



PRODUCT USE RIGHTS DOCUMENT FOR VERITAS ALTA DATA PROTECTION

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For purposes of this Document, the Licensed Software is Alta Data Protection.

Licensed Software may be licensed to You on a Capacity Edition basis (i.e., based on a Front End Terabytes or Front End Terabytes Plus basis, or CPU basis) or on a Traditional-license basis, in each case on a perpetual or subscription term-license basis.

- For details on your use of Licensed Software under a Capacity Edition license subscription or perpetual, refer to Sections 1 (“Capacity Edition”), 3 (“General”), and 9 (“Definitions”).
- For details on your use of Licensed Software under a Traditional license, subscription or perpetual, refer to Sections 2 (“Traditional License”), 3 (“General”), and 9 (“Definitions”).

1. CAPACITY EDITION.

1.1. “Capacity Edition” Licensed Software may be licensed to You based on the number of Front End Terabytes or Front End Terabytes Plus according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas under one of the following editions (“Capacity Edition”), under either a perpetual or subscription term-license, as indicated by a “✓” in the table below:

Capacity Edition	Perpetual	Subscription
NetBackup Platform Base – Complete Edition	✓	✓
NetBackup Platform Base – Complete Edition with Flexible Licensing	✓	✓
NetBackup Platform Base – NDMP Edition	✓	N/A
NetBackup Platform Base – Limited Edition	✓	N/A
NetBackup Platform Base – Windows and Linux Edition	✓	✓
NetBackup Platform Base – Big Data Edition	✓	N/A
NetBackup Enterprise Virtual Client	✓	N/A
NetBackup Enterprise	N/A	✓
Veritas Alta Data Protection	N/A	✓
NetBackup Data Mover	N/A	✓

A Capacity Edition license cannot be combined with a Traditional license in the same NetBackup Domain. You can combine the following Capacity Edition licenses in the same NetBackup Domain:

- NetBackup Platform Base – Complete Edition
- NetBackup Platform Base – Complete Edition with Flexible Licensing
- NetBackup Platform Base – NDMP Edition
- NetBackup Platform Base – Big Data Edition
- NetBackup Enterprise
- Veritas Alta Data Protection
- NetBackup Data Mover

For clarity, You may not combine a NetBackup Enterprise Virtual Client license with any other subscription Capacity Edition license or any Traditional license in the same NetBackup Domain.

1.2. “NetBackup Enterprise Virtual Client” or “NEVC” option means a license to use the Licensed Software listed in the table set forth below measured by the number of CPUs in the virtual environment to be protected, equal to the quantity of licenses purchased. You are only authorized to use NetBackup Enterprise Virtual Client to



protect virtual environments. For clarity, if You use NetBackup Platform Base – Complete Edition with NetBackup Enterprise Virtual Client, You may use NetBackup Self Service only for the authorized maximum number of Clients or Users as specified in the License Instrument for Your license of NetBackup Platform Base – Complete Edition. You are required to purchase a separate license of NetBackup Self Service in order to use such software with Your license of NetBackup Enterprise Virtual Client. NetBackup Enterprise Virtual Client is used to protect VMware vSphere, Microsoft Hyper-V, Acropolis Hypervisor, and AzureStack virtual environments only. Unix environments cannot be licensed with NEVC.

Product	Perpetual	Subscription
NetBackup Enterprise Server	✓	N/A
NetBackup Enterprise Client	✓	N/A
NetBackup Data Protection Optimization Option	✓	N/A
NetBackup Application and Database License Pack – agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html with a License Entitlement of “NEVC”	✓	N/A

Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to NetBackup Enterprise Virtual Client under a perpetual or subscription license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	✓	N/A
NetBackup for Universal Share Option	✓	N/A
NetBackup SaaS Protection Integration	X	N/A
NetBackup Malware Scanner	X	N/A
Advanced Cloud DR	X	N/A
NetBackup Deduplication Direct for Oracle	X	N/A
Immutability for Microsoft Azure	X	N/A
Isolated Recovery Environment	X	N/A
Advanced DB PaaS Protection	X	N/A
NetBackup Cloud Scale Technology	X	N/A

1.3. **“NetBackup Platform Base – Complete Edition”** means a license of the following Licensed Software components applicable as indicated by the “✓” in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Complete Edition licensed on a perpetual or subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Complete Edition license shall be based on Front End Terabytes.

Product	Perpetual	Subscription
NetBackup Server	✓	✓
NetBackup Enterprise Server	✓	✓
NetBackup Standard Client	✓	✓
NetBackup Enterprise Client	✓	✓
NetBackup Application and Database License Pack with a License Entitlement “NetBackup Platform Base – Complete Edition” agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html	✓	✓
NetBackup Library Based Tape Drive	✓	✓
NetBackup for NDMP Option	✓	✓
NetBackup Shared Storage Option	✓	✓
NetBackup Vault Option	✓	✓
NetBackup for SAP Agent	✓	✓
NetBackup Data Protection Optimization Option	✓	✓
NetBackup Replication Director	✓	✓
NetBackup Self Service	✓	✓
Veritas Resiliency Platform (“VRP”): Your use of NRP is subject to this document, the License Agreement, and applicable Product Use Rights	✓	✓

document for Veritas Resiliency Platform located at https://www.veritas.com/company/legal/license-agreements (the “VRP PUR”). Notwithstanding any other term of the VRP PUR, You are authorized to use VRP for the authorized maximum number of FETBs as specified in the License Instrument for Your license of NetBackup Platform Base – Complete Edition.		
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Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to NetBackup Platform Base - Complete Edition under a perpetual or subscription license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	✓	✓
NetBackup for Universal Share Option	✓	✓
NetBackup SaaS Protection Integration	X	✓
NetBackup Malware Scanner	X	✓
Advanced Cloud DR	X	✓
NetBackup Deduplication Direct for Oracle	X	✓
Immutability for Microsoft Azure	X	✓
Isolated Recovery Environment	X	N/A
Advanced DB PaaS Protection	X	N/A
NetBackup Cloud Scale Technology	X	✓

1.4 **“NetBackup Platform Base – Complete Edition with Flexible Licensing”** means a license of the following Licensed Software components applicable as indicated by the “✓” in the table set forth below for the number of Front End Terabytes Plus of the NetBackup Platform Base – Complete Edition with Flexible Licensing licensed on a perpetual or subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Complete Edition with Flexible Licensing license shall be based on Front End Terabytes Plus. **For purposes of clarity, the FETB Plus meter is available beginning with NetBackup version 8.1.2; the FETB Plus meter does not apply to earlier versions of NetBackup.**

Product	Perpetual	Subscription
NetBackup Server	✓	✓
NetBackup Enterprise Server	✓	✓
NetBackup Standard Client	✓	✓
NetBackup Enterprise Client	✓	✓
NetBackup Application and Database License Pack with a License Entitlement “NetBackup Platform Base – Complete Edition with Flexible Licensing” agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html	✓	✓
NetBackup Library Based Tape Drive	✓	✓
NetBackup for NDMP Option	✓	✓
NetBackup Shared Storage Option	✓	✓
NetBackup Vault Option	✓	✓
NetBackup for SAP Agent	✓	✓
NetBackup Data Protection Optimization Option	✓	✓
NetBackup Replication Director	✓	✓
NetBackup Self Service	✓	✓
Veritas Resiliency Platform (“VRP”): Your use of VRP is subject to this document, the License Agreement, and applicable Product Use Rights document for Veritas Resiliency Platform located at https://www.veritas.com/company/legal/license-agreements (the “VRP PUR”). Notwithstanding any other term of the VRP PUR, You are authorized to use VRP for the authorized maximum number of FETB Plus as specified in the License Instrument for Your license of NetBackup Platform Base – Complete Edition with Flexible Licensing.	✓	✓

Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to NetBackup Platform Base Complete Edition with Flexible Licensing under a perpetual or subscription license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	✓	✓
NetBackup for Universal Share Option	✓	✓
NetBackup SaaS Protection Integration	X	✓
NetBackup Malware Scanner	X	✓
Advanced Cloud DR	X	✓
NetBackup Deduplication Direct for Oracle	X	✓
Immutability for Microsoft Azure	X	✓
Isolated Recovery Environment	X	✓
Advanced DB PaaS Protection	X	✓
NetBackup Cloud Scale Technology	X	✓

1.5 “NetBackup Enterprise” means a license of the following Licensed Software components as indicated by the “✓” in the table set forth below for the number of Front End Terabytes or Front End Terabytes Plus the NetBackup Enterprise licensed on a subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Enterprise license shall be based on Front End Terabytes or Front End Terabytes Plus. NetBackup Enterprise is not licensed on a perpetual basis. NetBackup Enterprise should be licensed to protect workloads that are managed by a Primary Server not deployed on a Cloud Service Provider Environment, and You shall align your Licensed Software usage accordingly prior to the end of the then-current subscription term consistent with the Subscription Software reporting requirements in the License Instrument or the License Agreement, as applicable. Notwithstanding the foregoing, if you have licensed the Licensed Software under NetBackup Enterprise and/or Veritas Alta Data Protection, then during the subscription term at any given point in time, the aggregate amount of data across all workloads (whether or not the Primary Server is deployed on a Cloud Service Provider Environment) protected by Licensed Software, shall not exceed the total quantity you have licensed for NetBackup Enterprise and/or Veritas Alta Data Protection.

Product	Perpetual	Subscription
NetBackup Server	N/A	✓
NetBackup Enterprise Server	N/A	✓
NetBackup Standard Client	N/A	✓
NetBackup Enterprise Client	N/A	✓
NetBackup Application and Database License Pack with a License Entitlement “NetBackup Platform Base – Complete Edition with Flexible Licensing” agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html	N/A	✓
NetBackup Library Based Tape Drive	N/A	✓
NetBackup for NDMP Option	N/A	✓
NetBackup Shared Storage Option	N/A	✓
NetBackup Vault Option	N/A	✓
NetBackup for SAP Agent	N/A	✓
NetBackup Data Protection Optimization Option	N/A	✓
NetBackup Replication Director	N/A	✓
NetBackup Self Service	N/A	✓
Veritas Resiliency Platform (“VRP”): Your use of VRP is subject to this document, the License Agreement, and applicable Product Use Rights document for Veritas Resiliency Platform located at https://www.veritas.com/company/legal/license-agreements (the “VRP PUR”). Notwithstanding any other term of the VRP PUR, You are authorized to use VRP for the authorized maximum number of FETB or FETB Plus as specified in the License Instrument for Your license of NetBackup Enterprise.	N/A	✓

Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to NetBackup Enterprise under a subscription license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	N/A	✓
NetBackup for Universal Share Option	N/A	✓
NetBackup SaaS Protection Integration	N/A	✓
NetBackup Malware Scanner	N/A	✓
Advanced Cloud DR	N/A	✓
NetBackup Deduplication Direct for Oracle	N/A	✓
Immutability for Microsoft Azure	N/A	✓
Isolated Recovery Environment	N/A	✓
Advanced DB PaaS Protection	N/A	✓
NetBackup Cloud Scale Technology	N/A	✓

1.6 “Veritas Alta Data Protection”, also known as “NetBackup Enterprise for Cloud Workloads” or “Veritas Alta Data Protection for NetBackup Cloud Workloads” means a license of the following Licensed Software components as indicated by the “✓” in the table set forth below for the number of Front End Terabytes of Veritas Alta Data Protection licensed on a subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a Veritas Alta Data Protection license shall be based on Front End Terabytes. Veritas Alta Data Protection is not licensed on a perpetual basis. Veritas Alta Data Protection should be licensed to protect workloads that are managed by a Primary Server deployed on a Cloud Service Provider Environment, and You shall align your Licensed Software usage accordingly prior to the end of the then-current subscription term consistent with the Subscription Software reporting requirements in the License Instrument or the License Agreement, as applicable. Notwithstanding the foregoing, if you have licensed the Licensed Software under NetBackup Enterprise and/or Veritas Alta Data Protection, then during the subscription term at any given point in time, the aggregate amount of data across all workloads (whether or not the Primary Server is deployed on a Cloud Service Provider Environment) protected by Licensed Software, shall not exceed the total quantity you have licensed for NetBackup Enterprise and/or Veritas Alta Data Protection.

Product	Perpetual	Subscription
NetBackup Server	N/A	✓
NetBackup Enterprise Server	N/A	✓
NetBackup Standard Client	N/A	✓
NetBackup Enterprise Client	N/A	✓
NetBackup Application and Database License Pack with a License Entitlement “NetBackup Platform Base – Complete Edition with Flexible Licensing” agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html	N/A	✓
NetBackup Library Based Tape Drive	N/A	✓
NetBackup for NDMP Option	N/A	✓
NetBackup Shared Storage Option	N/A	✓
NetBackup Vault Option	N/A	✓
NetBackup for SAP Agent	N/A	✓
NetBackup Data Protection Optimization Option	N/A	✓
NetBackup Replication Director	N/A	✓
NetBackup Self Service	N/A	✓
Veritas Resiliency Platform (“VRP”): Your use of VRP is subject to this document, the License Agreement, and applicable Product Use Rights document for Veritas Resiliency Platform located at https://www.veritas.com/company/legal/license-agreements (the “VRP PUR”). Notwithstanding any other term of the VRP PUR, You are authorized to use VRP for the authorized maximum number of FETBs as specified in the License Instrument for Your license of NetBackup Platform Base – Complete Edition with Flexible Licensing.	N/A	✓

Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to Veritas Alta Data Protection under a subscription license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	N/A	✓
NetBackup for Universal Share Option	N/A	✓
NetBackup SaaS Protection Integration	N/A	✓
NetBackup Malware Scanner	N/A	✓
Advanced Cloud DR	N/A	✓
NetBackup Deduplication Direct for Oracle	N/A	✓
Immutability for Microsoft Azure	N/A	✓
Isolated Recovery Environment	N/A	✓
Advanced DB PaaS Protection	N/A	✓
NetBackup Cloud Scale Technology	N/A	✓

1.7 “**NetBackup Platform Base – NDMP Edition**” means a license of the following Licensed Software components applicable as indicated by the “✓” in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – NDMP Edition licensed on a perpetual basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. The NDMP Edition only supports NDMP policy-based protection of NAS devices as well as the use of the NDMP data mover in storage lifecycle policies. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – NDMP Edition license shall be based on Front End Terabytes. You may only use Licensed Software licensed under the NetBackup Platform Base – NDMP Edition in connection with data that is backed up using the NDMP Policy Type.

Product	Perpetual	Subscription
NetBackup Server	✓	N/A
NetBackup Enterprise Server	✓	N/A
NetBackup Library Based Tape Drive	✓	N/A
NetBackup for NDMP Option	✓	N/A
NetBackup Shared Storage Option	✓	N/A
NetBackup Vault Option	✓	N/A
NetBackup Data Protection Optimization Option	✓	N/A
NetBackup Replication Director	✓	N/A

Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to NetBackup Platform Base – NDMP Edition under a perpetual license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	✓	N/A
NetBackup for Universal Share Option	✓	N/A
NetBackup SaaS Protection Integration	X	N/A
NetBackup Malware Scanner	X	N/A
Advanced Cloud DR	X	N/A
NetBackup Deduplication Direct for Oracle	X	N/A
Immutability for Microsoft Azure	X	N/A
Isolated Recovery Environment	X	N/A
Advanced DB PaaS Protection	X	N/A
NetBackup Cloud Scale Technology	X	N/A

1.8 “**NetBackup Data Mover**” means a license of the following Licensed Software components applicable as indicated by the “✓” in the table set forth below for the number of Front End Terabytes of the NetBackup Data Mover licensed on a subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. NetBackup Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Data Mover license shall be based on Front



End Terabytes. You may only use Licensed Software licensed under NetBackup Data Mover in connection with data that is backed up using NDMP, DNAS, or Universal Share policy types.

Product	Perpetual	Subscription
All Products described in NDMP Edition	N/A	✓

Refer to Section 3.3 ("Product Specific Details") for additional details.

A license to NetBackup Data Mover under a perpetual or subscription license includes ability to use the following features, as indicated by a "✓"; an "X" indicates that the feature is not included. Refer also to Section 3.4 ("Feature Specific Details"):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	N/A	✓
NetBackup for Universal Share Option	N/A	✓
NetBackup SaaS Protection Integration	N/A	✓
NetBackup Malware Scanner	N/A	✓
Advanced Cloud DR	N/A	X
NetBackup Deduplication Direct for Oracle	N/A	X
Immutability for Microsoft Azure	N/A	✓
Isolated Recovery Environment	N/A	✓
Advanced DB PaaS Protection	N/A	N/A
NetBackup Cloud Scale Technology	N/A	✓
NetBackup Standard Client	N/A	✓

1.9 **"NetBackup Platform Base – Limited Edition"** means a license of the following Licensed Software components applicable as indicated by the "✓" in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Limited Edition licensed on a perpetual basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Limited Edition license shall be based on Front End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform Base – Limited Edition license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for Front End Terabytes set for in the table below and in combination with the NetBackup Platform Base – Limited Edition Application and Database Add-on license. In addition, You are only authorized to use the NetBackup Platform Base – Limited Edition in Windows, Linux, and Solaris x86 systems installed in the environment and to protect NetBackup environments no larger than 250 Front End Terabytes. The 250 Front End Terabyte maximum includes Front End Terabytes across all NetBackup domains.

Product	Perpetual	Subscription
NetBackup Server	✓	N/A
NetBackup Enterprise Server	✓	N/A
NetBackup Standard Client	✓	N/A
NetBackup Enterprise Client	✓	N/A
NetBackup Library Based Tape Drive	✓	N/A
NetBackup for NDMP Option	✓	N/A
NetBackup Shared Storage Option	✓	N/A
NetBackup Vault Option	✓	N/A
NetBackup Data Protection Optimization Option	✓	N/A
NetBackup Replication Director	✓	N/A

Refer to Section 3.3 ("Product Specific Details") for additional details.

A license to NetBackup Platform Base – Limited Edition under a perpetual or subscription license includes ability to use the following features, as indicated by a "✓"; an "X" indicates that the feature is not included. Refer also to Section 3.4 ("Feature Specific Details"):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	X	N/A

NetBackup for Universal Share Option	X	N/A
NetBackup SaaS Protection Integration	X	N/A
NetBackup Malware Scanner	X	N/A
Advanced Cloud DR	X	N/A
NetBackup Deduplication Direct for Oracle	X	N/A
Isolated Recovery Environment	X	N/A
Advanced DB PaaS Protection	X	N/A
NetBackup Cloud Scale Technology	X	N/A

1.10 “NetBackup Platform Base – Limited Edition Application and Database Add-on” means a license to use NetBackup database and application agent and plugin software released and currently available, and identified as requiring the License Entitlement of “Application and Database Pack License” at https://www.veritas.com/content/support/en_US/article.100040155.html (collectively referred to in this section as “Licensed Software”). Veritas shall have the right to update the website at any time. The license meter for the NetBackup Platform Base – Limited Edition Application and Database Add-on shall be based on an “Instance” of the installed Licensed Software, where such Instance is one installation of the applicable agent and plugin software for a specific platform. You shall be required to acquire the number of licenses per each installed “Instance” of the Licensed Software for the applicable Cluster, Server, or Client.

1.11 “NetBackup Platform Base – Big Data Workload Edition” means a license of the following Licensed Software components applicable as indicated by the “✓” in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Big Data Workload Edition licensed on a perpetual basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Big Data Workload Edition license shall be based on Front End Terabytes.

Product	Perpetual	Subscription
NetBackup Server	✓	N/A
NetBackup Enterprise Server	✓	N/A
NetBackup Standard Client	✓	N/A
NetBackup Enterprise Client	✓	N/A
NetBackup Application and Database Pack – agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html with the License Entitlement of “NetBackup Platform Base – Big Data Workload Edition”	✓	N/A
NetBackup Library Based Tape Drive	✓	N/A
NetBackup for NDMP	✓	N/A
NetBackup Shared Storage Option	✓	N/A
NetBackup Vault Option	✓	N/A
NetBackup for SAP Agent	✓	N/A
NetBackup Data Protection Optimization Option	✓	N/A
NetBackup Replication Director	✓	N/A
NetBackup Self Service	✓	N/A

Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to NetBackup Platform Base – Big Data Workload Edition under a perpetual or subscription license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	X	N/A
NetBackup for Universal Share Option	X	N/A
NetBackup SaaS Protection Integration	X	N/A
NetBackup Malware Scanner	X	N/A
Advanced Cloud DR	X	N/A
NetBackup Deduplication Direct for Oracle	X	N/A
Isolated Recovery Environment	X	N/A
Advanced DB PaaS Protection	X	N/A
NetBackup Cloud Scale Technology	X	N/A

1.12 "NetBackup Platform Base – Windows and Linux Edition" means a license of the following Licensed Software components applicable as indicated by the "✓" in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Windows and Linux Edition licensed on a perpetual or subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Windows and Linux Edition license shall be based on Front End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform Base – Windows and Linux Edition license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for Front End Terabytes set for in the table below and in combination with the NetBackup Platform Base – Windows and Linux Edition Application. In addition, You are only authorized to use the NetBackup Platform Base – Windows and Linux Edition in Windows, Linux, and Solaris x86 systems installed in the environment and to protect NetBackup environments.

Product	Perpetual	Subscription
NetBackup Server	✓	✓
NetBackup Enterprise Server	✓	✓
NetBackup Standard Client	✓	✓
NetBackup Enterprise Client	✓	✓
NetBackup Library Based Tape Drive	✓	✓
NetBackup for NDMP Option	✓	✓
NetBackup Shared Storage Option	✓	✓
NetBackup Vault Option	✓	✓
NetBackup Data Protection Optimization Option	✓	✓
NetBackup Replication Director	✓	✓
NetBackup Application and Database Pack – agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html with the License Entitlement of "NetBackup Platform Base – Windows and Linux Edition"	✓	✓
NetBackup Self Service	✓	✓

Refer to Section 3.3 ("Product Specific Details") for additional details.

A license to NetBackup Platform Base – Windows and Linux Edition under a perpetual or subscription license includes ability to use the following features, as indicated by a "✓"; an "X" indicates that the feature is not included. Refer also to Section 3.4 ("Feature Specific Details"):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	X	X
NetBackup for Universal Share Option	X	X
NetBackup SaaS Protection Integration	X	X
NetBackup Malware Scanner	X	X
Advanced Cloud DR	X	X
NetBackup Deduplication Direct for Oracle	X	X
Isolated Recovery Environment	X	X
Advanced DB PaaS Protection	X	X
NetBackup Cloud Scale Technology	X	X

2 TRADITIONAL LICENSE.

2.1 The Licensed Software may be licensed under a Traditional license on a perpetual or subscription basis, as indicated by in "✓" in the table below, in accordance with the following Use Levels (unless licensed under a Capacity Edition). You may use the Licensed Software according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas:

Product	Meter	Perpetual	Subscription
NetBackup Server	Per Tiered Server	✓	N/A
NetBackup Enterprise Server	Per Tiered Server	✓	N/A
NetBackup Standard Client	Per Client	✓	N/A
NetBackup Enterprise Client	Per Tiered Client	✓	N/A
NetBackup Application and Database Pack	Per Tiered Client	✓	N/A

NetBackup Library Based Tape Drive	Per Tape Drive	✓	N/A
NetBackup for NDMP	Per Tiered NAS Device	✓	N/A
NetBackup Shared Storage Option	Per Shared Drive	✓	N/A
NetBackup Vault Option Base (includes four (4) NetBackup Vault Option physical tape drive licenses) Additional Drive Unlimited Drives (w/Base)	Per Master Server Per Tape Drive Per Master Server	✓	N/A
NetBackup for SAP Agent	Per Tiered Client	✓	N/A
NetBackup Data Protection Optimization Option	Per Front End Terabyte	✓	N/A
NetBackup Replication Director	Per Front End Terabyte	✓	N/A
NetBackup Enterprise Vault Agent	N/A	✓	N/A
NetBackup Self-Service	Per Front End Terabyte	✓	✓

3 GENERAL.

3.1 Subscription. Notwithstanding the foregoing, if You are no longer licensed to use the Licensed Software under a current subscription or term-based license, then You may use the Licensed Software without a current license for twelve (12) months following expiration of the subscription, for the sole purpose of restoring data backed up by the Licensed Software prior to expiration of the subscription. Any such use 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.

3.2 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 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."

3.3 AMENDED LICENSE RESTRICTION.

Section 3 of the License Agreement is amended to include the following:

"You may not use the Licensed Software, Documentation, or user information accompanying the Licensed Software to assist, directly or indirectly, in the development or design of any computer hardware or software program including, but not limited to, a program that provides or is intended to provide or include a similar feature or functionality as the Licensed Software, or any conversion utility or aid relating to the Licensed Software intended to enable or facilitate a user's conversion from the use of the Licensed Software to an alternative program."

3.4 Product Specific Details:

3.4.1 NetBackup Master Server and Media Server. If the Licensed Software You have licensed includes NetBackup software licensed on a per Master Server or per Media Server basis, such Master/Media Server license includes a per Client license for the applicable Server which may be used solely to provide backup support for NetBackup application files and Operating System files only. An additional Client license shall not be required to protect the local NetBackup application residing on the applicable Server. You may not use such included Client to provide backup support for any other application data or any content. In order to provide backup support for such other application data or content, You must obtain the applicable Client license for the applicable Server.

3.4.2 NetBackup Enterprise Client. If the Licensed Software You have licensed includes NetBackup Enterprise Client, it may be possible to run and operate more than one (1) single instance of such Licensed Software on the Server or Client on which the Licensed Software is installed and licensed. In such case, except as otherwise specified herein, only one license shall be required for the applicable Server or Client. A license of NetBackup Enterprise Client includes a license to run and operate a reasonable number of copies of NetBackup Snapshot Manager to the extent needed to protect the Server or Client on which the Licensed Software is installed. If NetBackup Enterprise Client is included in Licensed Software that is licensed on a Per Front End Terabyte, You can only use Your license of NetBackup Snapshot Manager to protect up to the number of Front End Terabyte which You have licensed. For clarity, You are required to purchase a separate license for NetBackup Platform Base – Complete Edition, or NetBackup Platform Base – Complete Edition with Flexible Licensing, NetBackup Enterprise, or Veritas Alta Data Protection in order to use the NetBackup CloudPoint feature. A license of NetBackup Enterprise Client includes agents identified at https://www.veritas.com/content/support/en_US/article.100040155.html with the License Entitlement of "Enterprise Client".

3.4.3 NetBackup Application and Database Pack License – Per Tiered Client. The NetBackup Application and Database Pack License – Per Tiered Client includes the database and application agent software released and currently available, and identified as requiring the License Entitlement of "Application and Database Pack License" at https://www.veritas.com/content/support/en_US/article.100040155.html. Veritas shall have the right to update the website at any time. If the Licensed Software You have licensed includes NetBackup Application and Database Pack License, You may run and operate a reasonable number of copies of such Licensed Software on the Server or Client on which the Licensed Software is installed and licensed. In such case, except as otherwise specified herein, only a NetBackup Application and Database Pack License licensed on a Per Tiered Client basis shall be required for the applicable Server or Client. With such a NetBackup Application and Database Pack License licensed on a Per Tiered Client basis, You shall not be required to acquire the number of licenses per each instance of the database/applications agent software running on the applicable Server or Client.

3.4.4 NetBackup Enterprise Client – SAN Media Server. If the Licensed Software You have licensed includes NetBackup Enterprise Client licensed for a Storage Area Network ("SAN") Media Server, such Media Servers shall not be used by You to backup data from networked Clients. In order to backup data from networked Clients and remote Clients to the SAN attached tape resources, You must acquire a full NetBackup Enterprise Server license.

3.4.5 NetBackup Library Based Tape Drive. If the Licensed Software You have licensed includes NetBackup Library Based Tape Drive, You may use such Licensed Software only to protect and manage the number



of robotic-controlled Tape Drives licensed for such Licensed Software. There is no charge for stand-alone, non-robotic tape drives directly attached to a NetBackup Master/Media Server or NetBackup Server. In addition, You may use NetBackup Library Based Tape Drive to support physical tape drives only. If You wish to acquire backup support for virtual tape drives or any device that simulates the behavior and functionality of a physical tape drive, You must obtain the appropriate number of NetBackup Data Protection Optimization Option licenses.

3.4.6 NetBackup Shared Storage Option. If the Licensed Software You have licensed includes NetBackup Shared Storage Option, such Licensed Software may be used only to dynamically share the number of Tape Drives, standalone or robotically controlled, licensed for such Licensed Software among multiple NetBackup Enterprise Servers and NAS systems. In order to share Tape Drives, You must acquire a license for NetBackup Shared Storage Option and such license shall be in addition to any required licenses for NetBackup Library Based Tape Drive.

3.4.7 NetBackup Data Protection Optimization Option. To enable Deduplication support between a deduplication technology (for example, a hardware environment) and NetBackup, You must obtain a license for NetBackup Data Protection Optimization Option.

3.4.8 NetBackup Replication Director. A license of NetBackup Replication Director includes the right to use NetBackup Snapshot Manager to manage array based snapshots.

3.4.9 NetBackup Starter Pack Restrictions. If the Licensed Software You have licensed includes a Starter Pack, You may only install and use a single Starter pack on a single NetBackup Domain. You may not upgrade or cross grade a Starter Pack into another type of Starter Pack. If the Licensed Software You have licensed includes a "5 Client Pack" or "5 Client Starter Pack", You may only install and use the applicable components of the Licensed Software on up to five (5) X Plat Standard Clients, one (1) X Plat Server and one (1) X Plat Tape Drive. If the Licensed Software You have licensed includes a "20 Client Pack" or "20 Client Starter Pack", You may only install and use the applicable components of the Licensed Software on up to twenty (20) X Plat Standard Clients, one (1) X Plat Server (Tier 2), one (1) X Plat Tape Drive and two (2) X DB database agents (Tier 2) running on Windows. If the Licensed Software You have licensed includes a "40 Client Pack" or "40 Client Starter Pack", You may only install and use the applicable components of the Licensed Software on up to forty (40) X Plat Standard Clients, one (1) X Plat Server (Tier 2), two (2) X Plat Tape Drives and three (3) X DB database agents (Tier 2) running on Windows.

3.5 Feature Specific Details:

3.5.1 Unless explicitly set forth in this PUR, a license to Licensed Software shall include the right to use features that are not specifically mentioned in this PUR, regardless if Licensed Software is licensed on a perpetual or subscription basis.

3.5.2 NetBackup SaaS Protection Integration. NetBackup SaaS Protection Integration is the ability to monitor or launch NetBackup SaaS Protection instances within a NetBackup Domain. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain.

3.5.3 NetBackup Malware Scanner. NetBackup Malware Scanner ("Malware Scanner") scans data and detects malware within a NetBackup Domain. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain. The following uses and restrictions apply to the Malware Scanner:

3.5.3.1 Veritas expressly disclaims that the Malware Scanner is fit for use in special-risk areas (including, without limitation, in applications involving nuclear power plants, military applications, aircraft navigational and communications systems, or in medical or other applications essential



to maintaining human lives), and You expressly acknowledge and agree that the Malware Scanner complies with the current industry standard of software technology and that it is impossible under any currently available technology for any application to identify and eliminate one hundred percent (100%) of all Malware.

3.5.4 Advanced Cloud DR/Cloud Resiliency. Advanced Cloud DR is the ability in Veritas Resiliency Platform to recover a workload deployed in one Cloud Service Provider Environment to another Cloud Service Provider Environment (“Cloud Disaster Recovery Site”), with the exception of a workload residing in one Microsoft Azure environment to another Microsoft Azure environment. If the Capacity Edition you have licensed includes this feature, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus to be recovered in all Cloud Disaster Recovery Sites managed by the Advanced Cloud DR feature.

3.5.5 NetBackup Deduplication Direct for Oracle. NetBackup Deduplication Direct for Oracle is the ability to send data directly from an Oracle database to a NetBackup MSDP Media Server. If the Capacity Edition you have licensed includes this feature, You must acquire 1 FETB or FETB Plus of the Capacity Edition license for each FETB or FETB Plus of data backed up using this feature.

3.5.6 Immutability for Microsoft Azure. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain.

3.5.7 Isolated Recovery Environment for Bring Your Own Storage. Isolated Recovery Environment (“IRE”) provides the ability to isolate data stored using the Veritas Deduplication Engine on any compatible third party storage. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire 1 FETB or FETB Plus of the Capacity Edition license for each FETB or FETB Plus of data backed up using this feature.

3.5.8 Advanced DB-PaaS Support. Advanced DB-PaaS Support is the expanded protection granted by checking the option for “Protection PaaS Assets only” in the “Create protection plan” wizard. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain.

3.5.9 NetBackup Cloud Scale Technology. NetBackup Cloud Scale Technology is a containerized form factor of the Licensed Software (which may include non-containerized software components) deployed in Kubernetes environments to optimize backup and recovery. To utilize the Licensed Software in a Kubernetes service, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus to be backed up using this feature.

3.5.9.1 Container Orchestrator Environments. If the Capacity Edition You have licensed includes NetBackup Cloud Scale Technology, You may use the Licensed Software in connection with one or more Container Orchestrator Environment(s), and You may obtain the Licensed Software, in whole or in part, for such use from a third party download site for the applicable Container Orchestrator Environment, as made available by Veritas at its discretion. Your use of the Licensed Software downloaded from each such third party download site is subject to the License Agreement, this Document, and the applicable License Instrument for the licenses which You have purchased. You may be required to accept additional terms of use for access to such third party download site(s). Your use of the Licensed Software in connection with one or more Container Orchestrator Environments, whether deployed on-premises or in a Cloud Service Provider Environment, accumulates with Your use of the Licensed Software outside of Container Orchestrator Environment(s) and such combined usage shall cumulatively be in compliance with the Use Level limitations specified in the License Instrument for the licenses which You have purchased.

3.5.10 Usage In A Cloud Service Provider Environment. You may use the Licensed Software in the Cloud Service Provider Environment(s) for which Veritas has pre-configured Licensed Software to run in. Your use of the Licensed Software in Cloud Service Provider Environment(s) accumulates with Your use of the Licensed Software outside of Cloud Service Provider Environment(s) and such combined usage shall cumulatively be in compliance with the Use Levels limitations specified in the License Instrument for the licenses which You have purchased. You will procure Cloud Service Provider's cooperation with Veritas' exercise of its right to audit and verify Your compliance under the License Agreement, including Your use in conformity with the Use Levels purchased, but if You are unable to procure such cooperation then You will, upon Veritas' written request, provide or require Cloud Service Provider to provide, copies of Cloud Service Provider's written usage reports relating to Your use of the Licensed Software in the Cloud Service Provider Environment. Subject to any requirements between the Cloud Service Provider and Veritas, Veritas will use such information for its internal business purposes.

3.5.10.1 Termination of Support In Cloud Service Provider Environment. If Cloud Service Provider or Veritas terminates its support for the Licensed Software in the Cloud Service Provider Environment, including therefore Your access and use of the Licensed Software under such environment, such termination does not affect Your separate continuing license rights and obligations under the License Agreement and License Instrument.

3.5.10.2 USE OF SOFTWARE LICENSED BY MICROSOFT CORPORATION. If You are deploying Licensed Software in Microsoft Azure, the following may apply. The Licensed Software may include the following Microsoft software products: Windows Server®, SQL Server® or Microsoft Dynamics NAV® ("Microsoft Software Products"), which are provided and licensed by Microsoft Corporation, not Veritas. Your use of the Microsoft Software Products, including updates thereto, shall be governed by Microsoft's license terms.

3.5.10.3 USE OF SOFTWARE LICENSED BY AMAZON WEB SERVICES, INC. If You are deploying Licensed Software in Amazon Web Services, the following may apply. The Licensed Software may include components of Amazon EC2 AMI Tools, which is provided and licensed by Amazon Web Services, Inc., not Veritas. Your use of the Amazon EC2 AMI Tools component, including updates thereto, is subject to the terms of the Amazon Web Services, Inc. "Amazon Software License" at: <https://aws.amazon.com/asl/>.

3.5.11 Recovery Disk Component. If the Licensed Software You have licensed includes the Recovery Disk component (the "Component"), the following uses and restrictions apply to the Component:

3.5.11.1 The Component contains Windows® software licensed from Microsoft Corporation. Microsoft Corporation has no liability to You for the Component. Any support for the Component will be provided by Veritas in accordance with Veritas's then-current support guidelines.

3.5.11.2 THE COMPONENT CONTAINS A TIME-OUT FEATURE THAT WILL AUTOMATICALLY RE-BOOT THE COMPUTER AFTER TWENTY-FOUR HOURS OF CONTINUOUS USE. THIS TIME-OUT FEATURE WILL RESET EACH TIME THE COMPONENT IS RE-LAUNCHED.

3.5.11.3 The Component may be used as a boot, diagnostic, disaster recovery, setup, restoration, emergency service, installation, test, and configuration utility program. Use of the Component as a general purpose operating system or as a substitute for a fully functional version of any operating system product is strictly prohibited.

3.5.11.4 Notwithstanding any other term of this License Agreement, the Component is provided without warranty of any kind whatsoever and is licensed "As Is."

3.5.11.5 Windows® is a registered trademark of Microsoft Corporation.

3.5.12 vCenter Plug-In for NetBackup. If the Licensed Software You have licensed includes vCenter Plug-In for NetBackup, Veritas grants to You a non-exclusive, non-transferable license to use a single copy of the vCenter Plug-In for NetBackup solely in support of Your use of the Licensed Software.

3.5.13 Oracle RAC. If the Licensed Software will be used to support an Oracle RAC environment, for each system leveraging the Oracle RAC software, You must acquire a Master/Media Server or Client and Oracle Database Agent license for the Licensed Software.

3.5.14 IBM zSeries. Notwithstanding any other provision of this License Agreement, if You have installed the Licensed Software on an IBM zSeries computer, You must license a NetBackup component for each IBM Logical Partition ("LPAR") on such computer. For the purposes of this License Agreement, a LPAR is considered the same as an actual machine in connection with such computer. For virtualized instances within a LPAR, no more than one license of each type is needed per LPAR.

4. DATA COLLECTION; DATA PROTECTION REGULATIONS. 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).

4.1 In connection with Your use of the Licensed Software, Veritas may collect, retain, disclose, and use certain information ("Collected Data"), including, without limitation through the use of various mechanisms and tools, such as Veritas NetInsights Console. For the purposes of this Section, Veritas NetInsights Console is a tool that is designed to collect and present the below information. Veritas NetInsights Console is designed to allow automatic data uploading to Veritas. Your environment may be configured to not allow automatic data uploading. Veritas NetInsights Console does not provide Veritas any visibility to, Your data content including personally identifiable information.

a. Deployment information:

- Hardware and software configuration specifics of each server:
- IP address, IP type
- Fully qualified domain name (FQDN)
- Alias, host name, host ID, platform, and architecture
- CPU name, type, clock speed, etc.
- Time zone
- Environmental language
- Operating system version level
- Memory size
- Licensed NetBackup software version, features, and installed packages
- Additional Veritas packages that are installed

b. Usage information:

- Front End Terabyte count
- NetBackup configuration settings
- Client counts by policy type and platform
- Storage unit configurations
- Media server counts by NetBackup version and platform
- Policy count by policy type
- Policy configurations
- Job records
- Media counts by media on hold and retention level
- Storage Lifecycle Policy (SLP) counts by operation type
- SLP configurations

5. **USE OF JAVA SOFTWARE.** The Licensed Software contains Java as licensed from Oracle Corporation. Your use of the Java portion of the Licensed Software ("Java Software") is subject to the following additional terms:
 - a. **Java Technology Restrictions.** You shall not create, modify, change the behavior of, or authorize licensees of Veritas to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Oracle in any naming convention designation. In the event that Veritas creates an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, Veritas must promptly publish broadly an accurate specification for such API for free use by all developers.
 - b. **Trademarks and Logos.** This License Agreement does not authorize You to use any Oracle America, Inc. name, trademark, service mark, logo or icon. You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agree to: (a) comply with the Java Trademark Guidelines at <http://www.oracle.com/us/legal/third-party-trademarks/index.html>; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Veritas in any Java Mark.
 - c. **Source Code.** The Java Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this License Agreement. Source code may not be redistributed unless expressly provided for in the terms of the License Agreement.
 - d. **Third Party Code.** Additional copyright notices and license terms applicable to portions of the Java Software are set forth in the THIRDPARTYLICENSEREADME.txt file.
 - e. **Commercial Features.** Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified in the Java Software documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. Nothing in this License Agreement grants any rights to use the Commercial Features of the Java Software.
6. **CLOUDCONNECTOR.** If the Licensed Software You have licensed includes a cloud connector (each being a "Cloud Connector") to enable storage of backups to non-Veritas or Cloud Service Provider Environments or services, the following apply:
 - a. Your use of the Cloud Connector to store backups to non-Veritas or Cloud Service Provider Environments or services is subject to changes by third parties providing such environments or services which are outside Veritas' control. Veritas shall not be responsible for any outages, data loss, bugs, technical problems, or other errors caused directly or indirectly through Your access to such non-Veritas or Cloud Service Provider Environments or services and/or use of the Cloud Connector. You shall bear the sole risk of loss of or damage to any data through use of such non-Veritas or Cloud Service Provider Environments or services.
 - b. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS LICENSE AGREEMENT, THE CLOUD CONNECTOR IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER.**
7. **USE OF ORACLE INSTANT CLIENT SOFTWARE.** The Licensed Software may contain Oracle software licensed from Oracle. Such Oracle software may only be used or accessed in conjunction with the Licensed Software. Your use of the Oracle software is subject to the terms of the "ORACLE END USER LICENSE AGREEMENT", a copy of which is provided herein.
8. **USE OF RED HAT UNIVERSAL BASE IMAGE SOFTWARE.** The Licensed Software may contain Red Hat software licensed from Red Hat. Such Red Hat software may only be used or accessed in conjunction with the



Licensed Software. Your use of the Red Hat software is subject to the terms of the "RED HAT END USER LICENSE AGREEMENT", a copy of which is provided herein.

9. USE OF NETAPP SOFTWARE. The Licensed Software may contain NetApp software as licensed from NetApp, Inc., for use by end users of NetApp storage systems or NetApp cloud services. By using the NetApp portion of the Licensed Software ("NetApp Software"), you acknowledge that you are an end user of NetApp storage systems or NetApp cloud services, and your use of NetApp Software is subject to the following additional terms. You shall not:

- a. remove or conceal any product identification, copyright or other notices contained in or on the NetApp Software;
- b. disable, disrupt, circumvent, interfere with, or otherwise violate or impair the security of the NetApp Software;
- c. access any application, system, service, computer, data, account, or network without authorization using the NetApp Software;
- d. allow the NetApp Software to be visible, discoverable, usable, accessible, or otherwise expose, either directly or indirectly, by any third party other than Veritas customers who are end users of NetApp storage systems or NetApp cloud services;

If you are not an end user of NetApp storage system or NetApp cloud services, do not use the NetApp Software.

10. DEFINITIONS.

- a. **"Central Processing Unit"** or **"CPU"**, also referred to as a processor or occupied CPU socket, is defined as the logic circuitry that responds to and processes the instructions that run a computer and/or that accesses or runs the software.
- b. **"Client"** or **"Device"** is defined as a physical, single computer, storage drive or other device (i) on which licensee can install and use the software, (ii) from which licensee accesses and uses the software installed on a network, or (iii) a physical connection point that links together two separate devices.
- c. **"Client Protected Server"** shall mean a single NetBackup Standard Client or NetBackup Enterprise Client that provides services to more than one user, is considered a group or company resource, and is controlled by a system administrator or IT organization. The client's tier is determined by the total number of physical CPUs which are installed on the client.
- d. **"Cloud Service Provider"** means the third party entity that maintains a Cloud Service Provider Environment, for example but not limited to Amazon Web Services, Microsoft Azure, Google Cloud Platform, or 11:11 Systems.
- e. **"Cloud Service Provider Environment"** means a cloud computing-based infrastructure or platform service maintained by a Cloud Service Provider or its subcontractors.
- f. **"Cluster"** shall mean a group of servers and/or other computing resources that together act like a single system, enabling capabilities such as on-demand scalability, high availability, data redundancy, failover, load balancing, and in many cases parallel processing.
- g. **"Cold Disaster Recovery Equipment"** or **"Cold DR Equipment"** means a server, processor or device that has the Cold DR License installed and configured but is either turn-off or is idle. An idle or "passive" mode and configuration refers to the server in a high availability Cluster that has database and/or applications installed, but are not servicing user transactions or query workloads during periods of normal operation.
- h. **"Cold Disaster Recovery License"** or **"Cold DR License"** means a copy of the Licensed Software deployed on Cold DR Equipment granted by Veritas for the sole purpose of use by a customer in accordance with the requirements described above in the event of a Disaster.
- i. **"Container Orchestrator Environment"** means third party software which automates configuration, management and coordination of computer systems and software developed and maintained by the Container

Orchestrator Provider or its subcontractors, which may be installed on-premises or in one or more Cloud Service Provider.

- j. **“Container Orchestrator Provider”** means the third party entity into whose Container Orchestrator Environment you may be using the Licensed Software.
- k. **“Disaster Recovery Site”** or **“DR Site”** means the site or location where Cold DR Equipment is located.
- l. **“Deduplication”** is defined as the process of evaluating and detecting the occurrence of redundant data content in a new dataset or input/output (“I/O”) stream by comparing such dataset or I/O stream to an already existing dataset, and, upon discovery, treating such redundancies to reduce or prevent redundancies from consuming storage or bandwidth resources. However, data reduction technologies, such as compression, that only work within the boundaries of a single file shall not be considered deduplication.
- m. **“Desktop”** is defined as a single Device used in a stationary office environment used by an end user. **“Laptop”** is defined as a single mobile Device used by an end user.
- n. **“Disaster”** means an unforeseen occurrence causing the operation of the applicable production systems and the Licensed Software installed on such production systems, to be substantially impaired or prevented, which occurrence may include, without limitation, fires, earthquakes, floods and viruses.
- o. **“Failover Readiness Testing”** means the process of moving or testing procedures for moving production work from a production server to another server.
- p. **“Front End Terabyte”** or **“FETB”** shall mean the total aggregate amount of data on Clients or Devices (i) on which the applicable Licensed Software is installed or (ii) for which the Licensed Software is used to provide backup functionality, when such data is measured as the largest aggregate full (or synthetic full) backup performed as actually measured by the Licensed Software. Any partial terabytes of data shall be rounded up to the next whole terabyte. One Terabyte is equal to one thousand twenty-four (1,024) gigabytes of data.
- q. **“Front End Terabyte Plus”** or **“FETB Plus”** is defined as the meter for flexible licensing available for specified editions, where one (1) FETB Plus unit of Licensed Software may be used to protect data from various Workloads on a multiplier of FETB in accordance with the ratio in the table below.

Workload*	Ratio
Physical	One (1) FETB Plus: One (1) FETB of data protected
Virtual	One (1) FETB Plus: One and a half (1.5) FETB of data protected
Third Party Cloud	One (1) FETB Plus: One and a half (1.5) FETB of data protected

*To identify Workloads, refer to the “Workloads Defined” table below.

The FETB Plus is contingent on monthly transmission of usage data by either 1) configuring Veritas NetInsights Console to allow automatic data transmission or 2) submitting via alternative methods as approved by Veritas. You must have upgraded within ninety (90) days from the initial purchase date specified on the applicable License Instrument. Otherwise, one (1) FETB Plus unit of Licensed Software may be used to protect one (1) FETB of data, regardless of the workload.

Workloads Defined:

Virtual	<p>Any workload that is deployed on a virtual machine in one of the following hypervisor platforms: VMWare, Hyper-V, Nutanix AHV, Red Hat Virtualization (RHV), Azure Stack, OpenStack, regardless of policy type applied to the protected workload and regardless of deployment domain (on-premise, IaaS); or</p> <p>Any workload that is deployed in an instance of a Docker or other OCI compliant container, regardless of container orchestration tool used to manage the container.</p>
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Physical	Any workload that is not deployed on a virtual machine in one of the hypervisor platforms listed under "Virtual Workloads" that is deployed on-premise.
Third Party Cloud**	Any workload that is deployed on a Cloud Service Provider Environment.

**X86-64 platforms only

For illustrative purposes only, a Customer licensed to use the Licensed Software for 100 FETB Plus may protect an aggregate amount of fifty (50) FETB of data on Physical Workload(s) and an aggregate amount of seventy-five (75) FETB of data on Virtual Workload(s).

- r. **"Instance"** shall mean a single installed instance of the Licensed Software, whether in a physical or virtual environment. By way of example only, if the Licensed Software is installed in 2 environments, 1 physical and 1 virtual environment, such installations shall be deemed to require licensing of the Licensed Software for 2 Instances.
- s. **"Malware"** is defined as computer viruses or other computer programs which perform undesirable or harmful functions on the users' computers.
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