



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.

1. **License Rights.** Subject to Your compliance with the terms and conditions of this License Agreement, Symantec grants to You a non-exclusive, non-transferable license to use a reasonable number of copies of the Licensed Software solely in support of Your use of the Symantec service with which you received the Licensed Software. "Licensed Software" means the Symantec software program, in object code form, accompanying this License Agreement, including any associated program documentation included in, or provided for use with, such software.
2. **License Restrictions.** You may not, without Symantec's prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, 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. **Warranty and Limitation of Liability.**
 - 5.1. **Warranty Disclaimer.** THE LICENSED SOFTWARE IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED.
 - 5.2. **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.



6. **No Support or Maintenance.** Symantec does not offer a support or maintenance program for the Licensed Software. You may request assistance for the Licensed Software through the support contact available for the service with which you received the Licensed Software
7. **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.
8. **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.
9. **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.
10. **EXCLUDED SOFTWARE.** The Licensed Software includes Red Hat Enterprise Linux, which is provided by Red Hat, Inc. Your use of the Red Hat Enterprise Linux component, including updates thereto, is subject to the terms of the Red Hat, Inc. "END USER LICENSE AGREEMENT RED HAT® ENTERPRISE LINUX® AND RED HAT® APPLICATIONS", a copy of which is provided herein.



END USER LICENSE AGREEMENT RED HAT® ENTERPRISE LINUX® AND RED HAT® APPLICATIONS

This end user license agreement (“EULA”) governs the use of any of the versions of Red Hat Enterprise Linux, any Red Hat Applications (as set forth at www.redhat.com/licenses/products), and any related updates, source code, appearance, structure and organization (the “Programs”), regardless of the delivery mechanism.

1. **License Grant.** Subject to the following terms, Red Hat, Inc. (“Red Hat”) grants to you (“User”), a perpetual, worldwide license to the Programs pursuant to the GNU General Public License v.2. The Programs are either a modular operating system or an application consisting of hundreds of software components. With the exception of certain image files identified in Section 2 below, the license agreement for each software component is located in the component’s source code and permits User to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component, in both source code and binary code forms. This EULA pertains solely to the Programs and does not limit User’s rights under, or grant User rights that supersede, the license terms of any particular component.

2. **Intellectual Property Rights.** The Programs and each of their components are owned by Red Hat and others and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with the aforementioned, subject to the applicable license. The “Red Hat” trademark and the “Shadowman” logo are registered trademarks of Red Hat in the U.S. and other countries. This EULA does not permit User to distribute the Programs or their components using Red Hat’s trademarks, regardless of whether the copy has been modified. User should read the information found at <http://www.redhat.com/about/corporate/trademark/> before distributing a copy of the Programs. User may make a commercial redistribution of the Programs only if, (a) a separate agreement with Red Hat authorizing such commercial redistribution is executed or other written permission is granted by Red Hat or (b) User modifies any files identified as “REDHAT-LOGOS” to remove and replace all images containing the “Red Hat” trademark or the “Shadowman” logo. Merely deleting these files may corrupt the Programs.

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 the 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 or 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 agreement 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 Controls 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 other than 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.

Copyright © 2007 Red Hat, Inc. All rights reserved. "Red Hat" and the Red Hat "Shadowman" logo are registered trademarks of Red Hat, Inc. "Linux" is a registered trademark of Linus Torvalds. All other trademarks are the property of their respective owners.