

State of Oregon

Restatement of Rider to CommVault Systems, Inc. End User License and Limited Warranty Agreement

This Restatement of the rider ("Rider") executed on April 20, 2011 between Commvault Systems, Inc. ("Commvault") and the State of Oregon ("Agency" or "You") to the Commvault Systems, Inc. End User License and Limited Warranty Agreement ("EULA"), shall be effective as of the date of last signature. ("Restatement Effective Date").

WHEREAS, Agency (authorized purchaser) and Commvault wish to enter into future Agreements, whereby Agency (authorized purchaser) will purchase Commvault software or continue to purchase Commvault software.

WHEREAS, Agency and Commvault wish to add additional provisions to govern the purchase and license of the Commvault software and Commvault services.

NOW, THEREFORE, incorporating the foregoing background, the parties hereto, each intending to be legally bound hereby, and each in consideration of the promises of the other hereinafter contained, agree as follows:

The parties agree that the State of Oregon may act on behalf and these terms of the Rider, EULA and this Restatement apply to all of its Agencies, entities of the State of Oregon as defined in Oregon Revised Statute 174.111, all political subdivisions, and ORCPP members.

In addition, the parties agree that the Rider shall be in full force and effect against the current version of the EULA, which is attached hereafter, for all software products purchased.


This Restatement embodies the entire understanding between the parties with respect to the Rider and EULA, and there are no contracts, understandings, conditions or representations, oral or written, with reference to the subject matter hereof which are merged herein. Except as expressly modified by this Restatement, all terms and conditions of the Rider shall remain in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have caused this Restatement to be executed by their duly authorized representatives as of the Restatement Effective Date.

COMMVault:
Commvault Systems, Inc.

By: 
As: Director, Sales Operations

AGENCY:
The State of Oregon, acting through
the Department of Administrative Services

By: 
As: Procurement Services Mgr

Approved:

Oregon Department of Justice

By: Karen Johnson via e-mail
Assistant Attorney General

Date: 2/21/2018

Commvault Systems, Inc.

End User License and Limited Warranty Agreement

Commvault® Software Release 11.0.0

(including Microsoft® SQL Server™ 2008 Enterprise Edition, Microsoft® SQL Server™ 2008 R2 Enterprise Edition, Microsoft® SQL Server™ 2012 Enterprise Edition, SQL Server™ 2008 Express Edition, SQL Server™ 2008 R2 Express Edition, SQL Server™ 2012 Express Edition, SQLServer™ 2014 Standard Edition and Windows Pre-Installation Environment)

End User License Agreement

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