CSE Services. If Licensee fails to pay CSS-CSE Services fees and such sums due remain unpaid ten (10) days following written notice to Licensee of non-payment, then Veritas shall have the right to suspend or terminate the provision of CSS-CSE Services for the Eligible Software covered hereunder. If Licensee fails to pay for either CSS-VS Services or Essential Support, and such sums due remain unpaid ten (10) days following written notice to Licensee of non-payment, then Veritas shall also have the right to suspend or terminate the provision of CSS-VS Services and Essential Support, and in which case Veritas may also suspend or terminate CSS-CSE Services.

III. **Terms and Conditions:**

- **Support Policies:** The CSS-CSE Services will be provided in accordance with (i) Veritas' Enterprise Technical Support Policy; and (ii) other relevant support policies, any of which may be revised and updated in Veritas from time to time without notice to Licensee. Please refer to <http://go.veritas.com/support-fundamentals> for copies of such policies. Under Veritas' Enterprise Technical Support Policy, support services may be discontinued for a particular version of Software prior to the end date of the Term.
- **Limitations.** Licensee shall have no right to sell, resell, outsource, or otherwise transfer the benefits of CSS-CSE Services to any third party under any circumstances. Licensee shall not assign, delegate, or subcontract any of its rights or obligations under this Certificate absent Veritas' written consent, except to the extent expressly permitted under the License Agreement.
- **Termination.** Licensee's CSS-CSE Services may be terminated (i) by Veritas for Licensee's non-payment of applicable fees; or (ii) automatically upon any termination of the License Agreement or any termination of required Essential Support. Additionally, either Veritas or Licensee may decline to renew the CSS-CSE Services under this Certificate for additional Renewal Terms by providing written notice to the other at least sixty (60) days before the end of the then-current term. No refund will be due for any termination of CSS-CSE Services.
- **Privacy and Data Protection.** For the purpose of providing BCS to Customer pursuant to this Certificate, Veritas will require Customer to supply certain personal information (such as business contact names, business telephone numbers, business e-mail addresses). Customer acknowledges that Veritas is a global organization, and such personal information may be accessible on a global basis by Veritas affiliates, by Veritas partners and subcontractors, including in countries that may have less protective data protection laws than the country in which Customer is located. By providing such personal information, Customer consents to Veritas using, transferring and processing this information on a global basis for the use described above. For any question regarding the use of personal information, Customer may contact Veritas Technologies LLC - Privacy Lead, 500 East Middlefield Road, Mountain View, CA 94043, U.S.A. Email: privacy@veritas.com.

DISCLAIMER OF DAMAGES: WITH RESPECT TO THE CSS-CSE SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL VERITAS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE PROVISION OF SUPPORT SERVICE(S), EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN TOLD SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL VERITAS' LIABILITY EXCEED THE PURCHASE PRICE FOR THE CSS-CSE SERVICES. NOTHING IN THIS CERTIFICATE SHALL EXCLUDE OR LIMIT VERITAS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

INTEGRATION: This Certificate, as supplemented by any relevant terms in the License Agreement not otherwise defined herein, constitutes the entire agreement between this parties pertaining to the subject matter hereof, and, except as otherwise agreed upon in writing by the parties, supersedes any and all prior written or oral agreement with respect to such subject matter.