

# Veritas NetInsights Console User Agreement

PLEASE READ THIS USER AGREEMENT, INCLUDING THE ONLINE APPLICATION-SPECIFIC EXHIBITS ("AGREEMENT") CAREFULLY BEFORE REGISTERING FOR THE ONLINE APPLICATION WEBSITE ("SITE"). BY USING THE SITE, YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF AND/OR YOUR COMPANY, AS APPLICABLE, TO THE TERMS OF THIS AGREEMENT; AND (2) CONSENTING ON BEHALF OF YOURSELF AND/OR AS AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY, AS APPLICABLE, TO BE BOUND BY THIS AGREEMENT ON EACH OCCASION YOU ACCESS THE SITE. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU WILL NOT HAVE ANY RIGHT TO USE ANY ONLINE APPLICATION.

Veritas NetInsights Console User Agreement; posted as of January 1<sup>st</sup>, 2021

## 1. Online Applications

a. The Site contains certain online applications ("**Online Applications**") and is owned and operated by Veritas Technologies LLC on its behalf and on behalf of its subsidiaries and affiliates (**collectively "Licensor"**). In the event you are accessing the Site as an authorized representative of your company, any registration requirements will be granted in the name of your company (and not to you personally). On each occasion you access the Site you ("**User**") agree to access the Site, and each of the Online Applications, in accordance with the following terms and conditions.

b. Subject to the terms and conditions of this Agreement, Licensor will use commercially reasonable efforts to provide the Online Applications selected by User. Such use of the Online Applications by User shall be as follows: (i) solely for User's use; or (ii) solely for User's use on behalf of User's company, where User has been authorized to use the Site on behalf of such company; or (iii) where User is an authorized value added reseller or distributor of Licensor's products (respectively "**Value Added Reseller**" and "**Distributor**"), use on behalf of an end user of the Licensor's products ('Products '), where User has been authorized to use the Site, and each of the Online Applications, on behalf of such end user. User warrants to Licensor that User; (i) has entered into a valid license agreement with Licensor for the Products; or (ii) is acting on behalf of a company that has licensed the Products; or (iii) is an employee of a Value Added Reseller or Distributor, authorized and acting on behalf of an end user of the Products.

c. At its sole discretion, Licensor may change, suspend or discontinue any Online Application at any time, including the availability of any feature, function, database or content. Licensor may also impose limits on certain features, functions and services or restrict User's access to parts or the entire Site, including, without limitation, access to the Online Applications, without notice or liability of any kind or nature whatsoever. Licensor reserves the right, at its discretion, to modify this Agreement at any time by posting a notice on the Site, or by sending User a notice via e-mail or postal mail or merely by posting an updated version of this Agreement. Continued use of any Online Application by User following such notification or posting constitutes User's acceptance of the terms and conditions of this Agreement, as modified.

d. Use of the Site and any Online Application will require User to open an account ("**Account**"). User must complete the registration process, as referred to in Section 6 below, by providing Licensor with current, complete and accurate information as prompted by the registration form. Any false information provided by User will, without prejudice to any other remedy available to Licensor, result in the immediate termination of User's use of the Site. User will also be required to choose a password and user name, which will be used to access the Site. User acknowledges and agrees that User is and shall at all times remain entirely responsible for maintaining the confidentiality of User's username, password and account details.

e. User shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access or otherwise use the Site, including, without limitation, modems, hardware, software and long distance or local telephone service. User shall be responsible for ensuring that such equipment or ancillary services are compatible with the Site.

## 2. Site content

- a. The Site and its contents are intended solely for the use of end users of Products and employees of a Value Added Reseller or Distributor authorized and acting on behalf of an end user.
- b. All content available through the Site (including, but not limited to, text, graphics, images, data, technical drawings, configurations) ("**Content**") are protected by international copyright laws and other laws and treaties and are owned or controlled by Licensor. User shall abide by all copyright notices, information and restrictions contained in any Content accessed through the Site.
- c. The trademarks, logos and service marks ("**Marks**") displayed on the Site are the property of Licensor or other third parties. User is not permitted to use these Marks without the prior written consent of Licensor or such other third party, which may own the Mark.
- d. User may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, without limitation, any of the Content or application software, in whole or in part.
- e. User may download or copy the Content, and other items displayed on the Site where necessary for use of the Online Application, provided that User maintains all copyright and other notices contained in such Content. Copying or storing of any Content for other than internal, non-commercial use is expressly prohibited without prior written permission from Licensor.
- f. . Licensor retains the right, from time to time and without prior notice to User, and at its sole discretion, to modify, upgrade or otherwise change the Site including, without limitation: (i) restricting the time of availability; (ii) restricting the scope of the Online Applications provided via the Site; (iii) restricting the amount of access or use permitted; or (iv) restricting or terminating any User's right to access or use the Site or any feature, function, database, content or application.

### **3. Software Downloads; License Keys**

- a. All software downloads that are made available to download via the Site are the copyrighted work of Licensor and/or its suppliers. User acknowledges and agrees that the downloading of software, including, without limitation, downloading updates of the Products is governed by: (i) the separate written license agreement entered into with Licensor for Products or (ii) the license agreement accompanying Products. Any use of downloaded software, including, without limitation, updates of Products, not in accordance with an applicable license agreement, or in excess of the quantity purchased, is expressly prohibited. User shall be responsible for ensuring that only authorized individuals have access to the Site and its contents, including software downloads. Any unauthorized downloading of software is expressly prohibited. In the event of a breach of the foregoing, Licensor reserves all of its rights in law or otherwise.
- b. Licensor does not recommend that end users re-use license keys across software installation points for the applicable Product. However, end users, at their discretion, may re-use license keys, but must ensure that their total aggregate usage of the Product across systems does not exceed limits defined within the applicable license agreement(s).
- c. Veritas' products are subject to export controls by the U.S. Department of Commerce (DOC), under the Export Administration Regulations (EAR), described at <http://www.bis.doc.gov>, and export and import laws and regulations in other applicable jurisdictions. Diversion contrary to U.S. law is strictly prohibited. User agrees to comply with the requirements of the EAR and all applicable international, national, state, regional and local laws, and regulations, including any applicable import and use restrictions. Veritas products are currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan or to any country subject to relevant US and other government embargo or trade sanctions. User will not export or re-export, directly or indirectly, any Veritas product to any person or entity on the DOC Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred List or on the U.S. Department of Treasury's lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers or Specially Designated Terrorists. Furthermore, User will not use or allow use of Veritas products in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

### **4. Restrictions on use of the Online Applications**

**a. USER IS RESPONSIBLE FOR ALL USAGE OR ACTIVITY ON USER'S ACCOUNT, INCLUDING USE OF THE ACCOUNT BY ANY THIRD PARTY AUTHORIZED BY USER TO USE THE ACCOUNT. USER SHALL USE THE SITE AS IT IS DESIGNED AND ONLY FOR THE PURPOSE(S) SET FORTH IN THIS AGREEMENT. ANY FRAUDULENT, ABUSIVE OR OTHERWISE ILLEGAL ACTIVITY MAY BE GROUNDS FOR TERMINATION OF THE ACCOUNT AT LICENSOR'S SOLE DISCRETION. USER MAY NOT POST OR TRANSMIT, OR CAUSE TO BE POSTED OR TRANSMITTED, ANY COMMUNICATION OR SOLICITATION DESIGNED OR INTENDED TO OBTAIN PASSWORD, ACCOUNT OR PRIVATE INFORMATION FROM ANY SITE USER.**

#### **5. Registration and security**

**a.** As part of the registration process, User will select a password and User name for the Account ("**User ID**"). User may not: (i) select or use as a User ID, a name of another person with the intent to impersonate that person; or (ii) use as a User ID, a name subject to any rights of a person other than User without appropriate authorization. Licensor reserves the right to refuse registration of or cancel a User ID at its sole discretion.

**b.** Licensor reserves the right to audit User's use of the Site including, without limitation, the right to use data relating to User's use of the Site.

**c.** User shall be responsible for maintaining the security of the Account and for all uses of the Account, with or without User's knowledge or consent. Users that are end users of the Product are responsible for Account management, including access to the account by employees of such end users, Value Added Resellers and Distributors. Licensor shall not be liable for any loss that User might suffer through a third party's use of the Account, however, User may be held liable for losses incurred by Licensor or another party due to a third party using User's Account. User shall immediately notify Licensor of any known or suspected unauthorized use(s) of the Account, or any known or suspected breach of security on the Site, including loss, theft or unauthorized disclosure of User's password. User shall be responsible for maintaining the confidentiality of User's password. User's password will be encrypted for security.

**d.** The User ID (including password) shall be deemed to be confidential. Licensor shall not disclose the same unless requested to do so by an authorized representative of User's company, or required to do so by a court of competent jurisdiction. For the avoidance of doubt, nothing herein will preclude Licensor terminating an individual User's access to an Account or where appropriate, transferring access to said Account to another User nominated by User's company without seeking User's consent.

**e.** User may not use the Online Applications in any manner that could damage, disable, overburden, or impair any Licensor server, or the network(s) connected to any Licensor server, or interfere with any other party's use and enjoyment of any Online Application. User will not attempt to gain unauthorized access to any Online Application, other accounts, computer systems or networks connected to any Licensor server through hacking, password mining or any other means. User may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.

#### **6. Indemnity**

User hereby agrees to defend, indemnify and hold harmless Licensor, its successors and assigns, subsidiaries and affiliates and its respective employees, officers and directors, from and against all claims, suits and actions arising out of or relating to use of the Site by User, and User shall pay the costs of defense (including without limitation attorney fees) and the amount of any resulting adverse final judgment (or settlement to which User consents). No settlement or compromise shall be made by User that establishes any liability on the part of Licensor, except with Licensor's prior written consent and any such settlement or compromise shall include an unconditional release of Licensor from all liability arising out of such action.

#### **7. Disclaimers**

**UNDER NO CIRCUMSTANCES SHALL LICENSOR , ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE AS A RESULT OF ANY CLAIMS ARISING OUT OF THIS AGREEMENT OR USER'S USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, USE OF ANY ONLINE APPLICATIONS) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF USE, LOSS OF**

DATA, OR LOSS OF OTHER ECONOMIC ADVANTAGE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH THE CLAIM IS BROUGHT. THE PARTIES AGREE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

THE SITE IS PROVIDED ON AN "AS IS" BASIS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY AND ALL CONDITIONS, WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ANY AND ALL IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OR ABSENCE OF VIRUSES. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES THAT: (i) THE USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, ERROR FREE OR SECURE; OR (ii) LICENSOR SHALL CONTINUE TO OPERATE THE SITE IN ITS CURRENT FORM OR AT ALL.

USER ACKNOWLEDGES AND AGREES THAT USE OF THIS SITE, INCLUDING ALL CONTENT, DATA, UPDATES OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE SITE, IS AT USER'S SOLE RISK. USER FURTHER ACKNOWLEDGES AND AGREES THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S BUSINESS, COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, DATA, UPDATES AND/OR SOFTWARE.

#### **8. Communications between Licensor and User**

a. From time to time, and in accordance with applicable law, Licensor may send to User's e-mail address, information about changes or additions to the Online Applications, or about any Licensor related products or services, such communication being subject to Licensor Privacy Notice, a copy of which can be accessed on the Licensor's website [www.veritas.com/privacy](http://www.veritas.com/privacy)

b. User acknowledges and agrees that Licensor may, in providing the Online Applications to User and/or User's company, may share User's contact information to employees or administrators of User's company for the purposes of managing the User's company account and/or entitlements.

#### **9. Termination**

Either party may terminate the use or access to the Online Application and/or the Site (as the case may be) at any time by notifying the other party by any means described in Section 10 (f)(ii) below. Licensor also may terminate or suspend any and all access to the Site immediately, without prior notice or liability, if User materially breaches any of the terms or conditions of this Agreement. Upon termination of User's Account, User's right to use the Site and any Content immediately will cease. All provisions of this Agreement, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, disclaimers, limitations of liability.

#### **10. Miscellaneous**

a. The failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further rights hereunder. Licensor shall not be liable for any failure to perform its obligations under this Agreement where such failure results from any cause beyond Licensor's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

b. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by User except with Licensor's prior written consent.

c. Use of the Site and this Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to the conflict of laws provisions thereof. The sole jurisdiction and venue for actions related to the subject matter of this Agreement shall be the California state and U.S. federal courts having within their jurisdiction the location of Licensor's principle place of business.

d. This Agreement is the complete and exclusive statement of the agreement between the parties regarding the subject matter hereof and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to such subject matter.

e. No agency, partnership, joint venture or employment is created as a result of this Agreement and User does not have any authority of any kind to bind Licensor in any respect whatsoever.

**f.** (i) The Site is controlled, operated and administered by Licensor from its offices in the United States of America. User may not use the Site or export any Contents in violation of U.S. export laws and regulations. If User accesses the Site from a location outside of the United States of America, User is responsible for compliance with all local laws; (ii) all notices under this Agreement shall be in writing and shall be deemed to have been duly given when receipt is confirmed electronically, if transmitted by facsimile or e-mail or upon receipt, if sent by certified or registered mail. If sending to Licensor, send to Veritas Technologies LLC, 2625 Augustine Drive, Santa Clara, CA 95054.

**g.** Licensor may provide links to other World Wide Web sites or resources. Licensor does not control these sites and resources, accordingly Licensor shall not be responsible for their availability, content or delivery of any services. Access to such other World Wide Web sites or resources is at User's risk, Licensor provides the links to other World Wide Web sites or resources merely as a convenience and the inclusion of such links does not imply an endorsement.

## Exhibit A

### Usage Insights Terms

The following additional terms apply to User's access to the Usage Insights tool:

1. **Collected Information.** The User information presented in the Usage Insights tool consists of Collected Information transmitted to Veritas by User via Veritas NetBackup. Please refer to the NetBackup End User License Agreement (EULA) and the Usage Insights Privacy Notice at [veritas.com/privacy](http://veritas.com/privacy) for the definition of "Collected Information" and for more information regarding Licensor use of Collected Information,
2. **Usage Data.** Product usage data presented in the Usage Insights tool is for reference purposes only, except as outlined in Section 3 below. User's actual Product entitlement is as reflected in the entitlement details page of the VEMS (Licensing) application.
3. **Audit.** Usage Insights usage data may be requested by Licensor in connection with an audit conducted in accordance with the terms of the applicable agreement(s) between User and Licensor ("Audit"). In the event of a conflict between the Product usage data presented in the Usage Insights tool and the results of an Audit, the results of the Audit will control.
4. **Value Added Reseller and/or Distributor Access.** Product usage data presented in the Usage Insights tool is available to all Users with access to the User Account, including Value Added Resellers and Distributors. Licensor is not responsible for any User activity related to or referencing the Product usage data.

## Exhibit B

### System Health Insights Terms

The following additional terms apply to User's access to the System Health Insights tool:

1. **Collected Information.** The User information presented in the System Health Insights tool (the "Tool") consists of Collected Information transmitted to Veritas by User via Veritas NetBackup. Please refer to the applicable EULA and NetBackup End User License Agreement (EULA) and the Usage Insights Privacy Notice at [veritas.com/privacy](https://veritas.com/privacy) for the definition of "Collected Information" and for more information regarding Licensor use of Collected Information,
2. **Usage Data.** Product usage data presented in the Tool is for reference purposes only.
3. **Value Added Reseller and/or Distributor Access.** Product usage data presented in the Tool is available to all Users with access to the User Account, including Value Added Resellers and Distributors. Licensor is not responsible for any User activity related to or referencing the Product usage data.