



## Veritas Alta™ View Reports Premium

### January 2025 Service Description

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## Service Overview

The Veritas Alta View Reports Premium ("Service") provides secured cloud-native software running in cloud datacenters as a Software-as-a-Service (SaaS) offering. The service collects metadata from backup systems, storage and other infrastructure systems enabling reporting and analytics for enterprise data protection environments for greater visualization and enhanced control of enterprise backup and restore environments.

This Service Description, with any attachments included by reference, is part of any agreement that incorporates this Service Description by reference (collectively, the "Agreement").

## Service Offerings

### Main Service Offerings

Service	Meter	Description
Veritas Alta View Reports Premium	Per Back-End Terabyte (BETB) Per Month	<p>The Service provides a secure reporting and analytics platform that delivers historical tracking and trending, real-time dashboards, future forecasting, and predictive analysis of enterprise data protection environments.</p> <p>The BETB Meter is based on the amount of backup BETB data that the Service is performing against.</p>

## Software Components

Some Services may require use of a Software Component. Customer's right to use such Software Component begins when the Service is activated and ends when Customer's right to use the associated Service terminates or expires. Customer must uninstall a Software Component when Customer's right to use the associated Service terminates or expires. Veritas may disable the Software Component at that time. Refer to [https://sort.veritas.com/data\\_collectors](https://sort.veritas.com/data_collectors) or Download Center for the applicable Software Components.

## Customer Responsibilities

Veritas can only perform the Service if Customer provides required information or performs required actions. If Customer does not provide/perform per the following responsibilities, Veritas's performance of the Service may be delayed, impaired or prevented and/or eligibility for Service Level Agreement benefits may be voided, as noted below.

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- Setup Enablement: Customer must provide information required for Veritas to begin providing the Service.
- Adequate Customer Personnel: Customer must provide adequate personnel to assist Veritas in delivery of the Service, upon reasonable request by Veritas.
- Customer Portal: Customer can access a web interface Service portal by using a secure password protected login. This Service portal provides the ability for Customer to configure and manage the Service, access reports, and view data and statistics when available as part of the Service. Customer must configure the features of the Service through the web interface Service portal or default settings will apply. In some cases, default settings do not exist, and no Service will be provided until Customer chooses a setting. Configuration and use of the Service(s) are entirely in Customer's control.
- Compliance: Customer is responsible for all activities that occur in Customer accounts and for its Customers' compliance with the Agreement and with the Acceptable Use Policy available at <https://www.veritas.com/company/legal/acceptable-use-policy>. If Customer becomes aware of a Customer's violation of the Agreement or Acceptable Use Policy, Customer must notify Veritas as soon as reasonably practicable.
- Security Vulnerability or Incident: If Customer becomes aware of any actual or potential security vulnerability or incident, Customer must immediately report it to Veritas through the process set forth at <https://www.veritas.com/security> or successor address.

### Artificial Intelligence Assistance

- a. The Service may contain features and functionality that leverage the use of an artificial intelligence language model ("AI Assistance"), such as processing natural language queries in order to help provide support assistance or generate reports. In such instances, the Service will inform Customer that AI Assistance is being provided. Use of AI Assistance is entirely at Customer's discretion and is not mandatory for the use of the Service. Veritas may use information submitted by Customer through the Service to improve Veritas' products and services.
- b. Use of AI Assistance is subject to the following:
  - i. Customer warrants that it has all rights necessary to any information Customer inputs into the AI Assistance.
  - ii. Customer must use the AI Assistance for lawful, internal business purposes related strictly to the services provided to Customer under the Service.
  - iii. Customer is solely responsible for any reliance placed on AI Assistance or any output generated from it. AI Assistance may not function as intended and is not error free. Use of AI Assistance and any output generated from it is solely at Customer's own risk.
  - iv. Without limiting anything to the contrary in the Agreement, AI Assistance and any output generated from it are

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provided on an “as is” basis with no warranty of any kind, including without limitation any warranty around accuracy, completeness, or infringement of third-party rights. Veritas disclaims any liability for damages or losses resulting from Customer’s use of, or reliance on, AI Assistance or output generated from it.

- v. Veritas reserves the right to block, suspend, or terminate AI Assistance, in its entirety or any portion thereof, or any output that would be generated from it at any time in its sole discretion.

### Support

Customer Assistance. Veritas will provide the following assistance as part of the Service:

- Receive and process orders for implementation of the Service;
- Receive and process requests for permitted modifications to Service features; and
- Respond to billing and invoicing questions.

Technical Support. The following technical support (“Support”) is included with the Service.

- Support available on a twenty-four (24) hours/day by seven (7) days/week basis to assist Customer with configuration of the Service features and to address issues and questions with the Service.

Maintenance. The Service is monitored on a twenty-four (24) hours/day by seven (7) days/week basis for hardware availability, service capacity, and network resource utilization. The Service is also regularly monitored for service level compliance and adjustments are made as needed. Veritas must perform maintenance on the Service Infrastructure in order to provide the Service in accordance with the Agreement. The following applies to such maintenance:

- *Planned Maintenance.* For Planned Maintenance, Veritas will use commercially reasonable efforts to give Customer three (3) business days’ notification via email. Veritas will use commercially reasonable efforts to perform Planned Maintenance at times when collective customer activity is low, in the time zone in which the affected Infrastructure is located, and only on part, not all, of the network. If possible, Planned Maintenance will be carried out without affecting the Service. During Planned Maintenance, Service may be diverted to sections of the Infrastructure not undergoing maintenance in order to minimize disruption of the Service. **“Planned Maintenance”** means scheduled maintenance periods which during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure.
- *Emergency Maintenance.* Where Emergency Maintenance is necessary and is likely to affect the Service, Veritas will endeavor to inform the affected parties in advance via email, or SMS or by phone no less than one (1) hour prior to the start of the Emergency Maintenance. **“Emergency Maintenance”** means unscheduled maintenance periods which during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure or any maintenance for which Veritas could not have reasonably prepared for the need for such maintenance, and failure to perform the maintenance would adversely impact Customer.



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## Service-Specific Terms

### Automatic Renewal and Service Cancellation

Unless specified in the Agreement or Customer has otherwise opted out of auto-renewal at the time of initial purchase using Veritas' then-current opt-out processes, the Service renews automatically for twelve (12) months, unless Customer cancels as follows:

- Customer may opt out of automatic renewal, and therefore terminate, by providing Veritas notice of non-renewal or cancellation at least thirty (30) days prior to the end of Customer's Initial Period (sometimes called the Minimum Period) or a then-current Renewal Period (each, a "Term").
- Such notice of non-renewal or cancellation must be sent to the following address (or replacement address as published by Veritas): [returnsandcancellations@veritas.com](mailto:returnsandcancellations@veritas.com). For clarity, a notice of non-renewal or cancellation takes effect upon the expiration of the then-current Term and does not terminate the Service until the end of Customer's then-current term. Any notice given according to this procedure will be deemed to have been given when received.
- By submitting a non-renewal or cancellation notice, Customer acknowledges that Customer Data and its Customer Tenant will be permanently deleted in accordance with the Data Decommissioning section.

Please note that if Customer has opted out of auto-renewal at the time of purchase ("DNR"), Customer will be responsible for submitting a timely renewal order. Any processing delays, late renewals, channel issues or other problems with the renewal order may cause the Service to expire and any Customer Data stored by the Service shall be deleted in accordance with the Data Decommissioning section. Not submitting a timely renewal order is deemed the same as a cancellation notice, and Customer Data and the Customer Tenant will be permanently deleted in accordance with the Data Decommissioning section.

Automatic renewals are subject to a renewal uplift, except that any renewal order of a DNR purchase or purchase provided under a promotional discount is subject to the then-current pricing.

### Data Access

Customer loses all access to the Service and its Customer Data immediately following suspension, expiration, or termination of Services.

### Data Decommissioning

Customer Data will be decommissioned in the following examples, or as otherwise set forth in this Service Description:

- Service cancellation (either by request of Customer or in the event of non-payment)
- Service termination or expiration

Unless otherwise prohibited by law or court order, decommissioned Customer Data will be deleted in accordance with our standard deletion practices within thirty (30) days of the Data Decommissioning event and is irretrievable thereafter.

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#### Overages

Customer's total usage is measured as the highest amount of usage Customer consumed within the Service at any point during the month. If Customer's actual usage exceeds its contracted quantity, then Veritas will invoice for excess Service use and Customer will promptly pay for such excess use. In such an event, Veritas will charge fees for the excess use at the same rates for the current Term monthly in arrears or in accordance with Veritas' then-current processes.

#### Service Conditions

- Customer shall comply with all applicable laws with respect to use of the Service. In certain countries it may be necessary to obtain the consent of individual personnel prior to including data related to such individual personnel as part of the Service. Configuration and use of the Service is entirely in Customer's control; therefore, Veritas is not liable for Customer's use of the Service, nor liable for any civil or criminal liability that may be incurred by Customer as a result of the operation of the Service.
- Veritas may update the Service at any time in order to maintain the effectiveness of the Service.
- The Service (including any Software Components) may use open source and other third-party materials that are subject to a separate license. Please see the applicable Third-Party Notice, if applicable, at <https://www.veritas.com/about/legal/license-agreements>.
- The Service may only retain up to a rolling 12-month period of reporting and metrics data.

#### Privacy Notice

In connection with Customer's use of the Service, Veritas and Veritas' licensors, subcontractors, or agents may collect, retain, disclose, and use certain information as set out in the applicable privacy notice available at <https://www.veritas.com/privacy>. By using the Service, Customer agrees to the terms contained in such privacy notice.

#### Definitions

Capitalized terms used in this Service Description, and not otherwise defined in the Agreement or this Services Description, have the meaning given below:

**"Azure"** means the Microsoft cloud infrastructure and platform offering known as "Azure".

**"BETB" or "Back-End Terabyte"** means back-end terabyte and refers to the total aggregate amount of storage in terabytes. One terabyte equals 1,024 gigabytes of data.

**"Cloud Service Provider" or "CSP"** means the third-party infrastructure where Customer Data will reside, such as Azure or OCI.

**"Customer Data"** means the data Customer stores or archives in the Service.

**"End User License Agreement (EULA)"** means the terms and conditions accompanying Software (defined below).

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**"Infrastructure"** means any Veritas or licensor technology and intellectual property used to provide the Service.

**"Service Component"** means certain enabling software, hardware peripherals and associated documentation which may be separately provided by Veritas as an incidental part of a Service.

**"Software Component"** means a Service Component consisting of Veritas software in object code format, as may be required by a Service, which must be installed by Customer outside of the Tenant, in order to receive the Service, or some portion thereof.

**"Subscription Instrument"** means one or more of the following applicable documents which further defines Customer's rights and obligation related to the Service: a Veritas certificate, subscription order form or a similar document issued by Veritas, or a written agreement between Customer and Veritas, that accompanies, precedes or follows the Service.

**"Subscription Period"** means the period beginning from execution of a Subscription Order Form and ending upon termination or cancellation of the Service.

**"Tenant"** means the isolated compute, storage, and networking resources and related configuration that is hosted by Veritas in third-party Infrastructure, such as Microsoft Azure, and that is dedicated to Customer.