

Important - Read Carefully

Veeam Software ('Veeam')

End User Software License Agreement ('EULA')

This EULA is a legally binding agreement between licensee end user (“End User”) and Veeam setting forth the terms and conditions governing the use and operation of Veeam’s proprietary computer software products (the “Software”) and the written technical specifications for the use and operation of the Software (the “Documentation”). Where the sense and context permit, references in this EULA to the Software include the Documentation. By downloading and installing, copying or otherwise using the Software, and/or otherwise accepting this EULA, End User agrees to be bound by the terms and conditions of this EULA. If End User does not agree to or accept the terms of this EULA, End User may not access or use the Software.

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1.1 **“Fee(s)”** means any License, Maintenance, professional services, consulting or other Fees agreed to by the parties as set forth in a Transaction Document.

1.2 **“Maintenance” and “Maintenance Policies”** have the respective meanings set forth in Section 7.0.

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2.0 Grant of License

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The data processing restriction set forth in the preceding paragraph will not apply to End User if End User a) has been accepted by Veeam, under “Veeam Cloud Provider Program”

at <http://www.veeam.com/service-providers.html> and b) has accessed and is utilizing the Software with a stock-keeping unit number that designates End User as a “Cloud Provider” or similar description, thus authorizing End User to utilize the Software to perform systems management services for its customers.

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Nothing contained in this EULA is intended to prohibit or restrict the parties from mutually agreeing to enter into separate terms and conditions that i) modify or supplement the terms and conditions (including business and/or financial terms) of this EULA or the License granted to End User pursuant to this EULA; or ii) create or modify the terms a particular Transaction.

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Maintenance and support (“Maintenance”) for the Software will be available in accordance with Veeam’s applicable Maintenance Policies then in effect and shall commence on delivery of the Software. Provided End User is current on Maintenance, End User will receive (a) online support and (b) any Software updates, enhancements and/or improvements that are included or otherwise separately defined under the Maintenance Policies and are not licensed by Veeam at its discretion to its customers for a separate charge. Veeam’s current Maintenance Policies can be found at <http://www.veeam.com/support.html>.

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13.0 General

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