

# Veritas™ Hosted Services Terms

May 2021

VERITAS™

These Veritas Hosted Services Terms (“**Service Terms**”) are part of the Agreement between Customer and Veritas. For the purposes of these Service Terms, “**Veritas**” means Veritas Technologies LLC and/or its subsidiaries, and the term “**Customer**” refers to the Service Entitlement owner/contract owner named in the Service Order. Customer and Veritas may each also be referred to as a “**Party**” and together, the “**Parties**.” The “**Agreement**” consists of, collectively, these Service Terms, plus the terms of the applicable Service Order including the relevant Service Description. Capitalized terms not defined in these Service Terms have the same meaning as defined in the Service Order. Customer and Veritas agree as follows:

1. **DEFINITIONS.** Capitalized terms shall have the meanings set forth below. Defined terms stated in the singular may be used in the plural, and vice versa.

- a) “**Actual Use Level**” means Customer’s actual quantity, type and duration of Service use, regardless of Registered Use Level.
- b) “**Affiliate(s)**” means, any present or future entity that, directly or indirectly Controls, or is Controlled by, or is under common Control with either Party, where “Control” means power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities, by contract, or otherwise.
- c) “**Certificate**” means the machine-generated certificate sent to Customer by Veritas to confirm a purchase of the applicable Service, whether ordered directly from Veritas or through Veritas’ authorized channel partner.
- d) “**Confidential Information**” has the meaning given under “**Confidentiality**” below.
- e) “**Customer Data**” means information which the Customer uploads to the Service to be processed and/or stored through the Service and any information generated within the Service as a result of the processing of that information.
- f) “**Provisioning Information**” means information that Veritas needs to configure the Service, and/or to provide any included support for the Service to the Customer, including but not limited to, names, e-mail address, IP address and contact details of designated users and contacts for the Service, and other Personal Information provided during configuration of the Service or any subsequent support call.
- g) “**Entitlement**” means Customer’s right to access, use and/or benefit from, a given Service.
- h) “**Initial Period**” means the initial minimum period of time for which Customer commits to subscribe to and pay for a Service, as set forth in a Service Order.
- i) “**Personal Information**” means information from which a living individual can be recognized.
- j) “**Registered Use Level**” means the quantity and type of Entitlements for which Customer is committed to pay. Registered Use Level may also be referred to as the Minimum Contracted Quantity.
- k) “**Renewal Period**” means each of the subsequent, sequential Service periods following the Initial Period.
- l) “**Service(s)**” means cloud-based and/or hosted Veritas service(s), sold to Customer hereunder, whether as an individual service or as a collective bundle of related services, including any Service Components.
- m) “**Service Component**” means certain enabling software, hardware peripherals and associated documentation which may be separately provided by Veritas as an incidental part of a Service.
- n) “**Service Description**” means Veritas’ standard, then-current description of a Service’s features, including any product-specific additional terms and requirements, and any accompanying service level targets (“**SLA**”), if applicable. Current copies of all Service Descriptions are available at <https://www.veritas.com/about/legal/license-agreements>.
- o) “**Service Meter**” sometimes called, “**Use Level**” means the applicable unit(s) of measurement by which Veritas prices and sells an Entitlement to a Service, in effect at the time the relevant Service Order is created. (For example, “per device” or “1GB per User” or “per X” each could be Service Meters for given services).

p) **"Service Order"** means the Parties' mutually-agreed commitment for a Service under this Agreement. A Service Order may take the form of a written addendum, exhibit or statement of work signed by the Parties, a machine-generated Veritas quote accepted by Customer, or in the absence of any such document, Customer's order accepted by Veritas directly or through an authorized Veritas channel partner, as documented in the Certificate issued in confirmation of such order.

q) **"Term"** means, for a given Service, the Initial Period together with any Renewal Periods.

2. **ORDERING.** Veritas reserves the right to indicate the method(s) by which it will receive and accept orders for a given Service.

3. **SERVICE.** Veritas agrees to provide the Service specified in the Service Order, subject to this Agreement. Customer may access the Service from anywhere in the world, however access to the Service from certain countries may be subject to applicable law and any technical limitations of the Service. The Service may be updated by Veritas from time to time. In order to enable Veritas to setup and/or provide the Service, Customer will provide Veritas with all necessary technical data, and other current, accurate and complete information reasonably required by Veritas for such purposes.

4. **SERVICE USAGE.**

a) **Use.** Customer will only use each Service for its internal business use, up to its applicable Registered Use Level. Customer will not resell the Service or act a service provider passing the use or benefit of the Service to third parties, unless otherwise mutually agreed through the applicable method(s) by which Veritas enrolls and permits service provider access and use, for a given Service.

b) **Lawful Use of the Service.** Customer may only use the Service for lawful business purposes. If Customer does not comply with this requirement, Veritas reserves the right to suspend all or part of the Service immediately during such non-compliance, without compensation to Customer of any kind.

c) **Changes in Service Use Level.**

(i) During the Initial Period or a Renewal Period, Customer cannot reduce the Registered Use Level. The same Registered Use level will apply to the next Renewal Period, unless reduced or increased as set forth below. If Customer wishes to reduce its Registered Use Level for the next Renewal Period, Customer may do so by following Veritas' then-current processes, as may be found in the applicable Service Description or otherwise published by Veritas.

(ii) At any time, Customer may purchase additional Entitlements to increase its Registered Use Level in accordance with Veritas' then-current processes for the applicable Service.

(iii) If Customer's Actual Use Level exceeds its Registered Use Level ("**Overages**"), then Veritas reserves the right to invoice for these Overages and Customer will promptly pay for such Overages. Overages fees will be at the same rates charged for the current Initial Period or Renewal Period order, as applicable.

5. **TERM; RENEWAL.**

a) **Initial Period.** The Initial Period for a Service, which may include an initial set-up period, will begin on the date indicated in the Service Order.

b) **Auto Renewal and Renewal Opt Out.** If the Service does not automatically renew, as specified in the relevant Service Description, this section does not apply to such Service. Otherwise, unless otherwise mutually agreed by the Parties, and subject to the End of Service Availability section below, the Service will automatically renew for Renewal Periods of twelve (12) months each (unless a shorter default Renewal Period is specified in the Service Order or Service Description). Either Party may elect not to renew or auto-renew the Service by providing written notification within the time specified in the Service Description to the other Party before the beginning of a Renewal Period, effectively cancelling the Service at the end of the then-current period. Notwithstanding the process for other notices set forth under "General", below, (i) Customer's non-renewal notification will be submitted in accordance with Veritas' then-current process for opting out of automatic renewal of the Renewal Period, as indicated in the Service Order or Service Description; and (ii) Veritas may provide non-renewal notification by email to Customer's then-current business or technical contact, and/or by publication on the applicable interface(s) through which Customer's administrator interacts with the Service.

c) **End of Service Availability.** Veritas may notify Customer of the end-of-life (end of availability) of a given Service by giving no less than twelve (12) months prior written notice before such end of Service availability. Notwithstanding the process for other notices set forth under "General", below, Veritas may provide such notification by email to Customer's then-current business or technical contact, and/or by publication on the applicable interface(s) through which Customer's administrator interacts with the Service.

## 6. TERMINATION.

a) This Agreement, in whole or as to specific Service Order(s), may be terminated at any time by either Party as follows: (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.

b) Upon termination of an individual Service Order, this Agreement as to all other Service Orders will continue in full force and effect. Upon termination of this Agreement in whole, all outstanding Service Orders will be terminated immediately. Termination of this Agreement will be without prejudice to any rights or liabilities accrued as of the date of termination. Veritas will be entitled to invoice and be paid for all Service(s) provided up to the effective date of termination, and all invoices become immediately then due and payable. Any term of the Agreement, which is intended to survive expiration or termination will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law, and Customer's payment obligations accrued prior to termination.

## 7. INVOICES; FEES AND PAYMENT; TAXES.

a) **Invoices.** Veritas reserves the right to invoice upon Veritas' acceptance of the applicable Service Order, or pursuant to "Changes in Service Use Level", above. If Veritas or Customer requires a purchase order document ("PO") to process a Service Order and/or invoice, then such PO must have sufficient detail to allow Veritas to accept and accurately fulfil Customer's order. Unless otherwise specified in a Service Order, Service fees will be calculated from the date the Service is made available to Customer. However, Veritas reserves the right to begin charging Service fees if, due to Customer's act or omission or failure to provide required information, Veritas is unable to make the Service available.

b) **Fees and Payment.** Customer will pay the fees agreed to in the Service Order ("**Fees**") either to Veritas, or, if the Service Order is placed via Customer's nominated Veritas channel partner, Customer will pay the Fees as separately agreed between Customer and such Veritas channel partner ("**Fees**"). For Service Orders directly invoiced by Veritas, Customer will pay Veritas invoiced amounts within thirty (30) days of the invoice date ("**Due Date**"). Any amounts payable by Customer hereunder which remain unpaid as of the Due Date for the applicable invoice shall be subject to a late charge until paid in full equal to the greater of: (i) three quarters of a percent (.75%) per month; or (ii) the highest rate permissible by law on the unpaid balance. In addition, if Customer is overdue on any payment of an invoice to Veritas hereunder, and has failed to remedy the non-payment within ten (10) days of the Due Date for the applicable invoice, then, Veritas reserves the right, without prejudice to any other remedy, to suspend the provision of the Service upon five (5) days prior notice and to suspend delivery of all or part of accepted but undelivered Service Orders, until the overdue sums have been paid. All Fees paid or payable for the Service are non-cancellable and non-refundable. If Customer in good faith disputes any invoice, Customer is required to notify Veritas in writing of any such dispute with all relevant details at [ordermanagement@veritas.com](mailto:ordermanagement@veritas.com) within ten (10) days of invoice date. Veritas may update its pricing for a Service by publishing, quoting or invoicing Customer at the updated pricing at least thirty (30) days before such changes take effect; provided, however any pricing updates shall not apply to Fees until the next Renewal Period.

c) **Taxes.** Customer 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 Service or other items provided under this Agreement, 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 Customer's invoice and will not include them in the Fees. If a transaction is exempt from tax, Customer will provide Veritas with a valid exemption certificate or other evidence of such exemption in a form acceptable to Veritas. If Customer is required by law to withhold any tax from the payment, Customer will provide to Veritas original or certified copies of all tax payment receipts or other evidence of payment of taxes by Customer with respect to transactions under this Agreement, no more than thirty (30) days after invoice due date. If Customer fails to provide Veritas with such tax payment receipts, if applicable, then Customer will reimburse Veritas for any fines, penalties, taxes and other governmental agency charges resulting from such failure.

8. **WARRANTY.** Veritas will provide the Service in a good and workmanlike manner, and substantially in accordance with the Service Description.

CUSTOMER AGREES THAT THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED CONCERNING THE SERVICE, INCLUDING, BUT NOT LIMITED TO, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERITAS DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT USE OF THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE.

9. **INTELLECTUAL PROPERTY.** The intellectual property rights in the Service are and will remain Veritas' property or that of its licensors.

10. **INDEMNITY.**

a) **Indemnification by Veritas.** Veritas will defend and indemnify and hold Customer harmless from any claim asserting that the Service infringes any intellectual property right of a third party, and will pay any and all damages awarded by a court and actually paid by Customer, or agreed to in settlement by Veritas and attributable to such claim. Veritas' 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; allowing Veritas sole control of the defense and all related settlement negotiations; and not having compromised or settled such claim. Notwithstanding the foregoing, Customer may participate at Customer's expense in the defense of any such claim with its own counsel, provided Veritas retains sole control of the 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 Service or to pay sums indemnified hereunder. Such approval will not be unreasonably withheld.

If the Service is found to infringe, or if Veritas determines in its sole opinion that the Service is likely to be found to infringe, then Veritas will either (i) obtain for Customer the right to continue to use the Service; or (ii) modify the Service (including if applicable Service Component(s)) so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, (and in the case of infringing Service Components, Customer will stop using any infringing version of such Service Components); or, if Veritas determines in its sole opinion that "(i)" and/or "(ii)" are not commercially reasonable, Veritas may (iii) terminate Customer's rights and Veritas' obligations under this Agreement with respect to such Service, and in such case shall refund to Customer the fees paid for the relevant Service. Notwithstanding the above, Veritas will not be liable for any infringement claim to the extent that it is based upon: (1) modification of the Service other than by Veritas; (2) combination, use, or operation of the Service with products not specifically authorized by Veritas to be combined with the Service; (3) use of the Service other than in accordance with this Agreement; or (4) Customer's continued use of infringing Service after Veritas, for no additional charge, supplies or offers to supply modified or replacement non-infringing Service.

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

b) **Indemnification by Customer.** Customer agrees, at Veritas' request to defend, and to indemnify Veritas against and hold Veritas harmless from any and all claims, actions, losses, costs and expenses Veritas may incur as a result of: (i) any breach by Customer of the Section entitled "Lawful Use of the Service", (ii) Customer's unauthorized use of the Service in a manner not contemplated by the Service Description, or (iii) any third-party claim in relation to Customer Data.

11. **CONFIDENTIALITY.**

a) **"Confidential Information"** means the non-public information that is exchanged between the parties, provided that such information is: (1) identified as confidential at the time of disclosure by the disclosing party ("**Discloser**"), or (2) 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 Discloser solely for the purpose of performing activities contemplated under this Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party. Veritas will protect Customer Data for as long as that Customer Data resides in the Service. A Recipient will protect the Discloser's 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 as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its Affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of this Agreement, who have signed a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

b) This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of this Agreement; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) 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: (1) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (2) discloses only as much of the Confidential Information as is required. Upon request from the Discloser or upon termination of the Agreement, the Recipient will return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

c) Each Party will retain all right, title and interest to such Party's Confidential Information. The Parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions.

## 12. Use and Protection of Customer Data and Provisioning Information.

a) Veritas operates as a data processor with no control over the type, substance or format of Customer Data. Customer, as data controller, is responsible (i) to ensure that processing and disclosure of such information to Veritas complies with applicable laws; (ii) to inform users that their information will be processed by Veritas 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); (iii) to inform users of how it will be used, and to assure that Customer has all appropriate consents required for such transfer and use; and (iv) to satisfy itself that the Security Standards are appropriate, given the nature of the Customer Data.

b) Veritas does not require access to or use of Customer Data to provide the Service, other than by machine-read, electronic methods. Veritas may access or use Customer Data, if required, to enable proper functioning of the Service or as otherwise set forth in the Service Description and, in such limited circumstances, Veritas shall process Customer Data in accordance with the Customer's instructions, provided that such instructions are consistent with the terms of this Agreement. Veritas may access, use or disclose Customer Data as required by law or court order, but will give Customer reasonable notice of any legally required disclosure to allow Customer to seek a protective order or other appropriate remedy (except to the extent Veritas' compliance with the foregoing would cause it to violate a court order or other legal requirement). As between Customer and Veritas, Customer Data will remain the property of Customer at all times.

c) By providing the Provisioning Information, Customer acknowledges that the Provisioning Information, including any Personal Information contained within it, will be processed and accessible on a global basis by Veritas, its Affiliates agents and subcontractors for the purposes of providing the Service, to generate statistical information about the Service, for internal research and development, and as otherwise described in the Service Descriptions, including in countries that may have less protective data protection laws than in the country in which Customer or its users are located. Veritas may disclose the collected Personal Information as required or permitted by law or in response to a subpoena or other legal process. Customer also consents for itself and as agent for its contacts whose details have been provided as part of the Provisioning Information to the use by Veritas of that Personal Information for the purposes of informing Customer of Veritas products and services which may be of interest to Customer and account management. Where Customer's processing of the personal data 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 data and privacy that may exist in the European Economic Area, United Kingdom, and/or Switzerland, Veritas shall process such personal data in accordance with the Data Processing Terms and Conditions at <https://www.veritas.com/privacy>. All questions and requests on privacy matters may be addressed to Veritas Technologies LLC – Privacy Program Office at Veritas' headquarters location published at [veritas.com](https://www.veritas.com) or via email: [privacy@veritas.com](mailto:privacy@veritas.com). Veritas acknowledges that individuals may choose to opt out of direct marketing at any time on written notice to Veritas.

d) Veritas will maintain administrative, technical and physical safeguards for the Veritas Network designed to (i) protect the security and integrity of the Veritas Network, and (ii) protect against accidental or unauthorized, or unlawful access, use, alteration or disclosure of, loss, destruction or damage to, Customer Data and Provisioning Information (the "**Security Standards**"). The "**Veritas Network**" means Veritas' data center facilities, servers, and networking equipment/software involved in hosting Customer Data and storing the Provisioning Information that are under Veritas' reasonable control and are used to provide the Service. The Security Standards will be substantially equivalent to the generally accepted security standards in the IT industry for hosted services similar to the Service. Veritas will conform to the Security Standards during the Term.

## 13. LIMITATION OF LIABILITY.

a) Nothing in this Agreement shall exclude or limit: (i) Veritas' liability for death or personal injury caused by its negligence; or (ii) any fraudulent pre-contractual misrepresentations made by Veritas on which Customer can be shown to have relied; or (iii) any other liability which cannot be excluded by law. Subject to Section 13(b), no limitation on liability shall apply to Veritas' liability to pay damages finally awarded pursuant to Section 10(a) ("Indemnification by Veritas").

b) IN NO EVENT WILL VERITAS OR ITS SUPPLIERS BE LIABLE WHETHER IN CONTRACT, TORT OR OTHERWISE, TO CUSTOMER OR ANY OTHER PERSON FOR: (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES (EXCLUDING FEES UNDER THIS AGREEMENT), LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (II) ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT

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 SERVICE, DEFECTIVE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE BY VERITAS OF ANY OF ITS OBLIGATIONS UNDER OR CONNECTED WITH THIS AGREEMENT. EXCEPT AS PROVIDED IN SECTION 13(A) AND CUSTOMER'S PAYMENT OBLIGATIONS FOR SERVICE FEES DUE IF UNPAID, REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, VERITAS' OR ITS SUPPLIERS' TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID OR PAYABLE BY CUSTOMER IN THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE GIVING RISE TO THE LIABILITY.

14. **U.S. GOVERNMENT RIGHTS.** This Section applies only to U.S. Government entities. The Service and any related enabling software are deemed to be commercial computer software as defined in FAR 12.212. Any use, modification, reproduction, release, performance, display or disclosure of the Service or any related enabling software by the U.S. Government shall be solely in accordance with the terms of this Agreement, except (a) as modified by any addendum agreed to in writing by Veritas and the U.S. Government, and (b) that any provisions contrary to federal law shall be read out of this Agreement without impacting the validity and enforceability of its other provisions.

15. **GENERAL.** (a) Veritas has the right to subcontract the performance of the Service to third parties, provided that Veritas remains responsible for the contractual obligations according to the Agreement and any Service Order. (b) All notices of breach, termination or the like 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 the 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. (c) Customer may not assign the rights granted hereunder or the Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Veritas' prior written consent. Such consent will not be unreasonably withheld or delayed. (d) 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. (e) This Agreement shall be governed by and construed in accordance with the following laws, without giving effect to conflict of law principles: the laws of the State of California if Customer is located in the Americas; the laws of England and Wales, if Customer is located in the United Kingdom, Europe, Middle East or Africa; the substantive laws of English, if Customer is located in India; the substantive laws of New South Wales, Australia, if Customer is located in Australia, New Zealand, or the Pacific islands (excluding overseas territories of the USA or France); the substantive laws of Japan, if Customer is located in Japan; the substantive laws of Peoples Republic of China, if Customer is located in China, excluding Hong Kong, Macau, and Taiwan; or the substantive laws of the Republic of Singapore, if Customer is located in anywhere else in Asia Pacific. 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. (f) If any provision of the Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions will remain in full force and effect. A waiver of any breach or default under the Agreement will not constitute a waiver of any other right for subsequent breach or default. No person other than a Party to the Agreement will be entitled to enforce any term of it except as expressly provided herein. (g) Customer hereby acknowledges and agrees that the Service and any related download or technology may be subject to applicable import/export controls and trade sanction laws, regulations, rules and licenses, and that Customer is hereby notified of the information published by Veritas on <http://www.veritas.com/legal/legal-notice>, or successor website, and will comply with the foregoing, and with such further export restrictions that may govern an individual Service, as specified in the relevant Service Description. (h) Any subsequent modifications to these terms and conditions will be made in writing and duly signed by authorized representatives of both parties or they will be void and of no effect. Together with the terms of the Service Order, these terms are the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the parties regarding such subject matter. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned. The terms of the Service Order, the Service Description, and these Veritas Hosted Services Terms shall govern, in that order of precedence, in the event of any conflict by or among such documents. This Agreement may be executed in multiple counterparts all of which taken together shall constitute one single agreement between the parties.