



PRODUCT USE RIGHTS DOCUMENT FOR NETBACKUP FLEX SCALE

*Please note that over time, Cohesity will continue to evolve branding and replace Veritas logos and usage across all products, documents and legal terms. Any reference to Veritas in such materials, and all associated rights and obligations, shall be understood to mean Cohesity.

This Product Use Rights Document ("Document") contains additional terms and conditions (the "Product Use Rights") for the Licensed Software licensed under the Veritas Software License Agreement ("License Agreement") between You as the individual, the company, or the legal entity that will be utilizing the Licensed Software (referenced below as "You" or "Your") and Veritas Technologies LLC. Capitalized terms used in this Document but not defined herein will have the meaning given in the License Agreement. To the extent there is a conflict between the terms and conditions of the License Agreement and this Document, the terms and conditions of this Document will take precedence.

BY DOWNLOADING, INSTALLING OR USING THE LICENSED SOFTWARE, YOU AGREE TO COMPLY WITH THE PRODUCT USE RIGHTS IN THIS DOCUMENT, IN ADDITION TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE PRODUCT USE RIGHTS APPLICABLE TO THE LICENSED SOFTWARE, DO NOT DOWNLOAD, INSTALL OR USE THE LICENSED SOFTWARE.

For purposes of this Document, the Licensed Software is **NETBACKUP FLEX SCALE**.

1. ADDITIONAL DEFINITIONS.

"Cold Disaster Recovery Equipment" means a server and/or processor or device on which the Licensed Software may be installed and configured under a Cold Disaster Recovery License, and which is not production use servicing transactions or requiring workloads during periods of Your normal internal business operations.

"Disaster" means an unforeseen occurrence causing the operation of the applicable systems on which the Licensed Software is used for Production Use, or the Licensed Software installed on such systems, to be substantially impaired or prevented, which occurrence may include but is not limited to fires, earthquakes, floods and computer viruses.

"Failover Readiness Testing" means testing of the procedures for transferring Your production operation from one server to another.

"Gigabyte" or "GB" is defined as the total aggregate amount of data storage capacity and/or computer memory that is managed by the software. One Gigabyte is equal to 10^9 or 1,000,000,000 bytes of data.

"Node" means a physical individual computer, acting as a service or resource provider to client computers by sharing the resources within the network infrastructure.

"Production Use" means any functional operation of the Licensed Software in support of Your normal business operations (such as normal productive use and pre-production testing other than Failover Readiness Testing).

"Tebibyte" or "TiB" is defined as the total aggregate amount of data storage capacity that is managed by the software. One Tebibyte is equal to 2^{40} or 1,099,511,627,776 bytes of data.

Useable storage capacities		
14TB Drives (Gen 10)	16TB Drives (Gen 11)	20TB Drives (Gen 11)
102 TiB (112 TB)	116 TiB (128 TB)	145 TiB (160 TB)
408 TiB (448 TB)	464 TiB (512 TB)	580 TiB (640 TB)
510 TiB (560 TB)	580 TiB (640 TB)	725 TiB (800 TB)
612 TiB (672 TB)	696 TiB (768 TB)	870 TiB (960 TB)

COHE^SITY

714 TiB (784 TB)	812 TiB (896 TB)	1015 TiB (1120 TB)
816 TiB (896 TB)	928 TiB (1024 TB)	1160 TiB (1280 TB)
918 TiB (1008 TB)	1044 TiB (1152 TB)	1305 TiB (1440 TB)
1020 TiB (1120 TB)	1160 TiB (1280 TB)	1450 TiB (1600 TB)
1122 TiB (1232 TB)	1276 TiB (1408 TB)	1595 TiB (1760 TB)
1224 TiB (1344 TB)	1392 TiB (1536 TB)	1740 TiB (1920 TB)
1326 TiB (1456 TB)	1508 TiB (1664 TB)	1885 TiB (2080 TB)
1428 TiB (1568 TB)	1624 TiB (1792 TB)	2030 TiB (2240 TB)
1530 TiB (TB)	1740 TiB (1920 TB)	2175 TiB (2400 TB)
1632 TiB (TB)	1856 TiB (2048 TB)	2320 TiB (2560 TB)

For purposes of defining useable storage capacity, which is calculated based on TiB, note the conversion table above. For example, a license entitlement of 102 equals to actual useable storage capacity of 112 TB.

The Licensed Software is licensed using integer values. The calculated number of bytes may yield a value that requires rounding to be performed in order to present an integer number. In such cases, for Gen 10, Veritas will round up to the nearest whole number, and for Gen 11, Veritas will round down to the nearest whole number. For example, with Gen 10 (14TB), when converting from 112TB, this equals to 101.863TiB, and You are required to purchase 102 units of Licensed Software. For example, with Gen 11 (16TB), when converting from 128TB, this equals to 116.415 TiB, and You are required to purchase 116 units of Licensed Software and with Gen 11 (20TB), when converting from 160TB (20TB), this equals to 145.519 TiB, and You are required to purchase 145 units of Licensed Software.

“**Terabyte**” or “**TB**” means the total aggregate amount of data storage capacity and/or computer memory that is managed by the software. One Terabyte is equal to 10^{12} bytes, or 1,000 Gigabytes or 0.90949470177293 Tebibytes of data.

“**Testing Day**” means a period of twenty-four (24) consecutive hours, or any lesser portion of such twenty-four (24) hour period.

2. ADDITIONAL USE RIGHTS AND LIMITATIONS.

2.1. General Rights. You may use the number of licensed Terabytes of the Licensed Software per the terms contained in the License Agreement and this Document, and according to the Use Level limitations specified in the License Instrument for the licenses which You have purchased, solely in conjunction with Your use of Veritas NetBackup software for which you have a separate license.

2.2. Term of License; License Use. The Licensed Software is licensed either on a perpetual basis or term subscription basis.

2.2.1. If the Licensed Software is licensed to You on a perpetual basis, as indicated on the applicable License Instrument, Licensed Software must only be used with the specific Node on which the Licensed Software is originally pre-loaded or pre-installed and Your license to the Licensed Software shall terminate at the end of the life of that specific Node. Use of Licensed Software on additional, different, or subsequent Nodes requires Veritas authorization, provided in its sole discretion.

2.2.2. If Licensed Software is licensed to you on a term license or subscription basis, as indicated on the applicable License Instrument, then during the term of the subscription license, Your license is portable between Nodes, provided however, the Licensed Software may only be installed on a Node that (i) Veritas has qualified with the NetBackup Flex Scale reference architecture and (ii) was procured through Veritas or a Veritas partner



authorized to sell the qualified Node. Deployment of the Licensed Software is only permitted on a successive and not concurrent basis between Nodes. Accordingly, Licensed Software must be uninstalled from, and no longer used on, any Node on which Licensed Software was previously installed before use on a subsequent Node. Use of Licensed Software on any other Nodes requires Veritas authorization, provided in its sole discretion.

- 2.3. Restore:** Notwithstanding the foregoing, if You are no longer licensed to use the Licensed Software under a current subscription or term-based license and your Veritas NetBackup subscription has expired, then You may use the Licensed Software without a current license solely in support of Your use of the Veritas NetBackup restore capability for the period of time indicated in the applicable Veritas NetBackup Product Use Rights Supplement. Any such use of Licensed Software shall be consistent with the terms of the License Agreement and this Document. No maintenance/support will be provided for the Licensed Software for such restoration use.

- 3. ADDITIONAL TERMS AND CONDITIONS FOR VERITAS NETBACKUP SOFTWARE.** If the Licensed Software contains the Veritas NetBackup Software ("NetBackup") product, Your use of NetBackup is subject to the License Instrument for the NetBackup license you have acquired from Veritas, and the applicable Veritas Software License Agreement and Product Use Rights Supplemental as set forth at <https://www.veritas.com/about/legal/license-agreements>.

- 4. ADDITIONAL TERMS AND CONDITIONS FOR VERITAS ACCESS SOFTWARE.** If the Licensed Software contains the Veritas Access Software ("Access") product, in addition to the terms and conditions stated above, You may only use Access installed in the Licensed Software to support your use of Licensed Software.

- 5. ADDITIONAL TERMS AND CONDITIONS FOR INFOSCALE SOFTWARE.** If the Licensed Software contains the Infoscale product ("Infoscale"), in addition to the terms and conditions stated above, You may only use Infoscale installed in the Licensed Software to support your use of Licensed Software.

6. AMENDED LICENSE GRANT.

- 6.1.** Section 2 of the License Agreement is hereby deleted in its entirety and replaced with the following:

"LICENSE GRANT. Subject to Your compliance with the terms and conditions of the License Agreement, Veritas grants to You the following non-exclusive, non-transferable (except as stated otherwise in Section 18.1) license rights:

a. You may use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in the License Agreement, including this Document, and the applicable License Instrument.

b. Provided that You have a currently effective maintenance/support contract for the Licensed Software, You may install the Licensed Software on Your Cold Disaster Recovery Equipment and (i) You may use such Licensed Software for Failover Readiness Testing purposes for up to a cumulative total of thirty (30) Testing Days in any twelve (12) month period, which use may be concurrent with Your authorized Production Use of the Licensed Software under Section 2(a), and (ii) in the event of a Disaster, You may use such Licensed Software for Production Use at the Use Levels described in the License Agreement, including this Document, and the applicable License Instrument, for a period of up to ninety (90) consecutive calendar days, provided however, that such use may not be concurrent with Your regular Production Use of the Licensed Software under Section 2(a) and does not increase Your total number of licenses to the Licensed Software beyond those which You have purchased and which have been authorized by Veritas as indicated on the applicable License Instrument. The Licensed Software installed on Your Cold Disaster Recovery Equipment and used pursuant to the rights set forth in this subparagraph must be the same version of the Licensed Software You use for Your regular Production Use. In addition, the rights set forth in this subparagraph will automatically terminate in the event that You do not have a valid maintenance/support contract in effect for the Licensed Software.



- c. You may make a single uninstalled copy of the Licensed Software for archival purposes.
- d. You may exercise Your rights through consultant(s) and outsourcer(s) ("Consultants") in order to deliver services to You, provided You ensure Your Consultants adhere to the terms of this License Agreement, and You assume full responsibility for the actions of Your Consultants in connection with such use."

7. Technical Support. Veritas, may, in its sole discretion, provide technical support for the Licensed Software, which would include the ability to contact technical support and access to any patches or fixes. Veritas' provision of any such technical support is subject to Veritas' then current technical support policies and procedures. The use rights, license grant and technical support provided under this License Agreement shall not include any updates or upgrades, or new features or functions, for the Licensed Software.

8. Term and Termination. Subject to your compliance with the terms of this License Agreement and this Document, the Licensed Software license granted hereunder will continue until the general availability date of the next version of the Licensed Software. At Veritas' sole discretion, this term may be extended upon written approval. During the term of this License Agreement, Veritas reserves the right to terminate the License Agreement upon thirty (30) days prior written notice. In the event You breach the License Agreement, it will automatically terminate.

9. USE OF HEWLETT PACKARD ENTERPRISE (HPE) SOFTWARE: The Licensed Software contains HPE software as licensed from Hewlett Packard Enterprise. Your use of the HPE software portion of the Licensed Software is subject to the following additional terms located at: <https://www.hpe.com/us/en/software/licensing.html>.

10. USE OF RED HAT ENTERPRISE LINUX: The Licensed Software includes Red Hat Enterprise Linux software, which is licensed by Red Hat, Inc. Your use of the Red Hat Enterprise Linux component, including updates thereto, is subject to the applicable Red Hat End User License Agreement terms located at: www.redhat.com/licenses/eulas.

11. DATA PROTECTION. In connection with Your use of the Licensed Software, Veritas and Veritas' licensors, subcontractors, or agents on Veritas' behalf may collect, retain, disclose and use certain information including but not limited to personal data about You, Your devices or systems or Your software usage ("Collected Data"). Veritas use(s) such Collected Data to enable, optimize and provide the Licensed Software and/or maintenance/support to You (and may engage third parties to do so as well) and to improve Veritas' products and services.

Please refer to Veritas' Product Privacy Notices at <https://www.veritas.com/privacy> in order to understand how Collected Data is processed.

Please note that the use of the Licensed Software may be subject to data protection laws or regulations in certain jurisdictions ("Privacy Laws"). You are responsible for ensuring that Your use of the Licensed Software, the processing and transfer of such Collected Data is in accordance with such Privacy Laws.

You acknowledge that the Collected Data will be processed and accessible on a global basis by Veritas, its Affiliates agents and subcontractors. Veritas shall take appropriate technical and organisational measures against unauthorised or unlawful processing of that personal data and against accidental loss or destruction of, or damage. Veritas may disclose the Collected Data as required or permitted by law or in response to a subpoena or other legal process.

You acknowledge Veritas will process such personal data in accordance with the Data Processing Addendum at www.veritas.com/privacy (as amended from time to time).