SYMANTEC SOFTWARE LICENSE AGREEMENT


1. DEFINITIONS.

“Content Updates” means content used by certain Symantec products which is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam rules for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated intrusion detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products.

“Documentation” means the user documentation Symantec provides with the Licensed Software.

“License Instrument” means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Symantec license certificate or a similar license document issued by Symantec, or a written agreement between You and Symantec, that accompanies, precedes or follows this License Agreement.

“Licensed Software” means the Symantec software product, in object code form, accompanying this License Agreement, including any Documentation included in, or provided for use with, such software or that accompanies this License Agreement.

“Support Certificate” means the certificate sent by Symantec confirming Your purchase of the applicable Symantec maintenance/support for the Licensed Software.

“Upgrade” means any version of the Licensed Software that has been released to the public and which replaces the prior version of the Licensed Software on Symantec’s price list pursuant to Symantec’s then-current upgrade policies.

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2.1 TERM. The term of the Licensed Software license granted under this License Agreement shall be perpetual (subject to Section 14) unless stated otherwise in Section 17 or unless You have obtained the Licensed Software on a non-perpetual basis, such as, under a subscription or term-based license for the period of time indicated on the applicable License Instrument. If You have obtained the Licensed Software on a non-perpetual basis, Your rights to use such Licensed Software shall end on the applicable end date as indicated on the applicable License Instrument and You shall cease use of the Licensed Software as of such applicable end date.

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5. **CONTENT UPDATES.** If You purchase a Symantec maintenance/support offering consisting of or including Content Updates, as indicated on Your Support Certificate, You are granted the right to use, as part of the Licensed Software, such Content Updates as and when they are made generally available to Symantec's end user customers who have purchased such maintenance/support offering and for such period of time as indicated on the face of the applicable Support Certificate. This License Agreement does not otherwise permit You to obtain and use Content Updates.

6. **UPGRADES/CROSS-GRADES.** Symantec reserves the right to require that any upgrades (if any) of the Licensed Software may only be obtained in a quantity equal to the number indicated on the applicable License Instrument. An upgrade to an existing license shall not be deemed to increase the number of licenses which You are authorized to use. Additionally, if You upgrade a Licensed Software license, or purchase a Licensed Software license listed on the applicable License Instrument to cross-grade an existing license (i.e. to increase its functionality, and/or transfer it to a new operating system, hardware tier or licensing meter), then Symantec issues the applicable Licensed Instrument based on the understanding that You agree to cease using the original license. Any such license upgrade or cross-grade is provided under Symantec's policies in effect at the time of order. This License Agreement does not separately license You for additional licenses beyond those which You have purchased, and which have been authorized by Symantec as indicated on the applicable License Instrument.

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7.1. **MEDIA WARRANTY.** If Symantec provides the Licensed Software to You on tangible media, Symantec warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Symantec will replace any defective media returned to Symantec within the warranty period at no charge to You. The above warranty is inapplicable in the event the Licensed Software media becomes defective due to unauthorized use of the Licensed Software. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

7.2. **PERFORMANCE WARRANTY.** Symantec warrants that the Licensed Software, as delivered by Symantec and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by You to Symantec within the ninety (90) day warranty period, Symantec will do one of the following, selected at Symantec's reasonable discretion: either (i) repair the Licensed Software, (ii) replace the Licensed Software with software of substantially the same functionality, or (iii) terminate this License Agreement and refund the relevant license fees paid for such non-compliant Licensed Software. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

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9. 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 WILL SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC’S LIABILITY EXCEED THE FEES YOU PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT SYMANTEC’S LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES.

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15. **SURVIVAL.** The following provisions of this License Agreement survive termination of this License Agreement: Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Restricted Rights, Export Regulation, Survival, and General.

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16.1. **ASSIGNMENT.** You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec’s prior express written consent.

16.2. **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software.

16.3. **AUDIT.** An auditor, selected by Symantec and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Licensed Software complies with this License Agreement and the applicable License Instrument. Symantec shall bear the costs of any such audit, except where the audit demonstrates that the Manufacturer’s Suggested Reseller Price (MSRP) value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse Symantec for the auditor’s reasonable actual fees for such audit.

16.4. **GOVERNING LAW; SEVERABILITY; WAIVER.** If You are located in North America or Latin America, this License Agreement will be governed by the laws of the Stale of California, United States of America. If You are located in China, this License Agreement will be governed by the laws of the Peoples Republic of China. Otherwise, this License Agreement will be governed by the laws of England. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

16.5. **THIRD PARTY PROGRAMS.** This Licensed Software may contain third party software programs (“Third Party Programs”) that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs.

16.6. **CUSTOMER SERVICE.** Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Enterprise Customer Care, 555 International Way, Springfield, Oregon 97477, U.S.A., (ii) Symantec Enterprise Customer Care Center, PO BOX 5689, Dublin 15, Ireland, or (iii) Symantec Enterprise Customer Care, 1 Julius Ave, North Ryde, NSW 2113, Australia.

16.7. **ENTIRE AGREEMENT.** This License Agreement and any related License Instrument are the complete and exclusive agreement between You and Symantec relating to the Licensed Software and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This License Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. This License Agreement may only be modified by a License Instrument that accompanies or follows this License Agreement.

17. **ADDITIONAL TERMS AND CONDITIONS.** Your use of the Licensed Software is subject to the terms and conditions below in addition to those stated above.

17.1 **DEFINITIONS.**

A. “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 Symantec. Notwithstanding any other provision of this Agreement, the license meter for any component in a Capacity Edition license shall be based on the Front End Terabytes. You are only authorized to use Licensed Software in a Capacity Edition license in a Backup Exec environment if such environment only includes Licensed Software licensed for Front End Terabytes.

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. “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.

K. “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.

L. “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.

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. “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.

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. General Rights. 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. Agents and Options. 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 may be installed without the requirement of a separate license. The Backup Exec V-Ray Edition license is measured by the "Per CPU" 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 for two to six cores. If you have a system with a single processor socket having eight or more cores, you must license Backup Exec V-Ray Edition for a single processor socket for eight or more cores. You may also obtain and use different levels of Backup Exec V-Ray Edition licenses in the same Backup Exec environment.

The Backup Exec V-Ray Edition is licensed to protect only Virtual Machines and the Virtual Hosts on which they reside, unless additional Backup Exec Agents and/or Options are licensed to provide protection for physical systems. By way of example, if you have a physical system running Oracle database software you will need to obtain a license for the Backup Exec Agent for Applications and Databases in order to protect the physical server running the Oracle database and the Oracle application in conjunction with the Backup Exec Media Server that is licensed with the Backup Exec V-Ray Edition.

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.

When a single Virtual Host has multiple Processors, the Backup Exec Media Server, Agent for VMware and Hyper-V, Agent for Applications and Databases and Deduplication Option can be deployed on a per Processor ratio; these deployed Backup Exec components are limited to protect Virtual Machines and the hosts on which they reside as previously defined. By way of example, if you have a Virtual Host that contains two (2) processors you are licensed to deploy two (2) Backup Exec Media Servers along with the Deduplication Option, Agent for Applications and Databases and Agent for VMware and Hyper-V; the two (2) Backup Exec Media Servers are licensed to protect the single two (2) processor Virtual Host and Virtual Machines that reside on that Virtual Host. In order to utilize the two (2) Backup Exec Media Servers to protect any other resources, additional licenses are required that are consistent with aforementioned use levels of the Backup Exec V-Ray Edition.


If you choose to use the Backup Exec Small Business Edition to protect a supported operating system other than Microsoft Small Business Server, You may use a single Backup Exec Small Business Edition per Server License to protect a single server. Your use of a per Server license of the Backup Exec Small Business Edition is limited to no more than three (3) servers. To protect an additional two (2) servers, You must acquire two (2) licenses of the Backup Exec Small Business Edition Agent for Windows, Agent for Windows, Agent for Linux, or the Agent for Mac.

F. **Subscription.** 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 notwithstanding any other provision of Section 2 of this Agreement, your license to use the Licensed Software shall terminate at the end of the applicable license term or period.

G. **Meters.** The Licensed Software that may be governed by this Agreement is licensed on the following Use Levels:

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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 for 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 on any one time over the network. 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.

17.5 **Backup Exec Agent for Mac or Backup Exec Agent for 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 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 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), 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 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 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 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 Applications and Databases is installed and an Active Directory Domain Controller is protected.

C. Backup Exec Agent for Applications and Databases– Symantec 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 Symantec 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 Agent for Windows license. For the purposes of Migration, a single copy of the Agent for Applications and Databases is sufficient on each Media Server utilized to migrate Enterprise Vault data to tape.

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 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.

F. Backup Exec Agent for Applications and Databases– 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 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 Server running the SQL Server product 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 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.

17.11 **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.

17.12 **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.

17.13 **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.

17.14 **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.

17.15 **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.

17.16 **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.

17.17 **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.

17.18 **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.

17.19 **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.

17.20 **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.
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17.22 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.

17.23 PRIVACY AND DATA COLLECTION.

A. Optional Data Collected. Depending on the configurations or settings You chose and/or any optional features included with the Licensed Software that You enabled during Your installation of the Licensed Software, the Licensed Software will to collect from Your environment and transmit to Symantec data, which may include, without limitation (“Optional Information”):
   i. Product name, version and build
   ii. Operating system and device information
   iii. Installation configuration and license statistics/information
   iv. Backup job statistics/information
   v. Feature/Agent usage information

If submitted, the Optional Information will be used for the purpose of: (i) enabling and optimizing the performance of the Licensed Software, (ii) internal research and development, including improving Symantec's products and services, and/or (iii) statistical analysis of product deployment, including analysis of trends and comparison in the aggregated install base. Submission of the Optional Information is not required and You will be able to use the Licensed Software even if You do not submit the Optional Information to Symantec.

B. Technical Support. In the event that You provide information to Symantec in connection with a technical support request (“Technical Support Information”), such information will be processed and used by Symantec for the purpose of providing the requested technical support, including performing error analysis.

C. Sharing and Transfer. In order to promote awareness, detection and prevention of internet security risks, Symantec may share the information collected through the Licensed Software and/or the Technical Support Information (the “Collected Information”) with research organizations and other security software vendors. Symantec may also use statistics derived from the Collection Information through the Licensed Software or submitted by You, to track and publish reports on security risk trends.

The Collected Information may be transferred to Symantec Corporation, its affiliates and contractors 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) and will be stored and processed manually and electronically through global systems and tools for the purposes above. The Collected Information may be accessible by Symantec employees or contractors on a need-to-know basis, exclusively to be used in accordance with the purposes described above. For the same purposes the Collected Information may be shared with partners and vendors that process information on behalf of Symantec. Symantec has taken steps so that the Collected Information, if transferred, receives an adequate level of protection.

D. Your Obligation to Personal Information. It is Your responsibility to ensure that any disclosure by You to Symantec of personal information of Your users or third parties is in compliance with national laws governing the collection, use and protection of personal information applicable to Your country or region of operation. In particular, it is Your responsibility to inform users and third parties that You are providing their information to Symantec, to inform them of how it will be used and to gather appropriate consents required for such transfer and use.

E. Disclosures to Law Enforcement. Subject to applicable laws, Symantec reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to Your use of the Licensed Software. This means that Symantec may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.

F. Contacting Symantec about Your Privacy. For any inquiry about in the Collected Information or about Symantec's privacy policies, please contact us at privacy@symantec.com.