



## PRODUCT USE RIGHTS DOCUMENT FOR VERITAS ACCESS APPLIANCE SOFTWARE

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For purposes of this Document, the Licensed Software is: Veritas Access Appliance Software.

### 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.

**"Core"** means a functional unit on a processor that reads, interprets, and executes computer instructions, including instructions from the Licensed Software. A multi-core processor is a single computing component with two or more independent Cores. The instructions are ordinary CPU instructions such as add, move data, and branch, but the multiple Cores can run multiple instructions at the same time.

**"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 uncompressed 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.

**"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).

**"Server"** is defined as a physical individual computer, acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. The server's tier is determined by the total number of physical CPUs (occupied processor sockets) which are installed on the server. A Server can run server software for other computers or devices.

**"Terabyte" or "TB"** is defined as the total aggregate amount of uncompressed 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.

**"Tebibyte" or "TiB"** is defined as the total aggregate amount of uncompressed 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.



Usable storage capacities (4TB Drives)	Usable storage capacities (10TB Drives)	Usable storage capacities (20TB Drives)
255TiB (280TB)	636TiB (700TB)	1272TiB (1400TB)
510TiB (560TB)	1272TiB (1400TB)	2545TiB (2800TB)
765TiB (840TB)	1909TiB (2100TB)	
1020TiB (1120TB)	2545TiB (2800TB)	

For purposes of defining useable storage capacity, which is calculated based on TiB, note the conversion table above. For example, a license entitlement of 255 equals to actual useable storage capacity of 280 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, Veritas will round down to the nearest whole number. For example, when converting from 700TB, this equals to 636.64629TiB, and You are required to purchase 636 units of Licensed Software.

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

## 2. USE RIGHTS AND LIMITATIONS.

**2.1 General Rights.** For all Licensed Software, You may use the number of licensed Cores of the Licensed Software, the number of licensed Terabytes, and/or the number of licensed Terabytes (Tiered), and/or the number of Gigabytes of the Licensed Software per the terms contained in the License Agreement and according to the Use Level limitations specified in the License Instrument for the licenses which You have purchased in accordance with the terms of this Section. The License Software governed by this Agreement is licensed on the following Use Levels as shown in the table below:

Product	Meter
Veritas Access Appliance Software	Per Core
Veritas Access Appliance Software	Per Terabyte (Flat)
Veritas Access Appliance Software	Per Terabyte (Tiered)
Veritas Data Deduplication Add-On	Per Terabyte (Flat)

**2.2 Per Core Licensing Details.** In the event the Licensed Software is licensed on a per Core basis, the following shall apply:

**2.2.1 Physical Server Licensing:** All Cores that are visible to Licensed Software included with the appliance require a license. Cores disabled at the kernel level do not require licenses.

**2.3 Per Terabyte (Flat) Licensing Details.** In the event the Licensed Software is licensed on a per Terabyte (flat) basis, the following shall apply:

**2.3.1** Usage shall be limited to the appliance on which the Veritas Access 3350 Appliance software license is initially installed.

**2.4 Per Terabyte (Tiered) Licensing Details.** In the event the Licensed Software is licensed on a per Terabyte tiered basis, the following shall apply:

**2.4.1** Usage shall be limited to the storage capacity to Core ratio specified below for the applicable license tier for the Licensed Software as specified in the License Instrument.



**2.4.2** Licensed Software may be licensed in the following tiers:

**2.4.2.1 "Premium"** tier means a license to use the number of licensed Terabytes of the Licensed Software within the storage capacity to Core ratio equal to or less than 4TB per Core. The 4TB per Core limit includes TBs across all Access domains.

**2.4.2.2 "Standard"** tier means a license to use the number of licensed Terabytes of the Licensed Software within the storage capacity to Core ratio equal to or less than 25 TB per Core but greater than 4TB per Core. The 4TB to 25 TB per Core range includes TBs across all Access domains.

**2.4.2.3 "Basic"** tier means a license to use the number of licensed Terabytes of the Licensed Software within the storage capacity to Core ratio which is greater than 25 TB per Core. The 25 TB per Core minimum includes TBs across all Access domains.

Tier	Definitions
Premium	<=4TB/Core
Standard	>4TB/Core and <=25TB/Core
Basic	>25TB/Core

For illustrative purposes only, if the Licensed Software is deployed on a two (2) node cluster where each node contains sixteen (16) Cores that are visible to the Licensed Software and each node contains one hundred (100) TB of raw storage visible to the Licensed Software, the total number of Cores is thirty-two (32). The total amount of storage is two hundred (200) TB. The storage capacity to Core ration is 200 TB / 32 Cores, or 6.25. In this scenario, two hundred (200) TB of Licensed Software is licensed under the Standard tier.

**2.5 APPLIANCE WITH DEDUPE FOR NETBACKUP BYOS** means a license of the following Licensed Software components in the table set forth below for the number of Terabytes (Flat) according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas.

Product
Veritas Access Appliance Software
Veritas Data Deduplication Add-On

**2.6 Veritas Data Deduplication Add-On.** If the Licensed Software You have licensed includes Veritas Data Deduplication Add-On or if Your License Instrument includes the Veritas Data Deduplication Add-On, You may use Veritas Data Deduplication Add-On for the applicable number of licensed Terabytes, solely in conjunction with Your use of the Licensed Software for which You have a license.

**2.7 Amended License Grant.** 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 16.1) license rights:

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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



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