



SOFTWARE LICENSE TERMS

PREAMBLE

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GPL version 2.0

Linux operating system

ixgbe-x.x.x.tar.gz

Network adapter driver for 10 gigabit Ethernet adapters/controllers

Smartmontools

Unifont.hex

CLISH

IPSTAT

Quota

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GPL version 3.0

GRUB2

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B. “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.

C. “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 (occupied processor sockets) which are installed on the client.

D. “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.

E. “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.

F. “Disaster Recovery Site” or “DR Site” means the site or location where Cold DR Equipment is located.

G. “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.

H. “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.

I. “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.

J. “Failover Readiness Testing” means the process of moving or testing procedures for moving production work from a production server to another server.

K. “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.

L. “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.

M. “NetBackup Platform Base – Complete Edition” means a license of the following Licensed Software components in the table set forth below for either the number of Front-End Terabytes or the number of CVUs 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 either Front-End Terabytes or CVUs. You are only authorized to use Licensed Software in a NetBackup Platform Base – Complete Edition license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for either Front-End Terabytes or CVUs.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Enterprise Client
NetBackup Application and Database Pack
NetBackup Library Based Tape Drive
NetBackup for NDMP
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup Data Protection Optimization Option
NetBackup OpsCenter Analytics
NetBackup for SAP Agent
NetBackup Search
NetBackup Replication Director



N. “NetBackup Platform Base – NDMP Edition” means a license of the following Licensed Software components in the table set forth below for either the number of Front-End Terabytes or the number of CVUs 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. 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 either Front-End Terabytes or CVU. You are only authorized to use Licensed Software in a NetBackup Platform Base – NDMP Edition license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for either Front-End Terabytes or CVUs.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Library Based Tape Drive
NetBackup for NDMP
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup Data Protection Optimization Option
NetBackup OpsCenter Analytics
NetBackup Replication Director

O. “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 (occupied processor sockets) which are installed on the server. A Server can run server software for other computers or devices.

P. “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.

Q. “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”).

R. “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.

S. “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.

T. “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.

U. “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.

V. “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.

W. “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.

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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	Per Master Server
Base	Per Tape Drive
Additional Drive	Per Master Server

Unlimited Drives (w/Base)	
NetBackup for SAP Agent	Per Tiered Client
NetBackup Data Protection Optimization Option	Per Front-End Terabyte
NetBackup Search	Per Client
NetBackup Replication Director	Per Front-End Terabyte
NetBackup OpsCenter Analytics	Per Client
NetBackup Platform Base – Complete Edition	Per Front-End Terabyte or Per CVU
NetBackup Platform Base – Complete Edition Flex Pack	Per Front-End Terabyte or Per CVU
NetBackup Platform Base – NDMP Edition	Per Front-End Terabyte or Per CVU

17.3 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:

A. The product, product version and duration of the Cold DR License and the underlying production license of the Licensed Software must be identical.

B. 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.

C. 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.

D. Except as set forth in Section 17.3.E 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.

E. You may use Cold DR Licenses for Failover Readiness Testing as reasonable and necessary for up to twelve (12) days per calendar year.

F. 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.

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6. Time zone
7. Environmental language
8. OS level
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6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

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- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.



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