



PRODUCT USE RIGHTS DOCUMENT FOR VERITAS NETBACKUP VIRTUAL 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: Veritas NetBackup Virtual Appliance Software.

1. ADDITIONAL DEFINITIONS.

“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.

“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” 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.

2. ADDITIONAL USE RIGHTS AND LIMITATIONS.

2.1. General Rights. You may use the Licensed Software to use NetBackup Virtual Appliance for Remote Offices, NetBackup Virtual Appliance for Data Center, and/or NetBackup VA Primary Server (collectively referred as “NBU VA”) according to Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. The license meter for the NBU VA shall be per Terabyte capacity managed by NBU VA. Your usage of NBU VA may be distributed across any number of virtual machines provided it does not cumulatively exceed the Terabyte capacity specified in Your License Instrument. For each Terabyte protected by NBU VA, You must have a valid license of NetBackup software.

3. Appliance Management Server for NetBackup Appliance Customers. Subject to downloading the activation key and a current maintenance/support entitlement on a NetBackup 5240 Appliance or a later model, a license under one of the following NetBackup software components in the table set forth below, which you have licensed separately, regardless of the Use Level purchased, may include a license to use one (1) copy of NetBackup Virtual Appliance for Remote Offices (“NBU VA ROBO”), up to a storage capacity of one (1) Terabyte (unless otherwise authorized by Veritas), solely for the purpose of using the Appliance Management Server feature to manage Your NetBackup Appliance(s) beginning with NetBackup 5240 Appliance or a later model. Your use of NBU VA ROBO is subject to this Document and the License Agreement.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup for NDMP
NetBackup Platform Base – Complete Edition
NetBackup Platform Base – Complete Edition with Flexible Licensing
NetBackup Platform Base – NDMP Edition
NetBackup Platform Base – Limited Edition

4. **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>.
5. **Cold DR License Terms.** The terms of clause (ii) of Section 2 of this Agreement shall be supplemented by the terms set forth in this Section and these terms shall have precedence over the terms in such clause. Subject to the requirements set forth below, You are entitled to install and use one (1) additional copy of the Licensed Software as a Cold DR License on a Cold DR Equipment located at a Cold DR Site as part of a cluster of production servers. The requirements for such installation and use shall be as follows:
 - 5.1. The product, product version and duration of the Cold DR License and the underlying production license of the Licensed Software must be identical.
 - 5.2. If the Software License used for the Cold DR License is licensed on a per Server, Client or NAS Device Tier basis the Cold DR License may be deployed on a Server, Client, or NAS Tier equal to, greater than or less than the authorized Server, Client, or NAS Tier for the license of the Licensed Software.
 - 5.3. Your right to use the Cold DR Licenses shall automatically terminate if You fail to stay current on maintenance/support for the underlying Licensed Software. You are not provided separate maintenance/support for Cold DR Licenses, but may keep the installed Cold DR Licenses current to the latest version using the maintenance for the applicable Licensed Software.
 - 5.4. Except as set forth below, You may not use Cold DR Licenses simultaneously when You use the production license of the Licensed Software. The Cold DR Equipment on which Cold DR Licenses are deployed must be turned off or remain idle except for: (i) use in the case of an actual Disaster; or (ii) use in the case when a production server in a cluster of servers fails and production work is "failed-over" to a designated cold or idle server that is part of the cluster in conjunction with an actual Disaster or as part of a test.
 - 5.5. You may use Cold DR Licenses for Failover Readiness Testing as reasonable and necessary for up to twelve (12) days per calendar year.
 - 5.6. In the event of an actual Disaster, the Cold DR Policy may be used in production for a period of up to ninety (90) successive calendar days. At the conclusion of such period, if the production site has not been restored, You must request Veritas in writing for a transfer of the production license to the DR Site in accordance with Veritas' then-current transfer policies. Fees may be applicable to any such transfers.
6. **DATA PROTECTION.** 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.

Any processing of personal data provided to Veritas within the EEA, the United Kingdom or Switzerland is subject to the General Data Protection Regulation (EU) 2016/679 framework or other applicable privacy laws in these

jurisdictions, Customer acknowledges Veritas will process such personal data in accordance with the Data Processing Terms and Conditions at www.veritas.com/privacy (as amended from time to time).

6.1 In connection with Your use of the Licensed Software, Veritas may collect, retain, disclose, and use certain information (“Collected Data”), including, without limitation through the use of various mechanisms and tools, such as Veritas NetInsights Console. For the purposes of this Section, Veritas NetInsights Console is a tool that is designed to collect and present the below information. Veritas NetInsights Console is designed to allow automatic data uploading to Veritas. Your environment may be configured to not allow automatic data uploading. Veritas NetInsights Console does not provide Veritas any visibility to Your data content including personally identifiable information.

(i) Deployment information:

- Hardware and software configuration specifics of each server:
- IP address, IP type
- Fully qualified domain name (FQDN)
- Alias, host name, host ID, platform, and architecture
- CPU name, type, clock speed, etc.
- Time zone
- Environmental language
- Operating system version level
- Memory size
- Licensed NetBackup software version, features, and installed packages
- Additional Veritas packages that are installed

(ii) Usage information:

- NetBackup configuration settings
- Client counts by policy type and platform
- Storage unit configurations
- Media server counts by NetBackup version and platform
- Policy count by policy type
- Policy configurations
- Job records
- Media counts by media on hold and retention level
- Storage Lifecycle Policy (SLP) counts by operation type
- SLP configurations

7. ADDITIONAL TERMS AND CONDITIONS FOR SYMANTEC® DATA CENTER SECURITY SOFTWARE. If Your Hardware or Licensed Software contains the Symantec Data Center Security (“SDCS”) product, Your use of SDCS is subject to the terms and conditions below in addition to those stated above.

8. Veritas Appliance: For purposes of this License Agreement, if You have purchased Hardware or Licensed Software and SDCS is included on such Hardware or Licensed Software, You may only use SDCS installed on such Hardware or Licensed Software as made available by Veritas to support such Hardware or Licensed Software and to monitor such Hardware or Licensed Software for security issues. Further, as long as You have validly and separately licensed the SDCS product for a separate management server, You shall have the right to use the SDCS product included with the Appliance to manage the system protection policies for such Appliance through the separately licensed SDCS management server.

9. ADDITIONAL TERMS AND CONDITIONS FOR INFOSCALE SOFTWARE. If Your Hardware or Licensed Software contains the Infoscale product, Your use of Infoscale is subject to the terms and conditions below in addition to those stated above.

10. Veritas Appliance: For purposes of this License Agreement, if You have purchased Hardware or Licensed Software and Infoscale is included on such Hardware or Licensed Software, You may only use Infoscale installed



on such Hardware or Licensed Software as made available by Veritas to support such Hardware or Licensed Software.

11. 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.