



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 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.**

“**Cold Disaster Recovery Equipment**” means a server and/or processor or device on which the Licensed Software may be installed and configured under a Cold Disaster Recovery License, and which is not production use servicing transactions or requiring workloads during periods of Your normal internal business operations.

“**Core**” means a functional unit on a processor that reads, interprets, and executes computer instructions, including instructions from the Licensed Software. A “Core” refers to the processor or execution core contained in the same integrated circuit within a computer’s central processing unit, whether such Cores are virtual or physical. A multi-core processor is a single computing component with two or more independent “Cores”. Each “Core” where a Symantec product is deployed and/or running is required to be licensed.

“**Disaster**” means an unforeseen occurrence causing the operation of the applicable systems on which the Licensed Software is used for Production Use, or the Licensed Software installed on such systems, to be substantially impaired or prevented, which occurrence may include but is not limited to fires, earthquakes, floods and computer viruses.

“**Failover Readiness Testing**” means testing of the procedures for transferring Your production operation from one server to another.

“**File System**” is a collection of files storing information on a computer storage device, organized with a hierarchical directory structure. A File System may also be referred to as a Veritas File System.

“**Instance**” An “instance” of the Licensed Software is created by executing the Licensed Software’s setup or install procedure and/or duplicating an existing instance.

“**Production Use**” means any functional operation of the Licensed Software in support of Your normal business operations (such as normal productive use and pre-production testing other than Failover Readiness Testing).

“**Server**” means a standalone system or 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 for other computers or devices.

“**Standard License Key**” means the applicable Symantec license key that may consist of either alphabetic or numeric characters or a combination of both alphabetic and numeric characters assigned to the Licensed Software.

“**Subscription**” means a license granted to You to use the Licensed Software for a specific period of time. You may only use the Licensed Software for the duration of time purchased subject to the terms and conditions of the License Agreement.

“**Testing Day**” means a period of twenty-four (24) consecutive hours, or any lesser portion of such twenty-four (24) hour period.

“**Tier**” means a Symantec defined classification of Server. The Server tier defines the type of hardware on which the Licensed Software may be deployed.

“**Virtual Machine**”, also referred to as a VM, is defined as a software implementation of a computer that does not physically exist but is created within a single instance of an operating system on a physical computer to enable applications to execute within the environment of that instance of the operating system.

“**Volume**” is defined as a single or an aggregate number of physical or virtual block devices of storage (including disks and logical units “LUNs”). This is specific to volumes with application-related user data, and excludes any volumes necessary to boot up the Server’s operating system (i.e., root/boot/swap volumes).

17.2. **AMENDED LICENSE GRANT APPLICABLE TO INFOSCALE FOUNDATION AND INFOSCALE STORAGE.** Section 2 (License Grant) of this License Agreement is hereby deleted in its entirety and replaced with the following:

“**2. LICENSE GRANT.** Subject to Your compliance with the terms and conditions of this License Agreement, Symantec grants to You the following non-exclusive, non-transferable (except as stated otherwise in Section 16.1) license rights:



- (a) You may 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.
- (b) Provided that You have a currently effective maintenance/support contract for the Licensed Software, You may install the Licensed Software on Your Cold Disaster Recovery Equipment and (i) You may use such Licensed Software for Failover Readiness Testing purposes for up to a cumulative total of thirty (30) Testing Days in any twelve (12) month period, which use may be concurrent with Your authorized Production Use of the Licensed Software under Section 2(a), and (ii) in the event of a Disaster, You may use such Licensed Software for Production Use at the Use Levels described in this License Agreement and the applicable License Instrument, for a period of up to ninety (90) consecutive calendar days, *provided however*, that such use may not be concurrent with Your regular Production Use of the Licensed Software under Section 2(a) and does not increase Your total number of licenses to the Licensed Software beyond those which You have purchased and which have been authorized by Symantec as indicated on the applicable License Instrument. Except as set forth above, Cold Disaster Recovery Equipment on which the Licensed Software is installed shall be powered down or shall be maintained in an idle state. The Licensed Software installed on Your Cold Disaster Recovery Equipment and used pursuant to the rights set forth in this subparagraph must be the same version of the Licensed Software You use for Your regular Production Use. In addition, the rights set forth in this subparagraph will automatically terminate in the event that You do not have a valid maintenance/support contract in effect for the Licensed Software.
- (c) You may make a single uninstalled copy of the Licensed Software for archival purposes.”

17.3. AMENDED LICENSE GRANT APPLICABLE TO INFOSCALE AVAILABILITY AND INFOSCALE ENTERPRISE. Section 2 (License Grant) of this License Agreement is hereby deleted in its entirety and replaced with the following:

“**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.”

17.4. ADDITIONAL USE RIGHTS AND LIMITATIONS APPLICABLE TO ALL LICENSED SOFTWARE.

17.4A. Server License. If the License Instrument indicates that You have received a Server license for the Licensed Software, You may use such Licensed Software in the quantities and at the Use Levels on no more than the number of physical Server(s) for the applicable Tier and the applicable operating system platform, as indicated within the Licensed Instrument.

17.4B. Standard License Key and Keyless License Options.*

i. For the first sixty (60) days after Your installation of the Licensed Software, You have the option to use the Licensed Software without a Standard License Key. After the first sixty (60) days, You may continue to use the Licensed Software without a Standard License Key only if You obtain, install and use Veritas InfoScale Operations Manager (“VOM”) on a Server to track Your keyless license for the Licensed Software. Your license to the Licensed Software includes a license to VOM and You may obtain a copy of VOM at <http://www.symantec.com/business/veritas-operations-manager> (or at any other link provided by Symantec). You may use VOM for the purpose set forth in this Section 17.4B(i) provided that Your use of VOM also complies with the terms and conditions of the end user license agreement that accompanies VOM.

ii. At any time, You may elect to use the Licensed Software under the Standard License Key option. In order to do so, You may be required to access the website indicated on the applicable Licenses Instrument for the Licensed Software and enter the serial number provided to You on the applicable License Instrument to obtain the Standard License Key for the Licensed Software.

**Keyless license option applies to all Licensed Software except Dynamic Multi-Pathing for VMware.*

17.4C. License Instrument. Your License Instrument will constitute proof of Your right to make and use such copies of the Licensed Software. If no License Instrument accompanies, precedes, or follows this License Agreement, You are not authorized to use the Licensed Software.

17.4D. Veritas Cluster Server.

i. If the Veritas Cluster Server (“VCS”) software is included with the Licensed Software, then You may use VCS up to no more than the number of licenses for the Licensed Software that have been licensed to You by Symantec under an applicable License Instrument to support the Licensed Software or other Symantec products or third party products. Provided Your use of VCS is for the purpose set forth in this Section 17.4D, You will not be required to purchase additional licenses for Your use of VCS.

ii. VCS software included with InfoScale Storage may be used solely for protecting and ensuring the availability of the filesystem components. Adding additional applications or agents into the configuration is not supported and not authorized when using InfoScale Storage.

17.4E. Agent Pack. The Licensed Software may include a Veritas Agent Pack (“AgentPack”), which may be separately downloaded on the Symantec Operations Readiness Tool or other tool designated by Symantec. Symantec grants to you a non-exclusive, non-transferable license to use a reasonable number of copies of the AgentPack solely in support of your use of the Licensed Software pursuant to this License Agreement.



17.4F. **SmartPool.** You may use the Smartpool functions included in the Licensed Software solely to enable SmartPool functionality on an unlimited number of VMware vSpheres in support of authorized licenses of the Symantec Products which are under current maintenance/support.

17.5. **DATA COLLECTION; DATA PROTECTION REGULATIONS.** In connection with Your use of the Licensed Software, Symantec may collect, retain, disclose and use certain information (“Collected Data”). Collected Data may include, but is not limited to, personally identifiable information about You, Your devices or systems or Your software usage. Symantec use(s) such Collected Data to enable, optimize and provide the Licensed Software or maintenance/support to You (and may engage third parties to do so as well) and to improve Symantec’s products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Licensed Software, You agree to allow Symantec to collect Collected Data as described in this section. Please refer to Symantec’s product privacy notices at <http://www.symantec.com/about/profile/privacypolicy/> (or at any other link provided by Symantec) in order to fully understand what information Symantec collects, retains, discloses, and uses from You or Your devices. Please note that the use of the Licensed Software may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for ensuring that Your use of the Licensed Software is in accordance with such laws or regulations.

17.6. **JAVA NOTICE.** The Licensed Software includes portions of the Java SE Platform licensed by Oracle Corporation. In compliance with the license the following notice must be provided:

Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. “Commercial Features” means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>

18. **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL LICENSED SOFTWARE EXCEPT INFOSCALE AVAILABILITY.** Your use of the Licensed Software is subject to the terms and conditions below in addition to those stated above.

18.1. **Software Development Kit.**

i. **Development License.** If the Licensed Software You acquire includes a software development kit for use of the Licensed Software which is currently known as Symantec File System Software Development Kit (the “SDK”), You may install such SDK on an unlimited number of Servers or Cores solely for the purposes of designing, developing, testing and demonstrating the interoperability of Your application software product (the “Application”) in conjunction with the Licensed Software ordered by You under this License Agreement, provided that You are the only entity using the SDK. Such license for the SDK shall be in addition to any licenses for the other portions of the Licensed Software acquired under this License Agreement.

ii. **Redistributable Code License Grant.** In addition to the rights granted in Section 18.1(i), Symantec grants to You a limited, non-exclusive, worldwide royalty-free license to reproduce and distribute the Veritas File System API Library (the “API Library”) that is included with the SDK, provided that the API Library is compiled in binary or object code form and reproduced and distributed only in conjunction with and as a part of an Application developed by You that adds significant and primary functionality to the SDK. If You redistribute the API Library, You agree:

a. If the Application is distributed outside of Your organization or is in any way provided to any third party, to distribute the Application containing the API Library pursuant to an end-user license agreement (which may be “break the seal,” “click wrap,” or signed), with terms no less protective than those contained in this License Agreement;

b. Not to use Symantec’s name, logo, or trademarks to market the Application;

c. To display Your own valid copyright notice on the Application which shall be sufficient to protect Symantec’s copyright in the API Library;

d. Not to remove or obscure any copyright, trademark, or patent notices that appear on the API Library as delivered to You;

e. To indemnify, hold harmless, and defend Symantec from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use or distribution of the Application; and

f. That Symantec reserves all rights not expressly granted.

iii. **Open Source Code.** Your license rights to the SDK are conditioned upon You not (a) creating derivative works of the SDK in any manner that would cause the SDK in whole or in part to become Open Source Code; or (b) distributing the SDK (or derivative works thereof) in any manner that would cause the SDK 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.

iv. **Disclaimers:** Notwithstanding any other provision of this License Agreement, the following terms shall be applicable to the SDK:

a. **Warranty Disclaimer.** **THE SDK 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. THE SDK IS PROVIDED GRATUITOUSLY AND, ACCORDINGLY, SYMANTEC SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE SDK. SYMANTEC WILL NOT PROVIDE DEVELOPER, ENGINEERING OR ANY TECHNICAL SUPPORT FOR THE SDK AND WILL NOT ISSUE UPDATES, UPGRADES, OR ENHANCEMENTS TO THE SDK.

b. **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 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 SDK EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.