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17.1 **DEFINITIONS.**

17.1.1 Per Server Licensing: A Server is defined as an individual computer, acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. A Server can run server software for other computers or devices.

17.1.2 Per Storage Device Licensing: A Storage Device is defined as an individual disk, tape, CD, Optical disk, or DVD device, acting as a complete stand-alone storage unit, or a storage unit within a multi-device disk or tape based storage system, attached to a computer for storing information.

17.1.3 Per Domain Controller Licensing: A Domain Controller is defined as a server on a Microsoft Windows-based network that is responsible for allowing host access to Windows domain resources, storing user account information, user authentication, and security policy enforcement for a Windows domain.

17.1.4 Per Node Licensing: A Node/IP is defined as unique network or machine addresses, such as an internet protocol or MAC address, that is monitored by the Software.

17.1.5 Per Mailbox Licensing: A mailbox is defined as a unique mail receptacle on a Microsoft Exchange server.

17.2 **USE LEVELS.** For Backup Exec, Backup Exec for Windows Small Business Server and Backup Exec QuickStart Edition, these additional license provisions shall apply:

17.2.1 You may use each individual copy of the Licensed Software and related documentation on a single active Server to perform data backup regardless of whether the Server is a physical or virtual Server, or on a single active Server as part of a series of clustered Servers at any one time provided that a separate licensed copy of Licensed Software is installed on each active Server within the cluster. For passive nodes in cluster a copy of the software is required only to be installed and not licensed.

17.2.2 You may use the Licensed Software (i) on a single active Windows-based Server, or (ii) a single active Windows-based Server running Backup Exec for the purpose of creating a Continuous Protection Server as a destination for protected data. Regardless of whether the Server is a single active physical Server, or a single active Server as part of a series of clustered



Servers at any one time, a separately licensed copy of the Licensed Software is required to be installed on each active Server within the cluster.

17.2.3 You may use each individual licensed copy of any serialized database agent, remote agent or product option on a single active Server, whether physical or virtual, at any one time, and can enable that individual Server to be protected by any one Server running Backup Exec by installing the agent or option license key on any one Server running Backup Exec at any time. Notwithstanding the foregoing, if a serialized database agent, remote agent or product option is expressly set forth below in section 17.2 with different licensing provisions, then such different licensing provisions shall apply.

17.2.4 You may use each individual licensed copy of the Backup Exec Agent for Windows Systems to protect a single Windows Server or Node, whether physical or virtual, using both the associated Remote Agent for Windows Systems, and the associated Continuous Protection Agent, at any one time over the network.

17.2.5 For the purpose of enabling system access in order to protect a single active NetWare, Mac, Linux or Unix Server or Node, whether physical or virtual, at any one time over a network, you may use an individual licensed copy of the Backup Exec Remote Agent for NetWare Servers, or the Backup Exec Agent for Mac Systems, or the Backup Exec Remote Agent for Linux or Unix Servers. You may also use one associated Backup Exec Agent for Windows Systems, or Agent for Linux or Unix Servers, which is enabled per serialized Backup Exec database agent or option during installation, to protect the specific Server or Node, whether physical or virtual, where the serialized database agent or option is installed.

17.2.6 You may use an unlimited number of the Backup Exec Intelligent Disaster Recovery Option (IDR) to enable IDR for all physical or virtual Servers or Nodes protected over a network from the specific Server running Backup Exec where the IDR option is installed.

17.2.7 You may use the Backup Exec Advanced Open File Option on any system that has been licensed for the Agent for Windows Systems to enable open file protection for all physical or virtual Servers or Nodes protected over a network from the specific Server running Backup Exec.

17.2.8 You may use each individual licensed copy of the Backup Exec Central Admin Server Option (CASO) on a single active Backup Exec Media Server, whether physical or virtual, at any one time.

17.2.9 You may use each individual licensed copy of the Backup Exec Advanced Disk Backup Option (ADBO) on a single active Backup Exec Media Server, whether physical or virtual, at any one time.

17.2.10 You may use each individual licensed copy of the Backup Exec Agent for SharePoint on a single active Server at any one time to enable protection for one complete logical instance of SharePoint Server, which may be distributed across multiple physical or logical servers per manufacturer recommendations, from the specific Server running Backup Exec where the serialized SharePoint option is installed. Alternately, you may use each individual licensed copy of the Backup Exec Agent for SharePoint to protect a single server SharePoint Farm. For distributed farm environments, each additional SharePoint server in the SharePoint farm (Web Front End, Index, Query, additional SharePoint database) requires an additional Agent for Windows Systems (AWS) license.

17.2.11 You may use each individual copy of the Backup Exec Active Directory Recovery Agent on a single active Server running Backup Exec, whether physical or virtual, at any one time. An individual licensed copy of the Active Directory Recovery Agent is required for each Domain Controller to enable granular recovery from the specific Server running Backup Exec where the Active Directory Recovery Agent is installed.

17.2.12 You may use each individual licensed copy of the Agent for Enterprise Vault on a single active Server, whether physical or virtual, at any one time. For backup and recovery of an Enterprise Vault installation, an individual licensed copy of the Agent for Enterprise Vault is required for each Enterprise Vault site, which may be distributed across multiple physical or logical servers. For a distributed environment, each additional server hosting an Enterprise Vault entity (e.g. Vault Store, Fingerprint Database, Index Location, etc.) requires an additional Agent for Windows Systems (AWS) license. For the purposes of Migration, a single copy of the Agent for Enterprise Vault is sufficient on each Media Server utilized to migrate Enterprise Vault data to tape.

17.2.13 You may connect to any server running Backup Exec an unlimited number of individual "stand alone" Storage Devices (e.g., disk, tape drives, optical drives, etc.) OR one single Storage Device WITHIN one physical or virtual tape autoloader, library, robotic library or robotic media changer. Tape autoloaders, libraries, robotic libraries or robotic media changers with two or more Storage Devices require a separate Library Expansion Option license for EACH additional drive beyond the first backup drive in each device.



17.2.14 You may use each individual licensed copy of the Backup SAN Shared Storage Option (SAN SSO) on a single active Server running Backup Exec, whether physical or virtual, at any one time. An individual licensed copy of SAN SSO is required for any Server running Backup Exec that is attached to the Storage Area Network (SAN) and sending backup data to any shared storage device (tape or disk, or NDMP appliance) on the SAN. You may enable multiple Servers running Backup Exec on a SAN to use common Library Expansion Option (LEO), VTL Unlimited Drive Option (VUDO) or NDMP Option license keys at any one time provided that a separate licensed copy of the SAN SSO Option is installed on each Server running Backup Exec that is sharing the LEO, VUDO or NDMP license keys.

17.2.15 You may use each individual licensed copy of the Backup Exec NDMP Option on a single active Server running Backup Exec, whether physical or virtual, at any one time. An individual licensed copy of the NDMP Option is required for EACH NDMP server appliance attached to a single active Server running Backup Exec.

17.2.16 You may use up to five (5) of the Backup Exec Desktop and Laptop Options (DLO), which are included with Backup Exec, to enable protection of user data on any combination of up to five (5) desktop or laptop Nodes connected to a single active Server running Backup Exec, whether physical or virtual, at any one time.

17.2.17 You may use each individual licensed copy of the Backup Exec Desktop and Laptop Option (DLO) on a single active Server running Backup Exec, whether physical or virtual, at any one time, and can enable the protection of specified user data on the licensed number of desktop and/or laptop Nodes connected to a Server running Backup Exec by installing the associated DLO agent on each licensed desktop and/or laptop.

17.2.18 You may use the Agent for Windows Systems on Windows XP, Windows Vista and Windows 7 workstations to protect an unlimited number of Nodes connected to the Server running Backup Exec.

17.2.19 You may use an unlimited number of the Backup Exec Remote Administration Utility to remotely administer an unlimited number of Servers running Backup Exec.

17.2.20 You may use an unlimited number of the Backup Exec Microsoft Operations Manager (MOM) Management Pack to centrally monitor Backup Exec on an unlimited number of Servers.

17.2.21 You may use a single Backup Exec Agent for VMware Virtual Infrastructure (AVVI) license to protect a single VMware ESX host server at any one time, and such host server may protect an unlimited number of guest virtual machines that reside on the licensed VMware ESX host system. Each VMware ESX host server that manages the guest virtual machines requires a Backup Exec AVVI license regardless of the specific VMware ESX host on which the guest virtual machines are running. The Backup Exec AVVI license allows for additional Backup Exec Agent for Windows System (AWS), Remote Agent for NetWare Servers (RANW), and Agent for Remote Linux and Unix Servers (RALUS) to be used in each guest virtual machine running on a VMware ESX host server that has been licensed with a Backup Exec AVVI license without purchasing additional licenses for those Agents. Other applications running in guest virtual machines require separately licensed Backup Exec Agents for such applications.

17.2.22 You may use a single Backup Exec Agent for Microsoft Hyper-V (AMHV) license to protect a single Microsoft Hyper-V host at any one time, and such host server may protect an unlimited number of guest virtual machines that reside on the licensed Hyper-V host system. Each Microsoft Hyper-V host that manages the guest virtual machines requires a Backup Exec AMHV license. The Backup Exec AMHV license allows for additional Backup Exec Agent for Windows System (AWS), Remote Agent for NetWare Servers (RANW), and Agent for Remote Linux and Unix Servers (RALUS) to be used in each guest virtual machine running on a Microsoft Hyper-V host that has been licensed with a Backup Exec AMHV license without purchasing additional licenses for those Agents. Other applications running in guest virtual machines require separately licensed Backup Exec Agents for such applications.

17.2.23 You may use each individual licensed copy of the Backup Exec Remote Media Agent for Linux Servers on a single active Server running Backup Exec, whether physical or virtual, at any one time.

17.2.24 You may use each individual licensed copy of the Backup Exec Storage Provisioning Option (SPO) on a single active Server running Backup Exec, whether physical or virtual, at any one time.

17.2.25 You may use each individual copy of the Backup Exec Agent for Oracle on Windows or Linux Servers on a single active Server running Oracle or Oracle RAC, whether physical or virtual, at any one time. An individual licensed copy of Backup Exec Agent for Oracle on Windows or Linux Servers is required for each separate instance of Oracle or Oracle RAC to be protected in an environment.



17.2.26 You may use each individual licensed copy of the Backup Exec Deduplication Option on a single active Server running Backup Exec, whether physical or virtual, at any one time.

17.2.27 You may use each individual licensed copy of the Backup Exec VTL Unlimited Drive Option (VUDO) per Server running Backup Exec, whether physical or virtual, at any one time.

17.2.28 You may use each individual licensed copy of the Backup Exec File System Archiving Option a single active File Server protected by Backup Exec, at any one time. Remote file servers will require the purchase of an Agent for Windows Systems (AWS) agent to function.

17.2.29 You may use each individual licensed copy of the Backup Exec Exchange Mailbox Archiving Option (BEAO) on a single active Server running Backup Exec, whether physical or virtual, and can enable archiving of specified user mailbox data up to the licensed mailbox count.

17.3 You may only use the Backup Exec Intelligent Disaster Recovery Option (IDR) on Your devices running Microsoft Windows operating system software, provided that the primary purpose of such devices is to provision personal computers running Microsoft Windows operating system software. Additionally, You may only use IDR to perform the following tasks: (1) for provisioning of devices preinstalled with Microsoft Windows operating system software by parties who are authorized Microsoft OEMs operating under a valid and active OEM license agreement with Microsoft Licensing, G.P., or (2) for maintaining on a server-class machine images of the Windows operating system which are to be preinstalled on computers where the maintenance consists of applying security updates, software patches or OEM customizations.

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