

## SYMANTEC SOFTWARE LICENSE AGREEMENT

SYMANTEC CORPORATION AND/OR ITS AFFILIATES ("SYMANTEC") IS WILLING TO LICENSE THE LICENSED SOFTWARE (AS DEFINED BELOW) 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 DO NOT USE 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.

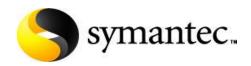
## 1. **DEFINITIONS.**

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

"Licensed Software" means the Symantec 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.

"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.

- 2. **LICENSE GRANT; TERM.** If You have an evaluation or other license agreement with Symantec for the Licensed Software, Your rights to evaluate or use the Licensed Software will be pursuant to the terms of such applicable agreement. If You do not have an evaluation or other license agreement with Symantec for the Licensed Software, Symantec grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use a reasonable number of copies of the Licensed Software solely for internal non-production evaluation purposes. Such evaluation license shall terminate (i) on the end date of the predetermined 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 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.
- 3. **LICENSE RESTRICTIONS.** Except as explicitly set forth herein, 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 another license agreement; nor (vii) use of the Licensed Software above the quantity and Use Level that have been licensed to You under this License Agreement. Notwithstanding any of the foregoing provisions, the Licensed Software may be modified as intended to be modified by a Symantec software product that is designed to be used with and to modify the Licensed Software, provided you have a license to such other Symantec software product and are operating in compliance with such license agreement.
- 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. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. 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. 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,

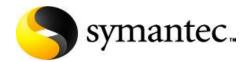


LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC'S LIABILITY ARISING FROM ANY CAUSE OF ACTION RELATED TO THE LICENSED SOFTWARE OR UPGRADES (IF ANY) EXCEED USD \$1,000.00 (ONE THOUSAND UNITED STATES DOLLARS). 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 UPGRADES (IF ANY).

- 6. **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.
- 7. **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.
- 8. **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.
- 9. **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.
- 10. **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.

## 11. **GENERAL.**

- 11.1. **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.
- 11.2. **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.
- 11.3. **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.
- 11.4. **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.
- 11.5. **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.
- 11.6. **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.

Symantec Data Loss Prevention\_Endpoint Lockdown\_26MARCH2010