



## PRODUCT USE RIGHTS DOCUMENT FOR BACKUP EXEC

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For purposes of this Document, the Licensed Software is: Backup Exec.

### 1. ADDITIONAL DEFINITIONS.

**"Application"** means one or more programs designed to carry out operations for a specific application (example: Microsoft SQL Server) but is dependent on system software to execute.

**"Capacity Edition"** means a license of the Licensed Software that is licensed to You based on the number of Front-end Terabytes as licensed from Veritas. Notwithstanding any other provision of this Document, the license meter for any component in a Capacity Edition license shall be based on Front-end Terabytes. Capacity Edition licensing includes Bronze, Silver, Gold editions, Capacity and Capacity Lite editions, Backup Exec V-Ray, and other editions as may be added to Section 2.2 below. Notwithstanding the above, Backup Exec V-Ray is licensed on the number of CPU sockets in use in the hypervisor host or node of the cluster. Other than V-Ray, Licensed Software licensed under Capacity Edition licensing cannot be used in conjunction with Licensed Software licensed under Custom Edition licensing.

**"Client"** or **"Device"** is defined as a single computer, storage drive or other device (i) on which You can install and use the Licensed Software, (ii) from which You access and use the Licensed Software installed on a network, or (iii) a physical connection point that links together two separate devices.

**"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 turned-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.

**"Cold Disaster Recovery License"** or **"Cold DR License"** means a copy of the Licensed Software deployed on Cold Disaster Recovery Equipment granted by Veritas for the sole purpose of use by You in accordance with the requirements described in the EULA in the event of a Disaster.

**"Custom Edition"** or **"a la carte licensing"** means a license of the Licensed Software that is licensed to You based on the specific device, agent or option functionality as licensed from Veritas. The license meter for any Custom Edition license shall be based on the individual Client, Application or device in the Licensed Software environment that requires functionality provided by the Licensed Software, as set forth in Section 2.1 below. Licensed Software licensed under Custom Edition licensing cannot be used in conjunction with Licensed Software licensed under Capacity Edition licensing except Backup Exec V-Ray Edition.

**"Data Recovery Site"** or **"DR Site"** means the site or location where Cold Disaster Recovery Equipment is located.

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

**"Front-end Terabyte"** is defined as 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 1,024 gigabytes of data.

**"Host"** means one or more programs designed to carry out operations for a specific application (example: Microsoft SQL Server) but is dependent on system software to execute.



**“Managed Backup Exec Server Environment”** is defined as a group of Backup Exec Servers managed by a single Backup Exec Central Administrator Server or, in the event a Backup Exec Central Administration Server is not present, a Managed Backup Exec Server Environment shall mean a static group of 5 Backup Exec Servers.

**“Node/IP”** is defined as unique network or machine addresses, such as an internet protocol or MAC address that is monitored by the Licensed Software.

**“Processor”**, also referred to as a “CPU”, is defined as the logic circuitry that responds to and processes the instructions that runs 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-socket basis, the number of processors shall be counted as the total number of processors available to the host including processors in a cluster environment.

**“Server”** is defined as 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.

**“Storage Device”** is defined as an individual disk, tape, CD, Optical disk, or DVD device, acting as a complete stand-alone storage unit, or a storage unit within a multi-device disk or tape based storage system, attached to a computer for storing information.

**“User”** is defined as an individual person and/or device who is authorized by You to use and/or benefits from the use of the Licensed Software, or is the person and/or device who actually uses any portion of the product or service. A Concurrent User is defined as the number of simultaneous users and/or devices that may use the Licensed Software at any one point of time.

## 2. CUSTOM EDITION OR CAPACITY EDITION USE RIGHTS LICENSING.

The Licensed Software may be licensed under Custom Edition or Capacity Edition in accordance with the terms of this section:

**2.1. General Rights for Custom Edition.** If the License Instrument indicates that You have received a license under Custom Edition, You may use such Licensed Software at the applicable Use Levels identified in the table below and in the License Instrument, in accordance to the applicable section.

Product	Meter
Backup Exec	Per Server
Backup Exec Capacity Edition	Per Front-end Terabyte
Backup Exec Capacity Edition Lite	Per Front-end Terabyte
Backup Exec Bronze	Per Front-end Terabyte
Backup Exec Silver	Per Front-end Terabyte
Backup Exec Gold	Per Front-end Terabyte
Agent for Applications and Databases	Per Application
Agent for Windows	Per Server
Agent for Linux	Per Server
Agent for VMware and Hyper-V	Per Host
Remote Media Agent for Linux	Per Server
Deduplication Option	Per Server
Enterprise Server Option	Per Server
Library Expansion Option	Per Device
NDMP Option	Per Server
VTL Unlimited Drive Option (VUDO)	Per Device

**2.1.1 Agents and Options.** If the License Instrument indicates that You have received a license under Custom Edition, You may use each individual licensed copy of any serialized database agent, remote agent or product option on a single active Server, whether physical or virtual, at any one time, and can enable that individual Server to be protected by any one Server running the Licensed Software by installing the agent or option license key on any one Server running the Licensed Software at any time. Notwithstanding the foregoing, if a serialized database agent, remote agent or product option is expressly set forth below with different licensing provisions, then such different licensing provisions shall apply. If the License Instrument



indicates that You have received a license for the Agent or Option, You may use such Agent or Option as specified in Section 2.4 below.

**2.2. General Rights for Capacity Edition.** If the License Instrument indicates that You have received a license under Capacity Edition, You may use such Licensed Software at the applicable Use Levels identified in the table below and in the License Instrument, in accordance to the applicable section.

Product	Meter
Backup Exec Capacity Edition	Per Front-end Terabyte
Backup Exec Capacity Edition Lite	Per Front-end Terabyte
Backup Exec Bronze	Per Front-end Terabyte
Backup Exec Silver	Per Front-end Terabyte
Backup Exec Gold	Per Front-end Terabyte
Backup Exec V-Ray Edition	Per CPU Socket

**2.2.1 Agents and Options.** If the License Instrument indicates that You have received a license under a Capacity Edition, notwithstanding the applicable meter for each Agent and Option as set forth under Section 2.1 or Custom Edition licensing, You may use the licensed edition of the Licensed Software on any Servers, Applications, Clients or Devices in the environment, physical or virtual, so long as the cumulative capacity in Front-End Terabytes of the environment does not exceed the total Front-End Terabytes licensed and the agent or option is included in the licensed edition as specified in Section 2.3 below.

**2.2.2 Subscription.** If the License Instrument indicates that You have received a license under a Bronze, Silver or Gold Capacity Edition, 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 Additional Details for Capacity Edition Licensing.**

**2.3.1 Bronze Edition.** The Bronze level license is licensed to You based on the number of Front-end Terabytes specified in the applicable License Instrument as licensed from Veritas. Notwithstanding any other provision of this Document, the Bronze level license is measured by the number of Front-end Terabytes to be protected or archived. You may use an unlimited number of the Backup Exec Servers, Agents and Options specified in the table set forth below. You may protect an unlimited number of Servers and You may send backup data to one (1) physical tape drive per Server. Notwithstanding the foregoing, if Your use of the Licensed Software protects an amount of data that exceeds the Use Level licensed for a period of thirty (30) days, the Licensed Software's ability to backup data will be deactivated until either You have increased the Use Level of Your license to the Licensed Software to account for the difference in the Front-end Terabytes protected and the Front-end Terabytes licensed or You reduce the amount of data protected to be compliant with the current Front-end Terabytes licensed.

Agents and Options
Backup Exec Server
Agent for Windows
Agent for VMWare & Hyper-V
Deduplication Option

**2.3.2 Silver Edition.** The Silver level license is licensed to You based on the number of Front-end Terabytes specified in the applicable License Instrument as licensed from Veritas. Notwithstanding any other provision of this Document, the Silver level license is measured by the number of Front-end Terabytes to be protected or archived. You may use an unlimited number of the Backup Exec Servers, Agents and Options specified in the table below. You may send backup data up to four (4) physical or virtual tape drives in any



combination of stand-alone or in a tape library so long as a total is not more than four (4) tapes drives per Server. Notwithstanding the foregoing, if Your use of the Licensed Software protects an amount of data that exceeds the Use Level licensed for a period of thirty (30) days, the Licensed Software's ability to backup data will be deactivated until either You have increased the Use Level of Your license to the Licensed Software to account for the difference in the Front-end Terabytes protected and the Front-end Terabytes licensed or You reduce the amount of data protected to be compliant with the current Front-end Terabytes licensed.

Agents and Options
Backup Exec Server
Agent for Applications & Databases
Agent for Linux
Agent for Windows
Agent for VMWare & Hyper-V
Deduplication Option
Library Expansion Option (up to 4 drives)

**2.3.3 Gold Edition.** The Gold level license is licensed to You based on the number of Front-end Terabytes specified in the applicable License Instrument as licensed from Veritas. Notwithstanding any other provision of this Document, the Gold level license is measured by the number of Front-end Terabytes to be protected or archived. You may use an unlimited number of the Backup Exec Servers, Agents and Options specified in the table below. You may send backup data to an unlimited number of physical or virtual tape libraries with an unlimited amount of tape drives. Notwithstanding the foregoing, if Your use of the Licensed Software protects an amount of data that exceeds the Use Level licensed for a period of thirty (30) days, the Licensed Software's ability to backup data will be deactivated until either You have increased the Use Level of Your license to the Licensed Software to account for the difference in the Front-end Terabytes protected and the Front-end Terabytes licensed or You reduce the amount of data protected to be compliant with the current Front-end Terabytes licensed.

Agents and Options
Backup Exec Server
Agent for Applications & Databases
Agent for Remote Media for Linux Servers
Agent for Linux
Agent for Windows
Agent for VMWare & Hyper-V
Deduplication Option
Enterprise Server Option
Library Expansion Option (unlimited)
NDMP Option
VTL Unlimited Tape Drive Option

**2.3.4 Capacity Edition (Legacy).** If the Licensed Software You have licensed was licensed as a Capacity Edition, You may use an unlimited number of any Backup Exec Servers, agents and options. The Capacity Edition license is measured by the number of Front-end Terabyte(s) to be protected. By way of example only, if You need the components of a Capacity Edition to backup up three (3) Front-end Terabytes of data, You will need to license a Capacity Edition of the Licensed Software for three (3) Front-end Terabytes. Notwithstanding the foregoing, if Your use of the Licensed Software protects an amount of data that exceeds the Use Level licensed for a period of thirty (30) days, the Licensed Software's ability to backup data will be deactivated until either You have increased the Use Level of Your license to the Licensed Software to account for the difference in the Front-end Terabytes protected and the Front-end Terabytes licensed or You reduce the amount of data protected to be compliant with the current Front-end Terabytes licensed.



**2.3.5 Capacity Edition Lite (Legacy).** If the Licensed Software You have licensed was licensed as a Capacity Edition Lite, You may use an unlimited number of the following Backup Exec agents: Agent for Applications and Databases, Agent for Windows, Agent for Linux, and Agent for VMware and Hyper-V. The Capacity Edition Lite license is measured by the number of Front-end Terabyte(s) to be protected or archived. By way of example only, if You need the components of a Capacity Edition Lite to backup up three (3) Front-end Terabytes of data, You will need to license a Capacity Edition Lite of the Licensed Software for three (3) Front-end Terabytes. Notwithstanding the foregoing, if Your use of the Licensed Software protects an amount of data that exceeds the Use Level licensed for a period of thirty (30) days, the Licensed Software's ability to backup data will be deactivated until either You have increased the Use Level of Your license to the Licensed Software to account for the difference in the Front-end Terabytes protected and the Front-end Terabytes licensed or You reduce the amount of data protected to be compliant with the current Front-end Terabytes licensed.

**2.3.6 Backup Exec V-Ray Edition.** You may use each individual copy of the Licensed Software and related Documentation on a single active Server to perform data backup from a single hypervisor host regardless of the number of guests and from the Server running the Licensed Software. You may use each individual copy of the Licensed Software on a single active Server as part of a series of clustered Servers at any one time; provided, that a separate licensed copy of the Licensed Software is installed on each active Server within the cluster. For passive nodes in cluster, a copy of the Licensed Software may be installed without the requirement of a separate license. The Backup Exec V-Ray Edition license is measured by the number of CPU sockets in use in the hypervisor host or node of the cluster. By way of example, if You have a hypervisor host with two CPUs in each of three nodes in a cluster, You will need six licenses for Backup Exec V-Ray Edition for (2 CPUs x 3 cluster nodes). Agents and Options included in the V-Ray Edition license apply only to guest virtual machines on the licensed hypervisor host.

Agents and Options
Backup Exec Server
Agent for Applications & Databases
Agent for Linux
Agent for Windows

**2.3.7** The Backup Exec V-Ray Edition allows You to protect Virtual Machines and the Virtual Hosts on which they reside. You must purchase additional Backup Exec Agents and/or Options licenses to protect physical computers other than one physical Backup Exec Server, which is included in the V-Ray Edition. For example, if You have a physical system running Oracle, You must purchase a Backup Exec Agent for Applications and Databases license to protect that Server. You do not need to purchase an additional license for the Backup Exec Server that hosts the Oracle agent backups.

**2.3.8** No additional Applications that may be running on the Virtual Host are covered by the V-Ray Edition license. By way of example if a Hyper-V host is also running Microsoft Exchange Server, there is no implied license to protect the Exchange Server application or its data. Such a configuration would require an additional license for the Agent for Applications and Databases to protect the Exchange Server since it is running on the physical host.

## **2.4 Additional Details for Custom Edition Licensing.**

**2.4.1 Backup Exec.** You may use each individual copy of the Licensed Software and related Documentation on a single active Server to perform data backup, regardless of whether the Server is a physical or virtual Server. You may use each individual copy of the Licensed Software on a single active Server as part of a series of clustered Servers at any one time provided that a separate licensed copy of the Licensed Software is installed on each active Server within the cluster. For passive nodes in cluster, a copy of the Licensed Software is required only to be installed and not licensed.



**2.4.2 Backup Exec Agent for Windows.** Custom Edition requires that You use each individual licensed copy of the Backup Exec Agent for Windows to protect a single Windows Server or Node, whether physical or virtual. The Agent for Applications and Databases includes one Agent for Windows that must be installed on the Server hosting the Application or database to be protected.

**2.4.3 Backup Exec Agent for Linux.** Custom Edition requires that You use each individual licensed copy of the Backup Exec Agent for Linux to protect a single Linux Server or Node, whether physical or virtual. The Agent for Applications and Databases includes one Agent for Linux that must be installed on the Server hosting the Application or database to be protected.

**2.4.4 Backup Exec Enterprise Server Option.** If the Licensed Software You have licensed includes the Backup Exec Enterprise Server Option ("ESO"), You may use each individual licensed copy of the ESO in a single active Backup Exec Central Admin Server Environment, whether physical or virtual, at any one time.

**2.4.4.1** An individual licensed copy of ESO is required for each Server installed with the Central Admin Server Option. Each CAS can manage any licensed copy of the Licensed Software enabled as a Managed Backup Exec Server (MBES).

**2.4.4.2** Each node in the Managed Backup Exec Server Environment is licensed for use with the Advanced Disk-based Backup Option.

**2.4.4.3** Each node in the Managed Backup Exec Server Environment that is attached to the Storage Area Network (SAN) is licensed for use to send backup data to any shared Storage Device on the SAN. A licensed copy of ESO is required for Backup Exec Servers to share SAN devices.

**2.4.4.4** You may enable multiple Servers running the Licensed Software on a SAN to use common Library Expansion Option (LEO), VTL Unlimited Drive Option (VUDO), and/or NDMP Option license keys at any one time provided that a licensed copy of the Enterprise Server Option is installed in the Managed Backup Exec Server Environment that is sharing the LEO, VUDO or NDMP license keys.

**2.4.5 Backup Exec Agent for Applications and Databases.** If an Application or database is running on the hypervisor host, an individually licensed copy of the Backup Exec Agent for Applications and Database is required. If the Licensed Software you have licensed includes the Backup Exec Agent for Applications and Database and is Custom Edition, You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases for a single active Server at any one time, whether physical or virtual, to enable protection for one complete logical instance of supported Applications and databases. You may also install one associated Backup Exec Agent for Windows, or Agent for Linux, which is enabled per serialized Backup Exec Agent for Applications and Databases, to protect the specific Server or Node, whether physical or virtual, where the serialized Backup Exec Agent for Applications and Databases is used. The following license provisions shall apply to Custom Edition licenses:

**2.4.5.1 Backup Exec Agent for Applications and Databases- SharePoint Server.** You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases on a single active Server running the Licensed Software, whether physical or virtual, at any one time to protect one complete logical instance of SharePoint Server, which may be distributed across multiple physical or logical Servers per manufacturer recommendations, from the specific Server running the Licensed Software where the Agent for Windows is installed. Alternately, You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases to protect a single Server SharePoint Farm. For distributed farm environments, each additional SharePoint Server in the SharePoint farm (Web Front-end, Index, Query, additional SharePoint database) requires an additional license for and installation of the Agent for Windows.

**2.4.5.2 Backup Exec Agent for Applications and Databases- Active Directory.** You may use each individual copy of the Backup Exec Agent for Applications and Databases on a single active





Server running the Licensed Software, whether physical or virtual, at any one time to protect Active Directory. An individual licensed copy of the Agent for Applications and Databases is required for each Domain Controller to enable granular recovery from the specific Server running the Licensed Software where the Agent for Windows is installed and an Active Directory Domain Controller is protected.

**2.4.5.3 Backup Exec Agent for Applications and Databases- Veritas Enterprise Vault.** You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases on a single active Server running the Licensed Software, whether physical or virtual, at any one time to protect Veritas Enterprise Vault. For backup and recovery of an Enterprise Vault installation, an individual licensed copy of the Agent for Applications and Databases is required for each Enterprise Vault site, which may be distributed across multiple physical or logical Servers. For a distributed environment, each additional Server hosting an Enterprise Vault entity (e.g. Vault Store, Fingerprint Database, Index Location, etc.) requires an additional license for and installation of the Agent for Windows. For the purposes of Migration, a single copy of the Agent for Applications and Databases is sufficient on each Backup Exec Server utilized to migrate Enterprise Vault data to tape.

**2.4.5.4 Backup Exec Agent- Oracle.** You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases on a single active Server running the Licensed Software, whether physical or virtual, at any one time to protect Oracle or Oracle RAC on Windows or Linux Systems. An individual licensed copy of Backup Exec Agent for Applications and Databases is required for each separate instance of Oracle or Oracle RAC to be protected in an environment.

**2.4.5.5 Backup Exec Agent for Applications and Databases– Exchange Server.** You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases on a single active Server running the Licensed Software, whether physical or virtual, at any one time to protect Exchange Server. An individual licensed copy of Backup Exec Agent for Applications and Databases is required for each separate instance of Exchange Server to be protected in an environment. For backup and recovery of an Exchange 2010 Database Availability Group (DAG) a licensed copy of the Backup Exec Agent for Applications and Databases is required for each member of the DAG.

**2.4.5.6 Backup Exec Agent for Applications and Databases– SQL Server.** You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases on a single active Server running the Licensed Software, whether physical or virtual, at any one time to protect the Microsoft SQL Server product. An individual licensed copy of Backup Exec Agent for Applications and Databases is required per each installed instance of the SQL Server product to be protected in an environment.

**2.4.6 Library Expansion Option.** You may connect to any Server running the Licensed Software an unlimited number of individual “stand alone” Storage Devices or one single Storage Device within one physical or virtual tape autoloader, library, robotic library or robotic media changer. Tape autoloaders, libraries, robotic libraries or robotic media changers with two or more Storage Devices require a separate Library Expansion Option license for EACH additional drive beyond the first backup drive in each device.

**2.4.7 Backup Exec NDMP Option.** You may use each individual licensed copy of the Backup Exec NDMP Option on a single active Server running the Licensed Software, whether physical or virtual, at any one time. An individual licensed copy of the NDMP Option is required for each NDMP Server appliance attached to a single active Server running the Licensed Software.

**2.4.8 Backup Exec Agent for VMware and Hyper-V.** You may use a single Backup Exec Agent for VMware and Hyper-V license to protect a single VMware ESX host server or a single Microsoft Hyper-V host at any one time, and such host servers may protect an unlimited number of guest virtual machines that reside on the licensed VMware ESX host system or the Microsoft Hyper-V host system. Each VMware ESX host server or Microsoft Hyper-V host that manages the guest virtual machines requires a Backup Exec Agent for



VMware and Hyper-V license regardless of the specific VMware ESX host on which the guest virtual machines are running. The Backup Exec Agent for VMware and Hyper-V license allows for additional Backup Exec Agent for Windows and Agent for Linux to be used in each guest virtual machine running on the licensed VMware ESX host server or Microsoft Hyper-V host without purchasing additional licenses for those Agents. Other Applications running in guest virtual machines require separate licenses for the Backup Exec Agent for Applications and Databases for each such Application or database.

**2.4.9 Backup Exec Remote Media Agent for Linux.** You may use each individual licensed copy of the Backup Exec Remote Media Agent for Linux Servers on a single active Server running the Licensed Software, whether physical or virtual, at any one time.

**2.4.10 Backup Exec Deduplication Option.** You may use each individual licensed copy of the Backup Exec Deduplication Option on a single active Server running the Licensed Software, whether physical or virtual, at any one time.

**2.4.11 Backup Exec VTL Unlimited Drive Option.** You may use each individual licensed copy of the Backup Exec VTL Unlimited Drive Option (VUDO) for a single active VTL device, per Backup Exec Server, running the Licensed Software, whether physical or virtual, at any one time.

### **3. ADDITIONAL RIGHTS AND LIMITATIONS.**

**3.1 Backup Exec Remote Administration Utility.** You may use an unlimited number of the Backup Exec Remote Administration Utility to remotely administer an unlimited number of Servers running the Licensed Software.

**3.2 Veritas Backup Exec™ Configuration Tool for OpenDedupe.** If the Licensed Software You have licensed includes Veritas Backup Exec™ Configuration Tool for OpenDedupe the following apply:

**3.2.1** In the event that the Licensed Software includes components to be installed on a Server computer, You may install such portions of the Licensed Software on any number of Server computers so long as such installed Licensed Software is only used for the authorized maximum number of Clients or Users as may be specified in the License Instrument.

**3.2.2** In order to use any components of the Licensed Software designated as third party access license modules or options in support of licensed Clients or Users, You must acquire a license for each such third party modules or options at additional charges for use with the Licensed Software.

**3.3 Cloud Connectors.** The Licensed Software You have licensed includes a cloud connector (each being a "Cloud Connector") to enable storage of backups to non-Veritas or third party cloud storage environments or services; the following apply:

**3.3.1** Your use of the Cloud Connector to store backups to non-Veritas or third party cloud storage environments or services is subject to changes by third parties providing such environments or services which are outside Veritas's control. Veritas shall not be responsible for any outages, data loss, bugs, technical problems, or other errors caused directly or indirectly through Your access to such non-Veritas or third party cloud storage environments or services and/or use of the Cloud Connector. You shall bear the sole risk of loss of or damage to any data through use of such non-Veritas or third party cloud storage environments or services.

**3.3.2** NOTWITHSTANDING ANY OTHER PROVISION OF THIS DOCUMENT, THE CLOUD CONNECTOR IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER.





#### **4. AMENDED LICENSE GRANT FOR COLD DISASTER RECOVERY**

**4.1.** The terms of clause (ii) of Section 2 of the License 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 license as a Cold Disaster Recovery License on a Cold Disaster Recovery Equipment located at a Cold Disaster Recovery Site as part of a cluster of production Servers. The requirements for such installation and use shall be as follows:

**4.1.1.** The Cold Disaster Recovery Equipment must have the same Licensed Software product and version installed as the production environment.

**4.1.2.** If the Software License used for the Cold Disaster Recovery License is licensed on a per Server basis or per Processor basis, the Cold Disaster Recovery License may be deployed on at a Server tier or Processor tier equal to, greater than or less than the authorized Server tier or Processor tier for the license of the Licensed Software. If the Software License used for the Cold Disaster Recovery License is licensed on a per Front End Terabyte basis, the Cold Disaster Recovery License may be deployed for a number equal to or less than the authorized number of FETBs for the license of the Licensed Software.

**4.1.3.** Your right to use the Cold Disaster Recovery 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 Disaster Recovery Licenses current to the latest version using the maintenance for the applicable Licensed Software. You may not use Cold Disaster Recovery Licenses simultaneously when You use the production license of the Licensed Software. The Cold Disaster Recovery Equipment on which Cold Disaster Recovery 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.

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

**5. FEEDBACK.** The Licensed Software may request Your voluntary product feedback. By providing such feedback, You grant to Veritas, under Your intellectual property rights, a worldwide, royalty-free, irrevocable and non-exclusive license, with the right to sublicense to Veritas' licensees and customers, the right to use and disclose the feedback in any manner Veritas chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Veritas' and its sublicensee's products embodying such feedback in any manner and in any media Veritas or its sublicensees choose, without reference or obligation to You.

**6. BENCHMARKS.** You may not disclose the results of any benchmark tests or other tests connected with the Licensed Software to any third party without Veritas' prior written consent.

**7. 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 Document 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](http://www.veritas.com/gdpr).

**7.1.** 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 Smart Meter. For the purposes of this section, Veritas Smart Meter is a tool that is designed to present the below information. Veritas Smart Meter presents information using telemetry data from Backup Exec Servers. Your environment may be configured to not allow automatic telemetry data uploading. Veritas Smart Meter does not provide Veritas any visibility to, Your data content including personally identifiable information.

(i) Usage information:

- Capacity entitlement in GB
- Capacity usage in GB
- Maintenance contract information