



PRODUCT USE RIGHTS DOCUMENT FOR ENTERPRISE VAULT

This Product Use Rights Document (“Document”) contains additional terms and conditions (the “Product Use Rights”) for the Licensed Software licensed under the Veritas 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 Veritas Technologies LLC. 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: ENTERPRISE VAULT

1. ADDITIONAL DEFINITIONS.

“**Active User**” means a User actively creating new data or accessing data within the archive. Active Users can also include Users who have left the company but whose content is still available for Discovery, Supervision, Analytics, or End-user access or search.

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

“**Content Source**” means one type of content that is archived such as Slack, One Drive, etc.

“**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**” shall mean the total aggregate amount of data (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.

“**Gigabytes**” means the total aggregate amount of uncompressed data storage capacity and/or computer memory that is managed by the Licensed Software. One Gigabyte is equal to 1,024 megabytes of data.

“**Inactive User**” means a User not actively creating new data or accessing data within the archive. An Inactive User may represent email content from a User that is no longer with the company but that is still included in the archive.

“**Processor**” also referred to as a “CPU”, means the logic circuitry that responds to and processes the instructions that run 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-core basis, the number of processors shall be counted as the total number of cores such that a processor with “x” cores is counted as “x” processors.

“**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).

“**Terabyte**” means 1,024 Gigabytes of data.

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

“**User**” means an individual person and/or device authorized by You to use and/or benefit from the use of the software, or is the person and/or device actually using any portion of the Licensed Software.



2. ADDITIONAL USE RIGHTS AND LIMITATIONS.

2.1 Use Levels. For all Licensed Software, You may use the number of licensed Users of the Licensed Software and/or the number of licensed Terabytes of the Licensed Software per the terms contained in the License Agreement and according to the Use Level limitations specified in the License Instrument for the licenses which You have purchased.

- 2.1.1 **Archive Discovery.** You must obtain a license for each unique Exchange, SMTP, or Domino User mailbox associated with an Active User to be journaled and then archived. You must also obtain a license for each unique User who has archived files, Instant Messages, Social media or any other native or partner content sources. Only one license is required per Active User regardless of the number of content sources associated with that Active User.
- 2.1.2 **Compliance Accelerator.** You must obtain a license for each Active User with archived items. Only one license is required per Active User regardless of the number of content sources associated with that Active User.
- 2.1.3 **Legacy Email Ingest.** You must obtain a license for the total number of FETBs of historical data being archived into the Licensed Software.

2.2 Product Suites/Bundles. If the License Instrument indicates that you have received a license for the Licensed Software as part of a suite or bundle of software products (“a Suite”), Your use of such Suite is subject to the applicable following limitations:

	Product Suites	License Use Meter; Additional Limitation(s)	Features
2.2.1	Email Management Product Suite	Per User; License the total number of Active Users	Mailbox Archiving Vault Cache/Virtual Vault PST Migrator Internet Mail/IMAP EV Search
2.2.2	File Management Product Suite	Per FETB	EV Search File System Archiving SharePoint Archiving
2.2.3	File Governance Product Suite	Per FETB; Total number of FETB from File system and SharePoint into Enterprise Vault and total number of FETB managed by Data Insight	EV Search File System Archiving Data Insight SharePoint Archiving
2.2.4	Archive Discovery Product Suite	Per User; License the total number of Active Users	Journaling Discovery Accelerator ADSS
2.2.5	Supervision Product Suite	Per User; License the total number of Active Users	Journaling Compliance Accelerator Relationship Analytics
2.2.6	Email Classification and Retention Product Suite	Per User; License the total number of Active Users	eMail Classification Gated Deletion Reclassification Retention Plans
2.2.7	File Classification and Retention Product Suite	Per FETB	File Classification Gated Deletion Reclassification Retention Plans

2.2.8	Enterprise Vault Product Suite	Per User; License the total number of Active Users	Email Management Supervision Archive Discovery Classification/Retention IM Archiving File Governance Legacy Email Ingest
-------	--------------------------------	---	--

2.3 **Data Insight.** If the License Instrument indicates that You have received a license to Veritas Data Insight as part of a Suite, You may use Data Insight to manage the applicable number of Users and/or the applicable number of FETBs per the terms contained in this Document and in the PUR Document for the version of Data Insight licensed to You found at this link <https://www.veritas.com/about/legal/license-agreements> and according to the Use Level limitations specified in the License Instrument.

2.4 **License Instrument.** Your License Instrument shall constitute proof of Your right to make and use such copies. You may not use the Licensed Software in excess of the applicable Use Levels unless You purchase the additional requisite number of licenses for such use. If You received the Licensed Software distributed on media containing multiple Veritas products, You may not use any Veritas software on the media for which You have not received permission in an applicable License Instrument.

2.5 **Subscription.** 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 Instrument), then Your license to use the Licensed Software shall terminate at the end of the applicable license term or period.

3. ADDITIONAL PROVISIONS.

3.1 **PowerShell Script.** If the Licensed Software You acquire includes a powershell script for use with the Licensed Software which is currently known as ExampleEVPermissionsAuditHelper.ps1 (the "PowerShell Script"), You may use a reasonable number of copies of the PowerShell Script solely in support of Your use of the Licensed Software for which You have a license.

3.2. **Disclaimers:** Notwithstanding any other provision of this License Agreement, the following terms shall be applicable to the PowerShell Script:

a) **Warranty Disclaimer.** THE POWERSHELL SCRIPT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. THE POWERSHELL SCRIPT IS PROVIDED GRATUITOUSLY AND, ACCORDINGLY, VERITAS SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE POWERSHELL SCRIPT. VERITAS WILL NOT PROVIDE DEVELOPER, ENGINEERING OR ANY TECHNICAL SUPPORT FOR THE POWERSHELL SCRIPT AND WILL NOT ISSUE UPDATES, UPGRADES, OR ENHANCEMENTS TO THE POWERSHELL SCRIPT.

b) **Disclaimer of Damages.** SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL VERITAS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE POWERSHELL SCRIPT EVEN IF VERITAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **AMENDED LICENSE GRANT.** Section 2 of the License Agreement is hereby deleted in its entirety and replaced with the following:



“2. LICENSE GRANT. Subject to Your compliance with the terms and conditions of this License Agreement, Veritas 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 this License Agreement 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 this License Agreement 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 Veritas 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.”

5. DATA COLLECTION; DATA PROTECTION REGULATIONS. In connection with Your use of the Licensed Software, Veritas may collect, retain, disclose and use certain information (“Collected Data”). Collected Data may include, but is not limited to, personally identifiable information about You, Your devices or systems or Your software usage. Veritas use(s) such Collected Data to enable, optimize and provide the Licensed Software or maintenance/support to You (and may engage third parties to do so as well) and to improve Veritas’ products and Licensed Software in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Licensed Software, You agree to allow Veritas to collect Collected Data as described in this section. Please refer to Veritas’ product privacy notices at <https://www.veritas.com/company/privacy> in order to fully understand what information Veritas collects, retains, discloses, and uses from You or Your devices. Please note that the use of the Licensed Software may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for ensuring that Your use of the Licensed Software is in accordance with such laws or regulations. Where Your processing of the personal data provided to Veritas under this Agreement is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of personal data and privacy that may exist in the European Economic Area, Switzerland, Veritas shall process such personal data in accordance with the Data Processing Terms and Conditions at www.veritas.com/gdpr.

6. ORACLE OUTSIDE IN TECHNOLOGY. The Licensed Software may include the Oracle Outside In Technology software product (the “Oracle Software”). Such Oracle Software is subject to a restricted license, may not be accessed/used directly, and may only be accessed/used via the Licensed Software. The Oracle Software may include source code that Oracle may provide as part of its standard shipment of such Oracle Software, and such source code shall be governed by the terms of this License Agreement. To the extent permitted by applicable law, Oracle shall have no liability to You for damages, whether direct, indirect, incidental, or consequential, regarding Your use of the Oracle Software. Oracle is a third party beneficiary to this Agreement. Furthermore, the following additional terms and conditions apply to Your use of the Oracle Software: (i) You may not publish any results of benchmark tests run on the Oracle Software and (ii) the terms and conditions of the Uniform Computer Information Transaction Act (UCITA) are hereby expressly disclaimed and shall not have any applicability with respect to the interpretation of this License Agreement.

7. TELERIK TECHNOLOGY. The Licensed Software may include Telerik software products (“Telerik Software”). For avoidance of doubt, You are not permitted to use the Telerik Software, or any portions thereof, for software development or application development purposes unless they also purchase a separate commercial license from Telerik for each of the users.



8. IBM WATSON EXPLORER ENTERPRISE EDITION. The Licensed Software may include the IBM Watson Explorer Enterprise Edition software products ("IBM Software"). The IBM Software may not be i) used for any purpose other than to enable the Licensed Software, ii) copied (except for backup purposes), iii) further distributed or transferred without the Licensed Software or iv) reverse assembled, reverse compiled, or otherwise translated except as specifically permitted by law and without the possibility of a contractual waiver.

9. Use of Oracle Java Software. The Licensed Software contains Java as licensed from Oracle Corporation. Your use of the Java portion of the Licensed Software ("Java Software") is subject to the following additional terms:

a. **Java Technology Restrictions.** You shall not create, modify, change the behavior of, or authorize licensees of Veritas to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Oracle in any naming convention designation. In the event that Veritas creates an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, Veritas must promptly publish broadly an accurate specification for such API for free use by all developers.

b. **Trademarks and Logos.** This License Agreement does not authorize You to use any Oracle America, Inc. name, trademark, service mark, logo or icon. You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agree to: (a) comply with the Java Trademark Guidelines at <http://www.oracle.com/us/legal/third-party-trademarks/index.html>; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Veritas in any Java Mark.

c. **Source Code.** The Java Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this License Agreement. Source code may not be redistributed unless expressly provided for in the terms of the License Agreement.

d. **Third Party Code.** Additional copyright notices and license terms applicable to portions of the Java Software are set forth in the THIRDPARTYLICENSEREADME.txt file.

e. **Commercial Features.** Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified in the Java Software documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>". Nothing in this License Agreement grants any rights to use the Commercial Features of the Java Software.

Enterprise Vault 12.5_21OCT2019