



## PRODUCT USE RIGHTS DOCUMENT FOR INFOSCALE

This Product Use Rights Document (“Document”) contains additional terms and conditions (the “Product Use Rights”) for the Licensed Software licensed under the Arctera 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 Arctera US 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: **INFOSCALE**

### 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 Instance**” means a single unique installation within a cloud environment of an operating system without the use of a hypervisor or on a bare metal physical host. In the case of Amazon Web Services or Microsoft Azure, it represents their basic unit of deployment for IaaS systems. This may be referred to as simply an “Instance” in Your License Instrument.

“**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-premise 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.

**“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.

**“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).

## 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.



- 2.1.5 Server License.** If the License Instrument indicates that You have received a Server license for the Licensed Software, You may use such Licensed Software in the quantities and at the Use Levels on no more than the number of physical Server(s) for the applicable Tier and the applicable operating system platform, as indicated within the Licensed Instrument.
- 2.1.6 Core License.** If the Licensed Instrument indicates that You have received a Core license for the Licensed Software, You may use such Licensed Software in the quantities and at the Use Levels on no more than the number of Core(s) for the applicable Tier and the applicable operating system platform, as indicated within the Licensed Instrument.

## **2.2 Standard License Key and Keyless License Options.**

- 2.2.1** For the first sixty (60) days after Your installation of the Licensed Software, You have the option to use the Licensed Software without a Standard License Key. After the first sixty (60) days, You may continue to use the Licensed Software without a Standard License Key only if You obtain, install and use the Arctera License Management Service (“LMS”) on a Server to track Your keyless license for the Licensed Software. Your license to the Licensed Software includes a license to LMS and You may obtain a copy of LMS at [https://www.veritas.com/content/support/en\\_US/downloads/detail.REL133180](https://www.veritas.com/content/support/en_US/downloads/detail.REL133180) (or at any other link provided by Arctera). You may use LMS for the purpose set forth in this Section 2.21 provided that Your use of LMS also complies with the terms and conditions of the end user license agreement that accompanies LMS.
- 2.2.2** At any time, You may elect to use the Licensed Software under the Standard License Key option. In order to do so, You may be required to access the website indicated on the applicable Licenses Instrument for the Licensed Software and enter the serial number provided to You on the applicable License Instrument to obtain the Standard License Key for the Licensed Software.
- 2.2.3** 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.  
*\*Keyless license option applies to all Licensed Software.*

**2.3 License Instrument.** Your License Instrument will constitute proof of Your right to make and use such copies of the Licensed Software. If no License Instrument accompanies, precedes, or follows this License Agreement, You are not authorized to use the Licensed Software.

## **2.4 Arctera Cluster Server.**

- 2.4.1** If the Arctera (Volume Manager) Cluster Server (“VCS”) software is included with the Licensed Software, then You may use VCS up to no more than the number of licenses for the Licensed Software that have been licensed to You by Arctera under an applicable License Instrument to support the Licensed Software or other Arctera products or third party products. Provided Your use of VCS is for the purpose set forth in this Section 3.5(i), You will not be required to purchase additional licenses for Your use of VCS.
- 2.4.2** VCS software included with InfoScale Storage may be used solely for protecting and ensuring the availability of the filesystem components. Adding additional applications or agents into the configuration is not supported and not authorized when using InfoScale Storage.

**2.5 Agent Pack.** The Licensed Software may include an Arctera Agent Pack (“AgentPack”), which may be separately downloaded on the Arctera Operations Readiness Tool or other tool designated by Arctera. Arctera grants to you a non-exclusive, non-transferable license to use a reasonable number of copies of the AgentPack solely in support of your use of the Licensed Software pursuant to this License Agreement.



**2.6 Subscription.** The Licensed Software may be licensed to You for a non-perpetual term, e.g. a subscription or term license. If the Licensed Software is licensed by You on such non-perpetual basis (as indicated on the applicable License Certificate), then Your license to use the Licensed Software shall terminate at the end of the applicable license term or period.

**3. Licensed Software.** The Licensed Software may be licensed to You, under one of the following:

Licensed Software	Meter	Licensing Model	
		Subscription	Perpetual
InfoScale Availability	Core Plus, Server	✓	✓
InfoScale Availability for SAP HANA DB	Cloud Instance	✓	N/A
InfoScale Enterprise	Core Plus, Server	✓	✓
InfoScale Foundation	Core Plus, Server	✓	✓
InfoScale Storage	Core Plus, Server	✓	✓

Licensed Software licensed on a Subscription basis only (according to the Use Level specified in Your License Instrument) includes the following applicable components, as indicated by the checkmark "✓" in the table below. An "X" in the table means the specified line item is not included.

Feature/Product	Subscription	Perpetual
SecureFS for SQL Server on Windows	✓	X
SecureFS for PostgreSQL on Linux	✓	X
Secure Boot for Windows	✓	X
Online Encryption for Windows	✓	X
Online Encryption for Linux	✓	X

**4. USAGE IN A CLOUD SERVICE PROVIDER ENVIRONMENT.** You may use the Licensed Software in connection with the Cloud Service Provider Environment(s) detailed in the Software Compatibility Guide for InfoScale 8.0.2 provided on SORT: [https://sort.veritas.com/DocPortal/pdf/infoscale\\_scl\\_802](https://sort.veritas.com/DocPortal/pdf/infoscale_scl_802). Your use of the Licensed Software in connection with 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 Arctera's 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 Arctera's 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 Arctera, Arctera will use such information for its internal business purposes.

**4.1. TERMINATION OF SUPPORT IN CLOUD SERVICE PROVIDER ENVIRONMENT.** If Cloud Service Provider or Arctera 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.



**4.2. 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 Arctera. Your use of the Microsoft Software Products, including updates thereto, shall be governed by Microsoft’s license terms.

**4.3. 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 Arctera. 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/>.

**5. Container Orchestrator Environments.** You may use Licensed Software in connection with one or more Container Orchestrator Environment(s), and you may obtain 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 Arctera at its discretion. Your use of 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-premise or in a Cloud Service Provider, 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.

## **6. AMENDED LICENSE GRANT.**

**6.1. APPLICABLE TO INFOSCALE AVAILABILITY, INFOSCALE ENTERPRISE, AND:** 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, Arctera 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 the License Agreement, including this Document, and the applicable License Instrument; and (ii) the right to make a single uninstalled copy of the Licensed Software for archival purposes.”

**6.2. APPLICABLE TO INFOSCALE FOUNDATION, INFOSCALE STORAGE AND:** 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, Arctera grants to You the following non-exclusive, non-transferable (except as stated otherwise in Section 18.1) 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 Arctera 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.

## 7.0 ADDITIONAL PROVISIONS.

### 7.1 TECHNICAL PREVIEW SOFTWARE

**7.1.1 Technical Preview Software License.** If the Licensed Software contains Disaster Recovery for Container's (collectively "Technical Preview Software"), Arctera grants to you a nonexclusive, temporary, royalty-free, non-assignable license to use the Technical Preview Software solely for internal, non-production evaluation. Such license for the Technical Preview Software shall be in addition to any licenses for the other portions of the Licensed Software acquired under this License Agreement.

**7.1.2 Feedback.** Any test results, benchmark testing output, comments or suggestions provided by You to Arctera regarding the Technical Preview Software (the "Feedback") shall be deemed non-confidential to You. By providing such Feedback, You grant to Arctera, under Your intellectual property rights, a worldwide, perpetual, royalty-free, irrevocable and non-exclusive license, with the right to sublicense to Arctera's licensees and customers, to use and disclose the Feedback in any manner Arctera chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Arctera's and its sublicensee's products embodying such Feedback in any manner and via any media Arctera or its sublicensees choose, without reference or obligation to You. You represent and warrant that You will not give Arctera any Feedback (i) that You have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) subject to license terms that seek to require any Arctera product incorporating or derived from any Feedback, or other Arctera intellectual property, to be licensed to or otherwise shared with any third party. Arctera shall not use or reference Your name in its public use of such Feedback.

**7.1.3 Technical Preview Software Disclaimer.** Arctera is under no obligation to develop, modify, improve, maintain or market the Technical Preview Software or to release production or general availability versions. Future versions of the Technical Preview Software, if any, may not be compatible with the current evaluation version of the Technical Preview Software. Arctera does not warrant that the Technical Preview Software shall meet your requirements or that the use of the Technical Preview Software shall be uninterrupted or error-free.

## 8.0 ARCTERA FILE SYSTEM SDK LICENSE. THE FOLLOWING TERMS AND CONDITIONS APPLICABLE TO ALL LICENSED SOFTWARE EXCEPT INFOSCALE AVAILABILITY.

**8.1 SDK License.** If the Licensed Software You have licensed includes the Arctera File System Software Development Kit SDK and Arctera File System API (collectively referred to as "SDK"), Arctera grants to You a non-exclusive, non-transferable license to use a reasonable number of copies of the SDK and any software You produce with the SDK ("SDK Code") solely in support of Your use of Licensed Software. This SDK License shall be in addition to any licenses for the Licensed Software acquired by You under this License Agreement.



**8.2 Redistributable Code License Grant.** In addition to the rights granted in Section 5.1 Arctera grants to You a limited, non-exclusive, worldwide royalty-free license to reproduce and distribute the Arctera File System API Library (the “API Library”) that is included with the SDK, provided that the API Library is compiled in binary or object code form and reproduced and distributed only in conjunction with and as a part of an Application developed by You that adds significant and primary functionality to the SDK. If You redistribute the API Library, You agree:

- 8.2.1 If the Application is distributed outside of Your organization or is in any way provided to any third party, to distribute the Application containing the API Library pursuant to an end-user license agreement (which may be “break the seal,” “click wrap,” or signed), with terms no less protective than those contained in this License Agreement;
- 8.2.2 Not to use Arctera’s name, logo, or trademarks to market the Application;
- 8.2.3 To display Your own valid copyright notice on the Application which shall be sufficient to protect Arctera’s copyright in the API Library;
- 8.2.4 Not to remove or obscure any copyright, trademark, or patent notices that appear on the API Library as delivered to You;
- 8.2.5 To indemnify, hold harmless, and defend Arctera from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use or distribution of the Application; and
- 8.2.6 That Arctera reserves all rights not expressly granted.

**8.3 Open Source Code.** Your license rights to the SDK are conditioned upon You not (a) creating derivative works of the SDK in any manner that would cause the SDK in whole or in part to become Open Source Code; or (b) distributing the SDK (or derivative works thereof) in any manner that would cause the SDK to become Open Source Code. “Open Source Code” means a software program that is licensed under terms that require disclosure to parties other than the licensor of the source materials of the software program or modifications thereof, or any source materials of any other software program with which the Open Source Code software program is intended to operate, or that create obligations to distribute any portions of any software program with which the Open Source Code software program is used. Open Source Code includes, without limitation, any software licensed under the GNU General Public License.

**8.4 NO WARRANTY.**

- 8.4.1 **Warranty Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE SDK IS PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. THE SDK IS PROVIDED GRATUITOUSLY AND, ACCORDINGLY, ARCTERA SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE SDK. ARCTERA WILL NOT PROVIDE DEVELOPER, ENGINEERING OR ANY TECHNICAL SUPPORT FOR THE SDK AND WILL NOT ISSUE UPDATES, UPGRADES, OR ENHANCEMENTS TO THE SDK.
- 8.4.2 **Disclaimer of Damages.** 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 ARCTERA BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SDK EVEN IF ARCTERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.4.3 **Development Disclaimer.** THE SDK ALLOWS YOU TO PREPARE SDK CODE WHICH OPERATES IN CONJUNCTION WITH LICENSED SOFTWARE. ARCTERA SHALL NOT BE RESPONSIBLE FOR YOUR APPLICATIONS OR ANY DEVELOPMENT AND PROGRAMMING ACTIVITIES UNDERTAKEN BY YOU. UNLESS YOU USE THE



APPROPRIATE DEGREE OF SKILL AND CARE IN YOUR DEVELOPMENT AND PROGRAMMING ACTIVITIES, YOUR SDK CODE MAY CAUSE ERRORS OR PROBLEMS IN THE USE OR OPERATION OF LICENSED SOFTWARE. YOU MAY USE THE SDK TO DEVELOP AND USE APPLICATIONS AT YOUR SOLE RISK AND ARCTERA SHALL HAVE NO LIABILITY FOR ANY FAILURE OF THE LICENSED SOFTWARE AND/OR OTHER ARCTERA SOFTWARE BASED ON YOUR FAILURE TO PROPERLY DEVELOP, PROGRAM, INSTALL, CONFIGURE AND MONITOR YOUR SDK CODE SOLUTION.

**8.4.4 No Maintenance Support.** Arctera does not and has no obligation under the License Agreement and this Document to provide maintenance/support for the SDK or SDK Code.

**9.0 DATA PROTECTION.** In connection with Your use of the Licensed Software, Arctera and Arctera' licensors, subcontractors, or agents on Arctera' 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"). Arctera 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 Arctera' products and services.

Please refer to Arctera' Product Privacy Notices at [www.arctera.io/privacy](http://www.arctera.io/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 Arctera, its Affiliates agents and subcontractors. Arctera shall take appropriate technical and organizational measures against unauthorized or unlawful processing of that personal data and against accidental loss or destruction of, or damage. Arctera may disclose the Collected Data as required or permitted by law or in response to a subpoena or other legal process.

Any processing of personal data provided to Arctera within the EEA, the United Kingdom or Switzerland is subject to the General Data Protection Regulation (EU) 2016/679 framework or other applicable privacy laws in these jurisdictions, Customer acknowledges Arctera will process such personal data in accordance with the Data Processing Terms and Conditions at [www.arctera.io/privacy](http://www.arctera.io/privacy) (as amended from time to time).