



## Veritas Terms for Marketplace Transactions

### ***If “You” are an End User who is purchasing an offering from Veritas Technologies LLC and/or its affiliates (“Veritas”) on a CSP Marketplace (“Marketplace”) for Your internal use:***

By purchasing a Veritas offering on the Marketplace, “You”, the End User licensee, agree that the terms governing Your use of Veritas offerings purchased through Marketplace are Veritas’ standard terms for the purchased offering, available at: <https://www.veritas.com/company/legal/license-agreements>. Veritas reserves the right to reject any order for any reason in its sole discretion.

If the Veritas offering is a **hosted service**, Your agreement is: (a) if applicable, the signed agreement in place between You and Veritas that applies to Your use of Veritas hosted services OR, (b) in the absence of a signed agreement, collectively (i) the applicable service description for the hosted service offering (“Service Description”) and (ii) the hosted services terms, both as in effect the date Veritas accepts your marketplace order, current copies and updates of which will be published at <https://www.veritas.com/about/legal/license-agreements> (or successor address). Please read Your Agreement, especially the Service Description, for important information regarding how Veritas will deliver the service to You, such as any applicable service level agreements, auto-renewal options, cancellation procedures, data extraction capabilities, data deletion processes, or overage charges.

If the Veritas offering is a **software license**, Your agreement is: (a) if applicable, the signed agreement in place between You and Veritas that applies to Your use of Veritas software licenses OR (b) in the absence of a signed agreement, collectively (i) the end user license agreement (EULA) and (ii) the product use rights supplement incorporated by reference for the applicable Veritas software product offering, current copies and updates of which will be published at <https://www.veritas.com/about/legal/license-agreements> (or successor address). Please read Your Agreement for important information regarding how Veritas will license the applicable software to You. NOTE: Except as otherwise authorized by Veritas or required by law, You may use the software only within the country in which You are located based on Your Marketplace registration.

### ***If “You” are a channel partner who is purchasing an offering from Veritas Technologies LLC and/or its affiliates (“Veritas”) for a third-party end customer’s use:***

By purchasing a Veritas offering on the Marketplace, “You”, the company purchasing the Veritas Offering on the Marketplace on behalf of the identified end user customer (“End Customer”), agree that Veritas Offerings, including those Veritas offerings purchased through Marketplace, are provided to End Customers as the licensees, for use in accordance with the applicable Veritas end user terms (“End User Terms”), available at: <https://www.veritas.com/company/legal/license-agreements>. With respect to the terms of use or performance of Veritas offerings, You shall not provide an End Customer with different terms and conditions or require End Customer to enter into any terms and conditions other than the applicable Veritas End User Terms. Veritas reserves the right to reject any order for any reason in its sole discretion. NOTE: Except as otherwise authorized by Veritas or required by law, You may resell and/or market the Veritas offerings only within the country in which You are located based on your Marketplace registration.