

Hosted Services Demonstration Terms



July 2022

This document is a legal agreement ("Agreement") between the potential customer ("End User") and Veritas Technologies LLC and/or its subsidiaries ("Veritas") under which Veritas will make a demonstration ("Demonstration" or "Trial") of the hosted service agreed upon between the parties ("Service").

IF END USER DOES NOT AGREE TO THESE TERMS, THEN VERITAS IS UNABLE TO PROVIDE THE SERVICE TO END USER.
RECEIPT OF SERVICE INDICATES END USER'S AGREEMENT TO THESE TERMS.

1. SERVICE USAGE. Veritas will provide End User with account access to a Demonstration environment for the Service. Such Demonstration environment contains Veritas Demonstration data only and End User may not use, submit, or otherwise transfer any of End User's production or non-production data within the Service. End User will only use the Service for lawful business purposes. The features enabled in the Service Demonstration may be altered or reduced at any time in Veritas' sole discretion. The intellectual property rights in the Service are and will remain Veritas' property or that of its licensors.

2. TRIAL PERIOD. The Trial Period will commence on the date that End User is notified by Veritas that the Service is available. Unless otherwise agreed by the parties, there will be no charge for the Service during the Trial Period. Veritas may suspend End User's use or access, alter the Trial Period duration, or otherwise cease providing the Service to End User without notice at any time with immediate effect in its sole discretion. The Demonstration environment will be removed or reset at the end of the Trial Period without notice or consent of End User.

3. PRIVACY. End User recognizes that Veritas will require End User to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses) for Veritas to provide the Service. End User acknowledges that Veritas is a global organization, and such personal data may be accessible on a global basis to enable Veritas to provide the Service to End User. By providing such personal data, End User consents to Veritas using, transferring and processing this personal data on a global basis for the purposes described above. Where End User'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.

4. DISCLAIMER OF WARRANTIES. END USER AGREES THAT VERITAS SHALL PROVIDE THE SERVICE ON AN "AS-IS" BASIS AND THAT THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED CONCERNING THE SERVICE, INCLUDING, BUT NOT LIMITED TO, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERITAS DOES NOT WARRANT THAT THE SERVICE WILL MEET END USER'S REQUIREMENTS OR THAT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

5. DISCLAIMER OF DAMAGES. IN NO EVENT WILL VERITAS OR ITS SUPPLIERS BE LIABLE WHETHER IN CONTRACT, TORT OR OTHERWISE, TO YOU OR ANY OTHER PERSON FOR: (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, 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 INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY KIND; EVEN IF ADVISED OF THE POSSIBILITY AND WHETHER ARISING DIRECTLY OR INDIRECTLY

OUT OF THIS AGREEMENT OR USE OF THE SERVICE, DEFECTIVE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE BY VERITAS OF ANY OF ITS OBLIGATIONS UNDER OR CONNECTED WITH THIS AGREEMENT. REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, VERITAS' OR ITS SUPPLIERS' TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO ONE THOUSAND US DOLLARS (\$1,000.00) FOR THE SERVICE GIVING RISE TO THE LIABILITY.

6. GENERAL. **(a)** Veritas has the right to subcontract the performance of the Service to third parties, provided that Veritas remains responsible for the contractual obligations according to the Agreement. **(b)** This Agreement shall be governed by and construed in accordance with the following laws, without giving effect to conflict of law principles: the laws of the State of California if End User is located in the Americas; the laws of England and Wales, if End User is located in the United Kingdom, Europe, Middle East or Africa; the substantive laws of England, if End User is located in India; the substantive laws of New South Wales, Australia, if End User is located in Australia, New Zealand, or the Pacific islands (excluding overseas territories of the USA or France); the substantive laws of Japan, if End User is located in Japan; the substantive laws of Peoples Republic of China, if End User is located in China, excluding Hong Kong, Macau, and Taiwan; or the substantive laws of the Republic of Singapore, if End User is located in anywhere else in Asia Pacific. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. **(c)** End User hereby acknowledges and agrees that the Service and any related download or technology may be subject to applicable import/export controls and trade sanction laws, regulations, rules and licenses, and that End User is hereby notified of the information published by Veritas on <http://www.veritas.com/legal/legal-notices>, or successor website, and will comply with the foregoing, and with such further export restrictions that may govern an individual Service.