



## PRODUCT USE RIGHTS DOCUMENT FOR NETBACKUP FLEX APPLIANCE SOFTWARE

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 Flex Appliance Software.

### 1. ADDITIONAL DEFINITIONS.

**"Gigabyte"** or **"GB"** is defined as the total aggregate amount of data storage capacity and/or computer memory that is managed by the software. One Gigabyte is equal to  $10^9$  or 1,000,000,000 bytes of data.

**"Node"** or **"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.

**"Tebibyte"** or **"TiB"** is defined as the total aggregate amount of data storage capacity that is managed by the software. One Tebibyte is equal to  $2^{40}$  or 1,099,511,627,776 bytes of data.

Useable storage capacities for the 5260 Hardware Appliance model							
Appliance Only	Storage Shelf Capacity	Appliance and 1 storage shelf	Appliance and 2 storage shelves	Appliance and 3 storage shelves	Appliance and 4 storage shelves	Appliance and 5 storage shelves	Appliance and 6 storage shelves
9.1TiB (10TB)	65.5TiB (72TB)	74.6TiB (82TB)	140.1TiB (154TB)	205.6TiB (226TB)	271.1TiB (298TB)	336.6TiB (370TB)	402.1TiB (442TB)
36.4TiB (40TB)	65.5TiB (72TB)	101.9TiB (112TB)	167.4TiB (184TB)	232.9TiB (256TB)	292.4TiB (328TB)	363.9TiB (400TB)	429.4TiB (472TB)

Useable storage capacities for the 5360 Hardware Appliance model (4 TB Drives)	Useable storage capacities for the 5360 Hardware Appliance model (8 TB Drives)
120TiB (132TB)	240TiB (264TB)
240TiB (264TB)	480TiB (528TB)
360TiB (396TB)	720TiB (792TB)
480TiB (528TB)	960TiB (1056TB)
600TiB (660TB)	1200TiB (1320TB)
720TiB (792TB)	1440TiB (1538TB)
840TiB (924TB)	1680TiB (1847TB)
960TiB (1056TB)	1920TiB (2112TB)



For purposes of defining useable storage capacity, which is calculated based on TiB, note the conversion tables above. For example with the 5360 Appliance model, a license entitlement of 120 TiB equals to actual useable storage capacity of 132 TB.

The Licensed Software is licensed using integer values. The calculated number of bytes may yield a value that requires rounding to be performed in order to present an integer number. In such cases, Veritas will round up to the nearest whole number when the tenth place value is greater than .5 and Veritas will round down to the nearest whole number when the tenth place value is less than or equal to .5. For example with the 5360 Appliance model, when converting from 132 TB, this equals to 119.988 TiB, and You are required to purchase 120 units of Licensed Software. For example with the 5260 Appliance model, when converting from 72 TB, this equals to 65.483TiB, and You are required to purchase 65 units of Licensed Software.

**“Terabyte” or “TB”** 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. One Terabyte is equal to 1012 bytes, or 1,000 Gigabytes or 0.90949470177293 Tebibytes of data.

## **2. ADDITIONAL USE RIGHTS AND LIMITATIONS.**

**2.1. NetBackup Flex Software.** For all Licensed Software, You may use the number of licensed Terabytes of the Licensed Software per the terms contained in the License Agreement and according to the Use Level limitations specified in the License Instrument for the licenses which You have purchased in accordance with the terms of this Section. Regardless if You have licensed the Licensed Software on a perpetual or non-perpetual (i.e., subscription or term license) basis, Licensed Software may only be used with the hardware on which the Licensed Software is pre-loaded or pre-installed or with Veritas hardware products as separately authorized by Veritas. Use of Primary Service Availability capability is not included with Your Licensed Software and requires an additional license.

**2.2. NetBackup Flex 53xx HA Software.** For all Licensed Software, You may use the number of licensed Terabytes of the Licensed Software per the terms contained in the License Agreement and according to the Use Level limitations specified in the License Instrument for the licenses which You have purchased in accordance with the terms of this Section. Regardless if You have licensed the Licensed Software on a perpetual or non-perpetual (i.e., subscription or term license) basis, Licensed Software may only be used with the hardware on which the Licensed Software is pre-loaded or pre-installed or with Veritas hardware products as separately authorized by Veritas. Use of Primary Service Availability capability is included with Your Licensed Software and does not require an additional license.

**2.3. Primary Service Availability.** Primary Service Availability is licensed on a per Server meter. To use this license, You must purchase one (1) license for each Flex Appliance on which this capability will be used, with the exception of the Flex 53xx HA models as Primary Service Availability is included with the NetBackup Flex 53xx HA Software entitlement. Regardless if You have licensed the Licensed Software on a perpetual or non-perpetual (i.e., subscription or term license) basis, Licensed Software may only be used with the hardware on which the Licensed Software is pre-loaded or pre-installed or with Veritas hardware products as separately authorized by Veritas.

**2.4** The terms in Section 2.1 of the License Agreement shall be supplemented by the terms set forth in this Section and these terms shall have precedence:

If the Licensed Software is licensed to You on a perpetual basis, as indicated on the applicable License Certificate, then Your license to use the Licensed Software shall terminate at the end of the life of the hardware on which the Licensed Software was installed, or as was separately authorized by Veritas.

**2.5 Restore:** Notwithstanding the foregoing, if You are no longer licensed to use the Licensed Software under a current subscription or term-based license and your Veritas NetBackup subscription has expired, then You may use the Licensed Software without a current license solely in support of Your use of the Veritas NetBackup restore capability for the period of time indicated in the applicable Veritas NetBackup Product Use Rights Supplement. Any such use of



Licensed Software shall be consistent with the terms of the License Agreement and this Document. No maintenance/support will be provided for the Licensed Software for such restoration use.

**3. 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:

**3.1 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.

**3.2 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.

**3.3 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 this License Agreement.

**3.4 Third Party Code.** Additional copyright notices and license terms applicable to portions of the Java Software are set forth in the THIRDPARTYLICENSEREADME.txt file.

**3.5 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.

**4. 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](http://www.redhat.com/licenses/eulas).

**5. USE OF RED HAT UNIVERSAL BASE IMAGE SOFTWARE.** The Licensed Software may contain Red Hat software licensed from Red Hat. Such Red Hat software may only be used or accessed in conjunction with the Licensed Software. Your use of the Red Hat software is subject to the terms of the "RED HAT END USER LICENSE AGREEMENT", a copy of which is provided herein.

**6. DATA COLLECTION; DATA PROTECTION REGULATIONS.** In connection with Your use of the Licensed Software, Veritas and Veritas' licensors, subcontractors, or agents on Veritas' behalf may collect, retain, disclose and use certain information including but not limited to personal data about You, Your devices or systems or Your software usage ("Collected Data"). Veritas use(s) such Collected Data to enable, optimize and provide the Licensed Software and/or maintenance/support to You (and may engage third parties to do so as well) and to improve Veritas' products and services.

Please refer to Veritas' Product Privacy Notices at <https://www.veritas.com/privacy> in order to understand how Collected Data is processed.

Please note that the use of the Licensed Software may be subject to data protection laws or regulations in certain jurisdictions ("Privacy Laws"). You are responsible for ensuring that Your use of the Licensed Software, the processing and transfer of such Collected Data is in accordance with such Privacy Laws.



You acknowledge that the Collected Data will be processed and accessible on a global basis by Veritas, its Affiliates agents and subcontractors. Veritas shall take appropriate technical and organisational measures against unauthorised or unlawful processing of that personal data and against accidental loss or destruction of, or damage. Veritas may disclose the Collected Data as required or permitted by law or in response to a subpoena or other legal process.

You acknowledge Veritas will process such personal data in accordance with the Data Processing Addendum at [www.veritas.com/privacy](http://www.veritas.com/privacy) (as amended from time to time).



## RED HAT END USER LICENSE AGREEMENT UNIVERSAL BASE IMAGE

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement ("EULA") governs the use of Red Hat Universal Base Image and associated software supporting such container(s) and any related updates, source code, including the appearance, structure and organization (the "Programs"), regardless of the delivery mechanism. If a Red Hat Universal Base Image is included in another Red Hat product, the EULA terms of such other Red Hat product will apply and supersede this EULA. If a Red Hat Universal Base Image is included in a third party work, the terms of this EULA will continue to govern the Red Hat Universal Base Image.

**1. License Grant.** Subject to the terms of this EULA, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (each of which may include multiple software components). With the exception of the Red Hat trademark identified in Section 2 below, each software component is governed by a license that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software components. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms applicable to any particular component. The license terms applicable to each software component are provided in the source code of that component.

**2. Intellectual Property Rights.** The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and other laws as applicable. Title to the Programs and any component shall remain with Red Hat and other licensors, subject to the applicable license, excluding any independently developed and licensed work. The "Red Hat" trademark is a registered trademark of Red Hat and its affiliates in the U.S. and other countries. Subject to Red Hat's trademark usage guidelines (set forth at <http://www.redhat.com/about/corporate/trademark/>), this EULA permits you to distribute the Programs that include the Red Hat trademark, provided you do not make any statements on behalf of Red Hat, including but not limited to, stating or in any way suggesting (in any public, private and/or confidential statement (whether written or verbal)) that Red Hat supports or endorses software built and delivered with a Red Hat Universal Base Image(s) (such derivative works referred to as a "Red Hat Based Container Images"); provided if a Red Hat Based Container Image is Red Hat Certified and deployed on a Red Hat supported configuration as set forth at <https://access.redhat.com/articles/2726611> then you may state that the Red Hat Universal Base Image is supported by Red Hat. You agree to include this unmodified EULA in all distributions of container images sourced, built or otherwise derived from the Programs. If you modify the Red Hat Universal Base Image(s), you must remove any Red Hat trademark(s) prior to any subsequent distribution. Any breach of this Section 2 is a material breach of the EULA and you may no longer use and/or distribute the Red Hat trademark(s). Modifications to the software may corrupt the Programs.

**3. Limited Warranty.** Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, **to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose.** Neither Red Hat nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. **This warranty extends only to the party that purchases subscription services for the supported configurations from Red Hat and/or its affiliates or a Red Hat authorized distributor.**

**4. Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. **To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any**



**incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.**

**5. Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of Ukraine, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination, persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorizations(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

**6. Third Party Software.** The Program may be provided with third party software programs subject to their own license terms. The license terms either accompany the third party software programs or, in some instances, may be viewed at [www.registry.redhat.com](http://www.registry.redhat.com). If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install, distribute or use them.

**7. General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

Copyright © 2019 Red Hat, Inc. All rights reserved. "Red Hat," is a registered trademark of Red Hat, Inc. All other trademarks are the property of their respective owners.