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"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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11. **SOFTWARE EVALUATION.** If the Licensed Software is provided to You for evaluation purposes and You have an evaluation agreement with Symantec for the Licensed Software, Your rights to evaluate the Licensed Software will be pursuant to the terms of such evaluation agreement. If You do not have an evaluation agreement with Symantec for the Licensed Software and if You are provided the Licensed Software for evaluation purposes, the following terms and conditions shall apply. Symantec grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Licensed Software solely for internal non-production evaluation. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Licensed Software or (ii) sixty (60) days from the date of Your initial installation of the Licensed Software, if no such evaluation period is pre-determined in the Licensed Software ("Evaluation Period"). The Licensed Software may not be transferred and is provided "AS IS" without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Licensed Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Licensed Software Evaluation Period, You will cease use of the Licensed Software and destroy all copies of the Licensed Software. All other terms and conditions of this License Agreement shall otherwise apply to Your evaluation of the Licensed Software as permitted herein.

12. **U.S. GOVERNMENT RESTRICTED RIGHTS.** For U.S. government procurements, the contractor's products are commercial items, as defined in FAR 2.101, and the technical data associated with the contractor's commercial items is subject to the limited rights restrictions defined in FAR 52.227-14 "Rights in Data - General" and DFARS 252.227-7015, "Technical Data - Commercial Items", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the technical data pertaining to the contractor's commercial items by the U.S. government shall be solely in accordance with the terms of this Agreement.

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14. **TERMINATION.** This License Agreement shall terminate upon Your breach of any term contained herein. Upon termination, You shall immediately stop using and destroy all copies of the Licensed Software.

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. 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 State 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.

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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 is the complete and exclusive agreement between You and Symantec relating to the Licensed Software and supersedes 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.

17. ADDITIONAL TERMS AND CONDITIONS FOR SYMANTEC BACKUP EXEC SOFTWARE. If your Hardware contains the Symantec Backup Exec ("Backup Exec") product, Your use of Backup Exec 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. 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").

N. "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.

O. "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.

P. "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. For Symantec Backup Exec 3600 Appliances, these additional license provisions shall apply to Your use of the Licensed Software (or as otherwise specified herein):

A. You may use each individual copy of the Licensed Software and related documentation on the applicable Symantec Appliance running the Symantec Backup Exec 3600 Appliance Total Protection Suite or Symantec Backup Exec Essential Protection Suite to perform data backup of physical or virtual servers up to the Usable Storage Capacity of the applicable Symantec Appliance.

B. You may use each included individual licensed Backup Exec database agent, remote agent or product option software made available with the purchase of a Symantec Appliance on any separate active Server, whether physical or virtual, to enable that individual Server to be protected by the applicable Symantec Appliance running 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.

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 the included licensed copy of the Backup Exec Agent for Windows Systems software made available with the purchase of a Symantec Appliance to protect any separate Windows Server or Node, whether physical or virtual, by the applicable Symantec Appliance running the Symantec Backup Exec 3600 Appliance Total Protection Suite or Backup Exec 3600 Essential Protection Suite.



17.5 BACKUP EXEC AGENT – MAC OR LINUX. You may use the included licensed copy of the Backup Exec Agent for Mac, or the Backup Exec Agent for Linux s software made available with the purchase of a Symantec Appliance for the purpose of enabling system access in order to protect any separate active Mac or Linux Server or Node, whether physical or virtual, by the applicable Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite or Backup Exec 3600 Essential Protection Suite.

17.6 BACKUP EXEC ENTERPRISE SERVER OPTION. If the Licensed Software You have licensed includes the Backup Enterprise Server Option (“ESO”) (formerly Central Admin Server Option-CAS), 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 Enterprise Server Option. Each ESO 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 the included licensed copy of the Backup Exec Agent for Applications and Databases software made available with the purchase of a Symantec Appliance on any separate active server, whether physical or virtual, to enable protection by the applicable Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite or Symantec Backup Exec 3600 Appliance Essential Protection Suite. Alternately, the following license provisions shall apply:

A. Backup Exec Agent - SharePoint Server. You may use the licensed copy of the Backup Exec Agent for Applications and Databases made available with the purchase of a Symantec Appliance to protect any Server, whether physical or virtual, through the Symantec Appliance. You may use the licensed copy of the Backup Exec Agent for Applications and Databases software made available with the purchase of a Symantec Appliance to protect any server SharePoint farm by the applicable Symantec Appliance. For distributed farm environments, each additional SharePoint server in the SharePoint farm (Web Front End, Index, Query, additional SharePoint database) requires an Agent for Windows as well.

B. Backup Exec Agent – Active Directory. You may use the included licensed copy of the Backup Exec Agent for Applications and Databases software made available with the applicable Symantec Appliance on any active Server, whether physical or virtual, to protect Active Directory by enabling granular recovery by any the applicable Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite or Backup Exec 3600 Essential Protection Suite.

C. Backup Exec Agent - Symantec Enterprise Vault. You may use the included licensed copy of the Backup Exec Agent for Applications and Databases software made available with the applicable Symantec Appliance on any active Server running the Licensed Software, whether physical or virtual, to protect Symantec Enterprise Vault through the Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite or Backup Exec 3600 Essential Protection Suite. For backup and recovery of an Enterprise Vault installation, the included licensed copy of the Agent for Applications and Databases software made available with the applicable Symantec Appliance may be used for each Enterprise Vault site, which may be distributed across multiple physical or logical servers, as long as such use is supported by the Symantec Appliance. 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 the included licensed copy of the Backup Exec Agent for Applications and Databases software made available with the applicable Symantec Appliance on any active Server running the Licensed Software, whether physical or virtual, to protect Oracle or Oracle RAC on Windows or Linux Systems through the Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite or Backup Exec 3600 Essential Protection Suite.

E. Backup Exec Agent – Exchange Server. You may use the included licensed copy of the Backup Exec Agent for Applications and Databases software made available with the applicable Symantec Appliance on any active Server running the Licensed Software, whether physical or virtual, to protect Exchange Server through the Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite or Backup Exec 3600 Essential Protection Suite.

F. Backup Exec Agent – Lotus Domino Server. You may use the included licensed copy of the Backup Exec Agent for Applications and Databases software made available with the applicable Symantec Appliance on any active Server running the Licensed Software, whether physical or virtual, to protect Lotus Domino Server through the Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite or Backup Exec 3600 Essential Protection Suite.

G. Backup Exec Agent – SQL Server. You may use the included licensed copy of the Backup Exec Agent for Applications and Databases software made available with the applicable Symantec Appliance on any active Server running the



Licensed Software, whether physical or virtual, to protect SQL Server through the Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite or Backup Exec 3600 Essential Protection Suite.

17.8 STORAGE DEVICES. You may connect to any Symantec Backup Exec 3600 Appliance running supported “stand alone” Disk Storage Devices (e.g., disk, removable disk drives, etc.) for the purposes of protecting such stand alone Storage Devices

17.9 BACKUP EXEC NDMP OPTION. If you have purchased the Symantec Backup Exec 3600 Total Protection Suite and the Licensed Software includes the Backup Exec NDMP Option, or have separately purchased a license of the Backup Exec NDMP Option for use with the Symantec Backup Exec 3600 Essential Protection Suite, You may use each separately purchased individual licensed copy of such software on a single active Server, 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 the Licensed Software.

17.10 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 or Symantec Appliance 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 or Symantec Appliances 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 or Symantec Appliances running the Licensed Software

17.13 BACKUP EXEC AGENT FOR VMWARE AND HYPER-V VMWARE You may use the included Backup Exec Agent for VMware and Hyper-V software made available with the purchase of a Symantec Appliance to protect any VMware ESX host Server by the applicable Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite or Backup Exec 3600 Essential Protection Suite, 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 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 can utilize any included licensed Backup Exec Agents for such applications to protect those applications solely by the Symantec Appliance running Backup Exec.

17.14 BACKUP EXEC AGENT FOR VMWARE AND HYPER-V MICROSOFT. You may use the included Backup Exec Agent for VMware and Hyper-V software made available with the purchase of a Symantec Appliance to protect any Microsoft Hyper-V by the applicable Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite or Symantec Backup Exec 3600 Essential Protection Suite, 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 can utilize the 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 System 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 can utilize any included licensed Backup Exec Agents for such applications.

17.15 BACKUP EXEC REMOTE MEDIA AGENT - LINUX SERVERS If you have purchased the Symantec Backup Exec 3600 Total Protection Suite and the Licensed Software includes the Backup Exec Remote Media Agent for Linux, or have separately purchased a license of the Backup Exec Remote Media Agent for Linux Servers for use with the Symantec Backup Exec Essential Protection Suite, You may use each individual licensed copy of such software on a single active Server or Symantec Appliance running Licensed Software, whether physical or virtual, at any one time.

17.16 BACKUP EXEC STORAGE PROVISIONING OPTION. If Backup Exec Storage Provisioning Option (SPO) is included in the Licensed Software and is active and enabled by Symantec, You may use the included licensed copy of the SPO on a single active Server or Symantec Appliance running the Licensed Software, whether physical or virtual, at any one time.

17.17 BACKUP EXEC DEDUPLICATION OPTION. You may use the included licensed copy of the Backup Exec Deduplication Option software made available with the purchase of a Symantec Appliance on the applicable Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite or Symantec Backup Exec 3600 Essential Protection Suite at any one time.

17.18 BACKUP EXEC VTL UNLIMITED DRIVE OPTION. 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 on a single active Server or Symantec Appliance running Symantec Backup Exec 3600 Appliance Total Protection Suite, whether physical or virtual, at any one time.



17.19 BACKUP EXEC LIBRARY EXPANSION OPTION. If you have purchased the Symantec Backup Exec 3600 Total Protection Suite and the Licensed Software includes the Backup Exec Library Expansion Option, you may use the Backup Exec Library Expansion Option only for up to ten (10) drives in a Storage Library. If your Licensed Software includes a license of Backup Exec Library Expansion Option or you have separately purchased a license of the Backup Exec Library Expansion Option for use with the Symantec Backup Exec 3600 Essential Protection Suite, You may use each purchased individual licensed copy of such software on a single active Server, whether physical or virtual, at any one time.

17.20 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.

17.21 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.

17.22 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.

17.23 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. 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.

17.21 PRIVACY; DATA PROTECTION

A. General Backup Functions. As an essential function of the Software, Symantec may collect certain non-personal identifiable information from Your system for the purpose of product administration and analysis. This information will not be correlated with any personally identifiable information. By using the Software, You acknowledge that Symantec may collect, transmit, store, disclose and analyze such information for these purposes.

B. Telemetry Data. The Licensed Software collects telemetry information (hereinafter "Information") from the users' machines, such as:

1. IP address, IP Type
2. Domain name
3. Alias and/or hostname, host ID, platform, architecture,
4. Hardware and software configuration specifics of each Server,



5. CPU Name, type, speed, status
6. Time zone
7. Environmental language
8. OS level
9. Memory size
10. Licensed Software version
11. Licensed Software features installed packages
12. Symantec packages installed, other than the Licensed Software
13. Client or Devices supported by the Licensed Software.

The Licensed Software transmits the collected Information automatically to Symantec, unless You or Your network administrator chooses the opt-out preference from the Licensed Software improvement program during the installation of the Licensed Software.

Symantec will use the Information internally for statistical product deployment analytics, to identify and analyze trends and comparisons in the aggregated install base, to help Symantec understand the Licensed Software product hardware and software configuration, to improve Symantec products and services, and to fulfill technical support requests received from You or from Your network administrator. The Information will be processed 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 will not share, sell, rent, lease or transfer the information to any third party.

The Information may be correlated with other personal information held by Symantec, as needed for technical support and for error analysis. Symantec may disclose the 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.

C. Call Home Functionality. If the Licensed Software you have licensed is installed on a Backup Exec 3600 Series unit, the Licensed Software contains a "Call Home" feature that will from time to time track and collect certain hardware and software operating information for support purposes. Such information may include the MAC address for the hardware unit, serial number for the unit, unit location and system health and software diagnostic information. If You do not wish to provide such information to Symantec, You may disable the "Call Home" information collection feature at any time through the procedures as specified in the applicable Documentation for the Backup Exec 3600 Series unit.

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.

If any information is transmitted to Symantec, the collected information will be used only for the purpose of fulfilling technical support requests received from You or Your network administrator and/or engaging in proactive network monitoring for technical defects. 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. Any collected information will be maintained in a secure manner, and will not be correlated with any other personally identifiable information. Symantec will retain such information as long as necessary, in its reasonable discretion, to provide technical support for the Licensed Software. 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.

17.22 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.

18. ADDITIONAL TERMS AND CONDITIONS FOR SYMANTEC CRITICAL SYSTEMS PROTECTION SOFTWARE. If your Hardware contains the Symantec Critical Systems Protection ("SCSP") product, Your use of SCSP is subject to the terms and conditions below in addition to those stated above.

18.1 Symantec Appliance: For purposes of this License Agreement, if you have purchased Hardware and SCSP is included on such Hardware, You may only use SCSP installed on such Hardware as made available by Symantec to support such Hardware and to monitor such Hardware for security issues.



MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS STORAGE SERVER 2008 STANDARD

These license terms are an agreement between you and Symantec. Please read them. They apply to the software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not Symantec, licenses those to you.

This software does not transmit personally identifiable information from your server to Microsoft Corporation computer systems without your consent.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact Symantec to determine its return policy for a refund or credit.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

1. **USE RIGHTS.**

- a. **Server Software.** Server software provides functions or services on this server. You may access, boot from, display and run the primary operating copy of the server software only on this server. You may reinstall the server software on this server. You may not use the server software, or its components, on another server.
- b. **Device Software.** Device software allows a device (other than this server) to access or use the server software. You may install and use the device software on any number of devices.
- c. **Processor Rights.** You may use the server software with not more than 1 processor at any one time, unless a higher number of allowed processors is indicated on the Certificate of Authenticity for the software.

2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

- a. **Specific Use.** Symantec designed this server for a specific use. You may only use the software for that use.
You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement, preventative maintenance, or to provide complimentary data storage functionality for this server.
- b. **Software Use Limits.** You are not licensed to use any of the following functions of the server software:
 - i. Any use of the server software as a domain controller or any other use of DCPromo.exe.
 - ii. **Network Infrastructure Services.** You may not use any functions of the server software necessary to support a server network infrastructure. For example, you may not use Routing and Remote Access Service (RRAS), Domain Name System (DNS), or Windows Internet Name Service (WINS). You may, however, use the Dynamic Host Configuration Protocol (DHCP) server function and any network infrastructure client functions, such as DNS or DHCP clients.
 - iii. **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.
 - iv. Network Load Balancing Services.
 - v. Any use of the following features or functions:
 - Active Directory Domain Services
 - 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.

GLB ENT EULA TEMPLATE v.1.0_Symantec Backup Exec 3600 R2 Appliance (BE 2012)_27 March 2012