

End-User Software License Agreement



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Should You have any questions regarding this Agreement, or wish to contact Licensor, You may write to: Symantec Corporation, Attention: Legal Department, 350 Ellis Street, Mountain View, CA 94043.

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3. SERVICES.

You may acquire under a separate agreement, education, installation, implementation, configuration, professional or consulting services ("Services") from Licensor pursuant to the then applicable Licensor Services policies and the in-country list prices in effect at the time the Services are ordered.

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You may acquire maintenance/technical support services ("Maintenance/Support") for the Licensed Software provided that You subscribe to Licensor's Maintenance/Support programs or to an authorized Licensor partner support program. Maintenance/Support shall be based on the in-country list price and then applicable Maintenance/Support policy in effect at the time such Maintenance/Support is ordered. Maintenance/Support fees are due annually in advance and are nonrefundable and non-cancelable.

5. LIMITED WARRANTIES; DISCLAIMER.

5.1. Licensed Software Performance Warranty; Media Warranty.

Licensor warrants that the Licensed Software, as delivered by Licensor and when used in accordance with the Documentation, shall substantially conform with the Documentation for a period of ninety (90) days from delivery and that the media upon which the Licensed Software is furnished to You shall be free from defects in material and workmanship under normal use for a period of ninety (90) days from delivery.

5.2. Licensed Software Warranty Remedies.

For any Licensed Software that does not operate as warranted in Section 5.1, Licensor shall, at its sole discretion, either repair the Licensed Software, replace the Licensed Software with software of substantially the same functionality, or terminate the license and

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5.3. Maintenance/Support Warranty.

Licensor warrants, for a period of thirty (30) days from the date of performance of the Maintenance/Support covered by this warranty that the Maintenance/Support shall be performed in a manner consistent with generally accepted industry standards.

5.4. Maintenance/Support Remedies.

For Maintenance/Support not performed as warranted in Section 5.3, and provided Licensor has received written notice of such non-conformance within thirty (30) days of performance of the Maintenance/Support, Licensor shall, at its discretion, either correct any nonconforming Maintenance/Support or refund the relevant fees paid for the specific nonconforming Maintenance/Support service.

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7. TERMINATION.

This Agreement is effective until terminated. This Agreement, including without limitation Your right to use and copy the Licensed Software as specified in Section 1, terminates immediately and without notice from Licensor if You fail to comply with any of its provisions. Upon termination You shall immediately discontinue use of and destroy the Licensed Software and all copies or portions thereof, including any master copy, and within ten (10) days certify in writing to Licensor that all copies have been destroyed. Your payment obligations incurred prior to termination shall survive termination of this Agreement.

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9. U.S. GOVERNMENT RIGHTS.

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10. COMPLIANCE WITH LAW.

Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement. Without limiting the foregoing, You acknowledge that the Licensed Software, including documentation and other technical data, is subject to export controls imposed by the U.S. Export Administration Act of 1979, as amended (the "Act"), and the regulations promulgated thereunder and other applicable foreign export control laws. You shall not export or re-export (directly or indirectly) the Licensed Software, Documentation or related technical data except in compliance with the Act and its implementing regulations or other applicable foreign export control laws.

11. GENERAL.

You agree to pay all fees under this Agreement net thirty (30) days from date of invoice. You agree to pay any tax assessed on the Licensed Software, other than

taxes based on Licensor's net income or corporate franchise tax. This Agreement shall be governed by and construed in accordance with the laws of the State of California, 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. Any suits concerning this Agreement shall be brought in the federal courts for the Northern District of California or the state courts in Santa Clara County, California, or if the matter is brought by Licensor, in a court of competent jurisdiction in Your domicile. This Agreement is personal and may not be assigned or assumed (including by operation of law) without Licensor's prior written consent. A change of control shall constitute an assignment. During the period this Agreement remains in effect, and for three years thereafter, Licensor has the right to verify Your compliance with this Agreement on Your premises during Your normal business hours and in a manner that minimizes disruption to Your business. Licensor may use an independent auditor for this purpose with Your prior approval which You will not unreasonably withhold. By virtue of this Agreement, You may be exposed to certain information concerning Licensor's software products and other information not generally known to the public (including the Licensed Software and the Documentation), all of which are the confidential and proprietary information of Licensor ("Confidential Information"). You may use Confidential Information solely as necessary in order to facilitate Your use of the Licensed Software under this Agreement. You agree that during and after the term of this Agreement You will not disclose any Confidential Information without Licensor's prior written consent to any third party and will take all necessary precautions, using in any event not less than a reasonable degree of care, to protect and keep confidential the Confidential Information. If any provision of this Agreement is held to be unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other subsequent breach or default. Unless You have entered into a separate, written and signed agreement with Licensor for the supply of the Licensed Software, this Agreement is the complete and exclusive statement of the agreement between us which supersedes any proposal, prior agreement, oral or written, purchase order or similar terms issued by

You, or any other communications between us in relation to the subject matter of this Agreement. Any modifications to this Agreement shall be made in writing and must be duly signed by authorized representatives of both parties or they shall be void and of no effect.

12. ADDITIONAL USES AND RESTRICTIONS.

12.1. General Description.

The Licensed Software may include following components: Console Server, Worker Server(s) and/or Point of Presence Master components (each, being a "Component"). The Licensed Software is intended for use with and in support of Managed Processors. Each Component of the Licensed Software ordered by You may be installed on any number of computers or server and may be used in support of the maximum number of Managed Processors as may be specified in the License Module related to this Agreement. In general, You shall have no right to use the Licensed Software in support of Managed Processors in excess of the authorized maximum number of Processors as may be specified in the License Module other than as specified in this Agreement.

12.2. Definitions.

A. "Processor" also referred to as a "CPU", is defined as the logic circuitry that responds to and processes the instructions that run a computer and/or that access or runs the software. Each processor may be comprised of multiple processing cores which may each independently act as individual processors. A Processor with "n" cores will be counted as one (1) processor. A "Managed Processor" is defined as a Processor that is managed, monitored and/or protected by the software but that may not actually be running the software itself.

B. "Tier" is a Symantec defined classification of a server or processor. The server or processor tier defines the type of hardware on which the software may be deployed."

