



PRODUCT USE RIGHTS DOCUMENT FOR VERITAS SYSTEM RECOVERY

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: Veritas System Recovery.

1. DEFINITIONS.

“**Cloud Service Provider Environment**” means the cloud computing environment maintained by the Cloud Service Provider or its subcontractors.

“**Cloud Service Provider**” means the third party entity into whose hosted environment you have chosen to deploy your Licensed Software entitlement.

“**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.

“**Device**” means 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.

“**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.

“**Managed Device**” means as a device that is managed, monitored and/or protected by the Licensed Software but that may not actually be running the Licensed Software itself.

“**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**” means 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.

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

2. USE RIGHTS AND LIMITATIONS.

2.1 You may copy and use the Licensed Software for the number of Devices, Managed Devices, and/or Servers as have been licensed to You by Veritas under a License Instrument. For devices running multiple operating systems (e.g., multiple boot systems or virtual machine servers), each instance of new operating systems constitutes a new Device from which You access and use the Licensed Software. For Devices or Servers in a cluster, You may use each individual copy of the Licensed Software and related documentation on a single active Device or Server at any one time provided that a separate licensed copy of Licensed Software is installed on each active Device or Server within the cluster. Each active Device requires a unique license of the Licensed Software.



- 2.2 You may use one licensed copy of the Veritas System Recovery Server on a per Server basis (either physical, virtual, or applicable Cloud Service Provider Environment as made available by Veritas).
- 2.3 You may use one licensed copy of the Veritas System Recovery Desktop Edition on a per Device basis and is only valid for Microsoft Windows desktop operating systems. Please refer to the Veritas System Recovery compatibility list which can be found on the Veritas website.
- 2.4 You may use one licensed copy of the Veritas System Recovery Small Business Server Edition on a per Server basis and is only valid for Microsoft Windows Small Business server/Essential server operating systems. Please refer to the Veritas System Recovery compatibility list which can be found on the Veritas website.
- 2.5 You may use one licensed copy of the Veritas System Recovery Linux Edition on a per Server basis (either physical, virtual, or applicable Cloud Service Provider Environment as made available by Veritas).
- 2.6 You may use one licensed copy of the Veritas System Recovery Virtual Edition on a per Server basis. You may use a single Veritas System Recovery Virtual Edition license to protect a single physical server at any one time, and such physical host server may protect an unlimited number of guest virtual machines that reside on the licensed host system.
- 2.7 You may use the activation information (i.e. the license key) provided by Veritas for the Licensed Software to enable a prior version of the Licensed Software provided that such activation information is backward compatible (Veritas makes no warranty with respect to the activation information in connection with such use), subject to the licensing requirements and restrictions set forth herein. Notwithstanding the foregoing, all prior versions of the Licensed Software are subject to Veritas' end-of-life policy and support limitations.

3. COLD DISASTER RECOVERY.

Section 2 of the End User 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 this License Agreement, Veritas grants to You the following non-exclusive, non-transferable (except as stated otherwise in Section 16.1) 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."

4. THIRD-PARTY DEVICE DRIVERS. The Licensed Software may contain third-party device drivers. Such device drivers are provided solely for Your convenience. It is Your responsibility to confirm whether such device drivers are applicable to Your environment. The device drivers are provided by Veritas "AS IS" WITHOUT ANY TECHNICAL SUPPORT OR WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY SHALL VERITAS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DIRECT, CONSEQUENTIAL,



SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE THIRD-PARTY DEVICE DRIVER.

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/privacy.

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 Veritas' prior written consent.