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**"Cold Disaster Recovery Equipment"** means a server and/or processor or device on which the Licensed Software may be installed and configured under a Cold Disaster Recovery License, and which is not production use servicing transactions or requiring workloads during periods of Your normal internal business operations.

**"Failover Readiness Testing"** means testing of the procedures for transferring Your production operation from one server to another.

**"Production Use"** means any functional operation of the Licensed Software in support of Your normal business operations (such as normal productive use and pre-production testing other than Failover Readiness Testing).

**"Testing Day"** means a period of twenty-four (24) consecutive hours, or any lesser portion of such twenty-four (24) hour period.

**"Symantec Performance Value Unit"** means a performance capability measurement value assigned to a Processor using factors such as industry benchmarks and software performance.

**"Processor Chip"** means an integrated circuit containing one or more Processor Cores.

**"Processor Core"** means a functional unit on a Processor Chip that interprets and executes computer instructions, including instructions from the Licensed Software.

**"Server"** means a standalone system or an individual computer acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. A Server can run server software for other computers or devices.

**"Instance"** An "instance" of the Licensed Software is created by executing the Licensed Software's setup or install procedure and/or duplicating an existing instance.



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### 17.2A Symantec Performance Value (SPVU) License

1. If the License Instrument indicates that You have received the Symantec Performance Value Unit (SPVU) license for the Licensed Software, You may use the Licensed Software with a Processor Chip or a combination of different Processor Chip(s) in the quantities and at the Use Level up to no more than the number of SPVU licenses and with the applicable operating system platform, as indicated within the License Instrument. The number and type of Processor Chip(s) that You may use with the SPVU licenses may be obtained either through an on-line SPVU calculator or through contacting Your Symantec sales representative. The SPVU calculator is made available to You at <http://sort.symantec.com> and is based on information from the Symantec Hardware Tier Appendix document. Symantec reserves the right, at its reasonable discretion, to make changes to the SPVU calculator or the Symantec Hardware Tier Appendix document at any time.

2. For example, if Your Processor Chip has assigned an SPVU of 100 by Symantec, You must have purchased 100 SPVU licenses. Once You have purchased 100 SPVU licenses for the Licensed Software, You may use the Licensed Software with Your Processor Chip or a combination of different Processor Chip(s) running on the applicable operating system platform, provided that Your use of the Licensed Software with such Processor Chip(s) does not exceed the 100 SPVU licenses You have purchased.

3. Use of SPVU licenses with Virtualization Program or Virtual Machine.

(i) If You use the Licensed Software on a Server with virtualization programs or virtual machine(s) installed, then the number of Processor Chip(s) You would use to determine the number of SPVU licenses You must purchase for the Licensed Software is equal to the number of physical Processor Chip(s) and Processor Core(s) available on the Server.

(ii) For example, if the Server on which the Licensed Software is installed has two physical Processor Chip(s) and each Processor Chip has two Processor Cores, You would use four as the number of Processor Cores to determine the number of SPVU licenses required for that Server.

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