ELIGIBILITY EXPORT RESTRICTIONS

By downloading or accessing this software, You agree to the following terms:

1. You are not a citizen, national, or resident of Cuba, Iran, North Korea, Sudan, or Syria, or of any other country to which the United States has prohibited export and you will not export or reexport directly or indirectly, to the abovementioned countries nor to citizens, nationals or residents of those countries.

2. You are not listed on, and You will not export or reexport the software to any person or entity on, the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, or the United States Department of Commerce Denied Persons List, Entity List or Unverified List.

3. You do not intend to use or access, nor will allow any other person to use or access, the software for any purpose prohibited by United States law, including without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

4. In the event of a conflict between any license terms in this Agreement and any license terms included in the software, this Agreement will control.

SOFTWARE LICENSE AGREEMENT

VERITAS TECHNOLOGIES LLC AND/OR ITS AFFILIATES (“VERITAS”) IS WILLING TO LICENSE THE LICENSED SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE LICENSED SOFTWARE (REFERRED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”). BY CLICKING THE “I AGREE” OR “YES” BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR DOWNLOADING, ACCESSING OR OTHERWISE USING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “I DO NOT AGREE” OR “NO” BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE LICENSED SOFTWARE. UNLESS OTHERWISE DEFINED HEREBIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE “DEFINITIONS” SECTION OF THIS AGREEMENT AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

1. VERITAS PRODUCTS & PURPOSE

  2.1 This Agreement governs the use of any Veritas software product(s) (“Licensed Software”) downloaded or accessed from this site.

  2.2 Purpose: Licensee will only use the Licensed Software for its internal business operations. Licensee may not permit the Licensed Software obtained under this Agreement to be accessed by any third parties for any purpose, other than its consultant or outsourcer, as described in Section 2 below.

2. LICENSE GRANT & RESTRICTIONS. Subject to Licensee’s compliance with the terms and conditions of this Agreement, Veritas grants Licensee the following license grant, as applicable:

  i. a limited, personal, non-transferable, non-exclusive right to download and use the Licensed Software in object code form, for the sole Purpose identified above. “Licensed Software” shall also include any related documentation and other material or information provided by Veritas.
Licensee may allow consultant(s) or outsourcer(s) to use Licensee’s Licensed Software to assist Licensee in fulfilling the sole Purpose identified above, so long as such use is consistent with Licensee’s own permitted scope of use, and is compliant with the terms of this Agreement. Licensee agrees Licensee is responsible for such third party access and use of the Licensed Software, to the same extent as if such consultant(s) or outsourcer(s) were Licensee’s employees.

Licensee agrees to abide by the terms and conditions contained herein in addition to those terms and conditions contained in the end user license agreement and Product Use Rights document provided in or in connection with the applicable Licensed Software (collectively referred to as “EULA”). This Agreement shall supplement the EULA and, in the event of a conflict between this Agreement and the EULA, this Agreement will control.

3. TERM & TERMINATION. The term of the Licensed Software right granted hereunder shall begin upon the date Licensee receives access to the Licensed Software including its enabling License Key, if applicable, and shall continue until terminated in accordance with this Agreement (“Term”). The Licensed Software license will immediately terminate (i) without notice if Licensee fails to comply with any obligation of this Agreement; or (ii) upon written notice by Veritas.

Upon expiration or termination of this Agreement for any reason, any right, license or permission granted to Licensee shall immediately terminate and Licensee shall immediately cease use of the Licensed Software, in whole or in part; and promptly return the Licensed Software and all related material to Veritas or fully destroy, delete and/or uninstall any copy of Licensed Software installed or copied by Licensee and certify such destruction to Veritas.

Licensee shall keep accurate business records relating to its use of the Licensed Software for a period of three (3) years following termination of this Agreement. Upon request from Veritas, Licensee shall provide Veritas with a report certifying the destruction of Licensed Software pursuant to Section 2. The provisions regarding license restrictions, confidentiality, audit, exclusion of warranty, and the general provisions in Section 8 will survive expiration of the evaluation Term or termination of this Agreement.

4. SUPPORT. The Licensed Software is provided without support of any kind.

5. EXCLUSION OF WARRANTY. THE LICENSED SOFTWARE IS PROVIDED TO LICENSEE “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

6. 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 AND UNDER NO LEGAL THEORY SHALL VERITAS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF VERITAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. CONFIDENTIALITY. Each party may have access to information that is confidential to the other party (“Confidential Information”) during the Term. Confidential Information shall be limited to the Licensed Software and any information disclosed by the disclosing party to the receiving party that is either identified as or should be reasonably understood to be confidential and/or proprietary. During the Term of this Agreement and for a period of five (5) years thereafter, the receiving party shall hold the Confidential Information in confidence and shall not disclose the Confidential Information to a third party.
Each party shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as that party uses to protect its own confidential information of a like nature. Licensee shall not use the Confidential Information for any purpose other than as necessary to exercise the license granted under this Agreement. Licensee shall not disclose the results of any benchmark tests run on the Licensed Software without Veritas’ prior written consent.

8. GENERAL. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement and the EULA constitutes the entire agreement of the parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings, and agreements between the parties respecting the subject matter of this Agreement. No amendment to this Agreement will be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions. In addition, the terms of this Agreement shall control any conflicting, inconsistent, and/or additional standard terms or conditions on any purchase order, invoice or other document submitted by Licensee, notwithstanding any provision to the contrary in any such document.