Sales Order #: O-00017381

Issue Date: 28-Jun-2024
Agreement #
Customer Reference:
Customer PO: VER-STD-850455
Distributor PO:
Reseller PO:
End User PO:

Ship To:	**Customer:**
LICENCIAS ON LINE SAS Calle 98 No. 22- 64 Oficina 201 Bogota, CO **VEMS Account: 7001183956**	MUNICIPIO DE MEDELLIN CALLE 44 NO.52-165 OF.705 MEDELLIN, CO **VEMS Account: 55051552**

Entitlement Owner (VEMS Account)	Entitlement ID/Subscription Number	Product Name/Description	Quantity	Support ID	Item Instance Number	Maintenance/Subscription	
						Start Date	End Date
MUNICIPIO DE MEDELLIN ID: 55051552	A7405280505 ZRUS000000007919	31162-M0008 - DATA INSIGHT PLUS CLOUD STORAGE XPLAT 1 TB ONPREMISE STANDARD SUBSCRIPTION + ESSENTIAL MAINTENANCE LICENSE 12MO	70	6682-1604-9900	4525292	28-Jun-2024	07-Jul-2025

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Veritas Product is currentlyprohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

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** 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.

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LICENSING PROGRAM TERMS

This document, including any attachments, referenced terms, and the information provided on this document (collectively, this "Certificate") is a legal agreement between the named end user receiving this Certificate (the "Customer"), and Veritas Technologies LLC and/or its subsidiaries ("Veritas"). This Certificate applies to Customer's use of the products and/or services identified in this Certificate (either on the front of this Certificate or in the entitlement details page of your account within the Veritas Licensing Portal), without regard to Customer's method of purchase.

For software products, this Certificate amends the Veritas end user license agreement including the product use rights supplement incorporated by reference (also known as the "EULA") between Customer and Veritas for the applicable Veritas software product(s) purchased (the "Software"). For the hardware associated with Veritas appliance hardware/software product(s) (collectively, the "Appliance"), this Certificate supplements the hardware warranty agreement included in the shipping materials for the Appliance. For service-based offerings including consulting, education, managed services and/or hosted or cloud-based services (collectively, "Services"), this Certificate supplements the applicable services terms preceding or following these terms and delivered or referenced elsewhere in this Certificate ("Services Terms").

IF CUSTOMER DOES NOT AGREE TO THESE TERMS, THEN VERITAS, AS THE OWNER OF THE SOFTWARE, APPLIANCE, AND/OR SERVICES, IS UNWILLING TO LICENSE THE SOFTWARE OR PROVIDE THE APPLIANCE OR SERVICES TO CUSTOMER. CUSTOMER'S USE OF THE SOFTWARE OR RECEIPT OF THE APPLIANCE OR SERVICES INDICATES CUSTOMER'S AGREEMENT TO THESE TERMS.

1. PERMISSION TO USE - SOFTWARE AND SERVICES. Veritas grants to Customer (a) the right to use the acquired Services in the scope, quantities and during the applicable Service timeframes purchased and as set forth in the Services Terms, and (b) a nonexclusive, nontransferable license to make copies of the Software in object code form only and use the acquired quantity of each title of the Software and the related user documentation purchased, under the terms and conditions of the EULA, both (c) solely for Customer's own internal business purposes, within the country in which the Customer is located as indicated by the Customer's address set forth on the face of this Certificate (except as otherwise authorized by Veritas or required by law). Customer may allow consultant(s) or outsourcer(s) to use or access Customer's Software and/or Services to deliver dedicated services to Customer, so long as such use is consistent with Customer's own permitted scope of use and is compliant with these terms.

2. SUBSCRIPTION SOFTWARE. The following terms apply to Software licensed on a non-perpetual (term-limited) basis ("Subscription Software"):

a. Licensed Quantity; Subscription Term. The quantity of Subscription Software licensed to Customer ("**Licensed Quantity**") and the term of a Subscription Software entitlement ("**Subscription Term**") are as set forth in this Certificate.

b. Pricing Benefit. The following pricing benefit is available for Subscription Software licensed for at least a three (3) year term: During an initial Subscription Term, orders may be submitted for additional quantities of the same Subscription Software product at the same pricing as the initial subscription pricing, prorated for the portion of that Subscription Term remaining at the time the additional quantity is added. The Subscription Term for any additional Subscription Software will terminate on the same date as the initial subscription. Customer is required to enable or submit reporting pursuant to this Certificate and otherwise be in compliance with this Agreement in order to receive this pricing benefit. This pricing benefit does not apply to promotional or one-time incentive pricing or to Appliance Software. For purposes of this section, "Appliance Software" means Subscription Software that is (1) separately licensed by Veritas as "appliance software" and/or (2) pre-loaded, pre-installed or included as a media kit accompanying a hardware appliance unit sold as a Veritas Appliance or as part of a Veritas appliance solution (such as Flex Scale software).

c. Grace Capacity; Periodic Reviews. The following terms apply to Subscription Software licensed for at least a three (3) year term:

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Veritas Product is currentlyprohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

i. Each Subscription Software license purchase includes a growth allowance of the greater of (i) ten percent (10%) of the Licensed Quantity (rounded up to the next full unit) or (ii) one (1) unit of the Subscription Software ("**Grace Capacity**"). Customer is required to enable or submit reporting pursuant to this Certificate, participate in Periodic Reviews and otherwise be in compliance with this Agreement to receive the Grace Capacity.

ii. Customer will participate in an annual review of its Subscription Software usage during the Subscription Term ("**Periodic Review**"). An interim review may also be triggered by use of Subscription Software in excess of the Grace Capacity or exceptional usage of the Subscription Software.

iii. If Customer's use of the Subscription Software during the relevant measurement period exceeds the Licensed Quantity plus the Grace Capacity, then Customer will pay the fees associated with all usage in excess of the Licensed Quantity, pro-rated for the remainder of the Subscription Term. Pricing and term for excess usage purchases will be as set forth in Section 2(b) (Pricing Benefit). Customer will submit an Order to Veritas or customer's authorized channel partner for such excess usage promptly upon Veritas' request and/or pay any invoice for such excess usage as provided in the applicable terms.

d. Reporting.

i. Automated Reporting. Customer shall enable any usage reporting mechanism or tool included in the Subscription Software and automatically upload usage reporting to Veritas for all deployed Subscription Software ("**Automated Reporting**"). If Customer cannot automatically upload usage reporting, then Customer shall manually upload Automated Reporting on each Report Due Date (as defined below).

ii. Manual Reporting. If the Subscription Software does not include a usage reporting mechanism or tool, then Customer shall provide manual reporting as described below during the term:

(A) Manual reports are due: (i) on an annual basis, no later than ninety (90) days prior to the anniversary date of the first day of the Subscription Term or a Periodic Review, if applicable; and (ii) no later than thirty (30) days after a written request for a manual report from Veritas (each, a "**Report Due Date**").

(B) Each manual report shall identify the following information on a cumulative basis, with respect to the Subscription Software: the product name (including license type), version number, quantity of each product/amount of capacity deployed, hardware model, and the regional location of the computer on which each such copy is installed.

(C) All manual reporting shall be submitted to Usage.Analytics@veritas.com or any successor address.

(D) The rights and obligations in Sections 2(c) and 2(d) are in addition to Veritas' audit and verification rights included in the EULA.

e. Subscription Software Orders; Termination.

i. Orders. Subscription Software fees are based on Licensed Quantity and not actual usage. Licensed Quantity of Subscription Software cannot be decreased during the relevant Subscription Term. Multi-year Subscription Terms may be invoiced annually in advance, as agreed by the parties. Payment obligations related to Subscription Software Orders, including any installment payments for a multi-year Subscription Term, are non-cancelable and any sums when paid shall be non-refundable.

ii. Termination. In the event of any termination of this Agreement, the survival terms of the EULA shall apply; provided, however, that notwithstanding anything to the contrary in the EULA, Customer's payment obligations for all outstanding Subscription Software Orders, including installment payments, and the audit and verification rights in the EULA shall also survive to the extent permitted by applicable law.

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Veritas Product is currentlyprohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

3. MAINTENANCE/SUPPORT. All Veritas maintenance/support offerings will be as described in the applicable support certificate and delivered in accordance with Veritas's then-current standard policies and terms. Subscription Software includes related Maintenance/Support as reflected in this Certificate. Veritas reserves the right to require the purchase of minimum Veritas-designated levels of maintenance/support with the purchase of certain Veritas product offerings and/or purchases under certain buying programs.

4. AUTORENEWAL BENEFIT. Subscriptions of certain hosted or cloud-based services include an autorenewal benefit if and as identified in the Services Terms. Subscriptions of Veritas Software purchased on an online marketplace may include an autorenewal benefit. Such software subscriptions, which include maintenance/support, will automatically renew on a monthly or annual basis, equal in duration to the initial period purchased, when the then-current term expires ("Autorenewal"). Customer or its reseller may cancel Autorenewal by providing written notice at least thirty (30) days before the beginning of the next Autorenewal date (i) via the applicable online marketplace and (ii) by email to returnsandcancellations@veritas.com. A timely cancellation takes effect upon the expiration of the then-current term. Unless otherwise agreed to by the parties, Veritas reserves the right to automatically invoice for each Autorenewal term and to charge the then-current list price at the time of the renewal. This Autorenewal benefit does not apply to Customers who cannot agree to Autorenewal under local law or governmental procurement regulation.

5. RESOLD SOFTWARE, APPLIANCES AND/OR SERVICES. Veritas offers certain third party products and/or services on a resold basis, such as, separately licensed third party support for software, third-party service-based solutions, and/or third party technical assistance for a service-based solution (each, a "Third Party Resold Solution"). If this Certificate acts as a confirmation of the purchase of any such Third Party Resold Solution, the third party supplier's end user license agreement, services terms and/or services descriptions delivered or referenced as part of this Certificate, shall apply to such purchase. Veritas agreement terms shall not apply to the Third Party Resold Solution, even if such Veritas agreement terms are referenced in Customer's order or processing of such order.

6. LISTING. Veritas may refer to Customer as a user of Veritas products or services, as applicable, in customer lists, sales presentations and marketing activities.

7. ENTIRE AGREEMENT. This Certificate, any applicable Appliance or Services Terms, the EULA, the ordering terms of a Veritas quote, and any contract signed between the parties under which Customer's order is placed, as identified by the Veritas Agreement Number indicated on this Certificate (collectively, this "Agreement") constitute the entire agreement between Veritas and Customer regarding the subject matter of this Certificate. This Agreement supersedes any and all written or oral agreements with respect to such subject matter.

Veritas Licensing Program Certificate_v2024.02.13

Veritas Technical Support - Software 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.

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Veritas Product is currentlyprohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

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. Veritas will provide Customer with Support during the period specified on the front of this Certificate within the Veritas region in which the Software is licensed for use as indicated in the License Agreement.

1. Essential Support

- Access to technical support provided by telephone on a 24x7 basis
- Continuous Efforts (available upon request for Severity 1 cases only)
- Access to the Veritas technical support website
- Delivery of bug fixes and patches
- Upgrade Assurance

2. Basic Maintenance

- Access to technical support provided by telephone during Regional Business Hours based on the country where the Software is installed
- Access to the Veritas technical support website
- Delivery of bug fixes and patches
- Upgrade Assurance

Continuous Efforts: An Essential Support Customer may request that Veritas provide Continuous Efforts to work on a Severity 1 case. **"Continuous Efforts"** means that Veritas Support personnel will transfer the Customer's case around the globe, from support center to support center, using a follow-the-sun model, providing uninterrupted efforts, 24 hours a day, including weekends and holidays, to address a Severity 1 case.

Upgrade Assurance: **"Upgrade Assurance"**means 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 Customer 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 Customer.

Scope of Support: Customer's technical assistance is limited to error correction resolution of Software used in a Supported Configuration. Support does 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.

- Technical Support Policy: Support will be provided in accordance with Veritas' Technical Support Policy, Product Life Cycle Policy, and other support policies which may be revised and updated by Veritas from time to time without notice to Customer. Please refer to http://go.veritas.com/support-fundamentals for copies of such policies. Under Veritas' Product Life Cycle Policy, Support 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 the Support offerings listed above are available in all countries or locations or for all Software.

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Veritas Product is currentlyprohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

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Privacy and Data Protection. Customer recognizes that Veritas will require Customer to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses) for Veritas to provide Support and to keep Customer apprised of Support and Software updates. Customer acknowledges that Veritas is a global organization, and such personal data may be accessible on a global basis to enable Veritas to provide Support to Customer. By providing such personal data, Customer 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, United Kingdom, 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 or by email at privacy@veritas.com.

Support Warranty. Veritas warrants, for a period of thirty (30) days from the date of performance of Support under this Certificate, that such Support will be performed in a manner consistent with generally accepted industry standards. For Support not performed as warranted in this provision, and, provided Customer has reported such non-conformance to Veritas within thirty (30) days of performance of such non-conforming Support, Veritas will, at its discretion, either correct any nonconforming Support or refund the relevant fees paid for the nonconforming Support. THIS IS CUSTOMER'S EXCLUSIVE REMEDY AND VERITAS' SOLE LIABILITY REGARDING THE SUPPORT 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 CUSTOMER 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, EVEN IF VERITAS, 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 GIVING RISE TO THE CLAIM. NOTHING IN THIS CERTIFICATE SHALL EXCLUDE OR LIMIT VERITAS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

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.

February 2023

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