



**PRODUCT USE RIGHTS DOCUMENT FOR VERITAS BACKUP EXEC**

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

Licensed Software may be licensed to You as Backup Exec Simple, 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 details on Your use of Licensed Software under a Custom Edition perpetual license, refer to Sections 1 (“Definitions”), 2.1 (“General Rights”), 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”), 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”), 2.3 (“General Rights”).

|  | <b>Backup Exec Simple</b>  | <b>Backup Exec Bronze Edition</b> | <b>Backup Exec Silver Edition</b> | <b>Backup Exec Gold Edition</b> | <b>Backup Exec V-Ray Edition</b> | <b>Backup Exec Custom Edition</b>         |
|--|--|-----------------------------------|-----------------------------------|---------------------------------|----------------------------------|---|
| <b>License Duration</b>  | Subscription Only  | Perpetual & Subscription          | Perpetual & Subscription          | Perpetual & Subscription        | Perpetual Only                   | Perpetual Only                            |
| <b>Meter</b>   | Per FETB or Per Instance   | 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 |
| <b>Features Available only in Backup Exec Simple Subscription</b><br><b>(An “x” indicates that the feature is not included.)</b> | Backup Microsoft 365 user data.<br><br>*Backup Exec Simple Core Pack per Instance license includes five Instances plus protection for an additional ten Microsoft 365 Users. | x                                 | x                                 | x                               | x                                | x   |



## 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 Veritas. 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 Veritas 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 Veritas. 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 Veritas 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. Notwithstanding the foregoing, if You are no longer licensed to use the Licensed Software under a current subscription or term-based license, then You may use the Licensed Software without a current license for the sole purpose of restoring data backed up by the Licensed Software prior to expiration of the subscription. Any such use shall be consistent with the terms of the License Agreement and this Document. No maintenance/support will be provided for the Licensed Software for such restoration use.

**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** The Simple license is licensed to You based on the number of FETBs or Instances specified in the applicable License Instrument as licensed from Veritas. 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; Veritas 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. 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.

| 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 Subscription.** If the License Instrument indicates that You have received a license for Simple, 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. Notwithstanding the foregoing, if You are no longer licensed to use the Licensed Software under a current subscription or term-based license, then You may use the Licensed Software without a current license for the sole purpose of restoring data backed up by the Licensed Software prior to expiration of the subscription. Any such use shall be consistent with the terms of the License Agreement and this Document. No maintenance/support will be provided for the Licensed Software for such restoration use.

**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 Veritas. 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 Veritas. 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 Veritas. 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- Veritas 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 Veritas 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-Veritas 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-Veritas or third party cloud storage environments or services is subject to changes by third parties providing such environments or services which are outside Veritas's control. Veritas 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-Veritas 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-Veritas 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:

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(i) Usage information:

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