



PRODUCT USE RIGHTS DOCUMENT FOR VERITAS NETBACKUP APPLIANCE SOFTWARE

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

1. ADDITIONAL DEFINITIONS.

- 1.1. **"Capacity Edition"** means a license of Licensed Software set forth in the table below that is 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. A Capacity Edition license cannot be combined with a Traditional license 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 – Limited Edition
NetBackup Platform Base – Windows and Linux Edition

- 1.2. **"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.
- 1.3. **"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.
- 1.4. **"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.
- 1.5. **"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.
- 1.6. **"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.
- 1.7. **"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.
- 1.8. **"Disaster Recovery Site"** or **"DR Site"** means the site or location where Cold DR Equipment is located.

- 1.9. **“Deduplication”** is defined as the process of evaluating and detecting the occurrence of redundant data content in a new data-set or input/output (“I/O”) stream by comparing such data-set or I/O stream to an already existing data-set, 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.
- 1.10. **“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.
- 1.11. **“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.
- 1.12. **“Failover Readiness Testing”** means the process of moving or testing procedures for moving production work from a production server to another server.
- 1.13. **“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.
- 1.14. **“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	Any workload that runs on 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 Any workload that runs in a Docker container, regardless of container orchestration tool used to manage the container.
Physical	Any workload that does not run on the hypervisor platforms listed under “Virtual Workloads” that is deployed on-premise
Third Party Cloud**	Any workload that does not run on the hypervisor platforms listed under “Virtual Workloads,” that is deployed in a third party cloud 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).

- 1.15. **“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.
- 1.16. **“NetBackup Domain”** is defined as a single backup Server or a single Cluster of backup Servers managed by a single backup Server which may protect multiple Clients and Network Attached Storage (NAS) systems.
- 1.17. **“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. If the Licensed Software You have licensed was licensed as NetBackup Enterprise Virtual Client, You may use such Licensed Software in a NetBackup Domain with other Licensed Software only if the other Licensed Software is licensed under one of the following: NetBackup Platform Base – Complete Edition, NetBackup Platform Base – Complete Edition with Flexible Licensing, NetBackup Platform – Big Data Edition, or the NetBackup Platform – NDMP Edition. For clarity, if You use NetBackup Platform Base – Complete Edition with NetBackup Enterprise Virtual Client, You may use NetBackup OpsCenter Analytics and 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 OpsCenter Analytics and/or 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
NetBackup Enterprise Server
NetBackup Enterprise Client
NetBackup Data Protection Optimization Option
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”

- 1.18. **“NetBackup Platform Base – Complete Edition”** means a license of the following Licensed Software components in the table set forth below for the number of Front-End Terabytes of the NetBackup Platform Base – Complete Edition 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 Agreement, the license meter for any component in a NetBackup Platform Base – Complete Edition license shall be based on Front-End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform Base – Complete Edition license in a NetBackup Domain with other Licensed Software only if the other Licensed Software is licensed under one of the following: the NetBackup Platform Base – Complete Edition with Flexible Licensing, the NetBackup Platform Base – NDMP Edition license, NetBackup Platform – Big Data Edition license or the NetBackup Enterprise Virtual Client license. You cannot combine a NetBackup Platform Base – Limited Edition license or NetBackup Platform Base – Limited Edition Application and Database Add-on license with a NetBackup Platform Base – Complete Edition within the same NetBackup Domain. A license to NetBackup Platform Base – Complete Edition includes the right to use the NetBackup CloudPoint feature.

Product
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 OpsCenter Analytics
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 FETBs as specified in the License Instrument for Your license of NetBackup Platform Base – Complete Edition.

- 1.19. **“NetBackup Platform Base – Complete Edition with Flexible Licensing”** means a license of the following Licensed Software components in the table set forth below for the number of Front-End Terabytes Plus of the NetBackup Platform Base – Complete Edition with Flexible Licensing 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 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.** You are only authorized to use Licensed Software in a NetBackup Platform Base – Complete Edition with Flexible Licensing in a NetBackup Domain with other Licensed Software only if the other Licensed Software is licensed under one of the following: the NetBackup Platform Base – Complete Edition, the NetBackup Platform Base – NDMP Edition license, NetBackup Platform – Big Data Edition license or the NetBackup Enterprise Virtual Client license. You cannot combine a NetBackup Platform Base – Limited Edition license or NetBackup Platform Base – Limited Edition Application and Database Add-on license with a NetBackup Platform Base – Complete Edition with Flexible Licensing within the same NetBackup Domain. A license to NetBackup Platform Base – Complete Edition with Flexible Licensing includes the right to use the NetBackup CloudPoint feature.

Product
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 OpsCenter Analytics
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 FETBs as specified in the License Instrument for Your license of NetBackup Platform Base – Complete Edition with Flexible Licensing.

- 1.20. **“NetBackup Platform Base – NDMP Edition”** means a license of the following Licensed Software components in the table set forth below for the number of Front-End Terabytes of the NetBackup Platform Base – NDMP Edition 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 Agreement, the license meter for any component in a NetBackup Platform Base – NDMP Edition license shall be based on Front-End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform Base – NDMP Edition license in a NetBackup Domain with other Licensed Software only if the other Licensed Software is licensed under one of the following: the NetBackup Platform Base – Complete Edition license, NetBackup Platform Base – Complete Edition with Flexible Licensing, NetBackup Platform Base – Big Data Edition license, or NetBackup Enterprise Virtual Client. You cannot combine a NetBackup Platform Base – Limited Edition license or NetBackup Platform Base – Limited Edition Application and Database Add-on license with NetBackup Platform Base –NDMP Edition within the same NetBackup Domain.

Product
NetBackup Server
NetBackup Enterprise Server
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 OpsCenter Analytics

- 1.21. **“NetBackup Platform Base – Limited Edition”** means a license of the following Licensed Software components in the table set forth below for the number of Front-End Terabytes of the NetBackup Platform Base – Limited Edition 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 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. You cannot combine a NetBackup Platform Base – Limited Edition license or NetBackup Platform Base – Limited Edition Application and Database Add-on license with a NetBackup Platform Base – Complete Edition, NetBackup Platform Base – Complete Edition with Flexible Licensing, NetBackup Platform Base – NDMP Edition, or NetBackup Enterprise Virtual Client within the same NetBackup Domain.

Product
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 OpsCenter Analytics

- 1.22. **“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.

- 1.23. **“NetBackup Platform Base – Big Data Workload Edition”** means a license of the following Licensed Software components in the table set forth below for the number of Front-End Terabytes of the NetBackup Platform Base – Big Data Workload Edition 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 Agreement, the license meter for any component in a NetBackup Platform Base – Big Data Workload Edition license shall be based on Front-End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform Base – Big Data Workload Edition license in a NetBackup Domain if such NetBackup Domain only includes the, NetBackup Platform Base - Complete Edition, NetBackup Platform Base - Complete Edition with Flexible Licensing, the NetBackup Platform Base – NDMP Edition, or the NetBackup Enterprise Virtual Client license. You cannot combine a NetBackup Platform Base – Limited Edition license or NetBackup Platform Base – Limited Edition Application and Database Add-on license with a NetBackup Platform Base – Big Data Workload Edition within the same NetBackup Domain.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Enterprise Client
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”
NetBackup Library Based Tape Drive
NetBackup for NDMP
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup for SAP Agent
NetBackup Data Protection Optimization Option
NetBackup Replication Director
NetBackup OpsCenter Analytics
NetBackup Self Service

- 1.24. **“NetBackup Platform Base – Windows and Linux Edition”** means a license of the following Licensed Software components in the table set forth below for the number of Front-End Terabytes of the NetBackup Platform Base – Windows and Linux Edition 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 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. You cannot combine a NetBackup Platform Base – Windows and Linux Edition license with a NetBackup Platform Base – Complete Edition, NetBackup Platform Base – Complete Edition with Flexible Licensing, or NetBackup Platform Base – NDMP Edition within the same NetBackup Domain.

Product
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 OpsCenter Analytics
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

- 1.25 **“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 which are installed on the server. A Server can run server software for other computers or devices.
- 1.26 **“Starter Pack”** is defined as a Veritas-defined bundle of Licensed Software products described by Veritas as a Starter Pack which Veritas may license to You for defined Use Levels at a single price.
- 1.27 **“Tape Drive”** is defined as a single tape drive hardware Device. A Tape Drive that is shared by two or more servers is a shared drive (“Shared Drive”).
- 1.28 **“Terabyte”** 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 1,024 gigabytes of data.
- 1.29 **“Testing Day”** means that up to twelve (12) separate days, i.e. not two hundred eighty-eight (288) hours. For example, if the DR Site was tested for three (3) hours on Monday and two (2) hours on Friday, such usage would constitute use for two (2) days.
- 1.30 **“Tier”** is a Veritas defined classification of a server, client, or NAS Device. The tier defines the type of hardware on which the software is licensed.
- 1.31 **“Traditional”** means a license of the Licensed Software that is licensed to You under the applicable Use Level for the Licensed Software as set forth in Section 2.1 below. A Traditional license cannot be combined with a Capacity Edition license or NetBackup Enterprise Virtual Client license in the same NetBackup Domain.
- 1.32 **“User”** is defined as an individual person authorized by You to use and/or benefits from the use of the Licensed Software, and that is being or has been managed, monitored and/or protected by the Licensed Software within the last thirty (30) days.
- 1.33 **“WLS Platform”** or **“WLS”** means that You may use the applicable Licensed Software on any combination of machines running the Windows, Linux or Solaris (x64) operating systems for which You have received the media for the Licensed Software from Veritas under this Agreement or under Support, subject to use in accordance with the applicable maximum number of Clients, Devices, Servers or other meter identified by Veritas in the applicable License Instrument.
- 1.34 **“Workload”** refers to the Policy Type as specified in the Licensed Software used to protect data located on Clients or Devices.
- 1.35 **“X Platform”** or **“X Plat”** or **“Cross Platform”** shall mean that You may use the applicable Licensed Software on any combination of operating systems for which You have received the media for the Licensed Software from Veritas under this Agreement or under Support, subject to use in accordance with the applicable maximum number of Clients, Devices, Servers or other meter identified by Veritas in the applicable License Instrument.

2. ADDITIONAL USE RIGHTS AND LIMITATIONS.



- 2.1 **Traditional Licenses.** The Licensed Software may be licensed under a Traditional license in accordance with the following Use Levels (unless licensed under a Capacity Edition or the NetBackup Enterprise Virtual Client license). 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
NetBackup Server	Per Tiered Server
NetBackup Enterprise Server	Per Tiered Server
NetBackup Standard Client	Per Client
NetBackup Enterprise Client	Per Tiered Client
NetBackup Application and Database Pack	Per Tiered Client
NetBackup Library Based Tape Drive	Per Tape Drive
NetBackup for NDMP	Per Tiered NAS Device
NetBackup Shared Storage Option	Per Shared Drive
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
NetBackup for SAP Agent	Per Tiered Client
NetBackup Data Protection Optimization Option	Per Front-End Terabyte
NetBackup Replication Director	Per Front-End Terabyte
NetBackup OpsCenter Analytics	Per Client
NetBackup Enterprise Vault Agent	N/A

- 2.2 **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.
- 2.3 **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 in order to use the NetBackup CloudPoint feature.
- 2.4 **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.

- 2.5 **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.
- 2.6 **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.
- 2.7 **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.
- 2.8 **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.
- 2.9 **NetBackup Replication Director.** A license of NetBackup Replication Director includes the right to use NetBackup Snapshot Manager to manage array based snapshots.
- 2.10 **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.
- 2.11 **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:
 - 2.11.1 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.
 - 2.11.2 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.
 - 2.11.3 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.
 - 2.11.4 Notwithstanding any other term of this Agreement, the Component is provided without warranty of any kind whatsoever and is licensed “As Is.”

- 2.11.5 Windows® is a registered trademark of Microsoft Corporation.
- 2.12 **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.
- 2.13 **NetBackup Platform Base – NDMP Edition.** If the Licensed Software You have licensed includes NetBackup Platform Base – NDMP Edition, such Licensed Software may be used only in connection with data that is backed up using NDMP.
- 2.14 **IBM zSeries.** Notwithstanding any other provision of this 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 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.
- 2.15 **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.
- 2.16 **NetBackup OpsCenter Analytics.** If the Licensed Software You have licensed includes NetBackup OpsCenter Analytics, the following apply:
- 2.16.1 In the event that the Licensed Software includes components to be installed on a server computer, You may install such portions of the Licensed Software on any number of server computers so long as such installed Licensed Software is only used for the authorized maximum number of Clients or Users as may be specified in the License Instrument.
- 2.16.2 In order to use any components of the Licensed Software designated as third party access license modules or options in support of licensed Clients or Users, You must acquire a license for each such third party modules or options at additional charges for use with the Licensed Software.
- 2.17 **NetBackup Traditional and Capacity License Deployment Utility.** If the Licensed Software You have licensed includes NetBackup Traditional and Capacity License Deployment Utility (“nbdeployutil”), Veritas grants to You a non-exclusive, non-transferable license to use a reasonable number of copies of nbdeployutil in support of Your use of the Licensed Software to manage Your licenses.
3. **Cold DR License Terms.** The terms of clause (ii) of Section 2 of this Agreement shall be supplemented by the terms set forth in this Section and these terms shall have precedence over the terms in such clause. Subject to the requirements set forth below, You are entitled to install and use one (1) additional copy of the Licensed Software as a Cold DR License on a Cold DR Equipment located at a Cold DR Site as part of a cluster of production servers. The requirements for such installation and use shall be as follows:

- 3.1 The product, product version and duration of the Cold DR License and the underlying production license of the Licensed Software must be identical.
- 3.2 If the Software License used for the Cold DR License is licensed on a per Server, Client or NAS Device Tier basis the Cold DR License may be deployed on a Server, Client, or NAS Tier equal to, greater than or less than the authorized Server, Client, or NAS Tier for the license of the Licensed Software.
- 3.3 Your right to use the Cold DR Licenses shall automatically terminate if You fail to stay current on maintenance/support for the underlying Licensed Software. You are not provided separate maintenance/support for Cold DR Licenses, but may keep the installed Cold DR Licenses current to the latest version using the maintenance for the applicable Licensed Software.
- 3.4 Except as set forth below, You may not use Cold DR Licenses simultaneously when You use the production license of the Licensed Software. The Cold DR Equipment on which Cold DR Licenses are deployed must be turned off or remain idle except for: (i) use in the case of an actual Disaster; or (ii) use in the case when a production server in a cluster of servers fails and production work is “failed-over” to a designated cold or idle server that is part of the cluster in conjunction with an actual Disaster or as part of a test.
- 3.5 You may use Cold DR Licenses for Failover Readiness Testing as reasonable and necessary for up to twelve (12) days per calendar year.
- 3.6 In the event of an actual Disaster, the Cold DR Policy may be used in production for a period of up to ninety (90) successive calendar days. At the conclusion of such period, if the production site has not been restored, You must request Veritas in writing for a transfer of the production license to the DR Site in accordance with Veritas’ then-current transfer policies. Fees may be applicable to any such transfers.

4. **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.”

- 5. **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/privacy.
- 5.1 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.

(i) 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

(ii) Usage information:

- 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

6. 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:

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 Third Party Code.** Additional copyright notices and license terms applicable to portions of the Java Software are set forth in the THIRDPARTYLICENSEREADME.txt file.
- 6.5 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.

7. **CloudConnectors.** 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 third party cloud storage environments or services, the following apply:
 - 7.1 Your use of the Cloud Connector to store backups to non-Veritas or third party cloud storage 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 third party cloud storage 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 third party cloud storage environments or services.
 - 7.2 **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE CLOUD CONNECTOR IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER.**
8. **ADDITIONAL TERMS AND CONDITIONS FOR SYMANTEC® DATA CENTER SECURITY SOFTWARE.** If Your Hardware contains the Symantec Data Center Security ("SDCS") product, Your use of SDCS is subject to the terms and conditions below in addition to those stated above.
9. **Veritas Appliance:** For purposes of this License Agreement, if You have purchased Hardware and SDCS is included on such Hardware, You may only use SDCS installed on such Hardware as made available by Veritas to support such Hardware and to monitor such Hardware for security issues. Further, as long You have validly and separately licensed the SDCS product for a separate management server, You shall have the right to use the SDCS product included with the Appliance to manage the system protection policies for such Appliance through the separately licensed SDCS management server.
10. **ADDITIONAL TERMS AND CONDITIONS FOR INFOSCALE SOFTWARE.** If Your Hardware contains the Infoscail product, Your use of Infoscail is subject to the terms and conditions below in addition to those stated above.
11. **Veritas Appliance:** For purposes of this License Agreement, if You have purchased Hardware and Infoscail is included on such Hardware, You may only use Infoscail installed on such Hardware as made available by Veritas to support such Hardware.
12. **USE OF RED HAT ENTERPRISE LINUX:** The Licensed Software includes Red Hat Enterprise Linux software, which is licensed by Red Hat, Inc. Your use of the Red Hat Enterprise Linux component, including updates thereto, is subject to the applicable Red Hat End User License Agreement terms located at: www.redhat.com/licenses/eulas.