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GLB ENT EULA TEMPLATE v.1.0_STD ENGLISH_24MAY2007
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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 Symantec 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 Symantec. 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.

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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 Symantec. 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 CVUs. 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.

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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) that are installed on the server. A Server can run server software for other computers or devices.

P. “Starter Pack” is defined as a Symantec-defined bundle of Licensed Software products described by Symantec as a Starter Pack which Symantec 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 Symantec defined classification of a server, client, or NAS Device. The tier defines the type of hardware on which the software is licensed.

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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...
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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 Symantec in writing for a transfer of the production license to the DR Site in accordance with Symantec’s 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 or Client.

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 additional 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 Symantec in accordance with Symantec’s 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 Privacy; Data Protection. 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. Symantec packages installed, other than the Licensed Software
13. Client or Device within the NetBackup Domain for the Licensed Software

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

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

The information may be correlated with other information held by Symantec, as needed for all the purposes above. Symantec may disclose the information if asked to do so by a law enforcement official as required or permitted by law or in response to a subpoena or other legal process.