

PRODUCT USE RIGHTS DOCUMENT FOR VERITAS NETBACKUP FLEX SCALE

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: VERITAS NETBACKUP FLEX SCALE.

1. ADDITIONAL DEFINITIONS.

"Cold Disaster Recovery Equipment" means a server and/or processor or device on which the Licensed Software may be installed and configured under a Cold Disaster Recovery License, and which is not production use servicing transactions or requiring workloads during periods of Your normal internal business operations.

"Disaster" means an unforeseen occurrence causing the operation of the applicable systems on which the Licensed Software is used for Production Use, or the Licensed Software installed on such systems, to be substantially impaired or prevented, which occurrence may include but is not limited to fires, earthquakes, floods and computer viruses.

"Failover Readiness Testing" means testing of the procedures for transferring Your production operation from one server to another.

"Node" means a physical individual computer, acting as a service or resource provider to client computers by sharing the resources within the network infrastructure.

"Production Use" means any functional operation of the Licensed Software in support of Your normal business operations (such as normal productive use and pre-production testing other than Failover Readiness Testing).

"**Terabyte**" means 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.

"Testing Day" means a period of twenty-four (24) consecutive hours, or any lesser portion of such twenty-four (24) hour period.

2. ADDITIONAL USE RIGHTS AND LIMITATIONS.

- 2.1. **General Rights.** You may use the number of licensed Terabytes of the Licensed Software per the terms contained in the License Agreement and this Document, and according to the Use Level limitations specified in the License Instrument for the licenses which You have purchased, solely in conjunction with Your use of Veritas NetBackup Platform Base Complete Edition or NetBackup Platform Base Complete Edition with Flexible Licensing for which you have a separate license. You cannot use the Licensed Software in conjunction with any other editions of NetBackup, including, but not limited to, Traditional license, NetBackup Platform Base Limited Edition, NetBackup Platform Base NDMP Edition, NetBackup Platform Base Windows & Linux Edition or the NetBackup Enterprise Virtual Client.
- 2.2. **Term of License; License Use.** The Licensed Software is licensed either on a perpetual basis or term subscription basis.



- 2.2.1. If the Licensed Software is licensed to You on a perpetual basis, as indicated on the applicable License Instrument, Licensed Software must only be used with the specific Node on which the Licensed Software is originally pre-loaded or pre-installed and Your license to the Licensed Software shall terminate at the end of the life of that specific Node. Use of Licensed Software on additional, different or subsequent Nodes requires Veritas authorization, provided in its sole discretion.
- 2.2.2. If License Software is licensed to you on a term license or subscription basis, as indicated on the applicable License Instrument, then during the term of the subscription license, Your license is portable between Nodes, provided however, the Licensed Software may only be installed on a Node that (i) Veritas has qualified with the NetBackup Flex Scale reference architecture and (ii) was procured through a Veritas partner authorized to sell the qualified Node. Deployment of the Licensed Software is only permitted on a successive and not concurrent basis between Nodes. Accordingly, Licensed Software must be uninstalled from, and no longer used on, any Node on which Licensed Software was previously installed before use on a subsequent Node. Use of Licensed Software on any other Nodes requires Veritas authorization, provided in its sole discretion.
- 3. ADDITIONAL TERMS AND CONDITIONS FOR VERITAS NETBACKUP SOFTWARE. If the Licensed Software contains the Veritas NetBackup Software ("NetBackup") product, Your use of NetBackup is subject to the License Instrument for the NetBackup license you have acquired from Veritas, and the applicable Veritas Software License Agreement and Product Use Rights Supplemental as set forth at https://www.veritas.com/about/legal/license-agreements.
- **4. ADDITIONAL TERMS AND CONDITIONS FOR VERITAS ACCESS SOFTWARE.** If the Licensed Software contains the Veritas Access Software ("Access") product, in addition to the terms and conditions stated above, You may only use Access installed in the License Software to support your use of Licensed Software.
- **5. ADDITIONAL TERMS AND CONDITIONS FOR INFOSCALE SOFTWARE**. If the Licensed Software contains the Infoscale product ("Infoscale"), in addition to the terms and conditions stated above, You may only use Infoscale installed in the Licensed Software to support your use of Licensed Software.

6. AMENDED LICENSE GRANT.

6.1. 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:

- 1) 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.
- 2) 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.

- 3) You may make a single uninstalled copy of the Licensed Software for archival purposes."
- 7. **Technical Support.** Veritas, may, in its sole discretion, provide technical support for the Licensed Software, which would include the ability to contact technical support and access to any patches or fixes. Veritas' provision of any such technical support is subject to Veritas' then current technical support policies and procedures. The use rights, license grant and technical support provided under this License Agreement shall not include any updates or upgrades, or new features or functions, for the Licensed Software.
- **8. Term and Termination.** Subject to your compliance with the terms of this License Agreement and this Document, the Licensed Software license granted hereunder will continue until the general availability date of the next version of the Licensed Software. At Veritas' sole discretion, this term may be extended upon written approval. During the term of this License Agreement, Veritas reserves the right to terminate the License Agreement upon thirty (30) days prior written notice. In the event You breach the License Agreement, it will automatically terminate.
- 9. USE OF HEWLETT PACKARD ENTERPRISE (HPE) SOFTWARE: The Licensed Software contains HPE software as licensed from Hewlett Packard Enterprise. Your use of the HPE software portion of the Licensed Software is subject to the following additional terms located at: https://www.hpe.com/us/en/software/licensing.html.
- **10. EXCLUDED SOFTWARE**. The Licensed Software includes Red Hat Enterprise Linux, which is provided by Red Hat, Inc. Your use of the Red Hat Enterprise Linux component, including updates thereto, is subject to the terms of the Red Hat, Inc. "END USER LICENSE AGREEMENT RED HAT® ENTERPRISE LINUX® AND RED HAT® APPLICATIONS", a copy of which is provided herein.
- 11. 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.



END USER LICENSE AGREEMENT RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS

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 any of the versions of Red Hat Enterprise Linux, certain other Red Hat software applications that include or refer to this license, and any related updates, source code, appearance, structure and organization (the "Programs"), regardless of the delivery mechanism.

- 1. License Grant. Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (most of which include multiple software components) pursuant to the GNU General Public License v.2. The license agreement for each software component is located in the software component's source code and permits you to run, copy, modify, and redistribute the software component (subject to certain obligations in some cases), both in source code and binary code forms, with the exception of (a) certain binary only firmware components and (b) the images identified in Section 2 below. The license rights for the binary only firmware components are located with the components themselves. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms of any particular 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 under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The "Red Hat" trademark and the "Shadowman" logo are registered trademarks of Red Hat in the U.S. and other countries. This EULA does not permit you to distribute the Programs or their components using Red Hat's trademarks, regardless of whether the copy has been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution, or (b) you remove and replace all occurrences of Red Hat trademarks. Modifications to the software may corrupt the Programs. You should read the information found at http://www.redhat.com/about/corporate/trademark/ before distributing a copy of 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. 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. Neither Red Hat nor its affiliates warrants 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. This warranty extends only to the



party that purchases subscription services for the Programs 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, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or 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 authorization(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 transfers 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 Programs**. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at http://www.redhat.com/licenses/thirdparty/eula.html. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.
- 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 © 2010 Red Hat, Inc. All rights reserved. "Red Hat" and the Red Hat "Shadowman" logo are registered trademarks of Red Hat, Inc. "Linux" is a registered trademark of Linus Torvalds. All other trademarks are the property of their respective owners.