PRODUCT USE RIGHTS DOCUMENT FOR VELOCITY

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 (referred to 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: Velocity

1. DEFINITIONS.

"Disaster" means an unforeseen occurrence causing the operation of the applicable systems on which the Licensed Software is used for Production Use, or the Licensed Software installed on such systems, to be substantially impaired or prevented, which occurrence may include but is not limited to fires, earthquakes, floods and computer viruses.

"Cold Disaster Recovery Equipment" means a server and/or processor or device on which the Licensed Software may be installed and configured under a Cold Disaster Recovery License, and which is not production use servicing transactions or requiring workloads during periods of Your normal internal business operations.

"Failover Readiness Testing" means testing of the procedures for transferring Your production operation from one server to another.

"Production Use" means any functional operation of the Licensed Software in support of Your normal business operations (such as normal productive use and pre-production testing other than Failover Readiness Testing).

"Service" means cloud-based and/or hosted Veritas service(s), whether as an individual service or as a collective bundle of related services.

"Service Description" means Veritas’ standard, then-current description of a Service’s features, including any product-specific additional terms and requirements, and any accompanying service level targets (“SLA”), if applicable.

"Terabyte" means 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.

"Testing Day" means a period of twenty-four (24) consecutive hours, or any lesser portion of such twenty-four (24) hour period.

2. USE RIGHTS AND LIMITATIONS.

2.1. You may use the Licensed Software for the number of Terabytes set forth in the License Instrument.

2.2. Your use of the Licensed Software may include access to a Service to support Your use of the Licensed Software. Your use of a Service is provided subject to the then-current terms and conditions of a Service Description located at https://www.veritas.com/about/legal/license-agreements.
2.3. Section 2 of this License Agreement is hereby deleted in its entirety and replaced with the following:

2. “LICENSE GRANT. Subject to Your compliance with the terms and conditions of this License Agreement, Veritas grants to You the following non-exclusive, non-transferable (except as stated otherwise in Section 16.1) license rights:

a. You may use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in this License Agreement and the applicable License Instrument.

b. Provided that You have a currently effective maintenance/support contract for the Licensed Software, you may install the Licensed Software on Your Cold Disaster Recovery Equipment and (i) You may use such Licensed Software for Failover Readiness Testing purposes for up to a cumulative total of thirty (30) Testing Days in any twelve (12) month period, which use may be concurrent with Your authorized Production Use of the Licensed Software under Section 2(a), and (ii) in the event of a Disaster, You may use such Licensed Software for Production Use at the Use Levels described in this License Agreement and the applicable License Instrument, for a period of up to ninety (90) consecutive calendar days, provided however, that such use may not be concurrent with Your regular Production Use of the Licensed Software under Section 2(a) and does not increase Your total number of licenses to the Licensed Software beyond those which You have purchased and which have been authorized by Veritas as indicated on the applicable License Instrument. The Licensed Software installed on Your Cold Disaster Recovery Equipment and used pursuant to the rights set forth in this subparagraph must be the same version of the Licensed Software You use for Your regular Production Use. In addition, the rights set forth in this subparagraph will automatically terminate in the event that You do not have a valid maintenance/support contract in effect for the Licensed Software.

c. You may make a single uninstalled copy of the Licensed Software for archival purposes.”

3. VELOCITY REST API LICENSE.

3.1. VelocityREST API License. If the Licensed Software You have licensed includes the Velocity REST API (collectively referred to as “API”), Veritas grants to You a non-exclusive, non-transferable license to use the API solely in support of Your use of Licensed Software. This API License shall be in addition to any licenses for the Licensed Software acquired by You under this License Agreement.

3.2. No Redistributable Code. The Velocity API shall only be used by You for Your internal use, except as expressly provided in this License Agreement, and may be not be distributed, alone or as integrated with any other code or product, by You in any manner whatsoever to any third party.

3.3. NO WARRANTY.

3.3.1. Warranty Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE VELOCITY API IS PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. THE VELOCITY API IS PROVIDED GRATUITOUSLY AND, ACCORDINGLY, VERITAS SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE VELOCITY API. VERITAS WILL NOT PROVIDE DEVELOPER, ENGINEERING OR ANY TECHNICAL SUPPORT FOR THE VELOCITY API AND WILL NOT ISSUE UPDATES, UPGRADES, OR ENHANCEMENTS TO THE VELOCITY API.

3.3.2. Disclaimer of Damages. 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 WILL VERITAS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR
LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE VELOCITY API EVEN IF VERITAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.3.3. Development Disclaimer. THE VELOCITY API ALLOWS YOU TO PREPARE API CODE WHICH OPERATES IN CONJUNCTION WITH LICENSED SOFTWARE. VERITAS SHALL NOT BE RESPONSIBLE FOR YOUR APPLICATIONS OR ANY DEVELOPMENT AND PROGRAMMING ACTIVITIES UNDERTAKEN BY YOU. UNLESS YOU USE THE APPROPRIATE DEGREE OF SKILL AND CARE IN YOUR DEVELOPMENT AND PROGRAMMING ACTIVITIES, YOUR API CODE MAY CAUSE ERRORS OR PROBLEMS IN THE USE OR OPERATION OF LICENSED SOFTWARE. YOU MAY USE THE VELOCITY API TO DEVELOP AND USE APPLICATIONS AT YOUR SOLE RISK AND VERITAS SHALL HAVE NO LIABILITY FOR ANY FAILURE OF THE LICENSED SOFTWARE AND/OR OTHER VERITAS SOFTWARE BASED ON YOUR FAILURE TO PROPERLY DEVELOP, PROGRAM, INSTALL, CONFIGURE AND MONITOR YOUR API CODE SOLUTION.

3.4 No Maintenance Support. Veritas does not and has no obligation under the License Agreement and this Document to provide maintenance/support for the Velocity API.

4. 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, personal information about You, Your devices or systems or Your software usage. Veritas uses 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 at https://www.veritas.com/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.

5. ORACLE. The Licensed Software may include programs developed or marketed by Oracle America, Inc and its affiliates ("Oracle Programs"). Your use of the Oracle Programs is subject to the following limitations:

5.1. The Oracle Programs are provided ‘as-is’ without warranty of any kind.

5.2. No technical support will be provided to You for the Oracle Programs.

5.3. To the extent permitted by applicable law, You agree that Oracle shall have no 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 Oracle Programs.

5.4. You may not publish any results of benchmark tests run on the Oracle Programs.

5.5. Oracle America, Inc. is a third-party beneficiary of this License Agreement.

5.6. 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 this License Agreement.

5.7. You have no authority to assume or create any obligation, express or implied, on behalf of Oracle, nor to represent Oracle as agent, employee, franchisee, or in any other capacity. Nothing in this Agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally
similar to the other party’s products, so long as proprietary information of the other party is not included in such software.

6. **EXCLUDED SOFTWARE.** The Licensed Software includes Red Hat Enterprise Linux, which is provided by Red Hat, Inc. Your use of the Red Hat Enterprise Linux component, including updates thereto, is subject to the terms of the Red Hat, Inc. “END USER LICENSE AGREEMENT RED HAT® ENTERPRISE LINUX® AND RED HAT® APPLICATIONS”, a copy of which is provided herein.

Velocity_2.9_7November2017
END USER LICENSE AGREEMENT
RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement (“EULA”) governs the use of any of the versions of Red Hat Enterprise Linux, certain other Red Hat software applications that include or refer to this license, and any related updates, source code, appearance, structure and organization (the “Programs”), regardless of the delivery mechanism.

1. License Grant. Subject to the following terms, Red Hat, Inc. (“Red Hat”) grants to you a perpetual, worldwide license to the Programs (most of which include multiple software components) pursuant to the GNU General Public License v.2. The license extends to all Programs, each subsequent copy, and any object or executable code or object-oriented framework resulting from mechanical translation or transformation or in any other way. The license applies to the object code, executable code, source code, any non-source text format representation of the contents of the source code, any combination of object code or executable code with non-source text format representation of the contents of the source code, and any combination of object code or executable code with object code or executable code. The license applies to each object or executable code or object-oriented framework resulting from mechanical translation or transformation or in any other way, including binary object code that is produced only as a consequence of the translation or transformation of the source code. The license applies to any object or executable code or object-oriented framework incorporating a combination of object code or executable code with any such combination, even if such object code or executable code and object-oriented framework incorporation is included in a larger computer software project.

2. Intellectual Property Rights. The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The "Red Hat" trademark and the "Shadowman" logo are registered trademarks of Red Hat in the U.S. and other countries. This EULA does not permit you to distribute the Programs or their components using Red Hat's trademarks, regardless of whether the copy has been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution, or (b) you remove and replace all occurrences of Red Hat trademarks. Modifications to the software may corrupt the Programs. You should read the information found at http://www.redhat.com/about/corporate/trademark/ before distributing a copy of the Programs.

3. Limited Warranty. Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed “as is” without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrants that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.

4. Limitation of Remedies and Liability. To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates’ liability, an authorized distributor’s liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.

5. Export Control. As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department’s Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and
export or transfers the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-
annual reports to the Commerce Department’s Bureau of Industry and Security, which include the name and address (including
country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export
of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for
compliance with any such import, use, or export restrictions.

6. Third Party Programs. Red Hat may distribute third party software programs with the Programs that are not part of the Programs.
These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their
own license terms. The license terms either accompany the third party software programs or can be viewed at
http://www.redhat.com/licenses/thirdparty/eula.html. If you do not agree to abide by the applicable license terms for the third party
software programs, then you may not install them. If you wish to install the third party software programs on more than one system
or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party
software programs.

7. General. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be
affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of
New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to

Copyright © 2010 Red Hat, Inc. All rights reserved. “Red Hat” and the Red Hat “Shadowman” logo are registered trademarks of Red Hat, Inc. “Linux” is a registered trademark of
Linus Torvalds. All other trademarks are the property of their respective owners.