SOFTWARE LICENSE TERMS

PREAMBLE
The Veritas hardware You may be purchasing (the “Hardware”) contains a proprietary software program(s) from Veritas Technologies LLC and the Linux operating system and may contain software from other third party providers. If the third party software set forth below are included in the Hardware, they are provided under the General Public License, version 2.0, whose text follows the Veritas End User License Agreement printed below.

GPL version 2.0
Linux operating system
ixgbe-x.x.x.tar.gz
Network adapter driver for 10 gigabit Ethernet adapters/controllers
Smartmontools
Unifont.hex
CLISH
IPSTAT
Quota

If the third party software set forth below are included in the Hardware, they are provided under the General Public License, version 3.0, whose text follows the Veritas End User License Agreement printed below.

GPL version 3.0
GRUB2

Other third party software included in the Hardware (if any) is licensed under the End User License Agreement provided by the third party, if such license agreement is included. Unless otherwise identified (either in this Agreement, in writing in the documentation or otherwise through the presence of a third party software End User License Agreement), all software provided in the Hardware shall be deemed Veritas proprietary programs. The Veritas proprietary programs are governed by the following Veritas End User License Agreement.

VERITAS END USER LICENSE AGREEMENT
VERITAS TECHNOLOGIES LLC AND/OR ITS AFFILIATES (“VERITAS”) IS WILLING TO LICENSE THE LICENSED SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE LICENSED SOFTWARE (REFERRED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT (“LICENSE AGREEMENT”). READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND VERITAS. BY OPENING THE LICENSED SOFTWARE PACKAGE, BREAKING THE LICENSED SOFTWARE SEAL, CLICKING THE “I AGREE” OR “YES” BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE LICENSED SOFTWARE OR OTHERWISE USING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “I DO NOT AGREE” OR “NO” BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE LICENSED SOFTWARE. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE “DEFINITIONS” SECTION OF THIS LICENSE AGREEMENT AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

1. DEFINITIONS.
“Content Updates” means content used by certain Veritas products which is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam rules for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated intrusion detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products.
“Documentation” means the user documentation Veritas provides with the Licensed Software.
“License Instrument” means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Veritas license certificate or a similar license document issued by Veritas, or a written agreement between You and Veritas, that accompanies, precedes or follows this License Agreement.

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

“Support Certificate” means the certificate sent by Veritas confirming Your purchase of the applicable Veritas 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 Veritas’ price list pursuant to Veritas’ then-current upgrade policies.

“Use Level” means the use license meter or model (which may include operating system, data capacity, hardware system, application or machine tier limitations, if applicable) by which Veritas measures, prices and licenses the right to use the Licensed Software, in effect at the time an order is placed for such Licensed Software, as indicated in this License Agreement and the applicable License Instrument.

2. LICENSE GRANT. Subject to Your compliance with the terms and conditions of this License Agreement, Veritas grants to You the following rights: (i) a non-exclusive, non-transferable (except as stated otherwise in Section 16.1) license to use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in this License Agreement and the applicable License Instrument; and (ii) the right to make a single uninstalled copy of the Licensed Software for archival purposes which You may use and install for disaster-recovery purposes (i.e. where the primary installation of the Licensed Software becomes unavailable for use).

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

3. LICENSE RESTRICTIONS. You may not, without Veritas’ prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublicense, sublicense, or transfer of the Licensed Software except as expressly provided in this License Agreement; (ii) creation of any derivative works based on the Licensed Software; (iii) reverse engineering, disassembly, or decompiling of the Licensed Software (except that You may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (iv) use of the Licensed Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby You operate or use the Licensed Software for the benefit of a third party; (v) use of the Licensed Software by any party other than You; (vi) use of a later version of the Licensed Software other than the version that accompanies this License Agreement unless You have separately acquired the right to use such later version through a License Instrument or Support Certificate; or (vii) additional use of the Licensed Software above the quantity and Use Level that have been licensed to You under this License Agreement or the applicable License Instrument.

4. OWNERSHIP/TITLE. The Licensed Software is the proprietary property of Veritas or its licensors and is protected by copyright law. Veritas and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this License Agreement. All rights not expressly granted to You are retained by Veritas and/or its licensors.

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

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

7. LIMITED WARRANTY.

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

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

8. WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERITAS MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, AND UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

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

10. MAINTENANCE/SUPPORT. Veritas has no obligation under this License Agreement to provide maintenance/support for the Licensed Software. Any maintenance/support purchased for the Licensed Software is subject to Veritas’ then-current maintenance/support policies.

11. SOFTWARE EVALUATION. If the Licensed Software is provided to You for evaluation purposes and You have an evaluation agreement with Veritas 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 Veritas for the Licensed Software and if You are provided the Licensed Software for evaluation purposes, the following terms and conditions shall apply. Veritas 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. The Licensed Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 “Commercial Computer Licensed Software - Restricted Rights” and DFARS 227.7202, “Rights in Commercial Computer Licensed Software or Commercial Computer Licensed Software Documentation”, as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement.

13. EXPORT REGULATION. You acknowledge that the Licensed Software and related technical data and services (collectively “Controlled Technology”) are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws. It is your responsibility to check for any prohibited country, entity, or person for which an export license or other governmental approval is required. All Veritas products, including the Controlled Technology are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to...
any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

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.

16. **GENERAL.**

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 Veritas’ 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 Veritas and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Licensed Software complies with this License Agreement and the applicable License Instrument. Veritas 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 Veritas 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.

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

16.6. **CUSTOMER SERVICE.** Should You have any questions concerning this License Agreement, or if You desire to contact Veritas for any reason, please write to: (i) Veritas Technologies LLC, 500 East Middlefield Road, Mountain View, California 94043, U.S.A., (ii) Veritas Technologies LLC, 350 Brook Drive, Reading, Berkshire RG2 8UH, United Kingdom, (iii) Veritas Technologies LLC, Tsinghua Science Park Bldg. 1, No. 1 Zhongguancun East Road, Suite 601 Tower B, Innovation Plaza, Beijing, Haidian District 100084, China.

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

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

17.1 **Additional Definitions.**

A. “Capacity Value Unit” or “CVU” is determined by measuring the total number of FETBs (defined below) applicable to Licensed Software distributed by Veritas on a Per CVU basis. If Veritas has made generally available a CVU configuration tool for use by the public, You may use such CVU tool to determine the total number of CVUs needed for the Licensed Software applicable to You by entering the total number of FETBs that You will use for the Licensed Software. If such CVU tool is available, the CVU tool may be accessed at [http://sort.veritas.com](http://sort.veritas.com) (or at any other link provided by Veritas). If a CVU tool is not available, You should contact your assigned or local Veritas sales representative to determine the total number of CVUs You need for the Licensed Software. For the purposes of this Section, “You” shall include any companies where You have ownership or control of fifty percent (50%) or more of the ownership or voting interests in such company.

For the purposes of clarity, if at a later time, the total number of FETBs applicable to You have increased, You should determine the total number of CVUs needed for the Licensed Software and license additional CVUs equal to the difference between the total required CVUs needed and any previously licensed CVUs. You must obtain the appropriate number of CVUs for the Licensed Software based on your then-current FETB amounts. Veritas reserves the right, at its reasonable discretion, to make changes to the CVU tool at any time.
CVU Use Level Licensed Software may not be used for any NetBackup Domains including NetBackup software licensed on any other Use Level. You may exclude the FETBs for such Domains in calculating the number of CVUs needed by a Customer.

B. “Client” or “Device” is defined as a physical, single computer, storage drive or other device (i) on which licensee can install and use the software, (ii) from which licensee accesses and uses the software installed on a network, or (iii) a physical connection point that links together two separate devices.

C. “Client Protected Server” shall mean a single NetBackup Standard Client or NetBackup Enterprise Client that provides services to more than one user, is considered a group or company resource, and is controlled by a system administrator or IT organization. The client’s tier is determined by the total number of physical CPUs (occupied processor sockets) which are installed on the client.

D. “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 turn-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.

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

F. “Disaster Recovery Site” or “DR Site” means the site or location where Cold DR Equipment is located.

G. “Deduplication” is defined as the process of evaluating and detecting the occurrence of redundant data content in a new data-set or input/output (“I/O”) stream by comparing such data-set or I/O stream to an already existing data-set, and, upon discovery, treating such redundancies to reduce or prevent redundancies from consuming storage or bandwidth resources. However, data reduction technologies, such as compression, that only work within the boundaries of a single file shall not be considered deduplication.

H. “Desktop” is defined as a single Device used in a stationary office environment used by an end user. “Laptop” is defined as a single mobile Device used by an end user.

I. “Disaster” means an unforeseen occurrence causing the operation of the applicable production systems and the Licensed Software installed on such production systems, to be substantially impaired or prevented, which occurrence may include, without limitation, fires, earthquakes, floods and viruses.

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

K. “Front End Terabyte” or “FETB” shall mean 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. One Terabyte is equal to one thousand twenty-four (1,024) gigabytes of data.

L. “NetBackup Domain” is defined as a single backup Server or a single cluster of backup Servers managed by a single backup Server which may protect multiple Clients and Network Attached Storage (NAS) systems.

M. “NetBackup Platform Base – Complete Edition” means a license of the following Licensed Software components in the table set forth below for either the number of Front-End Terabytes or the number of CVUs of the NetBackup Platform Base – Complete Edition according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this Agreement, the license meter for any component in a NetBackup Platform Base – Complete Edition license shall be based on either Front-End Terabytes or CVUs. You are only authorized to use Licensed Software in a NetBackup Platform Base – Complete Edition license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for either Front-End Terabytes or CVUs.

<table>
<thead>
<tr>
<th>Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>NetBackup Server</td>
</tr>
<tr>
<td>NetBackup Enterprise Server</td>
</tr>
<tr>
<td>NetBackup Standard Client</td>
</tr>
<tr>
<td>NetBackup Enterprise Client</td>
</tr>
<tr>
<td>NetBackup Application and Database Pack</td>
</tr>
<tr>
<td>NetBackup Library Based Tape Drive</td>
</tr>
<tr>
<td>NetBackup for NDMP</td>
</tr>
<tr>
<td>NetBackup Shared Storage Option</td>
</tr>
<tr>
<td>NetBackup Vault Option</td>
</tr>
<tr>
<td>NetBackup Data Protection Optimization Option</td>
</tr>
<tr>
<td>NetBackup OpsCenter Analytics</td>
</tr>
<tr>
<td>NetBackup for SAP Agent</td>
</tr>
<tr>
<td>NetBackup Search</td>
</tr>
<tr>
<td>NetBackup Replication Director</td>
</tr>
</tbody>
</table>
N. “NetBackup Platform Base – NDMP Edition” means a license of the following Licensed Software components in the table set forth below for either the number of Front-End Terabytes or the number of CVUs of the NetBackup Platform Base – NDMP Edition according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this Agreement, the license meter for any component in a NetBackup Platform Base – NDMP Edition license shall be based on either Front-End Terabytes or CVU. You are only authorized to use Licensed Software in a NetBackup Platform Base – NDMP Edition license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for either Front-End Terabytes or CVUs.

<table>
<thead>
<tr>
<th>Product</th>
<th>Meter</th>
</tr>
</thead>
<tbody>
<tr>
<td>NetBackup Server</td>
<td>Per Tiered Server</td>
</tr>
<tr>
<td>NetBackup Enterprise Server</td>
<td>Per Tiered Server</td>
</tr>
<tr>
<td>NetBackup Standard Client</td>
<td>Per Client</td>
</tr>
<tr>
<td>NetBackup Enterprise Client</td>
<td>Per Tiered Client</td>
</tr>
<tr>
<td>NetBackup Application and Database Pack</td>
<td>Per Tiered Client</td>
</tr>
<tr>
<td>NetBackup Library Based Tape Drive</td>
<td>Per Tape Drive</td>
</tr>
<tr>
<td>NetBackup for NDMP</td>
<td>Per Tiered NAS Device</td>
</tr>
<tr>
<td>NetBackup Shared Storage Option</td>
<td>Per Shared Drive</td>
</tr>
<tr>
<td>NetBackup Vault Option</td>
<td>Per Master Server</td>
</tr>
<tr>
<td>Base</td>
<td>Per Tape Drive</td>
</tr>
<tr>
<td>Additional Drive</td>
<td>Per Master Server</td>
</tr>
</tbody>
</table>

O. “Server” is defined as a physical individual computer, acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. The server’s tier is determined by the total number of physical CPUs (occupied processor sockets) which are installed on the server. A Server can run server software for other computers or devices.

P. “Starter Pack” is defined as a Veritas-defined bundle of Licensed Software products described by Veritas as a Starter Pack which Veritas may license to You for defined Use Levels at a single price.

Q. “Tape Drive” is defined as a single tape drive hardware Device. A Tape Drive that is shared by two or more servers is a shared drive (“Shared Drive”).

R. “Terabyte” is defined as the total aggregate amount of uncompressed data storage capacity and/or computer memory that is managed by the software. One Terabyte is equal to 1,024 gigabytes of data.

S. “Testing Day” means that up to twelve (12) separate days, i.e. not two hundred eighty eight (288) hours. For example, if the DR Site was tested for three (3) hours on Monday and two (2) hours on Friday, such usage would constitute use for two (2) days.

T. “Tier” is a Veritas defined classification of a server, client, or NAS Device. The tier defines the type of hardware on which the software is licensed.

U. “User” is defined as an individual person authorized by You to use and/or benefits from the use of the Licensed Software, and that is being or has been managed, monitored and/or protected by the Licensed Software within the last thirty (30) days.

V. “WLS Platform” or “WLS” means that You may use the applicable Licensed Software on any combination of machines running the Windows, Linux or Solaris (x64) operating systems for which You have received the media for the Licensed Software from Veritas under this Agreement or under Support, subject to use in accordance with the applicable maximum number of Clients, Devices, Servers or other meter identified by Veritas in the applicable License Instrument.

W. “X Platform” or “X Plat” or “Cross Platform” shall mean that You may use the applicable Licensed Software on any combination of operating systems for which You have received the media for the Licensed Software from Veritas under this Agreement or under Support, subject to use in accordance with the applicable maximum number of Clients, Devices, Servers or other meter identified by Veritas in the applicable License Instrument.

17.2 Use Levels. The License Software that may be governed by this Agreement is licensed on the following Use Levels (unless licensed for the NetBackup Platform Base – Complete Edition license and/or the NetBackup Platform Base – NDMP Edition license):

<table>
<thead>
<tr>
<th>Product</th>
<th>Meter</th>
</tr>
</thead>
<tbody>
<tr>
<td>NetBackup Server</td>
<td>Per Tiered Server</td>
</tr>
<tr>
<td>NetBackup Enterprise Server</td>
<td>Per Tiered Server</td>
</tr>
<tr>
<td>NetBackup Standard Client</td>
<td>Per Client</td>
</tr>
<tr>
<td>NetBackup Enterprise Client</td>
<td>Per Tiered Client</td>
</tr>
<tr>
<td>NetBackup Application and Database Pack</td>
<td>Per Tiered Client</td>
</tr>
<tr>
<td>NetBackup Library Based Tape Drive</td>
<td>Per Tape Drive</td>
</tr>
<tr>
<td>NetBackup for NDMP</td>
<td>Per Tiered NAS Device</td>
</tr>
<tr>
<td>NetBackup Shared Storage Option</td>
<td>Per Shared Drive</td>
</tr>
<tr>
<td>NetBackup Vault Option Base</td>
<td>Per Master Server</td>
</tr>
<tr>
<td>Additional Drive</td>
<td>Per Tape Drive</td>
</tr>
<tr>
<td></td>
<td>Per Master Server</td>
</tr>
</tbody>
</table>
17.3 **Cold DR 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 DR License on a Cold DR Equipment located at a Cold DR 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 DR License and the underlying production license of the Licensed Software must be identical.

B. If the Software License used for the Cold DR License is licensed on a per Server, Client or NAS Device Tier basis the Cold DR License may be deployed on a Server, Client, or NAS Tier equal to, greater than or less than the authorized Server, Client, or NAS Tier for the license of the Licensed Software.

C. Your right to use the Cold DR 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 DR 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 DR Licenses simultaneously when You use the production license of the Licensed Software. The Cold DR Equipment on which Cold DR 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 DR 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 DR 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 DR Site in accordance with Veritas’ then-current transfer policies. Fees may be applicable to any such transfers.

17.4 **NetBackup Master Server and Media Server.** If the Licensed Software You have licensed includes NetBackup software licensed on a per Master Server or per Media Server basis, such Master/Media Server license includes a per Client license for the applicable Server which may be used solely to provide backup support for NetBackup application files and Operating System files only. An additional Client license shall not be required to protect the local NetBackup application residing on the applicable Server. You may not use such included Client to provide backup support for any other application data or any content. In order to provide backup support for such other application data or content, You must obtain the applicable Client license for the applicable Server.

17.5 **NetBackup Enterprise Client.** If the Licensed Software You have licensed includes NetBackup Enterprise Client it may be possible to run and operate more than one (1) single instance of such Licensed Software on the Server or Client on which the Licensed Software is installed and licensed. In such case, except as otherwise specified herein, only one license shall be required for the applicable Server or Client.

17.6 **NetBackup Database and Application Agents; Application and Database Pack License.** If the Licensed Software You have licensed includes NetBackup database and application agent software, it may be possible to run and operate more than one (1) single instance of such Licensed Software on the Server or Client on which the Licensed Software is installed and licensed. In such case, except as otherwise specified herein, only a single database/application agent license shall be required for the applicable Server or Client for each database/application/operating system combination. You shall not be required to acquire the number of licenses per each instance of the database/applications agent software running on the applicable Server or Client.

17.7 **NetBackup Enterprise Client – SAN Media Server.** If the Licensed Software You have licensed includes NetBackup Enterprise Client licensed for a Storage Area Network (“SAN”) Media Server, such Media Servers shall not be used by You to backup data from networked Clients. In order to backup data from networked Clients and remote Clients to the SAN attached tape resources, You must acquire a full NetBackup Enterprise Server license.

17.8 **NetBackup Library Based Tape Drive.** If the Licensed Software You have licensed includes NetBackup Library Based Tape Drive, You may use such Licensed Software only to protect and manage the number of robotic-controlled Tape Drives licensed for such Licensed Software. There is no charge for stand-alone, non-robotic tape drives directly attached to a NetBackup Master/Media Server or NetBackup Server.

GLB ENT EULA TEMPLATE v.1.0_STD ENGLISH_24MAY2007
In addition, You may use NetBackup Library Based Tape Drive to support physical tape drives only. If You wish to acquire backup support for virtual tape drives or any device that simulates the behavior and functionality of a physical tape drive, You must obtain the appropriate number of NetBackup Data Protection Optimization Option licenses.

17.9 **NetBackup Shared Storage Option.** If the Licensed Software You have licensed includes NetBackup Shared Storage Option, such Licensed Software may be used only to dynamically share the number of Tape Drives, standalone or robotically controlled, licensed for such Licensed Software among multiple NetBackup Enterprise Servers and NAS systems. In order to share Tape Drives, You must acquire a license for NetBackup Shared Storage Option and such license shall be in addition to any required licenses for NetBackup Library Based Tape Drive.

17.10 **NetBackup Data Protection Optimization Option.** To enable Deduplication support between a deduplication technology (for example, a hardware environment) and NetBackup, You must obtain a license for NetBackup Data Protection Optimization Option.

17.11 **Recovery Disk Component.** If the Licensed Software You have licensed includes the Recovery Disk component (the “Component”), the following uses and restrictions apply to the Component:

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 Veritas in accordance with Veritas’ then-current support guidelines.

B. THE COMPONENT CONTAINS A TIME-OUT FEATURE THAT WILL AUTOMATICALLY RE-BOOT THE COMPUTER AFTER TWENTY-FOUR 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.

D. Notwithstanding any other term of this Agreement, the Component is provided without warranty of any kind whatsoever and is licensed “As Is.”

Windows® is a registered trademark of Microsoft Corporation.

17.12 **Oracle RAC.** If the Licensed Software will be used to support an Oracle RAC environment, for each system leveraging the Oracle RAC software, You must acquire a Master/Media Server or Client and Oracle Database Agent license for the Licensed Software.

17.13 **NetBackup Platform Base – NDMP Edition.** If the Licensed Software You have licensed includes NetBackup Platform Base – NDMP Edition, such Licensed Software may be used only in connection with data that is backed up using NDMP.

17.14 **IBM zSeries.** Notwithstanding any other provision of this Agreement, if You have installed the Licensed Software on an IBM zSeries computer, You must license a NetBackup component for each IBM Logical Partition (“LPAR”) on such computer. For the purposes of this Agreement, a LPAR is considered the same as an actual machine in connection with such computer. For virtualized instances within a LPAR, no more than one license of each type is needed per LPAR.

17.15 **Starter Pack Restrictions.** If the Licensed Software You have licensed includes a Starter Pack, You may only install and use a single Starter pack on a single NetBackup Domain. You may not upgrade or cross grade a Starter Pack into another type of Starter Pack. If the Licensed Software You have licensed includes a “5 Client Pack” or “5 Client Starter Pack”, You may only install and use the applicable components of the Licensed Software on up to five (5) X Plat Standard Clients, one (1) X Plat Server and one (1) X Plat Tape Drive. If the Licensed Software You have licensed includes a “20 Client Pack” or “20 Client Starter Pack”, You may only install and use the applicable components of the Licensed Software on up to twenty (20) X Plat Standard Clients, one (1) X Plat Server (Tier 2), one (1) X Plat Tape Drive and two (2) X DB database agents (Tier 2) running on Windows. If the Licensed Software You have licensed includes a “40 Client Pack” or “40 Client Starter Pack”, You may only install and use the applicable components of the Licensed Software on up to forty (40) X Plat Standard Clients, one (1) X Plat Server (Tier 2), two (2) X Plat Tape Drives and three (3) X DB database agents (Tier 2) running on Windows.

17.16 **NetBackup OpsCenter Analytics.** If the Licensed Software You have licensed includes NetBackup OpsCenter Analytics, the following apply:

A. 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.

B. 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.

17.17 **Veritas NetBackup 5200 Series Information.** If the Licensed Software that You have licensed is installed on a NetBackup 5200 Series unit, the supported Clients for the Licensed Software operating on such unit shall be as described in the applicable Documentation for the Veritas NetBackup 5200 Series unit.

17.18 **Privacy; Data Protection.**

A. **Telemetry Data.**

The Licensed Software collects information from the users’ machines, such as:

---

GLB ENT EULA TEMPLATE v.1.0_STD ENGLISH_24MAY2007
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
12. Veritas packages installed, other than the Licensed Software
13. Client or Device within the NetBackup Domain for the Licensed Software
14. Run-time statistical information

The Licensed Software transmits the collected information automatically to Veritas, unless You or Your network administrator choose the opt-out preference from the NetBackup Product Improvement Program during the installation of the Licensed Software.

Veritas will use the information for statistical product deployment analytics, to identify and analyze trends and comparisons in the aggregated install base, to help Veritas understand the Licensed Software product hardware and software configuration, to improve Veritas products and services, to proactively contact customers with communications regarding Veritas’ products and services, in compliance with applicable legal requirements 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 Veritas has taken steps so that the collected information, if transferred, receives an adequate level of protection. Veritas will not share, sell, rent, lease or transfer the information to any third party.

The information may be correlated with other information held by Veritas, as needed for all the purposes above. Veritas 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.

B. Call Home. Further, if the Licensed Software You have licensed is installed on a NetBackup Appliance 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 including, if available, a support service through which Veritas will initiate technical support requests based upon collected information (“Autosupport”). Such information may include hardware and software status information, serial number for the unit, log information, unit location, disk information and system health and software diagnostic information. If You do not wish to provide such information to Veritas, You may disable the “Call Home” information collection feature at any time through the procedures as specified in the applicable Documentation for the NetBackup Appliance unit. If You choose to disable the “Call Home” information collection feature, Veritas will be unable to provide You with Autosupport.

If You have enabled the “Call Home” feature and would like to receive Autosupport, You will be required to submit the following information: Your contact name, physical address of the hardware unit, contact email address, contact telephone number and other personal information. If You do not wish to provide such information and do not wish to receive Autosupport, please do not provide this information to Veritas.

Veritas will not delete the log information that has already been submitted, which will remain the property of Veritas. If any information is transmitted to Veritas, the collected information will be used only for the purpose of fulfilling technical support requests received from You or Your network administrator, initiating and fulfilling technical support requests on Your behalf based upon collected information, and/or engaging in proactive network monitoring for technical defects. The collected information may be transferred to the Veritas 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 Veritas 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 personal information. Veritas will retain such information as long as necessary, in its reasonable discretion, to provide technical support for the Licensed Software. Veritas 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.

18. ADDITIONAL TERMS AND CONDITIONS FOR SYMANTEC® DATA CENTER SECURITY SOFTWARE. If your Hardware contains the Symantec Data Center Security ("SDCS") product, Your use of SDCS is subject to the terms and conditions below in addition to those stated above.

18.1 Veritas Appliance: For purposes of this License Agreement, if You have purchased Hardware and SDCS is included on such Hardware, You may only use SDCS installed on such Hardware as made available by Veritas to support such Hardware and to monitor such Hardware for security issues. Further, as long You have validly and separately licensed the SDCS product for a separate management server, You shall have the right to use the SDCS product included with the Appliance to manage the system protection policies for such Appliance through the separately licensed SDCS management server.
GNU GENERAL PUBLIC LICENSE
Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble
The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. To do this, this license restricts the use of copyright law to prevent others from depriving you of that freedom.

How to Use the GNU General Public License

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This license, the General Public License, applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. To make everyone as free as possible, we have made it clear that there are no restrictions except those we state here. In case an 'interaction' is defined later, then the interaction must happen directly between the user and the free program. Note that this implies the source code and any derived works for the program exist; if not, the program is not covered by this License.

1. The freedom to run, copy, distribute, and modify free software is essential to freedom. You have the freedom to copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

2. You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.
2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy
and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these
conditions:

   a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

   b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or
any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

   c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such
interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a
notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program
under these conditions, and telling the user how to view a copy of this License.  (Exception: if the Program itself is interactive
but does not normally print such an announcement, your work based on the Program is not required to print an
announcement.)

These requirements apply to the modified work as a whole.  If identifiable sections of that work are not derived from the
Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms,
do not apply to those sections when you distribute them as separate works.  But when you distribute the same sections as part
of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose
permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to
exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the
Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under
the terms of Sections 1 and 2 above provided that you also do one of the following:

   a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms
of Sections 1 and 2 above on a medium customarily used for software interchange; or,

   b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your
cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be
distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

   c) Accompany it with the information you received as to the offer to distribute corresponding source code.  (This alternative is
allowed only for noncommercial distribution and only if you received the program in object code or executable form with such
an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it.  For an executable work,
complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus
the scripts used to control compilation and installation of the executable.  However, as a special exception, the source code
distributed need not include anything that is normally distributed (in either source or binary form) with the major components
(compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies
the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent
access to copy the source code from the same place counts as distribution of the source code, even though third parties are not
compelled to copy the source along with the object code.

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License.  Any
attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights
under this License.  However, parties who have received copies, or rights, from you under this License will not have their
licenses terminated so long as such parties remain in full compliance.

5. You are not required to accept this License, since you have not signed it.  However, nothing else grants you permission to
modify or distribute the Program or its derivative works.  These actions are prohibited by law if you do not accept this License.
Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this
License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

GLB EULA TEMPLATE v.1.0 STD ENGLISH_24MAY2007
6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY
11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

GNU GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

GLB ENT EULA TEMPLATE v.1.0_STD ENGLISH_24MAY2007
The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program—to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

0. Definitions.

“This License” refers to version 3 of the GNU General Public License.

“Copyright” also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

“The Program” refers to any copyrightable work licensed under this License. Each licensee is addressed as “you”. “Licensees” and “recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the earlier work or a work “based on” the earlier work.

A “covered work” means either the unmodified Program or a work based on the Program.
To “propagate” a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.


The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

A “Standard Interface” means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A “Major Component”, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The “Corresponding Source” for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.


No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

GLB EUL A TEMPLATE v.1.0_STD ENGLISH_24MAY2007
When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.


You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to “keep intact all notices”.
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- d) If the work has interactive interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an “aggregate” if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.
A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM). The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered “further restrictions” within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.
If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms. Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.


You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

11. Patents.

A "contributor" is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version. In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.
If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. “Knowingly relying” means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is “discriminatory” if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.


If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy’s public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

GLB ENT TEMPLATE v1.0_NetBackup N2.6 Series Appliances Software_21Aug2013