

The terms of multiple EULAs must be agreed to in order to install the selected products. Please read carefully.

The subsequent EULA (License Agreement 1) applies to the following product(s):

Enhanced Console Views 7.5 HF1

Altiris Virtual Machine Management 7.5 HF3

Symantec pcAnywhere Solution 12.6.7 HF1

Altiris Software Management Solution 7.5 HF4

Altiris Deployment Solution 7.5 HF4

Altiris CMDB Solution 7.5 HF3

Altiris Patch Management Solution 7.5 HF3

Altiris Monitor Pack for Servers 7.5 HF3

The subsequent EULA (License Agreement 2) applies to the following product(s):

Symantec Management Platform 7.5 HF4

----- Begin EULA (License Agreement 1) -----

SYMANTEC SOFTWARE LICENSE AGREEMENT

SYMANTEC CORPORATION AND/OR ITS AFFILIATES (“SYMANTEC”) IS WILLING TO LICENSE THE LICENSED SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE LICENSED SOFTWARE (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT (“LICENSE AGREEMENT”). READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY OPENING THE LICENSED SOFTWARE PACKAGE, BREAKING THE LICENSED SOFTWARE SEAL, CLICKING THE “I AGREE” OR “YES” BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE LICENSED SOFTWARE OR OTHERWISE USING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “I DO NOT AGREE” OR “NO” BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE LICENSED SOFTWARE. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE “DEFINITIONS” SECTION OF THIS LICENSE AGREEMENT AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

1. DEFINITIONS.

“Content Updates” means content used by certain Symantec products which is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam rules for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated intrusion detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products.

“Documentation” means the user documentation Symantec provides with the Licensed Software.

“License Instrument” means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Symantec license certificate or a similar license document issued by Symantec, or a written agreement between You and Symantec, that accompanies, precedes or follows this License Agreement.

“Licensed Software” means the Symantec software product, in object code form, accompanying this License Agreement, including any Documentation included in, or provided for use with, such software or that accompanies this License Agreement.

“Support Certificate” means the certificate sent by Symantec confirming Your purchase of the applicable Symantec maintenance/support for the Licensed Software.

“Upgrade” means any version of the Licensed Software that has been released to the public and which replaces the prior version of the Licensed Software on Symantec’s price list pursuant to Symantec’s then-current upgrade policies.

“Use Level” means the license use meter or model (which may include operating system, hardware system, application or machine tier limitations, if applicable) by which Symantec measures, prices and licenses the right to use the Licensed Software, in effect at the time an order is placed for such Licensed Software, as indicated in this License Agreement and the applicable License Instrument.

2. LICENSE GRANT. Subject to Your compliance with the terms and conditions of this License Agreement, Symantec grants to You the following rights: (i) a non-exclusive, non-transferable (except as stated otherwise in Section 16.1) license to use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in this License Agreement and the applicable License Instrument; and (ii) the right to make a single uninstalled copy of the Licensed Software for archival purposes which You may use and install for disaster-recovery purposes (i.e. where the primary installation of the Licensed Software becomes unavailable for use).

2.1 TERM. The term of the Licensed Software license granted under this License Agreement shall be perpetual (subject to Section 14) unless stated otherwise in Section 17 or unless You have obtained the Licensed Software on a non-perpetual basis, such as, under a subscription or term-based license for the period of time indicated on the applicable License Instrument. If You have obtained the Licensed Software on a non-perpetual basis, Your rights to use such Licensed Software shall end on the applicable end date as indicated on the applicable License Instrument and You shall cease use of the Licensed Software as of such applicable end date.

3. LICENSE RESTRICTIONS. You may not, without Symantec's prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software except as expressly provided in this License Agreement; (ii) creation of any derivative works based on the Licensed Software; (iii) reverse engineering, disassembly, or decompiling of the Licensed Software (except that You may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (iv) use of the Licensed Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby You operate or use the Licensed Software for the benefit of a third party; (v) use of the Licensed Software by any party other than You; (vi) use of a later version of the Licensed Software other than the version that accompanies this License Agreement unless You have separately acquired the right to use such later version through a License Instrument or Support Certificate; nor (vii) use of the Licensed Software above the quantity and Use Level that have been licensed to You under this License Agreement or the applicable License Instrument.

4. OWNERSHIP/TITLE. The Licensed Software is the proprietary property of Symantec or its licensors and is protected by copyright law. Symantec and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this License Agreement. All rights not expressly granted to You are retained by Symantec and/or its licensors.

5. CONTENT UPDATES. If You purchase a Symantec maintenance/support offering consisting of or including Content Updates, as indicated on Your Support Certificate, You are granted the right to use, as part of the Licensed Software, such Content Updates as and when they are made generally

available to Symantec's end user customers who have purchased such maintenance/support offering and for such period of time as indicated on the face of the applicable Support Certificate. This License Agreement does not otherwise permit You to obtain and use Content Updates.

6. UPGRADES/CROSS-GRADES. Symantec reserves the right to require that any upgrades (if any) of the Licensed Software may only be obtained in a quantity equal to the number indicated on the applicable License Instrument. An upgrade to an existing license shall not be deemed to increase the number of licenses which You are authorized to use. Additionally, if You upgrade a Licensed Software license, or purchase a Licensed Software license listed on the applicable License Instrument to cross-grade an existing license (i.e. to increase its functionality, and/or transfer it to a new operating system, hardware tier or licensing meter), then Symantec issues the applicable Licensed Instrument based on the understanding that You agree to cease using the original license. Any such license upgrade or cross-grade is provided under Symantec's policies in effect at the time of order. This License Agreement does not separately license You for additional licenses beyond those which You have purchased, and which have been authorized by Symantec as indicated on the applicable License Instrument.

7. LIMITED WARRANTY.

7.1. MEDIA WARRANTY. If Symantec provides the Licensed Software to You on tangible media, Symantec warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Symantec will replace any defective media returned to Symantec within the warranty period at no charge to You. The above warranty is inapplicable in the event the Licensed Software media becomes defective due to unauthorized use of the Licensed Software. THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.

7.2. PERFORMANCE WARRANTY. Symantec warrants that the Licensed Software, as delivered by Symantec and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by You to Symantec within the ninety (90) day warranty period, Symantec will do one of the following, selected at Symantec's reasonable discretion: either (i) repair the Licensed Software, (ii) replace the Licensed Software with software of substantially the same functionality, or (iii) terminate this License Agreement and refund the relevant license fees paid for such non-compliant Licensed Software. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.

8. WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE warranties set forth in sections 7.1 and 7.2 are YOUR exclusive warranties AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SYMANTEC MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, AND UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

9. LIMITATION OF LIABILITY. 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 SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE FEES YOU PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT SYMANTEC'S LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES.

10. MAINTENANCE/SUPPORT. Symantec has no obligation under this License Agreement to provide maintenance/support for the Licensed Software. Any maintenance/support purchased for the Licensed Software is subject to Symantec's then-current maintenance/support policies.

11. SOFTWARE EVALUATION. If the Licensed Software is provided to You for evaluation purposes and You have an evaluation agreement with Symantec for the Licensed Software, Your rights to evaluate the Licensed Software will be pursuant to the terms of such evaluation agreement. If You do not have an evaluation agreement with Symantec for the Licensed Software and if You are provided the Licensed Software for evaluation purposes, the following terms and conditions shall apply. Symantec grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Licensed Software solely for internal non-production evaluation. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Licensed Software or (ii) sixty (60) days from the date of Your initial installation of the Licensed Software, if no such evaluation period is pre-determined in the Licensed Software

("Evaluation Period"). The Licensed Software may not be transferred and is provided "AS IS" without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Licensed Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Licensed Software Evaluation Period, You will cease use of the Licensed Software and destroy all copies of the Licensed Software. All other terms and conditions of this License Agreement shall otherwise apply to Your evaluation of the Licensed Software as permitted herein.

12. U.S. GOVERNMENT RESTRICTED RIGHTS. The Licensed Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Licensed Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Licensed Software or Commercial Computer Licensed Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement.

13. EXPORT REGULATION. You acknowledge that the Licensed Software and related technical data and services (collectively "Controlled Technology") are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not to export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Symantec products, including the Controlled Technology are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

14. TERMINATION. This License Agreement shall terminate upon Your breach of any term contained herein. Upon termination, You shall immediately stop using and destroy all copies of the Licensed Software.

15. SURVIVAL. The following provisions of this License Agreement survive termination of this License Agreement: Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Restricted Rights, Export Regulation, Survival, and General.

16. GENERAL.

16.1. ASSIGNMENT. You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior express written consent.

16.2. COMPLIANCE WITH APPLICABLE LAW. You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software.

16.3. AUDIT. An auditor, selected by Symantec and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Licensed Software complies with this License Agreement and the applicable License Instrument. Symantec shall bear the costs of any such audit, except where the audit demonstrates that the Manufacturer's Suggested Reseller Price (MSRP) value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse Symantec for the auditor's reasonable actual fees for such audit.

16.4. GOVERNING LAW; SEVERABILITY; WAIVER. If You are located in North America or Latin America, this License Agreement will be governed by the laws of the State of California, United States of America. If you are located in China, this License Agreement will be governed by the laws of the Peoples Republic of China. Otherwise, this License Agreement will be governed by the laws of England. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

16.5. THIRD PARTY PROGRAMS. This Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs.

16.6. CUSTOMER SERVICE. Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Enterprise Customer

Care, 555 International Way, Springfield, Oregon 97477, U.S.A., (ii) Symantec Enterprise Customer Care Center, PO BOX 5689, Dublin 15, Ireland, or (iii) Symantec Enterprise Customer Care, 1 Julius Ave, North Ryde, NSW 2113, Australia.

16.7. ENTIRE AGREEMENT. This License Agreement and any related License Instrument are the complete and exclusive agreement between You and Symantec relating to the Licensed Software and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This License Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. This License Agreement may only be modified by a License Instrument that accompanies or follows this License Agreement.

17. ADDITIONAL TERMS AND CONDITIONS. Your use of the Licensed Software is subject to the terms and conditions below in addition to those stated above.

17.1 ADDITIONAL DEFINITIONS.

“Client” means a desktop or laptop computer or other common client device such as thin client and point-of-service computer that requests, through a network or the Internet, for access to data, software, or service (e.g., requesting for file transfers, remote logins, printing, or other available services).

“Concurrent User” means Users that are simultaneously using the Licensed Software at the same point in time. For the avoidance of doubt, if the Licensed Software is Barcode Solution then the term “Concurrent User” shall mean a Device.

“Device” means a barcode device or a specialized device for reading barcodes or a tablet or mobile device that is adapted to reading barcodes.

“Node” means a Client, Device, Server, SNMP Device or Virtual Machine that uses or benefits from the Licensed Software. Notwithstanding the foregoing, if the Licensed Software is the Asset Management Solution then the term “Node” shall mean a Concurrent User; or if the Licensed Software is the Barcode Solution then the term “Node” shall mean a Device; or if the Licensed Software is the Symantec Deployment Solution for Configuration Centers then the term “Node” shall mean an Imaged System (as defined below).

“Processor” also referred to as “CPU”, is defined as the logic circuitry that responds to and processes the instruction that runs a computer and/or that accesses or runs the software. Each processor may be comprised of multiple processing cores which may each independently act as individual processors.

“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.

“Server Limit” means no more than forty-nine percent (49%) of the licenses You obtained for the Licensed Software either as a standalone product or as part of a product suite may be used, in the aggregate, to manage Nodes that are Servers.

“SNMP Device” means a device that supports Simple Network Management Protocol, including, without limitation, routers, switches, printers, or modem racks that is identified and stored by the Licensed Software and is tracked or managed by the Licensed Software. For the avoidance of doubt, an SNMP Device does not include a Client, Device, Server, or an Imaged System.

“Virtual Machine” means a software emulation of a computing environment (i.e., a computer such as a desktop, laptop or server) or a program or an operating system (e.g., VMware, Virtual PC, Virtual Server) that is installed on a computing environment. For the avoidance of doubt, the term emulation shall also include an instance (physical or virtual) of the Licensed Software. An “instance” means a single execution of the Licensed Software by executing the Licensed Software’s setup or install procedure. An “instance” shall also include a duplication of an existing instance. References to “Licensed Software” in this License Agreement include “instances” of the Licensed Software.

“User” means an individual person and/or Device which is authorized by You to use, and/or benefits from the use of, the Licensed Software, or is the person and/or Device which actually uses any portion of the Licensed Software.

In addition, the following shall be added to the definitions set forth below:

“License Instrument” also includes a written communication issued by Symantec confirming Your license of the Licensed Software and which further defines Your license rights to the Licensed Software.

“Support Certificate” also includes a written communication issued by Symantec confirming Your purchase of the applicable maintenance/support for the Licensed Software.

17.2 ADDITIONAL USE RIGHTS AND LIMITATIONS.

17.2A Virtual Machine Use.

You must have a license for each Virtual Machine that benefits from and/or is managed by the Licensed Software.

17.2B A license for the Licensed Software is consumed once a Node has been managed or inventoried by the Licensed Software. A Node has been managed or inventoried by the Licensed Software once the Licensed Software, or a portion of the Licensed Software such as an agent, has (a) been run locally on a Node, (b) remotely gathered inventory or status from a Node, (c) configured or changed a setting of or migrated settings to or from a Node, (d) participated in the creation or deployment of a disk image, or (e) otherwise performed any management functionality, including remote management functionality that such particular Licensed Software has been designed to perform with respect to a Node. You must purchase a sufficient number of licenses for the applicable Licensed Software to cover all Nodes managed or inventoried by such Licensed Software.

17.2C Symantec IT Management Suite.

1. Except as otherwise set forth in Section 17.2C(2) below, if the License Instrument indicates that You have obtained a license for Symantec IT Management Suite (“ITMS”), You may, subject to the Server Limit, use each individual Licensed Software product included in ITMS to manage up to a number of Nodes that does not exceed the number of Node licenses You have obtained for ITMS, as indicated in the applicable License Instrument.

2. Notwithstanding the foregoing, the following terms shall apply to Your use of the Licensed Software listed below as included in ITMS:

(a) if the individual Licensed Software products are Symantec Inventory Pack for Servers and Symantec Monitor Solution for Servers, You may use each such Licensed Software product to manage up to a number of Nodes that are Clients or Servers or any combination thereof, provided that Your use of each such Licensed Software product does not exceed the number of Node licenses You have obtained for ITMS, as indicated in the applicable License Instrument.

(b) if the individual Licensed Software product is Symantec Deployment Solution for Clients or Servers, You may, subject to the Server Limit and Section 17.2J(2) below, use the Licensed Software to manage up to a number of Nodes that are Clients or Servers, provided that such use, when aggregated, does not exceed the number of Node licenses You have obtained for ITMS, as indicated in the applicable License Instrument.

(c) if the individual Licensed Software products are Symantec Asset Management Solution (“Asset Solution”) and Symantec Barcode Solution (“Barcode Solution”), then for every ITMS License Block You purchase You obtain one license of Asset Solution and one license of Barcode Solution, each of which entitles You to one Node of the respective Licensed Software. “ITMS License Block” means a block of 300 ITMS licenses. For the avoidance of doubt, an ITMS License Block is calculated on a cumulative basis in increments of 300 ITMS licenses, so whether You have 1 or 300 ITMS licenses it is still considered one ITMS License Block; the aggregate number of ITMS License Blocks shall be calculated based on the aggregate number of ITMS licenses You have obtained, as indicated in the applicable License Instrument(s).

17.2D Symantec Client Management Suite.

If the License Instrument indicates that You have obtained a license for Symantec Client Management Suite (“CMS”) and/or Symantec Client Management Suite for SMB (“CMS for SMB”), You may use each individual Licensed Software product included in CMS or CMS for SMB to manage up to a number of Clients that does not exceed the number of Client licenses You have obtained for CMS or CMS for SMB (as applicable), as indicated in the applicable License Instrument. If the Licensed Software is Symantec Deployment Solution for Clients with Remote then, in addition to the foregoing terms in this Section, Your use of such Licensed Software is also subject to Section 17.2J(2) below.

17.E Symantec Server Management Suite.

If the License Instrument indicates that You have obtained a license for Symantec Server Management Suite (“SMS”), You may use each individual Licensed Software product included in SMS to manage up to a number of Nodes that are Clients or Servers or any combination thereof, provided that Your use of each such Licensed Software product does not exceed the number of Node licenses You have obtained for SMS, as indicated in the applicable License Instrument. If the Licensed Software is Symantec Deployment Solution for Servers then, in addition to the foregoing terms in this Section, Your use of such Licensed Software is also subject to Section 17.2J(2) below. Notwithstanding anything to the foregoing, if the Licensed Software is Symantec Workspace Virtualization or any components thereof (“SWV”), except as permitted in Section 17.2M below, You may not use SWV with Your use of SMS.

17.2F Symantec Asset Management Suite.

If the Licensed Instrument indicates that You have obtained a license to Symantec Asset Management Suite (“AMS”), You may use each individual Licensed Software product included in AMS for up to a number of Concurrent Users that does not exceed the number of Concurrent User licenses You have obtained for AMS, as indicated in the applicable License Instrument.

17.2G Symantec Barcode Solution.

If the Licensed Instrument indicates that You have obtained a license for Barcode Solution, as a standalone Licensed Software product, You may use Barcode Solution with up to the number of Devices that does not exceed the number of Device licenses You have obtained for Barcode Solution, as indicated in the applicable License Instrument.

17.2H Symantec Inventory Solution, Symantec Inventory Pack for Servers, Symantec Software Management for Clients and Servers, and Symantec Patch Management for Servers.

If the License Instrument indicates that You have obtained Symantec Inventory Solution, Symantec Inventory Pack for Servers, Symantec Software Management for Clients and Servers, and/or Symantec Patch Management for Servers, each as a standalone Licensed Software product, You may use each such Licensed Software product to manage up to a number of Nodes that are Clients or Servers or a combination thereof, provided that Your use of each such Licensed Software product does not exceed the number of Node licenses You have obtained for each such Licensed Software product, as indicated in the applicable License Instrument.

17.2I Symantec Patch Management Solution for Clients.

If the License Instrument indicates that You have obtained a license for Symantec Patch Management Solution for Clients, as a standalone Licensed Software product, You may use the Licensed Software to manage up to a number of Clients that does not exceed the number of Client licenses You have obtained for the Licensed Software, as indicated in the applicable License Instrument.

17.2J Symantec Deployment Solution for Clients with Remote and Symantec Deployment Solution for Servers.

1. If the Licensed Instrument indicates that You have obtained a license for Symantec Deployment Solution for Clients with Remote (“DS for Clients”) and/or Symantec Deployment Solution for Servers (“DS for Servers”), each as a standalone Licensed Software product, You may use each such Licensed Software to manage up to a number of Nodes that are Clients or Servers, provided that such use, when aggregated, shall not exceed the number of Node licenses You have obtained for the Licensed Software, as indicated in the applicable License Instrument.

2. For the avoidance of doubt, Symantec may deliver license keys for each standalone Licensed Software that may also include license keys for the other standalone Licensed Software which, when the license keys are aggregated, may exceed the number of Node licenses You have obtained for such Licensed Software. In such circumstances, Your aggregate use of the license keys for each standalone Licensed Software shall not, at any time, exceed the number of Node licenses You have obtained for such Licensed Software, as indicated in the applicable License Instrument.

17.2K Symantec Deployment Solution for Configuration Centers for Clients One Time Use and Symantec Deployment Solution for Configuration Centers for Servers One Time Use.

1. Subject to Sections 17.2K(2) through 17.2K(6) below, if the License Instrument indicates that You have obtained Symantec Deployment Solution Configuration Center for Clients One Time Use (“DSCC Clients”) and/or Symantec Deployment Solution Configuration Center for Servers One Time Use (“DSCC Servers”), You may use each license of the Licensed Software with no more than one Node that is a Client, if the Licensed Software is DSCC Clients or one Node that is a Server, if the Licensed Software is DSCC Servers. Once You have used a license of the applicable Licensed Software with a Node that is a Client or a Server (as applicable), such license shall be deemed consumed and You may not reuse such consumed license. To use the Licensed Software with the same Node that is a Client or a Server (as applicable) You must purchase an additional license for the applicable Licensed Software. Your use of the Licensed Software shall not exceed the number of licenses You

have obtained for the applicable Licensed Software, as indicated in the applicable License Instrument.

2. For the avoidance of doubt, You may use those executable components of the applicable Licensed Software specified in the Documentation, as necessary, to enable the redeployment of a disaster recovery image from the boot disk ("Ghost") to:

(a) create or deploy an image of a hard drive onto an individual computer system configured for resale by You ("System(s)");

(b) create a disaster-recovery image file of such hard drive on removable media, or on another partitioned hard drive within the System, one for each System which You configured using the applicable Licensed Software ("Imaged System"); and

(c) provide Your end user purchaser of an Imaged System with either (i) a recovery CD/DVD accompanying the Imaged System, or (ii) a hidden recovery partition in the hard disk of the Imaged System, both of which would contain a recovery image and the applicable Licensed Software recovery executable that allow Your end user to redeploy the disaster recovery image on to the hard drive of the original Imaged System, or a replacement hard drive of the original Imaged System, but which does not allow Your end user to relocate such image to a new replacement computer system or update the computer's image to something different than the original factory image. You may select the pertinent Ghost recovery executables from the options contained in the applicable Licensed Software.

For the avoidance of doubt, the use rights as set forth in this Section for one specific System shall together be considered one consumed license for the applicable Licensed Software.

3. For each manufacturing location where the applicable Licensed Software is used for the purposes set forth in this Section 17.2K, You may make a single uninstalled copy of such Licensed Software for archival purposes. All such copies shall be complete copies, and shall include all copyrights, trademarks, and other notices included with the original applicable Licensed Software. Except as provided in this Section 17.2K, You may not otherwise copy the applicable Licensed Software or Documentation without Symantec's prior written consent.

4. You are authorized to use the applicable Licensed Software only in Your country of purchase.

5. Notwithstanding anything to the contrary in Section 2 (“License Grant”) and Section 3 (“License Restrictions”) of this License Agreement, the following terms shall apply to Your use of the Licensed Software: (a) You shall not use the Licensed Software for Your internal business purposes (i.e. shall not be used for configuring equipment for Your internal corporate usage); (b) You shall not distribute any portion of the Licensed Software (except for Ghost recovery tools from the Licensed Software as provided in Section 17.2K(2)(c) above to Your end user customers or other third parties; and (c) You shall not use the Licensed Software to provide technical assistance/support services for Your end user customers (e.g., You shall not use the Licensed Software to re-image Your end user’s systems).

6. Maintenance/Support is not available for the Licensed Software.

17.2L If the License Instrument indicates that You have received a license for DS for Clients and/or DS for Servers either as a standalone Licensed Software product or as part of Your license to ITMS, CMS, or SMS or that You have received a license for DSCC Clients or DSCC Servers the following additional terms and conditions shall apply:

1. Microsoft Windows Automated Installation Kit (the “Component”). The Licensed Software contains the Component, which is licensed from Microsoft Corporation and is subject to the following terms and conditions:

(a) You may use the Component solely for the purpose of deploying Windows operating system software on Your Nodes. Certain portions of the Component are provided to You with additional license rights and restrictions, as follows: (i) The Windows Pre-Installation Environment may be used only for purposes of diagnosing and recovering Windows operating system software and may not be used for any other purpose, including without limitation as a general operating system, as a thin client or as a remote desktop client and (ii) the ImageX.exe, Wimapi.dll and Wimfilter and Package Manager portions of the Component may be used only for recovering Windows operating system software and may not be used for any other purpose, including without limitation for purposes of backing up Your Windows operating system.

(b) Notwithstanding any other term of this Agreement, the Component is provided “AS IS” and without warranty of any kind. Microsoft Corporation has no liability to You for the Component. Any support for the Component will be provided by Symantec in accordance with Symantec’s then-current support guidelines.

2 Linux Kernel. The Linux Kernel component is not governed by this License Agreement. If You choose to install and use the Linux Kernel, Your use of that component will be subject to and governed by the terms of a separate license agreement, the GNU General Public License, version 2.0, (“GPL”) located at <http://www.gnu.org/licenses/gpl-2.0.html>. Source Code for the Linux Kernel included with this product is available from Symantec at <http://www.symantec.com/support/index.jsp> in the Technical Notes related to this product. If You do not agree to such terms for use of the Linux Kernel, do not install or use such component.

17.2M If Your License Instrument indicates You have received a license to ITMS, CMS, CMS for SMB, or Symantec Software Management Solution (as a standalone Licensed Software), then the following terms and conditions shall apply. The Symantec Software Management Solution (“Management Solution”) includes the Symantec Workspace Virtualization Agent (the “SWV Agent”), which includes the option to install the Symantec Workspace Virtualization Software Development Kit (“SWV SDK”), Symantec Virtual Composer (“SVC”) and/or the Software Workspace Virtualization Admin Tool (the “SWV Admin Tool”). The following additional terms and conditions apply to Your use of the SWV Agent, SWV SDK and SWV Admin Tool:

1. SVC, SWV Agent and SWV Admin Tool. You may use the SVC, SWV Agent and SWV Admin Tool (i) to support Your use of Management Solution; (ii) with the Nodes being managed by Management Solution; and (iii) with no more than the number of Nodes specified in Your applicable License Instrument for ITMS, CMS, CMS for SMB, or Management Solution. Unless expressly specified in this Section, You may not use the SVC, SWV Agent and SWV Admin Tool for any other purpose.

2. SWV SDK.

(a) Development License. If You download the SWV SDK included with the Management Solution, You may install such SWV SDK on a reasonable number of Processors or Servers solely for the purposes of designing, developing, testing, using and demonstrating the integration of the Monitor Solution with Your existing systems, other Symantec products, or third party products; provided, however, that Your use of Monitor Solution shall comply with the terms of this License Agreement. Such SWV SDK license shall be in addition to any licenses for the other portions of the Licensed Software acquired by You under this License Agreement. You shall have no right to modify or alter the SWV SDK.

(b) No Redistributable Code. The SWV SDK shall only be used by You for Your internal use and may be not be distributed, alone or integrated with any other code or product, by You in any manner whatsoever to any third party.

(c) Open Source Code. Your license rights to the SWV SDK are conditioned upon Your not creating derivative works of the SWV SDK in any manner that would cause the SWV SDK in whole or in part 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 such software program is intended to operate, or that create obligations to distribute any portions of any software program with which such software program is used. Open Source Code includes, without limitation, any software licensed under the GNU General Public License.

(d) Development Disclaimer. Notwithstanding any other provision of this License Agreement, the following terms shall be applicable to the SWV SDK: THE SWV SDK ALLOWS YOU TO INTEGRATE THE LICENSED SOFTWARE WITH YOUR EXISTING SYSTEMS, OTHER SYMANTEC PRODUCTS, OR THIRD PARTY PRODUCTS, SUBJECT TO THE LIMITATIONS SET FORTH IN 17.2M(2)a. SYMANTEC SHALL NOT BE RESPONSIBLE FOR ANY SUCH INTEGRATION 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 INTEGRATION OF THE LICENSED SOFTWARE WITH YOUR EXISTING SYSTEMS, OTHER SYMANTEC PRODUCTS, OR THIRD PARTY PRODUCTS MAY CAUSE ERRORS OR PROBLEMS IN THE USE OR OPERATION OF THE LICENSED SOFTWARE. YOU MAY USE THE SWV SDK TO INTEGRATE THE LICENSED SOFTWARE WITH YOUR EXISTING SYSTEMS, OTHER SYMANTEC PRODUCTS, OR THIRD PARTY PRODUCTS AT YOUR SOLE RISK AND SYMANTEC SHALL HAVE NO LIABILITY FOR ANY FAILURE OF THE SWV SDK AND/OR THE LICENSED SOFTWARE BASED ON YOUR FAILURE TO PROPERLY DEVELOP, PROGRAM, INSTALL, CONFIGURE AND MONITOR YOUR INTEGRATION OF THE LICENSED SOFTWARE WITH YOUR EXISTING SYSTEMS, OTHER SYMANTEC PRODUCTS, OR THIRD PARTY PRODUCTS.

17.2N 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.

17.3 PRIVACY: DATA COLLECTION.

17.3A Automatically Collected and Transmitted Data. The Licensed Software collects from Your environment and automatically transmits to Symantec data, which may include, without limitation, system and environment data, number of devices, license status, OS type, system performance and configuration, number of policies and action types ("Transmitted Information"), provided, however, that You may optionally configure the Licensed Software so that such data is not collected and transmitted. If submitted, the Transmitted Information will be used for the purposes of: internal research and development, including improving Symantec's products and services, and statistical analysis of product deployment, including analysis of trends and comparison in the aggregated install base. Submission of the Transmitted Information is not required and You will be able to use the Licensed Software even if You do not submit the Transmitted Information to Symantec.

17.3B **Stored Data.** The Licensed Software collects from Your environment and stores in Your environment data, which may include, without limitation, system data, usernames, IP addresses in log files, server log files, MAC address, metering application usage by username and active directory module (“Stored Information”). The Stored Information is used to enable the functionality of the Licensed Software and will not be transmitted to Symantec, unless You manually submit it. If submitted to Symantec, the Stored Information will be used for the purpose of: enabling and optimizing the performance of the Licensed Software, internal research and development, including improving Symantec’s products and services; and statistical analysis of product deployment, including analysis of trends and comparison in the aggregated install base. Submission of the Stored Information is not required and You will be able to use the Licensed Software even if You do not submit the Stored Information to Symantec.

17.3C **Technical Support.** In the event that You provide information to Symantec in connection with a technical support request (“Technical Support Information”), such information will be processed and used by Symantec for the purpose of providing the requested technical support, including performing error analysis.

17.3D **Sharing and Transfer.** In order to promote awareness, detection and prevention of internet security risks, Symantec may share the information collected through the Licensed Software and/or the Technical Support Information (the “Collected Information”) with research organizations and other security software vendors. Symantec may also use statistics derived from the Collection Information through the Licensed Software or submitted by You, to track and publish reports on security risk trends.

The Collected Information may be transferred to Symantec Corporation, its affiliates and contractors in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the European Union) and will be stored and processed manually and electronically through global systems and tools for the purposes above. The Collected Information may be accessible by Symantec employees or contractors on a need-to-know basis, exclusively to be used in accordance with the purposes described above. For the same purposes the Collected Information may be shared with partners and vendors that process information on behalf of Symantec. Symantec has taken steps so that the Collected Information, if transferred, receives an adequate level of protection.

17.3E **Your Obligation to Personal Information.** It is Your responsibility to ensure that any disclosure by You to Symantec of personal information of Your users or third parties is in compliance with national laws governing the collection, use and protection of personal information applicable to Your country or region of operation. In particular, it is Your responsibility to inform users and third

parties that You are providing their information to Symantec, to inform them of how it will be used and to gather appropriate consents required for such transfer and use.

17.3F Disclosures to Law Enforcement. Subject to applicable laws, Symantec reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to Your use of the Licensed Software. This means that Symantec may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.

17.3G Contacting Symantec about Your Privacy. For any inquiry about in the Collected Information or about Symantec's privacy policies, please contact Symantec at privacy@symantec.com.

17.4 Section 16.6 above shall be replaced with the following new Section 16.6 below.

"16.6. CUSTOMER SERVICE. Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Enterprise Customer Care, 555 International Way, Springfield, Oregon 97477, U.S.A., (ii) Symantec Enterprise Customer Care Center, PO BOX 5689, Dublin 15, Ireland, or (iii) 10 Eunos Road 8, #09-02, Singapore Post Centre, Singapore, 408600."

GLB ENT EULA TEMPLATE v.1.0_ ITMS_CMS_CMS SMB_SMS_AMS_Barcode Solution_Inventory
Solution_Inventory Pack for Servers_Patch Management Solution_Deployment Solution_Deployment
Solution for Configuration Centers_Software Management Solution_26August2013

If You choose to install and use the Linux Kernel, Your agree that Your use of that component will be subject to and governed by the GPL terms below.

GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.

51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Lesser General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED

INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

----- End EULA (License Agreement 1) -----

----- Begin EULA (License Agreement 2) -----

SYMANTEC SOFTWARE LICENSE AGREEMENT

SYMANTEC CORPORATION AND/OR ITS AFFILIATES (“SYMANTEC”) IS WILLING TO LICENSE THE LICENSED SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE LICENSED SOFTWARE (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT (“LICENSE AGREEMENT”). READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY OPENING THE LICENSED SOFTWARE PACKAGE, BREAKING THE LICENSED SOFTWARE SEAL, CLICKING THE “I AGREE” OR “YES” BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE LICENSED SOFTWARE OR OTHERWISE USING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “I DO NOT AGREE” OR “NO” BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE LICENSED SOFTWARE. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE “DEFINITIONS” SECTION OF THIS LICENSE AGREEMENT AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

1. DEFINITIONS.

“Content Updates” means content used by certain Symantec products which is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam rules for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated intrusion detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products.

“Documentation” means the user documentation Symantec provides with the Licensed Software.

“License Instrument” means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Symantec license certificate or a similar license document issued by Symantec, or a written agreement between You and Symantec, that accompanies, precedes or follows this License Agreement.

“Licensed Software” means the Symantec software product, in object code form, accompanying this License Agreement, including any Documentation included in, or provided for use with, such software or that accompanies this License Agreement.

“Support Certificate” means the certificate sent by Symantec confirming Your purchase of the applicable Symantec maintenance/support for the Licensed Software.

“Upgrade” means any version of the Licensed Software that has been released to the public and which replaces the prior version of the Licensed Software on Symantec’s price list pursuant to Symantec’s then-current upgrade policies.

“Use Level” means the license use meter or model (which may include operating system, hardware system, application or machine tier limitations, if applicable) by which Symantec measures, prices and licenses the right to use the Licensed Software, in effect at the time an order is placed for such Licensed Software, as indicated in this License Agreement and the applicable License Instrument.

2. LICENSE GRANT. Subject to Your compliance with the terms and conditions of this License Agreement, Symantec grants to You the following rights: (i) a non-exclusive, non-transferable (except

as stated otherwise in Section 16.1) license to use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in this License Agreement and the applicable License Instrument; (ii) the right to use the Licensed Software with third party virtual machine technology to run multiple operating system environments on a single physical hardware system, unless stated otherwise in Section 17 or the applicable License Instrument; and (iii) the right to make a single uninstalled copy of the Licensed Software for archival purposes which You may use and install for disaster-recovery purposes (i.e. where the primary installation of the Licensed Software becomes unavailable for use). The term of the Licensed Software license granted under this License Agreement shall be perpetual (subject to Section 14) unless stated otherwise in Section 17 or unless You have obtained the Licensed Software on a non-perpetual basis such as under a subscription or term-based license for the period of time indicated on the applicable License Instrument. If You have obtained the Licensed Software on a non-perpetual basis, Your rights to use such Licensed Software shall end on the applicable end date as indicated on the applicable License Instrument and You shall cease use of the Licensed Software as of such applicable end date.

3. LICENSE RESTRICTIONS. You may not, without Symantec's prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software except as expressly provided in this License Agreement ; (ii) creation of any derivative works based on the Licensed Software; (iii) reverse engineering, disassembly, or decompiling of the Licensed Software (except that You may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (iv) use of the Licensed Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby You operate or use the Licensed Software for the benefit of a third party; (v) use of the Licensed Software by any party other than You; (vi) use of a later version of the Licensed Software other than the version that accompanies this License Agreement unless You have separately acquired the right to use such later version through a License Instrument or Support Certificate; nor (vii) use of the Licensed Software above the quantity and Use Level that have been licensed to You under this License Agreement or the applicable License Instrument.

4. OWNERSHIP/TITLE. The Licensed Software is the proprietary property of Symantec or its licensors and is protected by copyright law. Symantec and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this License Agreement. All rights not expressly granted to You are retained by Symantec and/or its licensors.

5. CONTENT UPDATES. If You purchase a Symantec maintenance/support offering consisting of or including Content Updates, as indicated on Your Support Certificate, You are granted the right to use, as part of the Licensed Software, such Content Updates as and when they are made generally available to Symantec's end user customers who have purchased such maintenance/support offering

and for such period of time as indicated on the face of the applicable Support Certificate. This License Agreement does not otherwise permit You to obtain and use Content Updates.

6. UPGRADES/CROSS-GRADES. Symantec reserves the right to require that any upgrades (if any) of the Licensed Software may only be obtained in a quantity equal to the number indicated on the applicable License Instrument. An upgrade to an existing license shall not be deemed to increase the number of licenses which You are authorized to use. Additionally, if You upgrade a Licensed Software license, or purchase a Licensed Software license listed on the applicable License Instrument to cross-grade an existing license (i.e. to increase its functionality, and/or transfer it to a new operating system, hardware tier or licensing meter), then Symantec issues the applicable Licensed Instrument based on the understanding that You agree to cease using the original license. Any such license upgrade or cross-grade is provided under Symantec's policies in effect at the time of order. This License Agreement does not separately license You for additional licenses beyond those which You have purchased, and which have been authorized by Symantec as indicated on the applicable License Instrument.

7. LIMITED WARRANTY.

7.1. MEDIA WARRANTY. If Symantec provides the Licensed Software to You on tangible media, Symantec warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Symantec will replace any defective media returned to Symantec within the warranty period at no charge to You. The above warranty is inapplicable in the event the Licensed Software media becomes defective due to unauthorized use of the Licensed Software. THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.

7.2. PERFORMANCE WARRANTY. Symantec warrants that the Licensed Software, as delivered by Symantec and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by You to Symantec within the ninety (90) day warranty period, Symantec will do one of the following, selected at Symantec's reasonable discretion: either (i) repair the Licensed Software, (ii) replace the Licensed Software with software of substantially the same functionality, or (iii) terminate this License Agreement and refund the relevant license fees paid for such non-compliant Licensed Software. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.

8. WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE warranties set forth in sections 7.1 and 7.2 are YOUR exclusive warranties AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS . SYMANTEC MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, AND UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE . YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

9. LIMITATION OF LIABILITY. 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 SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE FEES YOU PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT SYMANTEC'S LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES.

10. MAINTENANCE/SUPPORT. Symantec has no obligation under this License Agreement to provide maintenance/support for the Licensed Software. Any maintenance/support purchased for the Licensed Software is subject to Symantec's then-current maintenance/support policies.

11. SOFTWARE EVALUATION. If the Licensed Software is provided to You for evaluation purposes and You have an evaluation agreement with Symantec for the Licensed Software, Your rights to evaluate the Licensed Software will be pursuant to the terms of such evaluation agreement. If You do not have an evaluation agreement with Symantec for the Licensed Software and if You are provided the Licensed Software for evaluation purposes, the following terms and conditions shall apply. Symantec grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Licensed Software solely for internal non-production evaluation. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Licensed Software or (ii) sixty (60) days from the date of Your initial installation of the Licensed Software, if no such evaluation period is pre-determined in the Licensed Software

("Evaluation Period") . The Licensed Software may not be transferred and is provided "AS IS" without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Licensed Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Licensed Software Evaluation Period, You will cease use of the Licensed Software and destroy all copies of the Licensed Software. All other terms and conditions of this License Agreement shall otherwise apply to Your evaluation of the Licensed Software as permitted herein.

12. U.S. GOVERNMENT RESTRICTED RIGHTS. The Licensed Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Licensed Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Licensed Software or Commercial Computer Licensed Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement.

13. EXPORT REGULATION. You acknowledge that the Licensed Software and related technical data and services (collectively "Controlled Technology") are subject to the import and export laws of the , specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not to export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Symantec products, including the Controlled Technology are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

14. TERMINATION. This License Agreement shall terminate upon Your breach of any term contained herein. Upon termination, You shall immediately stop using and destroy all copies of the Licensed Software.

15. SURVIVAL. The following provisions of this License Agreement survive termination of this License Agreement: Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Restricted Rights, Export Regulation, Survival, and General.

16. GENERAL.

16.1. ASSIGNMENT. You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior express written consent.

16.2. COMPLIANCE WITH APPLICABLE LAW. You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software.

16.3. AUDIT. An auditor, selected by Symantec and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Licensed Software complies with this License Agreement and the applicable License Instrument. Symantec shall bear the costs of any such audit, except where the audit demonstrates that the Manufacturer's Suggested Reseller Price (MSRP) value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse Symantec for the auditor's reasonable actual fees for such audit.

16.4. GOVERNING LAW; SEVERABILITY; WAIVER. If You are located in North America or Latin America, this License Agreement will be governed by the laws of the State of California, United States of America. If you are located in China, this License Agreement will be governed by the laws of the of the Peoples Republic of China. Otherwise, this License Agreement will be governed by the laws of England. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

16.5. THIRD PARTY PROGRAMS. This Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs.

16.6. CUSTOMER SERVICE. Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Enterprise Customer

Care, 555 International Way, Springfield, Oregon 97477, U.S.A., (ii) Symantec Enterprise Customer Care Center, PO BOX 5689, Dublin 15, Ireland, or (iii) Symantec Enterprise Customer Care, 1 Julius Ave, North Ryde, NSW 2113, Australia.

16.7. ENTIRE AGREEMENT. This License Agreement and any related License Instrument are the complete and exclusive agreement between You and Symantec relating to the Licensed Software and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This License Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. This License Agreement may only be modified by a License Instrument that accompanies or follows this License Agreement.

17.0 ADDITIONAL TERMS AND CONDITIONS. Your use of the Licensed Software is subject to the terms and conditions below in addition to those stated above.

17.1 Additional Restrictions. You may only use the Licensed Software in connection with another Symantec product for which you have a valid license. You may only receive maintenance/support for the Licensed Software if the other Symantec product with which you are using the Licensed Software is under a current support contract.

17.2 Privacy, Data Protection. The Licensed Software may collect the IP address for your system on which the Licensed Software is installed and submit such IP address to Symantec through the Licensed Software, for the purpose of enabling Symantec to fulfill a technical support request from You or Your network administrator or to improve the installation process for the Licensed Software. The information will be used only for the purpose(s) set forth above. The information may be transferred to the Symantec group in the United States or other countries that may have less protective data protection laws than the region in which you are situated (including the European Union), but Symantec has taken steps so that the information, if transferred, receives an adequate level of protection. Any such information obtained by the Licensed Software will be maintained in a secure manner, and will not be correlated with any other personally identifiable information. Symantec may disclose the information if asked to do so by a law enforcement official as required or permitted by law or in response to a subpoena or other legal process.

17.3 Software Development Kit.

A. Development License. If the Licensed Software You acquire includes a software development kit for use with the Licensed Software (the SDK), You are entitled under this License Agreement to install such SDK on an unlimited number of Servers or Processors solely for the

purposes of automating and customizing the functionality of the Licensed Software to enhance the usability of the Licensed Software. You may not distribute any portion of the SDK.

Such license for the SDK shall be in addition to any licenses for the other portions of the Licensed Software acquired under this License Agreement.

B. Disclaimers: Notwithstanding any other provision of this License Agreement, the following terms shall be applicable to the SDK:

1. Warranty Disclaimer. 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, LICENSOR SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE SDK. LICENSOR WILL NOT PROVIDE DEVELOPER, ENGINEERING OR ANY TECHNICAL SUPPORT FOR THE SDK AND WILL NOT ISSUE UPDATES, UPGRADES, OR ENHANCEMENTS TO THE SDK.

2. Disclaimer of Damages. SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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 LICENSOR 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 LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

----- End EULA (License Agreement 2) -----