



## Veritas Alta™ Backup as a Service November 2023 Service Description



### Service Overview

The Veritas Alta™ Backup as a Service offering ("Service") consists of cloud-native software running in cloud datacenters as a Software-as-a-Service (SaaS) offering. The Service is provided through a combination of installable software components and the Tenant to enable backup, recovery, eDiscovery, archiving, analytics, and tiering of data with the Customer's target applications and infrastructure, as further described in this service description ("Service Description").

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

### Service Features

The Service is sold on a Per Backend Terabyte (BETB) Per Month basis and includes:

- Universal Share Cloud Workloads. Customer's workload administrators can place any type of data in a network directory or cloud bucket, and the Service will store an optimized copy for future recovery.
- Application Aware Cloud Workloads. The Service provides integration with these types of workloads to deliver application-consistent backups on a scheduled basis.

Please see the Service Documentation for a current list of available and compatible workloads. Universal Share Cloud Workloads are only available as a Preview, and some of the Application Aware Cloud Workloads may be available only as a Preview, as defined and explained under the Technical Preview section below.

### 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.

- 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 Configurations vs. Default Settings: Customer must configure the features of the Service through the 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.

### Supported Platforms and Technical Requirements

- The Service portal is an Internet-based resource and tool available to Customer as part of the Service. Customer can access the Service portal by using a secure password-protected login. The Service portal enables Customer to configure and manage the Service, access reports, and view data and statistics when available as part of the Service.



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- The Service Infrastructure is managed and monitored for hardware availability, service capacity and network resource utilization. The Service Infrastructure is regularly monitored for service level compliance and adjustments are made as needed.

### Service-Specific Terms

#### Acceptable Use Policy

Veritas must preserve the integrity of the Service and maintain its Service Uptime objective for all its customers. Customer must always use the Service in a manner contemplated under this Service Description. Neither Customer, nor Customer's end users, shall use the Service to negatively impact the security, integrity, or functionality of the Service or other customers' ability to use the Service, including, without limitation the following:

- Transmission, distribution, retrieval or storage of any data or other material through or via the Service that infringes, misappropriates or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality.
- Transmission or distribution of viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information through the retrieval or storage of any data or other material through or via the Service.
- Attempting to gain unauthorized access to an account or computer resource not belonging to Customer and/or purposely altering or forging identities is prohibited.
- Impersonating someone else by altering a source IP address or by using forged headers or other identity information is prohibited. Fraudulently concealing, forging or otherwise falsifying identities in connection with any use of the Service is prohibited.
- Engaging in any activities that may interfere with the ability of others to access or use the Service or the Internet (e.g. denial of service attacks) is prohibited. Monitoring any data, information or communications on any network or system (including the Service) that is not owned by Customer or without authorization is prohibited.
- Using a third-party tool to perform or circumvent any of the functionality of the Service is prohibited. Veritas reserves the right to restrict such tools from operating within its infrastructure.

#### Third-Party Policies

Customer will comply with applicable third-party hosting policies for acceptable use for end users.

#### Notification of Violation

If Customer becomes aware of any violation of this Acceptable Use Policy, Customer must notify Veritas as soon as reasonably practicable.

#### Security Vulnerability or Incident Notification

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>.

#### VERITAS PROPRIETARY– PERMITTED USE ONLY



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### Fair Use

Customers are expected to keep their compute and network costs ("object read meter") in line with normal and reasonable industry standards of use. A Customer's object read meter is affected by malware scanning, excessive restores, disaster recovery rehearsals, and litigation eDiscovery requests. Should a Customer's usage result in an excessive object read meter, Veritas reserves the right in its discretion to invoice, and Customer will promptly pay, for such excess use.

### Usage Reduction

Customer cannot reduce the purchased quantities during any existing term but may only reduce that quantity at renewal time. Pricing will be adjusted for the lower volume which may result in increased pricing, and prior discounting will not be available.

### Assistance and Technical 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 is available in English only on a commercially reasonable basis during regional business hours to assist Customer with configuration of the Service features and to address issues and questions with the Service.

Maintenance. Veritas must perform maintenance on the Service Infrastructure 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 seven (7) calendar days' notification, via email, or SMS or phone as requested. 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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### 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 as set forth in the Agreement, 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.

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 will 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 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 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
- License reduction at renewal

Customer loses all access to the Service and its Customer Data and no new backup jobs will be performed immediately following suspension, expiration, or termination of Services.

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



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### Overages

If Customer's actual usage exceeds its contracted quantity at any point during any given month, 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.

### 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.

### Additional Service Requirements

- **Customer must purchase, or already have, a separate subscription to Veritas Alta Recovery Vault, and such subscription must be at the standard tier level or higher, to use Veritas Alta Backup as a Service. Customer must maintain such subscription during the Veritas Alta Backup as a Service subscription.** Veritas Alta Backup as a Service will integrate with Veritas Alta Recovery Vault to provide a long-term archival source.
- 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.
- Customer may not disclose the results of any benchmark tests or other tests connected with the Service to any third party without Veritas's prior written consent.
- Veritas may update the Service at any time to maintain the effectiveness of the Service.
- Except as otherwise specified in the Service Description, the Service (including any Service Software provided therewith) 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>.
- All Customer Data is the sole property of Customer, and nothing herein conveys to Veritas or its vendors any legal or equitable right, title, or interest into Customer Data.
- **Feedback:** Any test results, benchmark testing output, comments or suggestions as may be provided by Customer to Veritas regarding the Service (the "Feedback") shall be deemed non-confidential to Customer. By providing such Feedback, Customer grants to Veritas, under Customer's intellectual property rights, a worldwide, perpetual, royalty-free, irrevocable and non-exclusive license, with the right to sublicense to Veritas' licensees and customers, to use and disclose the Feedback in any manner Veritas chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Veritas' and its sublicensee's products embodying such Feedback in any manner and via any media Veritas or its sublicensees choose, without reference or obligation to Customer. Customer represents and warrants that Customer will not give Veritas any Feedback (i) that Customer has reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) subject to



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license terms that seek to require any Veritas product incorporating or derived from any Feedback, or other Veritas intellectual property, to be licensed to or otherwise shared with any third party. Veritas shall not use or reference Customer's name in its public use of such Feedback.

### Technical Preview

Veritas may make some features available to Customer earlier than they become generally available, under a technical preview model ("Preview"). A Preview will be designated within the Service or the Service documentation as "technical preview," "preview", or other similar designation. Customer is under no obligation to try a Preview, but if Customer chooses to do so, the following apply:

- Veritas makes no guarantee that any Preview will (i) remain within the Service, (ii) ever become generally available, or (iii) that if it becomes generally available, it will be at no additional charge. Veritas may add, remove, or modify any Preview at any time in its sole discretion.
- Warranty Disclaimer. A PREVIEW IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED.
- Limitation of Liability. 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 ANY DIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA, ARISING OUT OF THE USE OR INABILITY TO USE A PREVIEW, EVEN IF VERITAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- Support may not be available for a Preview.

### Service Level Objectives ("SLO")

Veritas' Service Level Objective ("SLO") is dependent on availability of the third-party cloud provider resources.

- Veritas' Service Level Objective shall provide 99.5% or higher Uptime for the Service.
- "Uptime" is defined as the time during which a Customer is able to Access the Service, as reported by the Veritas incident management system. "Access" is defined as a Customer being able to successfully login and use the Service functionality, as outlined in this Service Description.
- Uptime is measured every calendar month as a percentage value. The monthly Uptime percentage is the total number of minutes of Uptime achieved in a calendar month, divided by the total number of minutes in a calendar month.



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### Exclusions

SLOs will not operate: (i) during periods of Planned Maintenance or Emergency Maintenance, periods of non-availability due to force majeure or acts or omissions of either Customer or a third party; (ii) due to overall internet congestion, slowdown or unavailability; (iii) bandwidth or other limitations caused by Customer's internet service provider (ISP); (iv) unavailability of generic internet services (e.g., DNS servers); (v) a result of Customer equipment or third party computer hardware, software or network infrastructure not within the sole control of Veritas; (vi) during any period of suspension of service by Veritas in accordance with the terms of the Agreement; (vii) where Customer is in breach of the Agreement (including without limitation if Customer has any overdue invoices); or (viii) Customer has not configured the Service in accordance with the Agreement.

### Data Privacy

**Data Collection; Data Protection Regulations.** In connection with Customer's use of the Service, Veritas and Veritas' licensors, subcontractors, or agents on Veritas' behalf may collect, retain, disclose and use certain information ("Collected Data"). Collected Data may include, but is not limited to, personally identifiable information about Customer, Customer's devices or systems or Customer's software usage. Veritas uses such Collected Data to enable, optimize and provide the Service and/or maintenance/support to Customer (and may engage third parties to do so as well) and to improve Veritas' products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Service, Customer agrees to allow Veritas to collect Collected Data as described in this section. Please refer to Veritas' product privacy notices at <https://www.veritas.com/company/privacy> to fully understand what information Veritas collects, retains, discloses, and uses from Customer or Customer's devices. Please note that the use of the Service may be subject to data protection laws or regulations in certain jurisdictions. Customer is responsible for ensuring that Customer's use of the Service is in accordance with such laws or regulations. Customer acknowledges that the Collected Data will be processed and accessible on a global basis by Veritas, its Affiliates, agents, and subcontractors for the purposes of providing the Service and/or maintenance/support, to generate statistical information about the Service, for internal research and development, and as otherwise described in the Agreement. Customer also consents for Customer and as agent for its contacts whose details have been collected as part of the Collected Data to the use by Veritas of that personal information for the purposes of informing Customer of Veritas products and services which may be of interest to Customer and account management. Veritas shall process personal data in accordance with the Data Processing Terms and Conditions at <https://www.veritas.com/content/dam/Veritas/docs/policies/Veritas Data Processing Terms and Conditions and new SCCs.pdf> (as amended from time to time). Veritas may disclose the Collected Data as required or permitted by law or in response to a subpoena or other legal process.

### Definitions

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

**"Administrator"** means a Customer User with authorization to manage the Service on behalf of Customer. Administrators may have the ability to manage all or part of a Service as designated by Customer.





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**"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.

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

**"Documentation"** means the user documentation Veritas provides or makes available with the Service.

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

**"GB"** or **"gigabyte"** refers to the total aggregate amount of uncompressed data in gigabytes. One gigabyte equals 1024 megabytes of data.

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

**"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. Any additional rights and obligations with respect to the use of Service Components shall be as set forth in this Service Description.

**"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 or a similar document issued by Veritas, or a written agreement between Customer and Veritas, that contemporaneously accompanies the Service.

**"Tenant"** means the isolated compute, storage, and networking resources and related configuration that is hosted in a third-party cloud service provider's Infrastructure and that is dedicated to Customer.