

Veritas Appliance Support Policy



This Appliance Support Policy (“Policy”) is effective September 3, 2018, and applies on a global basis. This Policy describes the Appliance Support we provide to business customers for their Appliance under a Support Agreement. We reserve the right to amend this Policy periodically, and will post updates at go.veritas.com/support-fundamentals.

Scope: You are entitled to receive Appliance Support during the term of your Support Agreement in the country for which you have purchased Appliance Support, provided that you have a valid Support Agreement in effect for both your Hardware and your Software. Veritas will deliver Appliance Support for your Hardware as described in the Veritas Appliance Support Description, in accordance with the terms of this Policy. We will provide Appliance Support for an Appliance only when used in a Supported Configuration. If you wish to receive Appliance Support, you must have a valid Support Agreement in effect for both your Hardware and your Software. You must purchase the same Support service level for both your Hardware and Software to ensure consistent coverage. Veritas will deliver Support for the Software portion of your Appliance in accordance with your Software support agreement and our Technical Support Policy available at go.veritas.com/support-fundamentals. Capitalized terms when used in this Policy are defined herein, or in your Support Agreement, or the then-current Veritas support services handbook (“Handbook”). Note that the provisions and definitions of your Support Agreement supersede any inconsistent terms in this Policy and our Technical Support Policy.

Language Support: We primarily provide Appliance Support in English. Our worldwide support centers will use commercially reasonable efforts to provide local language support during Regional Business Hours, based on available resources. Please refer to the local language support table posted at go.veritas.com/support-fundamentals for additional information.

Designated Contacts: Your Designated Contacts will be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. Your Designated Contacts must be technically skilled and knowledgeable about the Appliance in order to help resolve system issues and to assist Veritas in analyzing and resolving service requests; otherwise, our ability to provide Appliance Support to you may be impaired, and Veritas may request that you replace the Designated Contact.

Knowledge Sharing: Our online technical support knowledge base is located at <https://www.veritas.com/support/> and includes support-related information that you can use to perform self-help. We also provide information through our community forums at <https://vox.veritas.com/>.

Case Management Activities: You may use the Veritas Support online tool at <https://www.veritas.com/support/> to create, track, update, and close a Case online. Our Handbook includes information to help you understand how we provide our Appliance Support to you. Our Handbook, along with certain reference guides and escalation processes, are located at <http://go.veritas.com/support-fundamentals> and <https://www.veritas.com/support/>. We will use commercially reasonable efforts to manage your Case and address your Problem according to our remote support performance targets given in our Handbook, based on the Severity Level and its complexity, and the support offering purchased. All case management targets and delivery timelines are goals and not commitments, and the actual timing may vary based on the support offering purchased and the country or site where your Appliance is located. You will be responsible for setting the initial Severity Level for your Problem based on the Severity Level definitions in the Handbook. If the seriousness of your Problem changes, we will discuss changing the Severity Level with you. You must provide us with timely responses and any information we may reasonably need to address your Problem. We will take reasonably sufficient steps in a number of ways to address your Problem. Refer to the Handbook for examples of these types of steps. In some cases, we may recommend that we remotely perform diagnostic and troubleshooting activities. To initiate such remote access, we will need your express consent.

On-Site Services: If we dispatch personnel to your facility to provide on-site Appliance Support pursuant to your Support Agreement, you will have the following obligations:

- To be present when Appliance Support is provided on-site;
- To remain in visual contact with the service personnel throughout any on-site Appliance Support provided, and to ensure no obstacles or human or machine traffic will impede the service representative when providing the on-site Appliance Support;
- To provide service personnel with access to the Appliance;
- To provide service personnel with adequate working space and facilities including heat, light, ventilation, electric current and outlets;
- To provide an appropriate work environment consistent with applicable Occupational Safety & Health Administration (OSHA) standards or equivalent local standards in the country where the Appliance is installed;
- To provide a local telephone extension (or toll free domestic and international access to service personnel) near the Appliance; and
- To provide carts and lifting devices to move any Appliance weighing 39.7 lb (18 kg) or more, and up to 120 lb (54.5 kg).
- If you require on-site Appliance Support for any Appliance weighing over 120 lb (54.5 kg), you will be responsible to move that Appliance.

Veritas Appliance Support Policy



Return of Parts Under a Support Agreement: If Veritas provides you with a replacement part under your Support Agreement, you must return the defective part to Veritas in accordance with all shipping instructions from Veritas, except where the defective part is a failed disk drive and you have purchased the Customer Disk Retention Option (or successor offering) for the applicable Appliance. Replacement parts will consist of either a new or refurbished hardware component. If our service personnel install the replacement part for you, please be sure to provide them with the defective part. All defective parts become Veritas' property upon removal from your site, and you are not entitled to receive a credit for any such defective parts. Except with respect to the Non-Returnable Disk Drive offering (or successor offering), if you fail to return any defective part, you will be charged the then-current fee for that part. Veritas shall not be responsible for any software, firmware, information, or data provided by you or a third party that is contained in, stored on or integrated with any hardware component returned to Veritas under a Support Agreement.

Support Lifecycle: Veritas provides different types of Appliance Support deliverables depending on where your Appliance is in its lifecycle. For more information on our product lifecycles and related Support Services deliverables during those lifecycles, please refer to our End of Life Policy, posted at <http://go.veritas.com/support-fundamentals>.

Additional Components: If your Appliance is covered under a Support Agreement and you want to expand its capacity by adding Hardware, you will need to update your existing Support Agreement to add these additional components, and purchase the incremental Appliance Support for those expansion components, at the same level as that for the underlying Appliance. Please review our FAQ at go.veritas.com/appliance-support for additional information. The Appliance Support for these additional components will be in effect for the remaining duration of your Support Agreement for the underlying Appliance. Your renewal will cover the underlying Appliance and all the expansion components you have added during that term of your Appliance Support. If you wish to receive Appliance Support for the expansion components, you must have a Support Agreement in effect for the underlying Appliance to be expanded. If you want to receive Appliance Support for the expansion components, but do not have a current Support Agreement for that underlying Appliance, you will need to buy Appliance Support covering both the underlying Appliance and the expansion components.

Changes to the Appliance: If you attempt to expand the capacity of your Appliance by using hardware or software that is not Veritas branded, that may change your Supported Configuration into an Alternative Configuration. Veritas will only provide support to Software or Appliance that is in a Supported Configuration.

Location of Appliance: It is important for us to know where your Appliance is installed, because that is where we will send service personnel, and that is how we will determine the hours for our delivery of remote and on-site support for your Appliance. Upon Veritas' request, and each time you request onsite support services or report a non-conforming Appliance under your Hardware Warranty Agreement, you shall advise Veritas of the location of the Appliance and any spare parts or nonconforming replaced components for the Appliance. You must seek Veritas' approval prior to relocating the Appliance. This includes a change in location resulting from the sale or transfer of the Appliance. Changing the location of your Appliance without our consent or knowledge may affect our ability to provide Appliance Support, and the performance targets for remote support and onsite support will no longer apply. Veritas reserves the right to require that your Appliance be qualified as service-ready following an Appliance relocation. Please follow the instructions related to Appliance relocation stated in the FAQ at go.veritas.com/appliance-support.

Your Compliance: To help us deliver Appliance Support to you more efficiently and effectively, you need to follow the terms of your agreements with us. If we determine that you are not in compliance with your Support Agreement, or if you have requested assistance for Appliances that are not covered under a Support Agreement, Veritas reserves the right to (1) use Veritas' standard processes to verify that you are in compliance with your Support Agreement, (2) invoice you for applicable Appliance Support fees, if and as appropriate or (3) in our sole discretion, elect to stop providing Appliance Support for that Appliance until such time as you become compliant.

Limitations: We will deliver various Appliance components, parts, engineering changes, firmware and other types of updates under your Support Agreement. These updates are designed for use with the specific Appliance covered under that Support Agreement, and not for any other system. Veritas provides Appliance Support to address issues where your Appliance does not conform to its Documentation, where such Appliance is used in accordance with its Documentation. Therefore, Veritas is not responsible to provide Appliance Support for an Appliance that has been damaged by a deliberate act or otherwise affected by a move (whether authorized or not authorized), misuse, accident, modification, natural disaster, act of nature, act of god, power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by firmware, features, attachments and components that Veritas did not supply. In addition, we are not responsible for delay or inability to provide Appliance Support due to delays you cause or which are caused by network, system or telephone line problems, or by outages or denials of service or any events outside of Veritas' reasonable control. If you desire to obtain Appliance Support in such case, Veritas may charge additional fees. Veritas is not responsible for any ancillary costs you incur while we provide you requested Appliance Support, including without limitation any of your utilities, network

Veritas Appliance Support Policy



bandwidth, cloud consumption or other service provider costs. Veritas is not obligated to provide Appliance Support for an Appliance operating in an Alternative Configuration. From time to time Veritas may issue mandatory engineering changes or other updates under your Support Agreement, and you agree to have them installed. If your Appliance does not include such mandatory updates, it may be deemed an Alternative Configuration. In the event you have not used, installed, serviced or implemented all Software licenses, including the most up to date versions of the Software for the Appliance, and all Hardware components in accordance with the Documentation, our Appliance Support may be limited or unavailable for your Appliance. Please review our FAQ at go.veritas.com/appliance-support for additional information.

Unsupported Customers: If you do not have a current Support Agreement for your Appliance, you are not eligible to receive the deliverables available under our Appliance Support offerings, including onsite service, updates and upgrades and telephone support. However, you may be entitled to obtain repaired parts or replacement parts for your Appliance under your Hardware Warranty Agreement. Please refer to your Appliance Hardware Warranty Agreement which may be found at <https://www.veritas.com/company/legal/license-agreements>.

Subcontractors: Veritas reserves the right and you consent to our use of subcontractors to provide Appliance Support.

Privacy Notice and Data Protection: Veritas will require you to supply certain personal information (namely, business contact names, titles, business telephone numbers, business e-mail addresses) about yourself and about your Designated Contacts in order to purchase or receive Support Services from Veritas. With regard to personal information of Designated Contacts it is your responsibility to ensure that disclosure of such information to Veritas is consistent and compliant with the Support Agreement, and with Veritas' privacy policy (as published on Veritas.com), as well as with any national laws governing the collection, use and protection of personal information applicable to your country/region of operation. It is your responsibility (i) to inform Designated Contacts that you are providing their information to Veritas in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area), (ii) to inform them of how it will be used and (iii) to have all appropriate consents required for such transfer and use. Veritas is a global organization and any information collected during the delivery of our Support Services may be accessible on a global basis by Veritas, its affiliates, partners and subcontractors, including in countries that may have less protective data protection laws than the country in which you or your Software is located. Veritas and our affiliates, partners and subcontractors will use your personal information to enable us to deliver the Support Services you have ordered including providing Software Version Upgrades, as defined in your Support Agreement, to you and communicating with you in relation to Support Services. From time to time we may use your personal information or other information you provide to us during the delivery of Support Services to enable us to recommend other Veritas services or products that might be useful to you, we will provide you with the opportunity to opt-out from such communications. By providing such personal information, you consent to Veritas using, transferring and processing this information on a global basis for the uses described in this section. Where Customer's processing of the personal information provided to Veritas under these Support Services is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of personal data and privacy that may exist in the European Economic Area and/or Switzerland, Veritas shall process such personal information in accordance with the Data Processing Terms and Conditions at <https://www.veritas.com/privacy>. For any question regarding the use of personal information or if you wish to restrict our use of your personal information, please contact Veritas Technologies LLC - Privacy Program Office, 2625 Augustine Drive, Santa Clara, CA 95054, U.S.A. Telephone 1-650-933-1000 Email: privacy@veritas.com.

Rights Regarding Feedback: Veritas reserves all rights in all suggestions, input and other information or feedback relating to Veritas and its products or services that you provide to us while we are providing Appliance Support to you, and Veritas may use, and may authorize third parties to use, all such information or feedback for any business purposes whatsoever. Notwithstanding the foregoing, Veritas, Veritas' affiliates, partners and subcontractors will only use your confidential information as defined under and pursuant to applicable agreements between you and Veritas; and we will only use your personal information in accordance with this Policy.

Definitions:

"Alternative Configuration" means where an Appliance is used in a configuration that does not support such Appliance, or in an environment that is not approved for use with our Appliance, or in which we have not verified our Appliance will operate, or where the Appliance has been tested and is known not to work or works with limited functionality. For these purposes, references to the "environment" mean the hardware platforms, operating systems, software applications, and other third-party solutions you are using with the Appliance.

Veritas Appliance Support Policy



“Appliance” means a Veritas branded product that consists of Veritas branded hardware (“Hardware”), firmware and Software, and includes any spare part or component of that product. If you purchase Veritas branded components, options and spare parts for that same product, they are included in this definition and are considered part of your Appliance.

“Appliance Support” means the general support services that we provide for your Appliance under the provisions of a Support Agreement, during the term of that Support Agreement. Appliance Support may include remote and onsite technical assistance or technical information, spare parts, firmware updates, engineering changes, all depending on the specific Appliance, its product life cycle and related support phase. Appliance Support does not include Appliance installation and other services that Veritas makes generally available as a separate service.

“Case” means a reported Problem that is logged in our global case tracking system and assigned a case identification number.

“Designated Contact(s)” means support personnel you designate and register with Veritas to act as authorized liaisons with Veritas’ Enterprise Technical Support organization.

“Documentation” means the user manuals and release notes accompanying the Appliance.

“Hardware Warranty Agreement” means the agreement between you and Veritas that sets forth Veritas’ warranty to you for the Appliance Hardware and remedy for nonconformance to that warranty.

“Problem” means a technical question or technical issue you may have regarding your Appliance’s performance.

“Software” means the Veritas software that you have licensed for use as part of your Appliance under a License Agreement.

“Support Agreement” means Veritas’ agreement (including a Veritas Support Certificate) with you describing the deliverables, entitlements and other terms for the Appliance Support that you have purchased for your Appliance. The term “Support Agreement” includes any other documents that the Support Agreement specifically incorporates by reference, including the applicable “Support Description.”

“Supported Configuration” means a configuration in which the Appliance operates in a customer’s environment that solely consists of supported operating systems, hardware platforms, software applications, firmware levels, databases, devices, device drivers, and Veritas custom-developed scripts and other configuration elements stated in your Documentation, or that we have validated, approved, or verified for operation in conjunction with the Appliance. Appliances that include additional software or third party hardware that has not been validated, approved or verified by Veritas will not be considered as operating in a Supported Configuration. For these purposes, references to the “environment” mean the hardware platforms, operating systems, software applications, and other third party solutions you are using with the Appliance.

“We,” “we” or “our” means Veritas Technologies LLC or its subsidiaries.

“You,” “you” or “your” means you as the customer, the company, or the legal entity that has obtained the Appliance to which Appliance Support applies.