

# Veeam Licensing Policy

This licensing policy, which is incorporated into and part of Veeam's End User License Agreement ("EULA"), defines the specific licensing terms and conditions for your use of Veeam software products and documentation (collectively, "Software"). Definitions for all capitalized terms are found in **Definitions section** below.

# 1. Veeam Licensing

# 1.1. Veeam Universal License (VUL) Offerings

| Offering                      | License type(s)              | License unit | Specifics   |
|-------------------------------|------------------------------|--------------|---|
| Veeam<br>Availability Suite   | Subscription<br>or Perpetual | Instance     | Bundle offered in packs of 10 Instances. Support and Maintenance is limited to Production level. Basic level is not offered.  Offerings included:  • Veeam Backup & Replication  • Veeam ONE  |
| Veeam<br>Backup & Replication | Subscription<br>or Perpetual | Instance     | Offered in packs of 10 Instances.  Support and Maintenance is limited to Production level. Basic level is not offered.  Applications included:  • Veeam Backup for AWS  • Veeam Backup for Microsoft Azure  • Veeam Backup for Nutanix AHV  • Veeam Agent for Windows  • Veeam Agent for Cracle Solaris  • Veeam Agent for IBM AIX  |
| Veeam<br>Backup Essentials    | Subscription<br>or Perpetual | Instance     | Bundle offered in packs of 5 Instances with a minimum of 5 Instances (or 1 pack) and a maximum of 50 Instances (or 10 packs).  Designed exclusively for small businesses and installations. Cannot be merged with another product license or centrally managed to scale above maximum. Purchase of an upgrade SKU required to grow beyond maximum limit.  Support and Maintenance is limited to Production level. Basic level is not offered.  Offerings included:  • Veeam Backup & Replication  • Veeam ONE |



| Offering   | License type(s)              | License unit | Specifics  |
|--|------------------------------|--------------|--|
| Veeam<br>Backup Essentials<br>NAS Capacity Packs | Subscription<br>or Perpetual | ТВ           | Offered in increments of 1TB with minimum of 5TB and maximum of 50TB.  This NAS license is only available to Veeam Backup Essentials VUL Customers. Support and Maintenance is Production level, tied to a Veeam Backup Essentials contract. |
| Veeam<br>Backup Starter                          | Subscription                 | Instance     | Effective October 1, 2020, this product is no longer offered, and all Veeam Backup Starter subscriptions were converted to Veeam Backup Essentials subscriptions.  |

#### 11.1. Instance calculation for Veeam Universal License

Veeam Universal License (available in both Subscription and Perpetual License Types) removes complexity from license consumption tracking, providing portability of the license across a breadth of product functionality. All Protected Workloads consume 1 (one) Instance for the following Licensed Objects:

| Workload type                | Licensed object(s) | Instance |
|------------------------------|--------------------|----------|
| VM or Cloud VM               | 1                  | 1        |
| Server or Application Server | 1                  | 1        |
| Workstation                  | 3                  | 1        |
| NAS                          | 250 GB             | 1        |

# 12. Standalone Offerings (non-VUL)

| Offering                    | License type(s) | License unit | Specifics   |
|-----------------------------|-----------------|--------------|---|
| Veeam<br>Availability Suite | Perpetual       | Socket       | Bundle for VMware and Hyper-V virtual machine workloads only.   |
| ·                           |                 |              | Product Edition options include:  |
|                             |                 |              | Enterprise Plus   |
|                             |                 |              | • Enterprise*   |
|                             |                 |              | • Standard*   |
|                             |                 |              | Support and Maintenance options include:  |
|                             |                 |              | Production level  |
|                             |                 |              | Basic level*  |
|                             |                 |              | Offerings included:   |
|                             |                 |              | <ul><li>Veeam Backup &amp; Replication (with Socket License<br/>Unit limitations)</li><li>Veeam ONE</li></ul>                                   |
|                             |                 |              | *Only available for customers with the above Product Editions or Support and Maintenance prior to January 1, 2021. Not available for new sales. |



| Offering          | License type(s) | License unit | Specifics  |
|-------------------|-----------------|--------------|--|
| Veeam Backup &    | Perpetual       | Socket       | Offering for VMware and Hyper-V virtual machine workloads only.  |
| Replication       |                 |              | Product Edition options include:   |
|                   |                 |              | <ul><li>Enterprise Plus</li><li>Enterprise*</li></ul>  |
|                   |                 |              | • Standard*  |
|                   |                 |              | Support and Maintenance options include:   |
|                   |                 |              | <ul><li>Production level</li><li>Basic level*</li></ul>  |
|                   |                 |              | Applications NOT included:   |
|                   |                 |              | <ul> <li>Veeam Backup for AWS</li> </ul>   |
|                   |                 |              | Veeam Backup for Microsoft Azure     Veeam Backup for Microsoft Azure  |
|                   |                 |              | <ul><li>Veeam Backup for Nutanix AHV</li><li>Veeam Agent for Windows</li></ul>   |
|                   |                 |              | Veeam Agent for Linux  |
|                   |                 |              | Veeam Agent for Oracle Solaris   |
|                   |                 |              | <ul> <li>Veeam Agent for IBM AIX</li> </ul>  |
|                   |                 |              | *Only available for customers with the above Product Editions or Support and Maintenance prior to January 1, 2021. Not available for new sales.  |
| Veeam             | Perpetual       | Socket       | For VMware and Hyper-V virtual machine workloads only.   |
| Backup Essentials |                 |              | Bundle offered in packs of 2 Sockets with maximum of 6 Sockets (3 Packs).  |
|                   |                 |              | Designed exclusively for small businesses and installations. Cannot be merged with another product license or centrally managed to scale above maximum limit of Sockets. Can be combined with Veeam Availability Suite VUL. Purchase of an upgrade SKU required to grow beyond maximum limit of Sockets. |
|                   |                 |              | Product Edition options include:   |
|                   |                 |              | Enterprise Plus  |
|                   |                 |              | <ul><li>Enterprise</li><li>Standard</li></ul>  |
|                   |                 |              | Support and Maintenance options include:   |
|                   |                 |              | Production level   |
|                   |                 |              | Basic level  |
|                   |                 |              | Offerings included:  |
|                   |                 |              | Veeam Backup & Replication (with Socket  |
|                   |                 |              | License Unit limitations)  • Veeam ONE   |



| Offering                                 | License type(s) | License unit | Specifics   |
|--|-----------------|--------------|---|
| Veeam ONE                                | Perpetual       | Socket       | When purchased as a standalone without Veeam Backup & Replication, offering provides monitoring, reporting and analytics for VMware and Hyper-V virtual machine workloads only. |
|  |                 |              | Support and Maintenance options include:  |
|  |                 |              | <ul><li>Production level</li><li>Basic level</li></ul>  |
| Veeam<br>Backup <i>for AWS</i>           | Subscription    | Instance     | Offered in packs of 10 Instances. Available as part of AWS Marketplace subscription or with BYOL version.   |
| Veeam<br>Backup <i>for Azure</i>         | Subscription    | Instance     | Offered in packs of 10 Instances. BYOL version only.  |
| Veeam                                    | Subscription    | Orchestrated | Offered in packs of 10 Orchestrated Instances.  |
| Availability<br>Orchestrator             |                 | Instance     | Non-transferable to or from other Veeam products using Instances.   |
|  |                 |              | For VMware and Hyper-V virtual machine workloads only.  |
|  |                 |              | Not available as an Add-on for Veeam Backup Essentials  |
|  |                 |              | <b>DR Pack Offering:</b> quantity must match Veeam Backup & Replication license quantity.   |
| Veeam Backup for<br>Microsoft Office 365 | Subscription    | User         | Minimum of 10 Users.  |
|  |                 |              | Licensed per User account in all customer organizations. A license is not required for:   |
|  |                 |              | Shared, resource and group mailboxes  |
|  |                 |              | Group SharePoint sites  |
|  |                 |              | External SharePoint users   |
| Veeam                                    | Subscription    | Socket       | Minimum of 10 Sockets.  |
| Management Pack<br>for System Center     | or Perpetual    |              | For Subscription Offering, Support and Maintenance is limited to Production level. Basic level is not offered.  |
|  |                 |              | For Perpetual Offering, Support and Maintenance options include:  |
|  |                 |              | <ul><li>Production level</li><li>Basic level</li></ul>  |

# 13. Multiyear Subscription Billing Options

Multiyear Subscriptions with **Upfront Billing** contain all years in one SKU. Customer commits to pay for the entire length of the contract upfront. Multiyear Subscriptions with **Annual Billing** require all yearly options to be purchased together on initial order. Customer commits to pay annual amount by the yearly anniversary each year for the length of contract.



## 14. Gifted (Built-in) Product License

For all Perpetual Licenses with Sockets, Veeam Backup & Replication and Veeam ONE products will enable additional FREE Instance licenses to be available for use — one Instance per each Socket with maximum of 6 gifted Instances.

For Veeam ONE, these FREE instances can only be used on monitoring and reporting on all non-VM workloads from the connected Veeam Backup & Replication.

## 15. Combining Socket and Instance licenses in Veeam Backup & Replication

Customers who need to combine purchased Socket and Instance licenses into one License Key can do so on the Customer Portal (https://my.veeam.com). Read more about License Key merges.

Starting with version 10, Veeam Backup & Replication allows installing separate Socket and Instance License Keys at the same time without prior merging of keys at the customer portal. The following conditions will apply:

- · Both Socket and Instance licenses are valid product licenses
- Company name matches between licenses
- · Socket License Key will define the Support level, Support ID and Product Edition
- · Only one Socket and one Instance License Key can be installed into the product at the same time
- Sockets will only protect VMware vSphere and Microsoft Hyper-V VMs

Instances, when in the presence of sockets, will protect NAS, Agents, Plug-Ins, AHV and Cloud VMs, and any workload **excluding** VMware and Hyper-V VMs.

Instance license expiration will, following the grace period, disable all product functionality until the expired license is removed from the product installation.

Socket license support expiration will not have any impact on the product's functionality, except for the limitation to install product updates shipped after the support expiration date.

**Important note**: To receive Production Support for combined license, the Socket license must be at the Production Support and Maintenance level.

#### 1.6. Product Edition

When present, Product Edition of the license regulates the Software capabilities level. In case when both Perpetual per Socket and Subscription VUL licenses are installed, the Software will follow the Perpetual License edition.

## 1.7. Downgrades

- 1. Only Customers who are current on Support and Maintenance are eligible for a downgrade.
- 2. Veeam does not refund the difference in price for downgrades.
- 3. Offering Downgrades are only offered for Perpetual Licenses, may require a downgrade SKU, and a penalty or fee may be charged.
- 4. Product Edition Downgrades have no penalty or fee. Support and Maintenance expiration date(s) and licensing terms are not altered in the event of Product Edition Downgrade. Downgrades to Product Editions that Customer does not currently own are not available.
- 5. Support and Maintenance Downgrades are not available.

For more information, please contact Veeam Renewals at  $\underline{ {\bf renewals@veeam.com}}.$ 



## 18. Upgrades

- 1. Only Customers who are current on Support and Maintenance are eligible for upgrades.
- 2. Upgrades may require a fee even in cases where Customer is upgrading to what they were previously entitled to.
- 3. Product Edition Upgrades are only offered for Perpetual Licenses and may require an upgrade SKU.
- 4. Product Edition Upgrades to Enterprise Plus Product Edition are available. Product Edition Upgrades to Enterprise Product Edition are not available unless Customer currently owns Enterprise Product Edition. Support and Maintenance expiration date(s) and licensing terms are not altered in the event of Product Edition Upgrades.
- 5. Production level Support and Maintenance is required for, and thus is included in, all upgrades.
- 6. Support and Maintenance Upgrades are available.

For more information, please contact Veeam Renewals at <u>renewals@veeam.com</u> or by submitting a form at <u>https://www.veeam.com/renewal.html</u>.

#### 19. License Purchase Terms

Except as expressly agreed otherwise, Veeam reserves the right to change Packaging as needed without advanced or written notification. Except as expressly agreed otherwise, renewals or extensions of Perpetual License Support and Maintenance or Subscription Licenses will be at Veeam's GSA Schedule list price in effect at the time of the applicable renewal.

## 1.10. Migrations

Customers with "Active" Support and Maintenance Agreement may migrate their Socket-based Veeam Backup & Replication, Veeam Availability Suite or Veeam Backup Essentials Perpetual License to a Veeam Universal License (VUL) Subscription for additional benefits. Migrations from Socket-based Perpetual License to Perpetual VUL are also available.

For more information, please contact Veeam Renewals by submitting a form at <a href="https://www.veeam.com/renewal.html">https://www.veeam.com/renewal.html</a>.

## 1.11. Veeam License Keys

Veeam issues License Key for each license purchased. The End User is authorized to use each License Key to activate and use the Software within the parameters of this Licensing Policy according to this License Policy terms.

Veeam License Key contains specific licensing terms and a signature record that proves the integrity of the License Key file for the product. Only those License Keys that are marked as "Active" in Veeam's records are considered legitimate and valid License Keys. Customer's Active License Keys are always visible on the Customer Portal.

In the event where a License Key is revoked and a written confirmation has been sent, Customer must stop usage of License Key.

Please refer to <u>technical documentation</u> for product license installation help. The Veeam License Key defines the maximum number of License Units for the Software to consume or process from all objects of the connected Source Infrastructure.

Customers can use copies of the Software and one License Key to manage same or multiple **Source Infrastructures**. In this scenario, Customers are required to implement centralized license management (for example, Veeam Enterprise Manager) to control total license consumption and compliance with the licensing terms.



Customers can use multiple License Keys with different license terms, but only for **separate backup infrastructures** (which are defined as not sharing servers or storage between each other and are protecting different Source infrastructures). Veeam centralized management is not available/allowed for such use cases. In these cases, Customers will be provided with separate license files for each separate backup infrastructure.

With certain conditions, <u>Customers can combine License Keys</u> with different license terms to manage multiple Source Infrastructures with the same backup infrastructure. Customers are advised to implement centralized license management (Veeam Enterprise Manager) to control total license consumption and compliance with the licensing terms.

#### 1.11.1. License Start Date

The license expiration date and license support expiration date are calculated from the license start date which is the date when Veeam accepts the Purchase Order from distribution and delivers the License Key to the Customer portal at <a href="https://my.veeam.com">https://my.veeam.com</a>.

When purchasing a renewal of Perpetual or Subscription Licenses, the updated License Keys become available at the Customer portal. If the License Key auto-update functionality is enabled, the updated License Key will be installed into the product automatically.

#### 1.112. License Key Merge

Customers that are current on maintenance have an option to merge several Production License Keys into a single License Key to use in a product installation. Merge functionality for current versions is available at Customer Portal (<a href="https://my.veeam.com">https://my.veeam.com</a>). For cases when merge is required for older versions of Veeam products, the Licensing support case needs to be opened.

When several License Keys are merged, the lowest Edition terms are selected for the resulting key (e.g. merging a 10 Socket Standard Edition license with the Veeam Universal License will result in a Standard Edition License Key). Similarly, the earliest license expiration date and support expiration date with respective Support ID will be provided.

License Key merge is only available for compatible licenses with up-to-date License Administrator information.

To revert the License Key merge operation, Customers may choose "Undo merge" to destroy the merged license and revert to original product License Keys.

Below are clarifications and exceptions to general merge rules:

| License key merge exception | Merge rules  |
|-----------------------------|--|
| Veeam Backup Essentials     | This product offering is not allowed for merging between License Types or with other products.   |
| Veeam Backup Starter        | This product offering is not allowed for merging between License Types or with other products. This product will no longer be offered on October 1, 2020. Support will be discontinued with v11 release. |
| Veeam Universal Licenses    | Merge is allowed between Veeam Universal Licenses and other types of supported licenses.   |
|                             | The resulting License Key will contain combined License Units from Perpetual and Subscription Licenses.  |
|                             | Legacy Instance licenses will be re-calculated based one-to-one match (e.g. 10 Instances Standard Edition will match 10 Instances of Veeam Universal Licenses).  |
|                             | All other License Key parameters will follow License Key merge rules   |



#### License key merge exception

#### Merge rules

#### Merging License Keys with Sockets and Instances

Customers can combine Socket Perpetual and Instance Subscription License Keys to use with previous versions of the Veeam Backup & Replication. Below are merging directions for resulting key:

- License type: Subscription
- License expiration: the earliest expiration date of selected Instance Subscriptions License Keys
- Support expiration: the earliest support expiration date of all involved licenses
- Support ID: Socket Perpetual License Key with the earliest support expiration date.

#### Please note that:

- Sockets will be used to protect VMs on VMware and Hyper-V hosts
- Instances will cover Agents, Plug-Ins, AHV VMs, excluding VMware and Hyper-V VMs.

#### 1.113. License Auto-update

Customers who enable the license auto-update feature will benefit from having automatic installation of Software updates and version upgrades, if their Subscription or Support and Maintenance Agreement is current. If separate environments are merged, please contact support to understand how this will affect the auto-update function.

#### 1.114. Legacy Licenses

In case a Customer on maintenance needs a License Key for a legacy product version Veeam may provide such a License Key, with the condition that the License terms and License Units are available for that legacy product version. Please see if the "Previous version" action is available for the License Key on the Customer portal.

#### 1.115. Promotional License Key

When Veeam gives a free production license or adds licenses/features at no cost for a limited time, the duration of the offer is defined by the promotion's specific terms and conditions or by the License Key parameters. Promotional licenses do not change any pre-existing licensing agreement for paid products.

#### 1.11.6. License Transfer

To initiate the license transfer process to another License Administrator or to another Company, Customers are required to open a licensing case on the **Customer portal** (https://my.veeam.com/)

The licensing case must be opened by the current Veeam License Administrator or a representative of the Customer with a proof of purchase submitted via the case.

#### 1.12. License Administrator

The End User is responsible for providing correct contact information about License Administrator and keep it up to date. The End User is required to submit any changes to License Administrator data to Veeam's Customer Support service via the Customer portal (<a href="https://my.veeam.com">https://my.veeam.com</a>).



#### 1.13. Source Infrastructure

Customers can use copies of the Software under the same License Key and license terms to manage same or multiple Source Infrastructures. In this scenario, Customers are required to implement centralized license management (for example, Veeam Backup Enterprise Manager) to control total license consumption and compliance with the licensing terms.

Sharing of the Source Infrastructure between different Licenses and license terms is prohibited.

#### 1.14. Licensed Objects

Licensed Objects are associated with License Units by the Software. Some Software allows revoking License Units from Licensed Objects and re-applying to other License Objects. For example, you can revoke the license from some hosts or virtual machines (VMs) and assign it to other hosts or VMs.

#### 1.15. License Units

Older versions of Veeam products prior to Veeam Backup & Replication v10 include the following License Units: VM, Server, Workstation with 1 (one) License Unit consumed by each Protected Workload.

# 2. Support and Maintenance

## 21. Paid Offerings

Customers are entitled to the Service Level Agreements (SLAs) associated with the Offering as described in the **support policy**.

Please note that support may NOT be provided for Customers with expired license or Support and Maintenance agreement.

#### 22. Free Software

FREE/Community/NFR Licenses DO NOT include Support and Maintenance.

## 23. Eligibility

Support and Maintenance is offered with both Subscription and Perpetual License Types. With "Active" Subscriptions, Customers are eligible for Support and Maintenance; however, with Perpetual Licenses, Customers must renew their annual Support and Maintenance agreement in order to stay eligible. Read more details on <a href="Support and Maintenance">Support and Maintenance</a> renewal costs.

Please open a licensing support ticket at the **Customer portal** for such a request.

## 24. Requirement for Software Re-activation

Customers are advised to keep a copy of the Software and License Key file provided to them from the purchase of Veeam products to re-activate the Software as needed. For Customers with an active maintenance contract, Veeam may provide a copy of the Software and the license file for supported versions in response to a Customer request. Customers with expired maintenance contracts may not be granted such a service.



## 25. Support

Veeam has three support programs which may or may not be available for all Offerings: Premier, Production, and Basic. Additionally, there is an Evaluation support program for 30 days following product downloads. Each program provides a guarantee for support via Web, E-mail and Phone, and the ability to open cases via Web or Phone. Support for Customers with the Community Edition/Free License/NFR licensed products is provided on a best-effort basis. For more information, please refer to the **Veeam Customer Support Policy**.

New product releases and maintenance updates are also available only to Customers with a current maintenance contract. Product updates may be refused by the Software where the License Key Support Expiration date has past.

Support level for Customers always defaults to their lowest contracted level. For example, if a Customer has 90% of their licenses contracted to Production Support and 10% of their licenses contracted to Basic Support, Veeam will only provide Basic Support.

## 26. Support and Maintenance Included in License Types

Perpetual License includes a Production or Basic Support and Maintenance agreement for the first year.

Subscription License includes a Production or Basic Support and Maintenance agreement for the full term of the license.

#### 27. Basic Level Agreement Renewal

The annual renewal of Basic level Support and Maintenance is equal to the listed GSA Schedule Pricelist fee for Basic level Support and Maintenance for each product purchased under perpetual licensing.

## 28. Production Level Agreement Renewal

The annual renewal of Production level Support and Maintenance is equal to the listed GSA Schedule Pricelist fee for Production level Support and Maintenance for each product purchased under perpetual licensing.

## 29. Public, Educational or Internal Licensing Discounts

Veeam may provide discounts for public, educational and 'internal use' sectors on Subscription renewals. There are no sector discounts for Perpetual Support and Maintenance Agreement renewals. **Contact Veeam Renewals**Team for discounts available in your region.

## 210. Prepaid Support and Maintenance Availability

Prepaid discounted SKUs may be purchased within the first six months of the original new License purchase. After this period, standard annual renewal SKUs are required.

# 211. Maximum Prepaid Term

Maximum prepaid term for Support and Maintenance is five years for each License. The first year of support included with new Perpetual Licenses counts towards this maximum. Please note that SKUs may not be 'doubled' to increase length of time for support.

## 2.12. Maintenance Upgrades

Customers who upgrade Product Editions which have future years of support remaining on the product contract must also purchase annual and monthly edition maintenance upgrade SKUs to cover the price difference between previous and new product.



#### 213. Expired Maintenance & Reinstatement Fee

Support renewals past due will be assessed a reinstatement fee equal to the fee for Support and Maintenance had Support and Maintenance remained continuous during the lapsed period. Fee is included in Expired Renewal SKUs, whichare required for renewal of agreements expired at time of purchase. Expired Fee Waived SKUs can be used with Veeam approval only.

If support agreement is expired, please contact **Veeam Renewals team** to confirm needed SKUs.

## 2.14. Pricing Adjustments

Veeam strives to provide its customers with the best technology support for a broad alliance ecosystem, in a flexible, cost-effective manner. We reserve the right to evaluate our Packaging and Pricing, and adjust Pricing for subscription, subscription renewal and maintenance renewal of any Offering in accordance with the GSA Schedule Pricelist. Please refer to License Purchase Terms section.

## 2.15. End of Support

When a product version reaches end of support stage, this version will no longer be supported by Veeam. No further updates, patches or hotfixes will be created for it (exceptions may be made on case-by-case basis). For more information, read <a href="https://www.veeam.com/kb1530">https://www.veeam.com/kb1530</a>.

## 2.16. Product Lifecycle

All Software goes through product lifecycles which can affect the licenses and support associated with that Software. To read more about Veeam product lifecycles, read <a href="https://www.veeam.com/releasestatus\_rn.pdf">https://www.veeam.com/releasestatus\_rn.pdf</a>.

## 3. Definitions

#### 3.1. Customer

"Customer" means the Ordering Activity under GSA Schedule contracts End User of the Software.

#### 32. License Administrator

"License Administrator" means a person associated with and recorded in the Veeam License Key who represents the End User (per Veeam's **EULA**) and has the authority to request changes to the End User's Veeam Product License.

## 3.3. License Key

"Veeam License Key" or "License Key" refer to (1) a transaction document that defines the scope of the license; (2) eligible License Units and options; and (3) license terms reference, such as License ID and Support ID. Veeam License Key is typically required to enable functionality of the Software.

#### 34. Protected Workload

"Protected Workload" means a Workload (as defined below) that had at least one restore point created by the Software in the past 31 days in the form of a backup or native snapshot.

#### 35. Workload

"Workload" means a computer (physical, virtual or cloud), an application (on-prem or SaaS), an unstructured data (files or objects) or any data source that Software protects or manages.



#### 3.6. Source Infrastructure

"Source Infrastructure" means an infrastructure with management servers, hosts, physical/virtual/cloud machines, applications, files or storage that is protected, monitored or otherwise managed by the Software and by the Customer.

# 3.7. Licensed Object

"Licensed Object" means an element of the Source Infrastructure that may be counted towards the maximum number of License Units. Below is a table of available Licensed Objects with descriptions:

| Licensed object    | Description  |
|--------------------|--|
| VM                 | A protected VMware ESX, Microsoft Hyper-V or Nutanix AHV VM that is backed up, replicated, copied, monitored or otherwise consumed by the Software.                                |
| Cloud VM           | An Amazon AWS EC2 Instance or a Microsoft Azure VM that is backed up, replicated, copied, monitored or otherwise consumed by the Software.   |
| Server             | A Windows, Linux, Unix (or other supported operating system) machine, physical or virtual, where the Software is installed. Each node of the clustered setup needs to be licensed. |
| Application Server | A physical or virtual machine where the application-specific Software is installed. Each node of the clustered setup needs to be licensed.   |
| Workstation        | A physical or virtual machine where the Software is installed. Each node of the clustered setup needs to be licensed.  |
| NAS                | Front-end storage capacity pack.   |
| User               | A User account in all organizations as reported by the management Software.  |
| Socket             | An occupied motherboard CPU socket (as reported by the hypervisor API) on hosts with virtual machines (VMs) to be backed up, replicated, monitored or reported on.                 |
|                    |  |

#### 38. License Unit

"License Unit(s)" means the maximum capacity of Licensed Objects that Software will process. Also represents how an Offering is licensed. For instance, Veeam Backup & Replication is offered in Instances. The following table describes the License Units.

| Description  |
|--|
| Calculated value representing the total "value" of all Licensed Objects that can be protected and/<br>or managed by the Customer using Veeam or partner solutions. See Instance calculation for Veeam<br>Universal License |
| In Rental licenses, Instance represents the value in rental points for managed workloads.  |
| 1 (one) License Unit is consumed by each Protected Workload.   |
| This instance type allows the workload to participate in orchestration activities (be a part of plans, labs, reports) in Veeam Availability Orchestrator (VAO).  |
| 1 (one) License Unit is consumed by each User account in all organizations as reported by the management Software.   |
|  |



| License unit | Description  |  |  |  |
|--------------|--|--|--|--|
| тв           | Terabytes of front-end storage (NAS).  |  |  |  |
| Socket       | 1 (one) License Unit is consumed for each occupied motherboard CPU socket as reported by the hypervisor API.   |  |  |  |
|              | Only source hosts are licensed — hosts on which VMs that you back up or replicate reside. Target hosts (for replication and migration jobs) do not need to be licensed. Each node of the clustered setup needs to be licensed. |  |  |  |

#### 39. Product Edition

If present, "Product Edition" or "Edition" means the specific edition of the Software that defines the functionality available in the Software.

See **VBR Editions Comparison** for more information on specific Product Edition features and functionality.

# 3.10. Support and Maintenance

"Support and Maintenance" means Software updates, licensing and technical support to Customers according to published Veeam Customer Support Policy attached hereto.

## 3.11. Offering Downgrade

Change from a higher tier Offering or Bundle to a lower tier Offering or Bundle, if applicable.

## 3.12. Product Edition Downgrade

Change on any product from a higher Product Edition to a lower Product Edition.

## 3.13. Support and Maintenance Downgrade

Change in the middle of contracted term from a higher level of Support and Maintenance to a lower level of Support and Maintenance.

## 3.14. Offering Upgrade

Change from lower tier Offering or Bundle to a higher tier Offering or Bundle, if applicable.

## 3.15. Product Edition Upgrade

Change on any product from a lower Product Edition to a higher Product Edition.

## 3.16. Support and Maintenance Upgrade

Change from lower level of Support and Maintenance to a higher level of Support and Maintenance.

## 3.17. License Type

"License Type" means the type of license to the Software that is purchased by a Customer. License Types (defined below) include: Perpetual, Subscription, Rental, Evaluation, Not-for-Resell (NFR), Community Edition, and Free.



## 3.18. Perpetual License

"Perpetual License" means a License Type that grants Customers the right to use, in perpetuity, any version of the Software delivered prior to the Support and Maintenance expiration date reflected in the license file provided, however, that License Keys are updated from time to time. One year of Support and Maintenance is included with any purchase of a Perpetual License.

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# 3.22. Community Edition and Free Licenses

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"Community Edition" means a License Type that grants End-Users a fully functional version of the Software for very small environments and is limited to Licensed Units built into the License Key. Some versions of free products may require a valid no-cost license ("Free License") that is available for everyone upon website page registration. Please follow directions in the product interface to obtain such a license.

Community Edition License Customers agree to receive email marketing communications from Veeam Software with ability to unsubscribe from it.

Sharing of the Source Infrastructure between different Community Edition and Free Licenses is prohibited. This includes using multiple Community Edition deployments, or using both paid licenses and Community Edition deployments, to protect different parts of the same Source Infrastructure.

# 3.23. Packaging

"Packaging" means the Software, Features, <u>Product Editions</u>, Add-ons, Bundles, and <u>Support and Maintenance</u> associated with Veeam's portfolio of Offerings.

#### 3.24. Product

"Product" group of features or capabilities designed to function synergistically under one interface, License Key, and title. May be referred to as "Software".



## 3.25. Offering

"Offering" means Software offered or commercialized with a specific License Unit, License Type, Support and Maintenance program and License Policy rules.

#### 3% Add-on

"Add-on" means a dependent Offering offered in addition or complimentary to an independent Offering.

#### 3.27. Bundle

"Bundle" means an Offering composed of a specific group of Software, Offerings and/or Add-ons offered together at a discount.

#### 328. Feature

"Feature" means capability designed to complete a function or series of functions found within Software.

## 3.29. Pricing

"Pricing" means <u>License Units</u>, <u>License Types</u>, terms, structural discounts and price points associated with Veeam's Packaging in accordance with the GSA Schedule Pricelist.

# 330. Veeam-Published Image

Veeam-Published Image means a virtual machine image made available by Veeam for use in a cloud marketplace (like Amazon Web Services or Azure) and in which the Software is pre-installed. When the Software is delivered to End User as pre-installed on Veeam-Published Image End User has a right to use the Software only in virtual machines in the marketplace deployed from Veeam-Published Image. If the Software is delivered to End User as pre-installed on Veeam-Published Image with the operating system pre-installed, the right to use the operating system is governed by terms of EULA of this operating system. By executing a purchase order incorporating this Agreement in writing the Software End User accepts the terms of EULA of such an Operating System, otherwise the End User must not use the Software.