

Kúpna zmluva č. C-NBS1-000-094-568

uzatvorená podľa § 409 a nasl. zákona č. 513/1991 Z. z. Obchodný zákonník
v znení neskorších predpisov (ďalej len „obchodný zákonník“)
(ďalej len „zmluva“)

Zmluvné strany

Kupujúci:

Názov: Národná banka Slovenska
Sídlo: Imricha Karvaša 1, 813 25 Bratislava
Zastúpený:

IČO: 30 844 789
DIČ: 2020815654
IČ DPH: SK2020815654

Bankové spojenie:

Číslo účtu (IBAN):

Zriadená zákonom NR SR č. 566/1992 Zb. o Národnej banke Slovenska v znení neskorších predpisov.

(ďalej len „kupujúci“ v príslušnom gramatickom tvare)

a

Predávajúci:

Obchodné meno: Alanata a. s.
Sídlo: Krasovského 14, Bratislava- mestská časť Petržalka 851 01

Zastúpený:

IČO: 54 629 331

Zapísaný: v Obchodnom registri Mestského súdu Bratislava III,
Oddiel: Sa, vložka č. 7425/B

DIČ: 2121747573

IČ DPH: SK2121747573

Bankové spojenie:

Číslo účtu (IBAN):

(ďalej len „predávajúci“ v príslušnom gramatickom tvare)

(ďalej kupujúci a predávajúci spolu ako „zmluvné strany“)

uzatváranú túto zmluvu v nasledovnom znení:

Preambula

- A.** Kupujúci ako verejný obstarávateľ vyhlásil oznámením č. 5951 - MST, zverejneným vo Vestníku verejného obstarávania č. 39/2024 dňa 23.02.2024, nadlimitnú zákazku podľa § 66 zákona č. 343/2015 Z. z. o verejnom obstarávaní a o zmene a doplnení niektorých zákonov v znení neskorších predpisov (ďalej len „zákon o verejnom obstarávaní“) s názvom „NetBackup – kapacitné subskripcie s technickou podporou“.
- B.** Na základe vyhodnotenia ponúk bola ponuka predávajúceho vyhodnotená ako ponuka úspešného uchádzača. Vzhľadom na túto skutočnosť a predloženú ponuku predávajúceho sa zmluvné strany na základe slobodnej vôle a v súlade s právnymi predpismi platnými na území Slovenskej republiky rozhodli uzatvoriť túto zmluvu.
- C.** Kupujúci v rámci predmetu zákazky vymedzil minimálne požiadavky na vecnú a technickú špecifikáciu predmetu plnenia tejto zmluvy, ktoré tvoria prílohu č. 1 tejto zmluvy.

Článok I Účel zmluvy

Účelom tejto zmluvy je zabezpečenie produktu Veritas Netbackup – subskripcie s technickou podporou, ktoré slúžia na prevádzku centrálného zálohovacieho systému.

Článok II Predmet plnenia

- 1.** Predávajúci sa zaväzuje dodať kupujúcemu subskripcie s technickou podporou na používanie produktu Veritas Netbackup pre objem zálohovaných dát 80 TB na obdobie 60 mesiacov (5 rokov) podľa špecifikácie uvedenej v prílohe č. 1 tejto zmluvy (ďalej len „produkt“ alebo „predmet plnenia“). Predmetom plnenia nemôžu byť druhotné – použité subskripcie s technickou podporou.
- 2.** Kupujúci sa zaväzuje riadne dodaný predmet plnenia v súlade s touto zmluvou od predávajúceho prevziať a zaplatiť cenu dohodnutú v článku IV tejto zmluvy.
- 3.** Predávajúci týmto vyhlasuje, že je partnerom spoločnosti Veritas Technologies LLC pre produkt Netbackup. Partnerstvo predávajúceho musí byť možné po uzatvorení tejto zmluvy dodatočne dohľadať na webovom sídle spoločnosti Veritas Technologies LLC alebo takéto partnerstvo doloží predávajúci písomným potvrdením spoločnosti Veritas Technologies LLC v elektronickej podobe do 5 dní odo dňa doručenia písomnej žiadosti kupujúceho. Predávajúci musí byť partnerom spoločnosti Veritas Technologies LLC počas trvania tejto zmluvy; porušenie akéhokoľvek záväzku podľa tohto bodu zmluvy sa považuje za podstatné porušenie zmluvy.
- 4.** Predmet plnenia sa považuje za dodaný až po jeho zaregistrovaní na zákazníckom účte kupujúceho vedeného v spoločnosti Veritas Technologies LLC, pričom túto skutočnosť bude možné overiť cez zákaznícky portál spoločnosti Veritas Technologies LLC. Predávajúci je povinný bezodkladne po registrácii predmetného produktu informovať kupujúceho o tejto skutočnosti e-mailom; to neplatí, ak je predmetná skutočnosť oznámená kupujúcemu spoločnosťou Veritas Technologies LLC prostredníctvom osobitného písomného oznámenia. Predmet plnenia predávajúci dodá a kupujúci prevezme na základe preberacieho protokolu.
- 5.** Predávajúci sa zaväzuje dodať kupujúcemu predmet plnenia v súlade s obchodnými pravidlami spoločnosti Veritas Technologies LLC, čím sa myslí, že musí byť oprávnený dodať predmet plnenia pre kategóriu subjektu akým je kupujúci, ktorú stanovuje Veritas Technologies LLC; porušenie tohto záväzku sa považuje za podstatné porušenie zmluvy.

Článok III

Miesto, čas a spôsob plnenia

1. Miesto plnenia je Národná banka Slovenska, ústredie, I. Karvaša 1, 813 25 Bratislava (ďalej len „miesto plnenia“).
2. Predávajúci sa zaväzuje dodať produkt na miesto plnenia v súlade s vecnou a technickou špecifikáciou a v počte podľa prílohy č. 1 tejto zmluvy spolu s licenčnými podmienkami každého jednotlivého produktu. Súčasťou dodania predmetu plnenia je dodanie návodov na obsluhu v slovenskom resp. v českom jazyku, certifikáty, záručné listy, ak je to vzhľadom na povahu produktu relevantné.
3. Predávajúci dodá kupujúcemu produkt špecifikovaný v prílohe č. 1 tejto zmluvy v lehote do 20 pracovných dní odo dňa nadobudnutia účinnosti tejto zmluvy.
4. Dodanie produktu kupujúcemu musí byť potvrdené písomne spoločnosťou Veritas Technologies LLC. Písomné potvrdenie musí obsahovať: popis produktu, množstvo produktu, úroveň/typ produktu a počiatkový dátum a koncový dátum subskripcie s technickou podporou na účte kupujúceho.
5. Kupujúci má právo odmietnuť prevziať produkt bez nároku predávajúceho uplatniť voči kupujúcemu akékoľvek sankcie a nároky na náhradu akejkoľvek škody tým spôsobenej v prípade, ak produkt nie je zaregistrovaný na zákazníckom účte kupujúceho vedeného v spoločnosti Veritas Technologies LLC.
6. Kupujúci a predávajúci je povinný najneskôr do 2 dní odo dňa nadobudnutia účinnosti tejto zmluvy doručiť písomne formou emailu druhej zmluvnej strane zoznam kontaktných osôb zodpovedných za plnenie predmetu plnenia, oprávnených na odovzdanie a prevzatie predmetu plnenia a to v rozsahu: meno a priezvisko, funkcia, telefónne číslo, emailová adresa (ďalej len „oprávnené osoby zmluvnej strany“). Každá zmena v zozname oprávnených osôb zmluvnej strany musí byť písomne oznámená zmluvnou stranou najneskôr 2 dni pred dodaním produktu.

Článok IV

Cena

1. Cena za dodanie produktu bola stanovená dohodou zmluvných strán a v súlade so zákonom NR SR č. 18/1996 Z. z. o cenách v znení neskorších predpisov a vyhláškou MF SR č. 87/1996 Z. z., ktorou sa vykonáva zákon o cenách v znení neskorších predpisov.
2. Ceny za dodanie produktu sú uvedené v prílohe č. 1 tejto zmluvy. Ceny sú maximálne a záväzné počas celej doby trvania zmluvy.
3. Predávajúci vo faktúre uplatní DPH podľa všeobecne záväzného právneho predpisu účinného v čase fakturácie.
4. V dohodnutých cenách sú zahrnuté všetky náklady predávajúceho súvisiace s plnením zmluvy, doprava a subskripcie s technickou podporou.

Článok V

Platobné podmienky

1. Právo fakturovať cenu za dodanie produktu (celého predmetu plnenia) vzniká predávajúcemu dňom dodania predmetu plnenia kupujúcemu.
2. Faktúru predávajúci vystaví do 15 dní po dodaní kompletného produktu kupujúcemu.
3. Predávajúci je rovnako povinný k faktúre priložiť preberací protokol podpísaný oboma zmluvnými stranami ako jej povinnú prílohu.
4. Zmluvné strany sa dohodli, že predávajúci bude zasielať len elektronické faktúry z e-mailovej adresy predávajúceho na e-mailovú adresu kupujúceho: _____, vo formáte PDF. Zmluvné strany vyhlasujú, že majú výlučný prístup k uvedeným e-mailovým adresám. Zmluvné strany sú povinné zmenu e-mailových adries bezodkladne oznámiť písomne druhej zmluvnej strane, s uvedením novej e-mailovej adresy,

pričom z dôvodu tejto zmeny nie je potrebné uzatvoriť dodatok k tejto zmluve. Predávajúci nie je povinný podpísať elektronickú faktúru kvalifikovaným elektronickým podpisom. Elektronická faktúra musí spĺňať všetky náležitosti faktúry podľa § 74 zákona č. 222/2004 Z. z. o dani z pridanej hodnoty v znení neskorších predpisov (ďalej len „zákon o DPH“). Zmluvné strany sú povinné bezodkladne písomne oznámiť druhej strane akúkoľvek zmenu, ktorá by mohla mať vplyv na doručovanie elektronických faktúr, najmä zmenu kontaktnej e-mailovej adresy.

5. V prípade, že faktúra nebude po vecnej a formálnej stránke správne vyhotovená alebo nebude obsahovať všetky údaje podľa aktuálne platného zákona o dani z pridanej hodnoty alebo bude obsahovať nesprávne údaje, kupujúci ju vráti na prepracovanie (opravu) alebo doplnenie s uvedením nedostatkov, ktoré sa majú odstrániť a pre ktoré bola vrátená. Nová lehota splatnosti začne plynúť dňom doručenia doplnenej alebo správne prepracovanej (opravenej) faktúry kupujúcemu.
6. Faktúra je splatná do 30 dní odo dňa jej doručenia kupujúcemu bezhotovostným prevodom na účet predávajúceho. Za deň splnenia peňažného záväzku sa považuje deň odpísania dlžnej sumy z účtu kupujúceho v prospech účtu predávajúceho.
7. Kupujúci k dohodnutej cene uplatní DPH podľa zákona o dani z pridanej hodnoty.
8. Predávajúci, ktorý uvedie na faktúre daň z pridanej hodnoty sa zaväzuje, že odvedie daň správcovi dane v lehote ustanovenej v § 78 ods. 1 zákona č. 222/2004 Z. z. o dani z pridanej hodnoty v znení neskorších predpisov. Porušenie tejto daňovej povinnosti vyplývajúce zo všeobecne záväzného právneho predpisu je podstatným porušením zmluvy a dôvodom na okamžité odstúpenie kupujúceho od tejto zmluvy.
9. Predávajúci nie je oprávnený previesť práva a povinnosti vyplývajúce pre neho z tejto zmluvy ani ich časti, na inú osobu. Predávajúci ďalej nie je oprávnený postúpiť a ani založiť akékoľvek svoje pohľadávky voči kupujúcemu vzniknuté na základe alebo v súvislosti s touto zmluvou alebo s plnením záväzkov podľa tejto zmluvy. Predávajúci nie je oprávnený jednostranne započítať akúkoľvek svoju pohľadávku voči kupujúcemu vzniknutú z akéhokoľvek dôvodu proti pohľadávke kupujúceho voči predávajúcemu vzniknutej na základe alebo v súvislosti s touto zmluvou.

Článok VI

Vlastnícke právo a nebezpečenstvo škody

Prevzatím produktu kupujúcim prechádza na kupujúceho nebezpečenstvo škody na produkte a kupujúci zároveň nadobúda vlastnícke a užívacie právo k produktu v rozsahu licenčných podmienok Veritas Technologies LLC.

Článok VII

Zodpovednosť za vady a záručné podmienky

1. Predávajúci je povinný dodať produkt v množstve a kvalite v súlade s touto zmluvou a v súlade s podmienkami Veritas Technologies LLC pre konkrétny produkt.
2. Zodpovednosť za vady, s výnimkou záručných podmienok, sa bude riešiť v zmysle príslušných ustanovení § 422 až § 442 Obchodného zákonníka.
3. Predávajúci počas záručnej doby takisto zodpovedá za akékoľvek vady produktu, ktoré sa preukážu po jeho prebratí kupujúcim v rozsahu záručných podmienok a počas záručnej doby, tak ako sú tieto stanovené v prílohe č. 2 tejto zmluvy.
4. V prípade vzniknutých väd na dodanom produkte, ktoré sú kryté zárukou podľa príslušných ustanovení prílohy č. 2 tejto zmluvy, budú tieto odstránené v rozsahu a spôsobom uvedeným v prílohe č. 2 tejto zmluvy.

Článok VIII

Subdodávateľa a register partnerov verejného sektora

1. Predávajúci musí byť zapísaný do registra partnerov verejného sektora počas celej doby trvania tejto zmluvy, a to v prípade, ak má túto povinnosť podľa zákona č. 315/2016 Z. z. o registri partnerov verejného sektora a o zmene a doplnení niektorých zákonov v znení neskorších predpisov (ďalej len „zákon č. 315/2016 Z. z.“). Porušenie tejto povinnosti sa považuje za podstatné porušenie tejto zmluvy a je dôvodom, ktorý oprávňuje kupujúceho na odstúpenie od zmluvy. Pokiaľ nebude počas trvania zmluvy predávajúci zapísaný do registra partnerov verejného sektora (ak má túto povinnosť podľa zákona o registri partnerov), nie je kupujúci v omeškaní s úhradou faktúry, vystavenej na základe tejto zmluvy.
2. K realizácii predmetu plnenia môže predávajúci použiť aj tretie osoby, tzv. subdodávateľov. Predávajúci potvrdzuje, že v prílohe č. 3 tejto zmluvy uviedol údaje o všetkých známych subdodávateľoch, údaje o osobe oprávnenej konať za subdodávateľa v rozsahu meno a priezvisko, adresa pobytu, dátum narodenia. Predávajúci je povinný písomne oznámiť kupujúcemu akúkoľvek zmenu údajov o subdodávateľoch uvedených v predchádzajúcej vete do troch pracovných dní odo dňa uskutočnenia tejto zmeny. Poskytnutie predmetu plnenia prostredníctvom subdodávateľa nezavahuje predávajúceho povinnosti a zodpovednosti za riadne plnenie predmetu plnenia v zmysle tejto zmluvy.
3. V prípade zmeny subdodávateľa je predávajúci povinný písomne oznámiť kupujúcemu údaje o navrhovanom subdodávateľovi a o osobe oprávnenej konať za subdodávateľa v rozsahu meno a priezvisko, adresa pobytu a dátum narodenia najmenej štyri pracovné dni pred jeho plánovaným využitím. Počas trvania tejto zmluvy je predávajúci oprávnený zmeniť subdodávateľa uvedeného v prílohe č. 3 tejto zmluvy výlučne na základe predchádzajúceho písomného oznámenia predávajúceho a súčasne písomného odsúhlasenia kupujúceho.
4. Predávajúci je povinný zabezpečiť, aby jeho subdodávateľa v zmysle § 2 ods. 5 písm. e) zákona o verejnom obstarávaní a § 2 ods. 1 písm. a) bod 7 zákona č. 315/2016 Z. z., ktorým vznikla povinnosť zápisu do registra partnerov verejného sektora, mali riadne splnené povinnosti ohľadom zápisu do registra partnerov verejného sektora v zmysle zákona č. 315/2016 Z. z.
5. Za účelom preukázania splnenia povinnosti v zmysle prechádzajúceho bodu tohto článku zmluvy je predávajúci povinný kedykoľvek na výzvu kupujúceho bezodkladne, najneskôr však do 3 pracovných dní, predložiť kupujúcemu všetky zmluvy so subdodávateľmi identifikovanými v prílohe č. 3 tejto zmluvy, resp. následne zmenenými postupom podľa bodu 3 tohto článku zmluvy a zároveň predložiť zoznam všetkých subdodávateľov v zmysle § 2 ods. 1 písm. a) bod 7 zákona č. 315/2016 Z. z., ktorí napĺňajú definičné znaky partnera verejného sektora v zmysle § 2 ods. 1 písm. a) bod 7 a § 2 ods. 2 zákona č. 315/2016 Z. z., v dôsledku ich participácie na plnení tejto zmluvy. Za úplnosť a pravdivosť poskytnutých údajov nesie plnú zodpovednosť predávajúci.
6. V prípade, ak predávajúci poruší povinnosť v zmysle bodu 4 tohto článku zmluvy, a teda bude táto zmluva plnená (resp. budú na jej plnení participovať) subdodávateľmi, ktorí si riadne nesplnili svoju zákonnú povinnosť zápisu (resp. jeho udržiavania) do registra partnerov verejného sektora, má kupujúci právo na zmluvnú pokutu od predávajúceho vo výške 5.000,- eur (slovom päťtisíc eur) bez DPH za každé jednotlivé porušenie tejto zákonom ustanovenej povinnosti.

Článok IX

Zmluvné sankcie

1. V prípade nedodržania dohodnutého termínu dodania predmetu plnenia podľa článku III bod 3 tejto zmluvy, je kupujúci oprávnený od predávajúceho požadovať zaplatenie zmluvnej pokuty:
 - 1.1. vo výške 150 eur bez DPH za každý deň omeškania pre celkovú dĺžku omeškania do 1 mesiaca.
 - 1.2. vo výške 300 eur bez DPH za každý deň omeškania pre celkovú dĺžku omeškania viac ako 1 mesiac.
2. V prípade omeškania kupujúceho s platením faktúry je predávajúci oprávnený účtovať kupujúcemu úrok z omeškania vo výške v súlade s § 369 ods. 2 Obchodného zákonníka.
3. Zmluvné strany sa dohodli, že kupujúci je oprávnený popri nároku na zmluvnú pokutu podľa tohto článku tejto zmluvy žiadať od predávajúceho aj náhradu škody v celom rozsahu, ktorá mu takýmto porušením povinnosti vznikla.
4. Zmluvné strany sa dohodli, že fakturovaná zmluvná pokuta alebo úrok z omeškania sú splatné do 14 dní odo dňa ich doručenia druhej zmluvnej strane.

Článok X

Doba trvania zmluvy a ukončenie zmluvy

1. Táto zmluva sa uzatvára na dobu do riadneho dodania celého predmetu plnenia.
2. Zmluvu je možné ukončiť z týchto dôvodov:
 - a) písomnou dohodou zmluvných strán,
 - b) písomnou výpoveďou s jednomesačnou výpovednou lehotou bez udania dôvodu zo strany kupujúceho,
 - c) písomným odstúpením od zmluvy ktoroukoľvek zo zmluvných strán v prípade podstatného porušenia tejto zmluvy,
3. Za podstatné porušenie tejto zmluvy zo strany kupujúceho sa považuje neuhradenie faktúry 30 dní po lehote splatnosti.
4. Za podstatné porušenie tejto zmluvy zo strany predávajúceho sa považuje:
 - a) porušenie daňovej povinnosti podľa článku V bodu 8 tejto zmluvy,
 - b) iné porušenia zmluvy v zmluve definované ako podstatné porušenie tejto zmluvy.
5. Za nepodstatné porušenie tejto zmluvy sa považuje každé porušenie zmluvy, okrem porušení zmluvy definovaných v tejto zmluve ako podstatné porušenie tejto zmluvy. V prípade nepodstatného porušenia tejto zmluvy je druhá zmluvná strana oprávnená odstúpiť od tejto zmluvy len v prípade, že zmluvná strana, ktorá je v omeškaní, nesplní svoju zmluvnú povinnosť ani napriek písomnému upozorneniu a poskytnutiu dodatočnej primeranej lehoty, ktorá jej bola na to poskytnutá. V písomnom upozornení musí byť podrobne špecifikované porušenie zmluvnej povinnosti ako aj upozornenie na právo odstúpiť od tejto zmluvy v prípade neodstránenia porušenia ani v dodatočnej lehote. V prípade neodstránenia porušenia ani v dodatočnej lehote má zmluvná strana právo odstúpiť od tejto zmluvy doručením písomného oznámenia o odstúpení od zmluvy.
6. Účinky odstúpenia od zmluvy nastávajú dňom doručenia písomného oznámenia o odstúpení od zmluvy druhej zmluvnej strane.
7. Výpovedná lehota podľa bodu 2 písm. b) tohto článku zmluvy začína plynúť prvým dňom nasledujúceho mesiaca po mesiaci v ktorom bola doručená výpoveď predávajúcemu.
8. Kupujúci môže odstúpiť od tejto zmluvy v súlade s § 19 zákona o verejnom obstarávaní.

Článok XI

Vyššia moc

1. Zmluvné strany sú zbavené zodpovednosti za čiastočné alebo úplné neplnenie zmluvných povinností podľa tejto zmluvy v prípade, že toto neplnenie je v dôsledku vyššej moci. Pre účely tejto zmluvy sa za vyššiu moc považujú prekážky, ktoré nie sú závislé od vôle povinnej zmluvnej strany, ani ich nemôžu ovplyvniť zmluvné strany, napr. vojna, mobilizácia, povstanie, živelné pohromy (požiar, záplavy) a pod.
2. Tá zmluvná strana, ktorá sa odvolá na vyššiu moc, je povinná oznámiť to druhej zmluvnej strane najneskôr do 5 dní od vzniku tejto skutočnosti a môže požiadať o prípadnú úpravu podmienok zmluvy.
3. Na požiadanie zmluvnej strany, ktorej boli oznámené okolnosti vyššej moci je povinná dotknutá zmluvná strana predložiť hodnoverný dôkaz.
4. Ak nedôjde k dohode o úprave podmienok zmluvy, má zmluvná strana, ktorá sa odvolala na vyššiu moc, právo odstúpiť od tejto zmluvy.

Článok XII

Povinnosť mlčanlivosti

Predávajúci sa zaväzuje zachovávať mlčanlivosť o všetkých informáciách a údajoch, ktorých zverejnenie by mohlo poškodiť záujmy kupujúceho. Táto povinnosť mlčanlivosti sa vzťahuje aj na subdodávateľov predávajúceho, nezaniká ani po ukončení tejto zmluvy, nie je možné sa jej nijako zbaviť. V prípade porušenia tohto záväzku je predávajúci povinný uhradiť kupujúcemu zmluvnú pokutu vo výške 10 000,- eur za každý dokázaný prípad zneužitia interných informácií a údajov kupujúceho, pričom uhradením pokuty nie je dotknutý nárok kupujúceho na náhradu škody. Táto zmluvná pokuta je splatná do 30 dní od písomného oznámenia kupujúceho o zistení porušenia záväzku podľa tohto článku zmluvy. Týmto záväzkom mlčanlivosti nie je dotknuté zverejnenie tejto zmluvy ako povinne zverejňovanej zmluvy

Článok XIII

Spoločné a záverečné ustanovenia

1. Zmluvné strany sa dohodli, že písomná korešpondencia bude posielaná na adresy uvedené v záhlaví tejto zmluvy a v prípade ich zmeny je povinná tá strana, u ktorej zmena nastala o tom písomne druhú zmluvnú stranu bez zbytočného odkladu informovať. V prípade, že doporučenú zásielku zaslanú na adresu druhej zmluvnej strany pošta vráti ako neprevzatú v úložnej lehote, považuje sa za deň doručenia posledný deň úložnej lehoty. V prípade odmietnutia prevzatia doporučenej zásielky druhou zmluvnou stranou, sa bude zásielka dňom odmietnutia prevzatia považovať za doručeníu.
2. Zmluvné strany sa zaväzujú, že budú postupovať v súlade s oprávnenými záujmami druhej zmluvnej strany a že vykonajú všetky právne úkony, ktoré sa ukážu byť nevyhnutné pre realizáciu činností upravených touto zmluvou. Záväzok súčinnosti sa vzťahuje len na také úkony, ktoré prispievajú alebo majú prispieť k dosiahnutiu účelu tejto zmluvy.
3. Zmluvné strany vyhlasujú, že v čase uzavretia tejto zmluvy im nie sú známe žiadne okolnosti, ktoré by bránili alebo vylučovali uzavretie takejto zmluvy, resp. ktoré by mohli byť vážnou prekážkou jej plnenia.
4. Zmluva je uzavretá podľa právneho poriadku Slovenskej republiky, pričom práva, povinnosti a vzťahy zmluvných strán v tejto zmluve neupravené sa budú spravovať príslušnými ustanoveniami Obchodného zákonníka a ďalšími všeobecne záväznými právnymi predpismi právneho poriadku platného na území Slovenskej republiky.
5. V prípade sporného výkladu ustanovení tejto zmluvy alebo neplnenia záväzkov zmluvných strán sa obidve zmluvné strany budú snažiť prednostne dosiahnuť vzájomnú dohodu. Pokiaľ sa zmluvné strany nedohodnú, budú sa snažiť dosiahnuť súdny zmier. Prípadné

spory týkajúce sa výkladu a realizácie tejto zmluvy budú riešené vecne a miestne príslušnými súdmi Slovenskej republiky.

6. V prípade, ak sa niektoré ustanovenie tejto zmluvy stane neplatným, neúčinným alebo nevykonateľným, nie sú tým dotknuté ostatné ustanovenia tejto zmluvy. Príslušné ustanovenie zmluvy sa nahradí takým platným a účinným ustanovením, ktoré je mu svojím významom a účelom najbližšie.
7. Neoddeliteľnou súčasťou tejto zmluvy sú:
Príloha č. 1: Vecná a technická špecifikácia predmetu plnenia s určením množstva a ceny;
Príloha č. 2: Všeobecné obchodné podmienky viažuce sa k produktu;
Príloha č. 3: Zoznam subdodávateľov predávajúceho.
8. Zmeny a doplnenia tejto zmluvy je možné vykonať len formou písomného dodatku, ktorý podpíšu oprávnení zástupcovia oboch zmluvných strán v súlade so zákonom o verejnom obstarávaní.
9. Zmluva je vyhotovená v štyroch rovnopisoch, z toho tri rovnopisy dostane kupujúci a jeden rovnopis dostane predávajúci. Všetky rovnopisy sú považované za rovnocenné.
10. Táto zmluva nadobúda platnosť a je pre zmluvné strany záväzná odo dňa jej podpisu oprávnenými zástupcami oboch zmluvných strán; ak oprávnení zástupcovia oboch zmluvných strán nepodpíšu túto zmluvu v ten istý deň, tak rozhodujúci je deň neskoršieho podpisu. Táto zmluva nadobúda účinnosť dňom nasledujúcim po dni jej zverejnenia na webovom sídle (internetovej stránke) kupujúceho (§ 47a ods. 1 Občianskeho zákonníka v spojení s § 1 ods.2 Obchodného zákonníka a s § 5a ods. 1, 6 a 9 zákona o slobodnom prístupe k informáciám).
11. Táto zmluva patrí medzi povinne zverejňované zmluvy (vrátane dodatkov zmluvy) podľa ustanovení § 5a zákona o slobodnom prístupe k informáciám (zákona č. 211/2000 Z. z. v znení neskorších predpisov) v spojení s ustanoveniami § 1 ods. 2. Obchodného zákonníka a ustanoveniami § 47a Občianskeho zákonníka (zákona č. 40/1964 Zb. v znení neskorších predpisov). Predávajúci súhlasí so zverejnením tejto zmluvy vrátane jej prípadných dodatkov a faktúr predávajúceho doručených kupujúcemu, pričom predávajúci tiež disponuje písomným súhlasom inej dotknutej osoby (osoby konajúcej za predávajúceho) na zverejnenie jej údajov v tejto zmluve a vo faktúrach predávajúceho doručených kupujúcemu, a to zverejnenie kupujúcim počas trvania jeho povinnosti podľa § 5a ods. 1, 6 a 9 a § 5b zákona o slobodnom prístupe k informáciám.
12. Kupujúci pri spracúvaní osobných údajov poskytnutých predávajúcim pre účely plnenia tejto zmluvy postupuje v súlade so zákonom č. 18/2018 Z. z. o ochrane osobných údajov a o zmene a doplnení niektorých zákonov v znení neskorších predpisov a nariadením Európskeho parlamentu a Rady (EÚ) č. 2016/679 z 27. apríla 2016 o ochrane fyzických osôb pri spracúvaní osobných údajov a o voľnom pohybe takýchto údajov, ktorým sa zrušuje smernica 95/46/ES. Informácia o podmienkach spracúvania osobných údajov dotknutých osôb je zverejnená na webovej adrese kupujúceho: <https://www.nbs.sk/sk/ochrana-osobnych-udajov>.
13. Zmluvné strany (každá za seba) zhodne záväzne vyhlasujú, že sú oprávnené uzavrieť túto zmluvu, a že táto zmluva nebola uzavretá za nevýhodných ani nevyhovujúcich podmienok pre žiadnu zmluvnú stranu. Súčasne zmluvné strany (každá za seba) zhodne záväzne vyhlasujú, že sa s touto zmluvou dôkladne oboznámili a jej obsahu porozumeli, súhlasia s ňou, zaväzujú sa ustanovenia tejto zmluvy plniť, pričom zmluvné strany na znak toho, že

táto zmluva je určitá, zrozumiteľná a zodpovedá ich slobodnej vôli, vlastnoručne podpísali túto zmluvu prostredníctvom svojich oprávnených zástupcov.

V Bratislave, dňa 17 -04- 2024

V Bratislave, dňa 11.4.2024

Kupujúci

Predávajúci

.....
Národná banka Slovenska

.....
Alanata, a.s.

Príloha č. 1 ku Kúpnej zmluve č. C-NBS1-000-094-568

Vecná a technická špecifikácia predmetu plnenia s určením požadovaného množstva a ceny

Tabuľka 1 Predmet plnenia

Názov produktu	Počet v ks	Jednotková cena v EUR bez DPH
NETBACKUP ENTERPRISE XPLAT 1 FRONT END TB ONPREMISE STANDARD SUBSCRIPTION + ESSENTIAL MAINTENANCE LICENSE INITIAL 60MO GOV	80	3.300,-
Celková cena za kapacitné subskripcie s technickou podporou v eurách bez DPH (vypočítaná ako matematický súčin jednotkovej ceny subskripcie s technickou podporou a požadovaného počtu kusov)		264.000,-

Príloha č. 2 ku Kúpnej zmluve č. C-NBS1-000-094-568
Všeobecné obchodné podmienky viažuce sa k produktu

Tieto všeobecné podmienky tvoria ako Prílohu č. 2 neoddeliteľnú súčasť zmluvy.

Odchylné dojednania v zmluve majú prednosť pred ustanoveniami uvedenými v týchto všeobecných podmienkach.



VERITAS SOFTWARE LICENSE AGREEMENT

VERITAS TECHNOLOGIES LLC AND/OR ITS AFFILIATES ("VERITAS") IS WILLING TO LICENSE THE LICENSED SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE LICENSED SOFTWARE (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS VERITAS SOFTWARE LICENSE AGREEMENT AND THE PRODUCT USE RIGHTS SUPPLEMENT (AS DEFINED BELOW) (COLLECTIVELY, THE "LICENSE AGREEMENT"). READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND VERITAS. BY OPENING THE LICENSED SOFTWARE PACKAGE, BREAKING THE LICENSED SOFTWARE SEAL, CLICKING THE "I AGREE" OR "YES" BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE LICENSED SOFTWARE OR OTHERWISE USING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "I DO NOT AGREE" OR "NO" BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE LICENSED SOFTWARE. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE "DEFINITIONS" SECTION OF THIS LICENSE AGREEMENT AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

1. DEFINITIONS.

"Collected Data" means certain information which Veritas may collect, retain, disclose and use in connection with Your use of the Licensed Software and may include, but is not limited to, personally identifiable information about You, Your employees, agents or contractors acting on Your behalf, Your devices or systems or Your Licensed Software usage.

"Documentation" means the user documentation Veritas provides with the Licensed Software.

"License Instrument" means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Veritas license certificate or a similar license document issued by Veritas, or a written agreement between You and Veritas, that accompanies, precedes or follows this License Agreement.

"Licensed Software" means the Veritas software product, in object code form, accompanying this License Agreement, including any Documentation included in, or provided for use with, such software or that accompanies this License Agreement.

"Perpetual" means a perpetual license grant that provides You with the right to use the Licensed Software in perpetuity. You always retain the right to use the Licensed Software subject to the terms and conditions of this License Agreement.

"Product Use Rights" means usage rights, restrictions and terms set forth in the Product Use Rights Supplement.

"Product Use Rights Supplement" means the document which provides usage rights, restrictions and terms specific to the Licensed Software which may be found at or accessed through <https://www.veritas.com/about/legal/license-agreements>. Such Product Use Rights Supplement is incorporated herein by reference and is an integral part of this License Agreement.

"Subscription Software" means Licensed Software licensed to You on a non-perpetual (term-limited) basis as indicated in the applicable License Instrument. If the Licensed Software is licensed by You on such non-perpetual basis, then Your license to use the Licensed Software shall terminate at the end of the applicable license term or period.

"Support Certificate" means the certificate sent by Veritas confirming Your purchase of the applicable Veritas maintenance/support for the Licensed Software.

"Update" means an update, fix or patch to the Licensed Software.

"Upgrade" means any version of the Licensed Software that has been made generally available and which replaces the prior version of the Licensed Software on Veritas' price list pursuant to Veritas' then-current upgrade policies.

"Use Level" means the license use meter or model (which may include operating system, hardware system, application or machine tier limitations, if applicable) by which Veritas 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.

2. LICENSE GRANT. Subject to Your compliance with the terms and conditions of this License Agreement, Veritas grants to You the following rights: (i) a non-exclusive, non-transferable (except as stated otherwise in Section 18.1) license to 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, including the applicable Product Use Rights, and the applicable License Instrument, within the country in which You are located as indicated by Your address set forth on the applicable License Instrument (except as otherwise authorized by Veritas or required by law); and (ii) the right to make a single uninstalled copy of the Licensed Software for archival purposes which You may use and install for disaster-recovery purposes (i.e. where the primary installation of the Licensed Software becomes unavailable for use). 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.

3. TERM. The term of the Licensed Software license granted under this License Agreement shall be Perpetual (subject to Section 17) unless stated otherwise in the Product Use Rights Supplement or unless You have obtained a license to Subscription Software for the period of time indicated on the applicable License Instrument. If You have obtained a license to Subscription Software, Your rights to use such Subscription Software shall end on the applicable end date as indicated on the applicable License Instrument and You shall cease use of the Subscription Software as of such applicable end date.

4. LICENSE RESTRICTIONS. You may not, without Veritas' prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software except as expressly provided in this License Agreement; (ii) creation of any derivative works based on the Licensed Software; (iii) reverse engineering,



disassembly, or decompiling of the Licensed Software (except that You may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (iv) use of the Licensed Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby You operate or use the Licensed Software for the benefit of a third party; (v) use of the Licensed Software by any party other than You or Your Consultants; (vi) use of a later version of the Licensed Software other than the version that accompanies this License Agreement unless You have separately acquired the right to use such later version through a License Instrument or Support Certificate; nor (vii) use of the Licensed Software above the quantity and Use Level that have been licensed to You under this License Agreement or the applicable License Instrument.

5. OWNERSHIP/TITLE. The Licensed Software is the proprietary property of Veritas or its licensors and is protected by copyright law. Veritas and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this License Agreement. All rights not expressly granted to You are retained by Veritas and/or its licensors.

6. UPGRADES/CROSS-GRADES; UPDATES. Upgrades of the Licensed Software may only be obtained in a quantity no greater than Your then-current quantity of Subscription Software entitlements or Licensed Software entitlements under maintenance/support, as applicable, unless otherwise provided by Veritas. An Upgrade to an existing license shall not be deemed to increase the number of licenses which You are authorized to use. Additionally, if You upgrade a Licensed Software license, or purchase a Licensed Software license to cross-grade an existing license (i.e., to increase its functionality, and/or transfer it to a new operating system, hardware tier or licensing meter), then Veritas issues the applicable Licensed Instrument based on the understanding that You agree to cease using the license that was replaced. Any such Upgrade or cross-grade is provided under Veritas' policies in effect at the time of order. Upgrades and Updates shall be subject to any terms and conditions provided with such Upgrades and Updates. If no terms and conditions are provided, then Upgrades and Updates are subject to this License Agreement.

7. LIMITED WARRANTY.

7.1. MEDIA WARRANTY. If Veritas provides the Licensed Software to You on tangible media, Veritas 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. Veritas will replace any defective media returned to Veritas 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 VERITAS' BREACH OF THIS WARRANTY.**

7.2. PERFORMANCE WARRANTY. Veritas warrants that the Licensed Software, as delivered by Veritas 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 Veritas within the ninety (90) day warranty period, Veritas will do one of the following, selected at Veritas' 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 to Veritas, directly or indirectly, and provide a pro-rated refund of any relevant unused, prepaid maintenance/support fees, where applicable, paid to Veritas, directly or indirectly, 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 VERITAS' BREACH OF THIS WARRANTY.**

7.3. 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. VERITAS MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, 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.

8. INDEMNITY.

8.1. Veritas shall defend, indemnify and hold You harmless from any claim asserting that the Licensed Software infringes any intellectual property right of a third party, and shall pay any and all damages awarded against You by a court and actually paid by You, or agreed to in settlement by Veritas and attributable to such claim. Veritas' obligations under this provision are subject to You doing the following: notifying Veritas of the claim in writing, as soon as You learn of it; providing Veritas all reasonable assistance and information to enable Veritas to perform its duties under this Section; allowing Veritas sole control of the defense and all related settlement negotiations; and not having compromised or settled such claim. Notwithstanding the foregoing, You may participate at Your expense in the defense of any such claim with Your own counsel, provided Veritas retains sole control of the suit. You have the right to approve any settlement that affirmatively places on You an obligation that has a material adverse effect on You other than the obligations to cease using the affected Licensed Software or to pay sums indemnified hereunder. Such approval shall not be unreasonably withheld.

8.2. If the Licensed Software is found to infringe, or if Veritas determines in its sole opinion that it is likely to be found to infringe, then Veritas shall either (a) obtain for You the right to continue to use the Licensed Software; or (b) modify the Licensed Software so as to make such Licensed Software non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, in which case You shall stop using any infringing version of the Licensed Software; or (if Veritas determines in its sole opinion that (a) and/or (b) are not commercially reasonable), (c) terminate



Your rights and Veritas' obligations under this License Agreement with respect to such Licensed Software, and refund to You the license fee paid to Veritas, directly or indirectly, for the relevant Licensed Software, and provide a pro-rated refund of any unused, prepaid maintenance/support fees paid to Veritas, directly or indirectly, for the applicable Licensed Software.

- 8.3. Notwithstanding the above, Veritas will have no liability for any infringement claim to the extent that it is based upon: (a) modification of the Licensed Software other than by Veritas; (b) combination, use, or operation of the Licensed Software with products not specifically authorized by Veritas to be combined with the Licensed Software as indicated in the Documentation; (c) use of the Licensed Software other than in accordance with the Documentation and this License Agreement; or (d) Your continued use of infringing Licensed Software after Veritas, for no additional charge, supplies or offers to supply modified or replacement non-infringing Licensed Software as contemplated under 8.2(b) above.

THIS SECTION 8 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND VERITAS' SOLE AND EXCLUSIVE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

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 VERITAS 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 OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF VERITAS OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL VERITAS' LIABILITY EXCEED (1) THE FEES PAID OR OWED TO VERITAS, DIRECTLY OR INDIRECTLY, FOR THE LICENSED SOFTWARE LICENSED ON A PERPETUAL BASIS GIVING RISE TO THE CLAIM, OR (2) THE FEES PAID OR OWED TO VERITAS, DIRECTLY OR INDIRECTLY, DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE SUBSCRIPTION SOFTWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT VERITAS' LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE LICENSED SOFTWARE, UPDATES OR UPGRADES.
10. **MAINTENANCE/SUPPORT.** Veritas has no obligation under this License Agreement to provide maintenance/support for the Licensed Software purchased on a Perpetual basis. Subscription Software will include maintenance/support as specified in the applicable License Instrument. Any maintenance/support purchased for or included with the Licensed Software is subject to Veritas' 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 Veritas 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 Veritas for the Licensed Software and if You are provided the Licensed Software for evaluation purposes, the following terms and conditions shall apply. Veritas grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Licensed Software solely for internal non-production evaluation subject to the applicable Product Use Rights. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period provided in the Licensed Software or (ii) sixty (60) days from the date of Your initial installation of the Licensed Software if no 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.
12. **U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS.** This Section 12 applies only to U.S. Government entities. The Licensed Software is commercial computer software in accordance with FAR 12.212 and DFARS 227.7202. Any use, modification, reproduction, release, performance, display or disclosure of the Licensed Software or Documentation shall be solely in accordance with the terms of this License Agreement. Any additional rights can only be granted to a U.S. Government entity through a mutually acceptable written addendum to this License Agreement.
13. **EXPORT REGULATIONS.** The export or re-export of the Licensed Software and related technical data and services (collectively "Controlled Technology") is subject to applicable export laws and regulations including, but not limited to, the U.S. Export Administration Regulations, the European Union Council Regulations, and the Singapore Strategic Goods Control Act. The export or re-export of Controlled Technology in violation of the foregoing laws and regulations is strictly prohibited. Controlled Technology may also be subject to various import, distribution and/or use restrictions requiring action on Your behalf prior to use of the Controlled Technology. Controlled Technology is prohibited for export or re-export to Cuba, North Korea, Iran, Syria, Russia, Belarus, the Crimea Region of Ukraine, the Donetsk People's Republic (DNR) region of Ukraine and the Luhansk People's Republic (LNR) region of Ukraine and to any other country or region subject to relevant trade sanctions. Controlled Technology is further prohibited for export or re-export to any person or entity named on relevant lists maintained by the U.S. government (including, but not limited to, lists published by the U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of Treasury), in addition to lists published by the authorities in applicable foreign jurisdictions. You may not export any Controlled Technology for use in connection with chemical, biological, or nuclear weapons or missiles capable of delivering such weapons. Furthermore, You may not export any Controlled Technology to



any military entity, or to any other entity for any military purpose, unless subject to a valid license specifically permitting such export. You agree to comply with all applicable export or import control laws and regulations, and You represent that You are not under the control of, located in, or a resident or national of any prohibited country or region and are not a prohibited person or entity.

- 14. DATA COLLECTION.** Veritas collects and uses Collected Data to enable, optimize and provide the Licensed Software, Updates and Upgrades, and/or maintenance/support to You (and may engage third parties to do so as well), to administer and enforce its license agreements with You, to make recommendations regarding usage of the Licensed Software and other Veritas solutions, and/or to improve Veritas' products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Licensed Software (including Updates and Upgrades), You agree that Veritas may, and You have obtained all the necessary consents and rights for Veritas to, collect, use, retain, disclose and/or process Collected Data for the purposes described in this License Agreement and in the applicable Veritas product privacy notices at: <https://www.veritas.com/privacy>. 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.

15. CONFIDENTIALITY.

15.1. "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party ("Discloser"), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("Recipient"), including all non-public information relating to, or derived from the Licensed Software, including technical features, benchmark results, or performance results. A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under this License Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall not disclose the Confidential Information to any third party. A Recipient shall protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its agents and independent contractors with a need to know in order to fulfil the purpose of this License Agreement, who have signed a nondisclosure agreement at least as protective of the Discloser's rights as this License Agreement.

15.2. This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (c) is rightfully received by the Recipient without any duty of confidentiality; (d) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (ii) discloses only as much of the Confidential Information as is required. Upon request from the Discloser or upon termination of the License Agreement, the Recipient shall return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

15.3. Each party will retain all right, title, and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

- 16. TERMINATION.** This License Agreement shall terminate upon Your breach of any term contained herein. You may terminate this License Agreement for Veritas's material uncured breach which still remains uncured (if such breach is capable of being cured) thirty (30) days after receiving written notice of such breach; this does not apply to intellectual property claims or warranty claims for which an exclusive stated remedy is provided under this License Agreement. Upon termination due to Your breach or expiration of this License Agreement, You must immediately discontinue use of and destroy all copies of the Licensed Software in Your possession or control, including any master copy, and (within ten (10) days of Veritas' written request) certify in writing to Veritas through a corporate officer that all such copies have been destroyed.

- 17. 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 Commercial License Rights, Export Regulations, Data Collection, Confidentiality, Survival, and General and Your payment obligations accrued prior to termination, including payment obligations for outstanding Subscription Software orders. The license grants for Licensed Software and terms regarding Maintenance/Support purchased prior to termination shall survive such termination, except in the case of Veritas' termination for Your breach, as set forth above.

18. GENERAL.

18.1. 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 Veritas' prior express written consent. Veritas may assign this License Agreement to any party.

18.2. 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.

18.3. AUDIT. Veritas may audit Your use of the Licensed Software to verify Your usage complies with Your license agreements with Veritas, including without limitation through collection and use of Collected Data, self-certifications, on-site audits and/or audits done using a third-party auditor. On-site audits will be done upon reasonable notice and during normal business hours, but not more often than once each year. You shall cooperate with Veritas' information and



reporting requests in connection with an audit and pay Veritas for any unauthorized deployments of Licensed Software disclosed by the audit. License fees for such over deployments will be invoiced to and paid by You at the undiscounted license list price in effect as of the audit completion date ("List Price"), unless otherwise mutually agreed. Veritas shall bear the costs of any such audit, except where the audit demonstrates that the List Price value of Your non-compliant usage exceeds five percent (5%) of the List Price value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse Veritas for the fees for the audit.

- 18.4. GOVERNING LAW; SEVERABILITY; WAIVER.** If You are located in the Americas, this License Agreement will be governed by (i) the laws of the State of California, United States of America and (ii) to the extent controlling, federal laws of the United States. 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 and Wales. 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 invalid or unenforceable under applicable law, such provision shall be reformed and/or construed, if possible, to be enforceable under applicable law; otherwise, such provision shall be excluded from this License Agreement and the 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.
- 18.5. 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.
- 18.6. CUSTOMER SERVICE.** Should You have any questions concerning this License Agreement, or if You desire to contact Veritas for any reason, please write to: (i) Veritas Technologies LLC, 2625 Augustine Drive, Santa Clara, California 95054, U.S.A., (ii) Veritas Technologies (UK) Limited, 1320 Arlington Business Park, Theale, Reading, Berkshire RG7 4SA, United Kingdom, (iii) Veritas Technologies (Beijing) Co., Ltd., Haidian Branch, Tsinghua Science Park Bldg. 1, No. 1 Zhongguancun East Road, Suite 601 Tower B, Innovation Plaza, Beijing, Haidian District 100084, China.
- 18.7. ENTIRE AGREEMENT.** This License Agreement and any related License Instrument are the complete and exclusive agreement between You and Veritas 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.



PRODUCT USE RIGHTS DOCUMENT FOR VERITAS NETBACKUP

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 NetBackup.

Licensed Software may be licensed to You on a Capacity Edition basis (i.e., based on a Front End Terabytes or Front End Terabytes Plus basis, or CPU basis) or on a Traditional-license basis, in each case on a perpetual or subscription term-license basis.

- For details on your use of Licensed Software under a Capacity Edition license subscription or perpetual, refer to Sections 1 ("Capacity Edition"), 3 ("General"), and 9 ("Definitions").
- For details on your use of Licensed Software under a Traditional license, subscription or perpetual, refer to Sections 2 ("Traditional License"), 3 ("General"), and 9 ("Definitions").

1. CAPACITY EDITION.

- 1.1. "Capacity Edition" Licensed Software may be licensed to You based on the number of Front End Terabytes or Front End Terabytes Plus according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas under one of the following editions ("Capacity Edition"), under either a perpetual or subscription term-license, as indicated by a "✓" in the table below:

Capacity Edition	Perpetual	Subscription
NetBackup Platform Base – Complete Edition	✓	✓
NetBackup Platform Base – Complete Edition with Flexible Licensing	✓	✓
NetBackup Platform Base – NDMP Edition	✓	N/A
NetBackup Platform Base – Limited Edition	✓	N/A
NetBackup Platform Base – Windows and Linux Edition	✓	✓
NetBackup Platform Base – Big Data Edition	✓	N/A
NetBackup Enterprise Virtual Client	✓	N/A
NetBackup Enterprise	N/A	✓
Veritas Alta Data Protection	N/A	✓
NetBackup Data Mover	N/A	✓

A Capacity Edition license cannot be combined with a Traditional license in the same NetBackup Domain. You can combine the following Capacity Edition licenses in the same NetBackup Domain:

- NetBackup Platform Base – Complete Edition
- NetBackup Platform Base – Complete Edition with Flexible Licensing
- NetBackup Platform Base – NDMP Edition
- NetBackup Platform Base – Big Data Edition
- NetBackup Enterprise
- Veritas Alta Data Protection
- NetBackup Data Mover

For clarity, You may not combine a NetBackup Enterprise Virtual Client license with any other Capacity Edition license in the same NetBackup Domain.

- 1.2. "NetBackup Enterprise Virtual Client" or "NEVC" option means a license to use the Licensed Software listed in the table set forth below measured by the number of CPUs in the virtual environment to be protected, equal to the quantity of licenses purchased. You are only authorized to use NetBackup Enterprise Virtual Client to



protect virtual environments. For clarity, if You use NetBackup Platform Base – Complete Edition with NetBackup Enterprise Virtual Client, You may use NetBackup Self Service only for the authorized maximum number of Clients or Users as specified in the License Instrument for Your license of NetBackup Platform Base – Complete Edition. You are required to purchase a separate license of NetBackup Self Service in order to use such software with Your license of NetBackup Enterprise Virtual Client. NetBackup Enterprise Virtual Client is used to protect VMware vSphere, Microsoft Hyper-V, Acropolis Hypervisor, and AzureStack virtual environments only. Unix environments cannot be licensed with NEVC.

Product	Perpetual	Subscription
NetBackup Enterprise Server	✓	N/A
NetBackup Enterprise Client	✓	N/A
NetBackup Data Protection Optimization Option	✓	N/A
NetBackup Application and Database License Pack – agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html with a License Entitlement of “NEVC”	✓	N/A

Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to NetBackup Enterprise Virtual Client under a perpetual or subscription license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	✓	N/A
NetBackup for Universal Share Option	✓	N/A
NetBackup SaaS Protection Integration	X	N/A
NetBackup Malware Scanner	X	N/A
Advanced Cloud DR	X	N/A
NetBackup Deduplication Direct for Oracle	X	N/A
Immutability for Microsoft Azure	X	N/A
Isolated Recovery Environment	X	N/A
Advanced DB PaaS Protection	X	N/A
NetBackup Cloud Scale Technology	X	N/A

- 1.3. “NetBackup Platform Base – Complete Edition” means a license of the following Licensed Software components applicable as indicated by the “✓” in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Complete Edition licensed on a perpetual or subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License 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 with other Licensed Software only if the other Licensed Software is licensed under one of the following: the NetBackup Platform Base – Complete Edition with Flexible Licensing, the NetBackup Platform Base – NDMP Edition license, NetBackup Platform – Big Data Edition license or the NetBackup Enterprise Virtual Client license. You cannot combine a NetBackup Platform Base – Limited Edition license or NetBackup Platform Base – Limited Edition Application and Database Add-on license with a NetBackup Platform Base – Complete Edition within the same NetBackup Domain.

Product	Perpetual	Subscription
NetBackup Server	✓	✓
NetBackup Enterprise Server	✓	✓
NetBackup Standard Client	✓	✓
NetBackup Enterprise Client	✓	✓
NetBackup Application and Database License Pack with a License Entitlement “NetBackup Platform Base – Complete Edition” agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html	✓	✓
NetBackup Library Based Tape Drive	✓	✓
NetBackup for NDMP Option	✓	✓
NetBackup Shared Storage Option	✓	✓
NetBackup Vault Option	✓	✓



NetBackup for SAP Agent	✓	✓
NetBackup Data Protection Optimization Option	✓	✓
NetBackup Replication Director	✓	✓
NetBackup Self Service	✓	✓
Veritas Resiliency Platform ("VRP"): Your use of NRP is subject to this document, the License Agreement, and applicable Product Use Rights document for Veritas Resiliency Platform located at https://www.veritas.com/company/legal/license-agreements (the "VRP PUR"). Notwithstanding any other term of the VRP PUR, You are authorized to use VRP for the authorized maximum number of FETBs as specified in the License Instrument for Your license of NetBackup Platform Base – Complete Edition.	✓	✓

Refer to Section 3.3 ("Product Specific Details") for additional details.

A license to NetBackup Platform Base - Complete Edition under a perpetual or subscription license includes ability to use the following features, as indicated by a "✓"; an "X" indicates that the feature is not included. Refer also to Section 3.4 ("Feature Specific Details"):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	✓	✓
NetBackup for Universal Share Option	✓	✓
NetBackup SaaS Protection Integration	X	✓
NetBackup Malware Scanner	X	✓
Advanced Cloud DR	X	✓
NetBackup Deduplication Direct for Oracle	X	✓
Immutability for Microsoft Azure	X	✓
Isolated Recovery Environment	X	N/A
Advanced DB PaaS Protection	X	N/A
NetBackup Cloud Scale Technology	X	✓

- 1.4 **"NetBackup Platform Base – Complete Edition with Flexible Licensing"** means a license of the following Licensed Software components applicable as indicated by the "✓" in the table set forth below for the number of Front End Terabytes Plus of the NetBackup Platform Base – Complete Edition with Flexible Licensing licensed on a perpetual or subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Complete Edition with Flexible Licensing license shall be based on Front End Terabytes Plus. **For purposes of clarity, the FETB Plus meter is available beginning with NetBackup version 8.1.2; the FETB Plus meter does not apply to earlier versions of NetBackup.**

Product	Perpetual	Subscription
NetBackup Server	✓	✓
NetBackup Enterprise Server	✓	✓
NetBackup Standard Client	✓	✓
NetBackup Enterprise Client	✓	✓
NetBackup Application and Database License Pack with a License Entitlement "NetBackup Platform Base – Complete Edition with Flexible Licensing" agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html	✓	✓
NetBackup Library Based Tape Drive	✓	✓
NetBackup for NDMP Option	✓	✓
NetBackup Shared Storage Option	✓	✓
NetBackup Vault Option	✓	✓
NetBackup for SAP Agent	✓	✓
NetBackup Data Protection Optimization Option	✓	✓
NetBackup Replication Director	✓	✓
NetBackup Self Service	✓	✓
Veritas Resiliency Platform ("VRP"): Your use of VRP is subject to this document, the License Agreement, and applicable Product Use Rights document for Veritas Resiliency Platform located at https://www.veritas.com/company/legal/license-agreements (the "VRP PUR").	✓	✓



PUR"). Notwithstanding any other term of the VRP PUR, You are authorized to use VRP for the authorized maximum number of FETB Plus as specified in the License Instrument for Your license of NetBackup Platform Base – Complete Edition with Flexible Licensing.		
---	--	--

Refer to Section 3.3 ("Product Specific Details") for additional details.

A license to NetBackup Platform Base Complete Edition with Flexible Licensing under a perpetual or subscription license includes ability to use the following features, as indicated by a "✓"; an "X" indicates that the feature is not included. Refer also to Section 3.4 ("Feature Specific Details"):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	✓	✓
NetBackup for Universal Share Option	✓	✓
NetBackup SaaS Protection Integration	X	✓
NetBackup Malware Scanner	X	✓
Advanced Cloud DR	X	✓
NetBackup Deduplication Direct for Oracle	X	✓
Immutability for Microsoft Azure	X	✓
Isolated Recovery Environment	X	✓
Advanced DB PaaS Protection	X	✓
NetBackup Cloud Scale Technology	X	✓

- 1.5 "NetBackup Enterprise"** means a license of the following Licensed Software components as indicated by the "✓" in the table set forth below for the number of Front End Terabytes or Front End Terabytes Plus the NetBackup Enterprise licensed on a subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Enterprise license shall be based on Front End Terabytes or Front End Terabytes Plus. NetBackup Enterprise is not licensed on a perpetual basis. NetBackup Enterprise should be licensed to protect workloads that are not deployed on a Cloud Service Provider Environment, and You shall align your Licensed Software usage accordingly prior to the end of the then-current subscription term consistent with the Subscription Software reporting requirements in the License Instrument or the License Agreement, as applicable. Notwithstanding the foregoing, if you have licensed the Licensed Software under NetBackup Enterprise and/or Veritas Alta Data Protection, then during the subscription term at any given point in time, the aggregate amount of data across all workloads (whether or not deployed on a Cloud Service Provider Environment) protected by Licensed Software, shall not exceed the total quantity you have licensed for NetBackup Enterprise and/or Veritas Alta Data Protection.

Product	Perpetual	Subscription
NetBackup Server	N/A	✓
NetBackup Enterprise Server	N/A	✓
NetBackup Standard Client	N/A	✓
NetBackup Enterprise Client	N/A	✓
NetBackup Application and Database License Pack with a License Entitlement "NetBackup Platform Base – Complete Edition with Flexible Licensing" agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html	N/A	✓
NetBackup Library Based Tape Drive	N/A	✓
NetBackup for NDMP Option	N/A	✓
NetBackup Shared Storage Option	N/A	✓
NetBackup Vault Option	N/A	✓
NetBackup for SAP Agent	N/A	✓
NetBackup Data Protection Optimization Option	N/A	✓
NetBackup Replication Director	N/A	✓
NetBackup Self Service	N/A	✓
Veritas Resiliency Platform ("VRP"): Your use of VRP is subject to this document, the License Agreement, and applicable Product Use Rights document for Veritas Resiliency Platform located at https://www.veritas.com/company/legal/license-agreements (the "VRP PUR"). Notwithstanding any other term of the VRP PUR, You are authorized to use	N/A	✓



VRP for the authorized maximum number of FETB or FETB Plus as specified in the License Instrument for Your license of NetBackup Enterprise.		
---	--	--

Refer to Section 3.3 ("Product Specific Details") for additional details.

A license to NetBackup Enterprise under a subscription license includes ability to use the following features, as indicated by a "✓"; an "X" indicates that the feature is not included. Refer also to Section 3.4 ("Feature Specific Details"):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	N/A	✓
NetBackup for Universal Share Option	N/A	✓
NetBackup SaaS Protection Integration	N/A	✓
NetBackup Malware Scanner	N/A	✓
Advanced Cloud DR	N/A	N/A
NetBackup Deduplication Direct for Oracle	N/A	✓
Immutability for Microsoft Azure	N/A	✓
Isolated Recovery Environment	N/A	✓
Advanced DB PaaS Protection	N/A	N/A
NetBackup Cloud Scale Technology	N/A	✓

- 1.6 "Veritas Alta Data Protection"**, also known as "NetBackup Enterprise for Cloud Workloads" or "Veritas Alta Data Protection for NetBackup Cloud Workloads" means a license of the following Licensed Software components as indicated by the "✓" in the table set forth below for the number of Front End Terabytes of Veritas Alta Data Protection licensed on a subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a Veritas Alta Data Protection license shall be based on Front End Terabytes. Veritas Alta Data Protection is not licensed on a perpetual basis. Veritas Alta Data Protection should be licensed to protect workloads that are deployed on a Cloud Service Provider Environment, and You shall align your Licensed Software usage accordingly prior to the end of the then-current subscription term consistent with the Subscription Software reporting requirements in the License Instrument or the License Agreement, as applicable. Notwithstanding the foregoing, if you have licensed the Licensed Software under NetBackup Enterprise and/or Veritas Alta Data Protection, then during the subscription term at any given point in time, the aggregate amount of data across all workloads (whether or not deployed on a Cloud Service Provider Environment) protected by Licensed Software, shall not exceed the total quantity you have licensed for NetBackup Enterprise and/or Veritas Alta Data Protection.

Product	Perpetual	Subscription
NetBackup Server	N/A	✓
NetBackup Enterprise Server	N/A	✓
NetBackup Standard Client	N/A	✓
NetBackup Enterprise Client	N/A	✓
NetBackup Application and Database License Pack with a License Entitlement "NetBackup Platform Base – Complete Edition with Flexible Licensing" agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html	N/A	✓
NetBackup Library Based Tape Drive	N/A	✓
NetBackup for NDMP Option	N/A	✓
NetBackup Shared Storage Option	N/A	✓
NetBackup Vault Option	N/A	✓
NetBackup for SAP Agent	N/A	✓
NetBackup Data Protection Optimization Option	N/A	✓
NetBackup Replication Director	N/A	✓
NetBackup Self Service	N/A	✓
Veritas Resiliency Platform ("VRP"): Your use of VRP is subject to this document, the License Agreement, and applicable Product Use Rights document for Veritas Resiliency Platform located at https://www.veritas.com/company/legal/license-agreements (the "VRP PUR"). Notwithstanding any other term of the VRP PUR, You are authorized to use VRP for the authorized maximum number of FETBs as specified in the License	N/A	✓



Instrument for Your license of NetBackup Platform Base – Complete Edition with Flexible Licensing.		
--	--	--

Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to Veritas Alta Data Protection under a subscription license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	N/A	✓
NetBackup for Universal Share Option	N/A	✓
NetBackup SaaS Protection Integration	N/A	✓
NetBackup Malware Scanner	N/A	✓
Advanced Cloud DR	N/A	✓
NetBackup Deduplication Direct for Oracle	N/A	✓
Immutability for Microsoft Azure	N/A	✓
Isolated Recovery Environment	N/A	✓
Advanced DB PaaS Protection	N/A	✓
NetBackup Cloud Scale Technology	N/A	✓

- 1.7 “NetBackup Platform Base – NDMP Edition” means a license of the following Licensed Software components applicable as indicated by the “✓” in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – NDMP Edition licensed on a perpetual basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. The NDMP Edition only supports NDMP policy-based protection of NAS devices as well as the use of the NDMP data mover in storage lifecycle policies. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – NDMP Edition license shall be based on Front End Terabytes. You may only use Licensed Software licensed under the NetBackup Platform Base – NDMP Edition in connection with data that is backed up using the NDMP Policy Type.

Product	Perpetual	Subscription
NetBackup Server	✓	N/A
NetBackup Enterprise Server	✓	N/A
NetBackup Library Based Tape Drive	✓	N/A
NetBackup for NDMP Option	✓	N/A
NetBackup Shared Storage Option	✓	N/A
NetBackup Vault Option	✓	N/A
NetBackup Data Protection Optimization Option	✓	N/A
NetBackup Replication Director	✓	N/A

Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to NetBackup Platform Base – NDMP Edition under a perpetual license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	✓	N/A
NetBackup for Universal Share Option	✓	N/A
NetBackup SaaS Protection Integration	X	N/A
NetBackup Malware Scanner	X	N/A
Advanced Cloud DR	X	N/A
NetBackup Deduplication Direct for Oracle	X	N/A
Immutability for Microsoft Azure	X	N/A
Isolated Recovery Environment	X	N/A
Advanced DB PaaS Protection	X	N/A
NetBackup Cloud Scale Technology	X	N/A



- 1.8 “NetBackup Data Mover”** means a license of the following Licensed Software components applicable as indicated by the “✓” in the table set forth below for the number of Front End Terabytes of the NetBackup Data Mover licensed on a subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Data Mover license shall be based on Front End Terabytes. You may only use Licensed Software licensed under NetBackup Data Mover in connection with data that is backed up using NDMP, DNAS, or Universal Share policy types.

Product	Perpetual	Subscription
All Products described in NDMP Edition	N/A	✓

Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to NetBackup Data Mover under a perpetual or subscription license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	N/A	✓
NetBackup for Universal Share Option	N/A	✓
NetBackup SaaS Protection Integration	N/A	✓
NetBackup Malware Scanner	N/A	✓
Advanced Cloud DR	N/A	X
NetBackup Deduplication Direct for Oracle	N/A	X
Immutability for Microsoft Azure	N/A	✓
Isolated Recovery Environment	N/A	✓
Advanced DB PaaS Protection	N/A	N/A
NetBackup Cloud Scale Technology	N/A	✓
NetBackup Standard Client	N/A	✓

- 1.9 “NetBackup Platform Base – Limited Edition”** means a license of the following Licensed Software components applicable as indicated by the “✓” in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Limited Edition licensed on a perpetual basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Limited Edition license shall be based on Front End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform Base – Limited Edition license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for Front End Terabytes set for in the table below and in combination with the NetBackup Platform Base – Limited Edition Application and Database Add-on license. In addition, You are only authorized to use the NetBackup Platform Base – Limited Edition in Windows, Linux, and Solaris x86 systems installed in the environment and to protect NetBackup environments no larger than 250 Front End Terabytes. The 250 Front End Terabyte maximum includes Front End Terabytes across all NetBackup domains. You cannot combine a NetBackup Platform Base – Limited Edition license or NetBackup Platform Base – Limited Edition Application and Database Add-on license with a NetBackup Platform Base – Complete Edition, NetBackup Platform Base – Complete Edition with Flexible Licensing, NetBackup Platform Base – NDMP Edition, or NetBackup Enterprise Virtual Client within the same NetBackup Domain.

Product	Perpetual	Subscription
NetBackup Server	✓	N/A
NetBackup Enterprise Server	✓	N/A
NetBackup Standard Client	✓	N/A
NetBackup Enterprise Client	✓	N/A
NetBackup Library Based Tape Drive	✓	N/A
NetBackup for NDMP Option	✓	N/A
NetBackup Shared Storage Option	✓	N/A
NetBackup Vault Option	✓	N/A
NetBackup Data Protection Optimization Option	✓	N/A
NetBackup Replication Director	✓	N/A



Refer to Section 3.3 ("Product Specific Details") for additional details.

A license to NetBackup Platform Base – Limited Edition under a perpetual or subscription license includes ability to use the following features, as indicated by a "✓"; an "X" indicates that the feature is not included. Refer also to Section 3.4 ("Feature Specific Details"):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	X	N/A
NetBackup for Universal Share Option	X	N/A
NetBackup SaaS Protection Integration	X	N/A
NetBackup Malware Scanner	X	N/A
Advanced Cloud DR	X	N/A
NetBackup Deduplication Direct for Oracle	X	N/A
Isolated Recovery Environment	X	N/A
Advanced DB PaaS Protection	X	N/A
NetBackup Cloud Scale Technology	X	N/A

1.10 "NetBackup Platform Base – Limited Edition Application and Database Add-on" means a license to use NetBackup database and application agent and plugin software released and currently available, and identified as requiring the License Entitlement of "Application and Database Pack License" at https://www.veritas.com/content/support/en_US/article.100040155.html (collectively referred to in this section as "Licensed Software"). Veritas shall have the right to update the website at any time. The license meter for the NetBackup Platform Base – Limited Edition Application and Database Add-on shall be based on an "Instance" of the installed Licensed Software, where such Instance is one installation of the applicable agent and plugin software for a specific platform. You shall be required to acquire the number of licenses per each installed "Instance" of the Licensed Software for the applicable Cluster, Server, or Client.

1.11 "NetBackup Platform Base – Big Data Workload Edition" means a license of the following Licensed Software components applicable as indicated by the "✓" in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Big Data Workload Edition licensed on a perpetual basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Big Data Workload Edition license shall be based on Front End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform Base – Big Data Workload Edition license in a NetBackup Domain if such NetBackup Domain only includes NetBackup Platform Base – Complete Edition, NetBackup Platform Base – Complete Edition with Flexible Licensing, the NetBackup Platform Base – NDMP Edition, or the NetBackup Enterprise Virtual Client license. You cannot combine a NetBackup Platform Base – Limited Edition license or NetBackup Platform Base – Limited Edition Application and Database Add-on license with a NetBackup Platform Base – Big Data Workload Edition within the same NetBackup Domain.

Product	Perpetual	Subscription
NetBackup Server	✓	N/A
NetBackup Enterprise Server	✓	N/A
NetBackup Standard Client	✓	N/A
NetBackup Enterprise Client	✓	N/A
NetBackup Application and Database Pack – agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html with the License Entitlement of "NetBackup Platform Base – Big Data Workload Edition"	✓	N/A
NetBackup Library Based Tape Drive	✓	N/A
NetBackup for NDMP	✓	N/A
NetBackup Shared Storage Option	✓	N/A
NetBackup Vault Option	✓	N/A
NetBackup for SAP Agent	✓	N/A
NetBackup Data Protection Optimization Option	✓	N/A
NetBackup Replication Director	✓	N/A
NetBackup Self Service	✓	N/A

Refer to Section 3.3 ("Product Specific Details") for additional details.



A license to NetBackup Platform Base – Big Data Workload Edition under a perpetual or subscription license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	X	N/A
NetBackup for Universal Share Option	X	N/A
NetBackup SaaS Protection Integration	X	N/A
NetBackup Malware Scanner	X	N/A
Advanced Cloud DR	X	N/A
NetBackup Deduplication Direct for Oracle	X	N/A
Isolated Recovery Environment	X	N/A
Advanced DB PaaS Protection	X	N/A
NetBackup Cloud Scale Technology	X	N/A

- 1.12 “NetBackup Platform Base – Windows and Linux Edition”** means a license of the following Licensed Software components applicable as indicated by the “✓” in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Windows and Linux Edition licensed on a perpetual or subscription basis according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Windows and Linux Edition license shall be based on Front End Terabytes. You are only authorized to use Licensed Software in a NetBackup Platform Base – Windows and Linux Edition license in a NetBackup Domain if such NetBackup Domain only includes Licensed Software licensed for Front End Terabytes set for in the table below and in combination with the NetBackup Platform Base – Windows and Linux Edition Application. In addition, You are only authorized to use the NetBackup Platform Base – Windows and Linux Edition in Windows, Linux, and Solaris x86 systems installed in the environment and to protect NetBackup environments. You cannot combine a NetBackup Platform Base – Windows and Linux Edition license with a NetBackup Platform Base – Complete Edition, NetBackup Platform Base – Complete Edition with Flexible Licensing, or NetBackup Platform Base – NDMP Edition within the same NetBackup Domain.

Product	Perpetual	Subscription
NetBackup Server	✓	✓
NetBackup Enterprise Server	✓	✓
NetBackup Standard Client	✓	✓
NetBackup Enterprise Client	✓	✓
NetBackup Library Based Tape Drive	✓	✓
NetBackup for NDMP Option	✓	✓
NetBackup Shared Storage Option	✓	✓
NetBackup Vault Option	✓	✓
NetBackup Data Protection Optimization Option	✓	✓
NetBackup Replication Director	✓	✓
NetBackup Application and Database Pack – agents identified at: https://www.veritas.com/content/support/en_US/article.100040155.html with the License Entitlement of “NetBackup Platform Base – Windows and Linux Edition”	✓	✓
NetBackup Self Service	✓	✓

Refer to Section 3.3 (“Product Specific Details”) for additional details.

A license to NetBackup Platform Base – Windows and Linux Edition under a perpetual or subscription license includes ability to use the following features, as indicated by a “✓”; an “X” indicates that the feature is not included. Refer also to Section 3.4 (“Feature Specific Details”):

Feature	Perpetual	Subscription
NetBackup for DNAS Option	X	X
NetBackup for Universal Share Option	X	X
NetBackup SaaS Protection Integration	X	X
NetBackup Malware Scanner	X	X
Advanced Cloud DR	X	X



NetBackup Deduplication Direct for Oracle	X	X
Isolated Recovery Environment	X	X
Advanced DB PaaS Protection	X	X
NetBackup Cloud Scale Technology	X	X

2 TRADITIONAL LICENSE.

- 2.1 The Licensed Software may be licensed under a Traditional license on a perpetual or subscription basis, as indicated by in "✓" in the table below, in accordance with the following Use Levels (unless licensed under a Capacity Edition). You may use the Licensed Software according to the Use Level limitations specified in the License Instrument for the license You have acquired from Veritas:

Product	Meter	Perpetual	Subscription
NetBackup Server	Per Tiered Server	✓	N/A
NetBackup Enterprise Server	Per Tiered Server	✓	N/A
NetBackup Standard Client	Per Client	✓	N/A
NetBackup Enterprise Client	Per Tiered Client	✓	N/A
NetBackup Application and Database Pack	Per Tiered Client	✓	N/A
NetBackup Library Based Tape Drive	Per Tape Drive	✓	N/A
NetBackup for NDMP	Per Tiered NAS Device	✓	N/A
NetBackup Shared Storage Option	Per Shared Drive	✓	N/A
NetBackup Vault Option Base (includes four (4) NetBackup Vault Option physical tape drive licenses)	Per Master Server	✓	N/A
Additional Drive	Per Tape Drive		
Unlimited Drives (w/Base)	Per Master Server		
NetBackup for SAP Agent	Per Tiered Client	✓	N/A
NetBackup Data Protection Optimization Option	Per Front End Terabyte	✓	N/A
NetBackup Replication Director	Per Front End Terabyte	✓	N/A
NetBackup Enterprise Vault Agent	N/A	✓	N/A
NetBackup Self-Service	Per Front End Terabyte	✓	✓

3 GENERAL.

- 3.1 **Subscription.** 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 twelve (12) months following expiration of the subscription, 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.

3.2 AMENDED LICENSE GRANT.

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.”

3.3 AMENDED LICENSE RESTRICTION.

Section 3 of the License Agreement is amended to include the following:

“You may not use the Licensed Software, Documentation, or user information accompanying the Licensed Software to assist, directly or indirectly, in the development or design of any computer hardware or software program including, but not limited to, a program that provides or is intended to provide or include a similar feature or functionality as the Licensed Software, or any conversion utility or aid relating to the Licensed Software intended to enable or facilitate a user’s conversion from the use of the Licensed Software to an alternative program.”

3.4 Product Specific Details:

3.4.1 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.

3.4.2 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. A license of NetBackup Enterprise Client includes a license to run and operate a reasonable number of copies of NetBackup Snapshot Manager to the extent needed to protect the Server or Client on which the Licensed Software is installed. If NetBackup Enterprise Client is included in Licensed Software that is licensed on a Per Front End Terabyte, You can only use Your license of NetBackup Snapshot Manager to protect up to the number of Front End Terabyte which You have licensed. For clarity, You are required to purchase a separate license for NetBackup Platform Base – Complete Edition, or NetBackup Platform Base – Complete Edition with Flexible Licensing, NetBackup Enterprise, or Veritas Alta Data Protection in order to use the NetBackup CloudPoint feature. A license of NetBackup Enterprise Client includes agents identified at https://www.veritas.com/content/support/en_US/article.100040155.html with the License Entitlement of “Enterprise Client”.

3.4.3 NetBackup Application and Database Pack License – Per Tiered Client. The NetBackup Application and Database Pack License – Per Tiered Client includes the database and application agent software released and currently available, and identified as requiring the License Entitlement of “Application and



Database Pack License" at https://www.veritas.com/content/support/en_US/article.100040155.html. Veritas shall have the right to update the website at any time. If the Licensed Software You have licensed includes NetBackup Application and Database Pack License, You may run and operate a reasonable number of copies 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 NetBackup Application and Database Pack License licensed on a Per Tiered Client basis shall be required for the applicable Server or Client. With such a NetBackup Application and Database Pack License licensed on a Per Tiered Client basis, 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.

3.4.4 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.

3.4.5 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.

3.4.6 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.

3.4.7 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.

3.4.8 NetBackup Replication Director. A license of NetBackup Replication Director includes the right to use NetBackup Snapshot Manager to manage array based snapshots.

3.3.9 NetBackup 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.

3.5 Feature Specific Details:



- 3.5.1** Unless explicitly set forth in this PUR, a license to Licensed Software shall include the right to use features that are not specifically mentioned in this PUR, regardless if Licensed Software is licensed on a perpetual or subscription basis.
- 3.5.2 NetBackup SaaS Protection Integration.** NetBackup SaaS Protection Integration is the ability to monitor or launch NetBackup SaaS Protection instances within a NetBackup Domain. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain.
- 3.5.3 NetBackup Malware Scanner.** NetBackup Malware Scanner ("Malware Scanner") scans data and detects malware within a NetBackup Domain. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain. The following uses and restrictions apply to the Malware Scanner:
- 3.5.3.1** Veritas expressly disclaims that the Malware Scanner is fit for use in special-risk areas (including, without limitation, in applications involving nuclear power plants, military applications, aircraft navigational and communications systems, or in medical or other applications essential to maintaining human lives), and You expressly acknowledge and agree that the Malware Scanner complies with the current industry standard of software technology and that it is impossible under any currently available technology for any application to identify and eliminate one hundred percent (100%) of all Malware.
- 3.5.4 Advanced Cloud DR/Cloud Resiliency.** Advanced Cloud DR is the ability in Veritas Resiliency Platform to recover a workload deployed in one Cloud Service Provider Environment to another Cloud Service Provider Environment ("Cloud Disaster Recovery Site"), with the exception of a workload residing in one Microsoft Azure environment to another Microsoft Azure environment. If the Capacity Edition you have licensed includes this feature, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus to be recovered in all Cloud Disaster Recovery Sites managed by the Advanced Cloud DR feature.
- 3.5.5 NetBackup Deduplication Direct for Oracle.** NetBackup Deduplication Direct for Oracle is the ability to send data directly from an Oracle database to a NetBackup MSDP Media Server. If the Capacity Edition you have licensed includes this feature, You must acquire 1 FETB or FETB Plus of the Capacity Edition license for each FETB or FETB Plus of data backed up using this feature.
- 3.5.6 Immutability for Microsoft Azure.** If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain.
- 3.5.7 Isolated Recovery Environment.** Isolated Recovery Environment ("IRE") provides the ability to isolate data stored using the Veritas Deduplication Engine. By default, the Licensed Software includes the ability to use the IRE feature if the Deduplication storage pool resides on the storage of a Veritas appliance. If the Deduplication storage pool resides on any other storage, you must acquire 1 FETB or FETB Plus of the Capacity Edition license for each FETB or FETB Plus of data backed up using this feature.
- 3.5.8 Advanced DB-PaaS Support.** Advanced DB-PaaS Support is the expanded protection granted by checking the option for "Protection PaaS Assets only" in the "Create protection plan" wizard. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain.
- 3.5.9 NetBackup Cloud Scale Technology.** NetBackup Cloud Scale Technology is a containerized form factor of the Licensed Software (which may include non-containerized software components) deployed in Kubernetes environments to optimize backup and recovery. To utilize the Licensed Software in a



Kubernetes service, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus to be backed up using this feature.

3.5.9.1 Container Orchestrator Environments. If the Capacity Edition You have licensed includes NetBackup Cloud Scale Technology, You may use the Licensed Software in connection with one or more Container Orchestrator Environment(s), and You may obtain the Licensed Software, in whole or in part, for such use from a third party download site for the applicable Container Orchestrator Environment, as made available by Veritas at its discretion. Your use of the Licensed Software downloaded from each such third party download site is subject to the License Agreement, this Document, and the applicable License Instrument for the licenses which You have purchased. You may be required to accept additional terms of use for access to such third party download site(s). Your use of the Licensed Software in connection with one or more Container Orchestrator Environments, whether deployed on-premises or in a Cloud Service Provider Environment, accumulates with Your use of the Licensed Software outside of Container Orchestrator Environment(s) and such combined usage shall cumulatively be in compliance with the Use Level limitations specified in the License Instrument for the licenses which You have purchased.

3.5.10 Usage In A Cloud Service Provider Environment. You may use the Licensed Software in the Cloud Service Provider Environment(s) for which Veritas has pre-configured Licensed Software to run in. Your use of the Licensed Software in Cloud Service Provider Environment(s) accumulates with Your use of the Licensed Software outside of Cloud Service Provider Environment(s) and such combined usage shall cumulatively be in compliance with the Use Levels limitations specified in the License Instrument for the licenses which You have purchased. You will procure Cloud Service Provider's cooperation with Veritas' exercise of its right to audit and verify Your compliance under the License Agreement, including Your use in conformity with the Use Levels purchased, but if You are unable to procure such cooperation then You will, upon Veritas' written request, provide or require Cloud Service Provider to provide, copies of Cloud Service Provider's written usage reports relating to Your use of the Licensed Software in the Cloud Service Provider Environment. Subject to any requirements between the Cloud Service Provider and Veritas, Veritas will use such information for its internal business purposes.

3.5.10.1 Termination of Support In Cloud Service Provider Environment. If Cloud Service Provider or Veritas terminates its support for the Licensed Software in the Cloud Service Provider Environment, including therefore Your access and use of the Licensed Software under such environment, such termination does not affect Your separate continuing license rights and obligations under the License Agreement and License Instrument.

3.5.10.2 USE OF SOFTWARE LICENSED BY MICROSOFT CORPORATION. If You are deploying Licensed Software in Microsoft Azure, the following may apply. The Licensed Software may include the following Microsoft software products: Windows Server®, SQL Server® or Microsoft Dynamics NAV® ("Microsoft Software Products"), which are provided and licensed by Microsoft Corporation, not Veritas. Your use of the Microsoft Software Products, including updates thereto, shall be governed by Microsoft's license terms.

3.5.10.3 USE OF SOFTWARE LICENSED BY AMAZON WEB SERVICES, INC. If You are deploying Licensed Software in Amazon Web Services, the following may apply. The Licensed Software may include components of Amazon EC2 AMI Tools, which is provided and licensed by Amazon Web Services, Inc., not Veritas. Your use of the Amazon EC2 AMI Tools component, including updates thereto, is subject to the terms of the Amazon Web Services, Inc. "Amazon Software License" at: <https://aws.amazon.com/asl/>.

3.5.11 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:

3.5.11.1 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 Veritas in accordance with Veritas's then-current support guidelines.



3.5.11.2 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.

3.5.11.3 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.

3.5.11.4 Notwithstanding any other term of this License Agreement, the Component is provided without warranty of any kind whatsoever and is licensed "As Is."

3.5.11.5 Windows® is a registered trademark of Microsoft Corporation.

3.5.12 vCenter Plug-In for NetBackup. If the Licensed Software You have licensed includes vCenter Plug-In for NetBackup, Veritas grants to You a non-exclusive, non-transferable license to use a single copy of the vCenter Plug-In for NetBackup solely in support of Your use of the Licensed Software.

3.5.13 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.

3.5.14 IBM zSeries. Notwithstanding any other provision of this License 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 License 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.

4. DATA COLLECTION; DATA PROTECTION REGULATIONS. 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 organisational measures against unauthorised 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.

You acknowledge Veritas will process such personal data in accordance with the Data Processing Addendum at www.veritas.com/privacy (as amended from time to time).

4.1 In connection with Your use of the Licensed Software, Veritas may collect, retain, disclose, and use certain information ("Collected Data"), including, without limitation through the use of various mechanisms and tools, such as Veritas NetInsights Console. For the purposes of this Section, Veritas NetInsights Console is a tool that is designed to collect and present the below information. Veritas NetInsights Console is designed to allow automatic data uploading to Veritas. Your environment may be configured to not allow automatic data uploading. Veritas NetInsights Console does not provide Veritas any visibility to, Your data content including personally identifiable information.

a. Deployment information:

- Hardware and software configuration specifics of each server:
- IP address, IP type
- Fully qualified domain name (FQDN)



- Alias, host name, host ID, platform, and architecture
 - CPU name, type, clock speed, etc.
 - Time zone
 - Environmental language
 - Operating system version level
 - Memory size
 - Licensed NetBackup software version, features, and installed packages
 - Additional Veritas packages that are installed
- b. Usage information:
- Front End Terabyte count
 - NetBackup configuration settings
 - Client counts by policy type and platform
 - Storage unit configurations
 - Media server counts by NetBackup version and platform
 - Policy count by policy type
 - Policy configurations
 - Job records
 - Media counts by media on hold and retention level
 - Storage Lifecycle Policy (SLP) counts by operation type
 - SLP configurations
5. **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 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.
6. **CLOUDCONNECTOR.** If the Licensed Software You have licensed includes a cloud connector (each being a "Cloud Connector") to enable storage of backups to non-Veritas or Cloud Service Provider Environments or services, the following apply:



- a. Your use of the Cloud Connector to store backups to non-Veritas or Cloud Service Provider Environments or services is subject to changes by third parties providing such environments or services which are outside Veritas' 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 Cloud Service Provider 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 Cloud Service Provider Environments or services.
- b. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS LICENSE AGREEMENT, THE CLOUD CONNECTOR IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER.**
7. **USE OF ORACLE INSTANT CLIENT SOFTWARE.** The Licensed Software may contain Oracle software licensed from Oracle. Such Oracle software may only be used or accessed in conjunction with the Licensed Software. Your use of the Oracle software is subject to the terms of the "ORACLE END USER LICENSE AGREEMENT", a copy of which is provided herein.
8. **USE OF RED HAT UNIVERSAL BASE IMAGE SOFTWARE.** The Licensed Software may contain Red Hat software licensed from Red Hat. Such Red Hat software may only be used or accessed in conjunction with the Licensed Software. Your use of the Red Hat software is subject to the terms of the "RED HAT END USER LICENSE AGREEMENT", a copy of which is provided herein.
9. **USE OF NETAPP SOFTWARE.** The Licensed Software may contain NetApp software as licensed from NetApp, Inc., for use by end users of NetApp storage systems or NetApp cloud services. By using the NetApp portion of the Licensed Software ("NetApp Software"), you acknowledge that you are an end user of NetApp storage systems or NetApp cloud services, and your use of NetApp Software is subject to the following additional terms. You shall not:
 - a. remove or conceal any product identification, copyright or other notices contained in or on the NetApp Software;
 - b. disable, disrupt, circumvent, interfere with, or otherwise violate or impair the security of the NetApp Software;
 - c. access any application, system, service, computer, data, account, or network without authorization using the NetApp Software;
 - d. allow the NetApp Software to be visible, discoverable, usable, accessible, or otherwise expose, either directly or indirectly, by any third party other than Veritas customers who are end users of NetApp storage systems or NetApp cloud services;If you are not an end user of NetApp storage system or NetApp cloud services, do not use the NetApp Software.
10. **DEFINITIONS.**
 - a. **"Central Processing Unit" or "CPU"**, also referred to as a processor or occupied CPU socket, is defined as the logic circuitry that responds to and processes the instructions that run a computer and/or that accesses or runs the software.
 - b. **"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.
 - c. **"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 which are installed on the client.
 - d. **"Cloud Service Provider"** means the third party entity that maintains a Cloud Service Provider Environment, for example but not limited to Amazon Web Services, Microsoft Azure, Google Cloud Platform, or 11:11 Systems.
 - e. **"Cloud Service Provider Environment"** means a cloud computing-based infrastructure or platform service maintained by a Cloud Service Provider or its subcontractors.



- f. **"Cluster"** shall mean a group of servers and/or other computing resources that together act like a single system, enabling capabilities such as on-demand scalability, high availability, data redundancy, failover, load balancing, and in many cases parallel processing.
- g. **"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.
- h. **"Cold Disaster Recovery License"** or **"Cold DR License"** means a copy of the Licensed Software deployed on Cold DR Equipment granted by Veritas for the sole purpose of use by a customer in accordance with the requirements described above in the event of a Disaster.
- i. **"Container Orchestrator Environment"** means third party software which automates configuration, management and coordination of computer systems and software developed and maintained by the Container Orchestrator Provider or its subcontractors, which may be installed on-premises or in one or more Cloud Service Provider.
- j. **"Container Orchestrator Provider"** means the third party entity into whose Container Orchestrator Environment you may be using the Licensed Software.
- k. **"Disaster Recovery Site"** or **"DR Site"** means the site or location where Cold DR Equipment is located.
- l. **"Deduplication"** is defined as the process of evaluating and detecting the occurrence of redundant data content in a new dataset or input/output ("I/O") stream by comparing such dataset or I/O stream to an already existing dataset, 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.
- m. **"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.
- n. **"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.
- o. **"Failover Readiness Testing"** means the process of moving or testing procedures for moving production work from a production server to another server.
- p. **"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.
- q. **"Front End Terabyte Plus"** or **"FETB Plus"** is defined as the meter for flexible licensing available for specified editions, where one (1) FETB Plus unit of Licensed Software may be used to protect data from various Workloads on a multiplier of FETB in accordance with the ratio in the table below.

Workload*	Ratio
Physical	One (1) FETB Plus: One (1) FETB of data protected
Virtual	One (1) FETB Plus: One and a half (1.5) FETB of data protected
Third Party Cloud	One (1) FETB Plus: One and a half (1.5) FETB of data protected

*To identify Workloads, refer to the "Workloads Defined" table below.



The FETB Plus is contingent on monthly transmission of usage data by either 1) configuring Veritas NetInsights Console to allow automatic data transmission or 2) submitting via alternative methods as approved by Veritas. You must have upgraded within ninety (90) days from the initial purchase date specified on the applicable License Instrument. Otherwise, one (1) FETB Plus unit of Licensed Software may be used to protect one (1) FETB of data, regardless of the workload.

Workloads Defined:

Virtual	Any workload that is deployed on a virtual machine in one of the following hypervisor platforms: VMWare, Hyper-V, Nutanix AHV, Red Hat Virtualization (RHV), Azure Stack, OpenStack, regardless of policy type applied to the protected workload and regardless of deployment domain (on-premise, IaaS); or Any workload that is deployed in an instance of a Docker or other OCI compliant container, regardless of container orchestration tool used to manage the container.
Physical	Any workload that is not deployed on a virtual machine in one of the hypervisor platforms listed under "Virtual Workloads" that is deployed on-premise.
Third Party Cloud**	Any workload that is deployed on a Cloud Service Provider Environment.

**X86-64 platforms only

For illustrative purposes only, a Customer licensed to use the Licensed Software for 100 FETB Plus may protect an aggregate amount of fifty (50) FETB of data on Physical Workload(s) and an aggregate amount of seventy-five (75) FETB of data on Virtual Workload(s).

- r. **"Instance"** shall mean a single installed instance of the Licensed Software, whether in a physical or virtual environment. By way of example only, if the Licensed Software is installed in 2 environments, 1 physical and 1 virtual environment, such installations shall be deemed to require licensing of the Licensed Software for 2 Instances.
- s. **"Malware"** is defined as computer viruses or other computer programs which perform undesirable or harmful functions on the users' computers.
- t. **"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.
- u. **"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 which are installed on the server. A Server can run server software for other computers or devices.
- v. **"Starter Pack"** is defined as a Veritas-defined bundle of Licensed Software products described by Veritas as a Starter Pack which Veritas may license to You for defined Use Levels at a single price.
- w. **"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").
- x. **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.
- y. **"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.
- z. **"Tier"** is a Veritas defined classification of a server, client, or NAS Device. The tier defines the type of hardware on which the software is licensed.



- aa.** **“Traditional”** means a license of the Licensed Software that is licensed to You under the applicable Use Level for the Licensed Software as set forth in Section 2.1. A Traditional license cannot be combined with a Capacity Edition license or NetBackup Enterprise Virtual Client license in the same NetBackup Domain.
- bb.** **“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.
- cc.** **“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 Veritas 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 Veritas in the applicable License Instrument.
- dd.** **“Workload”** refers to the Policy Type as specified in the Licensed Software used to protect data located on Clients or Devices.
- ee.** **“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 Veritas 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 Veritas in the applicable License Instrument.



Oracle End User License Agreement

Definitions

"Oracle" refers to Oracle America, Inc. "You" and "Your" refers to (a) a company or organization (each an "Entity") accessing the Programs, if use of the Programs will be on behalf of such Entity; or (b) an individual accessing the Programs, if use of the Programs will not be on behalf of an Entity. "Program(s)" refers to Oracle software provided by Oracle pursuant to the following terms and any updates, error corrections, and/or Program Documentation provided by Oracle. "Program Documentation" refers to Program user manuals and Program installation manuals, if any. If available, Program Documentation may be delivered with the Programs and/or may be accessed from www.oracle.com/documentation. "Separate Terms" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Technology. "Separately Licensed Technology" refers to Oracle or third party technology that is licensed under Separate Terms and not under the terms of this license.

Separately Licensed Technology

Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with Oracle or third party technology provided as or with the Programs. If specified in the Program Documentation, readmes or notice files, such technology will be licensed to You under Separate Terms. Your rights to use Separately Licensed Technology under Separate Terms are not restricted in any way by the terms herein. For clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Technology shall be deemed part of the Programs licensed to You under the terms of this license.

Source Code for Open Source Software

For software that You receive from Oracle in binary form that is licensed under an open source license that gives You the right to receive the source code for that binary, You can obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You can also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

The following license terms apply to those Programs that are not provided to You under Separate Terms. License Rights and Restrictions

Oracle grants to You, as a recipient of this Program, a nonexclusive, nontransferable, limited license to, subject to the conditions stated herein, (a) internally use the unmodified Programs for the purposes of developing, testing, prototyping and demonstrating your applications, and running the Programs for your own internal business operations; and (b) redistribute unmodified Programs and Programs Documentation, under the terms of this License, provided that You do not charge Your end users any additional fees for the use of the Programs. You may make copies of the Programs to the extent reasonably necessary for exercising the license rights granted herein and for backup purposes. You are granted the right to use the Programs to provide third party training in the use of the Programs and associated Separately Licensed Technology only if there is express authorization of such use by Oracle on the Program's download page or in the Program Documentation.

Your license is contingent on Your compliance with the following conditions:

- You include a copy of this license with any distribution by You of the Programs;
- You do not remove markings or notices of either Oracle's or a licensor's proprietary rights from the Programs or Program Documentation;
- You comply with all U.S. and applicable export control and economic sanctions laws and regulations that govern Your use of the Programs (including technical data);



- You do not cause or permit reverse engineering, disassembly or decompilation of the Programs (except as allowed by law) by You nor allow an associated party to do so.

For clarity, any source code that may be included in the distribution with the Programs is provided solely for reference purposes and may not be modified, unless such source code is under Separate Terms permitting modification.

Ownership

Oracle or its licensors retain all ownership and intellectual property rights to the Programs.

Information Collection

The Programs' installation and/or auto-update processes, if any, may transmit a limited amount of data to Oracle or its service provider about those processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. Refer to Oracle's Privacy Policy at www.oracle.com/privacy.

Disclaimer of Warranties; Limitation of Liability

THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW WILL ORACLE BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



RED HAT END USER LICENSE AGREEMENT UNIVERSAL BASE IMAGE

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement ("EULA") governs the use of Red Hat Universal Base Image and associated software supporting such container(s) and any related updates, source code, including the appearance, structure and organization (the "Programs"), regardless of the delivery mechanism. If a Red Hat Universal Base Image is included in another Red Hat product, the EULA terms of such other Red Hat product will apply and supersede this EULA. If a Red Hat Universal Base Image is included in a third party work, the terms of this EULA will continue to govern the Red Hat Universal Base Image.

1. License Grant. Subject to the terms of this EULA, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (each of which may include multiple software components). With the exception of the Red Hat trademark identified in Section 2 below, each software component is governed by a license that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software components. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms applicable to any particular component. The license terms applicable to each software component are provided in the source code of that component.

2. Intellectual Property Rights. The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and other laws as applicable. Title to the Programs and any component shall remain with Red Hat and other licensors, subject to the applicable license, excluding any independently developed and licensed work. The "Red Hat" trademark is a registered trademark of Red Hat and its affiliates in the U.S. and other countries. Subject to Red Hat's trademark usage guidelines (set forth at <http://www.redhat.com/about/corporate/trademark/>), this EULA permits you to distribute the Programs that include the Red Hat trademark, provided you do not make any statements on behalf of Red Hat, including but not limited to, stating or in any way suggesting (in any public, private and/or confidential statement (whether written or verbal)) that Red Hat supports or endorses software built and delivered with a Red Hat Universal Base Image(s) (such derivative works referred to as a "Red Hat Based Container Images"); provided if a Red Hat Based Container Image is Red Hat Certified and deployed on a Red Hat supported configuration as set forth at <https://access.redhat.com/articles/2726611> then you may state that the Red Hat Universal Base Image is supported by Red Hat. You agree to include this unmodified EULA in all distributions of container images sourced, built or otherwise derived from the Programs. If you modify the Red Hat Universal Base Image(s), you must remove any Red Hat trademark(s) prior to any subsequent distribution. Any breach of this Section 2 is a material breach of the EULA and you may no longer use and/or distribute the Red Hat trademark(s). Modifications to the software may corrupt the Programs.

3. Limited Warranty. Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, **to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose.** Neither Red Hat nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. **This warranty extends only to the party that purchases subscription services for the supported configurations from Red Hat and/or its affiliates or a Red Hat authorized distributor.**

4. Limitation of Remedies and Liability. To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. **To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any**



incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.

5. Export Control. As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of Ukraine, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination, persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorizations(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

6. Third Party Software. The Program may be provided with third party software programs subject to their own license terms. The license terms either accompany the third party software programs or, in some instances, may be viewed at www.registry.redhat.com. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install, distribute or use them.

7. General. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

Copyright © 2019 Red Hat, Inc. All rights reserved. "Red Hat," is a registered trademark of Red Hat, Inc. All other trademarks are the property of their respective owners.

Príloha č. 3 ku Kúpnej zmluve č. C-NBS1-000-094-568
Zoznam subdodávateľov predávajúceho

Por. č.	Obchodné meno, sídlo a IČO, zápis do príslušného obchodného registra subdodávateľa	Osoba oprávnená konať za subdodávateľa (meno a priezvisko, adresa pobytu, dátum narodenia)
1.		
2.		
3.		