

Veritas Technical Support – Software Support Certificate

VERITAS™

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This document (the “**Certificate**”) is a legal agreement between the end user (the “**Customer**”) and Veritas Technologies LLC and/or its subsidiaries (“**Veritas**”). This Certificate and the rights granted herein are only effective as to end users who have a valid license pursuant to a Veritas license agreement (the “**License Agreement**”) for the underlying Veritas software product(s) (the “**Software**”) for which the support offering (“**Support**”) will be provided. This Certificate applies to the Software identified on the front of this Certificate. Capitalized terms are defined in this Certificate, the License Agreement or the Technical Support Policy.

If this Certificate applies to a consolidated order where there are multiple entitlement owners listed on the front of the Certificate, then the end user entity receiving this Certificate must provide this Certificate, including these Support terms, to each of the entitlement owners listed on the front of the Certificate.

IF CUSTOMER DOES NOT AGREE TO THESE TERMS, THEN VERITAS IS UNABLE TO PROVIDE SUPPORT TO CUSTOMER. RECEIPT OF SUPPORT INDICATES CUSTOMER’S AGREEMENT TO THESE TERMS.

Support Offerings. Veritas will provide Customer with Support during the period specified on the front of this Certificate within the Veritas region in which the Software is licensed for use as indicated in the License Agreement.

1. Essential Support

- Access to technical support provided by telephone on a 24x7 basis
- Continuous Efforts (available upon request for Severity 1 cases only)
- Access to the Veritas technical support website
- Delivery of bug fixes and patches
- Upgrade Assurance

2. Basic Maintenance

- Access to technical support provided by telephone during Regional Business Hours based on the country where the Software is installed
- Access to the Veritas technical support website
- Delivery of bug fixes and patches
- Upgrade Assurance

Continuous Efforts: An Essential Support Customer may request that Veritas provide Continuous Efforts to work on a Severity 1 case. “**Continuous Efforts**” means that Veritas Support personnel will transfer the Customer’s case around the globe, from support center to support center, using a follow-the-sun model, providing uninterrupted efforts, 24 hours a day, including weekends and holidays, to address a Severity 1 case.

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Upgrade Assurance: “Upgrade Assurance” means the right to use upgrades to the Software as they become generally available to Veritas’ end user customers. An upgrade is any version of the Software which has been released to the public and which replaces the prior version of the Software. All such upgraded Software is licensed to Customer for use subject to all terms and conditions, including without limitation disclaimers of warranties and limitation of liabilities, of the License Agreement. Nothing in this Certificate shall be construed as separately licensing copies of the Software or increasing the number of copies of Software licensed to Customer.

Scope of Support: Customer’s technical assistance is limited to error correction resolution of Software used in a Supported Configuration. Support does not include services such as training, installation, migration, implementation and configuration services which Veritas sells under other separate offerings. Please refer to <https://www.veritas.com/services> for additional information regarding these and other services offered by Veritas.

- **Technical Support Policy:** Support will be provided in accordance with Veritas’ Technical Support Policy, Product Life Cycle Policy, and other support policies which may be revised and updated by Veritas from time to time without notice to Customer. Please refer to <http://go.veritas.com/support-fundamentals> for copies of such policies. Under Veritas’ Product Life Cycle Policy, Support may be discontinued for certain Software or a particular version of Software prior to the end date of the term purchased.
- **Geographic Availability:** Not all the Support offerings listed above are available in all countries or locations or for all Software.

Privacy and Data Protection. Customer recognizes that Veritas will require Customer to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses) for Veritas to provide Support and to keep Customer apprised of Support and Software updates. Customer acknowledges that Veritas is a global organization, and such personal data may be accessible on a global basis to enable Veritas to provide Support to Customer. By providing such personal data, Customer consents to Veritas using, transferring and processing this personal data on a global basis for the purposes described above. Where Customer’s processing of the personal data provided to Veritas under this Certificate 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, United Kingdom, or Switzerland, Veritas shall process such personal data in accordance with the Data Processing Terms and Conditions at <https://www.veritas.com/privacy>. All questions and requests on privacy matters may be addressed to Veritas Technologies LLC – Privacy Program Office at Veritas’ headquarters location published at veritas.com or by email at privacy@veritas.com.

Support Warranty. Veritas warrants, for a period of thirty (30) days from the date of performance of Support under this Certificate, that such Support will be performed in a manner consistent with generally accepted industry standards. For Support not performed as warranted in this provision, and, provided Customer has reported such non-conformance to Veritas within thirty (30) days of performance of such non-conforming Support, Veritas will, at its discretion, either correct any nonconforming Support or refund the relevant fees paid for the nonconforming Support. THIS IS CUSTOMER’S EXCLUSIVE REMEDY AND VERITAS’ SOLE LIABILITY REGARDING THE SUPPORT WARRANTY DESCRIBED IN THIS SECTION.

DISCLAIMER OF DAMAGES. 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 CUSTOMER 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, EVEN IF VERITAS, 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 SUPPORT GIVING RISE TO THE CLAIM. 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.