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### 1. DEFINITIONS.

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**"Use Level"** means the license use meter or model (which may include operating system, data capacity, hardware system, application or machine tier limitations, if applicable) by which Symantec measures, prices and licenses the right to use the Licensed Software, in effect at the time an order is placed for such Licensed Software, as indicated in this License Agreement and the applicable License Instrument.

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2.1 **TERM.** The term of the Licensed Software license granted under this License Agreement shall be perpetual (subject to Section 14) unless stated otherwise in Section 17 or unless You have obtained the Licensed Software on a non-perpetual basis, such as, under a subscription or term-based license for the period of time indicated on the applicable License Instrument. If You have obtained the Licensed Software on a non-perpetual basis, Your rights to use such Licensed Software shall end on the applicable end date as indicated on the applicable License Instrument and You shall cease use of the Licensed Software as of such applicable end date.

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7.1. **MEDIA WARRANTY.** If Symantec provides the Licensed Software to You on tangible media, Symantec warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Symantec will replace any defective media returned to Symantec within the warranty period at no charge to You. The above warranty is inapplicable in the event the Licensed Software media becomes defective due to unauthorized use of the Licensed Software. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

7.2. **PERFORMANCE WARRANTY.** Symantec warrants that the Licensed Software, as delivered by Symantec and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by You to Symantec within the ninety (90) day warranty period, Symantec will do one of the following, selected at Symantec's reasonable discretion: either (i) repair the Licensed Software, (ii) replace the Licensed Software with software of substantially the same functionality, or (iii) terminate this License Agreement and refund the relevant license fees paid for such non-compliant Licensed Software. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

8. **WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SYMANTEC MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, AND UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.**

9. **LIMITATION OF LIABILITY. 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 SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY**

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10. **MAINTENANCE/SUPPORT.** Symantec has no obligation under this License Agreement to provide maintenance/support for the Licensed Software. Any maintenance/support purchased for the Licensed Software is subject to Symantec's then-current maintenance/support policies.

11. **SOFTWARE EVALUATION.** If the Licensed Software is provided to You for evaluation purposes and You have an evaluation agreement with Symantec for the Licensed Software, Your rights to evaluate the Licensed Software will be pursuant to the terms of such evaluation agreement. If You do not have an evaluation agreement with Symantec for the Licensed Software and if You are provided the Licensed Software for evaluation purposes, the following terms and conditions shall apply. Symantec grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Licensed Software solely for internal non-production evaluation. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Licensed Software or (ii) sixty (60) days from the date of Your initial installation of the Licensed Software, if no such evaluation period is pre-determined in the Licensed Software ("Evaluation Period"). The Licensed Software may not be transferred and is provided "AS IS" without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Licensed Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Licensed Software Evaluation Period, You will cease use of the Licensed Software and destroy all copies of the Licensed Software. All other terms and conditions of this License Agreement shall otherwise apply to Your evaluation of the Licensed Software as permitted herein.

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14. **TERMINATION.** This License Agreement shall terminate upon Your breach of any term contained herein. Upon termination, You shall immediately stop using and destroy all copies of the Licensed Software.

15. **SURVIVAL.** The following provisions of this License Agreement survive termination of this License Agreement: Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Restricted Rights, Export Regulation, Survival, and General.

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16.1. **ASSIGNMENT.** You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior express written consent.

16.2. **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software.

16.3. **AUDIT.** An auditor, selected by Symantec and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Licensed Software complies with this License Agreement and the applicable License Instrument. Symantec shall bear the costs of any such audit, except where the audit demonstrates that the Manufacturer's Suggested Reseller Price (MSRP) value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse Symantec for the auditor's reasonable actual fees for such audit.

16.4. **GOVERNING LAW; SEVERABILITY; WAIVER.** If You are located in North America or Latin America, this License Agreement will be governed by the laws of the State of California, United States of America. If you are located in China, this License Agreement will be governed by the laws of the Peoples Republic of China. Otherwise, this License Agreement will be governed by the laws of England. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

16.5. **THIRD PARTY PROGRAMS.** This Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs.

16.6. **CUSTOMER SERVICE.** Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Enterprise Customer Care, 555 International Way, Springfield, Oregon 97477, U.S.A., (ii) Symantec Enterprise Customer Care Center, PO BOX 5689, Dublin 15, Ireland, or (iii) Symantec Enterprise Customer Care, 1 Julius Ave, North Ryde, NSW 2113, Australia.

16.7. **ENTIRE AGREEMENT.** This License Agreement and any related License Instrument are the complete and exclusive agreement between You and Symantec relating to the Licensed Software and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This License Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. This License Agreement may only be modified by a License Instrument that accompanies or follows this License Agreement.

17. **ADDITIONAL TERMS AND CONDITIONS.** Your use of the Licensed Software is subject to the terms and conditions below in addition to those stated above.

17.1 **Additional Definitions.**

**A.** "Capacity Value Unit" or "CVU" is determined by measuring the total number of FETBs (defined below) applicable to Licensed Software distributed by Symantec on a Per CVU basis. If Symantec has made generally available a CVU configuration tool for use by the public, You may use such CVU tool to determine the total number of CVUs needed for the Licensed Software applicable to You by entering the total number of FETBs that you will use for the Licensed Software. If such CVU tool is available, the CVU tool may be accessed at <http://sort.symantec.com>. If a CVU tool is not available, You should contact your assigned or local Symantec sales representative to determine the total number of CVUs You need for the Licensed Software. For the purposes of this Section, "You" shall include any companies where You have ownership or control of fifty percent (50%) or more of the ownership or voting interests in such company. For the purposes of clarity, if at a later time, the total number of FETBs applicable to You have increased, You should determine the total number of CVUs needed for the Licensed Software and license additional CVUs equal to the difference between the total required CVUs needed and any previously licensed CVUs. You must obtain the appropriate number of CVUs for the Licensed Software based on your then-current FETB amounts. Symantec reserves the right, at its reasonable discretion, to make changes to the CVU tool at any time. CVU Use Level Licensed Software may not be used for any NetBackup Domains including NetBackup software licensed on any other Use Level. You may exclude the FETBs for such Domains in calculating the number of CVUs needed by a Customer.

"Client" or "Device" is defined as a physical, single computer, storage drive or other device (i) on which licensee can install and use the software, (ii) from which licensee accesses and uses the software installed on a network, or (iii) a physical connection point that links together two separate devices.

**B.** "Client Protected Server" shall mean a single NetBackup Standard Client or NetBackup Enterprise Client that provides services to more than one user, is considered a group or company resource, and is controlled by a system administrator or IT organization. The client's tier is determined by the total number of physical CPUs (occupied processor sockets) which are installed on the client.

**C.** "Cold Disaster Recovery Equipment" or "Cold DR Equipment" means a server, processor or device that has the Cold DR License installed and configured but is either turn-off or is idle. An idle or "passive" mode and configuration refers to the server in a high availability cluster that has database and/or applications installed, but are not servicing user transactions or query workloads during periods of normal operation.

**D.** "Cold Disaster Recovery License" or "Cold DR License" means a copy of the Licensed Software deployed on Cold DR Equipment granted by Symantec for the sole purpose of use by a customer in accordance with the requirements described above in the event of a Disaster.

**E.** "Disaster Recovery Site" or "DR Site" means the site or location where Cold DR Equipment is located.

**F.** "Deduplication" is defined as the process of evaluating and detecting the occurrence of redundant data content in a new data-set or input/output ("I/O") stream by comparing such data-set or I/O stream to an already existing data-set, and, upon

discovery, treating such redundancies to reduce or prevent redundancies from consuming storage or bandwidth resources. However, data reduction technologies, such as compression, that only work within the boundaries of a single file shall not be considered deduplication.

**G.** “Desktop” is defined as a single Device used in a stationary office environment used by an end user. “Laptop” is defined as a single mobile Device used by an end user.

**H.** “Disaster” means an unforeseen occurrence causing the operation of the applicable production systems and the Licensed Software installed on such production systems, to be substantially impaired or prevented, which occurrence may include, without limitation, fires, earthquakes, floods and viruses.

**I.** “Failover Readiness Testing” means the process of moving or testing procedures for moving production work from a production server to another server.

**J.** “Front End Terabyte” or “FETB” shall mean 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 one thousand twenty-four (1,024) gigabytes of data.

**K.** “NetBackup Domain” is defined as a single backup Server or a single cluster of backup Servers managed by a single backup Server which may protect multiple Clients and Network Attached Storage (NAS) systems.

**L.** “NetBackup Platform Base – Complete Edition” means a license of the following Licensed Software components in the table set forth below for the number of Front-End Terabytes of the NetBackup Platform Base – Complete Edition according to the Use Level limitations specified in the License Instrument for the license You have acquired from Symantec. Notwithstanding any other provision of this Agreement, the license meter for any component in a NetBackup Platform Base – Complete Edition license shall be based on Front-End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform Base – Complete Edition license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for Front-End Terabytes.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Standard Client – Physical
NetBackup Standard Client – Virtual
NetBackup Enterprise Client
NetBackup Application and Database Pack
NetBackup Library Based Tape Drive
NetBackup for NDMP
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup for SAP Agent
NetBackup Data Protection Optimization Option
NetBackup Search
NetBackup Search – Physical
NetBackup Search - Virtual
NetBackup Replication Director
NetBackup OpsCenter Analytics
NetBackup OpsCenter Analytics – Physical
NetBackup OpsCenter Analytics – Virtual
NetBackup OpsCenter Analytics for Enterprise Vault
NetBackup Platform Base – Complete Edition
NetBackup Platform Base – Complete Edition Flex Pack
NetBackup Platform Base – NDMP Edition

**M.** “NetBackup Platform Base – NDMP Edition” means a license of the following Licensed Software components in the table set forth below for the number of Front-End Terabytes of the NetBackup Platform Base – NDMP Edition according to the Use Level limitations specified in the License Instrument for the license You have acquired from Symantec. Notwithstanding any other provision of this Agreement, the license meter for any component in a NetBackup Platform Base – NDMP Edition license shall be based on Front-End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform Base – NDMP Edition license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for Front-End Terabytes.

Product
NetBackup Server

NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Standard Client – Physical
NetBackup Standard Client – Virtual
NetBackup Enterprise Client
NetBackup Application and Database Pack
NetBackup Library Based Tape Drive
NetBackup for NDMP
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup for SAP Agent
NetBackup Data Protection Optimization Option
NetBackup Search
NetBackup Search – Physical
NetBackup Search - Virtual
NetBackup Replication Director
NetBackup OpsCenter Analytics
NetBackup OpsCenter Analytics – Physical
NetBackup OpsCenter Analytics – Virtual
NetBackup OpsCenter Analytics for Enterprise Vault
NetBackup Platform Base – Complete Edition
NetBackup Platform Base – Complete Edition Flex Pack
NetBackup Platform Base – NDMP Edition

**N.** “Server” is defined as a physical individual computer, acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. The server’s tier is determined by the total number of physical CPUs (occupied processor sockets) which are installed on the server. A Server can run server software for other computers or devices.

**O.** “Starter Pack” is defined as a Symantec-defined bundle of Licensed Software products described by Symantec as a Starter Pack which Symantec may license to You for defined Use Levels at a single price.

**P.** “Tape Drive” is defined as a single tape drive hardware Device. A Tape Drive that is shared by two or more servers is a shared drive (“Shared Drive”).

**Q.** “Terabyte” is defined as the total aggregate amount of uncompressed data storage capacity and/or computer memory that is managed by the software. One Terabyte is equal to 1,024 gigabytes of data.

**R.** “Testing Day” means that up to twelve (12) separate days, i.e. not two hundred eighty eight (288) hours. For example, if the DR Site was tested for three (3) hours on Monday and two (2) hours on Friday, such usage would constitute use for two (2) days.

**S.** “Tier” is a Symantec defined classification of a server, client, or NAS Device. The tier defines the type of hardware on which the software is licensed.

**T.** “User” is defined as an individual person authorized by You to use and/or benefits from the use of the Licensed Software, and that is being or has been managed, monitored and/or protected by the Licensed Software within the last thirty (30) days.

**U.** “WLS Platform” or “WLS” means that You may use the applicable Licensed Software on any combination of machines running the Windows, Linux or Solaris (x64) operating systems for which You have received the media for the Licensed Software from Symantec under this Agreement or under Support, subject to use in accordance with the applicable maximum number of Clients, Devices, Servers or other meter identified by Symantec in the applicable License Instrument.

**V.** “X Platform” or “X Plat” or “Cross Platform” shall mean that You may use the applicable Licensed Software on any combination of operating systems for which You have received the media for the Licensed Software from Symantec under this Agreement or under Support, subject to use in accordance with the applicable maximum number of Clients, Devices, Servers or other meter identified by Symantec in the applicable License Instrument.

**17.2 Use Levels.** The License Software that may be governed by this Agreement is licensed on the following Use Levels (unless licensed for the NetBackup Platform Base – Complete Edition license and/or the NetBackup Platform Base – NDMP Edition license):

Product	Meter
NetBackup Server	Per Tiered Server
NetBackup Enterprise Server	Per Tiered Server

NetBackup Standard Client	Per Client
NetBackup Standard Client - Physical	Per Client
NetBackup Standard Client - Virtual	Per Client
NetBackup Enterprise Client	Per Tiered Client
NetBackup Application and Database Pack	Per Tiered Client
NetBackup Library Based Tape Drive	Per Tape Drive
NetBackup for NDMP	Per Tiered NAS Device
NetBackup Shared Storage Option	Per Shared Drive
NetBackup Vault Option Base Additional Drive Unlimited Drives (w/Base)	Per Master Server Per Tape Drive Per Master Server
NetBackup for SAP Agent	Per Tiered Client
NetBackup Data Protection Optimization Option	Per Front-End Terabyte
NetBackup Search	Per Client
NetBackup Search – Physical	Per Client
NetBackup Search – Virtual	Per Client
NetBackup Replication Director	Per Front-End Terabyte
NetBackup OpsCenter Analytics	Per Client
NetBackup OpsCenter Analytics – Physical	Per Client
NetBackup OpsCenter Analytics – Virtual	Per Client
NetBackup OpsCenter Analytics for Enterprise Vault	Per User
NetBackup Platform Base – Complete Edition	Per Front-End Terabyte or Per CVU
NetBackup Platform Base – Complete Edition Flex Pack	Per Front-End Terabyte or per CVU
NetBackup Platform Base – NDMP Edition	Per Front-End Terabyte or per CVU

17.3 **Cold DR License Terms.** The terms of clause (ii) of Section 2 of this Agreement shall be supplemented by the terms set forth in this Section and these terms shall have precedence over the terms in such clause. Subject to the requirements set forth below, You are entitled to install and use one (1) additional copy of the Licensed Software as a Cold DR License on a Cold DR Equipment located at a Cold DR Site as part of a cluster of production servers. The requirements for such installation and use shall be as follows:

- A. The product, product version and duration of the Cold DR License and the underlying production license of the Licensed Software must be identical.
- B. If the Software License used for the Cold DR License is licensed on a per Server, Client or NAS Device Tier basis the Cold DR License may be deployed on a Server, Client, or NAS Tier equal to, greater than or less than the authorized Server, Client, or NAS Tier for the license of the Licensed Software.
- C. Your right to use the Cold DR Licenses shall automatically terminate if You fail to stay current on maintenance/support for the underlying Licensed Software. You are not provided separate maintenance/support for Cold DR Licenses, but may keep the installed Cold DR Licenses current to the latest version using the maintenance for the applicable Licensed Software.
- D. Except as set forth in Section 17.3.E below, You may not use Cold DR Licenses simultaneously when You use the production license of the Licensed Software. The Cold DR Equipment on which Cold DR Licenses are deployed must be turned off or remain idle except for: (i) use in the case of an actual Disaster; or (ii) use in the case when a production server in a cluster of servers fails and production work is “failed-over” to a designated cold or idle server that is part of the cluster in conjunction with an actual Disaster or as part of a test.
- E. You may use Cold DR Licenses for Failover Readiness Testing as reasonable and necessary for up to twelve (12) days per calendar year.
- F. In the event of an actual Disaster, the Cold DR Policy may be used in production for a period of up to ninety (90) successive calendar days. At the conclusion of such period, if the production site has not been restored, You must request Symantec in writing for a transfer of the production license to the DR Site in accordance with Symantec’s then-current transfer policies. Fees may be applicable to any such transfers.

17.4 **NetBackup Master Server and Media Server.** If the Licensed Software You have licensed includes NetBackup software licensed on a per Master Server or per Media Server basis, such Master/Media Server license includes a per Client license for the applicable Server which may be used solely to provide backup support for NetBackup application files and Operating System files only. An additional Client license shall not be required to protect the local NetBackup application residing on the applicable Server. You may not use such included Client to provide backup support for any other application data or any content. In order to provide backup support for such other application data or content, You must obtain the applicable Client license for the applicable Server.

**17.5 NetBackup Enterprise Client.** If the Licensed Software You have licensed includes NetBackup Enterprise Client it may be possible to run and operate more than one (1) single instance of such Licensed Software on the Server or Client on which the Licensed Software is installed and licensed. In such case, except as otherwise specified herein, only one license shall be required for the applicable Server or Client.

**17.6 NetBackup Database and Application Agents; Application and Database Pack License.** If the Licensed Software You have licensed includes NetBackup database and application agent software, it may be possible to run and operate more than one (1) single instance of such Licensed Software on the Server or Client on which the Licensed Software is installed and licensed. In such case, except as otherwise specified herein, only a single database/application agent license shall be required for the applicable Server or Client for each database/application/operating system combination. You shall not be required to acquire the number of licenses per each instance of the database/applications agent software running on the applicable Server or Client.

**17.7 NetBackup Enterprise Client – SAN Media Server.** If the Licensed Software You have licensed includes NetBackup Enterprise Client licensed for a Storage Area Network (“SAN”) Media Server, such Media Servers shall not be used by You to backup data from networked Clients. In order to backup data from networked Clients and remote Clients to the SAN attached tape resources, You must acquire a full NetBackup Enterprise Server license.

**17.8 NetBackup Library Based Tape Drive.** If the Licensed Software You have licensed includes NetBackup Library Based Tape Drive, You may use such Licensed Software only to protect and manage the number of robotic-controlled Tape Drives licensed for such Licensed Software. There is no charge for stand-alone, non-robotic tape drives directly attached to a NetBackup Master/Media Server or NetBackup Server.

In addition, You may use NetBackup Library Based Tape Drive to support physical tape drives only. If you wish to acquire backup support for virtual tape drives or any device that simulates the behavior and functionality of a physical tape drive, You must obtain the appropriate number of NetBackup Data Protection Optimization Option licenses.

**17.9 NetBackup Shared Storage Option.** If the Licensed Software You have licensed includes NetBackup Shared Storage Option, such Licensed Software may be used only to dynamically share the number of Tape Drives, standalone or robotically controlled, licensed for such Licensed Software among multiple NetBackup Enterprise Servers and NAS systems. In order to share Tape Drives, you must acquire a license for NetBackup Shared Storage Option and such license shall be in addition to any required licenses for NetBackup Library Based Tape Drive.

**17.10 NetBackup Data Protection Optimization Option.** To enable Deduplication support between a deduplication technology (for example, a hardware environment) and NetBackup, You must obtain a license for NetBackup Data Protection Optimization Option.

**17.11 Recovery Disk Component.** If the Licensed Software You have licensed includes the Recovery Disk component (the “Component”), the following uses and restrictions apply to the Component:

- A. The Component contains Windows® software licensed from Microsoft Corporation. Microsoft Corporation has no liability to You for the Component. Any support for the Component will be provided by Symantec in accordance with Symantec’s then-current support guidelines.
- B. THE COMPONENT CONTAINS A TIME-OUT FEATURE THAT WILL AUTOMATICALLY RE-BOOT THE COMPUTER AFTER TWENTY-FOUR HOURS OF CONTINUOUS USE. THIS TIME-OUT FEATURE WILL RESET EACH TIME THE COMPONENT IS RE-LAUNCHED.
- C. The Component may be used as a boot, diagnostic, disaster recovery, setup, restoration, emergency service, installation, test, and configuration utility program. Use of the Component as a general purpose operating system or as a substitute for a fully functional version of any operating system product is strictly prohibited.
- D. Notwithstanding any other term of this Agreement, the Component is provided without warranty of any kind whatsoever and is licensed “As Is.”

Windows® is a registered trademark of Microsoft Corporation.

**17.12 Oracle RAC.** If the Licensed Software will be used to support an Oracle RAC environment, for each system leveraging the Oracle RAC software, You must acquire a Master/Media Server or Client and Oracle Database Agent license for the Licensed Software.



**17.13 NetBackup Platform Base – NDMP Edition.** If the Licensed Software You have licensed includes NetBackup Platform Base – NDMP Edition, such Licensed Software may be used only in connection with data that is backed up using NDMP.

**17.14 IBM zSeries.** Notwithstanding any other provision of this Agreement, if you have installed the Licensed Software on an IBM zSeries computer, you must license a NetBackup component for each IBM Logical Partition (“LPAR”) on such computer. For the purposes of this Agreement, a LPAR is considered the same as an actual machine in connection with such computer. For virtualized instances within a LPAR, no more than one license of each type is needed per LPAR.

**17.15 Starter Pack Restrictions.** If the Licensed Software You have licensed includes a Starter Pack, You may only install and use a single Starter pack on a single NetBackup Domain. You may not upgrade or cross grade a Starter Pack into another type of Starter Pack. If the Licensed Software You have licensed includes a “5 Client Pack” or “5 Client Starter Pack”, You may only install and use the applicable components of the Licensed Software on up to five (5) X Plat Standard Clients, one (1) X Plat Server and one (1) X Plat Tape Drive. If the Licensed Software You have licensed includes a “20 Client Pack” or “20 Client Starter Pack”, You may only install and use the applicable components of the Licensed Software on up to twenty (20) X Plat Standard Clients, one (1) X Plat Server (Tier 2), one (1) X Plat Tape Drive and two (2) X DB database agents (Tier 2) running on Windows. If the Licensed Software You have licensed includes a “40 Client Pack” or “40 Client Starter Pack”, You may only install and use the applicable components of the Licensed Software on up to forty (40) X Plat Standard Clients, one (1) X Plat Server (Tier 2), two (2) X Plat Tape Drives and three (3) X DB database agents (Tier 2) running on Windows.

**17.16 NetBackup OpsCenter Analytics.** If the Licensed Software You have licensed includes NetBackup OpsCenter Analytics, the following apply:

A. In the event that the Licensed Software includes components to be installed on a server computer, You may install such portions of the Licensed Software on any number of server computers so long as such installed Licensed Software is only used for the authorized maximum number of Clients or Users as may be specified in the License Instrument.

B. In order to use any components of the Licensed Software designated as third party access license modules or options in support of licensed Clients or Users, You must acquire a license for each such third party modules or options at additional charges for use with the Licensed Software.

**17.17 Data Collection; Data Protection Regulations.** In connection with Your use of the Licensed Software, Symantec 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. Symantec 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 Symantec’s products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Licensed Software, You agree to allow Symantec to collect Collected Data as described in this section. Please refer to Symantec’s [product privacy notices](#) in order to fully understand what information Symantec 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.

**17.18 USE OF 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 Symantec 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 Symantec 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, Symantec 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 Symantec 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.

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