



PRODUCT USE RIGHTS DOCUMENT FOR NETBACKUP

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

1. ADDITIONAL 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. **"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.

E. **"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.

F. **"Disaster Recovery Site" or "DR Site"** means the site or location where Cold DR Equipment is located.

G. **"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.

H. **"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.

I. **"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.

J. **"Failover Readiness Testing"** means the process of moving or testing procedures for moving production work from a production server to another server.

K. **"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.

L. **“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.

M. **“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.

N. **“NetBackup Enterprise Virtual Client”** 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 with other Licensed Software obtained under different Use Levels in the same NetBackup Domain.

Product
NetBackup Enterprise Server
NetBackup Enterprise Client
NetBackup Data Protection Optimization Option
NetBackup Application and Database Pack

O. **“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 if such NetBackup Domain only includes the NetBackup Platform Base – Complete Edition or the NetBackup Platform Base – NDMP Edition. 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 or NetBackup Platform Base – NDMP Edition within the same NetBackup Domain.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Enterprise Client
NetBackup Application and Database Pack
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



P. **“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. 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 if such NetBackup Domain only includes the NetBackup Platform Base – NDMP Edition or the NetBackup Platform Base – Complete Edition. 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 or NetBackup Platform Base – NDMP Edition within the same NetBackup Domain.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Library Based Tape Drive
NetBackup for NDMP
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup Data Protection Optimization Option
NetBackup Replication Director
NetBackup OpsCenter Analytics

Q. **“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 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 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
NetBackup Shared Storage Option



NetBackup Vault Option
NetBackup Data Protection Optimization Option
NetBackup Replication Director
NetBackup OpsCenter Analytics

R. **“NetBackup Platform Base – Limited Edition Application and Database Add-on”** means a license to use NetBackup database and application agent software. 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. You shall be required to acquire the number of licenses per each installed “Instance” of the Licensed Software for the applicable Server or Client.

S. **“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 – Big Data Edition, NetBackup Platform Base - Complete Edition, the NetBackup Platform Base – NDMP Edition, or the 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 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/support/en_US/article.000127427 with the License Entitlement "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



- T. **“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.
- U. **“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.
- V. **“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”).
- W. **“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.
- X. **“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.
- Y. **“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.
- Z. **“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.
- AA. **“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.
- BB. **“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 **Use Levels.** The License Software that may be governed by this Agreement is licensed on the following Use Levels (unless licensed for the NetBackup Platform Base – Complete Edition license and/or the NetBackup Platform Base – NDMP Edition license and/or the NetBackup Platform Base – Limited Edition and/or the NetBackup Enterprise Virtual Client):

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	Per Master Server
Base	Per Tape Drive
Additional Drive	Per Master Server

Unlimited Drives (w/Base)	
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 Platform Base – Complete Edition	Per Front-End Terabyte
NetBackup Platform Base – Complete Edition Flex Pack	Per Front-End Terabyte
NetBackup Platform Base – NDMP Edition	Per Front-End Terabyte
NetBackup Platform Base – Limited Edition	Per Front-End Terabyte
NetBackup Platform Base – Limited Edition Add-on	Per Instance
NetBackup Enterprise Virtual Client	Per CPU

- 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.
- 2.4 **NetBackup Application and Database Pack License – Per Tiered Client.** If the Licensed Software You have licensed includes NetBackup database and application agent software, 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 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 **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.
- 2.10 **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:
 - 2.10.1 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.
 - 2.10.2 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.
 - 2.10.3 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.
 - 2.10.4 Notwithstanding any other term of this Agreement, the Component is provided without warranty of any kind whatsoever and is licensed "As Is."
 - 2.10.5 Windows® is a registered trademark of Microsoft Corporation.
- 2.11 **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.
- 2.12 **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.
- 2.13 **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.
- 2.14 **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.

2.15 NetBackup OpsCenter Analytics. If the Licensed Software You have licensed includes NetBackup OpsCenter Analytics, the following apply:

2.15.1 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.

2.15.2 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.

2.16 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 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.”

4 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's products and services 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's [product privacy notices](#) (or at any other link provided by Veritas) 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.

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:

- 5.1 **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.
- 5.2 **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.
- 5.3 **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.
- 5.4 **Third Party Code.** Additional copyright notices and license terms applicable to portions of the Java Software are set forth in the THIRDPARTYLICENSEREADME.txt file.
- 5.5 **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.

6 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:

- 6.1 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's 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.
- 6.2 **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE CLOUD CONNECTOR IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER.**