



**Renewal Order** 615265056

**Issue Date:** 17-DEC-2018  
**Agreement #**  
**Customer Reference:**  
**Disti/Cust PO:** 4300670344  
**Reseller PO:** OV-18239 part EV RNW  
**Disti/Cust PO:**

**Ship To:**  
DOPRAVNI PODNIK MESTA BRNA  
HLINKY 151  
BRNO,656 46,CZ  
**Customer Number:** 2605783R

**Entitlement Owner:**  
DOPRAVNI PODNIK MESTA BRNA  
HLINKY 151  
BRNO,656 46,CZ  
**Customer Number:** 2605783R

Item Instance Number	Product Name/Description	Quantity	Entitlement ID	Support ID	Maintenance/Subscription	
					Start Date	End Date
47553778	14081-M3-23 ESSENTIAL 12 MONTHS RENEWAL FOR ENTERPRISE VAULT EMAIL MGMT 1 USER ONPREMISE STANDARD PERPETUAL LICENSE GOV	200	A0023415667	7681-4559-7667	01-JAN-2019	31-DEC-2019



\*\* Indicates a Replacement Entitlement.

For ease of managing your support renewal, please retain this certificate which holds valuable reference information for you renewal transaction.

Learn more about Veritas products and services please access <https://www.veritas.com>

For assistance related to your product, please access <http://support.veritas.com>. If you have purchased support for your products from an authorized Veritas support provider, please contact that support provider directly for any technical support inquiries.

## Veritas Support Certificate

This document (the "Certificate") is a legal agreement between the end user (the "Customer") and Veritas Technologies LLC and/or its subsidiaries ("Veritas"). This Certificate and the rights granted herein are only effective as to end users who have a valid license pursuant to a Veritas license agreement (the "License Agreement") for the underlying Veritas software product(s) (the "Software") for which the support offering ("Support") will be provided. This Certificate applies to the Software identified on the front of this Certificate. Capitalized terms are defined in this Certificate, the License Agreement or the Technical Support Policy.

If this Certificate applies to a consolidated order where there are multiple entitlement owners listed on the front of the Certificate, then the end user entity receiving this Certificate must provide this Certificate, including these Support terms, to each of the entitlement owners listed on the front of the Certificate.

**IF CUSTOMER DOES NOT AGREE TO THESE TERMS, THEN VERITAS IS UNABLE TO PROVIDE SUPPORT TO CUSTOMER. RECEIPT OF SUPPORT INDICATES CUSTOMER'S AGREEMENT TO THESE TERMS.**

Support Offerings. Commencing on the issue date, Veritas will provide Customer with Support within the Veritas region in which the Software is licensed for use as indicated in the License Agreement. Support is provided under these terms and conditions until the end date of the term purchased.

### 1. Essential Support.

- Access to technical support provided by telephone on a 24x7 basis
- Continuous Efforts Problem Resolution Engineering (available upon request for Severity 1 Cases only)
- Access to the Veritas technical support website
- Delivery of bug fixes and patches
- Upgrade Assurance
- Licensee may designate up to six (6) individuals per title of Software for Essential Support to act as liaisons with Veritas Technical Services staff ("Designated Contacts")

### 2. Basic Maintenance.

- Access to technical support provided by telephone from 8 a.m. to 6 p.m. during the normal business week of, and in accordance with statutory holidays of, the country where the Software is installed
- Access to the Veritas technical support website
- Delivery of bug fixes and patches
- Upgrade Assurance
- Licensee may designate up to two (2) individuals per title of Software for Basic Maintenance to act as Designated Contacts (as defined above)

## Definitions:

- **Upgrade Assurance:** The right to use upgrades to the Software as they become generally available to Veritas' end user customers. An upgrade is any version of the Software which has been released to the public and which replaces the prior version of the Software. All such upgraded Software is licensed to Licensee for use subject to all terms and conditions, including without limitation disclaimers of warranties and limitation of liabilities, of the License Agreement. Nothing in this Certificate shall be construed as separately licensing copies of the Software or increasing the number of copies of Software licensed to Licensee.

## Terms and Conditions:

- **Support Policies:** The support service(s) will be provided in accordance with Veritas' Technical Support Policy and other support policies which may be revised and updated by Veritas from time to time without notice to Licensee. Please refer to <http://go.veritas.com/support-fundamentals> for copies of such policies. Under Veritas' Enterprise Technical Support Policy, support services may be discontinued for certain Software or a particular version of Software prior to the end date of the term purchased.

- **Geographic Availability:** Not all of the support services listed above are available in all countries or locations or for all Veritas software products.

**Scope of Support:** Licensee's technical assistance is limited to error correction resolution of Software used in a Supported Configuration. Support services do not include services such as training, installation, migration, implementation and configuration services which Veritas sells under other separate offerings. Please refer to <https://www.veritas.com/services> for additional information regarding these and other services offered by Veritas.

- **Additional Designated Contacts:** Licensee may add additional Designated Contact(s) for either Essential Support or Basic Maintenance by paying the applicable fee in effect at the time Licensee seeks to add the additional Designated Contact(s). If Licensee has purchased the right to designate additional Designated Contacts, the number purchased reflects the number of additional designated Licensee Designated Contacts who may receive technical support on Licensee's behalf with the same rights and for the same term as the primary contacts for either Essential Support or Basic Maintenance.

- **Acknowledgement of Use of Personal Data.** Licensee recognizes that Veritas will require Licensee to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), in order for Veritas to provide Support and to keep Licensee apprised of support and product updates. Licensee acknowledges that Veritas is a global organization, and such personal data may be accessible on a global basis to enable Veritas to provide Licensee Support. By providing such personal data, Licensee consents to Veritas using, transferring and processing this personal data on a global basis for the purposes described above. Where Customer's processing of the personal data provided to Veritas under this Certificate 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 and/or Switzerland, Veritas shall process such personal data in accordance with the Data Processing Terms and Conditions at <https://www.veritas.com/privacy>.

- **Support Services Warranty.** Veritas warrants, for a period of thirty (30) days from the date of performance of support services under this Certificate, that such support services will be performed in a manner consistent with generally accepted industry standards. For support services not performed as warranted in this provision, and provided Licensee has reported such non-conformance to Veritas within thirty (30) days of performance of such non-conforming support services, Veritas will, at its

discretion, either correct any nonconforming support services or refund the relevant fees paid for the nonconforming support services. THIS IS LICENSEE'S EXCLUSIVE REMEDY AND VERITAS' SOLE LIABILITY ARISING IN CONNECTION WITH THE SUPPORT SERVICES WARRANTY DESCRIBED IN THIS SECTION.

DISCLAIMER OF DAMAGES: 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 BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE PROVISION OF SUPPORT SERVICE(S), EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN TOLD SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL VERITAS' LIABILITY EXCEED THE PURCHASE PRICE FOR THE SUPPORT SERVICE(S). NOTHING IN THIS CERTIFICATE SHALL EXCLUDE OR LIMIT VERITAS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

Autorenewal Benefit. Veritas support services include an autorenewal benefit. Licensee's support services will automatically renew for renewal periods of twelve (12) months each when the then-current term expires ("Autorenewal") until Licensee cancels Autorenewal.

Licensee may cancel Autorenewal by providing written notice to Veritas at [returnsandcancellations@veritas.com](mailto:returnsandcancellations@veritas.com) at least thirty (30) days before the beginning of the next Autorenewal date. Veritas may cancel Autorenewal by providing at least thirty (30) days' notice before the beginning of an Autorenewal period. Veritas' notice may be provided (i) by email to Licensee's then-current business or technical contact; and/or (ii) by publication on Veritas.com or on the interfaces through which Licensee manages support services.

Veritas' reasons for cancellation of Autorenewal may include removal of the applicable support service offering or Veritas product from general availability (end of life).

Veritas reserves the right to automatically invoice for each Autorenewal, with an increase of not to exceed up to five percent (5%) over the annualized rate Veritas charged\* for the prior twelve (12) month period of support services. If required by Veritas, Licensee shall issue (or cause to be issued) a purchase order to Veritas on a timely basis before expiration of the current support period, to support invoicing for each renewal period.

\*stated renewal cap does not apply to purchases which were made under a promotional rate or on less-than-market rates – for these, Veritas reserves the right to uplift renewal pricing to our current market rates.

This Autorenewal benefit does not apply to Licensees who cannot agree to Autorenewal under local law or governmental procurement regulation.

INTEGRATION: This Certificate, as supplemented by any relevant terms in the License Agreement not otherwise defined herein, constitutes the entire agreement between this parties pertaining to the subject matter hereof, and, except as otherwise agreed upon in writing by the parties, supersedes any and all prior written or oral agreement with respect to such subject matter.



August 2018