

Veritas Technical Support Policy



This Technical Support Policy (“Policy”) is effective February 1, 2018, and applies on a global basis. It describes the Support Services we provide to customers for Software covered under active Support Agreements. We reserve the right to amend this Policy periodically and will post updates at <http://go.veritas.com/support-fundamentals>.

Scope: Veritas will deliver Support Services for your Software in accordance with the terms of this Policy, including the section captioned “Limitations” below. We will provide Support Services for Software used in a Supported Configuration. Note that the provisions and definitions of your Support Agreement supersede any inconsistent terms in this Policy or in your License Agreement. You are entitled to receive Support Services during the term of your Support Agreement, based on the offering you purchased, and for Software installed at locations in which you are authorized to use such license in the country or countries for which you have purchased Support Services. Capitalized terms when used in this Policy are defined herein, or in your Support Agreement, License Agreement, or the Handbook.

Language Support: We primarily provide Support Services in English. Our worldwide support centers will use commercially reasonable efforts to provide language support during Regional Business Hours, based on available resources. Please refer to the Handbook for additional information.

Designated Contacts: We will provide Support Services to you through your Designated Contacts. Your Support Agreement will state the number of Designated Contacts you are entitled to register and use. If you wish to designate additional technical personnel as Designated Contacts, Veritas may charge you applicable fees. Your Designated Contacts will be responsible for (i) overseeing your request for assistance, and (ii) developing and deploying troubleshooting processes within your organization. Your Designated Contacts must be technically skilled and knowledgeable about the Software and the environment in which it is being used, in order to help resolve system issues and to assist Veritas in analyzing and resolving service requests; otherwise, our ability to provide Support Services 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 Veritas Support online tool at <https://www.veritas.com/support/> to create, track, update, and close a Case online. Our current support services handbook (“Handbook”) includes information to help you understand how we provide our Support Services 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 Software is deployed. 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.

Support Lifecycle: Veritas provides different levels of deliverables under your Support Agreement depending on where your Software 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>.

Acquired Product Lines: If we acquire or merge with another company there may be a transitional period following that acquisition where an acquired product line may have different support offerings, deliverables, pricing, or naming conventions than those described in this Policy, or such differences may continue on an ongoing basis. Please refer to your Support Agreement for a description of the deliverables and entitlements you will receive under the support offering you have purchased for those acquired products. Note that the term “Support Agreement” refers to your agreement covering support for the acquired products even if a company branded as “Veritas” is not a contracting party.

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

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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, 500 East Middlefield Road, Mountain View, CA 94043, 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 Support Services 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 the section captioned "Privacy Notice and Data Protection" in this Policy.

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

Your Compliance: To help us deliver Support Services 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 License Agreement or Support Agreement, or if you have requested assistance for a copy of Software that is 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 License Agreement or Support Agreement, (2) invoice you for applicable Support Services fees, if and as appropriate, or (3) in our sole discretion, elect to stop providing Support Services for that Software license until such time as you become compliant.

Limitations: Veritas provides Support Services to address issues where your Software does not substantially conform to its Documentation, where such Software is used in accordance with its Documentation. Therefore, Veritas is not responsible to provide Support Services for Software that has been damaged by a deliberate act, 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 components or technology that Veritas did not supply. In addition, we are not responsible for delay or inability to provide Support Services 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. Veritas is not responsible for any ancillary costs you incur while we provide you requested Support Services, including without limitation any of your utilities, network bandwidth, cloud consumption or other service provider costs. Veritas is not obligated to provide Support Services for any Software operating in an Alternative Configuration. In the event you have not used, installed, serviced or implemented all Software in accordance with the Documentation, our Support Services may be limited or unavailable for your Software. Support Services are strictly limited to those services expressly stated in your Support Agreement.

Definitions:

- a) **"Handbook"** refers to the Veritas Technical Support Solutions Handbook.
- b) **"We," "we" or "our" or "Veritas"** means Veritas Technologies LLC or its subsidiaries.
- c) **"You," "you" or "your"** means you as the customer, the company, or the legal entity that has obtained the Software to which the Support Services apply.