



MASTER LICENSE AGREEMENT

<b>Customer Company Name:</b>	<b>General Services Administration</b>									
<b>Address:</b>	Contact Name:	Email:								
	Address:	<i>(All fields are required)</i>								
	Country:									
<b>Veritas Agreement Number:</b> <i>(To be filled in by Veritas)</i>								O	T	H
<b>Effective Date:</b> <i>(To be filled in by Veritas upon signature)</i>										

This Master License Agreement (“Agreement”) is entered into by and between Veritas Technologies LLC, a Delaware corporation, and Customer (identified above) as of the Effective Date defined above. This Agreement consists of these terms and conditions (“Master Terms”) and any Addenda executed under these Master Terms. This Agreement applies to the Veritas software products available for purchase through the applicable GSA Schedule 70 contract from an authorized Veritas reseller, and any mention in the Agreement of “Professional Services” or other services available for additional fees does not add such services to the reseller’s GSA Schedule contract.

Customer and Veritas agree as follows:

1 Definitions. All capitalized terms may be used in the singular or in the plural, as the context requires.

1.1 “Addendum” to this Agreement means any addendum, including its exhibits or attachments, executed between the parties from time to time, which references this Agreement and supplements or modifies these Master Terms.

1.2 “Business Critical Services” means Veritas’s commercially-available Business Critical Services offerings, subject to the additional terms and conditions of the Business Critical Services Addenda in Attachment 4.

1.3 “Certificate” means the machine-generated certificate sent to Customer by Veritas to confirm a purchase of the applicable Licensed Software and/or Maintenance/Support and/or (at Veritas’s discretion) certain Services.

1.4 “Customer” means the end user licensee named below.

1.5 “Documentation” means the user manuals and release notes accompanying the Licensed Software.

1.6 “Effective Date” of this Agreement means the relevant date assigned by Veritas upon acceptance of this Agreement.

1.7 “EULA” means Veritas’s end user license agreement accompanying the Licensed Software. The only portion of the EULA that shall apply to the Licensed Software is the Section 17 (Additional Terms and Conditions) of each EULA. Such EULAs may be reviewed at any time at <http://www.veritas.com/legal/eulas>. For the avoidance of doubt, if an Ordering Activity places its order for Licensed Software, then such Ordering Activity is deemed to have reviewed and approved Section 17 of the applicable EULA.

1.8 “Licensed Software” means the Veritas software products in object code form, that are commercially available on Veritas’s applicable in-country price list in effect at the time of Customer’s order, and any software updates provided under Maintenance/Support.

1.9 “Maintenance/Support” means the commercially-available Veritas maintenance/technical support services ordered by Customer for the Licensed Software, provided pursuant to Veritas’s then-current maintenance/support policies and processes.

1.10 “Managed Security Services” means Veritas’s commercially-available managed security services offerings, subject to the additional terms and conditions of the Managed Security Addenda in Attachment 5.

1.11 “MSRP” means Veritas’s then-current in-country suggested list price in effect at the time of Customer’s order.

1.12 “Ordering Activity” means a government entity authorized to purchase under the applicable General Services Administration federal supply schedule at the time an order is placed.

1.13 “Professional Services” means Veritas’s commercially-available professional services offerings, subject to the additional terms and conditions of the Professional Services Terms Addendum in Attachment 2.

1.14 “Services” means collectively, Professional Services, Business Critical Services and Managed Security Services.

1.15 “Subscription Software” means Licensed Software licensed on a non-perpetual (term-limited) basis, as set forth in the applicable Addendum or Certificate.

1.16 “Veritas” means the licensor entity named above.

1.17 “Territory” means the geographic area in which Customer is authorized to purchase, install and use the Licensed Software. For purposes of this Agreement, Customer’s Territory is: the United States or any U.S. Government installation sites world-wide.

1.18 “Use Level” means the license unit of measurement or model, including operating system or machine tier limitation, if applicable, by which Veritas measures, prices and sells the right to use a given Licensed Software product, in effect at the time an order is placed, as indicated in the applicable Addendum, Certificate or EULA, in that order of precedence.

2. License Grant.

2.1 Except with respect to the limited assignability of Licensed Software as set forth in Section 2.2 below, and notwithstanding any license rights to the contrary in Section 8, Utilization Limitations of the applicable GSA Schedule Contract, Veritas grants Customer, a non-exclusive, non-transferable license in the Territory to use (and to allow Customer’s Ordering Activities to use) the Licensed Software in accordance with the Documentation, solely in support of Customer’s and Ordering Activities internal business operations, in the quantities and at the Use Levels purchased from Veritas. The term of each Licensed Software license granted under this Agreement shall be perpetual, except for Subscription Software, for which Customer purchases a term-limited license as set forth in an applicable Addendum or Certificate. For archival purposes, Customer may make a single uninstalled copy of the Licensed Software and Documentation. All copies made pursuant to this section shall be complete copies, and shall include all copyright, trademark, and other notices in the original. Customer may not otherwise copy the Licensed Software or Documentation without Veritas’s prior written consent.

Customer or Ordering Activities may allow consultant(s) or outsourcer(s) to use Customer’s Licensed Software licenses to deliver dedicated services to Customer or to an Ordering Activity, so long as such use is consistent with Customer’s own permitted scope of use, and is compliant with the terms of this Agreement. Customer and Ordering Activity agree



that each is responsible for such third party access and use of the Licensed Software, to the same extent as if such consultant(s), outsourcer(s) or were Customer's employees.

*If Customer purchases a Licensed Software license designated by Veritas for home use ("Home Use"), where available, then Customer may allow Customer's or an Ordering Activity's employee or dedicated consultant to use one copy of such Licensed Software on his or her personal home computer, provided such equipment is not owned or provided by Customer or an Ordering Activity, and provided such individual also has a computer licensed for such product at Customer's or the Ordering Activity's offices, but only for so long as such individual remains Customer's or the Ordering Activity's employee or dedicated consultant. The number of Home Use copies made and used cannot exceed the number of Home Use licenses purchased.*

Veritas retains all title, copyright and other proprietary rights in the Licensed Software and Documentation, and in all copies, improvements, enhancements, modifications and derivative works thereof, including without limitation all patent, copyright, trade secret and trademark rights. Customer's rights to use the Licensed Software and Documentation shall be limited to those expressly granted in this Agreement and the applicable Addendum. All rights not expressly granted to Customer are retained by Veritas.

**Non-Software Products.** For any non-software products purchased by Customer under this Agreement, the terms and conditions for such products shall be as set forth in the applicable Certificates. For the avoidance of doubt, if an Ordering Activity places its order for non-software products, then such Ordering Activity is deemed to have reviewed and approved the applicable Certificate. The Dell Hardware/Appliance EULA is attached hereto as Attachment 3.

2.2 Customer may, based on its prime contract with a specific U.S. Government agency, assign Licensed Software licenses to such U. S. Government agency during the term of this Agreement. Customer must complete a License Assignment Request form in the form required by Veritas and otherwise comply with Veritas's then-current License Assignment Policy. Such assignment shall be at no additional cost to the U.S. Government, except for subsequent renewal of Maintenance/Support services, which the subject U.S. Government agency may or may not elect to procure. If Customer has obtained Maintenance/Support services in support of the Licensed Software, then Customer shall assign the remainder of any associated Maintenance/Support services to the U.S. Government agency to which Customer assigns the Licensed Software. Any U.S. Government agency to which Customer assigns Licensed Software and Maintenance/Support services under this Section must agree in writing to be bound by the terms and conditions of this Agreement. Certain purchasing Addenda may limit Customer's right to assign licenses purchased under and during the term of such Addenda.

**3. License Restrictions.** Customer shall not, without Veritas's prior written consent, conduct, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software or Documentation, except as expressly provided in this Agreement; (b) creation of any derivative works based on the Licensed Software or Documentation; (c) reverse engineering, disassembly, or decompiling of the Licensed Software (except that Customer may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (d) use of the Licensed Software or Documentation in connection with a service bureau or like activity whereby Customer, without purchasing a service bureau license from Veritas, operates or uses the Licensed Software or Documentation for the benefit of a third party; or (e) use of the Licensed Software or Documentation by any party other than Customer. In addition, Customer shall only use the number and type of Licensed Software licenses for which it has purchased an appropriate quantity and Use Level.

**4. Orders.** Customer may acquire copies of the Licensed Software, Maintenance/Support, Professional Services, Business Critical Services and/or Managed Security Services by submitting a Purchase Order to Veritas or to a Veritas Authorized Reseller.

#### **5. Delivery.**

5.1 **Delivery – Direct Orders to Veritas.** Customer elects to receive all Licensed Software via electronic download where available, and via tangible format where electronic download is not available. Customer acknowledges that Veritas may deliver upgrades and patches to Licensed Software under Maintenance/Support using tangible media as part of mass mailings. The terms of any physical delivery shall be F.O.B. destination.

5.2 **Delivery – Orders to Veritas Authorized Reseller.** Veritas shall not be responsible for delivery under terms other than those stated in Section 5.1, notwithstanding that Customer and a Veritas Authorized Reseller may negotiate other delivery terms.

**6. Maintenance/Support.** Customer may purchase Maintenance/Support for the applicable Licensed Software. Maintenance/Support is provided and performed subject to Veritas's then-current policies and processes. Veritas may amend its Enterprise Technical Support Policy from time to time in its sole discretion; provided, however, that for a period of five (5) years from the Effective Date of this Agreement, Veritas agrees that any such changes shall not significantly degrade the material elements of the Maintenance/Support plan offering provided to Customer. Substantive revisions of such Maintenance/Support policies or processes shall apply to Customer only when Maintenance/Support is renewed. Current Maintenance/Support terms and conditions are available at <http://go.veritas.com/support-fundamentals>.

#### **7. Services.**

(a) **Professional Services.** Customer may purchase Services, which are provided and performed pursuant to the Professional Services Terms Addendum in Attachment 1 and any applicable statement(s) of work.

(b) **Business Critical Services.** Customer may purchase such Business Critical Services, which are provided and performed pursuant to Attachment 3.

(c) **Managed Security Services.** Customer may purchase such Managed Security Services, which are provided and performed pursuant to Attachment 4.

#### **8. Payment Terms; Taxes**

##### **8.1 Payment.**

8.1.1 **Payment Terms – Direct Orders to Veritas.** Customer shall pay all invoices according to the terms of the applicable GSA Schedule Contract.

8.1.2 **Payment Terms – Orders to Veritas Authorized Reseller.** For orders placed with a Veritas Authorized Reseller, payment shall be in accordance with the terms and conditions negotiated between the Veritas Authorized Reseller and the Customer.

##### **8.2 Taxes.**

Taxes will not apply to charges for products or services directly paid for by the Federal Government, if such exemption is allowed by the tax jurisdiction in which the products or services are delivered.

#### **9. Warranties.**

9.1 **Media.** If Veritas provides Customer tangible media for Licensed Software, Veritas warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Veritas will replace any defective media returned to it within the warranty period at no charge to Customer.

9.2 **Licensed Software.** Veritas warrants that the Licensed Software, as delivered by Veritas and when used in accordance with the

Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by Customer to Veritas within the ninety (90) day warranty period, Veritas will do one of the following, selected at Veritas's reasonable discretion: either (a) repair the Licensed Software, (b) replace the Licensed Software with software of substantially the same functionality, (c) terminate the license and refund the relevant license fees paid for such non-compliant Licensed Software, or (d) in the case of software updates provided under Maintenance/Support, refund the relevant Maintenance/Support fees. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication.

**9.3 Maintenance/Support and Business Critical Services.** Veritas warrants, for a period of thirty (30) days from the date of performance of Maintenance/Support, that such Maintenance/Support will be performed in a manner consistent with generally accepted industry standards. For Maintenance/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 Maintenance/Support, Veritas will, in its reasonable discretion either correct any nonconforming Maintenance/Support or refund the relevant fees paid for the nonconforming Maintenance/Support.

**9.4 Professional Services and Managed Security Services.**

(a) Professional Services. Veritas will provide the Professional Services described in the Statement of Work ("SOW") in a good and workmanlike manner and in accordance with generally accepted industry standards.

(b) Managed Security Services. Unless otherwise specified in the Managed Security Services Certificates attached hereto, the Managed Security Service(s) will be performed in a good and workmanlike manner and in accordance with: (a) generally accepted industry standards; and (b) the service level warranties indicated in the applicable Managed Security Service(s) Certificates.

**9.5 Disclaimer of Warranties; Exclusive Remedies.** THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING THE LICENSED SOFTWARE AND RELATED MAINTENANCE/SUPPORT. THE REMEDIES SET FORTH ABOVE IN THIS SECTION 9 ARE CUSTOMER'S EXCLUSIVE REMEDY AND VERITAS'S SOLE LIABILITY WITH RESPECT TO THE APPLICABLE EXPRESS WARRANTIES SET FORTH ABOVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW VERITAS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND STATUTORY OR OTHER WARRANTIES OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THIS AGREEMENT AND ITEMS OR ACTIVITIES CONTEMPLATED HEREUNDER. VERITAS DOES NOT WARRANT THAT THE LICENSED SOFTWARE SHALL MEET CUSTOMER'S REQUIREMENTS OR THAT USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE.

**10. Intellectual Property Claims.**

10.1 Veritas shall defend, indemnify and hold Customer harmless from any claim asserting that the Licensed Software infringes any intellectual property right of a third party, and shall pay any and all damages finally awarded against the Customer by a court of final appeal, or agreed to in settlement by Veritas and attributable to such claim. Veritas's obligations under this provision are subject to Customer's doing the following: notifying Veritas of the claim in writing, as soon as Customer learns of it; providing Veritas all reasonable assistance and information to enable Veritas to perform its duties under this Section. Notwithstanding the foregoing, Customer, through the Attorney General, acting by and through the attorneys of the US Department of Justice, may participate at Customer's expense in the defense of any such claim. Customer has the

right to approve any settlement that affirmatively places on Customer an obligation that has a material adverse effect on Customer other than the obligations to cease using the affected Licensed Software or to pay sums indemnified hereunder. Such approval will not be unreasonably withheld.

10.2 If the Licensed Software is found to infringe, or if Veritas determines in its sole opinion that it is likely to be found to infringe, then Veritas shall either (a) obtain for Customer the right to continue to use the Licensed Software; or (b) modify the Licensed Software so as to make such Licensed Software non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality in which case Customer shall stop using any infringing version of the Licensed Software, or (if Veritas determines in its sole opinion that (a) and/or (b) are not commercially reasonable), (c) terminate Customer's rights and Veritas's obligations under this Agreement with respect to such Licensed Software, and refund to Customer the license fee paid for the relevant Licensed Software, and provide a pro-rated refund of any unused, prepaid Maintenance/Support fees paid by Customer for the applicable Licensed Software.

10.3 Notwithstanding the above, Veritas will have no liability for any infringement claim to the extent that it is based upon: (a) modification of the Software other than by Veritas; (b) combination, use, or operation of the Licensed Software with products not specifically authorized by Veritas to be combined with the Software as indicated in the Documentation; (c) use of the Licensed Software other than in accordance with the Documentation and this Agreement; or (d) Customer's continued use of infringing Licensed Software after Veritas, for no additional charge, supplies or offers to supply modified or replacement non-infringing Licensed Software as contemplated under 10.2(b) above.

THIS SECTION 10 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VERITAS'S SOLE AND EXCLUSIVE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

**11. LIMITATION OF LIABILITY.** EXCEPT AS LIMITED BY APPLICABLE LAW, THE FOLLOWING SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE LEGAL BASIS FOR A CLAIM: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY PERSON 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 THIS AGREEMENT.

THE FOREGOING SHALL APPLY EVEN IF (SUCH PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING FROM VERITAS'S OBLIGATIONS UNDER SECTION 10 (INTELLECTUAL PROPERTY CLAIMS), OR LIABILITY ARISING FROM BREACH OF SECTION 12 (CONFIDENTIALITY) OR FROM CUSTOMER'S BREACH OF ITS PERMITTED SCOPE OF AUTHORIZED USE UNDER THIS AGREEMENT, AND REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, EACH PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR OWED FOR THE LICENSED SOFTWARE, MAINTENANCE/SUPPORT SERVICES OR HARDWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT A PARTY'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. This Section 11, "Limitation of Liability", shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to EXPRESS remedies

provided in the applicable Schedule Contract (i.e. clause 552.238-72 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

## 12. Confidentiality.

12.1 “Confidential Information” means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party (“Discloser”), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information (“Recipient”). A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under this Agreement (“Purpose”). For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall hold the Confidential Information in confidence and not disclose the Confidential Information to any third party. A Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to agents and independent contractors with a need to know in order to fulfill the Purpose who have signed a nondisclosure agreement at least as protective of the Discloser’s rights as this Agreement.

12.2 This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient’s possession before receipt from the Discloser and was not subject to a duty of confidentiality; (c) is rightfully received by the Recipient without any duty of confidentiality; (d) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser’s Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (ii) discloses only as much of the Confidential Information as is required. The Recipient’s obligations with respect to the Confidential Information hereunder will survive any termination of the Agreement. Upon request from the Discloser or upon termination of the Agreement the Recipient shall return to the Discloser all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same, except information that qualifies as a “Government Record” under the Federal Records Act (44 USC 3301).

12.3 Each party will retain all right, title and interest to such party’s Confidential Information. Neither party to this Agreement acquires any patent, copyright or other intellectual property rights or any other rights or licenses under this Agreement except the limited right to use for fulfillment of the Purpose, as set forth in section 12.1 above. Nothing in this provision shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any product or service that is developed without use of the Confidential Information.

13. **Verification.** Except where prohibited by applicable federal law or security regulations, Customer or Ordering Activity as appropriate, agrees to keep accurate business records relating to its use and deployment of the Licensed Software. Upon thirty (30) days prior written notice, Customer agrees to provide Veritas written reports related to Customer’s use of the Licensed Software to verify Customer’s compliance with its obligations under this Agreement. Such report shall include, at a minimum, the product name (including any options, agents and extensions), version number, quantity of each product, and the operating system/platform, hardware model, Host ID and street address location of the Designated Computer on each such copy is installed. In the event that Customer fails to provide reports acceptable to Veritas; once annually, Veritas may verify Customer’s compliance with this Agreement by reviewing (upon five (5) business days’ prior written

notice) Customer’s use and deployment of the Licensed Software. Either Veritas or an independent public accounting firm reasonably acceptable to both parties shall perform the audit during Customer’s regular business hours with minimal disruption to Customer’s ongoing business operations and adherence to any security measures the Customer deems appropriate, including any requirements under Federal security regulations that may require personnel clearances prior to accessing sensitive information or facilities. Any nondisclosure agreement Customer may require the independent public accounting firm to execute shall not prevent disclosure of the audit results to Veritas. All audits shall be subject to Customer’s reasonable safety and security policies and procedures. In the event unauthorized deployments of Veritas products are disclosed by the audit, Veritas will submit a claim to the contracting officer of the Customer or relevant Ordering Activity.

## 14. Term and Termination.

14.1 Term. Unless terminated as set forth in the applicable GSA Schedule Contract, these Master Terms shall continue indefinitely, and each Addendum shall continue for the term set forth in such Addendum.

### 14.2 Termination.

The provisions of this Agreement regarding confidentiality, restrictions on use of intellectual property, limitations on liability and disclaimers of warranties and damages, audit, and Customer’s payment obligations accrued prior to termination, shall survive any termination. The license grants for Licensed Software and terms regarding Maintenance/Support purchased prior to termination shall survive such termination.

## 15. General

15.1 Governing Law; Severability; Waiver. This Agreement shall be governed by and construed in accordance with the laws of the United States. 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. If any provision of this Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement shall remain in full force and effect. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other right for subsequent breach or default.

15.2 Assignment. Except with respect to the Licensed Software as set forth in Section 2.2 above, and subject to FAR 42.12 (Novation and Change of Name Agreements and its successor regulations), neither party may assign this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without the other party’s prior written consent. Such consent shall not be unreasonably withheld or delayed. For purposes of this provision, a change of control shall constitute an assignment. Notwithstanding the foregoing, either party may, upon written notice to the non-assigning party, (i) assign this Agreement to a successor in interest to all or substantially all of its assets, whether by sale, merger, or otherwise, (ii) assign this Agreement to a parent company; or (iii) assign this Agreement to a wholly-owned subsidiary. All terms and conditions of the Agreement shall be binding upon any assignee hereunder; assignee’s acceptance of these terms shall be evidenced by its performance hereunder.

15.3 Export. Customer acknowledges that the Licensed Software and related technical data and services (collectively “Controlled Technology”) may be subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. Customer agrees to comply with all relevant laws and will not to export or re-export any Controlled Technology in contravention to U.S. law, nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Controlled Technology is prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. Customer

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hereby agrees that it will not export, re-export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

15.4 Government Rights. The Licensed Software and Documentation are deemed to be commercial computer software as defined in FAR Part 12 and its successor regulations, and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software and Documentation by the Government shall be solely in accordance with the terms of this Agreement.

15.5 Entire Agreement. Any subsequent modifications to this Agreement shall be made in writing and must be duly signed by authorized representatives of both parties or they shall be void and of no effect. Unless an Ordering Activity and Veritas negotiate alternative terms, this Agreement prevails.

Order of precedence. Notwithstanding anything in this Agreement to the contrary, any inconsistencies between this Agreement and the schedule Contract to which it has been made a part, shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses paragraphs of the Schedule Contract's "Contract Terms and Conditions- Commercial Items" clause,
- (3) The clause at 52.212-5, as incorporated into the Schedule Contract
- (4) Solicitation provisions if this is a solicitation.
- (5) Other paragraphs of this clause.
- (6) Addenda to this solicitation or contract, including any license agreements for computer software.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

15.6 Force Majeure. Each party shall be excused from performance (other than payment obligations) for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control, including but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, regulatory requirements or shortages of transportation, facilities, fuel, energy, labor or materials.

15.7 Notices. All notices required to be sent hereunder shall be in writing addressed to the relevant Contracting Officer or to Veritas's corporate headquarters, with a simultaneous cc: to the attention of Veritas's Legal Department/General Counsel. Notices shall be effective upon receipt, and shall be deemed to have been received as follows: (a) if personally delivered by courier, when delivered; (b) if mailed by first class mail, on the fifth business day after deposit in the mail with the proper address; or (c) if by certified mail, return receipt requested, on the date received.

15.8 Signatures. Facsimile signatures and signed facsimile copies of this Agreement, its Addenda, attachments and exhibits shall legally bind the parties to the same extent as originals. This Agreement with its accompanying Addendum/Addenda may be executed in multiple counterparts all of which taken together shall constitute one single agreement between the parties. The signatories hereto represent that they are duly authorized to sign this Agreement on behalf of their respective companies.

15.9 Subcontractors. Veritas may assign the Service(s) (Maintenance/Support, Business Critical Services or Managed Security Services) or any part thereof, and may additionally subcontract the Agreement and / or Service(s), provided that it remains responsible for any subcontractors performing on its behalf.

Attachment 1 – Professional Services Addendum

Attachment 2 – Hardware Warranty Agreement (Veritas 8160/8360/8380)

Attachment 3 – Business Critical Services

Attachment 4 – Managed Security Services



**ATTACHMENT 1**

**PROFESSIONAL SERVICES TERMS ADDENDUM**



## ATTACHMENT 1

### PROFESSIONAL SERVICES TERMS ADDENDUM

**1. Statements of Work** (a) During the Term (as defined in Section 2 below) Veritas and Customer (including Ordering Activity) may agree upon a written statement of work, quote/order form, or certificate under this Addendum (“**SOW**”), that may include descriptions of services to be performed by Veritas (“**Professional Services**”) and deliverables (“**Deliverables**”) to be provided by Veritas, fees, duration and renewal of the Professional Services, and other responsibilities undertaken by Customer and/or Veritas. Certain Professional Services may require software, hardware and associated documentation to be separately provided by Veritas as part of the Service (“**Service Components**”). This Addendum will control in the event of any conflict with a SOW, unless otherwise specified in the SOW. However, the SOW may contain terms and conditions specific to the applicable Professional Services ordered which terms will have no effect on other SOWs.

**2. Term; Termination.** “**Term**” means the applicable effective period of this Addendum and/or of Professional Services under a Purchase Order or SOW. The Term of this Addendum will begin on the Effective Date and continue until termination. The Term for any Professional Services provided under this Addendum, which may include an initial set-up period, will be as set forth in the applicable Purchase Order or SOW and may be extended by mutual agreement of the parties. This Addendum and/or a SOW may be terminated in accordance with the terms of the applicable GSA Schedule contract.

**3.** The Purchase Order issued by the Ordering Activity shall include any additional terms and conditions negotiated between Veritas and the Ordering Activity regarding payment for Professional Services fees, travel and living expenses incurred in the course of performance and reseller fees.

#### **4. Rights in Deliverables.**

**(a) Ownership Rights.** Subject to Veritas’s rights in Veritas Information and Veritas Derivative Work as each are defined below, all Deliverables created specifically for and provided to Customer by Veritas under an SOW will, upon final payment, become the property of Customer for Customer’s internal business purposes. Any inventions, designs, intellectual property or other derivative works of Veritas Information, will vest in and be the exclusive property of Veritas (“**Veritas Derivative Work**”). Any inventions, designs, intellectual property or other derivative works of Customer Information (as defined below) will vest in and be the exclusive property of Customer (“**Customer Derivative Work**”).

**(b) Pre-Existing Work.** Any pre-existing proprietary or Confidential Information of Veritas or its licensors used to perform the Professional Services, or included in any Deliverable, including, but not limited to Service Components, software, appliances, methodologies, code, templates, tools, policies, records, working papers, know-how, data or other intellectual property, written or otherwise, including Derivative Works will remain the exclusive property of Veritas and its licensors (collectively, “**Veritas Information**”). Any Customer pre-existing information, including but not limited to any Customer proprietary and Confidential Information provided to Veritas by Customer will remain the exclusive property of Customer or its licensors (“**Customer Information**”). For the purposes of this Addendum, Veritas Information and Customer Information will be deemed Confidential Information.

**(c) Retention.** Customer acknowledges that Veritas provides similar services to other customers and that nothing in this Addendum or a SOW will be construed to prevent Veritas from carrying on such business. Customer acknowledges that Veritas may at its sole discretion develop, use, market, distribute and license substantially similar Deliverables. Notwithstanding the preceding sentence, Veritas agrees that it will not market or distribute any Deliverables that include the Confidential Information of Customer.

**(d) License Grant.** In consideration of Customer’s payment of applicable Fees, Veritas grants Customer a limited, non-exclusive, non-transferable license, to access and use, in accordance with the SOW and solely for Customer’s internal business purposes: (i) Veritas Information, to the extent such information is necessary to utilize the Professional Services or incorporated into any Deliverable; and (ii) Service Components in the format provided by Veritas, for use on systems under Customer’s control, solely in connection with the Professional Services for which such Service Components are provided.

**(e) License Restrictions.** Customer will not act to infringe the intellectual property rights of Veritas or its licensors, including Veritas Information. Other than as expressly permitted under this Addendum or applicable law, Customer will not copy, sublicense, sell, rent, lease or otherwise distribute Veritas Information, or permit either direct or indirect use of Veritas Information by any third party. Customer will not modify, reverse engineer, disassemble, decompile, or create derivative works of Veritas Information, or otherwise attempt to build a competitive product or service using Veritas Information. Notwithstanding the foregoing, the license grant set forth above may be further limited as set forth in any applicable SOW.

**(f)** In the event that Customer, based on its prime contract with the U.S. Government, requires that data from analysis tasks performed under a SOW be transferable to a specific U.S. Government agency, then Customer shall identify the prime contract number and the U.S. Government Agency in that SOW. Veritas will allow the transfer request to the specified U.S. Government Agency under the prime contract number identified in the SOW. The rights in technical data transferred to the U.S. Government under the prime contract number identified in a SOW are set forth in Section (g) below. This provision will only apply to an Ordering Activity if the parties so state in an applicable SOW with such Ordering Activity.

**(g) Government Rights.** The data resulting from analysis tasks performed under an applicable SOW are deemed to be Commercial Items as defined in FAR Part 12 and its successor regulations, subject to restricted rights as defined in DFARS 252.227-7015, “Technical Data – Commercial Items”, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of such data by the U.S. Government agency identified in the applicable SOW shall be solely in accordance with the terms of this Agreement.

#### **5. Intellectual Property Indemnification.**

a) To the extent the Addendum includes provisions providing an express intellectual property indemnity for Licensed Software, such provision(s) are supplemented to add the Deliverables to the scope of the parties’ obligations under such indemnification provisions, to the same extent as for such Licensed Software. Where Customer’s use of the Deliverables is terminated pursuant to such provisions, the Deliverables shall be returned to Veritas and Veritas’s sole liability, in addition to its indemnification obligations herein, shall be to refund to Customer the fees paid to Veritas for the relevant Services or portion thereof.

b) In the event that any willful misconduct or grossly negligent act or omission of a Party or its employees during the performance of Professional Services on Customer’s premises causes or results in the (i) loss, damage to or destruction of physical property of the other Party or third parties, and/or (ii) death or injury to any person, then such Party will indemnify, defend and hold the Party harmless from and against any and all resulting claims, damages, liabilities, costs and expenses (including reasonable attorney’s fees), subject to the Limitation of Liability of the Master Agreement, as supplemented below.

**6. Non-Solicitation.** During the Term of any applicable SOW, and for a period of one (1) year thereafter, neither Party will actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee of either Party associated with the performance of Professional Services under the applicable SOW without the prior written consent of the other Party. This provision will in no way restrict the right of either Party to solicit generally in the media for required personnel, and will not restrict employees, contractors, or representatives of either Party from pursuing on their own initiative employment opportunities from or with the other Party. In the event a Party violates this provision, the Parties may mutually agree to liquidated damages.

**7. Data Privacy.** For the purpose of providing Professional Services pursuant to this Addendum, Veritas will require Customer to supply certain personal information e.g. business contact names, business telephone numbers, business e-mail addresses. Customer acknowledges that Veritas is a



global organization, and such personal information may be accessible on a global basis by Veritas affiliates or Veritas partners and subcontractors, including in countries that may have less protective data protection laws than the country in which Customer is located. By providing such personal information, Customer consents to Veritas using, transferring and processing this information on a global basis for the use described above. For any question regarding the use of personal information, Customer may contact Veritas Technologies LLC - Privacy Lead, 500 East Middlefield Road, Mountain View, CA 94043, U.S.A. Telephone (650) 933-1000 Email: [privacy@veritas.com](mailto:privacy@veritas.com).

**8. Miscellaneous. (a)** While on Customer's premises, Veritas will ensure that its personnel follow all reasonable instructions, as such are provided to Veritas prior to the performance of the Professional Services. **(b)** Veritas is an independent contractor and will not be deemed an employee or agent of Customer. **(c)** Veritas has the right to subcontract the performance of the Professional Services to third parties, provided that Veritas remains responsible for the contractual obligations according to this Addendum and any SOW.



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**Attachment 2  
Hardware Appliance Warranty**



## Attachment 2 Hardware Appliance Warranty

1. **HARDWARE/SOFTWARE.** The hardware ("Hardware") that accompanies this Warranty Agreement is to be used only with the Licensed Software. "Licensed Software" means the Veritas software product, in object code form, that is pre-loaded, pre-installed, or included as a media kit accompanying the Hardware, including any documentation provided with such software. You may not use the Licensed Software unless You have purchased a separate license for such Licensed Software. Your use of the Licensed Software shall comply with the terms and conditions of the Master License Agreement that has been accepted as part of the applicable GSA Schedule contract and the License Instrument applicable for such Licensed Software. "License Instrument" means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Veritas license certificate or a similar license document issued by Veritas, or a written agreement between You and Veritas, that accompanies, precedes or follows the Master License Agreement for the Licensed Software.

2. **OWNERSHIP.** The Licensed Software is the proprietary property of Veritas or its licensors and is protected by copyright law. Veritas and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this Warranty Agreement. All rights not expressly granted to You are retained by Veritas and/or its licensors.

3. **GEOGRAPHIC USE LOCATION.** Prior to using the Hardware, You must register a service tag for such Hardware in the location You intend to use the Hardware ("Geographic Use Location"). In the event You wish to change Your Geographic Use Location, You must re-register the Hardware using the tag transfer process located at [https://www.veritas.com/support/en\\_US/contact](https://www.veritas.com/support/en_US/contact). Any change to the Geographic Use Location and/or any service request which requires Veritas to obtain additional information and/or validate information to acknowledge and approve warranty service entitlements may result in a delay in providing such warranty service entitlements.

4. **LIMITED WARRANTY.** Veritas warrants that the Hardware shall be free from defects in material and workmanship under normal authorized use and service and will substantially conform to the written documentation accompanying the Hardware for the applicable Warranty Period (defined in this Section 4) and as specified at the time of original purchase and in the packing slip documentation accompanying Your Hardware. The standard warranty period is three (3) years from the date of original purchase of the Hardware ("Standard Warranty Period"). However, if at time of original purchase You acquired extended warranty, as indicated in the packing slip documentation accompanying Your Hardware, the Hardware shall be warranted for a period of up to five (5) years from the date of original purchase ("Extended Warranty Period"). "Standard Warranty Period" and "Extended Warranty Period" shall collectively be referred to as "Warranty Period". Upon confirmation of a defect or failure of a Hardware, or component thereof, to perform as warranted in this Section 4, and depending on the then-current Geographic Use Location of the Hardware, Your sole and exclusive remedy for defective Hardware, or component thereof, if notified within the Warranty Period, shall be for Veritas, at its sole option and discretion, to:

(i) repair or replace the defective Hardware, or component thereof, with either a new or refurbished replacement Hardware, or component thereof, as applicable;

(ii) provide onsite repair services for any defective Hardware, or component thereof; or

(iii) repair or replace any defective Hardware returned to Veritas through Veritas's Returned Merchandise Authorization Services process for Hardware.

All defective Hardware, or component thereof, which has been replaced, shall become the property of Veritas. All defective Hardware, or component thereof, which has been repaired shall remain Your property. **EXCEPT FOR THE SPECIFIC WARRANTIES OR REMEDIES SET FORTH UNDER THE APPLICABLE GSA SCHEDULE, THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY, AND VERITAS'S SOLE AND EXCLUSIVE LIABILITY FOR VERITAS'S BREACH OF THIS LIMITED WARRANTY.**

5. **LIMITED HARDWARE WARRANTY SUPPORT SERVICES.** During the Warranty Period, warranty support services will be provided in accordance with (i) the service procedures identified by Veritas in Section 7, below, and (ii) the then-current Veritas Enterprise Technical Support Policy in accordance with Section 6 (Maintenance/Support) of the Agreement

The Geographic Use Location of the Hardware will determine whether You are entitled to either warranty service consisting of (a) Next Business Day Service, (b) Same Day Service or (c) Return Merchandise Authorization Services as detailed below in this Section 5. Upon discovery of any failure of the Hardware, or component thereof, during the Warranty Period, the following options are available to You.

A. **Next Business Day Service.** You may initiate a request for next business day onsite repair services if You have purchased such services as part of Your warranty support. A service technician will, in most cases, be dispatched to arrive at Your location for onsite repair services on the next business day; Monday through Friday 8:00 AM to 6:00 PM local time, excluding regularly observed holidays. If the service technician is dispatched for onsite repair services after 5:00 PM local time, the service technician may take additional business day(s) to arrive at Your Geographic Use Location.

B. **Same Day Service.** If You have purchased the optional same day service upgrade, then for an additional fee and if offered in the then current Geographic Use Location, You may initiate a request for same day onsite services. A service technician will, in most cases, be dispatched to arrive at Your location for onsite service within the same day after dispatch, twenty-four (24) hours a day, seven (7) days a week (including holidays), provided the service location is between one hundred twenty-five (125) miles from the nearest parts stocking location.

C. **Return Merchandise Authorization Process.** In the event Veritas does not have Next Business Day Service, or Same Day Service available in Your then current Geographic Use Location or, if, Veritas determines in its sole discretion that Next Business Day, or Same Day Service may not be appropriate You are required to contact Veritas within ten (10) days after such failure and seek a return material authorization ("RMA") number. Veritas will promptly issue the requested RMA as long as Veritas determines that You meet the conditions for warranty service. The allegedly defective Hardware, or component thereof, shall be returned to Veritas, securely and properly packaged, freight and insurance prepaid, with the RMA number prominently displayed on the exterior of the shipment packaging and with the Hardware. Veritas will have no obligation to accept any Hardware which is returned without an RMA number. Veritas reserves the right, in its sole option, to repair or replace defective Hardware, or component thereof. With respect to a return of defective Hardware, or component thereof, Veritas and Customer or Ordering Activity will negotiate mutually agreeable transportation or other direct costs. With respect to a return of functional



Hardware, or return of Hardware ordered in error by Customer, Customer will pay any transportation costs. Any credits are subject to Veritas's then-current RMA (Return Materials Authorization) policies/process.

6. **SERVICE PARTS INSTALLATION.** Regardless of the service response level purchased, some component parts are specifically designed for easy removal and replacement by You: such parts are designated as Customer Self Replaceable ("CSR"). If during the troubleshooting and diagnosis, the Veritas technical support analyst determines that the repair can be accomplished with a CSR designated part, Veritas will ship the CSR designated part directly to You. CSR parts fall into two categories:

- (A) **Optional CSR parts.** Optional CSR parts are designed for simple installation by You; however, depending on the type of service that was purchased with the Supported Product, Veritas may provide an onsite technician to replace the parts.
- (B) **Mandatory CSR parts.** Mandatory CSR parts are designed for simple installation by You and Veritas does not provide installation labor services to install Mandatory CSR parts. If You request that Veritas and/or the Veritas Authorized Reseller replace these parts, You will be charged a fee for this service.

7. **HARDWARE WARRANTY SERVICE PREQUISITES. IN ORDER TO EXERCISE ANY OF THE WARRANTY RIGHTS CONTAINED IN THIS WARRANTY AGREEMENT, YOU MUST COMPLY WITH THE FOLLOWING PROCEDURES:**

- (A) have available an original sales receipt or bill of sale demonstrating proof of purchase with Your warranty claim;
- (B) separately procure and maintain during the entire Warranty Period, an active maintenance contract for the Licensed Software, as designated by Veritas and corresponding support ("Software Support and Maintenance");
- (C) identify for Veritas the then current Geographic Use Location for the Hardware, in accordance with Veritas's requirements.
- (D) Prepare for the Call. You must have the following information and materials ready when You call the technician: Your system's invoice and serial numbers; the then current Geographic Use Location service tag number for the Hardware; model and model numbers; the current version of the operating environment You are using; and the brand names and models of any peripheral devices (such as a mouse and/or keyboard) You are using.
- (E) Call For Assistance. For warranty service and support call the support telephone numbers provided upon purchase of Your Software Support and Maintenance.
- (F) Explain Your Problem to the Technician. Now You are ready to describe the problem You are having with Hardware. Let the technician know what error message You are getting and when it occurs; what You were doing when the error occurred; and what steps You may have already taken to solve the problem.
- (G) Cooperate with the Technician. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the technician. Listen carefully to the technician and follow the technician's directions.
- (H) Software/Data Backup. If the technician is unable to resolve the problem over the phone and determines that onsite support services as identified in Section 5, above, is necessary, the following standard procedure applies:

**Software/Data Backup.** You understand and agree that Veritas and its licensors are not responsible for any loss of software or data. You should back up the software and data on the hard disk drive of Your Hardware and on any other storage device(s) in the Hardware.

8. **HARDWARE WARRANTY SERVICE RESTRICTIONS/EXCLUSIONS.** The warranties contained in this Warranty Agreement will not apply to any-Hardware which:

- a) has been altered, supplemented, upgraded or modified in any way not authorized by Veritas;
- b) has been repaired except by Veritas or its designee;

Additionally, the warranties contained in this Warranty Agreement do not apply to repair or replacement caused or necessitated by: (i) events occurring after risk of loss passes to You such as loss or damage during shipment; (ii) acts of God including without limitation natural acts such as fire, flood, wind earthquake, lightning, or similar disaster; (iii) improper use, environment, installation or electrical supply, improper maintenance, or any other misuse, abuse or mishandling (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible, defective, or inferior devices, supplies, or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Veritas (or its representatives); (iv) governmental actions or inactions; (v) strikes or work stoppages; (vi) Your failure to follow applicable use or operations instructions or manuals; (vii) Your failure to implement, or to allow Veritas or its designee to implement, any corrections or modifications to the Hardware made available to You by Veritas; (viii) the moving of the Hardware from one Geographic Use Location to another or from one entity to another or (ix) such other events outside Veritas's reasonable control.

9. **WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT TO THE EXTENT THIS WARRANTY DISCLAIMER CONFLICTS WITH ANY WARRANTIES EXPRESSLY STATED IN THE APPLICABLE GSA SCHEDULE, THE WARRANTIES SET FORTH IN SECTION 4 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERITAS MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE HARDWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE HARDWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.**

## 10. GENERAL

10.1. **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Hardware.

10.2. **INTERNATIONAL COMMERCE TERMS (INCOTERMS):** Delivery of all items shall be in accordance with the Agreement.

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**Attachment 3  
Business Critical Services**

- **BUSINESS CRITICAL ADVANCED ACCESS**
- **BUSINESS CRITICAL SERVICES REMOTE PRODUCT SPECIALIST**
- **BUSINESS CRITICAL SERVICES – CLEARED SUPPORT/VERIFIED SUPPORT**



**Attachment 3  
Business Critical Services**

Where the terms of the following Business Critical Services Certificates issued separately to the Customer conflict with the terms of the Attachment 3 Certificates, the terms of the following Certificates shall control for each respective Business Critical Services support offering:



## Business Critical Advanced Access

- **BCS-AA Offering:** Commencing on the issue date set forth on the face of this Certificate, Veritas will provide to Licensee BCS-AA for the Product Family/Families (as defined below) listed on the face of this Certificate, under the terms and conditions listed below, until the end date set forth on the face of the Certificate.
- **Product Family:** The following URL <http://go.veritas.com/bcs-aa-coverage> lists, by Product Family, the underlying Veritas software products ("Software") eligible for coverage under BCS-AA. Licensee acknowledges that BCS-AA only applies to Software under the specific Product Family for which Licensee has purchased BCS-AA and that the list of Software may be revised and updated by Veritas from time to time without notice to Licensee. If additional Veritas software is added to the list of Software after the issue date set forth on the face of the Certificate, for the Product Family covered under this Certificate, no additional BCS-AA fee shall apply for BCS-AA coverage of such additional Software.
- **BCS-AA Services:** BCS-AA for each Product Family purchased by Licensee consists of the following services. Such services will be provided during each annual term for applicable Eligible Software: (i) priority call queuing; (ii) direct access to a Senior Veritas Technical Services Engineers for Severity 1 and Severity 2 Cases; (iii) access to the Business Critical Services website.; and (iv) unlimited number of Designated Contacts per Product Family. Delivery of BCS-AA services is in English.
- **Renewal Term; Fees for Renewal Term.** Unless otherwise terminated, Licensee's annual subscription for BCS-AA may be renewed for additional periods of twelve (12) months each (each, a "Renewal Term"), subject to general availability of BCS-AA on the applicable GSA price list and subject to Licensee's satisfaction of all requirements set forth in this Certificate. If Licensee purchases the Renewal Term through a Veritas authorized reseller, then the amount of fees for Licensee's Renewal Term and payment terms will be those fees and terms that are separately arranged between Licensee and such distributor/reseller.

### II. **Prerequisites for BCS-AA:**

- **Required Maintenance/Support.** Licensee may only subscribe to receive BCS-AA (as defined in Section I above) during such time as Licensee has and maintains a valid support agreement for Essential Support for the Software. Designated Contacts shall be established in accordance with any then current Veritas policies. Additionally, Licensee is required to maintain consistency across all Software within a Product Family and may not exclude any individual Software product within a Software Family for coverage under this Certificate.
- **Payment.** Licensee's right to receive BCS-AA is subject to payment of applicable annual fees for both all required Essential Support and such BCS-AA. If Licensee's failure to pay the BCS-AA fees constitutes a material breach of the contract, then Veritas shall have the right to suspend or terminate the provision of BCS-AA for the Eligible Software. If Licensee's failure to pay for required Essential Support constitutes a material breach of the contract, then Veritas shall also have the right to suspend or terminate the provision of Essential Support for such unsupported Eligible Software, and in which case Veritas may also suspend or terminate BCS-AA for that Eligible Software. A material breach shall be deemed to occur if the Licensee fails to pay the contractually specified BCS-AA fees and/or Essential Support fees without justification for a period of sixty (60) days or more from the date when payment was due. If Licensee has a site license then Licensee is required to maintain Essential Support for all Software covered under a site license. The requirements in this Certificate to maintain and pay for Essential Support for the Eligible Software are separate from and do not change Licensee's obligation to maintain and pay for Essential Support for Software under any other agreement between Veritas and Licensee.

### III. **Terms and Conditions:**

- **Limitations.** Notwithstanding anything to the contrary herein, Licensee shall have no right to sell, resell, outsource, or otherwise transfer the benefits of BCS-AA to any third party under any circumstances. Licensee shall not assign, delegate, or subcontract any of its rights or obligations under this Certificate absent Veritas's written consent, except to the extent expressly permitted under the License Agreement.
- **Termination.** Veritas may terminate Licensee's BCS-AA under this Certificate for Licensee's non-payment pursuant to Section II of this Certificate. Licensee's BCS-AA under this Certificate will also automatically terminate upon any termination of the License Agreement or any termination of required Essential Support pursuant to Section II of this Certificate. No refund will be due for any termination of BCS-AA under this Certificate. **Acknowledgement of Use of Personal Data.** Licensee recognizes that Veritas will require Licensee to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), in order for Veritas to provide BCS-AA and to keep Licensee apprised of support and product updates. Licensee acknowledges that Veritas is a global organization, and such personal data may be accessible on a global basis to enable Veritas to provide BCS-AA. By providing such personal data, Licensee consents to Veritas using, transferring and processing this personal data on a global basis for the purposes described **above**.

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**BUSINESS CRITICAL NATIONAL PACKAGE**

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I.



# VERITAS™

BUSINESS CRITICAL SERVICES DATACENTER PACKAGE

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## BUSINESS CRITICAL SERVICES REMOTE PRODUCT SPECIALIST

### I. BCS-RPS Offering

Commencing on the issue date set forth on the face of this Certificate, Veritas will provide to Licensee BCS-RPS for the Product Family/Families (as defined below) listed on the face of this Certificate, under the terms and conditions listed below, until the end date set forth on the face of the Certificate.

- **Product Family:** The following URL <http://go.veritas.com/bcs-rps-coverage> lists, by Product Family, the Software eligible for coverage under BCS-RPS. Licensee acknowledges that BCS-RPS only apply to Software under the specific Product Family for which Licensee has purchased BCS-RPS and that the list of Software may be revised and updated by Veritas from time to time without notice to Licensee. If additional Veritas software is added to the list of Software after the issue date set forth on the face of the Certificate, no additional BCS-RPS fee shall apply for BCS-RPS coverage of such additional Software provided that Licensee has purchased BCS-RPS for the relevant Product Family.
- **BCS-RPS Services:** BCS-RPS for each Product Family purchased by Licensee consists of the following services. Such services will be provided during each annual term for applicable Software: (i) six (6) Designated Contacts per Product Family; (ii) Priority Call Queuing; (iii) Access to a Shared or Dedicated Remote Product Specialist, as such terms are defined at <http://go.veritas.com/bcs-service-descriptions> during regional business hours. All calls will be directed to an advanced team outside of regional business hours or in the event the Remote Product Specialist is not available.
- **Renewal Term; Fees for Renewal Term.** Unless otherwise terminated, Licensee's annual subscription for BCS-RPS may be renewed for additional periods of twelve (12) months each (each, a "Renewal Term"), subject to general availability of BCS-RPS on the applicable GSA price list and subject to Licensee's payment of the applicable BCS-RPS fees as well as payment of the annual fees for required Essential Support. If Licensee purchases the Renewal Term through a Veritas authorized reseller, then the amount of fees for Licensee's Renewal Term and payment terms will be those fees and terms that are separately arranged between Licensee and such reseller.

### II. Prerequisites for BCS-RPS:

- **Required Maintenance/Support.** Licensee may only subscribe to receive BCS-RPS (as defined in Section I above) during such time as Licensee has and maintains a valid support agreement for Essential Support for the Software. BCS-RPS is only applicable to Software installed in production environments.
- **Payment.** Licensee's right to receive BCS-RPS is subject to payment of applicable annual fees for both all required Essential Support and such BCS-RPS. If Licensee's failure to pay the BCS fees constitutes a material breach of the contract, then Veritas shall have the right to suspend or terminate the provision of BCS-RPS for the Eligible Software. If Licensee's failure to pay for required Essential Support constitutes a material breach of the contract, then Veritas shall also have the right to suspend or terminate the provision of Essential Support for such unsupported Eligible Software, and in which case Veritas may also suspend or terminate BCS-RPS for that Eligible Software. A material breach shall be deemed to occur if the Licensee fails to pay the contractually specified BCS fees and/or Essential Support fees without justification for a period of sixty (60) days or more from the date payment was due. If Licensee has a site license then Licensee is required to maintain Essential Support for all Software covered under a site license. The requirements in this Certificate to maintain and pay for Essential Support for the Software are separate from and do not change Licensee's obligation to maintain and pay for Essential Support for Software under any other agreement between Veritas and Licensee.

### III. Terms and Conditions:

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- **Designated Contacts:** Any Designated Contact may call Veritas for assistance; provided that Designated Contacts can only request BCS-RPS for Software. Designated Contacts shall have a thorough understanding of the Software for which they are the named contact(s). Veritas reserves the right to request replacement of any Designated Contact if Veritas reasonably deems that such Designated Contact lacks the necessary technical and product knowledge to assist Veritas with the timely resolution of a Licensee problem. Licensee will use its best efforts to designate a replacement Designated Contact with appropriate technical and product knowledge as soon as is reasonably practicable. Licensee recognizes that the lack of suitably-qualified Designated Contacts may affect Veritas's ability to provide the BCS-RPS hereunder.
- **Limitations.** Notwithstanding anything to the contrary herein, Licensee shall have no right to sell, resell, outsource, or otherwise transfer the benefits of BCS-RPS to any third party under any circumstances. Licensee shall not assign, delegate, subcontract any of its rights or obligations under this Certificate absent Veritas's written consent, except to the extent expressly permitted under the License Agreement.
- **Termination.** Veritas may terminate Licensee's BCS-RPS under this Certificate for Licensee's non-payment pursuant to Section II of this Certificate. Licensee's BCS-RPS under this Certificate will also automatically terminate upon any termination of the License Agreement or any termination of required Essential Support in accordance with Section II. Except as otherwise provided herein, no refund will be due for any termination of BCS-RPS under this Certificate.
- **Acknowledgement of Use of Personal Data.** Licensee recognizes that Veritas will require Licensee to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), in order for Veritas to provide BCS-RPS and to keep Licensee apprised of support and product updates. Licensee acknowledges that Veritas is a global organization, and such personal data may be accessible on a global basis to enable Veritas to provide BCS-RPS. By providing such personal data, Licensee consents to Veritas using, transferring and processing this personal data on a global basis for the purposes described above.

## **Veritas Business Critical Services – Cleared Support Services Verified Support**

- I. **CSS-VS Services:** Commencing on the issue date set forth on the face of this Certificate, Veritas will provide to Licensee CSS-VS Services for the Supported Products (as defined below), listed on the face of this Certificate, for the period set forth on the face of this Certificate ("Term").
- **CSS-VS Services.** CSS-VS Services shall mean: (i) support services consisting of initial verification of Licensee' entitlement and subsequent remote diagnostic and troubleshooting performed only by United States citizens in the fifty (50) states of the United States and (ii) performed at up to a total of three (3) Supported Data Centers as designated in writing by Licensee to Veritas.
  - **Supported Products.** The following URL <http://go.veritas.com/cleared-support-services> lists, the Supported Products, for which CSS-VS Services are provided under this Certificate, subject to purchase by Licensee of Essential Support for each Product Title designated by Licensee to be covered hereunder. Licensee acknowledges that the list of Supported Products may be revised and updated by Veritas from time to time without notice to Licensee.
  - **Renewal Term; Fees for Renewal Term.** Unless otherwise terminated, upon request, Licensee's annual subscription for CSS-VS Services may be renewed for additional periods of twelve (12) months each (each, a "Renewal Term"), subject to general availability of CSS-VS Services on the applicable GSA price list and subject to Licensee's satisfaction of all requirements set forth in this Certificate. In the event the Ordering Activity wishes to renew such CSS-VS Services, the CSS-VS fees charged to such Ordering Activity or to a Veritas authorized distributor/reseller, as applicable, for each twelve (12) month period of any Renewal Term, shall be the BCS fees for the immediately preceding twelve (12) month period ("Base CSS-VS Services Fee") plus an increase not to exceed more than three percent (3%) over the Base CSS-VS Services Fee. If Licensee purchases the Renewal Term through a Veritas authorized distributor/reseller, then the amount of fees for Licensee's Renewal Term and payment terms will be those fees and terms that are separately arranged between Licensee and such distributor/reseller.
- II. **Prerequisites for CSS-VS Services:**
- **Required License Agreement and Maintenance/Support.** Licensee must hold a valid license agreement ("License Agreement") for the underlying Software Product Title and have a current support agreement for Essential Support for each Software Product Title. Designated Contacts for CSS-VS Services shall be those same Designated Contacts established in connection with Essential Support for each Product Title designated by Licensee for coverage hereunder.
  - **Payment.** Licensee's right to receive CSS-VS Services is subject to payment of applicable annual fees for (i) all required Essential Support and (ii) CSS-VS Services. If Licensee's failure to pay the BCS fees constitutes a material breach of the contract, then Veritas shall have the right to suspend or terminate the provision of CSS-VS for the Supported Products. If Licensee's failure to pay for required Essential Support constitutes a material breach of the contract, then Veritas shall also have the right to suspend or terminate the provision of Essential Support for such unsupported Product Titles, and in which case Veritas may also suspend or terminate CSS-VS for such Support Products. A material breach shall be deemed to occur if the Licensee fails to pay the contractually specified BCS fees and/or Essential Support fees without justification for a period of sixty (60) days or more from the date payment was due.
- III. **Terms and Conditions:**
- **Limitations.** Licensee shall have no right to sell, resell, outsource, or otherwise transfer the benefits of CSS-VS Services to any third party under any circumstances. Licensee shall not assign, delegate, or subcontract any of its rights or obligations under this Certificate absent Veritas's written consent, except to the extent expressly permitted under the License Agreement.
  - **Termination.** Licensee's CSS-VS Services may be terminated (i) by Veritas for Licensee's non-payment of applicable fees in accordance with Section II; or (ii) automatically upon any termination of the License Agreement or any termination of required Essential Support in accordance with Section II. No refund will be due for any termination of CSS-VS Services.
  - **Acknowledgement of Use of Personal Data.** Licensee recognizes that Veritas will require Licensee to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), in order for Veritas to provide CSS-VS Services and to keep Licensee apprised of support and product updates. Licensee acknowledges that Veritas is a global organization, and such personal data may be accessible on a global basis to enable Veritas to provide CSS-VS Services. If and by providing such personal data, Licensee consents to Veritas using, transferring and processing this personal data on a global basis for the purposes described above.

**Veritas DeepSight Early Warning Services Certificate  
Silver, Gold, and Platinum Services  
Intentionally Deleted**

**Veritas DeepSight Early Warning Services Certificate**

**DeepSight Early Warning Services Starter Pack, DeepSight Early Warning Services Advanced Pack, DeepSight Early Warning Services Add-on to MSS and DeepSight DataFeeds Early Warning Services User Add-on Services**

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**Attachment 4**  
**Managed Security Services**  
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