



PRODUCT USE RIGHTS DOCUMENT FOR 360 DATA MANAGEMENT SUITE

This Product Use Rights Document ("Suite PUR") contains additional terms and conditions for the 360 DM Suite (as defined below) licensed to You under the Suite Agreement (as defined below) between You as the individual, the company, or the legal entity that will be utilizing the 360 DM Suite (referenced below as "You" or "Your") and Veritas Technologies LLC. Capitalized terms used in this Suite PUR but not defined herein will have the meaning given in the Veritas Software License Agreement and/or License Instrument and/or the Component PUR (as defined below) and/or the Veritas Hosted Services Terms and/or Service Description. For software components in the 360 DM Suite, the terms and conditions of this Suite PUR, any applicable Component PUR, the License Instrument, and the Veritas Software License Agreement will govern in that order of precedence. For service components in the 360 DM Suite, the terms and conditions of this Suite PUR, the applicable Service Description, and the Veritas Hosted Services Terms will govern in that order of precedence.

BY DOWNLOADING, INSTALLING, USING OR ACCESSING ANY COMPONENT OF THE 360 DM SUITE, YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS IN THIS SUITE PUR, THE APPLICABLE COMPONENT PUR(S), LICENSE INSTRUMENT (IF APPLICABLE), THE VERITAS SOFTWARE LICENSE AGREEMENT, THE VERITAS HOSTED SERVICES TERMS (IF APPLICABLE) AND SERVICE DESCRIPTION (IF APPLICABLE) (COLLECTIVELY TO BE REFERRED TO AS "SUITE AGREEMENT"). IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE SUITE AGREEMENT, DO NOT DOWNLOAD, INSTALL, USE OR ACCESS ANY SOFTWARE COMPONENT OR SERVICE COMPONENT INCLUDED AS PART OF THE 360 DM SUITE.

1. **ADDITIONAL TERMS AND CONDITIONS.** Your use of any software component or service component that is included in the 360 DM Suite is subject to the terms and conditions below in addition to those stated above.

1.1. **Additional Definitions.**

- A. **"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.
- B. **"Front End Terabyte"** or **"FETB"** shall mean the total aggregate amount of data on Clients or Devices (i) on which the 360 DM Suite is installed or (ii) for which the 360 DM Suite 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 360 DM Suite. 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.
- C. **"Hybrid Subscription"** shall mean that the components of the 360 DM Suite offering are licensed to You either on a term-based license or on a perpetual license basis, as specified by Veritas at <https://www.veritas.com/about/legal/license-agreements>.
- D. **"Term Subscription"** shall mean that the components of the 360 DM Suite offering are licensed to You on a term-based license basis for the period of time indicated by Veritas, as specified by Veritas at <https://www.veritas.com/about/legal/license-agreements>.

2. **360 Data Management Suite.** 360 Data Management Suite means an offering consisting of a bundle of licensed software components and service components, licensed by the edition and number of Front-End Terabytes, as specified in the License Instrument for this license you have acquired from Veritas ("360 DM Suite"). 360 DM Suite may be licensed on a Hybrid Subscription or Term Subscription basis as specified on the applicable License Instrument.

(a) **SOFTWARE COMPONENT(S).** In addition to this Suite PUR, You are authorized to use each software component included in the 360 DM Suite subject to the Product Use Rights Supplement for each individual software component ("Component PUR") as set forth at <https://www.veritas.com/about/legal/license-agreements>. For clarity, each software component will be referred to as Licensed Software in the applicable Component PUR. For example, if the 360 DM Suite You have licensed includes NetBackup Platform Base - Complete Edition, then the respective provisions in the NetBackup Product Use Rights applicable to NetBackup Platform Base – Complete Edition apply. Your software component license is subject to a license term if not licensed as a perpetual software license.

(b) **SERVICE COMPONENT(S).** If applicable, You are authorized to access each service component included in your licensed 360 DM Suite during the period in which your subscription is effective, subject to the Hosted Services Terms and Service Description for each individual service component ("Component Service Description") as set forth at <https://www.veritas.com/about/legal/license-agreements>. For clarity, each service component will be referred to as a "Service" in the applicable Veritas Hosted Services Terms and/or Service Description. For example, if the 360 DM



Suite You have licensed includes Information Map, then the provisions in the Veritas Information Map Service – Service Description apply.

3. **MAINTENANCE/SUPPORT.** Any maintenance/support purchased for the 360 DM Suite is subject to Veritas' then-current maintenance/support policies and expressly applicable to the 360 DM Suite as a whole. For clarity, the then-current maintenance/support policies and deliverables for individual software component point products included in the 360 DM Suite will not apply to any 360 DM Suite components. Maintenance/support for 360 DM Suite integration will only be provided for the versions of the software components included in the 360 DM Suite, subject to Veritas' end of support life policies.

4. **UPGRADES.** You are entitled to Upgrades to the 360 DM Suite. For clarity, You are not entitled to Upgrades to individual software component or service component point products included in the 360 DM Suite unless such Upgrades are made available by Veritas for the 360 DM Suite.

5. **MAINTENANCE/SUPPORT RENEWAL.** In order to renew maintenance/support for any software component licensed to You on a perpetual basis as part of the 360 DM Suite, You shall be required to acquire a renewal for the 360 DM Suite as a whole. For example, if the 360 DM Suite You have licensed includes a perpetual license to NetBackup Platform Base - Complete Edition, you may only acquire maintenance/support for this NetBackup Platform Base – Complete Edition perpetual license as part of a renewal of Your 360 DM Suite.

6. **NETBACKUP OPSCENTER ANALYTICS.** The 360 DM Suite does not include any license or authorization to use NetBackup OpsCenter Analytics.