VERITAS™

PRODUCT USE RIGHTS DOCUMENT FOR NETBACKUP

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: NetBackup.

1.   ADDITIONAL DEFINITIONS.

1.1.   **"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.

1.2.   **"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.

1.3.   **"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.

1.4.   **"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.

1.5.   **"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.

1.6.   **"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.

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

1.8.   **"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.

1.9.   **"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.

1.10. **"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.

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

1.12. **"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.

1.13. **"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 Workload	One (1) FETB Plus: One and a half (1.5) FETB of data protected

*To identify Physical or Virtual Workloads, refer to the "Workloads Defined" table below.

The FETB Plus is contingent on monthly transmission of usage data by either 1) configuring Veritas Smart Meter 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:

Physical Workloads	Virtual Workloads
All data policies not specifically identified as a virtual workload	VMware
	Hyper-V
	Nutanix AHV
	Red Hat Virtualization (RHV)
	Azure Stack
	Openstack

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).

1.14. **"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.

1.15. **"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.

1.16. **"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 – 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"

1.17. **"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, 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 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 License Pack with a License Entitlement **"NetBackup Platform Base – Complete Edition"** agents identified at https://www.veritas.com/support/en_US/article.000127427
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

1.18 **"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 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 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 Application and Database License Pack with a License Entitlement **"NetBackup Platform Base – Complete Edition with Flexible Licensing"** agents identified at https://www.veritas.com/support/en_US/article.000127427
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

1.19. **"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 – NDMP Edition or the NetBackup Platform Base – Complete Edition license, NetBackup Platform – 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 – 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 Option
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup Data Protection Optimization Option
NetBackup Replication Director
NetBackup OpsCenter Analytics

1.20. **"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 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

1.21.   **"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/support/en_US/article.000127427 (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.

1.22.   **"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 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/support/en_US/article.000127427 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	

1.23 **"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.

1.24 **"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.

1.25 **"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").

1.26 **"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.

1.27 **"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.

1.28 **"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.

1.29 **"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.

1.30 **"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.

1.31 **"Workload"** refers to the Policy Type as specified in the License Software used to protect data located on Clients or Devices.

1.32 **"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
    Base
    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 Platform Base – Complete Edition	Per Front-End Terabyte
NetBackup Platform Base – Complete Edition with Flexible Licensing	Per Front-End Terabyte Plus
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
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 CloudPoint On-Premise Edition to the extent needed to protect the Server or Client on which the Licensed Software is installed. Your use of CloudPoint On-Premise Edition is subject to this Document, the License Agreement, and applicable Product Use Rights document at https://www.veritas.com/company/legal/license-agreements.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 CloudPoint On-Premise Edition to protect up to the number of Front-End Terabyte which You have licensed. For clarity, if NetBackup Enterprise Client is included in Licensed Software that is licensed on a Per Front-End Terabyte, You are required to purchase a separate license of CloudPoint Cloud Edition in order to use such software to protect data stored in a cloud computing environment.

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/support/en_US/article.000127427. 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 additional 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 a license to run and operate a reasonable number of copies of CloudPoint On-Premise Edition to the extent needed to protect the Server or Client on which the Licensed Software is installed. Your use of CloudPoint On-Premise Edition is subject to this Document, the License Agreement, and applicable Product Use Rights document at https://www.veritas.com/company/legal/license-agreements.

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. **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.

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    (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

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