

Veritas Storage (Ireland) Limited,

Ballycoolin Business Park,

Blanchardstown,

Dublin 15,

Ireland

Veritas SOW REFERENCE: **UK-QX20XX-XX-XXX**

Version X.X

To: Partner Name

Address

Statement of Work

For

Enter services description/project/end customer



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# DOCUMENT CONTROL PAGE

Revision History/Document Control

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| --- | --- | --- | --- |
| Version | Date | Changes | Author |
| 1.0 | 13/01/2018 | Initial draft |  |
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|  |  |
| --- | --- |
| **PARTNER Company Name:** |  |
| **Partner Contact Address:** | Contact Name:  Email:  Address:    Country:  *(All fields are required)* |
| **Customer Details:** | Customer Company Name:  Corporate Address: |
| **Reseller Details:** | Insert Reseller name and corporate address if the named Partner is reselling Services via a reseller. If not, insert N/A |
| **Veritas Contact Details:** | Contact Name:  Email:  Tel: |
| **Effective Date of this SOW:**  *(To be filled in by Veritas upon countersigning)* |  |
| **Veritas Agreement Number (VAN):**  *(To be filled in by Veritas upon countersigning)* |  |
| **SOW Reference:** |  |

This Statement of Work (“**SOW**”) is effective as of the effective date set forth above (“**Effective Date**”) and is entered into between the Veritas entity specified below (“**Veritas**”) and the Partner named above (“**Partner**”). The parties acknowledge and agree that this SOW is governed by the terms and conditions attached to this SOW. Veritas and Partner are entering into this SOW to enable Partner to: (i) enter into a statement of work with the customer named above (“**Customer**”); or (ii) to authorise its nominated reseller if named above (“**Reseller**”), to enter into a statement of work with Customer; for the services described in this SOW. Partner shall ensure, or where applicable shall procure that Reseller shall ensure, that terms and conditions substantially similar to the terms and conditions of this SOW, including the terms and conditions as attached to this SOW are in force as between Partner or Reseller and Customer (as applicable).

# SCOPE OF SERVICES

## Partner and Customer Objectives

<DESCRIBE THE PROJECT OBJECTIVES TO PARTNER/CUSTOMER>

## Services (“Services”)

<DESCRIBE IN FULL DETAIL THE SERVICES TO BE PROVIDED TO PARTNER/CUSTOMER>

***(IF T&M, THE INCLUDE TERMS BELOW FOR CANCELLATION OF DAYS)***

Only days requested and delivered to Customer will be billed.

The following delivery terms should be considered for this assignment:

* A minimum of 0.5 working days are able to be allocated for call off against any confirmed request for consulting days for remote delivery.
* A minimum of 1.0 working days are able to be allocated for call off against any confirmed request for consulting days for on-site delivery.
* All consulting days should be planned and agreed as soon as possible, but generally with at least TWO weeks advance notice of the consulting days being required.
* Any delivery timescales quoted are the estimated effort required to support the tasks and are subject to change under management of the Customer Project Manager.
* Days cancelled with less than 48 hours’ notice will be charged at 50% of normal fees.
* Days cancelled with less than 24 hours’ notice will be charged at full fee rates.
* As a T&M engagement the appropriately skilled and experienced consultants are provided to the Customer under Customer Management and direction, to support delivery of the Customer projects.

## Assumptions

In order to ensure that this **FIXED PRICE/TIME AND MATERIAL *(DELETE AS APPROPRIATE)*** program and services delivery is successful and meets the success criteria and expectations, the following general assumptions have been made. If any of these are incorrect or unfounded then Partner/Customer should make this very clear to Veritas in writing so we may consider any impact to this project prior to commencement:

<INSERT ANY RELEVANT ASSUMPTIONS, or state NONE>

## Delivery Location (“Location”)

The Services will be provided by Veritas at the following delivery Location(s):

<ENTER DELIVERY LOCATION CUSTOMER NAME AND ADDRESS>

## Out of Scope/Change Control

Services not specifically set forth in this SOW are considered out of scope. Any mutually agreed upon changes to the scope of Services shall be set forth in a change order form signed by authorised representatives of both parties (“**Change Order Form**”).

## Period of Performance for Time & Material Services

The Services will begin upon a mutually agreed upon start date following execution of this SOW by the parties. All Services shall expire unless used and delivered in the twelve (12) months following the Effective Date. No credit or refund shall be due to Partner for such expired Services. ***(IF SERVICES ARE FIXED PRICE DELETE THIS ENTIRE SECTION)***

## Period of Performance for Fixed Price Services

The Services will begin upon a mutually agreed upon start date following execution of this SOW by the parties and end upon completion of such Services. ***(IF SERVICES ARE TIME AND MATERIALS DELETE THIS ENTIRE SECTION)***

## Working Hours

Services will be performed between 8.00 a.m. and 5.30 p.m. local time ***(AMEND AS REQUIRED)***, excluding weekends and public holidays as observed in the country in which Services are performed (“**Normal Work Hours**”). A “**Normal Work Day**” comprises of seven and a half (7.5) hours during Normal Work Hours (exclusive of any applicable statutory rest periods).

# FEES

## Purchase Order

Partner shall issue to Veritas a Purchase Order, which authorises payment to Veritas of the total amount of fees and expenses set forth in the following “**Fee Schedule**”. **PARTNER’S Purchase Order must indicate that it is issued pursuant to the terms of this SOW. FOR THE AVOIDANCE OF DOUBT, PARTNER IS FREE TO DETERMINE ITS OWN RESALE PRICES TO CUSTOMER OR RESELLER (AS APPLICABLE) FOR THE SERVICES. PARTNER SHALL NOT BE RELIEVED OF ITS OBLIGATION TO PAY THE FEES OWED TO VERITAS BASED ON NON-PAYMENT OF FEES BY CUSTOMER OR RESELLER (AS APPLICABLE)**.

## Fee Schedule

The Services will be performed by Veritas on a **FIXED PRICE / TIME AND MATERIAL *(DELETE AS APPROPRIATE)*** basis and invoiced as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Fee Schedule for Fixed Price Services**  ***(DELETE / AMEND TABLE AS APPROPRIATE)*** | | | |
| **SKU** | **Payment Schedule** | **Date and/or Triggering Occurrence** | **Attributable Fee** |
| XXXXX-XX | Payment Milestone #1: |  |  |
| XXXXX-XX | Payment Milestone #2: |  |  |
| XXXXX-XX | Travel & Expenses (at cost/ fixed daily) ***(as appropriate)*** |  |  |
|  | **Total: *(in applicable Currency)*** |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Fee Schedule for Time and Material Services**  ***(DELETE / AMEND TABLE AS APPROPRIATE)*** | | | | |
| **SKU** | **Service / Role** | **Rate** | **Qty** | **Amount** |
| XXXXX-XX |  |  |  |  |
| XXXXX-XX |  |  |  |  |
| XXXXX-XX | Travel & Expenses (at cost/ fixed daily) ***(as appropriate)*** |  |  |  |
|  | **Total: *(in applicable Currency)*** |  |  |  |

## Payment Terms

Partner shall pay all invoiced amounts within **thirty (30) days** of the invoice date (“**Due Date**”). All fees shall be invoiced and paid by Partner in the currency specified in the Fee Schedule above. If any sum payable to Veritas is not paid by the Due Date, Veritas reserves the right, without prejudice to any other remedy to: (a) charge interest on such overdue sum on a day to day basis from the due date until paid in full at the rate of one percent (1%) per month; and/or (b) suspend the provision of the Services until such time as full payment is received. Payment for Services hereunder is not contingent upon the delivery or performance of any Veritas software licenses. All payment obligations pursuant to this SOW are non-cancellable and any sums when paid will be non-refundable.

## Time & Material Based Services

***(IF SERVICES ARE FIXED PRICE DELETE THIS ENTIRE SECTION)***

For Services performed by Veritas on a **‘TIME AND MATERIAL’** basis, Veritas will invoice Partner for Services performed and expenses incurred under this SOW on a **<monthly in advance> <monthly in arrears> <quarterly in advance> < quarterly in arrears>** basis. For Time & Material Services, Veritas reserves the right to invoice per hour for actual hours performed that cumulatively equal less than one (1) Normal Work Day. Accordingly, the hourly billing rate will be calculated by dividing the daily rate by seven and a half (7.5). The payment of applicable fees by Partner is not conditional upon the acceptance of any deliverable(s). The fees specified in the Fee Schedule above are based upon the objectives and scope stated in this SOW. The actual time required to fully accomplish the stated objectives may vary from these estimates. Veritas will in no event be liable for any delay or underestimation of resource which may occur. If additional work by Veritas is required, the parties may agree upon an extension to the Services, subject to the Partner providing Veritas with an updated Purchase Order authorizing additional funding to cover the additional Services and expenses and the execution of a Change Order Form.

## Fixed Price Services/Acceptance

***(IF SERVICES ARE TIME & MATERIAL DELETE THIS ENTIRE SECTION)***

For Services performed by Veritas on a **'FIXED PRICE'** basis, Veritas will invoice Partner at completion of each milestone as specified in the Fee Schedule above. For fixed price services, a Service and/or deliverable (“**Deliverable**”) is deemed accepted by Partner within five (5) business days of delivery, or completion of a milestone, unless Partner provides written notice of and reason for rejection of the Service and/or Deliverable. Acceptance is based on delivery of the Service and/or Deliverable in accordance with the scope and any criteria specified in this SOW. If Partner provides such notice and reason for rejection under this section, Veritas will work with Partner to plan and perform any reasonable corrective Service and/or re-submit the Deliverable that is the subject of such rejection notice, using the change order process described in this SOW. If Veritas cannot provide the agreed upon corrected Service and/or Deliverable within the time set forth in the change order, Partner and Veritas agree that no further remediation is required and Veritas will not invoice Partner for such rejected Service and/or Deliverable, but Partner is not released from payment for any other Service and/or Deliverable. This is the sole and exclusive remedy for any rejected Service and/or Deliverable.

## Travel and Living Expenses

Partner will be responsible for payment to Veritas of travel and living expenses as specified in the Fee Schedule above (or as otherwise agreed between the parties during the provision of Services under this SOW).

## Overtime Rates

For Services performed outside Normal Work Hours, Veritas reserves the right, at its option, to charge overtime rates or reduce the number of time and material days available by the applicable overtime rates. For the avoidance of doubt, no Services shall be performed by Veritas outside of Normal Work Hours unless mutually agreed between the parties. Overtime rates are as follows: (a) one-and-a-half times (1.5x) the hourly rate for Services performed outside Normal Work Hours during week days; and (b) two times (2x) the hourly rate for Services performed during weekends and public holidays (as observed in the country in which Services are performed). ***(AMEND AS REQUIRED)***

# Partner RESPONSIBILITIES

## Partner Responsibilities and Obligations

In addition to any other responsibilities and requirements specified in this SOW, the following is a non-exhaustive list of responsibilities and other requirements necessary for the successful completion of the Services. In the event of Partner’s failure to meet its obligations as set forth in this SOW, Veritas reserves the right to charge additional time and/or idle time, revise any scheduled date for completion of any part of the Services, suspend the Services or terminate this SOW.

### **Project Manager**

Partner shall procure that Customer will nominate a “**Project Manager**” to assist Veritas in co-ordinating Customer resources in a timely manner and to act as the focal point for resolution of project related issues. Customer’s Project Manager shall also have the necessary technical and business knowledge and authority to make decisions concerning the Services. In addition, Partner shall procure that Customer assigns an appropriate number of suitable skilled personnel to assist and cooperate with Veritas consistent with the Services described in this SOW.

### **Facilities**

Partner shall procure that Veritas is provided with all necessary co-operation, information and support that may reasonably be required by Veritas for the performance of the Services including, without limitation, access to suitably configured computers, software products and applicable passwords, at such times as Veritas requests. In addition, Partner shall procure that Veritas is granted access to all buildings, phone systems, internet access, server rooms, and workstations, and all necessary passes for access to such areas if work is required outside of Normal Work Hours. Veritas will further require access to a suitable conference room facility for meetings, interviews, and facilitated sessions during any on-site components of the engagement.

### **Information**

Partner shall procure that Veritas has access to the following at all times: (i) materials and resources related to Customer’s business and technical environment; (ii) software design documentation, current design diagrams, and other information required to deliver the Services; (iii) access to all operating systems and network and computing environments necessary to complete the Services. Where applicable, such access shall include various user accounts for relevant applications, as needed, to perform for example, a penetration assessment, including, a list of relevant IP addresses, URLs and user authentication.

### **Licenses**

Partner shall procure that prior to the commencement of Services by Veritas and continuing throughout the provision of Services, that: (i) all the necessary Veritas software products have been correctly licensed for all appropriate platforms (and all required versions) and the same are made available, in a timely manner, to Veritas; (ii) the operating systems of all appropriate servers and computers will be at a level supported by the Veritas software products to be used; (iii) the storage configuration is a formally qualified configuration for the Veritas software products to be used; (iv) the technical environment, including the application and database environments, will be kept under change control and that the physical environment is stable and provides a viable environment for the Veritas consultants to undertake the Services; and (v) third parties such as Internet Service Providers have been made aware of any applicable testing that might be carried out by Veritas. Payment for, license, use and operation of all software and/or hardware products are the sole responsibility of Customer. Partner acknowledges and agrees that no Veritas software and / or hardware products will be provided or otherwise licensed by Veritas pursuant to this SOW.

**VERITAS RECOMMENDS THAT CUSTOMER BACK UP ITS TECHNICAL AND PHYSICAL ENVIRONMENT, WHICH SHALL INCLUDE, WITHOUT LIMITATION: (A) SERVERS; (B) NETWORKS; (C) STORAGE; (D) POWER; (E) LIGHTING; (F) AIR-CONDITIONING/HEATING AND PERFORM MAINTENANCE OF SUCH TECHNICAL AND PHYSICAL ENVIRONMENT BEFORE THE START OF PERFORMANCE OF SERVICES BY VERITAS. THE BACK UP AND MAINTENANCE OF CUSTOMER’S TECHNICAL AND PHYSICAL ENVIRONMENT IS CUSTOMER’S SOLE RESPONSIBILITY AND VERITAS SHALL HAVE NO LIABILITY IN THIS REGARD WHATSOEVER.**

**Accepted and agreed for Partner**

|  |
| --- |
| Signature: |
| Printed Name & Title: |
| Date Signed: |

**Accepted and agreed for Veritas**

|  |
| --- |
| **Veritas Storage (Ireland) Limited**, Ballycoolin Business Park, Blanchardstown, Dublin 15, Ireland |
| Signature: |
| Printed Name & Title: |
| Date Signed: |

# ****VERITAS SERVICES: TERMS AND CONDITIONS****

#### Agreement.

Veritas agrees to provide the Services and Deliverables specified in the accompanying SOW subject to the foregoing terms and conditions. For the purposes of these terms and conditions, the term “Agreement” shall mean collectively these terms and conditions and the SOW. In the event of any conflict, inconsistency or ambiguity between these terms and conditions and the SOW, these terms and conditions shall prevail. Terms not otherwise defined in these terms and conditions shall have the meanings set forth in the SOW.

#### Termination.

Subject to any termination provisions in the SOW, this Agreement may be terminated at any time by either party: (i) upon written notice if the other party breaches any material term of this Agreement and such breach remains uncorrected for thirty (30) days following written notice; or (ii) immediately, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business. Subject to any termination payments specified in the SOW, upon termination of this Agreement, Veritas shall be entitled to be paid for all work performed, including fees and expenses, up to the effective date of termination.

#### Warranty.

In consideration of the fees stated in the SOW, Veritas will provide the Services and Deliverables described in the SOW in a good and workmanlike manner and in accordance with generally accepted industry standards. **PARTNER AGREES THAT THE REMEDIES, EXPRESS OBLIGATIONS AND WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF AND TO THE EXCLUSION (TO THE FULLEST EXTENT PERMITTED BY LAW) OF ANY OTHER REMEDY, WARRANTY, CONDITION, TERM, UNDERTAKING OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO ANYTHING SUPPLIED OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY, CONDITION, TERM, UNDERTAKING OR REPRESENTATION AS TO THE CONDITION, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF DELIVERABLES AND/OR THE SERVICES OR ANY PART OF THEM. PARTNER ACKNOWLEDGES AND AGREES THAT PARTNER SHALL BE SOLELY RESPONSIBLE FOR ANY CLAIMS, WARRANTIES OR REPRESENTATIONS MADE BY PARTNER OR ITS EMPLOYEES, AGENTS OR RESELLERS WHICH DIFFER FROM THE WARRANTIES OR REPRESENTATIONS PROVIDED BY VERITAS IN THIS AGREEMENT.**

#### Taxes.

Partner is responsible for all taxes, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Services and Deliverables, excluding tax imposed on Veritas’ net income and withholding taxes (subject to the condition of providing withholding tax payment receipts, as set forth below). Veritas will bill applicable taxes as a separate item on Partner’s invoice. If a transaction is exempt from tax, Partner will provide Veritas with a valid exemption certificate or other evidence of such exemption in a form acceptable to Veritas. If Partner is required by law to withhold any tax from the payment, Partner will provide to Veritas original or certified copies of all tax payment receipts or other evidence of payment of taxes by Partner with respect to transactions under this Agreement. If Partner fails to provide Veritas with such tax payment receipts, if applicable, then Partner will reimburse Veritas for any fines, penalties, taxes and other governmental agency charges resulting from such failure.

#### Confidentiality.

To the extent that confidential and proprietary information of each party (and in the case of Partner the confidential and proprietary information of Customer) (“**Confidential Information**”) is exchanged and received in connection with the Services, each party agrees not to use the other party’s Confidential Information except in the performance of, or as authorized by, this Agreement, and not to disclose, sell, license, distribute or otherwise make available such information to third parties. Use by third party contractors is permitted so long as such contractor has a need to know and is required to maintain the confidentiality of such information as required by this Section 5. “Confidential Information” includes (but is not limited to) Veritas Information (as defined in Section 6(b) below), but does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision; (ii) information previously known by or developed by the receiving party independent of the Confidential Information; or (iii) information that the receiving party rightfully obtains without restrictions on use and disclosure.

#### Rights in Deliverables.

**(a) Ownership Rights**. Subject to Veritas’ rights in Veritas Information, as described in Section 6(b) and Veritas Derivative Work as described below, all Deliverables created specifically for and provided by Veritas under this Agreement shall, upon final payment by Partner, become the property of Customer for Customer’s internal business purposes. Any inventions, designs, intellectual property or other derivative works of Veritas Information, shall 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) shall 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 it’s licensors used to perform the Services, or included in any Deliverable, including but not limited to software, appliances, methodologies, code, templates, tools, policies, records, working papers, know-how, data or other intellectual property, written or otherwise, including Veritas Derivative Works shall remain the exclusive property of Veritas and its licensors (collectively, “**Veritas Information**”). To the extent that Veritas incorporates any Veritas Information into the Deliverable(s), Veritas hereby grants to Partner the right to grant Customer a non-exclusive, non-transferable license to use such Veritas Information at no additional charge solely for Customer’s internal business purposes, in accordance with the limitations set forth in this Agreement. Any Customer pre-existing information, including but not limited to any Customer’s proprietary and Confidential Information provided to Veritas shall remain the exclusive property of Customer or its licensors (“**Customer Information**”).

**(c) Retention**. Veritas provides similar services to other customers. Accordingly, nothing in this Agreement shall be construed to prevent Veritas from carrying on such business. Veritas may at its sole discretion develop, use, market, distribute and license software or documentation that is substantially similar to the Deliverables including without limitation software with similar structure, sequence and organisation as the Deliverables. Notwithstanding the preceding sentence, Veritas agrees that it will not market or distribute any Deliverables that include the confidential information of Customer.

#### Indemnification.

**(a)** Veritas shall defend and indemnify and hold Partner harmless from any claim asserting that the Services or Deliverables infringe any intellectual property right of any third party, and will pay any and all damages awarded by a court and actually paid by Partner, or agreed to in settlement by Veritas and attributable to such claim. Veritas’ obligations under this Section 7 are subject to Partner doing the following: (i) providing Veritas all reasonable assistance and information to enable Veritas to perform its duties under this Section 7; (ii) allowing Veritas sole control of the defense and all related settlement negotiations; and (iii) not having compromised or settled such claim. Notwithstanding the foregoing, Partner may participate at Partner’s expense in the defense of any such claim with its own counsel, provided Veritas retains sole control of the suit. Partner has the right to approve any settlement that affirmatively places on Partner an obligation that has a material adverse effect on Partner other than the obligations to cease using the affected Deliverables or to pay sums indemnified hereunder. Such approval will not be unreasonably withheld. If the Services or Deliverables are found to infringe, or if Veritas determines in its sole opinion that either is likely to be found to infringe, then Veritas will either: (a) obtain for Partner the right to continue to use Deliverable; or (b) modify the Services or Deliverable so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, in which case Partner will stop using any infringing version of the Services or Deliverable; or if or if Veritas determines in its sole opinion that (a) and/or (b) are not commercially reasonable); (c) terminate Partner’s rights and Veritas’ obligations under this Agreement with respect to such Services or Deliverable, and refund to Partner the fees paid for the relevant Services or Deliverables. Notwithstanding the above, Veritas will have no liability for any infringement claim based on: (i) modification of the Services or Deliverable other than by Veritas; (ii) combination, use or operation of the Services or Deliverable with products not specifically authorized by Veritas to be combined with the Services or Deliverables; (iii) use of Services or Deliverables other than in accordance with this Agreement; (iv) Partner's continued use of infringing Services or Deliverables after Veritas, for no additional charge, supplies or offers to supply modified or replacement non-infringing Services or Deliverables.

**(b) SECTION 7 STATES PARTNER’S SOLE AND EXCLUSIVE REMEDY AND VERITAS’ SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY, REGARDING ALLEGED OR ACTUAL INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.**

#### Limitation of Liability.

**(a) IN NO EVENT SHALL VERITAS OR ITS SUPPLIERS BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE TO PARTNER OR ANY PERSON, INCLUDING CUSTOMER FOR: i) COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES, LOST BUSINESS PROFITS OR REVENUE OR LOST OR CORRUPTED DATA, LOSS OF PRODUCTION, LOSS OF CONTRACTS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR ii) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY KIND; EVEN IF ADVISED OF THE POSSIBILITY AND WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR USE OF THE SERVICES OR DELIVERABLES OR THE PERFORMANCE, DEFECTIVE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE BY VERITAS OF ANY OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

**(b)** Nothing in this Agreement shall exclude or limit Veritas’ liability for: (i) death or personal injury caused by its negligence; (ii) any fraudulent pre-contractual misrepresentations made by Veritas on which Partner can be shown to have relied; or (iii) any other liability which cannot be excluded by law.

**(c)** In all other cases not falling within Section 8(a) and 8(b) Veritas’ total liability (whether in contract, tort or otherwise) relating to anything supplied or services provided (including without limitation the Services) under or in connection with this Agreement shall not exceed in aggregate one hundred and twenty-five percent (125%) of the amount payable by Partner for the Service which is the subject of the claim.

#### Compliance with Law.

This Agreement will be governed in accordance with the laws of England and the parties agree to be subject to the jurisdiction of the English Courts. Partner acknowledges that the Services and Deliverables, including documentation and other technical data, are subject to export controls imposed by the U.S.A. and to export controls as may be imposed by the government or governmental agency within the territory where the Services and Deliverables are rendered. Partner agrees to comply with applicable laws including export and import and use restrictions, including the U.S. DOC, Export Administration Regulations (see http://www.bis.doc.gov/). Accordingly, Partner will not export or re-export (directly or indirectly) the Services and Deliverables or other technical data without complying with such export and import and use restrictions, including the U.S. DOC, Export Administration Regulations.

#### Non-Solicitation.

During the provision of Services under this Agreement and for one (1) year thereafter, neither party shall actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee of either party associated with the performance of Services under this Agreement without the prior written consent of the other party. This provision shall not restrict in any way the right of either party to solicit generally in the media for required personnel, and shall not restrict employees, contractors, or representatives of either party from pursuing on their own initiative employment opportunities from or with either party. The parties agree that violation of this provision will subject the violating party to liquidated damages consisting of an amount equal to (6) month’s salary for each employed, solicited, or retained person.

#### Data Privacy.

With respect to any data, including but not limited to, personally identifiable information, third party data and associated metadata provided to Veritas by Customer (or Partner on behalf of Customer) (collectively the “**Data**”) Partner represents and warrants (and shall ensure that Customer represents and warrants) that all such Data has been collected by Customer in accordance with applicable laws and that Customer has obtained all necessary consent to transfer the Data to Veritas for the purpose of this Agreement. Veritas will process any personally identifiable information provided by the Customer (or Partner) to Veritas in accordance with the instructions of the Customer, provided that such instructions are compatible with the terms of this SOW. Where such processing takes place outside the Location or within systems controlled by Veritas, Veritas shall take appropriate technical and organisational measures against unauthorised or unlawful processing of that personally identifiable information and against accidental loss or destruction of, or damage to that personally identifiable information. Where Customer’s processing of the Personal Information provided to Veritas under this Agreement is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of Personal Information and privacy that may exist in the UK, European Economic Area, Switzerland, Veritas shall process such Personal Information in accordance with the Data Processing Terms and Conditions at [www.veritas.com/privacy](http://www.veritas.com/privacy). [DRAFTING NOTE: ADDITIONAL APPENDIX TEMPLATE AVAILABLE ON REQUEST WHERE (I) CUSTOMER PERSONAL DATA IS TO BE PROCESSED AS PART OF THE SOW; AND (II) THE CUSTOMER/ PARTNER REQUESTS THAT THE CATEGORIES OF DATA INTENDED TO BE PROCESSED UNDER THE SOW ARE SPECIFICALLY DETAILED].

#### 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 Services. **(b)** Veritas is an independent contractor and shall not be deemed an employee or agent of Partner. **(c)** These terms and conditions, including the SOW, contain the complete and exclusive agreement between the parties relating to the Services and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication, whether oral or written between the parties in relation to such subject matter. It is expressly agreed that any pre-printed terms appearing on the face or reverse side of any invoice, purchase order, acknowledgement or confirmation issued by Partner that are different from or in addition to the terms provided in this Agreement are not binding on the parties, even if signed and returned. **(d)** Veritas has the right to subcontract to third parties the performance of the Services. **(e)** All notices will be in writing and addressed to the receiving party’s current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party and sent to the party’s address as listed in this Agreement, or as updated by either party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (i) if personally delivered by courier, when delivered, or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address. **(f)** This Agreement may not be assigned or otherwise transferred by Partner. A change of control shall constitute an assignment. **(g)** No person other than a party to this Agreement shall be entitled to enforce any term of it except as expressly provided herein. **(h)** Each party will 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 war, strike, riot, crime, acts of God, or shortages of resources. **(i)** If any provision or part of this Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the remainder of this Agreement will remain in full force and effect to the fullest extent permitted by law and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect. **(j)** Any term of this Agreement, which by necessary implication is deemed to survive termination or expiration of this Agreement shall survive termination or expiration of this Agreement, including, without limitation, Sections 3 through to 12.