

## PRODUCT USE RIGHTS DOCUMENT FOR BACKUP EXEC

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For purposes of this Document, the Licensed Software is: Backup Exec

### 1. ADDITIONAL DEFINITIONS.

**"Application"** means one or more programs designed to carry out operations for a specific application (example: Microsoft SQL Server) but is dependent on system software to execute.

**"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 Veritas. 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.

**"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.

**"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.

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

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

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

**"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.

**"Host"** means one or more programs designed to carry out operations for a specific application (example: Microsoft SQL Server) but is dependent on system software to execute.

**"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.

**"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.

**“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 Veritas 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.

**“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.

**“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.

**“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.

**“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.

## **2. ADDITIONAL USE RIGHTS AND LIMITATIONS.**

- 2.1. **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.
- 2.2. **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.
- 2.3. **Capacity Edition.** If the Licensed Software You have licensed was licensed as a Capacity Edition, You may use an unlimited number of any Backup Exec agents and options. The Capacity Edition license is measured by the number of “Per FrontEnd Terabyte(s)” to be protected or archived. By way of example only, if You need the components of a Capacity Edition 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.
- 2.4. **Capacity Edition Lite.** If the Licensed Software You have licensed was licensed as a Capacity Edition Lite, You may use an unlimited number of the following Backup Exec agents: Agent for Applications and Databases, Agent for Windows, Agent for Linux, and Agent for VMware and Hyper-V. The Capacity Edition Lite license is measured by the number of “Per Front End Terabyte(s)” to be protected or archived. By way of example only, if You need the components of a Capacity Edition Lite to backup up three (3) Front End Terabytes of data, You will need to license a Capacity Edition Lite of the Licensed Software for three (3) Front End Terabytes.
- 2.5. **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.

- 2.5.1.1. The Backup Exec V-Ray Edition allows you to protect Virtual Machines and the Virtual Hosts on which they reside. You must purchase additional Backup Exec Agents and/or Options licenses to protect physical computers other than one physical Backup Exec server, which is included in the V-Ray Edition. For example, if you have a physical system running Oracle, you must purchase a Backup Exec Agent for Applications and Databases license to protect that server. You do not need to purchase an additional license for the Backup Exec server that hosts the Oracle agent backups.
- 2.5.1.2. 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.
- 2.5.1.3. 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.
- 2.6. **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.
- 2.7. **Cloud Connectors.** The Licensed Software You have licensed includes a cloud connector (each being a "Cloud Connector") to enable storage of backups to non-Veritas or third party cloud storage environments or services; the following apply:
- 2.7.1.1. Your use of the Cloud Connector to store backups to non-Veritas or third party cloud storage environments or services is subject to changes by third parties providing such environments or services which are outside Veritas's control. Veritas shall not be responsible for any outages, data loss, bugs, technical problems, or other errors caused directly or indirectly through your access to such non-Veritas or third party cloud storage environments or services and/or use of the Cloud Connector. You shall bear the sole risk of loss of or damage to any data through use of such non-Veritas or third party cloud storage environments or services.
- 2.7.1.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE CLOUD CONNECTOR IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER.
- 2.8. **Meters.** The Licensed Software that may be governed by this Agreement is licensed on the following Use Levels:

1. Product	2. Meter
Backup Exec 16	Per Server
Backup Exec 16 Capacity Edition	Per Front End Terabyte
Backup Exec 16 Capacity Edition Lite	Per Front End Terabyte
Backup Exec 16 V-Ray Edition	Per Processor
Backup Exec QuickStart Edition	Per Server
Agent for Applications and Databases	Per Application
Agent for Windows	Per Server
Agent for Linux	Per Server
Agent for VMware and Hyper-V	Per Host
Remote Media Agent for Linux	Per Server
Deduplication Option	Per Server
Enterprise Server Option	Per Server

Library Expansion Option	Per Device
NDMP Option	Per Server
VTL Unlimited Drive Option (VUDO)	Per Device

### 3. COLD SITE/DISASTER RECOVERY PROVISIONS FOR HIGH AVAILABILITY OR SYSTEM OR DATA RECOVERY PRODUCTS.

- 3.1. 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:
- 3.2. The product, product version and duration of the Cold Disaster Recovery License and the underlying production license of the Licensed Software must be identical.
- 3.3. 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. You may use Cold Disaster Recovery Licenses for Failover Readiness Testing as reasonable and necessary for up to twelve (12) days per calendar year.
- 3.7. 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 Veritas in writing for a transfer of the production license to the Disaster Recovery Site in accordance with Veritas' then-current transfer policies. Fees may be applicable to any such transfers.

### 4. ADDITIONAL PROVISIONS.

- 4.1. **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 at 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.
- 4.2. **Backup Exec Agent for Linux.** For the purpose of enabling system access in order to protect a single active 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 Linux.
- 4.3. **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.
  - 4.3.1. 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).
  - 4.3.2. Each node in the Managed Backup Exec Server Environment is licensed for use with the Advanced Disk-based Backup Option.

- 4.3.3. 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.
- 4.3.4. 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.
- 4.4. **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. You may also use one associated Backup Exec Agent for Windows, or Agent for Linux, which is enabled per serialized Backup Exec Agent for Applications and Databases during installation, to protect the specific Server or Node, whether physical or virtual, where the serialized Backup Exec Agent for Applications and Databases is installed. The following license provisions shall apply:
- 4.4.1. **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.
- 4.4.2. **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.
- 4.4.3. **Backup Exec Agent for Applications and Databases- Veritas 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 Veritas 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.
- 4.4.4. **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.
- 4.4.5. **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.

- 4.4.6. **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.
- 4.5 **Library Expansion Option.** 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.
- 4.6 **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.
- 4.7 **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.
- 4.8 **Backup Exec Microsoft Operations Manager.** You may use an unlimited number of the Backup Exec Microsoft Operations Manager (MOM) Management Pack to centrally monitor the Licensed Software on an unlimited number of Servers.
- 4.9 **Backup Exec Agent for VMware and Hyper-V.** You may use a single Backup Exec Agent for VMware and Hyper-V license to protect a single VMware ESX host server and a single Microsoft Hyper-V host at any one time, and such host servers may protect an unlimited number of guest virtual machines that reside on the licensed VMware ESX host system or the Microsoft Hyper-V host system. Each VMware ESX host server or Microsoft Hyper-V host 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 or 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.
- 4.10 **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.
- 4.11 **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.
- 4.12 **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.
- 4.13 **Veritas Backup Exec™ Configuration Tool for OpenDedupe.** If the Licensed Software You have licensed includes Veritas Backup Exec™ Configuration Tool for OpenDedupe the following apply:
- 4.13.1 In the event that the Licensed Software includes components to be installed on a server computer, You may install such portions of the Licensed Software on any number of server computers so long as such installed Licensed Software is only used for the authorized maximum number of Clients or Users as may be specified in the License Instrument.
  - 4.13.2 In order to use any components of the Licensed Software designated as third party access license modules or options in support of licensed Clients or Users, You must acquire a license for each such third party modules or options at additional charges for use with the Licensed Software.

5. **FEEDBACK.** The Licensed Software may request Your voluntary product feedback. By providing such feedback, You grant to Veritas, under Your intellectual property rights, a worldwide, royalty-free, irrevocable and non-exclusive license, with the right to sublicense to Veritas' licensees and customers, the right to use and disclose the feedback in any manner Veritas chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Veritas' and its sublicensee's products embodying such feedback in any manner and in any media Veritas or its sublicensees choose, without reference or obligation to You.
6. **BENCHMARKS.** You may not disclose the results of any benchmark tests or other tests connected with the Licensed Software to any third party without Veritas' prior written consent.
7. **DATA COLLECTION; DATA PROTECTION REGULATIONS.** In connection with Your use of the Licensed Software, Veritas may collect, retain, disclose and use certain information ("Collected Data"). Collected Data may include, but is not limited to, personally identifiable information about You, Your devices or systems or Your software usage. Veritas use(s) such Collected Data to enable, optimize and provide the Licensed Software or maintenance/support to You (and may engage third parties to do so as well) and to improve Veritas's products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Licensed Software, You agree to allow Veritas to collect Collected Data as described in this section. Please refer to Veritas's product privacy notices (or at any other link provided by Veritas) in order to fully understand what information Veritas collects, retains, discloses, and uses from You or Your devices. Please note that the use of the Licensed Software may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for ensuring that Your use of the Licensed Software is in accordance with such laws or regulations.

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