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17.1 DEFINITIONS.

17.1.1 Symantec Appliance: For purposes of this License Agreement, if you have purchased Hardware and Backup Exec is included on such Hardware, You may only use Backup Exec installed on such Hardware for the server computing capacity and Usable Storage Capacity configured by Symantec and as made available by Symantec to support such Hardware (the "Symantec Appliance").

17.1.2 Usable Storage Capacity: "Usable Storage Capacity" means the disk storage capacity from the integrated redundant disk array ("RAID") included in the Hardware and the RAID level configured by Symantec for the applicable hardware unit.

17.1.3 Server: A "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.

17.1.4 Disk Storage Device: A "Disk 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.

17.1.5 Domain Controller: A "Domain Controller" is defined as a server on a Microsoft Windows-based network that is responsible for allowing host access to Windows domain resources, storing user account information, user authentication, and security policy enforcement for a Windows domain.

17.1.6 Node: A "Node" is defined as unique network or machine addresses, such as an internet protocol or MAC address, that is monitored by the Software.

17.2 USE LEVELS. For the Backup Exec Total Protection Appliance Edition, these additional license provisions shall apply

17.2.1 You may use each individual copy of the Licensed Software and related documentation on a the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition to perform data backup of physical or virtual servers up to the Usable Storage Capacity of the applicable Symantec Appliance.

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17.2.9 You may connect to any Symantec Appliance running Backup Exec Total Protection Appliance Edition supported "stand alone" Disk Storage Devices (e.g., disk, removable disk drives, etc.) for the purposes of protecting such stand alone Disk storage Devices

17.2.10 If you have separately purchased a license of the Backup Exec NDMP Option, You may use each separately purchased individual licensed copy of asuch software on on a single active Server running Backup Exec Total Protection Appliance Edition, 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 or Symantec Appliance running Backup Exec.

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17.2.12 You may use the Agent for Windows Systems on Windows XP workstations to protect an unlimited number of Nodes connected to the Server running Backup Exec.

17.2.13 You may use an unlimited number of the Backup Exec Remote Administration Utility to remotely administer an unlimited number of Servers running Backup Exec

17.2.14 You may use an unlimited number of the Backup Exec Microsoft Operations Manager (MOM) Management Pack to centrally monitor Backup Exec on an unlimited number of Servers

17.2.15 You may use the included Backup Exec Agent for VMware Virtual Infrastructure (AVVI) software made available with the purchase of a Symantec Appliance to protect any VMware ESX host Server by the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition, 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 can utilize the Backup Exec AVVI license regardless of the specific VMware ESX host on which the guest virtual machines are running. The Backup Exec AVVI license allows for additional Backup Exec Agent for Windows System (AWS), Remote Agent for NetWare Servers (RANW), and Agent for Remote Linux and Unix Servers (RALUS) to be used in each guest virtual machine running on a VMware ESX host server that has been licensed with a Backup Exec AVVI license without purchasing additional licenses for those Agents. Other applications running in guest virtual machines can utilize any included licensed Backup Exec Agents for such applications to protect those applications solely by the Symantec Appliance running Backup Exec.

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17.2.18 You may use the included licensed copy of the Backup Exec Agent for Oracle on Windows or Linux Servers software made available with the purchase of a Symantec Appliance for each separate instance of Oracle or Oracle RAC to be protected in an environment by the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition.

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17.2.20 If you have separately purchased a license of the Backup Exec VTL Unlimited Drive Option (VUDO), You may use each separately purchased individual licensed copy of such Software per Server or Symantec Appliance running Backup Exec Total Protection Appliance Edition, whether physical or virtual, at any one time.

17.4 FEEDBACK.

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17.6 PRIVACY; DATA PROTECTION FOR CALL HOME FUNCTIONS.

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If you have enabled the "Call Home" feature, You may be provided with the opportunity to submit the following information: Your contact name, contact email address, contact telephone number and other personally identifiable information. Submitting this information is totally discretionary on Your part and is elective. If You do not wish to provide such information, please do not provide this information to Symantec.

Symantec will not delete the log information that has already been submitted, which will remain the property of Symantec.

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WINDOWS STORAGE SERVER 2008 STANDARD

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 - Terminal Services. This function enables devices to use server software, or other software used with the server software to provide similar services. Terminal Services may be used only to the extent required to manage the server Software in Remote Administration Mode.
 - Network Load Balancing Services.
 - Any use of the following features or functions:
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 - Active Directory Certificate Services
 - Active Directory Federation Services
 - Active Directory Rights Management Services
 - Application Server
 - DNS Server
 - Hyper-V
 - Network Policy and Access Services
 - UDDI Services
 - Windows Deployment Services



- c. **Limitation on Functions Supported by the Software.** Symantec licenses you to use the server software to support only the base functions as provided and installed on this server. You are not licensed to use the server to run or support
- i. enterprise database software (such as Microsoft SQL Server), except non-enterprise engines such as Microsoft SQL Server 2005 Express Edition. The server software also may run or support enterprise database engines (including Microsoft SQL Server) that are integrated in and used only to support the server software as part of the specific use for which Symantec designed this server,
 - ii. enterprise resource planning (ERP) software,
 - iii. messaging or enterprise mail,
 - iv. Microsoft Exchange or Microsoft SharePoint Portal Server,
 - v. team collaboration software, and/or
 - vi. web-based time management applications that address appointment, meeting and other calendar items.

These limitations do not restrict use of the server for data management (such as providing storage and backup functions) for the software identified above.

- e. **No CALs Required.** Devices that access or use functions of server software licensed under these license terms do not require a client access license (CAL). Obtaining a CAL for any Microsoft product does not grant you rights to use functions of the server software not licensed under these license terms.

3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Symantec and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact Symantec. Except and only to the extent permitted by applicable law despite these limitations, you may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

You may use remote access technologies in the software such as Remote Desktop to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

4. **DATA STORAGE TECHNOLOGY.** The server software includes data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.
5. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.
- a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit <http://go.microsoft.com/fwlink/?linkid=34493>. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.
 - b. **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.
 - **Windows Update Feature.** You may connect new hardware to the device when you run the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and run it on your device. You can switch off this update feature.



- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- Malicious Software Removal/Clean On Upgrade. Before installation of the software, the software will check and remove certain malicious software listed at <http://www.support.microsoft.com/?kbid=890830> ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at <http://www.support.microsoft.com/?kbid=890830>.
- Network Connectivity Status Icon. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- Windows Time Service. This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- c. Use of Information. Microsoft may use the computer information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.
- d. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
- 6. **BENCHMARK TESTING**. The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.
- 7. **NOTICES ABOUT THE MPEG-4 VISUAL STANDARD**. The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; www.mpegla.com.



8. **NOTICE ABOUT THE VC-1 VISUAL STANDARD.** This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD ("VC-1 VIDEO") OR (B) DECODE VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

9. **SECONDARY BOOT AND RECOVERY COPIES OF THE SOFTWARE.**

a. **Secondary Boot Copy.** If a secondary boot copy of the server software is installed on the server, you may access, boot from, display and run it solely in the event of a failure, malfunction, or corruption of the primary operating copy of the server software, and only until the primary operating copy has been repaired or reinstalled. You are not licensed to boot from and use both the primary operating copy and the secondary boot copy of the server software at the same time.

b. **Recovery Copy.** You may use recovery copy solely to repair or reinstall the server software on the server.

10. **LEASED HARDWARE.** If you lease the server from Symantec, the following additional terms shall apply: (i) you may not transfer the software to another user as part of the transfer of the server, whether or not a permanent transfer of the software with the server is otherwise allowed in these license terms; (ii) your rights to any software upgrades shall be determined by the lease you signed for the server; and (iii) you may not use the software after your lease terminates, unless you purchase the server from Symantec.
11. **NO RENTAL.** You may not rent, lease, lend, or provide commercial hosting services with the software.
12. **PRODUCT SUPPORT.** Contact Symantec for support options. Refer to the support number provided with the device.
13. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.
14. **PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in Symantec's software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see <http://www.howtotell.com>.
15. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.
16. **NOT FAULT TOLERANT.** The software is not fault tolerant. Symantec installed the software on the device and is responsible for how it operates on the device.
17. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.
18. **NO WARRANTIES FOR THE SOFTWARE.** The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, Symantec and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.
19. **LIABILITY LIMITATIONS.** You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.



It also applies even if Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

20. **EXPORT RESTRICTIONS**. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

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