

**SYMANTEC NETWORK ACCESS CONTROL ENFORCER APPLIANCE
LICENSE AND WARRANTY AGREEMENT**

(Symantec Network Access Control Enforcer 6100 Series Appliance)

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In the event that You purchase other software from Symantec that is not included with this Appliance, but which is operational with this Appliance, such software may be used with this Appliance in accordance with the end-user license agreement accompanying that software, provided that You comply with the terms and conditions of this Agreement.

1. Software License:

Except for the software, if any, described in the Excluded Software section at the end of this Agreement (the “Excluded Software”), the software (the “Software”) which accompanies the appliance You have purchased (the “Appliance”) is the property of Symantec or its licensors and is protected by copyright law. While Symantec continues to own the Software, You will have certain rights to use the Software after Your acceptance of this license. This license governs any releases, revisions, or enhancements to the Software that the Licensor may furnish to You as well as the copy of the Software provided to You for download via a website designated by Symantec, or other media in connection with the Appliance (the “Restore Software”). Except as may be modified by a Symantec license certificate, license coupon, or license key (each a “License Module”) which accompanies, precedes, or follows this license, and as may be further defined in the user documentation accompanying the Appliance and/or the Software, Your rights and obligations with respect to the use of this Software are as follows:

You may:

- A. use the Software solely as part of the Appliance on no more than the number of Devices and/or Servers in the quantity licensed to You by Symantec under a License Module until the end date indicated on the License Module (“the End Date”). You must have a license for each Device and/or Server that accesses and/or uses the Software with the Appliance. “Device” means a single computer, storage drive or other device (i) on which You or Your Authorized Guest(s) can install and use the Software, (ii) from which You or Your Authorized Guest(s) access and use the Software installed on a network, or (iii) a physical connection point that links together two separate devices. “Server” means 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 or other computers or devices. “Authorized Guest(s)” means one or more individual third party contractor(s) authorized by You to use the Software on Your behalf for Your internal business purposes in accordance with this Agreement. You agree to require Authorized Guests using the Software to return or destroy the Software upon cessation of their performance on Your behalf as authorized hereunder. The License Module shall constitute proof of Your right to use the Software as part of the Appliance in the quantity specified therein. If no License Module accompanies, precedes, or follows this license, neither You nor Your Authorized Guest(s) are authorized to use the Software or the Appliance;
- B. use the Restore Software solely to restore the Appliance to its original factory functionality in the event the Software preloaded on the Appliance is corrupted or becomes unusable;
- C. make copies of the printed documentation which accompanies the Appliance as necessary to support Your authorized use of the Appliance; and
- D. after written notice to Symantec and in connection with a transfer of the Appliance, transfer the Software on a permanent basis to another person or entity, provided that You retain no copies of the Software, Symantec consents to the transfer and the transferee agrees to the terms and conditions of this Agreement.

You may not:

- A. copy the printed documentation that accompanies the Software;
- B. sublicense, rent or lease any portion of the Software; reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software, or create derivative works from the Software;

- C. use the Software as part of a facility management, timesharing, or service bureau arrangement.
- D. use a previous version or copy of the Software after You have received and installed an upgraded version. Upon upgrading the Software, all copies of the prior version must be destroyed;
- E. use the Restore Software for any purpose other than to restore the Appliance to the original factory functionality;
- F. use, if You received the Software distributed on an Appliance containing multiple Symantec products, any Symantec software on the Appliance for which You have not received permission in a License Module;
- G. use the Software other than as part of the Appliance;
- H. use the Software after the End Date; or
- I. use the Software in any manner not authorized by this license.

2. Limited Warranty:

Symantec warrants that the Software will perform on the Appliance in substantial compliance with the written documentation accompanying the Appliance for a period of thirty (30) days from the date of original purchase of the Appliance. Your sole remedy in the event of a breach of this warranty will be that Symantec will, at its option, repair or replace any defective Software returned to Symantec within the warranty period or refund the money You paid for the Appliance.

Symantec warrants that the hardware component of the Appliance (the "Hardware") shall be free from defects in material and workmanship under normal use and service and substantially conform to the written documentation accompanying the Appliance for a period of one (1) year from the date of original purchase of the Appliance. Your sole remedy in the event of a breach of this warranty will be that Symantec will, at its option and depending on the geographic location in which You intend to use the Appliance ("Geographic Use Location"), (i) provide onsite repair services for any defective Hardware identified to Symantec within the warranty period, (ii) repair or replace any defective Hardware returned to Symantec within the warranty period or (iii) refund the money You paid for the Appliance, in accordance with the terms set forth in this Section 3.

The Geographic Use Location will determine whether You are entitled to either warranty service consisting of (i) Next Business Day Service, or (ii) the Return Merchandise Authorization Process, each as defined below. Any change to the Geographic Use Location and/or any service request which requires Symantec to obtain additional information and/or validate information to acknowledge and approve warranty service entitlements may result in a delay in providing such warranty service entitlements.

Prior to the expiration of the initial one (1) year Hardware warranty referenced above, You may purchase additional warranty protection from Symantec as available and on Symantec's then current terms. All Warranty support services will be provided in accordance with Symantec's Version Support Policy and other Symantec Support Policies, which may be revised and updated by Symantec from time to time without notice to You.

Upon discovery of any failure of the Hardware, or component thereof, to conform to the applicable warranty during the applicable warranty period, depending on the Geographic Use Location, if You follow the service procedures identified by Symantec from time to time, You:

- A. **Next Business Day Service.** May initiate a request for next business day onsite repair services. A service technician will, in most cases, be dispatched to arrive at Your location for onsite repair services on the next business day (during your principal period of maintenance) ("NBD Service"); Monday through Friday 8:00 a.m. to 6:00 p.m. local time, excluding regularly observed holidays. If the service technician is dispatched for onsite repair services after 5:00 pm local time, the service technician may take an additional business day to arrive at Your Geographic Use Location;

or if Symantec does not have onsite services available in Your Geographic Use Location, You:

- B. **Return Merchandise Authorization Process.** Are required to contact us within ten (10) days after such failure and seek a return material authorization ("RMA") number. Symantec will promptly issue the requested RMA as long as we determine that You meet the conditions for warranty service. The allegedly defective Appliance, or component thereof, shall be returned to Symantec, securely and properly packaged, freight and insurance prepaid, with the RMA number prominently displayed on the exterior of the shipment packaging and with the Appliance. Symantec will have no obligation to accept any Appliance which is returned without an RMA number.

Upon completion of repair or if Symantec decides, in accordance with the warranty, to replace a defective Appliance, Symantec will return such repaired or replacement Appliance to You, freight and insurance prepaid. In the event that Symantec, in its sole discretion, determines that it is unable to replace or repair the Hardware, Symantec will refund to You the F.O.B. price paid by You for the defective Appliance. Defective Appliances returned to Symantec will become the property of Symantec.

Symantec does not warrant that the Appliance will meet Your requirements or that operation of the Appliance will be uninterrupted or that the Appliance will be error-free.

In order to exercise any of the warranty rights contained in this Agreement, You must:

- A. have available an original sales receipt or bill of sale demonstrating proof of purchase with Your warranty claim;
- B. separately procure and maintain during the entire warranty period, a subscription to the Software functionalities which you intend to use with the Appliance, as designated by Symantec and corresponding support (“Software and Support Subscription”); and
- C. identify for Symantec the Geographic Use Location, in accordance with Symantec’s requirements.

The warranties contained in this Agreement will not apply to any Software or Hardware which:

- A. has been altered, supplemented, upgraded or modified in any way;
- B. has been repaired except by Symantec or its designee;

Additionally, the warranties contained in this Agreement do not apply to repair or replacement caused or necessitated by: (i) events occurring after risk of loss passes to You such as loss or damage during shipment; (ii) acts of God including without limitation natural acts such as fire, flood, wind earthquake, lightning or similar disaster; (iii) improper use, environment, installation or electrical supply, improper maintenance, or any other misuse, abuse or mishandling (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible, defective, or inferior devices, supplies, or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Symantec (or its representatives); (iv) governmental actions or inactions; (v) strikes or work stoppages; (vi) Your failure to follow applicable use or operations instructions or manuals; (vii) Your failure to implement, or to allow Symantec or its designee to implement, any corrections or modifications to the Appliance made available to You by Symantec; (viii) the moving of the Appliance from one geographic location to another or from one entity to another or (ix) such other events outside Symantec’s reasonable control.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

3. Your Obligations: Service Process:

A. Valid Software and Support Subscription: You must have a current Software and Support Subscription in order to receive warranty service support as defined in Section 3. Warranty support services will be provided in accordance with Symantec’s Version Support Policy and other Symantec Support Policies, which may be revised and updated by Symantec from time to time without notice to You.

B. Prepare for the Call. You will help the technician serve You better if You have the following information and materials ready when You call: Your System’s invoice and serial numbers; service tag number; model and model numbers; the current version of the operating system You are using; and the brand names and models of any peripheral devices (such as a modem) You are using.

C. Call For Assistance. For warranty service and support call the support telephone numbers provided upon purchase of Your Service and Support Subscription.

D. Explain Your Problem to the Technician. Now You are ready to describe the problem You are having with Your Appliance. Let the technician know what error message You are getting and when it occurs; what You were doing when the error occurred; and what steps You may have already taken to solve the problem.

E. Cooperate with the Technician. Experience shows that most System problems and errors can be corrected over the phone as a result of close cooperation between the user and the technician. Listen carefully to the technician and follow the technician’s directions.

F. Software/Data Backup. If the technician is unable to resolve the problem over the phone and determines that onsite support services as identified in Section 3, above, is necessary, the following standard procedures apply.

Software/Data Backup. You understand and agree that Symantec and its licensors are not responsible for any loss of software or data. You should back up the software and data on Your Appliance’s hard disk drive and on any other storage device(s) in the Appliance.

UNTIL YOU HAVE COMPLIED WITH THE ABOVE PROCEDURES, SYMANTEC CANNOT DISPATCH A SERVICE TECHNICIAN TO PERFORM ON-SITE SUPPORT SERVICES.

4. 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 OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO CASE SHALL SYMANTEC'S OR ITS LICENSORS' LIABILITY EXCEED THE PURCHASE PRICE FOR THE APPLIANCE. The disclaimers and limitations set forth above will apply regardless of whether You accept the Software or the Appliance.

5. U.S. Government Restricted Rights:

RESTRICTED RIGHTS LEGEND. All Symantec products and documentation are commercial in nature. The software and software documentation are "Commercial Items", as that term is defined in 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. section 252.227-7014(a)(5) and 48 C.F.R. section 252.227-7014(a)(1), and used in 48 C.F.R. section 12.212 and 48 C.F.R. section 227.7202, as applicable. Consistent with 48 C.F.R. section 12.212, 48 C.F.R. section 252.227-7015, 48 C.F.R. section 227.7202 through 227.7202-4, 48 C.F.R. section 52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable, Symantec's computer software and computer software documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this license agreement. Manufacturer is Symantec Corporation, 20330 Stevens Creek Blvd., Cupertino, CA 95014, United States of America.

6. Export Regulation:

You agree to comply strictly with all applicable export control laws, including the US Export Administration Act and its associated regulations and acknowledge Your responsibility to obtain licenses as required to export, re-export or import the Appliance. Export or re-export of the Appliance to Cuba, North Korea, Iran, Iraq, Libya, Syria or Sudan is prohibited.

7. General:

If You are located in North America or Latin America, this Agreement will be governed by the laws of the State of California, United States of America. Otherwise, this Agreement will be governed by the laws of England and Wales. This Agreement and any related License Module is the entire agreement between You and Symantec relating to the Appliance and: (i) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment or similar communications between the parties. This Agreement may only be modified by a License Module or by a written document which has been signed by both You and Symantec. This Agreement shall terminate upon Your breach of any term contained herein and You shall cease use of and destroy all copies of the Software and shall return the Appliance to Symantec. The disclaimers of warranties and damages and limitations on liability shall survive termination. Software and documentation is delivered Ex Works California, U.S.A. or Dublin, Ireland respectively (ICC INCOTERMS 2000). This Agreement may only be modified by a License Module that accompanies this license or by a written document that has been signed by both You and Symantec. Should You have any questions concerning this Agreement, or if You desire to contact Symantec for any reason, please write: (i) Symantec Customer Service, 555 International Way, Springfield, OR 97477, USA, or (ii) Symantec Customer Service Center, PO BOX 5689, Dublin 15, Ireland, or (iii) Symantec Customer Service, 1 Julius Ave, North Ryde, NSW 2113, Australia.

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3. Limited Warranty. Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, **to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed “as is” without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose.** Red Hat warrants that the media on which the Programs and the components are furnished will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to User. Red Hat does not warrant that the functions contained in the Programs will meet User's requirements or that the operation of the Programs will be entirely error free, appear precisely as described in the accompanying documentation, or comply with regulatory requirements. **This warranty extends only to the party that purchases services pertaining to the Programs from Red Hat or a Red Hat authorized distributor.**

4. Limitation of Remedies and Liability. To the maximum extent permitted by applicable law, User's exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of User's payment receipt and Red Hat, at its option, will replace it or refund the money paid by User for the media. **To the maximum extent permitted under applicable law, neither Red Hat, any Red Hat authorized distributor, nor the licensor of any component provided to User under this EULA will be liable to User for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, such authorized distributor or licensor has been advised of the possibility of such damages. In no event shall Red Hat's liability, an authorized distributor's liability or the liability of the licensor of a component provided to User under this EULA exceed the amount that User paid to Red Hat under this EULA during the twelve months preceding the action.**

5. Export Control. As required by the laws of the United States and other countries, User represents and warrants that it: (a) understands that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations (“EAR”); (b) is not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understands and agrees that if it is in the United States and exports or transfers the Programs to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understands that countries including the United States may restrict the import, use, or export of

encryption products (which may include the Programs and the components) and agrees that it shall be solely responsible for compliance with any such import, use, or export restrictions.

6. Third Party Programs. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to User, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If User does not agree to abide by the applicable license terms for the third party software programs, then User may not install them. If User wishes to install the third party software programs on more than one system or transfer the third party software programs to another party, then User must contact the licensor of the applicable third party software programs.

7. General. If any provision of this agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions. This agreement shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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