THE SYMANTEC APPLIANCE THAT YOU HAVE PURCHASED (THE “HARDWARE”) CONTAINS BOTH A PROPRIETARY SOFTWARE PROGRAM(S) FROM SYMANTEC CORPORATION AS WELL AS THE MICROSOFT WINDOWS STORAGE SERVER 2008 R2 STANDARD (64-BIT) OPERATING SYSTEM (“WINDOWS”). WINDOWS IS PROVIDED UNDER THE MICROSOFT SOFTWARE LICENSE TERMS SPECIFIED BELOW. ALSO, UNLESS OTHERWISE IDENTIFIED (EITHER IN THIS AGREEMENT, IN WRITING IN THE DOCUMENTATION OR OTHERWISE BY THE BRANDING ON THE SOFTWARE), ALL SOFTWARE PROVIDED IN THE HARDWARE SHALL BE DEEMED SYMANTEC PROPRIETARY PROGRAMS. THE SYMANTEC PROPRIETARY PROGRAMS ARE GOVERNED BY THE FOLLOWING END USER LICENSE AGREEMENT.

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 (REFERRED TO BELOW AS “YOU” OR “YOUR”) 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 antispam rules for antispam 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.

“Licensed Software” means the Symantec software product, in object code form, accompanying this License Agreement, including any Documentation included in it, 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.

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 and solely in support of the original Hardware on which the software was pre-installed by Symantec or in support of any additional hardware distributed by Symantec for use in conjunction with or incorporation with the original Hardware.

2.1 TERM. The term of the Licensed Software license granted under this License Agreement shall remain in effect so long as it is operable on the Hardware.

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; nor (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 under a Support Certificate.

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. **USE LEVEL/LICENSE FOR HARDWARE.** The Licensed Software you have received with the purchase of the Hardware shall only be licensed for use by You in support of or in conjunction with the Hardware at the Use Levels as described in this Section. For any Licensed Software embedded in the Hardware, You have the right to use such Licensed Software only to the extent of supporting the applicable Hardware unit, including the original processors and disk drives included therein, that You have purchased from Symantec. If Symantec makes available additional hardware or parts (“Additional Parts”) for purchase in support of the original Hardware and Symantec distributes such Additional Parts to you, You have the right to use such Licensed Software also to support such Additional Parts when such Additional Parts are used in conjunction with or incorporated with the original Hardware. Otherwise, You may not transfer such Licensed Software to any other hardware or use the Licensed Software for any additional hardware or equipment not authorized by Symantec. For any Licensed Software included with the Hardware to be installed on separate computers or devices, You have the right to use such Licensed Software only in support of and in conjunction with the Hardware and subject to any limitations as provided in this License Agreement.

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. **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 theLicensed 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. For U.S. government procurements, the contractor's products are commercial items, as defined in FAR 2.101, and the technical data associated with the contractor's commercial items is subject to the limited rights restrictions defined in FAR 52.227-14 "Rights in Data - General" and DFARS 252.227-7015, “Technical Data - Commercial Items”, as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the technical data pertaining to the contractor's commercial items by the U.S. government shall be solely in accordance with the terms of this 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. 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 is the complete and exclusive agreement between You and Symantec relating to the Licensed Software and supersedes any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This License Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned.

17. **ADDITIONAL TERMS AND CONDITIONS FOR SYMANTEC BACKUP EXEC SOFTWARE.** If your Hardware contains the Symantec Backup Exec (“Backup Exec”) product, Your use of Backup Exec is subject to the terms and conditions below in addition to those stated above.

17.1 **DEFINITIONS.**

17.1.1 **Symantec Appliance:** For purposes of this License Agreement, if you have purchased Hardware and Backup Exec is included on such Hardware, You may only use Backup Exec installed on such Hardware for the server computing capacity and Usable Storage Capacity configured by Symantec and as made available by Symantec to support such Hardware (the “Symantec Appliance”).

17.1.2 **Usable Storage Capacity:** “Usable Storage Capacity” means the disk storage capacity from the integrated redundant disk array (“RAID”) included in the Hardware and the RAID level configured by Symantec for the applicable hardware unit.

17.1.3 **Server:** A “Server” is defined as 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.

17.1.4 **Disk Storage Device:** A “Disk Storage Device” is defined as an individual disk, tape, CD, Optical disk, or DVD device, acting as a complete stand-alone storage unit, or a storage unit within a multi-device disk or tape based storage system, attached to a computer for storing information.

17.1.5 **Domain Controller:** A “Domain Controller” is defined as a server on a Microsoft Windows-based network that is responsible for allowing host access to Windows domain resources, storing user account information, user authentication, and security policy enforcement for a Windows domain.

17.1.6 **Node:** A “Node” is defined as unique network or machine addresses, such as an internet protocol or MAC address, that is monitored by the Software.

17.2 **USE LEVELS.** For the Backup Exec Total Protection Appliance Edition, these additional license provisions shall apply.

17.2.1 You may use each included copy of the Licensed Software and related documentation on a the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition to perform data backup of physical or virtual servers up to the Usable Storage Capacity of the applicable Symantec Appliance.

17.2.3 You may use each included licensed Backup Exec database agent, remote agent or product option software made available with the purchase of a Symantec Appliance on any separate active Server, whether physical or virtual, to enable that individual Server to be protected by the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition.

17.2.4 You may use the included licensed copy of the Backup Exec Agent for Windows Systems software made available with the purchase of a Symantec Appliance to protect any separate Windows Server or Node, whether physical or virtual, by the applicable Symantec Appliance running the Backup Exec Total Protection Appliance Edition.

17.2.5 You may use the licensed copy of the Backup Exec Agent for Mac Systems, or the Backup Exec Remote Agent for Linux or Unix Servers software made available with the purchase of a Symantec Appliance for the purpose of enabling system access in order to protect any separate active Mac, Linux or Unix Server or Node, whether physical or virtual, by the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition.

17.2.6 If you have separately purchased a license of the Backup Exec Advanced Disk Backup Option (ADBO), You may use each separately purchased individual licensed copy of such software on a single active Backup Exec Media Server or Symantec Appliance running Backup Exec Total Protection Appliance Edition, whether physical or virtual, at any one time.
17.2.7 You may use the included licensed copy of the Backup Exec Agent for SharePoint software made available with the purchase of a Symantec Appliance on any separate active server to enable protection by the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition. Alternately, you may use the licensed copy of the Backup Exec Agent for SharePoint software made available with the purchase of a Symantec Appliance to protect any server SharePoint farm by the applicable Symantec Appliance. For distributed farm environments, each additional SharePoint server in the SharePoint farm (Web Front End, Index, Query, additional SharePoint database) requires an Agent for Windows Systems (AWS) as well.

17.2.8 You may use the included licensed copy of the Backup Exec Active Directory Recovery Agent software made available with the applicable Symantec Appliance on any active Domain Controller to enable granular recovery by any the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition.

17.2.9 You may connect to any Symantec Appliance running Backup Exec Total Protection Appliance Edition supported “stand alone” Disk Storage Devices (e.g., disk, removable disk drives, etc.) for the purposes of protecting such stand alone Disk storage Devices

17.2.10 If you have separately purchased a license of the Backup Exec NDMP Option, you may use each separately purchased individual licensed copy of such software on a single active server running Backup Exec Total Protection Appliance Edition, whether physical or virtual, at any one time. An individual licensed copy of the NDMP Option is required for EACH NDMP server appliance attached to a single active Server or Symantec Appliance running Backup Exec.

17.2.11 If you have separately purchased a license of the Backup Exec Desktop and Laptop Option (DLO), you may use each separately purchased individual licensed copy of such software on a single active Server or Symantec Appliance running Backup Exec Total Protection Appliance Edition, whether physical or virtual, at any one time, and can enable the protection of specified user data on the licensed number of desktop and/or laptop Nodes connected to a Server running Backup Exec by installing the associated DLO agent on each licensed desktop and/or laptop.

17.2.12 You may use the Agent for Windows Systems on Windows XP workstations to protect an unlimited number of Nodes connected to the Server running Backup Exec.

17.2.13 You may use an unlimited number of the Backup Exec Remote Administration Utility to remotely administer an unlimited number of Servers running Backup Exec.

17.2.14 You may use an unlimited number of the Backup Exec Microsoft Operations Manager (MOM) Management Pack to centrally monitor Backup Exec on an unlimited number of Servers.

17.2.15 You may use the included Backup Exec Agent for VMware Virtual Infrastructure (AVVI) software made available with the purchase of a Symantec Appliance to protect any VMware ESX host Server by the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition, and such host Server may protect an unlimited number of guest virtual machines that reside on the licensed VMware ESX host system. Each VMware ESX host Server that manages the guest virtual machines can utilize the Backup Exec AVVI license regardless of the specific VMware ESX host on which the guest virtual machines are running. The Backup Exec AVVI license allows for additional Backup Exec Agent for Windows System (AWS), Remote Agent for NetWare Servers (RANW), and Agent for Remote Linux and Unix Servers (RALUS) to be used in each guest virtual machine running on a VMware ESX host server that has been licensed with a Backup Exec AVVI license without purchasing additional licenses for those Agents. Other applications running in guest virtual machines can utilize any included licensed Backup Exec Agents for such applications to protect those applications solely by the Symantec Appliance running Backup Exec.

17.2.16 You may use the included Backup Exec Agent for Microsoft Hyper-V (AMHV) software made available with the purchase of a Symantec Appliance to protect any Microsoft Hyper-V by the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition, and such host server may protect an unlimited number of guest virtual machines that reside on the licensed Hyper-V host system. Each Microsoft Hyper-V host that manages the guest virtual machines can utilize the Backup Exec AMHV license. The Backup Exec AMHV license allows for additional Backup Exec Agent for Windows System (AWS), Remote Agent for NetWare Servers (RANW), and Agent for Remote Linux and Unix Servers (RALUS) to be used in each guest virtual machine running on a Microsoft Hyper-V host that has been licensed with a Backup Exec AMHV license without purchasing additional licenses for those Agents. Other applications running in guest virtual machines can utilize any included licensed Backup Exec Agents for such applications.

17.2.17 If you have separately purchased a license of the Backup Exec Remote Media Agent for Linux Servers, you may use each separately purchased individual licensed copy of such software on a single active Server or Symantec Appliance running Backup Exec, whether physical or virtual, at any one time.

17.2.18 You may use the included licensed copy of the Backup Exec Agent for Oracle on Windows or Linux Servers software made available with the purchase of a Symantec Appliance for each separate instance of Oracle or Oracle RAC to be protected in an environment by the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition.

17.2.19 You may use the included licensed copy of the Backup Exec Deduplication Option software made available with the purchase of a Symantec Appliance on the applicable Symantec Appliance running Backup Exec Total Protection Appliance Edition at any one time.
17.2.20 If you have separately purchased a license of the Backup Exec VTL Unlimited Drive Option (VUDO), You may use each separately purchased individual licensed copy of such Software per Server or Symantec Appliance running Backup Exec Total Protection Appliance Edition, whether physical or virtual, at any one time.

17.4 FEEDBACK.
This Software may request Your voluntary product feedback. By providing such feedback, You grant to Symantec, under Your intellectual property rights, a worldwide, royalty-free, irrevocable and non-exclusive license, with the right to sublicense to Symantec's licensees and customers, the rights to use and disclose the feedback in any manner Symantec chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Symantec's and its sublicensee's products embodying such feedback in any manner and in any media Symantec or its sublicensees choose, without reference or obligation to You.

17.5 PRIVACY; DATA PROTECTION FOR BACKUP FUNCTIONS.
As an essential function of the Software, Symantec may collect certain non-personally identifiable information from Your system for the purpose of product administration and analysis. This information will not be correlated with any personally identifiable information. By using the Software, You acknowledge that Symantec may collect, transmit, store, disclose and analyze such information for these purposes.

17.6 PRIVACY; DATA PROTECTION FOR CALL HOME FUNCTIONS.
If the Licensed Software you have licensed is installed on a Backup Exec 3600 Series unit, the Licensed Software contains a "Call Home" feature that will from time to time track and collect certain hardware and software operating information for support purposes. Such information may include the MAC address for the hardware unit, serial number for the unit, unit location and system health and software diagnostic information. If You do not wish to provide such information to Symantec, You may disable the "Call Home" information collection feature at any time through the procedures as specified in the applicable Documentation for the Backup Exec 3600 Series unit.

If you have enabled the "Call Home" feature, You may be provided with the opportunity to submit the following information: Your contact name, contact email address, contact telephone number and other personally identifiable information. Submitting this information is totally discretionary on Your part and is elective. If You do not wish to provide such information, please do not provide this information to Symantec.

Symantec will not delete the log information that has already been submitted, which will remain the property of Symantec.

If any information is transmitted to Symantec, the collected information will be used only for the purpose of fulfilling technical support requests received from You or Your network administrator and/or engaging in proactive network monitoring for technical defects. The collected 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 collected information, if transferred, receives an adequate level of protection. Any collected information will be maintained in a secure manner, and will not be correlated with any other personally identifiable information. Symantec will retain such information as long as necessary, in its reasonable discretion, to provide technical support for the Licensed Software. Symantec may disclose the collected information if asked to do so by a law enforcement official as required or permitted by law or in response to a subpoena or other legal process.

18. ADDITIONAL TERMS AND CONDITIONS FOR SYMANTEC SYMANTEC CRITICAL SYSTEMS PROTECTION SOFTWARE. If your Hardware contains the Symantec Critical Systems Protection ("SCSP") product, Your use of SCSP is subject to the terms and conditions below in addition to those stated above.

18.1 DEFINITIONS.
18.1 Symantec Appliance: For purposes of this License Agreement, if you have purchased Hardware and SCSP is included on such Hardware, You may only use SCSP installed on such Hardware as made available by Symantec to support such Hardware and to monitor such Hardware for security issues.

MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS STORAGE SERVER 2008 STANDARD

These license terms are an agreement between you and Symantec. Please read them. They apply to the software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

• updates,
supplements,
Internet-based services, and
support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not Symantec, licenses those to you.

This software does not transmit personally identifiable information from your server to Microsoft Corporation computer systems without your consent.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact Symantec to determine its return policy for a refund or credit.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

1. **USE RIGHTS.**
   a. **Server Software.** Server software provides functions or services on this server. You may access, boot from, display and run the primary operating copy of the server software only on this server. You may reinstall the server software on this server. You may not use the server software, or its components, on another server.
   b. **Device Software.** Device software allows a device (other than this server) to access or use the server software. You may install and use the device software on any number of devices.
   c. **Processor Rights.** You may use the server software with not more than 1 processor at any one time, unless a higher number of allowed processors is indicated on the Certificate of Authenticity for the software.

2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
   a. **Specific Use.** Symantec designed this server for a specific use. You may only use the software for that use. You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement, preventative maintenance, or to provide complimentary data storage functionality for this server.
   b. **Software Use Limits.** You are not licensed to use any of the following functions of the server software:
      i. Any use of the server software as a domain controller or any other use of DCPromo.exe.
      ii. **Network Infrastructure Services.** You may not use any functions of the server software necessary to support a server network infrastructure. For example, you may not use Routing and Remote Access Service (RRAS), Domain Name System (DNS), or Windows Internet Name Service (WINS). You may, however, use the Dynamic Host Configuration Protocol (DHCP) server function and any network infrastructure client functions, such as DNS or DHCP clients.
      iii. **Terminal Services.** This function enables devices to use server software, or other software used with the server software to provide similar services. Terminal Services may be used only to the extent required to manage the server Software in Remote Administration Mode.
   v. Any use of the following features or functions:
      • Active Directory Domain Services
      • Active Directory Certificate Services
      • Active Directory Federation Services
      • Active Directory Rights Management Services
      • Application Server
      • DNS Server
      • Hyper-V
      • Network Policy and Access Services
      • UDDI Services
      • Windows Deployment Services
c. **Limitation on Functions Supported by the Software.** Symantec licenses you to use the server software to support only the base functions as provided and installed on this server. You are not licensed to use the server to run or support
  
i. enterprise database software (such as Microsoft SQL Server), except non-enterprise engines such as Microsoft SQL Server 2005 Express Edition. The server software also may run or support enterprise database engines (including Microsoft SQL Server) that are integrated in and used only to support the server software as part of the specific use for which Symantec designed this server,

  ii. enterprise resource planning (ERP) software,

  iii. messaging or enterprise mail,

  iv. Microsoft Exchange or Microsoft SharePoint Portal Server,

  v. team collaboration software, and/or

  vi. web-based time management applications that address appointment, meeting and other calendar items.

  These limitations do not restrict use of the server for data management (such as providing storage and backup functions) for the software identified above.

e. **No CALs Required.** Devices that access or use functions of server software licensed under these license terms do not require a client access license (CAL). Obtaining a CAL for any Microsoft product does not grant you rights to use functions of the server software not licensed under these license terms.

3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Symantec and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact Symantec. Except and only to the extent permitted by applicable law despite these limitations, you may not:

   - work around any technical limitations in the software;
   - reverse engineer, decompile or disassemble the software;
   - make more copies of the software than specified in this agreement;
   - publish the software for others to copy;
   - rent, lease or lend the software; or
   - use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

You may use remote access technologies in the software such as Remote Desktop to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

4. **DATA STORAGE TECHNOLOGY.** The server software includes data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

5. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

   a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit [http://go.microsoft.com/fwlink/?linkid=34493](http://go.microsoft.com/fwlink/?linkid=34493). **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

   b. **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

      - **Windows Update Feature.** You may connect new hardware to the device when you run the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and run it on your device. You can switch off this update feature.
• **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.

• **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.

• **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software’s ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

• **Malicious Software Removal/Clean On Upgrade.** Before installation of the software, the software will check and remove certain malicious software listed at http://www.support.microsoft.com/?kbid=890830 (“Malware”) from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software’s Malware reporting functionality by following the instructions found at http://www.support.microsoft.com/?kbid=890830.

• **Network Connectivity Status Icon.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.

• **Windows Time Service.** This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.

  c. **Use of Information.** Microsoft may use the computer information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

  d. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else’s use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

6. **BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (”.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

7. **NOTICES ABOUT THE MPEG-4 VISUAL STANDARD.** The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

   USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (I) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

   If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; www.mpega.com.
8. **NOTICE ABOUT THE VC-1 VISUAL STANDARD.** This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:

   **THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD (“VC-1 VIDEO”) OR (B) DECODE VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.**

   If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; http://www.mpegla.com.

9. **SECONDARY BOOT AND RECOVERY COPIES OF THE SOFTWARE.**
   a. **Secondary Boot Copy.** If a secondary boot copy of the server software is installed on the server, you may access, boot from, display and run it solely in the event of a failure, malfunction, or corruption of the primary operating copy of the server software, and only until the primary operating copy has been repaired or reinstalled. You are not licensed to boot from and use both the primary operating copy and the secondary boot copy of the server software at the same time.
   b. **Recovery Copy.** You may use recovery copy solely to repair or reinstall the server software on the server.

10. **LEASED HARDWARE.** If you lease the server from Symantec, the following additional terms shall apply: (i) you may not transfer the software to another user as part of the transfer of the server, whether or not a permanent transfer of the software with the server is otherwise allowed in these license terms; (ii) your rights to any software upgrades shall be determined by the lease you signed for the server; and (iii) you may not use the software after your lease terminates, unless you purchase the server from Symantec.

11. **NO RENTAL.** You may not rent, lease, lend, or provide commercial hosting services with the software.

12. **PRODUCT SUPPORT.** Contact Symantec for support options. Refer to the support number provided with the device.

13. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.

14. **PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in Symantec’s software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see http://www.howtotell.com.

15. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.

16. **NOT FAULT TOLERANT.** The software is not fault tolerant. Symantec installed the software on the device and is responsible for how it operates on the device.

17. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

18. **NO WARRANTIES FOR THE SOFTWARE.** The software is provided “as is”. You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, Symantec and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.

19. **LIABILITY LIMITATIONS.** You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. $250.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

   This limitation applies to:
   - anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
   - claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.
It also applies even if Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

20. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.