PRODUCT USE RIGHTS DOCUMENT FOR APTARE IT ANALYTICS

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: APTARE IT ANALYTICS.

1. ADDITIONAL DEFINITIONS.

“Array” is defined as a NetApp storage array or NetApp Filer that is running the NetApp SnapMirror, NetApp SnapVault, or NetApp FlexClone software running NetApp Data ONTAP Version 7.2+.

“Backup Unit” is defined as the number of physical or virtual hosts within the backup environment that contains supported third-party backup software agent or server software.

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

“Cloud Service Provider” means the third party entity into whose hosted environment where you may be using the Licensed Software to collect data or to store data.

“Service” means the hosting, storage and other services provided by third parties within the Cloud Service Provider Environment. For clarity, Services are not provided by Veritas, and your use of Licensed Software in connection with the Cloud Service Provider Environment is not a service performed by Veritas.

“DR License” is defined as the additional license capability acquired by You that allows the Licensed Software to be used for disaster recovery purposes only in a fail-over situation. Such licenses may not be used for production data procession purposes.

“FC Port” is defined as the number Fibre Channel switch ports licensed from a switch vendor or present in Your SAN environment.

“Perpetual License” means a license that grants to You the right to use the Licensed Software in perpetuity. You always retain the right to use the software subject to the terms and conditions of the Agreement and the applicable Document.

“Raw Terabytes” or “RAW TBs” are defined as the total aggregate number of Terabytes or TBs of data storage for the storage systems supported by the Licensed Software and which is collected or persisted in the Licensed Software database.

“Server” is defined as a standalone system or an individual computer acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. A Server can run server software for other computers or devices.

“Terabyte” or “TB” 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.

“Term” or “Subscription License” means a license that grants to You the right to use the Licensed Software for a specific period of time. You may only use the software for the duration of time purchased subject to the terms and conditions of the Agreement and the applicable Document.
“Used Terabytes” or “Utilized Terabytes” or “Used TBs” or “Utilized TBs” are defined as the total aggregated number of the used (utilized) capacity of all file systems contained on NAS file systems (e.g. NFS or CIFS shares) and/or Windows files systems that are reported on by the Licensed Software.

2. ADDITIONAL USE RIGHTS AND LIMITATIONS.
2.1. Use Levels and Meters. The Licensed Software that may be governed by this Document is licensed on the following Use Levels:

<table>
<thead>
<tr>
<th>Product</th>
<th>Meter</th>
</tr>
</thead>
<tbody>
<tr>
<td>APTARE Backup Manager</td>
<td>Per Backup Unit</td>
</tr>
<tr>
<td>APTARE Capacity Manager</td>
<td>Per Raw TB</td>
</tr>
<tr>
<td>APTARE Fabric Manager</td>
<td>Per FC Port</td>
</tr>
<tr>
<td>APTARE Replication Manager</td>
<td>Per Array</td>
</tr>
<tr>
<td>APTARE Storage Management Suite</td>
<td>Per Raw TB</td>
</tr>
<tr>
<td>APTARE Virtualization Manager</td>
<td>Per Server</td>
</tr>
</tbody>
</table>

2.2. Subscription. The Licensed Software may be 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 Certificate), then Your license to use the Licensed Software shall terminate at the end of the applicable license term or period.

2.3. APTARE Backup Manager. If the Licensed Software You have licensed includes APTARE Backup Manager, Backup Units may include, without limitation, master servers, library manager servers, media servers and clients. A Backup Unit is required for each virtual machine (“VM”) supported by the Licensed Software and not just one Backup Unit for the physical machine on which VMs are installed. For example, where VMware technology is used to support multiple VMs on a single physical machine, a Backup Unit license is required for all VMs on such machine.

If APTARE Backup Manager is used to support Oracle Recovery Manager (“RMAN”) environments, a Backup Unit is required for each database instance that is contained within the underlying Oracle RMAN Recovery Catalog(s).

2.4. APTARE Capacity Manager. If the Licensed Software You have licensed includes APTARE Capacity Manager, Internal disk storage on servers and hosts may be excluded from the calculation of Raw Terabyte. Internal disk storage is disk storage that is directly attached to a server or physical host system and is not on a Storage Area Network (SAN) or Network Attached Storage (NAS) storage system.

2.5. APTARE Fabric Manager. If the Licensed Software You have licensed includes APTARE Fabric Manager, for fixed Fibre Channel switches utilizing “On Demand Port Licensing,” the number of Fibre Channel switch ports is the total number of Fibre Channel switch ports licensed from the switch vendor. For all other types of Fibre Channel switches, e.g., modular director-class Fibre Channel switches or older fixed Fibre Channel switches, the total number is the total number of Fibre Channel switch ports present in Your SAN environments.

2.6. APTARE Storage Management Suite. If the Licensed Software You have licensed includes APTARE Storage Management Suite, You are only required to license the amount of raw storage (plus any virtualized storage if applicable) from storage arrays where the Licensed Software is used to collect data. The APTARE Storage Management Suite include support for any fiber Channel switch ports and ESX hosts (plus all VM guests on those hosts) that are utilizing TBs under license.

2.7. APTARE Virtualization Manager. If the Licensed Software You have licensed includes APTARE Virtualization Manager, You are authorized to use such Licensed Software for the physical number of VMware ESX servers (physical host system) within Your environment that is running the server virtualization software and reported on by such Licensed Software.

3. CLOUD SUPPORT. You may use the Licensed Software in connection with the Cloud Service Provider Environment(s). Your use of the Licensed Software in connection with 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.

3.1 USE OF SOFTWARE LICENSED BY MICROSOFT CORPORATION. If You are using the Licensed Software with 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 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.

3.2 USE OF SOFTWARE LICENSED BY AMAZON WEB SERVICES, INC. If You are using the Licensed Software with 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/.

4. ADDITIONAL LICENSE TERMS FOR EMBEDDED THIRD PARTY PROGRAMS. The Licensed Software may include some or all of the following components from other vendors (“Third Party Components”). These Third-Party Components are licensed under the terms of this Agreement, the Document and the additional provisions specified below for each Component:

4.1 Oracle Database Software. The Licensed Software may contain database technology licensed from Oracle. Such Oracle software is licensed to you under a restricted license and may only be used or accessed in conjunction with APTARE IT Analytics software. Your use of the technology licensed by Oracle is subject to the following additional terms:

a. You will limit the use of the programs to the legal entity that entered into the Agreement.

b. You are responsible for any use of the Third-Party Component by Your agents, contractors, outsourcers, customers and suppliers in compliance with this Agreement and the applicable Document.

c. Oracle or its licensor retains all ownership and intellectual property rights to the Third-Party Component.

d. You cannot assign, give, or transfer the programs and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest In the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).

e. You are prohibited from (a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) removing or modifying any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) making the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and (d) enabling transfer of title to the programs from passing to the end user or any other party.

f. You are prohibited from reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and prohibited from duplication of the programs except for making a sufficient number of copies of each program for the end user's licensed use and one copy of each program media.

g. You disclaim, to the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs.

h. At the termination of the Agreement, You must discontinue use and destroy or return to Veritas all copies of the programs and documentation.

i. You may not publish any results of benchmark tests run on the Third-Party Component.

j. You must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

k. The Third-Party Component is subject to a restricted license and can only be used in conjunction with the Licensed Software and may only be accessed through the Licensed Software for the purposes of supporting the scope of use allowed by the Licensed Software. You are not permitted to access or use the Third-Party Component independently of the Licensed Software or to modify the Third-Party Component.

l. You will not require Oracle to perform any obligations of incur any liability not previously agreed to between you and Oracle.
m. Veritas may audit Your use of the programs, and You are required to provide reasonable assistance and access to information in the course of such audit and to permit Veritas to report the audit results to Oracle or to assign Veritas’ rights to audit Your use of the programs to Oracle. Where Veritas assigns its right to audit to Oracle, then Oracle shall not be responsible for any of Veritas’ or Your costs incurred in cooperating with the audit.

n. Oracle America, Inc. is a third-party beneficiary of the Agreement and this Document.

o. The terms and conditions of the Uniform Computer Information Transactions Act (UCITA) are hereby expressly disclaimed and shall not have any applicability with respect to the interpretation of the Agreement or this Document.

p. Some programs may include source code that are provided as part of its standard shipment of such programs, including the Third-Party Component, which source code shall be governed by the terms of the Agreement and this Document.

q. Any third party technology that may be appropriate or necessary for use with some Oracle programs, including this Third Party Component, is specified in the Documentation or as otherwise notified by Veritas and such third party technology is licensed to You only for use with the Licensed Software under the terms of the third party license agreement specified in the Documentation or as otherwise notified by Veritas and not under the terms of the Agreement.

r. If You are using the Licensed Software to provide a service to Your customers, Your use of the Third-Party Component shall only be in conjunction with the Licensed Software and You may not otherwise use or distribute the Third-Party Component under the license granted herein. You are financially responsible to Oracle for any losses suffered by Oracle due to the breach of the Agreement or this Document in Your use of the Licensed Software.

5. 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/gdpr.