



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 antispyware rules for antispyware 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.**

A. “License Instrument” includes a written communication issued by Symantec confirming Your license of the Licensed Software and that accompanies, precedes or follows this License Agreement.

B. “Support Certificate” includes a written communication issued by Symantec confirming Your maintenance/support for the Licensed Software and that accompanies, precedes or follows this License Agreement.

C. An “Asset” is (i) a physical device such as a computer or PDA, excluding any servers that might be accessed by any such physical device; (ii) a virtual device, such as an operating environment that may be running concurrently with another operating environment on a single physical device (e.g., VMware, Virtual PC), excluding any servers that might be accessed by any such virtual device; or (iii) an object stored by the Licensed Software in a database, such object representing a physical or virtual asset for which data is being tracked or managed by the Licensed Software (e.g., printer, copier, etc.), excluding any servers that might be accessed by any such object.

D. A “Node” is any Asset under management by the Licensed Software. An Asset is under management by a particular Licensed Software once the Licensed Software or portion of the Licensed Software, such as an agent, has (i) been run locally on an Asset, (ii) remotely interacted with and/or received a response from an Asset, (iii) configured or changed a setting of or migrated settings to or from an Asset, (iv) participated in the creation or deployment of a disk image, or (v) otherwise performed any management functionality that such Licensed Software has been designed to perform with respect to an Asset.

E. A “User” is defined as an individual person and/or device authorized by You to use and/or that benefits from the use of the Licensed Software, or is the person and/or device that actually uses any portion of the Licensed Software.

F. “Server” is defined as an individual computer that acts as a service or resource provider to client computers by sharing the resources within the network infrastructure. The Server’s Processor count is determined by the number of Processors that can be installed on a Server, where each Processor may include multiple cores. A Server can run Server software for other computers or devices.

G. “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 accesses or runs the software. Each Processor may be comprised of multiple processing cores that may each independently act as individual Processors. A Processor with “n” cores will be counted as 1 Processor.

17.2 **Software Evaluation.** The fourth sentence in Section 11 is amended to read as follows: “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) thirty (30) 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”).”

17.3 **License Types.** The License Type being licensed to You determines the license rights granted to You under this License Agreement. The License Type will be specified in the License Instrument provided to You. Your License Instrument shall constitute proof of Your right to make and use such copies of the Licensed Software. Such License Types include:

Node License. If Your License Instrument indicates that you have a Node License, You may use the Licensed Software only to manage an aggregate number of Nodes within Your organization not to exceed the sum of Your licensed Node count as indicated in the applicable License Instrument. A Node License will be deemed consumed for a particular Licensed Software product once an Asset has been managed by that Licensed Software. A single Asset that is managed by the Licensed Software



more than once at any given time will be deemed to consume only one Node License. You must purchase a sufficient number of Node Licenses to cover all Node Licenses consumed by a particular Licensed Software product.

Concurrent Node License. If Your License Instrument indicates that you have a Concurrent Node License, You may distribute and install internally within Your organization an unrestricted number of copies of the Licensed Software, provided the aggregate number of Nodes managed simultaneously at any given time within Your organization does not exceed the sum of Your licensed Concurrent Node count as indicated in the applicable License Instrument. A Concurrent Node License will be deemed consumed for a particular Licensed Software product when an Asset is being managed by that Licensed Software. A single Asset that is being managed simultaneously more than once at any given time by the Licensed Software will be deemed to consume only one Concurrent Node License. You must purchase a sufficient number of Concurrent Node Licenses to cover the maximum number of Concurrent Node Licenses consumed by a particular Licensed Software product at any given time.

User License. If Your License Instrument indicates that You have a User License, You may use the Licensed Software for up to the applicable number of Users as licensed to You by Symantec as indicated in the applicable License Instrument.

Concurrent User License. If Your License Instrument indicates that You have a Concurrent User License, You may distribute and install internally within Your organization an unrestricted number of copies of the Licensed Software, provided the number of Users accessing or using the Licensed Software simultaneously at any given time does not exceed Your licensed Concurrent User count as indicated in the applicable License Instrument. Individuals solely using the "My Helpdesk Console" or any "self-help" functionality in the Licensed Software shall not count against Your licensed Concurrent User count.

17.4 Symantec Workspace Streaming Software Development Kit ("SDK").

A. **Development License.** If You obtain an SDK in addition to the Licensed Software as indicated in the applicable License Instrument, You are entitled under this License Agreement to install such SDK on an unlimited number of Processors or Servers solely for the purposes of designing, developing, testing, using and demonstrating the integration of the Licensed Software with Your existing systems, other Symantec products, or third party products; provided, however, that Your use of the Licensed Software shall comply with the terms of this License Agreement. Such 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 SDK.

B. **No Redistributable Code.** The SDK shall only be used by You for Your internal use and may not be distributed, alone or as 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 SDK are conditioned upon Your not creating derivative works of the SDK in any manner that would cause the 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 the Open Source Code software program is intended to operate, or that create obligations to distribute any portions of any software program with which the Open Source Code 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 SDK: **THE 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 17.4A. 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 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 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.**

17.5 **Privacy; Data Protection.** From time to time, the Licensed Software may collect certain information from the computer on which it is installed, which may include User name, host name and system IP Address for product support and troubleshooting. The collected information is stored on the customer's system only and is not transmitted to Symantec unless You voluntarily submit such information to Symantec in a support request. Contact Your network administrator for further details. If submitted to Symantec, such submitted 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 submitted information, if transferred, receives an adequate level of protection.