



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 CLICKING THE "I AGREE" OR "YES" BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING 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.

"Documentation" means the user documentation Symantec provides with the Licensed Software.

"Licensed Software" means the Symantec administrator software development kit ("ASDK"), accompanying this License Agreement, including any Documentation included in, or provided for use with such ASDK. The ASDK is a collection of compiled software components (including without limitation, assemblies, libraries, object files, executables, interfaces, utilities, tools and wizards); software source code files in any language and for any platform or format; configuration files; image and icon files; metadata files used by integrated development environment ("IDE") software such as the Microsoft Visual Studio family of products ("VS") or any other IDE for any operating system ("OS"); files used to integrate development of Altiris solutions and other products into VS or any other IDE; setup files and related files; template files; script files; resource files; other binary and text files used for purposes of developing or enhancing Symantec solutions or other software products; and any other type of computer file or data provided by or through Symantec under this Agreement. The ASDK applies to any OS, platform, and hardware type or configuration which is supported by the ASDK. Without limiting the foregoing, any files of any type installed by the standard Symantec ASDK installation programs in or below a root directory, including any subdirectories and their contents below that root directory, are included in the ASDK. The ASDK also includes any data stored in media as a result of the installation or use of the ASDK, including but not limited to Windows registry entries, configuration files and database entries. The ASDK also includes any manuals, specifications or other documentation that may be printed on paper, whether or not provided by Symantec in paper form or through magnetic or electronic media.

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 12.1) license to distribute, reproduce, perform and display an unlimited number of copies of the Licensed Software solely in support of Your internal business operations to create integrate Your products with the Altiris or Symantec software platform(s), subject to 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). In the event that you have signed a separate standalone agreement for the Licensed Software, such standalone agreement shall expressly supersede the terms and conditions of this License Agreement. The foregoing is subject to the following: You agree that you shall: (i) not use the Altiris or Symantec's name, logo, or trademarks in connection with Your products; (ii) you shall display Your own valid copyright notice on Your products; (iii) you shall not remove or obscure any copyright, trademark, or patent notices that appear on the Licensed Software as delivered to You; (iv) you shall indemnify, hold harmless, and defend Symantec from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of your products; APIs or other works developed using the Licensed Software; and (v) acknowledge and agree that Symantec reserves all rights not expressly granted herein.

2.1 **TERM.** The term of the Licensed Software license granted under this License Agreement shall be perpetual (subject to Section 10).

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, except as expressly provided in this License Agreement; (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, except as expressly provided in this License



Agreement; nor (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 separate standalone agreement.

4. **OWNERSHIP/TITLE.** The Licensed Software is the proprietary property of Symantec or its licensors and is protected by copyright and patent laws. 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. **NO WARRANTY.**

5.1 **Warranty Disclaimer.** THE LICENSED SOFTWARE 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. FURTHERMORE, SYMANTEC SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE LICENSED SOFTWARE OR ANY INTEGRATION, APIS OR THE LIKE PROVIDED BY YOU WHICH WERE DEVELOPED USING THE LICENSED SOFTWARE.

5.2 **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 SYMANTEC 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 LICENSED SOFTWARE, EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 **Development Disclaimer; Indemnification.** SYMANTEC SHALL NOT BE RESPONSIBLE FOR YOUR INTEGRATION, API DEVELOPMENT OR ANY OTHER AUTHORIZED USE OR PROGRAMMING OR DEVELOPMENT ACTIVITIES USING THE LICENSED SOFTWARE. UNLESS YOU USE THE APPROPRIATE DEGREE OF SKILL AND CARE IN YOUR USE, DEVELOPMENT AND PROGRAMMING ACTIVITIES, YOU MAY EXPERIENCE OR CAUSE ERRORS OR PROBLEMS IN THE USE OR OPERATION OF THE SYMANTEC PLATFORM OR OTHER SOFTWARE PROGRAMS. YOU MAY USE THE LICENSED SOFTWARE AT YOUR SOLE RISK AND SYMANTEC SHALL HAVE NO LIABILITY FOR ANY FAILURE OF THE LICENSED SOFTWARE AND/OR ISSUES ASSOCIATED WITH THE SYMANTEC PLATFORM AND/OR ANY SYMANTEC SOFTWARE BASED ON YOUR FAILURE TO PROPERLY DEVELOP, PROGRAM, INSTALL, CONFIGURE AND MONITOR YOUR INTEGRATION, APIS OR THE LIKE. YOU SHALL INDEMNIFY, DEFEND AND HOLD SYMANTEC HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, COSTS AND EXPENSES INCURRED BY SYMANTEC AS A RESULT OF YOUR BREACH OF THIS AGREEMENT.

6. **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, OR ANY UPDATES OR UPGRADES THERETO.

7. **NO MAINTENANCE/SUPPORT.** Symantec does not and has no obligation under this License Agreement to provide maintenance/support for the Licensed Software.

8. **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.



9. **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, Iraq, 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.

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

11. **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, No Warranty, Limitation of Liability, U.S. Government Restricted Rights, Export Regulation, Survival, and General.

12. **GENERAL.**

12.1. **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.

12.2. **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.

12.3. **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. Symantec shall bear the costs of any such audit, except where the audit demonstrates non-compliant usage of the Licensed Software. In such case, you shall reimburse Symantec for the auditor's reasonable actual fees for such audit.

12.4. **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.

12.5. **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.

12.6. **ENTIRE AGREEMENT.** This License Agreement is the complete and exclusive agreement between you and Symantec relating to the Licensed Software and supersedes 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.

GLB ENT TEMPLATE v1.0_Administrator Software Development Kit v2.0_020209