

PRODUCT USE RIGHTS DOCUMENT FOR VERITAS RESILIENCY PLATFORM

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 Resiliency Platform

1. ADDITIONAL DEFINITIONS

"Cloud Service Provider" means the third party entity, for example, but not limited to Amazon Web Services, Microsoft Azure, Google Cloud Platform, into whose hosted cloud environment where you use the Licensed Software.

"Cloud Service Provider Environment" means the cloud computing environment maintained by the Cloud Service Provider or its subcontractors.

"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.

"**Processor**" also referred to as a "CPU" or "Core", 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. Each processor may be comprised of multiple processing cores which may each independently act as individual processors. When indicated by Veritas that the Processor is licensed on a per-core basis, the number of processors shall be counted as the total number of cores such that a processor with "x" cores is counted as "x" processors.

"Subscription" means the Licensed Software is licensed to You for a non-perpetual term, e.g., a subscription or term license. If the Licensed Software is licensed by You on such non-perpetual basis (as indicated on the applicable License Instrument), then Your license to use the Licensed Software shall terminate at the end of the applicable license term or period.

"Virtual Machine" also referred to as a "VM", is defined as a software implementation of a computer that does not physically exist but is created within a single instance of an operating system on a physical computer to enable applications to execute within the environment of that instance of the operating system.

2. ADDITIONAL USE RIGHTS AND LIMITATIONS.

- 2.1 You may use the Licensed Software in accordance with the terms and conditions set forth below for the type of license You have received for the Licensed Software, as indicated in the applicable License Instrument(s), except as otherwise provided in this License Agreement. You must have a license for each protected deployment (physical or virtual) of the Licensed Software.
 - 2.1.1 **Per Core License:** For applications that reside on any physical servers (e.g. Windows, Linux) that is managed by the Licensed Software, You may only use the Licensed Software for up to the number of Cores as indicated in the applicable License Instrument.
 - 2.1.2 **Per Virtual Machine License:** For virtual machines that are managed by the Licensed Software (e.g. in a virtual environment such as ESX, Hyper-V), You may only use the



- Licensed Software for up to the number of Virtual Machines indicated in the applicable License Instrument.
- 2.1.3 "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 and disaster recovery 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.
- 2.1.4 "Protected": For the purposes of this section, "protected" means that a deployment of the Licensed Software (physical or virtual) is covered by the contiunity protections of the Licensed Software. For instance, if You have deployed the Licensed Software on a physical server and have configured the Licensed Software to no longer be operational, You do not have to have a license for such deployment.
- 2.1.5 "CloudMobility": If you have licensed the Licensed Software as a CloudMobility offering, You shall only be authorized to use the Licensed Software within 12 months after order of the Licensed Software for the purposes of migrating one VM to a cloud services provider environment and/or reverting such migration back to Your selected environment."
- 2.2 **Subscription Terms**. If the product is licensed to You on a term or subscription basis, Your license right shall only extend for the term given in your license instrument.
- 2.3 If Your use of this Licensed Software is included in your separate license to Veritas NetBackup then Your use of this License Software is subject to this document and the License Agreement, and the applicable Product Use Rights document for Veritas NetBackup located at https://www.veritas.com/company/legal/license-agreements (the "NetBackup PUR").
- 3 Virtual Server Appliances Information. Based on requirements of Veritas' suppliers the Licensed Software may report deployment information concerning the Licensed Software, including, without limitation, the number of virtual server appliances supporting the Licensed Software. Such information shall be collected solely for the purposes of tracking Licensed Software deployment.
- 4 USAGE IN A CLOUD SERVICE PROVIDER ENVIRONMENT. You may use the Licensed Software in the Cloud Service Provider Environment(s) for which Veritas has pre-configured Licensed Software to run in. Your use of the Licensed Software in Cloud Service Provider Environment(s) accumulates with Your use of the Licensed Software outside of Cloud Service Provider Environment(s) and such combined usage shall cumulatively be in compliance with the Use Levels limitations specified in the License Instrument for the licenses which You have purchased. You will procure Cloud Service Provider's cooperation with Veritas' exercise of its right to audit and verify Your compliance under the License Agreement, including Your use in conformity with the Use Levels purchased, but if You are unable to procure such cooperation then You will, upon Veritas' written request, provide or require Cloud Service Provider to provide, copies of Cloud Service Provider's written usage reports relating to Your use of the Licensed Software in the Cloud Service Provider Environment. Subject to any requirements between the Cloud Service Provider and Veritas, Veritas will use such information for its internal business purposes.
 - 4.1 **TERMINATION OF SUPPORT IN CLOUD SERVICE PROVIDER ENVIRONMENT.** If Cloud Service Provider or Veritas terminates its support for the Licensed Software in the Cloud Service Provider Environment, including therefore Your access and use of the Licensed Software under such environment, such termination does not affect Your separate continuing license rights and obligations under the License Agreement and License Instrument.
 - 4.2 **USE OF SOFTWARE LICENSED BY MICROSOFT CORPORATION.** If You are deploying Licensed Software in Microsoft Azure, the following may apply. The Licensed Software may include the following Microsoft software products: Windows Server®, SQL Server® or Microsoft Dynamics NAV® ("Microsoft Dynamics NAV").



Software Products"), which are provided and licensed by Microsoft Corporation, not Veritas. Your use of the Microsoft Software Products, including updates thereto, shall be governed by Microsoft's license terms.

- 4.3 USE OF SOFTWARE LICENSED BY AMAZON WEB SERVICES, INC. If You are deploying Licensed Software in Amazon Web Services, the following may apply. The Licensed Software may include components of Amazon EC2 AMI Tools, which is provided and licensed by Amazon Web Services, Inc., not Veritas. Your use of the Amazon EC2 AMI Tools component, including updates thereto, is subject to the terms of the Amazon Web Services, Inc. "Amazon Software License" at: https://aws.amazon.com/asl/.
- 5 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 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 organizational measures against unauthorized 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 Precedence.** You may receive access to the Licensed Software as a component or part of a service provided by a service provider (the "Service Provider"). In the event of any conflict between the terms of this License Agreement and the terms of Your services agreement with the Service Provider, the terms of your services agreement with the Service Provider shall have precedence and shall be controlling.
- 7 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.
- **8 AMENDED LIMITATION OF LIABILITY.** Section 9 of the License Agreement is hereby deleted in its entirety and replaced with the following:
 - "LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL VERITAS OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS



INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF VERITAS OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL VERITAS' LIABILITY EXCEED THE FEES PAID OR OWED FOR THE LICENSED SOFTWARE LICENSED ON A PERPETUAL BASIS GIVING RISE TO THE CLAIM, OR (2) THE FEES PAID OR OWED DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE LICENSED SOFTWARE LICENSED ON A TERMBASED LICENSE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT VERITAS' LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE LICENSED SOFTWARE, CONTENT UPDATES, UPDATES OR UPGRADES."