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For purposes of this Document, the Licensed Software is: **INFOSCALE FOR KUBERNETES**

### 1. ADDITIONAL DEFINITIONS.

**"Cloud Service Provider"** means the third party entity, for example, but not limited to Amazon Web Services, Microsoft Azure, Google Cloud Platform, into whose hosted cloud environment where you use the Licensed Software.

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

**"Cold Disaster Recovery Equipment"** means a server and/or processor or device on which the Licensed Software may be installed and configured under a Cold Disaster Recovery License, and which is not production use servicing transactions or requiring workloads during periods of Your normal internal business operations.

**"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.

**"Container Orchestrator Provider"** means the third party entity into whose Container Orchestrator Environment you may be using the Licensed Software.

**"Core"** means a functional unit on a processor that reads, interprets, and executes computer instructions, including instructions from the Licensed Software. A "Core" refers to the processor or execution core contained in the same integrated circuit within a computer's central processing unit, whether such Cores are virtual or physical. A multi-core processor is a single computing component with two or more independent "Cores". Each "Core" where an Arctera product is deployed and/or running is required to be licensed.

**"Core Plus"** means the total number of number of Cores (based on processor - type) required for a hardware environment based on both the number and the type of Cores for such hardware. The License Instrument for a Core Plus license will provide the number of Core Plus licenses applicable to the Licensed Software based on the Core Coefficient for the processor.

**"Core Coefficient"** is a numerical value based on the processor type and performance. It is used to determine the number of licenses a customer needs to purchase for a given processor type under the Core Plus license model.

**"Disaster"** means an unforeseen occurrence causing the operation of the applicable systems on which the Licensed Software is used for Production Use, or the Licensed Software installed on such systems, to be substantially impaired or prevented, which occurrence may include but is not limited to fires, earthquakes, floods and computer viruses.

**"Failover Readiness Testing"** means testing of the procedures for transferring Your production operation from one server to another.

**"File System"** is a collection of files storing information on a computer storage device, organized with a hierarchical directory structure. A File System may also be referred to as an Arctera File System.

**"Instance"** An "instance" of the Licensed Software is created by executing the Licensed Software's setup or install procedure and/or duplicating an existing instance.



“**Kubernetes 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 my cases parallel processing.

“**Production Use**” means any functional operation of the Licensed Software in support of Your normal business operations (such as normal productive use and pre-production testing other than Failover Readiness Testing).

“**Server**” means a standalone system or 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.

“**Socket**” or “**Processor Socket**” means a physical interface on a computer motherboard designed to hold one individual, central processing unit (CPU), regardless of the number of processor cores or execution threads contained within.

“**Standard License Key**” means the combination of characters assigned by the Arctera Enterprise Licensing System (ELS) applicable to your license of the Software product or Software product feature.

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

“**Tier**” means an Arctera defined classification of Server. The Server tier defines the type of hardware on which the Licensed Software may be deployed.

“**Virtual Machine**”, also referred to as a VM, is defined as a software implementation of a computer that does not physically exist but is created within a single instance of an operating system on a physical computer to enable applications to execute within the environment of that instance of the operating system.

“**Volume**” is defined as a single or an aggregate number of physical or virtual block devices of storage (including disks and logical units “LUNs”). This is specific to volumes with application-related user data and excludes any volumes necessary to boot up the Server’s operating system (i.e. root/boot/swap volumes).

“**Worker Node**” is a physical or virtual machine that runs an application in a Kubernetes Cluster and reports to the Control Plane in the Container Orchestrator Environment, Control Plane means the container orchestration layer that exposes the API and interfaces to define, deploy and manage the lifecycle of containers.

## 2. ADDITIONAL USE RIGHTS AND LIMITATIONS.

**2.1 Core Plus License.** If the License Instrument indicates that You have received a license for the Licensed Software licensed on the Core Plus license meter, You may use the Licensed Software within a hardware environment, subject to obtaining the required number of Core Plus licensed for such hardware environment. Your authorized number of Core Plus licenses are indicated in the License Instrument.

**2.1.1** Core Plus license requirements for a hardware environment are determined based on the number of Cores included in such hardware multiplied by the Core Coefficient(s) applicable to such hardware. Core Coefficients are identified on the Arctera InfoScale Core Coefficient table (which designates coefficients based on the processor-types for the hardware). The Arctera InfoScale Core Coefficient table is available to you at <http://sort.veritas.com>. Arctera reserves the right, at its sole discretion, to make changes to the Core Plus calculator at any time. For example, if the number of Cores in a hardware environment is 20 and the Core Coefficient for such hardware is 1.1 the Core Plus licenses required for that environment will be 22 Core Plus licenses. Once You have purchased 22 Core Plus licenses for the Licensed Software, you may use the Licensed Software with such Cores/processor-type configuration.

**2.1.2 Use of Core Plus with VMs.** If You use the Licensed Software on a Server in a VM, the required Core Plus licenses for a hardware configuration are equal to the total number of virtual Cores for such hardware multiplied by the applicable Virtual Core Coefficient (as specified on the Arctera InfoScale Core Factor table) for such hardware.

**2.1.3 Use of Core Plus with Cloud.** If You use the Licensed Software in a cloud environment, the required Core Plus licenses for a hardware configuration are equal to the total number of cloud Cores for such hardware multiplied by the applicable Cloud Core Coefficient (as specified on the Arctera InfoScale Core Coefficient table) for such hardware.



**2.1.4 Transfers for new Hardware.** If the Licenses Software is transferred to new hardware and the required Core Plus licenses for the new hardware are greater than the Core Plus licenses for the old hardware, then the customer must acquire additional Core Plus licenses to meet the Core Plus license requirements for the new hardware.

**3. Licensed Software.** The Licensed Software may be licensed to You, under one of the following editions as indicated in the table below:

Editions
InfoScale Storage for Kubernetes Edition (previously known as Storage Resiliency for Kubernetes)
InfoScale Enterprise for Kubernetes Edition (previously known as Enterprise Resiliency for Kubernetes)
InfoScale Enterprise OpenShift VE

Each edition of the Licensed Software includes the ability to use the following features as indicated by a "✓"; an "X" indicates that the feature is not included.

Feature	Storage Kubernetes	Enterprise Kubernetes
Data Encryption at Rest	✓	✓
I/O Fencing for Persistent Volumes using disk as arbitrator	✓	✓
Storage scale-up Support	✓	✓
Persistent Volume Support for raw volumes	✓	✓
CSI Plugin for Persistent Storage in a Kubernetes Environment	✓	✓
Persistent Volume	✓	✓
Persistent Volume Scaling and Migration	✓	✓
I/O Fencing for Persistent Volumes	✓	✓
Stateful Workloads Support	✓	✓
Persistent Volume Snapshot	✓	✓
Disaster Recovery (DR) for multi-cluster resiliency	X	✓
Synchronous Veritas Volume Replicator (VVR) replication	X	✓
Asynchronous Veritas Volume Replicator (VVR) replication	X	✓
Migrate an application or namespace	X	✓
Take over an application or namespace	X	✓

**3.1 Editions.**

**3.1.1 "InfoScale Storage for Kubernetes Edition"** ("Storage Kubernetes") means a license of Licensed Software, licensed on a Core Plus meter and on a term basis, according to the Use Level limitations specified in the License Instrument for the license You have acquired from Arctera. You are only authorized to use Licensed Software on one or more Kubernetes Cluster(s), deployed on-premises, where the total aggregate use of Licensed Software across all Kubernetes Clusters must be equal to or less than the number of Core Plus licensed to You for the applicable license, as indicated on the License Instrument.

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**3.3.1.3** In the event Your use is in the Container Orchestrator Environment You shall be required to report the number of cores deployed in the Container Orchestrator Environment as requested by Arctera.

**3.3.1.4** SUPPORT. The Licensed Software is provided without support of any kind.

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**3.6 Product Specific Reporting Requirements.** You shall be required to report the number of Cores deployed on-premises and in cloud environment(s) in accordance with the Core Plus methodology set forth in Section 2, as requested by Arctera.

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