



PRODUCT USE RIGHTS DOCUMENT FOR ARCTERA BACKUP EXEC™

This Product Use Rights Document (“Document”) contains additional terms and conditions (the “Product Use Rights”) for the Licensed Software licensed under the Arctera Software License Agreement (“License Agreement”) between You as the individual, the company, or the legal entity that will be utilizing the Licensed Software (referenced below as “You” or “Your”) and Arctera US LLC and/or its affiliates (“Arctera”). Capitalized terms used in this Document but not defined herein will have the meaning given in the License Agreement. To the extent there is a conflict between the terms and conditions of the License Agreement and this Document, the terms and conditions of this Document will take precedence.

BY DOWNLOADING, INSTALLING OR USING THE LICENSED SOFTWARE, YOU AGREE TO COMPLY WITH THE PRODUCT USE RIGHTS IN THIS DOCUMENT, IN ADDITION TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE PRODUCT USE RIGHTS APPLICABLE TO THE LICENSED SOFTWARE, DO NOT DOWNLOAD, INSTALL OR USE THE LICENSED SOFTWARE.

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

Licensed Software may be licensed to You as Backup Exec Simple, as Simple Restore Only, as a Custom Edition, as a Bronze, Silver or Gold Edition, or as a V-ray Edition.

- For details on Your use of Licensed Software under a Simple subscription license, refer to Sections 1 (“Definitions”) and 2.4 (“General Rights for Simple”).
- For details on Your use of Licensed Software under a Simple Restore Only subscription license, refer to Sections 1 (“Definitions”) and 2.4 (“General Rights for Simple”).
- For details on Your use of Licensed Software under a Custom Edition perpetual license, refer to Sections 1 (“Definitions”), 2.1 (“General Rights for Custom Edition”), and 2.6 (“Additional Details”).
- For details on Your use of Licensed Software under a subscription or perpetual Gold Edition, Silver Edition, Bronze Edition, refer to Sections 1 (“Definitions”), 2.2 (“General Rights for Bronze, Silver, or Gold”), and 2.5 (“Additional Details”).
- For details on Your use of Licensed Software under a perpetual V-Ray Edition license, refer to Sections 1 (“Definitions”) and 2.3 (“General Rights for V-Ray Edition”).

	Backup Exec Simple	Backup Exec Simple Restore Only	Backup Exec Bronze Edition	Backup Exec Silver Edition	Backup Exec Gold Edition	Backup Exec V-Ray Edition	Backup Exec Custom Edition
License Duration	Subscription Only	Subscription Only	Perpetual & Subscription	Perpetual & Subscription	Perpetual & Subscription	Perpetual Only	Perpetual Only
Meter	Per FETB or Per Instance	Per FETB	Per FETB or Per Instance	Per FETB or Per Instance	Per FETB or Per Instance	Per number of CPU sockets	Based on specific Device, Agent or Option
Additional Information	Backup Microsoft 365 user data. *Backup Exec Simple Core Pack per Instance license includes five Instances plus protection for an additional ten Microsoft 365 Users.	No new backups of data. Restore only.					



1. ADDITIONAL DEFINITIONS.

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

“Capacity Edition” means a license of the Licensed Software that is licensed to You based on the number of Front-end Terabytes or the number of Instances, as licensed from Arctera. Notwithstanding any other provision of this Document, the license meter for any component in a Capacity Edition license shall be based on Front-end Terabytes. Capacity Edition licensing includes Bronze, Silver, Gold editions, Backup Exec V-Ray, and other editions as may be added to Section 2 below. Notwithstanding the above, Backup Exec V-Ray is licensed on the number of CPU sockets in use in the hypervisor host or node of the cluster. Other than V-Ray, Licensed Software licensed under Capacity Edition licensing cannot be used in conjunction with Licensed Software licensed under Custom Edition licensing.

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

“Cold Disaster Recovery Equipment” or **“Cold DR Equipment”** means a server 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.

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

“Custom Edition” or **“a la carte licensing”** means a license of the Licensed Software that is licensed to You based on the specific device, agent or option functionality as licensed from Arctera. The license meter for any Custom Edition license shall be based on the individual Client, Application or device in the Licensed Software environment that requires functionality provided by the Licensed Software, as set forth in Section 2.1 below. Licensed Software licensed under Custom Edition licensing cannot be used in conjunction with Licensed Software licensed under Capacity Edition licensing except Backup Exec V-Ray Edition.

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

“Disaster” means an unforeseen occurrence causing the operation of the applicable systems on which the Licensed Software is used for Production Use, or the Licensed Software installed on such systems, to be substantially impaired or prevented, which occurrence may include but is not limited to fires, earthquakes, floods and computer viruses.

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

“Front-end Terabyte” or **“FETB”** is defined as the total aggregate amount of data on Clients or Devices (i) on which the applicable Licensed Software is installed or (ii) for which the Licensed Software is used to provide backup functionality, when such data is measured as the largest aggregate full (or synthetic full) backup performed as actually measured by the Licensed Software. Any partial terabytes of data shall be rounded up to the next whole terabyte. One Terabyte is equal to 1,024 gigabytes of data.

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

“Instance” shall mean a single compute instance, such as a virtual machine in a cloud computing environment or a physical host in the datacenter. Each of the following requires an Instance license: (i) Microsoft Windows Server host with Hyper-V Role; (ii) VMware vCenter Virtual Appliance or Windows. Each node in a Windows cluster when You are protecting volumes, system state, is considered as a separate Instance. By way of example, if You have a Windows cluster with four (4) nodes, You will need four (4) Instance licenses; and (iii) Each cloud share added as a File Server



with a unique DNS name. The following does not require an Instance license: VMware ESXi host and Microsoft Hyper-V Server (without Windows). Additionally, for Backup Exec Simple, an instance can be defined as ten Microsoft 365 users.

“Managed Backup Exec Server Environment” is defined as a group of Backup Exec Servers managed by a single Backup Exec Central Administrator Server or, in the event a Backup Exec Central Administration Server is not present, a Managed Backup Exec Server Environment shall mean a static group of 5 Backup Exec Servers.

“Node/IP” is defined as unique network or machine addresses, such as an internet protocol or MAC address that is monitored by the Licensed Software.

“Processor”, also referred to as a “CPU”, is defined as the logic circuitry that responds to and processes the instructions that runs a computer and/or that accesses or runs the software. Each processor may be comprised of multiple processing cores which may each independently act as individual processors. When indicated by Arctera that the Processor is licensed on a per-socket basis, the number of processors shall be counted as the total number of processors available to the host including processors in a cluster environment.

“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).

“Server” is defined as an individual computer, acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. A Server can run server software for other computers or devices.

“Site” is an individual physical location, cloud, or air-gapped environment.

“Storage Device” is defined as an individual disk, tape, CD, Optical disk, or DVD device, acting as a complete stand-alone storage unit, or a storage unit within a multi-device disk or tape based storage system, attached to a computer for storing information.

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

“User” is defined as an individual person and/or device who is authorized by You to use and/or benefits from the use of the Licensed Software, or is the person and/or device who actually uses any portion of the product or service. A Concurrent User is defined as the number of simultaneous users and/or devices that may use the Licensed Software at any one point of time.

2. LICENSING DETAILS FOR EACH EDITION.

The Licensed Software may be licensed under Simple, Bronze Edition, Silver Edition, Gold Edition, V-Ray Edition, or Custom Edition in accordance with the terms of this section:

2.1. General Rights for Custom Edition. If the License Instrument indicates that You have received a license for one of the Licensed Software products listed below (a Custom Edition), You may use such Licensed Software at the applicable Use Levels identified in the table below and in the License Instrument, in accordance with the applicable section.

Product	Meter
Backup Exec	Per Server
Agent for Applications and Databases	Per Application
Agent for Windows	Per Server
Agent for Linux and UNIX	Per Server
Agent for VMware and Hyper-V	Per Host
Remote Media Agent for Linux	Per Server
Deduplication Option	Per Server
Enterprise Server Option	Per Server
Library Expansion Option	Per Device
NDMP Option	Per Server



VTL Unlimited Drive Option (VUDO)	Per Device
-----------------------------------	------------

2.1.1 Agents and Options. If the License Instrument indicates that You have received a license under Custom Edition, You may use each individual licensed copy of any serialized database agent, remote agent or product option on a single active Server, whether physical or virtual, at any one time, and can enable that individual Server to be protected by any one Server running the Licensed Software by installing the agent or option license key on any one Server running the Licensed Software at any time. Notwithstanding the foregoing, if a serialized database agent, remote agent or product option is expressly set forth below with different licensing provisions, then such different licensing provisions shall apply. If the License Instrument indicates that You have received a license for the Agent or Option, You may use such Agent or Option as specified in Section 2.4 below.

2.2. General Rights for Bronze, Silver, or Gold. If the License Instrument indicates that You have received a license under Gold Edition, Silver Edition or Bronze Edition, You may use such Licensed Software at the applicable Use Levels identified in the table below and in the License Instrument, in accordance with the applicable section.

Product	Meter
Backup Exec Bronze	Per Front-end Terabyte
Backup Exec Bronze	Per Instance
Backup Exec Silver	Per Front-end Terabyte
Backup Exec Silver	Per Instance
Backup Exec Gold	Per Front-end Terabyte
Backup Exec Gold	Per Instance

2.2.1 Agents and Options. If the License Instrument indicates that You have received a license under **Gold Edition, Silver Edition and Bronze Edition**, notwithstanding the applicable meter for each Agent and Option as set forth under Section 2.1 or Custom Edition licensing, You may use the licensed edition of the Licensed Software on any Servers, Applications, Clients or Devices in the environment, physical or virtual, so long as the cumulative capacity in Front-End Terabytes and cumulative instances of the environment do not exceed the total Front-End Terabytes and Instances licensed and the agent or option is included in the licensed edition as specified in Section 2.3 below.

2.2.2 Subscription. If the License Instrument indicates that You have received a license under a Bronze, Silver or Gold Capacity Edition, the Licensed Software may be licensed to You for a non-perpetual term, e.g. a subscription or term license. If the Licensed Software is licensed by You on such non-perpetual basis (as indicated on the applicable License Certificate), then Your license to use the Licensed Software shall terminate at the end of the applicable license term or period. For the avoidance of doubt, if You are no longer licensed to use the Licensed Software under a current subscription or term-based license, then You may no longer use the Licensed Software for any purpose whatsoever, inclusive of any restoration of data backed up by the Licensed Software prior to expiration of the subscription.

2.2.3 If You install Backup Exec Servers in multiple server locations, all locations must deploy the same Backup Exec Edition to be under the same FETB or Instance license entitlement.

2.3 General Rights for V-Ray Edition. If the License Instrument indicates that You have received a license under a V-Ray Edition, You may use each individual copy of the Licensed Software and related Documentation on a single active Server to perform data backup from a single hypervisor host regardless of the number of guests and from the Server running the Licensed Software. You may use each individual copy of the Licensed Software on a single active Server as part of a series of clustered Servers at any one time; provided, that a separate licensed copy of the Licensed Software is installed on each active Server within the cluster. For passive nodes in cluster, a copy of the Licensed Software may be installed without the requirement of a separate license. The Backup Exec V-Ray Edition license is measured by the number of CPU sockets in use in the hypervisor host or node of the cluster. By way of example, if You have a hypervisor host with two CPUs in each of three nodes in a cluster, You will need six licenses for Backup Exec V-Ray Edition for (2 CPUs x 3 cluster nodes). Agents and Options included in the V-Ray Edition license apply only to guest virtual machines on the licensed hypervisor host.



Agents and Options
Backup Exec Server
Agent for Applications & Databases
Agent for Linux and UNIX
Agent for Windows

The Backup Exec V-Ray Edition allows You to protect Virtual Machines and the Virtual Hosts on which they reside. You must purchase additional Backup Exec Agents and/or Options licenses to protect physical computers other than one physical Backup Exec Server, which is included in the V-Ray Edition. For example, if You have a physical system running Oracle, You must purchase a Backup Exec Agent for Applications and Databases license to protect that Server. You do not need to purchase an additional license for the Backup Exec Server that hosts the Oracle agent backups.

No additional Applications that may be running on the Virtual Host are covered by the V-Ray Edition license. By way of example if a Hyper-V host is also running Microsoft Exchange Server, there is no implied license to protect the Exchange Server application or its data. Such a configuration would require an additional license for the Agent for Applications and Databases to protect the Exchange Server since it is running on the physical host.

2.4 General Rights for Simple. If the License Instrument indicates that You have received a license for Simple, You may use such Licensed Software at the applicable Use Levels identified in the table below and in the License Instrument, in accordance with the applicable section.

Product	Meter
Backup Exec Simple Core Pack	Per FETB or Per Instance*
Backup Exec Simple Add-On	Per FETB or Per Instance
Backup Exec Simple Restore Only	Per FETB, up to ten (10) FETB

*All Instances in a single Backup Exec Core Pack license must be used at the same Site.

2.4.1 Simple Core Pack and Add-On. The Simple license is licensed to You based on the number of FETBs or Instances specified in the applicable License Instrument as licensed from Arctera. Notwithstanding any other provision of this Document, the Simple license is measured by the number of FETBs or Instances to be protected or archived, subject to Section 2.4.2. Each Backup Exec Server deployed may not protect less than one (1) FETB or one (1) Instance in the datacenter. For a Simple license licensed to You based on the number of Instances, each Instance cannot exceed 1.45 FETB; Arctera has the right to require You to purchase an additional Simple license to protect in excess of 1.45 FETB. You may send backup data to an unlimited number of physical or virtual tape libraries with an unlimited amount of tape drives. Notwithstanding the foregoing, if Your use of the Licensed Software protects an amount of data that exceeds the Use Level licensed for a period of thirty (30) days, the Licensed Software's ability to backup data will be deactivated until either You have increased the Use Level of Your license to the Licensed Software to account for the difference in the number of FETB or Instances protected and Instances licensed or You reduce the amount of data protected to be compliant with the current number of FETB or Instances licensed.

Agents and Options
Backup Microsoft 365 user data
Backup Exec Server
Agent for Applications & Databases
Agent for Remote Media for Linux Servers
Agent for Linux and UNIX
Agent for Windows
Agent for VMware & Hyper-V
Deduplication Option



Enterprise Server Option
Library Expansion Option (unlimited)
NDMP Option
VTL Unlimited Tape Drive Option
Cloud Deduplication

2.4.2 Simple Restore Only. For Backup Exec Simple Restore Only Licensed Software, You may only use the Licensed Software for the sole purpose of restoring data backed up by the Licensed Software. Any restoration of data under a Backup Exec Simple Restore Only subscription must be performed during the duration of that subscription, and You are not entitled to any credits, refunds, or extension for any FETB, or portion thereof, not used during the subscription.

2.4.3 Subscription. If the License Instrument indicates that You have received a license for Simple, the Licensed Software is licensed to You for a non-perpetual term, e.g. a subscription or term license. Your license to use the Licensed Software shall terminate at the end of the applicable license term or period, including any right to restore data backed up by the Licensed Software prior to expiration of the subscription. A licensed subscription to Backup Exec Simple Restore Only is required to restore data backed up prior to the expiration of the Backup Exec Simple subscription, and solely up to the amount of FETB purchased.

2.5 Additional Details for Bronze Edition, Silver Edition and Gold Edition Licensing.

2.5.1 Bronze Edition. The Bronze level license is licensed to You based on the number of Front-end Terabytes or Instances specified in the applicable License Instrument as licensed from Arctera. Notwithstanding any other provision of this Document, the Bronze level license is measured by the number of Front-end Terabytes or Instances to be protected or archived. For FETB-metered Bronze Edition, You may use an unlimited number of the Backup Exec Servers, Agents and Options specified in the table set forth below. Each Backup Exec Server deployed may not protect less than one (1) Front-End Terabyte of data, or one Instance in the datacenter. You may protect an unlimited number of Servers and You may send backup data to one (1) physical tape drive per Server. Notwithstanding the foregoing, if Your use of the Licensed Software protects an amount of data that exceeds the Use Level licensed for a period of thirty (30) days, the Licensed Software's ability to backup data will be deactivated until either You have increased the Use Level of Your license to the Licensed Software to account for the difference in the Front-end Terabytes protected and the Front-end Terabytes licensed or You reduce the amount of data protected to be compliant with the current Front-end Terabytes licensed. Backup Exec Deduplication Option does not include cloud deduplication capabilities.

Agents and Options
Backup Exec Server
Agent for Windows
Agent for VMware & Hyper-V
Deduplication Option

2.5.2 Silver Edition. The Silver level license is licensed to You based on the number of Front-end Terabytes or Instances specified in the applicable License Instrument as licensed from Arctera. Notwithstanding any other provision of this Document, the Silver level license is measured by the number of Front-end Terabytes or Instances to be protected or archived. For FETB-metered Silver Edition, You may use an unlimited number of the Backup Exec Servers, Agents and Options specified in the table below. Each Backup Exec Server deployed may not protect less than one (1) Front-End Terabyte of data, or one Instance in the datacenter. In the event an Agent is separately provided, Your use is also subject to the included License Agreement that may be delivered with the Agent. You may send backup data up to four (4) physical or virtual tape drives in any combination of stand-alone or in a tape library so long as a total is not more than four (4) tapes drives per Server. Notwithstanding the foregoing, if Your use of the Licensed Software protects an amount of data that exceeds the Use Level licensed for a period of thirty (30) days, the Licensed Software's ability to backup data will be deactivated until either You have increased the Use Level of Your license to the Licensed Software to account for the difference in the Front-end Terabytes protected and the Front-end



Terabytes licensed or You reduce the amount of data protected to be compliant with the current Front-end Terabytes licensed.

Agents and Options
Backup Exec Server
Agent for Applications & Databases
Agent for Linux and UNIX
Agent for Windows
Agent for VMware & Hyper-V
Deduplication Option
Library Expansion Option (up to 4 drives)
Cloud Deduplication

2.5.3 Gold Edition. The Gold level license is licensed to You based on the number of Front-end Terabytes or Instances specified in the applicable License Instrument as licensed from Arctera. Notwithstanding any other provision of this Document, the Gold level license is measured by the number of Front-end Terabytes or Instances to be protected or archived. For FETB-metered Gold Edition, You may use an unlimited number of the Backup Exec Servers, Agents and Options specified in the table below. Each Backup Exec Server deployed may not protect less than one (1) Front-End Terabyte of data or one (1) Instance in the datacenter. In the event an Agent is separately provided, Your use is also subject to the included License Agreement that may be delivered with the Agent. You may send backup data to an unlimited number of physical or virtual tape libraries with an unlimited amount of tape drives. Notwithstanding the foregoing, if Your use of the Licensed Software protects an amount of data that exceeds the Use Level licensed for a period of thirty (30) days, the Licensed Software’s ability to backup data will be deactivated until either You have increased the Use Level of Your license to the Licensed Software to account for the difference in the Front-end Terabytes protected and the Front-end Terabytes licensed or You reduce the amount of data protected to be compliant with the current Front-end Terabytes licensed.

Agents and Options
Backup Exec Server
Agent for Applications & Databases
Agent for Remote Media for Linux Servers
Agent for Linux and UNIX
Agent for Windows
Agent for VMware & Hyper-V
Deduplication Option
Enterprise Server Option
Library Expansion Option (unlimited)
NDMP Option
VTL Unlimited Tape Drive Option
Cloud Deduplication

2.6 Additional Details for Custom Edition Licensing.

2.6.1 Backup Exec. You may use each individual copy of the Licensed Software and related Documentation on a single active Server to perform data backup, regardless of whether the Server is a physical or virtual Server. You may use each individual copy of the Licensed Software on a single active Server as part of a series of clustered Servers at any one time provided that a separate licensed copy of the Licensed Software is installed on each active Server within the cluster. For passive nodes in cluster, a copy of the Licensed Software is required only to be installed and not licensed.

2.6.2 Backup Exec Agent for Windows. Custom Edition requires that You use each individual licensed copy of the Backup Exec Agent for Windows to protect a single Windows Server or Node, whether physical or virtual.



The Agent for Applications and Databases includes one Agent for Windows that must be installed on the Server hosting the Application or database to be protected.

2.6.3 Backup Exec Agent for Linux and UNIX. Custom Edition requires that You use each individual licensed copy of the Backup Exec Agent for Linux and UNIX to protect a single Linux Server or Node, whether physical or virtual. The Agent for Applications and Databases includes one Agent for Linux and UNIX that must be installed on the Server hosting the Application or database to be protected.

2.6.4 Backup Exec Enterprise Server Option. If the Licensed Software You have licensed includes the Backup Exec Enterprise Server Option (“ESO”), You may use each individual licensed copy of the ESO in a single active Backup Exec Central Admin Server Environment, whether physical or virtual, at any one time.

2.6.4.1 An individual licensed copy of ESO is required for each Server installed with the Central Admin Server Option. Each CAS can manage any licensed copy of the Licensed Software enabled as a Managed Backup Exec Server (MBES).

2.6.4.2 Each node in the Managed Backup Exec Server Environment is licensed for use with the Advanced Disk-based Backup Option.

2.6.4.3 Each node in the Managed Backup Exec Server Environment that is attached to the Storage Area Network (SAN) is licensed for use to send backup data to any shared Storage Device on the SAN. A licensed copy of ESO is required for Backup Exec Servers to share SAN devices.

2.6.4.4 You may enable multiple Servers running the Licensed Software on a SAN to use common Library Expansion Option (LEO), VTL Unlimited Drive Option (VUDO), and/or NDMP Option license keys at any one time provided that a licensed copy of the Enterprise Server Option is installed in the Managed Backup Exec Server Environment that is sharing the LEO, VUDO or NDMP license keys.

2.6.5 Backup Exec Agent for Applications and Databases. If an Application or database is running on the hypervisor host, an individually licensed copy of the Backup Exec Agent for Applications and Database is required. If the Licensed Software You have licensed includes the Backup Exec Agent for Applications and Database and is Custom Edition, You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases for a single active Server at any one time, whether physical or virtual, to enable protection for one complete logical instance of supported Applications and databases. You may also install one associated Backup Exec Agent for Windows, or Agent for Linux and UNIX, which is enabled per serialized Backup Exec Agent for Applications and Databases, to protect the specific Server or Node, whether physical or virtual, where the serialized Backup Exec Agent for Applications and Databases is used. The following license provisions shall apply to Custom Edition licenses:

2.6.5.1 Backup Exec Agent for Applications and Databases- SharePoint Server. You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases on a single active Server running the Licensed Software, whether physical or virtual, at any one time to protect one complete logical instance of SharePoint Server, which may be distributed across multiple physical or logical Servers per manufacturer recommendations, from the specific Server running the Licensed Software where the Agent for Windows is installed. Alternately, You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases to protect a single Server SharePoint Farm. For distributed farm environments, each additional SharePoint Server in the SharePoint farm (Web Front-end, Index, Query, additional SharePoint database) requires an additional license for and installation of the Agent for Windows.

2.6.5.2 Backup Exec Agent for Applications and Databases- Active Directory. You may use each individual copy of the Backup Exec Agent for Applications and Databases on a single active Server running the Licensed Software, whether physical or virtual, at any one time to protect Active Directory. An individual licensed copy of the Agent for Applications and Databases is required for each Domain Controller to enable granular recovery from the specific Server running the Licensed Software where the Agent for Windows is installed and an Active Directory Domain Controller is protected.



2.6.5.3 Backup Exec Agent for Applications and Databases- Arctera Enterprise Vault. You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases on a single active Server running the Licensed Software, whether physical or virtual, at any one time to protect Arctera Enterprise Vault. For backup and recovery of an Enterprise Vault installation, an individual licensed copy of the Agent for Applications and Databases is required for each Enterprise Vault site, which may be distributed across multiple physical or logical Servers. For a distributed environment, each additional Server hosting an Enterprise Vault entity (e.g., Vault Store, Fingerprint Database, Index Location, etc.) requires an additional license for and installation of the Agent for Windows. For the purposes of Migration, a single copy of the Agent for Applications and Databases is sufficient on each Backup Exec Server utilized to migrate Enterprise Vault data to tape.

2.6.5.4 Backup Exec Agent- Oracle. You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases on a single active Server running the Licensed Software, whether physical or virtual, at any one time to protect Oracle or Oracle RAC on Windows or Linux Systems. An individual licensed copy of Backup Exec Agent for Applications and Databases is required for each separate instance of Oracle or Oracle RAC to be protected in an environment.

2.6.5.5 Backup Exec Agent for Applications and Databases– Exchange Server. You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases on a single active Server running the Licensed Software, whether physical or virtual, at any one time to protect Exchange Server. An individual licensed copy of Backup Exec Agent for Applications and Databases is required for each separate instance of Exchange Server to be protected in an environment. For backup and recovery of an Exchange 2010 Database Availability Group (DAG) a licensed copy of the Backup Exec Agent for Applications and Databases is required for each member of the DAG.

2.6.5.6 Backup Exec Agent for Applications and Databases– SQL Server. You may use each individual licensed copy of the Backup Exec Agent for Applications and Databases on a single active Server running the Licensed Software, whether physical or virtual, at any one time to protect the Microsoft SQL Server product. An individual licensed copy of Backup Exec Agent for Applications and Databases is required per each installed instance of the SQL Server product to be protected in an environment.

2.6.6 Library Expansion Option. You may connect to any Server running the Licensed Software an unlimited number of individual “stand alone” Storage Devices or one single Storage Device within one physical or virtual tape autoloader, library, robotic library or robotic media changer. Tape autoloaders, libraries, robotic libraries or robotic media changers with two or more Storage Devices require a separate Library Expansion Option license for EACH additional drive beyond the first backup drive in each device.

2.6.7 Backup Exec NDMP Option. You may use each individual licensed copy of the Backup Exec NDMP Option on a single active Server running the Licensed Software, whether physical or virtual, at any one time. An individual licensed copy of the NDMP Option is required for each NDMP Server appliance attached to a single active Server running the Licensed Software.

2.6.8 Backup Exec Agent for VMware and Hyper-V. You may use a single Backup Exec Agent for VMware and Hyper-V license to protect a single VMware ESX host server or a single Microsoft Hyper-V host at any one time, and such host servers may protect an unlimited number of guest virtual machines that reside on the licensed VMware ESX host system or the Microsoft Hyper-V host system. Each VMware ESX host server or Microsoft Hyper-V host that manages the guest virtual machines requires a Backup Exec Agent for VMware and Hyper-V license regardless of the specific VMware ESX host on which the guest virtual machines are running. The Backup Exec Agent for VMware and Hyper-V license allows for additional Backup Exec Agent for Windows and Agent for Linux and UNIX to be used in each guest virtual machine running on the licensed VMware ESX host server or Microsoft Hyper-V host without purchasing additional licenses for those Agents. Other Applications running in guest virtual machines require separate licenses for the Backup Exec Agent for Applications and Databases for each such Application or database.



2.6.9 Backup Exec Remote Media Agent for Linux. You may use each individual licensed copy of the Backup Exec Remote Media Agent for Linux Servers on a single active Server running the Licensed Software, whether physical or virtual, at any one time.

2.6.10 Backup Exec Deduplication Option. You may use each individual licensed copy of the Backup Exec Deduplication Option on a single active Server running the Licensed Software, whether physical or virtual, at any one time. Backup Exec Deduplication Option does not include cloud deduplication capabilities.

2.6.11 Backup Exec VTL Unlimited Drive Option. You may use each individual licensed copy of the Backup Exec VTL Unlimited Drive Option (VUDO) for a single active VTL device, per Backup Exec Server, running the Licensed Software, whether physical or virtual, at any one time.

3 ADDITIONAL RIGHTS AND LIMITATIONS.

3.1 Backup Exec Remote Administration Utility. You may use an unlimited number of the Backup Exec Remote Administration Utility to remotely administer an unlimited number of Servers running the Licensed Software.

3.2 Cloud Connectors. The Licensed Software You have licensed includes a cloud connector (each being a "Cloud Connector") to enable storage of backups to non-Arctera or third party cloud storage environments or services; the following apply:

3.2.1 Your use of the Cloud Connector to store backups to non-Arctera or third party cloud storage environments or services is subject to changes by third parties providing such environments or services which are outside Arctera's control. Arctera shall not be responsible for any outages, data loss, bugs, technical problems, or other errors caused directly or indirectly through Your access to such non-Arctera or third party cloud storage environments or services and/or use of the Cloud Connector. You shall bear the sole risk of loss of or damage to any data through use of such non-Arctera or third party cloud storage environments or services.

3.2.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS DOCUMENT, THE CLOUD CONNECTOR IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER.

4. AMENDED LICENSE GRANT FOR COLD DISASTER RECOVERY

Section 2 of the License Agreement is hereby deleted in its entirety and replaced with the following:

"LICENSE GRANT. Subject to Your compliance with the terms and conditions of the License Agreement, Arctera grants to You the following non-exclusive, non-transferable (except as stated otherwise in Section 18.1) license rights:

a. You may use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in the License Agreement, including this Document, and the applicable License Instrument.

b. Provided that You have a currently effective maintenance/support contract for the Licensed Software, You may install the Licensed Software on Your Cold Disaster Recovery Equipment and (i) You may use such Licensed Software for Failover Readiness Testing purposes for up to a cumulative total of thirty (30) Testing Days in any twelve (12) month period, which use may be concurrent with Your authorized Production Use of the Licensed Software under Section 2(a), and (ii) in the event of a Disaster, You may use such Licensed Software for Production Use at the Use Levels described in the License Agreement, including this Document, and the applicable License Instrument, for a period of up to ninety (90) consecutive calendar days, provided however, that such use may not be concurrent with Your regular Production Use of the Licensed Software under Section 2(a) and does not increase Your total number of licenses to the Licensed Software beyond those which You have purchased and which have been authorized by Arctera as indicated on the applicable License Instrument. The Licensed Software installed on Your Cold Disaster Recovery Equipment and used pursuant to the rights set forth in this subparagraph must be the same version of the Licensed Software You use for Your regular Production Use. In addition, the rights set forth in this subparagraph will automatically



terminate in the event that You do not have a valid maintenance/support contract in effect for the Licensed Software.

- c. You may make a single uninstalled copy of the Licensed Software for archival purposes.
- d. You may exercise Your rights through consultant(s) and outsourcer(s) ("Consultants") in order to deliver services to You, provided You ensure Your Consultants adhere to the terms of this License Agreement, and You assume full responsibility for the actions of Your Consultants in connection with such use."

5. FEEDBACK. The Licensed Software may request Your voluntary product feedback. By providing such feedback, You grant to Arctera, under Your intellectual property rights, a worldwide, royalty-free, irrevocable and non-exclusive license, with the right to sublicense to Arctera's licensees and customers, the right to use and disclose the feedback in any manner Arctera chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Arctera's and its sublicensee's products embodying such feedback in any manner and in any media Arctera or its sublicensees choose, without reference or obligation to You.

6. BENCHMARKS. You may not disclose the results of any benchmark tests or other tests connected with the Licensed Software to any third party without Arctera's prior written consent.

7. DATA PROTECTION. In connection with Your use of the Licensed Software, Arctera and Arctera's licensors, subcontractors, or agents on Arctera's behalf may collect, retain, disclose and use certain information including but not limited to personal data about You, Your devices or systems or Your software usage ("Collected Data"). Arctera use(s) such Collected Data to enable, optimize and provide the Licensed Software and/or maintenance/support to You (and may engage third parties to do so as well) and to improve Arctera's products and services.

Please refer to Arctera's Privacy Notice at <https://www.arctera.io/privacy> in order to understand how Collected Data is processed.

Please note that the use of the Licensed Software may be subject to data protection laws or regulations in certain jurisdictions ("Privacy Laws"). You are responsible for ensuring that Your use of the Licensed Software, the processing and transfer of such Collected Data is in accordance with such Privacy Laws.

You acknowledge that the Collected Data will be processed and accessible on a global basis by Arctera, its Affiliates agents and subcontractors. Arctera shall take appropriate technical and organizational measures against unauthorized or unlawful processing of that personal data and against accidental loss or destruction of, or damage. Arctera may disclose the Collected Data as required or permitted by law or in response to a subpoena or other legal process.

Customer acknowledges Arctera will process any personal data provided to Arctera under these Product Use Rights in accordance with the Data Processing Terms and Conditions at <https://www.arctera.io/privacy> (as amended from time to time).

7.1. In connection with Your use of the Licensed Software, Arctera and third parties appointed by or in conjunction with Arctera may collect, retain, disclose and use certain information, including, without limitation through the use of various mechanisms and tools, such as Arctera Smart Meter and/or VMware PhoneHome. For the purposes of this section, Arctera Smart Meter and VMware PhoneHome are tools that are designed to present the below information. Arctera Smart Meter and VMware PhoneHome present information using telemetry data from Backup Exec Servers. Your environment may be configured to not allow automatic telemetry data uploading. Arctera Smart Meter does not provide Arctera or appointed third parties any visibility to Your data content including personally identifiable information.

(i) Usage information:

- Capacity entitlement in GB
- Capacity usage in GB
- Maintenance contract information