

## VERITAS PARTNER FORCE PROGRAM AGREEMENT

**Veritas Technologies LLC and/or its subsidiaries ("Veritas") is willing to enter into this Veritas Partner Force Program Agreement ("Agreement") with you as an individual, the company or the legal entity ("You", "Your" or "Yourself") that will be authorized as a member of the Veritas Partner Force Program ("VPF"), only on the condition that you accept all of the terms of this Agreement and subject to Veritas' separate confirmation of acceptance of You into the VPF, which acceptance may precede, accompany or follow Your execution of this Agreement. The Veritas entity who is party to this Agreement is defined by Your location, as follows: "Veritas" means Veritas Technologies LLC, if You are located in the Americas or Thailand; Veritas Storage (Ireland) Limited, if You are located in Europe, Middle East or Africa; Veritas Technologies (Japan) LLC, if You are located in Japan; Veritas Technologies (Beijing) Co. Ltd. if You are located in the Peoples Republic of China; Veritas (Australia) Pty Ltd if You are located in Australia, New Zealand or the Pacific Islands; and Veritas Storage (Singapore) Pte. Ltd., if You are located in any other country in Asia-Pacific. Please note that Veritas reserves the right to change the Veritas entity participating in this Agreement by notice to You as described in this Agreement.**

**1. Introduction.** Read the terms and conditions of this Agreement carefully. This is a legal and enforceable contract between You and Veritas. By clicking on the "Accept" button or otherwise indicating assent and acknowledgement electronically, representing Yourself as a Veritas Partner Force Program member, requesting or receiving any benefits under the VPF and this Agreement, You agree to these terms and conditions. If you do not agree to these terms and conditions, then click on the "I do not agree" or "No" button, or otherwise indicate refusal, log off this website, do not represent Yourself as a member of the VPF and do not request or accept VPF benefits.

This Agreement, including the Program Guide, and any applicable supplemental terms, governs Your membership in the VPF. The purpose and intent of this Agreement is to define terms by which You and Veritas (each a "Party", collectively "Parties") conduct our relationship and fulfill our respective commitments pursuant to the VPF and as defined in the then-current Program Guide and any applicable supplements, as may be updated by Veritas from time to time. The Veritas Partner Force Program is intended to facilitate the creation and use of sales tools, product training, and communications to organizations committed to the sale, licensing, and/or recommendation and support of Veritas' enterprise software, hardware, or service solutions ("Offering" or "Offerings"), as approved by Veritas.

**2. No Authorized Offerings Resale.** This Agreement does not authorize Your direct ordering from Veritas and/or Your distribution or resale of Offerings. Any such distribution or resale shall be pursuant to a separate reseller, distributor or other commercial agreement between You and Veritas ("Other Commercial Agreement") or between You and an authorized Veritas Distributor.

**3. Program Guide and Other Program Supplements; Financial Benefit Overviews.**

**a. Program Guide and Other Program Supplements.** The "Program Guide" means the then-current information so designated on Veritas' public website and/or Veritas' then-current partner website (known as "PartnerNet", currently available at <https://partnernet.veritas.com>, or successor portal) that describes the Veritas Partner Force Program requirements and benefits. "Supplements" means other supplemental program documentation, including financial benefit overviews, provided by Veritas, and which reference the Program Guide. The published Program Guide contains the global base terms for the VPF. The Program Guide and/or Supplements may, also at Veritas' discretion, include additional or different region-specific, Offerings-specific, or industry-specific program information, requirements and benefits as separately published to You via PartnerNet or otherwise notified to You by Veritas from time to time. The Program Guide

and Supplements are incorporated into this Agreement by this reference. Subject to Section 8, the terms of the Supplement, Program Guide and this Agreement will control, in that order of precedence, if there is any conflict of terms between and among such documents.

**b. Financial Benefit Overviews.** Depending on Your Partnership category and level, You may be eligible to access specific financial benefits under the VPF (each a "Financial Benefit" or "Benefit"). Veritas may designate certain Supplements as "Financial Benefit Overviews" on PartnerNet. Each Financial Benefit Overview describes specific Benefits, their respective eligibility criteria and global base terms for such Benefit(s). Financial Benefit Overviews may also include additional or different region-specific program information, requirements and benefits, which are as separately published via PartnerNet or as Veritas may otherwise notify You from time to time. Review the Financial Benefit Overviews and other Supplements for the criteria You must meet and maintain to be an Eligible Partner who can access specific Financial Benefit(s).

Each Financial Benefit Overview describes the related Benefit payments which Veritas will pay to eligible partners. Veritas may modify Benefit terms or cancel Benefit(s) as described in the relevant Overview(s). If a specific Financial Benefit Overview terminates for any reason, Veritas shall only be liable to pay for those Financial Benefits that already accrued before the termination date.

**4. PartnerNet.** Your membership in the Veritas Partner Force Program grants You access to PartnerNet, or a successor portal, which is (along with any related passwords or access codes provided by Veritas) deemed Confidential Information, and may not be shared or accessed by any third parties, including Your customers. You shall fully indemnify Veritas for any and all damages caused by Your failure to comply with this provision.

**5. Program Membership; Requirements; Verification and Audit.** Subject to the terms and conditions set forth in this Agreement, and Veritas' acceptance of You into the VPF, Veritas appoints You as a non-exclusive member of the VPF, at the partnership category and level indicated by Veritas to You in writing from time to time. As a VPF member, You must register for the VPF, show an active support of Veritas sales and marketing activities, nominate one contact to be opted in to marketing and partner communications at all times, and at all times meet the conditions and requirements of this Agreement, Your partnership category/level, and comply with any supplemental terms and conditions of program benefits offered under the VPF where You are a recipient of such benefits.

Veritas reserves the right, from time to time, to require information from You to confirm that You are fulfilling such conditions and requirements. You agree to cooperate with Veritas on all such inquiries and investigations, and to provide Veritas with all reasonably-requested access and information relevant to verifying the following (a) Your compliance with this Agreement, (b) Your partnership category/level and (c) Your activities, including resale, in connection with the Veritas Partner Force Program. Once annually, or more frequently if Veritas reasonably believes that Partner is noncompliant with any of (a) through (c) above, Veritas may audit Partner to confirm Partner's compliance upon five (5) business days' prior written notice. Either Veritas, or an independent public accounting firm reasonably acceptable to both parties, shall perform the audit during Partner's regular business hours with minimal disruption to Partner's ongoing business operations. Any nondisclosure agreement Partner may require the independent public accounting firm to execute shall not prevent disclosure of the audit results to Veritas. Veritas shall bear the costs of the audit, unless the audit discovers that Partner has violated the terms of the Agreement, in which case, Partner shall pay the reasonable costs of the audit. All audits shall be subject to Partner's reasonable safety and security policies and procedures.

**6. Data Privacy of Customer Data.** "Customer Data" means any and all personal information pertaining to or specifically identifying an individual at one of Veritas' existing or potential customers, whether such information relates to an employee, a contractor and/or any representative of such customer, and which may be provided in the course of Your VPF membership, including without

limitation names, telephone numbers, email addresses, financial information, order information, and other personal information. This shall include Customer Data which may be provided either (a) by You to Veritas, or (b) to You by or on behalf of Veritas. In the case of Customer Data provided by You to Veritas, Veritas shall be the data controller (“Data Controller”) of that Customer Data and may use it to verify Your entitlement to benefits under the VPF, as well as to manage the Veritas relationship with the Customer in question, including disclosing such Customer Data to another Veritas partner if in the reasonable opinion of Veritas this is necessary or expedient to maintain the Veritas relationship with that Customer, such as in circumstances where You are unwilling or unable to pursue an opportunity within a reasonable time. Where Veritas gives you Customer Data for the purposes of fulfilling a specific opportunity, Veritas shall be the Data Controller of that Customer Data, and You shall be the data processor and You may only use such Customer Data to fulfill the opportunity in question. Except as and to the extent strictly necessary to meet Your obligations in connection with Your Program membership, You shall not share, publish, sell, trade, give away, or in any other way use, disseminate or disclose Customer Data received from Veritas, or transfer such Customer Data from one country or territory to another, without Veritas’ prior written consent.

You represent and warrant that Your collection, use and disclosure of Customer Data to Veritas is consistent and compliant with this Agreement as well as any national laws governing the collection, use, transfer and protection of personal information applicable to Your country/region of operation. You further represent and warrant that You have communicated to customers and potential customers whose information You are providing to Veritas via the VPF, that You are sharing this information with Veritas, including Veritas’ subcontractors and fulfillment partners, in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area), as well as its intended processing and transfer, and that You have obtained all appropriate consents required for such processing and transfer.

You also shall maintain and protect all Customer Data as required by the laws, rules, regulations and orders of any governmental authority having relevant jurisdiction, including without limitation the applicable provisions of any data protection laws. Furthermore, You shall safeguard the physical integrity and condition of all Your facilities where Customer Data is held, processed, stored or archived. You shall not subcontract any of Your obligations with respect to Customer Data without first obtaining Veritas’ prior written approval.

You shall notify Veritas promptly in the event that any Customer Data is compromised in any way and shall reasonably and promptly assist and cooperate with Veritas in responding to inquiries and complaints concerning such compromise in a timely manner, including without limitation those inquiries and complaints brought by customers, employees, government or regulatory authorities, or other third parties.

If You wish to update any Customer Data You have provided to us in the course of Your Program membership You may do so through PartnerNet or if You have any questions You may contact us by e-mail at [privacy@veritas.com](mailto:privacy@veritas.com).

**7. Data Accuracy and Privacy of Your Data.** All personal information about Yourself and Your employees, contractors or representatives provided to us in the course of Your relationship with Veritas under the VPF, including without limitation names, telephone numbers, email addresses, financial information, and other personal information provided during the Program application; participation in the Program and or access and receipt of any of the Program benefits will be processed by Veritas to conduct our relationship and to fulfill our respective commitments pursuant to the Veritas Partner Force Program, including, but not limited to, providing portal access, to effect any notices pursuant to the Agreement and to send You information regarding Veritas products, services, and events. Veritas Technologies LLC together with its subsidiaries is a global organization headquartered in the United States, and Your information will be transferred to the United States, and shared with affiliates of the Veritas group worldwide, with actual or potential distribution partners and customers of Veritas solutions, and with service providers that operate on our behalf. By

providing such personal information to Veritas, You represent and warrant that You have obtained all appropriate consents required for such transfer and processing. Unless otherwise expressly indicated, the information that we ask from You is required for the performance and administration of the Veritas Partner Force Program.

It will be Your responsibility to ensure that any personal information provided by You, Your employees, Your contractors or Your representatives is current, accurate and valid. You are advised that failure to maintain accurate and valid personal information may impede Your ability to properly avail of the Program and Program benefits. If You wish to update Your personal information, You may do so through PartnerNet or if You have any questions regarding your privacy You may contact us by e-mail at [privacy@veritas.com](mailto:privacy@veritas.com).

**8. Interplay with Other Commercial Agreement(s).** The following provisions "a" – "g" only apply to the extent You do NOT have an Other Commercial Agreement with Veritas covering the same subject matter and terms and conditions with respect to Veritas Partner Force Program membership, requirements, and benefits.

**a. Proprietary Rights; Trademark Usage.** Veritas Offerings are made available by Veritas to end-users subject to Veritas' terms and conditions accompanying the relevant Offering including the license or other terms and conditions included with the Offering or downloaded or issued upon fulfillment (collectively, the applicable "End User Terms"). You will not (i) take any action or make any representation or warranty that is inconsistent with the End User Terms or this Agreement, or (ii) remove, alter or obscure any copyright or other proprietary rights notices contained on any Veritas Offerings or in or on other materials provided for use in connection with a Offering. In accordance with this Agreement, Veritas grants to You the nonexclusive terminable right to use the following trade names and trademarks: "Veritas", the Veritas logos for Veritas Offerings, other marks as indicated by Veritas from time to time, and the VPF designation and logo that are applicable to Your VPF partnership category/level, if any, during the term of this Agreement, solely with respect to Your marketing of the Offerings and/or in Your accurate representation of the level and nature of Your participation in the VPF. You agree to be subject to all trademark and logo policies and usage guidelines applicable to the VPF as may be modified from time to time solely by Veritas at its sole discretion. Veritas then-current trademark usage guidelines are located at: <https://www.veritas.com/about/legal/trademark-usage>. In addition, You hereby grant Veritas the right, on a non-exclusive basis, to use Your trade names, trademarks, and logos during the term of this Agreement for the purpose of referring to You as a VPF member or Veritas partner.

**b. Ownership.** Neither Party has paid any consideration for the use of the other Party's trademarks, logos, copyrights, trade names or designations, and nothing contained in this Agreement shall give either Party any interest in such. You acknowledge that Veritas owns and retains all copyrights and other proprietary rights in all Veritas Offerings, and agree that You will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, trade name, copyright or logo belonging to or licensed to Veritas (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any proprietary right in Veritas Offerings, trade names or trademarks). You agree to use reasonable efforts to protect Veritas' proprietary rights and to cooperate without charge in Veritas' efforts to protect its proprietary rights. You agree to promptly notify Veritas of any known or suspected breach of Veritas' proprietary rights.

**c. Confidentiality.** During the term of this Agreement, the Parties may disclose to each other trade secrets and confidential and proprietary information ("Confidential Information"), which shall include, but not be limited to software documentation, customer information, pricing, data regarding business practices, intellectual property, technical information, ideas, documentation, know how, and processes. All Confidential Information shall remain the sole property of the disclosing Party and the receiving Party shall have no interest in or right to such Confidential Information. Both Parties agree that all Confidential Information will be held in confidence, will not be disseminated or disclosed to any third party and will not be used by the receiving Party for any purpose other than

performing its obligations under this Agreement without the express written consent of the disclosing Party, subject to Sections 6 and 7 above. This Section shall not apply to any information or materials: (i) which are rightfully in the public domain at the time of disclosure to the receiving Party or subsequently enter the public domain after disclosure to the receiving Party; (ii) which was in the possession of, or known by, the receiving Party prior to its receipt from the disclosing Party; (iii) which are rightfully disclosed to the receiving Party by another person not in violation of the proprietary or other rights of the disclosing Party, or any other person or entity; (iv) which are independently developed by the receiving Party, (v) is required to be disclosed by law, provided that the Party required to make such disclosure shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. The terms and conditions of this Section shall survive the expiration and any termination of this Agreement.

**d. Relationship of Parties.** You understand that notwithstanding the use of the terms "partner" or "member", You shall remain an independent contractor and that this Agreement in no way creates a partnership, joint venture, agency or alliance between the Parties or any joint liability. You will not have, and will not represent that You have any power, right or authority to bind Veritas, or to assume or create any obligation or responsibility, express or implied, on behalf of Veritas or in Veritas' name, except as expressly provided in this Agreement.

**e. Indemnification.** You shall indemnify, hold harmless, and, upon Veritas' request, defend Veritas against any claims, liabilities, and expenses, including but not limited to court costs and attorney's fees, arising from the acts or omissions of You, Your employees, and agents in connection with this Agreement.

**f. LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event will Veritas or its licensors, resellers, suppliers or agents be liable to You or any person under this Agreement or otherwise (I) for lost profits, loss of use, loss of or corruption of data, loss of good will, business interruption, loss of production, loss of revenues, loss of contracts, or loss of anticipated savings or wasted management and staff time; or (II) for any incidental, indirect, special or consequential damages, or any and all other similar damages or loss whether arising directly or indirectly out of the Agreement or the performance, defective performance, non-performance or delayed performance of Veritas of any of its obligations in connection with or arising under this Agreement even if Veritas has knowledge of the likelihood of such damages. Except as limited by applicable law, any liability of Veritas to You hereunder shall be limited to the greater of any amounts paid by You to Veritas under this Agreement or \$1,000 U.S. dollars. To the fullest extent permitted by applicable law, Veritas disclaims all express and implied warranties with regard to the Veritas Partner Force Program and all Veritas Offerings, including warranties of merchantability, satisfactory quality and fitness for a particular purpose. Neither Party will be liable for severance payments or other damages or costs of any nature arising from the expiration or termination of this Agreement in accordance with its terms. Nothing in this Agreement shall operate so as to exclude or limit Veritas' liability to You for death or personal injury arising out of negligence or for any other liability which cannot be excluded or limited by law.

**g. General.** This Agreement supersedes all previous agreements and representations of or on behalf of the parties with respect to the subject matter of this Agreement. Veritas' failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing. You may not assign this Agreement without Veritas' prior written approval. Veritas may assign this Agreement to other Veritas corporate entities (including entity/ies created after the effective date) at its sole discretion. This Agreement shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (a) the laws of the State of California, if You are located in North America, Latin America, or Thailand; or (b) the laws of England, if You are located in Europe, Middle East or Africa; or (c) the laws of Singapore, if

You are located in Asia Pacific. You agree that any breach of this Agreement may result in irreparable harm to Veritas for which monetary damages may not be sufficient and that Veritas will be entitled to seek equitable relief without prejudice to any other rights or remedies that may be available to Veritas. If a court of law finds any provision of this Agreement unenforceable, the parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.

## **9. Compliance.**

**a. General and Export Compliance.** You hereby acknowledge and agree that Veritas Offerings and any related download or technology ("Controlled Technology") may be subject to applicable export control and trade sanction laws, regulations, rules and licenses. You are hereby notified of the information published by Veritas on <https://www.veritas.com/about/legal/export-compliance>, or successor website, and You will comply with the foregoing, and with such further export restrictions that may govern the Controlled Technology. You shall comply with all applicable laws, rules and regulations in connection with Your activity under this Agreement.

**b. Anti-Corruption Laws.** You (including any and all officers, directors, employees, agents and any person under Your control) shall comply with, and shall require Your contractors, intermediaries, subcontractors and any contingent workers to comply with, any and all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Without limiting the foregoing, You (including any and all officers, directors, employees, intermediaries, agents and any person under Your control) shall not, directly or indirectly, make, promise to make, or accept any payment, offer or transfer of anything of value in connection with this Agreement or any other business transaction relating to Veritas, to: (i) anyone working in an official capacity for a non-U.S. government, government entity (including employees of government owned or controlled corporations) or public international organization; (ii) any political party, party official, or candidate for political office; (iii) an intermediary for payment to any of the foregoing; (iv) any officer, director, employee of any actual or potential customer of Veritas; (v) any officer, director or employee of Veritas or any of its affiliates; or (vi) any other person or entity if such payment, offer or transfer would violate the laws of the country in which made or the laws of the United States of America or of England. It is the intent of the parties that no payments, offers or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity. You shall cooperate fully in Veritas' efforts to enforce the terms of this provision, including but not limited to (i) providing upon request from Veritas a certification of compliance with this provision on Veritas' then-current form, signed by an authorized representative of Your organization; and (ii) providing reasonable co-operation at Your expense with respect to any investigation relating to this provision, and (iii) promptly responding to and completing any Veritas due diligence questionnaires or forms related to due diligence requirements as may be requested by Veritas from time to time.

**c. No Conflict of Interest; Code of Conduct.** You warrant and represent that upon enrolling in the VPF You do not have, and during your membership in the VPF You shall not have, any conflict of interest which would violate applicable policies, regulations or laws, including applicable anti-corruption laws. During Your membership in the VPF You will conduct Your business in a manner consistent with, and no less strict than the then-current Veritas Partner Code of Conduct, as amended from time to time (available under Corporate Profile - Policies, <https://www.veritas.com/content/dam/Veritas/docs/data-sheets/ds-veritas-global-partner-code-of-conduct.pdf>).

**d. Training.** From time to time Veritas may require training for compliance purposes and You will be notified accordingly.

**10. Effective Date; Term; Termination.** Subject to Your acceptance of this Agreement, the effective date of this Agreement is the date of Veritas' confirmation of Your acceptance into the VPF.



This Agreement shall continue in effect until otherwise terminated in accordance with these terms. This Agreement shall be deemed executed by You on the earlier of the date You click on the "I AGREE" or "YES" button, or otherwise indicate assent electronically, or on which You represent Yourself as an Veritas Partner Force Program member, or on which You request any benefits under the VPF and this Agreement. However, notwithstanding the above, both Parties acknowledge that Your right to receive VPF benefits is expressly conditioned upon Veritas' acceptance of You into the VPF. Your membership of the Program requires Your ongoing compliance with all terms hereof including the VPF Guide and all requirements thereunder. Either Party shall have the right to terminate this Agreement at any time without cause by written notice. Each Party shall use commercially reasonable efforts to give the other Party thirty (30) days' notice of termination of this Agreement. Notwithstanding such 30-day notice provision, Veritas may terminate the Agreement for Your non-compliance with Sections 5, 6, 7, 8 or 9, for which notice shall be effective upon receipt. Furthermore this Agreement may at Veritas' discretion be deemed terminated without notice or action by Veritas if (i) a receiver is appointed for You or Your property, (ii) You become insolvent or unable to pay Your debts as they mature, (iii) You make an assignment for the benefit of creditors, or (iv) You become the subject of any proceeding under any bankruptcy, insolvency or debtor's relief law. The terms and conditions of Sections 6, 7, 8 and 9 shall survive the expiration and any termination of this Agreement.

**11. Program Changes.** Veritas reserves the right to modify, or terminate, the VPF, including the Program Guide, including any condition, requirement or benefit, in whole or in part. All such changes shall be effective upon notice to You or at such time that Veritas may specify, provided that Veritas will use commercially reasonable efforts to give You thirty (30) days' notice of any material change to the VPF and/or Program Guide. Should You disagree with any change or modification, You may terminate this Agreement (and Your participation in the VPF) in accordance with applicable Agreement terms.

**12. Notices.** Any notice provided under this Agreement by You must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first-class mail, return receipt requested, to the attention of General Counsel, Veritas Technologies LLC, 500 East Middlefield Road, Mountain View, California 94043, USA, or such address as provided by Veritas via written notice. Any notice provided by Veritas under this Agreement, including changes to the Program Guide, may be furnished via post, email, fax or by publication on Veritas' partner website (including PartnerNet).

July 2017