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B. "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.

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 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.

D. "Cold Disaster Recovery License" or "Cold DR License" means a copy of the Licensed Software deployed on Cold Disaster Recovery Equipment granted by Symantec for the sole purpose of use by a customer in accordance with the requirements described above in the event of a Disaster.

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

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

G. "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.

H. "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.

I. "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.

J. "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.

K. "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.

L. "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.

M. "Terabyte" is defined as the total aggregate amount of uncompressed data storage capacity and/or computer memory that is managed by the Licensed Software. One Terabyte is equal to 1,024 gigabytes of data.

N. "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 Symantec that the Processor is licensed on a per-core basis, the number of processors shall be counted as the total number of cores such that a processor with "x" cores is counted as "x" processors.

17.2 USE LEVELS. These license provisions shall apply to Your use of the Licensed Software (unless licensed as a Capacity Edition license or as otherwise specified herein):

A. 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.

B. 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.

C. Capacity Edition. If the Licensed Software You have licensed was licensed as a Capacity Edition, You may use an unlimited number of Backup Exec agents and options. The Capacity Edition license is measured by the "Per Terabyte" license for the number of Front End Terabytes to be protected or archived. By way of example only, if You need the components of a Capacity License 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. You may also obtain and use different levels of Capacity Edition licenses in the same Backup Exec environment.



D. 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, 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. The Backup Exec V-Ray Edition license is measured by the "Per Processor" license for the number of populated processor sockets present on the VMware ESX(i) or Microsoft Hyper-V host. By way of example, if you have a system with a single socket with a 4 core processor you will need to license Backup Exec V-Ray Edition for a single processor socket. You may also obtain and use different levels of Backup Exec V-Ray Edition licenses in the same Backup Exec environment.

17.3 Cold Disaster Recovery 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 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:

A. The product, product version and duration of the Cold Disaster Recovery License and the underlying production license of the Licensed Software must be identical.

B. 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.

C. 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.

D. Except as set forth in Section 17.3.E below, 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.

E. You may use Cold Disaster Recovery 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 Disaster Recovery 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 Symantec in writing for a transfer of the production license to the Disaster Recovery Site in accordance with Symantec's then-current transfer policies. Fees may be applicable to any such transfers.

17.4 Backup Exec Agent - Windows. You may use each individual licensed copy of the Backup Exec Agent for Windows to protect a single Windows Server or Node, whether physical or virtual, using the associated Backup Exec Agent for Windows at any one time over the network.

17.5 Backup Exec Agent - Mac or Linux. For the purpose of enabling system access in order to protect a single active Mac or Linux Node, whether physical or virtual, at any one time over a network, You may use an individual licensed copy of the Backup Exec Agent for Mac, or the Backup Exec Agent for Linux. You may also use one associated Backup Exec Agent for Windows, or Agent for Linux, which is enabled per serialized Backup Exec database agent or option during installation, to protect the specific Server or Node, whether physical or virtual, where the serialized database agent or option is installed.

17.6 Backup Exec Enterprise Server. 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 Managed Backup Exec Server Environment, whether physical or virtual, at any one time.

A. 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).

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

C. 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 (tape, disk, or NDMP appliance) on the SAN.



D. You may enable multiple Servers running the Licensed Software on a SAN to use common Library Expansion Option (LEO), VTL Unlimited Drive Option (VUDO) or virtual, 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.

17.7 Backup Exec Agent for Applications and Databases. If the Licensed Software You have licensed includes the Backup Exec Agent for Applications and Databases, You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases on 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. The following license provisions shall apply:

- A. **Backup Exec Agent - 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 Applications and Databases 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 Agent for Windows license.
- B. **Backup Exec Agent - 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 Applications and Databases is installed and an Active Directory Domain Controller is protected.
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- D. **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.
- E. **Backup Exec Agent – 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.
- F. **Backup Exec Agent – Lotus Domino 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 Lotus Domino Server. An individual licensed copy of Backup Exec Agent for Applications and Databases is required for each separate instance of Lotus Domino Server to be protected in an environment.
- G. **Backup Exec Agent – 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 SQL Server. An individual licensed copy of Backup Exec Agent for Applications and Databases is required for each separate instance of SQL Server to be protected in an environment.

17.8 Storage Devices. 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.



- 17.9 **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.
- 17.10 **Backup Exec Agent – Windows XP.** You may use the Agent for Windows on Windows XP workstations to protect an unlimited number of Nodes connected to the Server running the Licensed Software.
- 17.11 **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.
- 17.12 **Backup Exec Microsoft Operations Manager; Microsoft System Center Operations Manager.** You may use an unlimited number of the Backup Exec Microsoft Operations Manager (MOM) Management Pack and/or Microsoft System Center Operations Manager to centrally monitor the Licensed Software on an unlimited number of Servers.
- 17.13 **Backup Exec Agent for VMware and Hyper-V - VMware.** You may use a single Backup Exec Agent for VMware and Hyper-V license to protect a single VMware ESX host server at any one time, and such host server may protect an unlimited number of guest virtual machines that reside on the licensed VMware ESX host system. Each VMware ESX host server 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 a VMware ESX host server that has been licensed with a Backup Exec Agent for VMware and Hyper-V license without purchasing additional licenses for those Agents. Other applications running in guest virtual machines require separately licensed Backup Exec Agents for such applications.
- 17.14 **Backup Exec Agent for VMware and Hyper-V - Microsoft.** You may use a single Backup Exec Agent for VMware and Hyper-V license to protect a single Microsoft Hyper-V host at any one time, and such host server may protect an unlimited number of guest virtual machines that reside on the licensed Hyper-V host system. Each Microsoft Hyper-V host that manages the guest virtual machines requires a Backup Exec Agent for VMware and Hyper-V license. The Backup Exec Agent for VMware and Hyper-V license allows for additional Backup Exec Agent for Windows and Remote Agent for Linux to be used in each guest virtual machine running on a Microsoft Hyper-V host that has been licensed with a Backup Exec Agent for VMware and Hyper-V license without purchasing additional licenses for those Agents. Other applications running in guest virtual machines require separately licensed Backup Exec Agents for such applications.
- 17.15 **Backup Exec Remote Media Agent - Linux Servers.** 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.
- 17.16 **Backup Exec Storage Provisioning Option.** You may use each individual licensed copy of the Backup Exec Storage Provisioning Option (SPO) on a single active Server running the Licensed Software, whether physical or virtual, at any one time.
- 17.17 **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.
- 17.18 **Backup Exec VTL Unlimited Drive Option.** You may use each individual licensed copy of the Backup Exec VTL Unlimited Drive Option (VUDO) on a single active Server running the Licensed Software, whether physical or virtual, at any one time.
- 17.19 **Backup Exec File System Archiving Option.** You may use each individual licensed copy of the Backup Exec File System Archiving Option on a single active File Server protected by the Licensed Software, at any one time. Remote file servers will require the purchase of an Agent for Windows to function.
- 17.20 **Backup Exec Exchange Mailbox Archiving Option.** You may use each individual licensed copy of the Backup Exec Exchange Mailbox Archiving Option (BEAO) on any active Server running the Licensed Software, whether physical or virtual, and can enable archiving of specified user mailbox data up to the licensed user count. The Backup Exec Exchange Mailbox Archiving Option requires the purchase of the Backup Exec Agent for Applications and Databases for each Exchange server where archived data originates.
- 17.21 **Simplified Disaster Recovery.** You may only use the Backup Exec Simplified Disaster Recovery (SDR) on Your Devices running Microsoft Windows operating system software, provided that the primary purpose of such Devices is to provision personal computers running Microsoft Windows operating system software. Additionally, You may only use SDR to perform the following tasks: (1) for provisioning of Devices preinstalled with Microsoft Windows operating system software by parties who are authorized Microsoft OEMs operating under a valid and active OEM license agreement with Microsoft Licensing,



G.P., or (2) for maintaining on a server-class machine images of the Windows operating system which are to be preinstalled on computers where the maintenance consists of applying security updates, software patches or OEM customizations.

17.22 Simplified Disaster Recovery Disk. If the Licensed Software You have licensed includes the Simplified Disaster Recovery Disk ("referred to in this Section as the "Component") the following uses and restrictions apply to the Licensed Software:

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 Symantec in accordance with Symantec's then-current support guidelines.

B. THE COMPONENT CONTAINS A TIME-OUT FEATURE THAT WILL AUTOMATICALLY RE-BOOT THE DEVICE AFTER SEVENTY-TWO HOURS OF CONTINUOUS USE. THIS TIME-OUT FEATURE WILL RESET EACH 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.

Windows® is a registered trademark of Microsoft Corporation.

17.23 ORACLE OUTSIDE IN TECHNOLOGY. The Licensed Software may include the Oracle Outside In Technology software product (the "Oracle Software"). Such Oracle Software is subject to a restricted license, may not be accessed/used directly, and may only be accessed/used via the Licensed Software. The Oracle Software may include source code that Oracle may provide as part of its standard shipment of such Oracle Software, and such source code shall be governed by the terms of this License Agreement. To the extent permitted by applicable law, Oracle shall have no liability to You for damages, whether direct, indirect, incidental, or consequential, regarding Your use of the Oracle Software. Oracle is a third party beneficiary to this Agreement. Furthermore, the following additional terms and conditions apply to Your use of the Oracle Software: (i) You may not publish any results of benchmark tests run on the Oracle Software and (ii) the terms and conditions of the Uniform Computer Information Transaction Act (UCITA) are hereby expressly disclaimed and shall not have any applicability with respect to the interpretation of this License Agreement.

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

17.25 PRIVACY; DATA PROTECTION. As an essential function of the Software, Symantec may collect certain non-personal information from Your system for the purpose of product administration and analysis. This information will not be correlated with any personal information. By using the Software, You acknowledge that Symantec may collect, transmit, store, disclose and analyze such information for these purposes. The collected information may be transferred to the Symantec group in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the European Union), but Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection. Symantec may disclose the collected information if asked to do so by a law enforcement official as required or permitted by law or in response to a subpoena or other legal process.

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

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