



PRODUCT USE RIGHTS DOCUMENT FOR CLOUDPOINT

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: CloudPoint.

1. DEFINITIONS.

"Per Front-End Terabyte" A Front-End Terabyte is defined as the total aggregate amount of uncompressed 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 1,024 gigabytes of data.

"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.

"Cloud Service Provider" means the third-party entity into whose hosted environment You have chosen to deploy Your Licensed Software entitlement.

"Cloud Service Provider Environment" means the cloud computing environment maintained by the Cloud Service Provider or its subcontractors.

"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.

"Instance" shall mean a single compute instance, such as a virtual machine in a cloud computing environment or a physical host in the datacenter.

"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).

"Service" means the hosting, storage and other services provided by third parties within the Cloud Service Provider Environment. For clarity, Services are not provided by Veritas, and Your use of Licensed Software in the Cloud Service Provider Environment is not a service performed by Veritas.

"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.

You may use each individual copy of the Licensed Software, licensed to You as either CloudPoint Enterprise, CloudPoint Cloud Edition, or CloudPoint On-Premise Edition, as specified in the applicable License Instrument, solely in support of Your internal business operations to protect up to the quantities of: Front-End Terabytes that You are licensed to protect, or Instances that You are licensed to protect, as described in the applicable License Instrument for the licenses which You have purchased. For purposes of clarity, if You license on a per Instance basis, You are



required to obtain one Instance of Licensed Software for each EC2 Instance, VMware VM, physical host, or AWS RDS database instance to be protected.

3. 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:

You may use the Licensed Software solely in support of Your internal business operations in the quantities of licensed Terabytes of the Licensed Software and at the Use Levels described in the License Agreement, including this Document, and the applicable License Instrument for the licenses which You have purchased.

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.

You may make a single uninstalled copy of the Licensed Software for archival purposes."

4. 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.

4.1. 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.

4.2. 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.



- 4.3. **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/>.

5. VERITAS CLOUDPOINT REST API AND CLOUDPOINT SDK LICENSE

- 5.1. **SDK License.** If the Licensed Software You have licensed includes the CloudPoint SDK and CloudPoint Rest API (collectively referred to as "SDK"), subject to Your compliance with the terms and conditions of the License Agreement and the Document, Veritas grants to You a non-exclusive, non-transferable license to use a reasonable number of copies of the SDK and any software You produce with the CloudPoint SDK ("SDK Code") solely in support of Your use of Licensed Software. This SDK License shall be in addition to any licenses for the Licensed Software acquired by You under this License Agreement.
- 5.2. **No Redistributable Code.** The SDK and the SDK Code shall only be used by You for Your internal use, except as expressly provided in this License Agreement, and may not be distributed, alone or as integrated with any other code or product, by You in any manner whatsoever to any third party.
- 5.3. **Development Disclaimer.** THE SDK ALLOWS YOU TO PREPARE SDK CODE WHICH OPERATES IN CONJUNCTION WITH LICENSED SOFTWARE. VERITAS SHALL NOT BE RESPONSIBLE FOR YOUR APPLICATIONS OR ANY DEVELOPMENT AND PROGRAMMING ACTIVITIES UNDERTAKEN BY YOU. UNLESS YOU USE THE APPROPRIATE DEGREE OF SKILL AND CARE IN YOUR DEVELOPMENT AND PROGRAMMING ACTIVITIES, YOUR SDK CODE MAY CAUSE ERRORS OR PROBLEMS IN THE USE OR OPERATION OF LICENSED SOFTWARE. YOU MAY USE THE SDK TO DEVELOP AND USE APPLICATIONS AT YOUR SOLE RISK AND VERITAS SHALL HAVE NO LIABILITY FOR ANY FAILURE OF THE LICENSED SOFTWARE AND/OR OTHER VERITAS SOFTWARE BASED ON YOUR FAILURE TO PROPERLY DEVELOP, PROGRAM, INSTALL, CONFIGURE AND MONITOR YOUR SDK CODE SOLUTION.
- 5.4. **No Maintenance Support.** Veritas does not and has no obligation under the License Agreement and this Document to provide maintenance/support for the SDK or SDK Code.

6. **SPECIAL DEPLOYMENT SOFTWARE.** If Your use of the Licensed Software includes access to additional software developed by Veritas for deploying the Licensed Software into a Cloud Service Provider Environment ("Special Deployment Software"), Veritas grants to You a non-exclusive, non-transferable license to use, modify, and create derivative works of the Special Deployment Software solely in support of Your use of the Licensed Software in the applicable Cloud Service Provider Environment. Notwithstanding the above, only Licensed Software deployed into a Cloud Service Provider Environment using unmodified Deployment Software is supported as part of the maintenance/support You may have purchased for the Licensed Software.

7. WARRANTY DISCLAIMER

- 7.1. **Warranty Disclaimer for Cloud Service Provider Environment.** ACCESS TO CLOUD SERVICE PROVIDER'S SERVICE IS PROVIDED UNDER YOUR SEPARATE TERMS AND CONDITIONS WITH SUCH CLOUD SERVICE PROVIDER, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES FROM VERITAS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOUR ACCESS OF SERVICE ON A THIRD-PARTY CLOUD SERVICE PROVIDER ENVIRONMENT IS SUBJECT TO CHANGES BY THIRD PARTIES PROVIDING SUCH ENVIRONMENTS 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 THE SERVICE ON SUCH NON-VERITAS, THIRD PARTY CLOUD SERVICE PROVIDER ENVIRONMENTS. YOU SHALL BEAR THE SOLE RISK OF LOSS OF OR DAMAGE TO ANY DATA THROUGH USE OF SUCH NON-VERITAS, THIRD PARTY CLOUD SERVICE PROVIDER ENVIRONMENTS.



7.2. **Warranty Disclaimer for SDK and Special Deployment Software.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE LICENSE AGREEMENT, THE SDK AND SPECIAL DEPLOYMENT SOFTWARE IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. VERITAS SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE SDK OR SPECIAL DEPLOYMENT SOFTWARE.

7.3. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL VERITAS OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (II) ANY DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE IN CONNECTION WITH ANY THIRD PARTY CLOUD SERVICE PROVIDER SERVICE OR ARISING OUT OF THE USE OR INABILITY TO USE THE SDK OR SPECIAL DEPLOYMENT SOFTWARE, EVEN IF VERITAS OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAVE BEEN ADVISED SUCH DAMAGES MIGHT OCCUR.

8. TECHNICAL PREVIEW SOFTWARE.

8.1. **Technical Preview Software License.** If the Licensed Software contains software feature(s) designated as "Technical Preview Software" in the Documentation ("Technical Preview Software"), then Veritas grants to You (i) a nonexclusive, temporary, royalty-free, non-assignable, and non-transferable license (without the right to sublicense) license to use the Technical Preview Software solely for internal, non-production evaluation, (ii) to use the Documentation provided with the Technology Preview Software in support of Licensee's authorized use of the Technology Preview Software, and (iii) to copy Technology Preview Software for archival or backup purposes, provided that all titles and trademarks, copyright, and restricted rights notices are reproduced on such copies. Technology Preview Software includes the Documentation provided by Veritas to You with the Technical Preview Software and for which You are granted a use license pursuant to this Section. Such license for the Technical Preview Software shall be in addition to any licenses for the other portions of the Licensed Software acquired under this License Agreement.

8.2. **No Support Services.** Veritas is under no obligation to support the Technology Preview Software in any way or to provide any Updates to You. In the event Veritas, in its sole discretion, supplies any Update to You, the Update shall be deemed Technology Preview Software under this License Agreement and shall be subject to the terms and conditions of this License Agreement.

8.3. **Feedback.** Any test results, benchmark testing output, comments or suggestions provided by You to Veritas regarding the Technical Preview Software (the "Feedback") shall be deemed non-confidential to You. By providing such Feedback, You grant to Veritas, under Your intellectual property rights, a worldwide, perpetual, royalty-free, irrevocable and non-exclusive license, with the right to sublicense to Veritas' licensees and customers, to use and disclose the Feedback in any manner Veritas chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Veritas' and its sublicensee's products embodying such Feedback in any manner and via any media Veritas or its sublicensees choose, without reference or obligation to You. You represent and warrant that You will not give Veritas any Feedback (i) that You have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) subject to license terms that seek to require any Veritas product incorporating or derived from any Feedback, or other Veritas intellectual property, to be licensed to or otherwise shared with any third party. Veritas shall not use or reference Your name in its public use of such Feedback.



8.4. Technical Preview Software Disclaimer. IT IS UNDERSTOOD THAT THE TECHNOLOGY PREVIEW SOFTWARE AND ANY UPDATES MAY CONTAIN ERRORS AND ARE PROVIDED FOR LIMITED EVALUATION ONLY. THE TECHNOLOGY PREVIEW SOFTWARE AND ANY UPDATES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. VERITAS AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that Veritas has not publicly announced the availability of the Technology Preview Software, that such Technology Preview Software may contain features currently under development, that Veritas has not promised or guaranteed to You that such Technology Preview Software will be announced or made available to anyone in the future, that Veritas has no express or implied obligation to You to announce or introduce the Technology Preview Software, that Veritas might not introduce a product similar to or compatible with the Technology Preview Software, and that any version number (if any) referenced is subject to change and does not in any way represent Veritas' commitment to release any product in the future. Veritas is under no obligation to develop, modify, improve, maintain or market the Technical Preview Software or to release production or general availability versions. Accordingly, You acknowledge that any research or development that You perform regarding the Technology Preview Software or any product associated with the Technology Preview Software is done entirely at Your own risk. Specifically, the Technology Preview Software may contain features, functionality or modules that will not be included in the production version of the Technology Preview Software, if released, or that will be marketed separately for additional fees. Future versions of the Technical Preview Software, if any, may not be compatible with the current evaluation version of the Technical Preview Software.

9. DATA COLLECTION; DATA PROTECTION REGULATIONS. In connection with Your use of the Licensed Software, Veritas may collect, retain, disclose and use certain information ("Collected Data"). Collected Data may include, but is not limited to, personally identifiable information about You, Your devices or systems or Your software usage. Veritas use(s) such Collected Data to enable, optimize and provide the Licensed Software or maintenance/support to You (and may engage third parties to do so as well) and to improve Veritas' products and Licensed Software in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Licensed Software, You agree to allow Veritas to collect Collected Data as described in this section. Please refer to Veritas' product privacy notices at <https://www.veritas.com/company/privacy> in order to fully understand what information Veritas collects, retains, discloses, and uses from You or Your devices. Please note that the use of the Licensed Software may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for ensuring that Your use of the Licensed Software is in accordance with such laws or regulations. Where Your processing of the personal data provided to Veritas under this Agreement is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of personal data and privacy that may exist in the European Economic Area, Switzerland, Veritas shall process such personal data in accordance with the Data Processing Terms and Conditions at www.veritas.com/gdpr.

10. AMENDED CUSTOMER SERVICE. Section 18.6 of the License Agreement is hereby deleted in its entirety and replaced with the following:

"CUSTOMER SERVICE. Should You have any questions concerning this License Agreement, or if You desire to contact Veritas for any reason, please write to: (i) Veritas Technologies LLC, 2625 Augustine Drive, Santa Clara, California 95054, U.S.A., (ii) Veritas Technologies LLC, 350 Brook Drive, Reading, Berkshire RG2 6UH, United Kingdom, (iii) Veritas Technologies LLC, Tsinghua Science Park Bldg. 1, No. 1 Zhongguancun East Road, Suite 601 Tower B, Innovation Plaza, Beijing, Haidian District 100084, China."