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17.1 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. “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.
C. “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.
D. “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.
E. “Disaster Recovery Site” or “DR Site” means the site or location where Cold DR Equipment is located.
F. “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.
G. “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.
H. “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.
I. “Failover Readiness Testing” means the process of moving or testing procedures for moving production work from a production server to another server.
J. “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.
K. “Instance” shall mean a single installed instance of the Licensed Software, whether in a physical or virtual environment. By way of example only, if the Licensed Software is installed in 2 environments, 1 physical and 1 virtual environment, such installations shall be deemed to require licensing of the Licensed Software for 2 Instances.
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.

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**O.** “NetBackup Platform Base – Limited Edition” means a license of the following Licensed Software components in the table set forth below for the number of Front-End Terabytes of the NetBackup Platform Base – Limited 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 – Limited Edition license shall be based on Front-End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform Base – Limited Edition license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for Front-End Terabytes set for in the table below and in combination with the NetBackup Platform Base – Limited Edition Application and Database Add-on license. In addition, you are only authorized to use the NetBackup Platform Base – Limited Edition to protect NetBackup environments no larger than 250 Front End Terabytes. The 250 Front End Terabyte maximum includes Front End Terabytes across all NetBackup domains. You cannot combine a NetBackup Platform Base – Limited Edition license or NetBackup Platform Base – Limited Edition Application and Database Add-on license with a NetBackup Platform Base – Complete Edition or NetBackup Platform Base – NDMP Edition within the same NetBackup Domain.
P. "NetBackup Platform Base – Limited Edition Application and Database Add-on" means a license to use NetBackup database and application agent software. The license meter for the NetBackup Platform Base – Limited Edition Application and Database Add-on shall be based on an “Instance” of the installed Licensed Software. You shall be required to acquire the number of licenses per each installed “Instance” of the Licensed Software for the applicable Server or Client.

Q. “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.

R. “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.

S. “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”).

T. “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.

U. “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.

V. “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.

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17.2 Use Levels. The License Software that may be governed by this Agreement is licensed on the following Use Levels (unless licensed for the NetBackup Platform Base – Complete Edition license and/or the NetBackup Platform Base – NDMP Edition license):

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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:

GLB ENT EULA TEMPLATE v.1.0_STD ENGLISH_24MAY2007
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.

17.4 NetBackup Master Server and Media Server. If the Licensed Software You have licensed includes NetBackup software licensed on a per Master Server or per Media Server basis, such Master/Media Server license includes a per Client license for the applicable Server which may be used solely to provide backup support for NetBackup application files and Operating System files only. An additional Client license shall not be required to protect the local NetBackup application residing on the applicable Server. You may not use such included Client to provide backup support for any other application data or any content. In order to provide backup support for such other application data or content, You must obtain the applicable Client license for the applicable Server.

17.5 NetBackup Enterprise Client. If the Licensed Software You have licensed includes NetBackup Enterprise Client it may be possible to run and operate more than one (1) single instance of such Licensed Software on the Server or Client on which the Licensed Software is installed and licensed. In such case, except as otherwise specified herein, only one license shall be required for the applicable Server or Client.

17.6 NetBackup Application and Database Pack License – Per Tiered Client. If the Licensed Software You have licensed includes NetBackup database and application agent software, it may be possible to run and operate more than one (1) single instance of such Licensed Software on the Server or Client on which the Licensed Software is installed and licensed. In such case, except as otherwise specified herein, only a NetBackup Application and Database Pack License licensed on a Per Tiered Client basis shall be required for the applicable Server or Client. With such a NetBackup Application and Database Pack License licensed on a Per Tiered Client basis, You shall not be required to acquire the number of licenses per each instance of the database/applications agent software running on the applicable Server or Client.

17.7 NetBackup Enterprise Client – SAN Media Server. If the Licensed Software You have licensed includes NetBackup Enterprise Client licensed for a Storage Area Network (“SAN”) Media Server, such Media Servers shall not be used by You to backup data from networked Clients. In order to backup data from networked Clients and remote Clients to the SAN attached tape resources, You must acquire a full NetBackup Enterprise Server license.

17.8 NetBackup Library Based Tape Drive. If the Licensed Software You have licensed includes NetBackup Library Based Tape Drive, You may use such Licensed Software only to protect and manage the number of robotic-controlled Tape Drives licensed for such Licensed Software. There is no charge for stand-alone, non-robotic tape drives directly attached to a NetBackup Master/Media Server or NetBackup Server.

In addition, You may use NetBackup Library Based Tape Drive to support physical tape drives only. If you wish to acquire backup support for virtual tape drives or any device that simulates the behavior and functionality of a physical tape drive, You must obtain the appropriate number of NetBackup Data Protection Optimization Option licenses.

17.9 NetBackup Shared Storage Option. If the Licensed Software You have licensed includes NetBackup Shared Storage Option, such Licensed Software may be used only to dynamically share the number of Tape Drives, standalone or robotically controlled, licensed for such Licensed Software among multiple NetBackup Enterprise Servers and NAS systems. In order to share Tape Drives, you must acquire a license for NetBackup Shared Storage Option and such license shall be in additional to any required licenses for NetBackup Library Based Tape Drive.
17.10 **NetBackup Data Protection Optimization Option.** To enable Deduplication support between a deduplication technology (for example, a hardware environment) and NetBackup, You must obtain a license for NetBackup Data Protection Optimization Option.

17.11 **vCenter Plug-In for NetBackup.** If the Licensed Software You have licensed includes vCenter Plug-In for NetBackup, Veritas grants to You a non-exclusive, non-transferable license to use a single copy of the vCenter Plug-In for NetBackup solely in support of Your use of the Licensed Software.

17.12 **Recovery Disk Component.** If the Licensed Software You have licensed includes the Recovery Disk component (the "Component"), the following uses and restrictions apply to the Component:

A. The Component contains Windows® software licensed from Microsoft Corporation. Microsoft Corporation has no liability to You for the Component. Any support for the Component will be provided by Veritas in accordance with Veritas’ then-current support guidelines.

B. THE COMPONENT CONTAINS A TIME-OUT FEATURE THAT WILL AUTOMATICALLY RE-BOOT THE COMPUTER AFTER TWENTY-FOUR HOURS OF CONTINUOUS USE. THIS TIME-OUT FEATURE WILL RESET EVERY TIME THE COMPONENT IS RE- LAUNCHED.

C. The Component may be used as a boot, diagnostic, disaster recovery, setup, restoration, emergency service, installation, test, and configuration utility program. Use of the Component as a general purpose operating system or as a substitute for a fully functional version of any operating system product is strictly prohibited.

D. Notwithstanding any other term of this Agreement, the Component is provided without warranty of any kind whatsoever and is licensed “As Is.”

Windows® is a registered trademark of Microsoft Corporation.

17.13 **Oracle RAC.** If the Licensed Software will be used to support an Oracle RAC environment, for each system leveraging the Oracle RAC software, You must acquire a Master/Media Server or Client and Oracle Database Agent license for the Licensed Software.

17.14 **NetBackup Platform Base – NDMP Edition.** If the Licensed Software You have licensed includes NetBackup Platform Base – NDMP Edition, such Licensed Software may be used only in connection with data that is backed up using NDMP.

17.15 **IBM zSeries.** Notwithstanding any other provision of this Agreement, if you have installed the Licensed Software on an IBM zSeries computer, you must license a NetBackup component for each IBM Logical Partition ("LPAR") on such computer.

For the purposes of this Agreement, a LPAR is considered the same as an actual machine in connection with such computer. For virtualized instances within a LPAR, no more than one license of each type is needed per LPAR.

17.16 **Starter Pack Restrictions.** If the Licensed Software You have licensed includes a Starter Pack, You may only install and use a single Starter pack on a single NetBackup Domain. You may not upgrade or cross grade a Starter Pack into another type of Starter Pack. If the Licensed Software You have licensed includes a “5 Client Pack” or “5 Client Starter Pack”, You may only install and use the applicable components of the Licensed Software on up to five (5) X Plat Standard Clients, one (1) X Plat Server and one (1) X Plat Tape Drive. If the Licensed Software You have licensed includes a “20 Client Pack” or “20 Client Starter Pack”, You may only install and use the applicable components of the Licensed Software on up to twenty (20) X Plat Standard Clients, one (1) X Plat Server (Tier 2), one (1) X Plat Tape Drive and two (2) X DB database agents (Tier 2) running on Windows.

If the Licensed Software You have licensed includes a “40 Client Pack” or “40 Client Starter Pack”, You may only install and use the applicable components of the Licensed Software on up to forty (40) X Plat Standard Clients, one (1) X Plat Server (Tier 2), two (2) X Plat Tape Drives and three (3) X DB database agents (Tier 2) running on Windows.

17.17 **NetBackup OpsCenter Analytics.** If the Licensed Software You have licensed includes NetBackup OpsCenter Analytics, the following apply:

A. 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.

B. In order to use any components of the Licensed Software designated as third party module 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.

17.18 **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 services 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 (or at any other link provided by Veritas) 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.

17.19 **USE OF JAVA SOFTWARE.** The Licensed Software contains Java as licensed from Oracle Corporation. Your use of the Java portion of the Licensed Software (“Java Software”) is subject to the following additional terms:

A. **Java Technology Restrictions.** You shall not create, modify, change the behavior of, or authorize licensees of Veritas to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as “java”, “javax”, “sun” or similar convention as specified by Oracle in any naming convention designation. In the event that Veritas creates an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, Veritas must promptly publish broadly an accurate specification for such API for free use by all developers.

B. **Trademarks and Logos.** This License Agreement does not authorize You to use any Oracle America, Inc. name, trademark, service mark, logo or icon. You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke (“Java Marks”) and agree to: (a) comply with the Java Trademark Guidelines at http://www.oracle.com/us/legal/third-party-trademarks/index.html; (b) not do anything harmful to or inconsistent with Oracle’s rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Veritas in any Java Mark.

C. **Source Code.** The Java Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this License Agreement. Source code may not be redistributed unless expressly provided for in the terms of the License Agreement.

D. **Third Party Code.** Additional copyright notices and license terms applicable to portions of the Java Software are set forth in the THIRDPARTYLICENSEREADME.txt file.

E. **Commercial Features.** Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. “Commercial Features” means those features identified in the Java Software documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html”. Nothing in this License Agreement grants any rights to use the Commercial Features of the Java Software.

17.20 **CloudConnectors.** If 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:

A. 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’ 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.

B. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE CLOUD CONNECTOR IS LICENSED “AS IS” AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER.**

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