

VERITASTIME PROGRAM

PARTNER EMPLOYEE AGREEMENT

Participation for Quarterly Incentive Trip Only

This VeritasTime program is offered to individual employees of participating Veritas partners with the aim of increasing your knowledge of Veritas products and services and assisting you optimally position Veritas offerings in the market to both solve end customer's IT challenges and improve end customer experience.

If your employer is located or registered in France or Germany or has otherwise elected to participate in the VeritasTime program at a company level, (regardless of location) then you are not eligible to participate in the VeritasTime program at an individual level.

If you are an administrator of a participating partner that is registering on behalf of a partner to participate in the VeritasTime program at a company level then these terms shall apply to you insofar as 'You' or 'Participant' is read and construed as you participating on behalf of your employer.

1. DEFINITIONS

"Data Protection Legislation" means (i) the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time and (ii) any successor legislation to the GDPR or similar applicable legislation in any applicable country;

"Effective Date" means 1 July 2019;

"Eligible Partner" means a Silver level Partner or above in the Veritas Partner Force Program or a Veritas authorised distributor who has been invited by Veritas to encourage its employees to participate in this Program and who has entered into separate terms with Veritas regarding your participation in the VERITASTIME Program;

"GDPR" means the General Data Protection Regulation ((EU) 2016/679);

"Participant" or **"You"** means you, i.e. the individual employee of an Eligible Partner that successfully registers for the Program via the Website;

"Pitch" means submission of one video per Participant which complies with details described on the Website for pitches in terms of content, length and features that is of original material, which is in good taste and complies with Veritas policies and does not contain copy of any proprietary work or images from other websites, Youtube or similar but can feature Veritas approved external use logos that are in compliance with Veritas IPR policy;

"Portal and Reward Provider" means Corporate Rewards Limited (trading as CR Worldwide) 20 Timothy's Bridge Road, Stratford Upon Avon, Warwickshire, CV37 9BF, registered in England with no 4521930, who are a 3rd party Program administrator on behalf of Veritas";

"Program" means the Veritas Partner Employee Incentive Program detailed at the Website as amended from time to time at Veritas's discretion and all its component parts, commonly referred to as VeritasTime Program;

"Territory" means UK, Denmark, Germany, France, Spain, Netherlands, South Africa, UAE and as may be amended by Veritas from time to time;

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"Veritas" means Veritas Storage (Ireland) Limited; and

"Website" means <https://www.time.veritas.com>.

2. GENERAL TERMS. Employees must obtain the prior permission of their employer to participate in this scheme. This Programme cannot be combined with any other programmes, offers or rebates.

These Terms and Conditions apply to You and constitute your agreement with Veritas in relation to the VeritasTime Program ("VERITASTIME Partner Employee Agreement" or "Agreement").

You are only eligible to participate if your employer is an Eligible Partner in the Territory who has accepted the separate Partner terms and conditions with Veritas ("VERITASTIME PARTNER AGREEMENT").

TERMINATION OF THE VERITASTIME PARTNER AGREEMENT BETWEEN YOUR EMPLOYER AND VERITAS SHALL AUTOMATICALLY TERMINATE YOUR PARTICIPATION IN THE VERITASTIME PROGRAM RESULTING IN IMMEDIATE LOSS OF UNREDEEMED POINTS. VERITAS SHALL BEAR NO RESPONSIBILITY RELATED TO SUCH LOSS OF POINTS. YOU CAN TERMINATE YOUR PARTICIPATION IN THE PROGRAM AT ANY TIME BY PROVIDING NOTICE TO VERITAS TO veritastime@veritas.com.

By registering and taking part in the Program, which is administrated by the Portal and Reward Provider on behalf of Veritas, accessing your account or using any other aspect of the Program or Website, You will be deemed to have read, understood and accepted this VERITASTIME Partner Employee Agreement. Veritas may, at its sole discretion terminate this VERITASTIME Partner Employee Agreement and/or to amend, suspend, withdraw or cancel the Program including for the avoidance of doubt any associated points and/or rewards at any time and without prior notice. This VERITASTIME Partner Employee Agreement together with any other instructions listed elsewhere on the Website form the full terms and conditions. In the event of a conflict or inconsistency between the contents of the Website and this VERITASTIME Partner Employee Agreement, the terms of this VERITASTIME Partner Employee Agreement shall prevail to the extent necessary to resolve such conflict or inconsistency. It is the Participant's responsibility to familiarise itself with these terms and the conditions and instructions on the Website on a regular basis for possible changes.

Veritas reserves the right, in its sole discretion, to disqualify any Participant that acts in any fraudulent manner, attempts to bypass the security of the website or affects the administration, security, fairness, integrity, or proper conduct of the Program, who tampers with the entry process, point system or reward redemption, or may benefit from such tampering, including without limitation falsifying (pipeline) ORR or MB registrations or closure of deals.

Additionally, Participant accepts that, in addition to all other termination rights, Veritas may terminate Participant's participation in the VERITASTIME program immediately if requested to do so by a relevant Eligible Partner. Participant understands and accepts that where immediate termination on the request of an Eligible Partner is relevant, Participant loses the points already allocated to such Participant.

Veritas assumes no responsibility in relation to the Website for any error, omission, interruption, deletion, defect or delay in operation.

Participants must not register nor use the Website on behalf of another individual. Only one e-mail address per Participant will be allowed for registration. There will be a limited number of ten (10) Participants allowed from each Eligible Partner

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unless amended by Veritas. Places will be allocated on a first come first serve basis. Once You register you will be informed whether or not your registration was successful.

Participants agree that the Program and this Agreement are governed by the laws of England and subject to exclusive jurisdiction of the English courts. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these terms shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

3. THE PROGRAM

You must obtain prior permission of your employer to participate in this Program and you will be ineligible to participate if you are no longer employed by an eligible participating partner of Veritas and any points accumulated prior to termination of employment will be lost. If You are an administrator of an Eligible Partner and your employment has been terminated, then the points accumulated under your account can be transferred to a new administrator appointed by and acting on behalf of the Eligible Partner.

Full details of the Program itself (including details of the number of points that will be allocated against each activity) can be found on the Website. Any amendments or additions to the Program (including any adhoc promotions and/or accelerators for further upskilling on Veritas offerings or improving sales activity, driving more pipeline and visibility of pipeline for Veritas offerings and related activity) will be notified to Participants via the Website and such changes may be implemented from time to time at Veritas' sole discretion. Consult the Website regularly for the latest Program details. The initial program pilot shall run for two (2) quarters from when the Program begins on **1 July 2019**, at 12:00a.m. PST and ends on 31 December **2019**, at 11:59p.m. PST (the "**Program Period**"), this may be extended at Veritas' absolute discretion and the Program may be terminated at any time by Veritas in accordance with clause 4 below.

Participants will be allocated points, in Veritas' absolute discretion, in return for attending and passing certain Veritas education and other sales related activities, such as optimal pitching of how Veritas offerings adds value to end customers, learning about Veritas' sales plays, demand generation activities and driving and winning opportunities,(i.e. if You successfully register and get an opportunity approved for either Margin Builder or Opportunity Registration via VPF on behalf of your employer who is an Eligible Partner).

The maximum points that can be earned by each individual Participant under the Program shall be the equivalent of USD750 per quarter per individual Participant. From time to time points awarded or transacted may be audited and in the event that an audit reveals discrepancies or possible violations, the processing of further earning and allocating of awards may be delayed pending completion of the audit and pending the outcome of any corrections to be applied.

If You are an administrator acting on behalf of an Eligible Partner then your account will be allocated points by Veritas.

POINTS CANNOT BE ACCUMULATED IN RELATION TO ANY PUBLIC SECTOR DEAL, SHOULD POINTS INADVERTENTLY BE ACCUMULATED IN RELATION TO A PUBLIC SECTOR DEAL (EITHER DIRECTLY OR INDIRECTLY) PARTICIPANT AGREES TO INFORM SUCH PUBLIC SECTOR END CUSTOMER OF SAME AND SIMULTANEOUSLY INFORM VERITAS OF SAME, WHICH MAY RESULT IN THE POINTS IN RELATION TO SAME BEING VOIDED AND LOST. PARTICIPANT AGREES TO INFORM RELEVANT END CUSTOMERS PRIOR TO A SALE (REGARDLESS OF WHETHER OR NOT THE END CUSTOMER IS A PUBLIC SECTOR END CUSTOMER OR NOT) THAT THEY ARE RECEIVING BENEFITS FROM VERITAS IN RELATION TO ANY ORR OR MB THAT THEY REGISTER.

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Each Participant can log into their VeritasTime account on the Website and see their individual placing on the leaderboard but no other Participant can see any other Participant's placings as the data will be anonymised.

The Program shall include two leaderboards, one leaderboard for Participants whose employers are participating at an individual level ("Individual Level Leaderboard") and another leaderboard for Participants whose employers are participating at a company level ("Company Level Leaderboard"). Each quarter from when the Program begins, up to the top five (5) Participants on the Individual Level Leaderboard and up to five (5) Participants from the top five (5) Eligible Partners on the Company Level Leaderboard shall be awarded a trip (which shall include Veritas training and enablement content for up to a maximum four (4) days in total) paid for by Veritas in a quarter during the Program Period or extended Program Period. Details and award of such a trip shall be communicated by Veritas to the individual Participants and the relevant Eligible Partner administrator at the relevant time.

If You are an administrator acting on behalf of an Eligible Partner then your placing on the leaderboard will be calculated by dividing the total number of points allocated to your account against the total number of individual employees of Eligible Partner that have been registered by your employer when entering into the VeritasTime Partner Agreement (or as subsequently updated by Eligible Partner at the beginning of a new quarter only). If Veritas awards a reward trip to an administrator acting on behalf of an Eligible Partner, then it shall be at Eligible Partner's sole discretion as to how and to which individual participating employees (if any) such trip is awarded.

Pitches are to be uploaded to the relevant section of the Website and will be visible to Veritas employees and employees of other eligible partners AND other eligible partner companies. Each Participant understands that by participating in the Program, their Pitch (or if You are an administrator acting on behalf of an Eligible Partner, the Eligible Partner's team Pitch) will be visible to other Participants and Veritas and the Portal and Reward Provider. Veritas owns all IPR in the Pitch and may use it for marketing purposes both internally and externally.

4. DISCLAIMERS & LIMITATION OF LIABILITY

Veritas and/or the Portal and Reward Provider **cannot guarantee the performance of any third party** and shall not be liable for any act or default by a third party. Participants in this Program agree that Veritas and the Portal and Reward Provider will have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from failure to receive a benefit from a third party in relation to acceptance, misuse or use of benefits, or from participation in this Program. Nothing in this clause shall limit Veritas' or the Portal and Reward Provider's liability in respect of death or personal injury arising out of its own negligence.

Notwithstanding Veritas' right to terminate this Program immediately without prior notice including in situations where the VeritasTime Partner Agreement is terminated in which case all allocated points will be lost with immediate effect and such Participant shall be removed from the Individual Level Leaderboard or Company Level Leaderboard.

Veritas is not responsible for lost, corrupted or delayed entries. Any abuse of the Program, any conduct detrimental to the interests of either Veritas or the Portal and Reward Provider, or any misrepresentation of any information furnished to Veritas may result in the termination of his or her participation of the Program and any enablement trip awarded to such Participant.

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Cap on liability: PARTICIPANT AGREES THAT NOTHING IN THIS AGREEMENT SHALL LIMIT THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS OWN NEGLIGENCE OR FOR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

NEITHER VERITAS NOR THE ADMINSTRATOR:

- (A) SAVE FOR VERITAS' LIABILITY FOR DIRECT DAMAGES UP TO THE VALUE OF THE ACTUAL POINTS REDEEMED, NEITHER PARTY SHALL BE RESPONSIBLE WHETHER IN CONTRACT, TORT OR OTHERWISE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY KIND RESULTING FROM PARTICIPANT'S PARTICIPATION IN THE PROGRAM OR ANY PROGRAM-RELATED ACTIVITY, OR FROM ACCEPTANCE, RECEIPT, POSSESSION AND/OR USE OF REWARDS OR GIFTS OR OTHERWISE; NOR
- (B) HAVE MADE ANY WARRANTY, REPRESENTATION OR GUARANTEE EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH RESPECT TO THE PROGRAM OR REWARD, INCLUDING, WITHOUT LIMITATION, TO QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

Waiver of Liability: Subject to the foregoing, Participant hereby releases Veritas, its subsidiaries, affiliates, agencies, and its officers, directors, employees and representatives from any and all liability, loss, or damage arising from Participant's use of the Website acceptance, possession, allocation of points or participation in award enablement trips, including, but not limited to, claims for product liability, personal injury, breach of contract, and negligence. **Participant acknowledges and agrees that Veritas and the Portal and Reward Provider makes no warranty, express or implied, with respect to the accuracy of any information relating to the rewards** and Participant hereby waives and releases Veritas and the Portal and Reward Provider, their subsidiaries, affiliates, agencies, and its officers, directors, employees and representatives from any liability, loss, or damage caused directly or indirectly by any inaccuracy associated with such information. Without in any way limiting the generality of the foregoing, Participant agrees that this waiver embraces, covers and includes each, every, and all matters, transactions, causes of action, claims, demands and obligations arising in favour of Participant as against Veritas or the Portal and Reward Provider and their subsidiaries, affiliates, agencies, and officers, directors, employees and representatives relating to Participant's participation in the Program.

Participants agree: (1) to be bound by this Agreement, all applicable laws, and by all decisions of Veritas, which will be binding and final; (2) to waive any rights to claim ambiguity with respect to this Agreement; (3) to waive all of his or her rights to bring any claim, action, or proceeding against Veritas or the Portal and Reward Provider connection with the Program; (4) that any and all disputes, claims and causes of action arising out of or connected with this Program or the rewards shall be resolved individually, without resort to any form of class action; (5) that any and all claims, judgments, and awards shall be limited (at all times subject to the cap above) to actual out-of-pocket costs incurred, and in no event attorneys' fees; and (6) Participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses (excluding legal costs) up to a maximum amount of the cap above, and any and all rights to have damages multiplied or otherwise increased.

Participant shall not access, store, distribute, upload or transmit any viruses or malware, or any material during the course of his/her use of the Website that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity or fraudulent use of the account or points balances;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;

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- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) in a manner that is otherwise illegal, or causes damage or injury to any person or property;
- and Veritas reserves the right, without liability or prejudice to its other rights to disable Participant's access to the Website if he/she breaches the provisions of this clause.

Participant shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between Veritas and Participant:
 - (i) and except to the extent expressly permitted under this VeritasTime Partner Employee Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Website (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Website; or
- (b) access all or any part of the Website in order to build a product or service which competes with the Website; or
- (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Website available to any third party, or
- (d) attempt to obtain, or assist third parties in obtaining, access to the Portal, other than as provided under VeritasTime Partner Employee Agreement.

5. CONSENTS

A. **DATA PROTECTION AND PRIVACY**

The terms of **Veritas' privacy policy** can be found at (https://time.veritas.com/privacy_policy) apply to the processing of Personal Data by Veritas in connection with the Program.

B. **CONFIDENTIALITY & PUBLICITY**

Participant hereby grants Veritas the absolute right and permission to use the Participant's name, image, photograph, or likeness for Program publications relating to the Program or a marketing or similar event without further notice, compensation, or right of approval by Participant, including publicizing your Pitch on social media sites, including but not limited to Linked In and You Tube. Participant shall make no claim, demand, or cause of action arising out of Veritas use of Participant's name, image, photograph, or likeness, as granted herein.

Save as detailed above, the parties agree to keep confidential all information relating to this Program which is not otherwise in the public domain by reason of no breach of confidentiality, subject to Veritas sharing information with the Participants employer, tax authorities and the Portal and Reward Provider on a need to know basis (INCLUDING WITHOUT LIMITATION DETAILS OF PARTICIPANTS POINTS AWARDED AND REDEMMEED AT ANY TIME) and it being at the discretion of Veritas to publicize the existence of this Program and the Website. The Participant shall not publicize the existence of this Program as it is in pilot phase and is not available currently to all employees of partners and is also only available to some partners and not the entire Veritas Partner base.

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The parties acknowledge that a violation of either party's obligations with respect to confidential information may cause irreparable harm to Veritas for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Veritas shall 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 hereof.

C. EMPLOYMENT & TAX

Reporting in relation to Participants awarded points shall be available via the Website to assist Participant and/or Eligible Partner to comply with its tax obligations (if any) which may have arisen as a result of Veritas running the VeritasTime Program directly with such EPEs.

Whilst Veritas does not anticipate that the benefits received by each Participant may give rise to income tax or other tax liabilities, Veritas and the Portal and Reward Provider absolve themselves from any liability arising from any tax or National Insurance Contribution obligations arising from the participation in this Program and in relation to any redemption of points awarded to You. Participant acknowledges that their employer may have obligations to treat the benefits as taxable income and the value of the benefits may be subject to tax and/or national insurance. It is Participants responsibility, and Participant hereby agrees to ensure their employer is aware of the potential tax liability and should the benefits not be included in the taxable income from your employer, it is Participants responsibility to account for and pay to your local tax offices any tax liability and NI contributions or other local taxation arising on or as a result of such benefits.

D. ANTI-BRIBERY

Participant is an employee of an Eligible Partner and is qualified to participate in this Program in accordance with these terms, and accordingly, is eligible to receive rewards through the Program. It is Participant's obligation to verify prior to participating in this Program that the receipt of a reward does not violate Participant's employer policies, including but without limited to with regards to receiving personal benefits or advantages. Participant acknowledges that rewards: (a) are for personal use only; (b) must not be passed on or shared with others (in particular end customers), cannot be used to fund and transfers, payments or gifts to end customers, may not be substituted for another reward or exchanged for cash, and any evidence of such behavior will results in the Participant being permanently removed from the Program and all outstanding points forfeited. Participant is solely responsible for any taxes or governmental fees due for receiving, owning or using the reward and for informing your employer of the value of the points earned and redeemed each month.

Participant warrants and undertakes that he/she shall comply with the UK Bribery Act 2010 and all applicable U.S. and international anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act. No payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity.