



## SYMANTEC SOFTWARE LICENSE AGREEMENT

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**"Use Level"** means the license use meter or model (which may include operating system, hardware system, application or machine tier limitations, if applicable) by which Symantec 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.

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16.1. **ASSIGNMENT.** You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior express written consent.

16.2. **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software.

16.3. **AUDIT.** An auditor, selected by Symantec and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Licensed Software complies with this License Agreement and the applicable License Instrument. Symantec shall bear the costs of any such audit, except where the audit demonstrates that the Manufacturer's Suggested Reseller Price (MSRP) value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments. In



such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse Symantec for the auditor's reasonable actual fees for such audit.

16.4. **GOVERNING LAW; SEVERABILITY; WAIVER.** If You are located in North America or Latin America, this License Agreement will be governed by the laws of the State of California, United States of America. If you are located in China, this License Agreement will be governed by the laws of the Peoples Republic of China. Otherwise, this License Agreement will be governed by the laws of England. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

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16.7. **ENTIRE AGREEMENT.** This License Agreement and any related License Instrument are the complete and exclusive agreement between You and Symantec 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.** 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.** "Client" or "Device" is defined as a 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.

**B.** "Client Protected Server" shall mean a single NBU Standard Client or NBU Enterprise Client that provide services to more than one user, is considered a group or company resource, and is controlled by a system administrator or IS organization.

**C.** "Cold Disaster Recovery Equipment" or "Cold DR Equipment" means a server, processor or device that has the Cold Dr License installed and configured but is either 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.

**D.** "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.

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

**F.** "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.

**G.** "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.

**H.** "Disaster" means an unforeseen occurrence causing the operation of the applicable products 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.

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

**J.** "Front End Terabyte" 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.



**K.** “Infrastructure Capacity” means a license of the following Licensed Software components in the table set forth below for the number of Front-End Terabytes of the Infrastructure Capacity license as licensed from Symantec. Notwithstanding any other provision of this Agreement, the license meter for any component in an Infrastructure Capacity license shall be based on Front-End Terabytes. You are only authorized to use Licensed Software in an Infrastructure Capacity license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for Front End Terabytes.

STANDARD INFRASTRUCTURE	ENTERPRISE INFRASTRUCTURE	PREMIUM INFRASTRUCTURE PUREDISK
NetBackup Enterprise Server	All Licensed Software included in the Standard Infrastructure package	All Licensed Software included in the Enterprise Infrastructure package
NetBackup Library Based Tape Drive	NetBackup Enterprise Disk	NetBackup Deduplication Option
NetBackup Shared Storage Option	NetBackup for NDMP	
NetBackup Vault Option		

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

**M.** “NetBackup Platform” means a license of the following Licensed Software components in the table set forth below for the number of Front-End Terabytes of the NetBackup Platform license as licensed from Symantec. Notwithstanding any other provision of this Agreement, the license meter for any component in an NetBackup Platform license shall be based on Front-End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for Front End Terabytes.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Enterprise Client
NetBackup Application and Database Pack
NetBackup Library Based Tape Drive
NetBackup for NDMP
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup Enterprise Disk
NetBackup OpsCenter Analytic
NetBackup for SAP Agent

**N.** “Server” is defined as an individual computer, acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. The server’s processor count is determined by the number of populated processors which are installed on a server, where each processor may include multiple cores. A Server can run server software for other computers or devices.

**O.** “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.

**P.** “Storage Server Domain” is defined as a single backup Server which may protect multiple Clients and Network Attached Storage (NAS) systems.

**Q.** “Tape Drive” is defined as a single library-hosted tape drive hardware Device.

**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 processor. The server or processor tier defines the type of hardware on which the software may be licensed.

**U.** “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 Symantec 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 Symantec in the applicable License Instrument.

**V.** “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 Symantec 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 Symantec 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 license and/or an Infrastructure Capacity license):

Product	Meter
NetBackup Server	Per Tiered Server
NetBackup Enterprise Server	Per Tiered Server
NetBackup Standard Client	Per Client
NetBackup Enterprise Client	Per Tiered Client
NetBackup Application and Database Pack	Per Tiered Client
NetBackup Desktop and Laptop Option	Per Client
NetBackup Library Based Tape Drive	Per Tape Drive
NetBackup for NDMP	Per Tiered Server
NetBackup Shared Storage Option	Per Shared Drive
NetBackup Vault Option	
Base	Per Master Server
Additional Drive	Per Tape Drive
Unlimited Drives (w/Base)	Per Master Server
NetBackup Enterprise Disk	Per Front-End Terabyte
NetBackup for SAP Agent	Per Server

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 basis or per Processor basis, the Cold DR License may be deployed on a server tier or processor tier equal to, greater than or less than the authorized server tier or processor tier for the license of the Licensed Software.
- C. Your right to use the Cold 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 **Infrastructure Capacity Licenses.** By way of example only, if You need the components of a Standard Infrastructure Capacity license to back up three (3) Front End Terabytes of data, You will need to license the Standard Infrastructure Capacity license for three (3) Front-End Terabytes. Also, You may obtain and use different levels of Infrastructure Capacity licenses in the same NetBackup Domain (i.e. Standard Infrastructure Capacity license at five (5) Front End Terabytes, Enterprise Infrastructure Capacity license at three (3) Front End Terabytes and Premium Infrastructure Capacity Puredisk license at one (1) Front End Terabyte in the same NetBackup Domain).

17.5 **Use of Licensed Software with NetBackup Deduplication Option and NetBackup RealTime Option.** Symantec may market and distribute the Netbackup Deduplication Option product and the Netbackup RealTime Option product as add-ons for the Netbackup Platform license. If You acquire either of these Symantec products as add-ons for a NetBackup Platform license, You must license, at a minimum, a number of Front End Terabytes for the NetBackup Platform license equal to the number of Front End Terabytes acquired for the Netbackup Deduplication Option add on and/or the Netbackup RealTime Option add on.



**17.6 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.

If You are also running virtual environments, i.e. one or more virtual instances on a physical machine, You must acquire a license of the Licensed Software for each operating system used in such virtual environment and supported by the Licensed Software, if different than the operating system used on the physical machine. For example, if Your physical Server or Client runs the Windows operating system and also runs a virtual environment running the Linux operating system, You must acquire two licenses of the Licensed Software to support such Server or Client.

**17.7 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.

**17.8 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.

**17.9 NetBackup Enterprise Client – SAN Media Server.** If the Licensed Software You have licensed includes NetBackup Enterprise Client licensed for a Storage Attached 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.

**17.10 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.

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 Virtual Tape Option licenses.

**17.11 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.

**17.12 NetBackup Disk Products.** If the Licensed Software You have licensed includes NetBackup Disk products, the following uses and restrictions apply to the product:

- A.** If the Licensed Software You have licensed includes NetBackup Enterprise Disk, You may use such Licensed Software for any and all purposes supported by the functionality of the Licensed Software; and
- B.** If the Licensed Software You have licensed includes NetBackup Basic Disk, You may use such Licensed Software for any and all purposes supported by the functionality of the Licensed Software, except for with devices that perform Deduplication as defined above unless You have acquired the appropriate number of Front End Terabytes of the Enterprise Disk licenses .

**17.13 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."

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**17.14 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.

**17.15 Virtual Machines and 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 Client for each virtual machine running on such computer. For the purposes of this Agreement, a virtual machine is considered the same as an actual machine in connection with such computer.

**17.16 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.

**17.17 Privacy; Data Protection.** The Licensed Software may collect the IP address, domain name, alias and/or hostname of each Server, Client or Device within the NetBackup Domain for the Licensed Software. The collected information is stored on Your system and will not be automatically transmitted to Symantec. The collected information will only be transmitted to Symantec if manually sent by You or Your network administrator as part of a technical support request. If transmitted to Symantec, the collected information will be used only for the purpose of fulfilling the corresponding technical support request received by You or Your network administrator. The collected information may be transferred to the Symantec group in the United States or other countries that may have less protective data protection laws than the region in which you are situated (including the European Union), but Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection. Any collected information will be maintained in a secure manner, and will not be correlated with any other personally identifiable information. Symantec 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.

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