



SYMANTEC TECHNOLOGY 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.

1. **License Rights.** Subject to Your compliance with the terms and conditions of this License Agreement, including without limitation any Supplemental Terms contained in Section 10 of this License Agreement, Symantec grants to You a non-exclusive, non-transferable license to use a single copy of the Licensed Software solely in support of Your use of other Symantec software for which You have a license or Your development of applications which operate in conjunction with Symantec software. “Licensed Software” means the Symantec software program You wish to download and use and the associated program documentation, if any.
2. **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; or (v) use of the Licensed Software by any party other than You, except as expressly provided in this License Agreement.
3. **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.
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.
5. **No Support or Maintenance.** Symantec does not offer support or maintenance for the Licensed Software.
6. **Term and Termination.** This License Agreement will continue as long as You are in compliance with its terms. In the event You breach this License Agreement, it will automatically terminate. Upon termination, You must immediately stop using and destroy all copies of the Licensed Software within Your possession or control. The Ownership/Title, Warranty and Limitation of Liability and General sections of this License Agreement will survive termination of the Agreement.
7. **Warranty and Limitation of Liability.**
 - 7.1. **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.
 - 7.2. **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 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.

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 ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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.
9. **Privacy and Data Collection.**
 - 9.1. **Stored Information.** The following data is collected by the Licensed Software and is stored in Your environment: files and encrypted version of Your user name and password ("Stored Information"). The Stored Information will be transmitted to Symantec, only if You choose to do so, either manually or by configuring the Licensed Software. Transmitting this data to Symantec is optional and You will be able to use the software even if You do not transfer the data to Symantec.
 - 9.2. **Optional Data Collected.** Depending on the configurations or settings You chose and/or any optional features included with the Licensed Software that You enabled, the Licensed Software will to collect from Your environment and transmit to Symantec data, which may include, without limitation, user name, password, user ID, IP address, email address, web browser information ("Optional Information"). Transmission of the Optional Information to Symantec will be used to further the purposes set forth in Section 9.3 below. You will be able to use the Licensed Software even if You do not enable the collection and transmission of the Optional Information.
 - 9.3. **Purposes of data collection.** The Collected Information will be used for the purpose of enabling and optimizing the performance of the Licensed Software, for end user identity authentication, help the customer achieve regulatory compliance through a demonstrable trace of who accessed the Licensed Software. "Collected Information" means the Stored Information and Optional Information.
 - 9.4. **Technical Support.** If You submit any information to Symantec as part of a technical support request, whether prompted to by Symantec or not, it will be Your responsibility to ensure that You are authorized to share such information with Symantec in compliance with applicable privacy laws. Such information will be processed and used by Symantec for the purpose of providing the requested technical support, including to perform error analysis.
 - 9.5. **Sharing and Transfer.** In order to promote awareness, detection and prevention of Internet security risks, Symantec may share certain information with research organizations and other security software vendors. Symantec may also use statistics derived from the information collected through the Licensed Software or submitted by You, to track and publish reports on security risk trends.

The Collected Information may be transferred to Symantec Corporation, its affiliates and contractors 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) and will be stored and processed manually and electronically through global systems and tools for the purposes above. The Collected Information may be accessible by Symantec employees or contractors on a need-to-know basis, exclusively to be used in accordance with the purposes described above. For the same purposes the Collected Information may be shared with partners and vendors that process information on behalf of Symantec. Symantec has taken steps so that the Collected Information, if transferred, receive an adequate level of protection.
 - 9.6. **Your Obligation to Personal Information.** With regard to the personal information of Your users and third parties it is Your responsibility to ensure that disclosure of such personal information to Symantec is consistent and compliant with national laws governing the collection, use and protection of personal information applicable to Your country/region of operation. In particular it is Your responsibility to inform users and third parties that You are providing their information to Symantec, to inform them of how it will be used and to gather appropriate consents required for such transfer and use.
 - 9.7. **Disclosures to Law Enforcement.** Subject to applicable laws, Symantec reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to Your use of the Licensed Software.



This means that Symantec may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.

- 9.8. Contacting us about Your Privacy. For any inquiry about Your information or about Symantec's privacy policies, please contact us at privacy@symantec.com.
- 9.9. Your Agreement. By using the Software, You acknowledge and agree that Symantec may collect, transmit, store, disclose and analyze such Information for the purposes set out above.
10. **General.** 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. Symantec may audit Your use of the Licensed Software. 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. 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.