



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.

- **“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.
  - **“Active User”** means a User who is creating new data, and/or their archived data is available or accessed for Discovery, Supervision, Analytics, and End User Access or Search.
  - **“Legacy User”** means a User who is not creating new data, but their archived data is available or accessed for Discovery, Supervision, Analytics, and End User Access or Search.
  - **“Inactive User”** means a User who has no content in their archives.

**“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 archived from a source, for example a File Server or SharePoint Server. 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.

**“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.

## 2. LICENSED SOFTWARE.

**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. **Email Management.** You must obtain a license for each Active and Legacy User who has access to one or more archives of type Exchange Mailbox, Exchange Public Folder, Domino Mailbox, Domino Public Folder, Internet Mail, or Shared Mailbox. Only one license is required per Active and Legacy User regardless of the number of content sources associated with that Active and Legacy User.

2.1.2. **File Governance Product Suite.** You must obtain a license for the total number of FETBs of historical data being archived into the Licensed Software. Data Insight is included in File Governance Product Suite Subscription licenses: it is not included when File Governance Product Suite is licensed on a Perpetual basis.

2.1.3. **Archive Discovery.** You must obtain a license for each Active User or Legacy User that has content sources, for example Exchange, SMTP or Domino. Only one license is required per Active or Legacy User regardless of the number of content sources associated with that Active and Legacy User.

2.1.4. **Supervision.** You must obtain a license for each Active User and Legacy User that has content sources, for example Exchange, SMTP or Domino. Only one license is required per Active and Legacy User regardless of the number of content sources associated with that Active and Legacy User.

2.1.5. **Enterprise Vault Product Suite Complete.** You must obtain a license for each Active and Legacy User with archived items. Only one license is required per Active and Legacy User regardless of the number of content sources associated with that Active and Legacy User. \*\* File System Archiving (FSA) has a capacity of 5 GB/user aggregate for Enterprise Vault 14.3 and above offerings.

2.1.6. **Enterprise Vault Ingest.** You must obtain a license for the total number of FETBs of historical data being archived into the Licensed Software.

2.1.7. **EV Collector.** You must obtain a license for each Active and Legacy User with archived items. You may not use EV Collector to ingest or archive new content; EV Collector may only be used to access previously archived items. A current EV.cloud subscription is a prerequisite to an EV Collector license; You must have a current EV.cloud subscription in place in order for your EV Collector license(s) to be valid.

**2.2. Product Offerings.** The Licensed Software may be licensed to You, under one of the following offerings as indicated in the table below. 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 limitations indicated below.

# VERITAS™

	<b>Product Offerings:</b>	<b>License Models:</b>	<b>License Use Meter; Additional Limitation(s)</b>	<b>Features:</b>
2.2.1	Email Management	Subscription/Perpetual	User;  License the total number of Active and Legacy Users	<ul style="list-style-type: none"> <li>• Mailbox Archiving (Exchange and Domino)</li> <li>• Public Folder Archiving</li> <li>• Internet Mail</li> <li>• PST/NSF Migration</li> <li>• Virtual Vault</li> <li>• Virtual Cache</li> <li>• Enterprise Vault Search</li> </ul>
2.2.2	File Management Product Suite	Perpetual	FETB; Total number of FETB from File system and SharePoint into Enterprise Vault	<ul style="list-style-type: none"> <li>• EV Search</li> <li>• File System Archiving</li> <li>• SharePoint Archiving</li> </ul>
2.2.3	File Governance Product Suite	Subscription/Perpetual	FETB;  Total number of FETB from File System and SharePoint into Enterprise Vault and total number of FETB managed by Data Insight only*	<ul style="list-style-type: none"> <li>• File System Archiving</li> <li>• SharePoint Archiving</li> <li>• Data Insight</li> <li>• File Classification</li> <li>• Enterprise Vault Search</li> </ul>
2.2.4	Archive Discovery	Subscription/Perpetual	User;  License the total number of Active and Legacy Users	<ul style="list-style-type: none"> <li>• Journaling (Exchange, Domino, and SMTP)</li> <li>• Discovery Accelerator</li> <li>• Archive Discovery Search Service (ADSS)</li> <li>• Email Classification</li> <li>• File Classification</li> </ul>
2.2.5	Supervision	Subscription/Perpetual	User;  License the total number of Active and Legacy Users	<ul style="list-style-type: none"> <li>• Journaling (Exchange, Domino, and SMTP)</li> <li>• Compliance Accelerator/ Veritas Surveillance</li> <li>• Relationship Analytics</li> <li>• Email Classification</li> </ul>
2.2.6	Email Classification and Retention Product Suite	Perpetual	User; License the total number of Active Users	<ul style="list-style-type: none"> <li>• Mail Classification</li> <li>• Gated Deletion</li> <li>• Reclassification</li> <li>• Retention Plans</li> </ul>



2.2.7	File Classification and Retention Suite	Perpetual	FETB	<ul style="list-style-type: none"> <li>• File Classification</li> <li>• Gated Deletion</li> <li>• Reclassification</li> <li>• Retention Plans</li> </ul>
2.2.8	Enterprise Vault Product Suite Complete**	Subscription/Perpetual	User;  License the total number of Active and Legacy Users	<ul style="list-style-type: none"> <li>• Mailbox Archiving (Exchange and Domino)</li> <li>• Journaling (Exchange, Domino, and SMTP)</li> <li>• File System Archiving</li> <li>• SharePoint Archiving</li> <li>• Discovery Accelerator</li> <li>• Compliance Accelerator/Veritas Surveillance</li> <li>• Email Classification</li> <li>• File Classification</li> <li>• PST &amp; NSF Migration</li> <li>• Enterprise Vault Search</li> </ul>
2.2.9	Enterprise Vault Ingest (Previously Legacy Email Ingest and Enterprise Vault Extensions)	Subscription/Perpetual	FETB;  License the total number of FETB	<ul style="list-style-type: none"> <li>• PST Migration</li> <li>• NSF Migration</li> <li>• EV Extensions</li> <li>• Enterprise Vault Search</li> </ul>

\* Data Insight is included in File Governance Product Suite Subscription licenses; it is not included when File Governance Product Suite is licensed on a Perpetual basis.

\*\*File System Archiving (FSA) has a capacity of 5GB/user aggregate for Enterprise Vault 14.3 and subsequent releases

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

**2.4. 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/company/legal/license-agreements> and according to the Use Level limitations specified in the License Instrument.

**2.5. 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.

### 3 AMENDED LICENSE GRANT.

**3.1** 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, 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 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 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.
- 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.”

**4. ADDITIONAL PROVISIONS.**

**4.1. Use of 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.

**4.2. Use of 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 You also purchase a separate commercial license from Telerik for each of Your users.

**4.3. Use of 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.

**4.4. Use of 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.

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

4.4.2. **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.

4.4.3. **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.

**5. DATA PROTECTION.** In connection with Your use of the Licensed Software, Veritas and Veritas’ licensors, subcontractors, or agents on Veritas’ 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”). Veritas 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 Veritas’ products and services.

Please refer to Veritas’ Product Privacy Notices at <https://www.veritas.com/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 Veritas, its Affiliates agents and subcontractors. Veritas 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. Veritas may disclose the Collected Data as required or permitted by law or in response to a subpoena or other legal process.

Any processing of personal data provided to Veritas within the EEA, the United Kingdom or Switzerland is subject to the General Data Protection Regulation (EU) 2016/679 framework or other applicable privacy laws in these jurisdictions, Customer acknowledges Veritas will process such personal data in accordance with the Data Processing Terms and Conditions at [www.veritas.com/privacy](http://www.veritas.com/privacy) (as amended from time to time).