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" OR "CLIENT") 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.

Note for Existing Clients: If You already have a manually executed agreement with Clearwell Systems, Inc. ("Clearwell") (a subsidiary of Symantec Corporation) or Symantec ("Master Contract"), this Agreement does not modify that Master Contract. However, this Agreement may provide You additional license rights and terms set forth below with respect to Evaluation Unit(s) and/or Loaner Unit(s) provided by Symantec, which You and Symantec agree are governed by Your Master Contract together with the terms of this License Agreement relating to such Evaluation Unit(s) and Loaner Unit(s).

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.

"Hardware" means the physical computer upon which the Licensed Software is installed.

"Products" or "Product" refers to Software and Hardware, collectively and individually.

"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, a written agreement between You and Symantec, that accompanies, precedes or follows this License Agreement, or a purchase order or other ordering document accepted by Symantec.

"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. Licensed Software does not include any third party applications which may be pre-installed on Hardware delivered with the Licensed Software; such third party applications are licensed separately under the terms of the end user license agreements which accompany such software.

"Maintenance/Support" means technical support purchased for Products which is provided and performed in accordance with Clearwell’s then-current standard applicable Maintenance/Support terms for such products and, if applicable, an additional Support Certificate issued by Symantec.

"Support Certificate" means the certificate sent by Symantec, if any, 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 17.1) 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, 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. **USE LEVEL/LICENSE FOR HARDWARE.** If You have purchased the Licensed Software pre-installed on 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 on the applicable License Instrument. 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 included therein, that You have purchased from Symantec. 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.

8. **LIMITED WARRANTY.**

8.1 **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.**

8.2 **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.**

8.3 **SUPPORT WARRANTY.** The following applies only in the absence of a separate Support Certificate (with included support warranty) issued by Symantec: Symantec warrants, for a period of thirty (30) days from the date of performance of Maintenance/Support, that such Maintenance/Support will be performed with reasonable care and skill. For Maintenance/Support not performed as warranted in this provision, and provided Client has reported such non-conformance to Clearwell within thirty (30) days of performance of such non-conforming Maintenance/Support, Clearwell will, at its discretion, either correct any nonconforming Maintenance/Support or refund the relevant fees paid for the nonconforming Maintenance/Support. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC’S BREACH OF THIS WARRANTY.**

9. **WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTION 8 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.**

10. **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 AND/OR MAINTENANCE/SUPPORT 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.**

11. **MAINTENANCE/SUPPORT.** Maintenance and support purchased for Products is provided and performed in accordance with Clearwell’s then-current standard applicable Maintenance/Support terms for such products and, if applicable, an additional Support Certificate issued by Symantec.

12. **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. 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 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.

13. **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.

14. 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.

15. 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.

16. 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.

17. GENERAL.

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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.

18. ADDITIONAL TERMS AND CONDITIONS. Your use of the Licensed Software is subject to the terms and conditions below in addition to those stated above.

18.1 Right To Use License Restrictions for Clearwell Modules.

18.1.1 Right to Use. Your use of the Products shall not exceed the data quantity or right to use license restrictions indicated in the License Instrument (“Right to Use” or “RTU”). A description of each Clearwell Module and applicable RTU restrictions is set forth in the License Instrument.
18.1.2 Platform Restrictions. As indicated in the License Instrument, the Products may be delivered to and deployed by You as the Clearwell E-Discovery Virtual Platform, the Clearwell E-Discovery Software Platform, or the Clearwell E-Discovery Hardware Platform. If the License Instrument indicates delivery as the Clearwell E-Discovery Virtual Platform, Your use of the Software shall not exceed the number of servers indicated on the License Instrument (for the avoidance of doubt, You may transfer the Software from one server to another, so long as the total number of servers on which the Software resides does not exceed the number indicated on the License Instrument). If the License Instrument indicates delivery as the Clearwell E-Discovery Software Platform, Your use of the Software shall be limited to the named server(s) indicated on the License Instrument (for the avoidance of doubt, You may not transfer the Software to another server without Symantec's express written permission). If the License Instrument indicates delivery as the Clearwell E-Discovery Hardware Platform, You may only use the Software as pre-loaded by Clearwell on the Hardware (for the avoidance of doubt, You may not deinstall, copy or transfer the Software to any other media or equipment).

18.2 Software License Description
18.2.1 Processing & Analysis Module:
Clearwell’s Processing & Analysis Module is licensed based on the amount of uncompressed data processed and analyzed in any data store, including PSTs, NSFs, Exchange servers, file shares or archives. Thus, 100GB of uncompressed data would be the limit for the Processing & Analysis Module with Software License RTU up to 100GB. You can delete or archive existing cases in order to free up processing and analysis capacity for new cases, as long as the total data processed and analyzed concurrently does not exceed the licensed data amount.

18.2.2 Pre-Processing, Processing & Analysis Module:
Clearwell Pre-Processing, Processing and Analysis Module is licensed based on the amount of uncompressed data pre-processing, processed and analyzed in any data store, including PSTs, NSFs, Exchange servers, file shares or archives. Thus, for Pre-Processing, Processing & Analysis Module with Software License RTU up to 100GB, You can process and analyze up to 100GB of uncompressed data. There is no limit on the amount of data that can be pre-processed. You can delete or archive existing cases in order to free up processing and analysis capacity for new cases, as long as the total data processed and analyzed concurrently does not exceed the licensed data amount.

18.2.3 Pre-Processing, Processing, Analysis and Review Module:
Clearwell’s Pre-Processing, Processing, Analysis and Review Module is licensed based on the amount of uncompressed data pre-processed, processed and reviewed in any data store, including PSTs, NSFs, Exchange servers, file shares or archives. Thus, for Pre-Processing Processing, Analysis and Review Module with Software License RTU up to 100GB, You can process, analyze and review up to 100GB of uncompressed data. There is no limit on the amount of data that can be pre-processed. You can delete or archive existing cases in order to free up processing and analysis capacity for new cases, as long as the total data processed and analyzed concurrently does not exceed the licensed data amount.

18.2.4 Identification & Collection Module
The Identification and Collection Module is licensed on a Per User (custodian) basis. A “User” or “custodian” means a named individual person for whom data is identified and collected by the Software. Thus, for Identification and Collection Module with Software RTU up to 1,000 custodians, Client can identify and collect data for 1,000 custodians. Custodian data sources include desktops and laptops, email servers, and network shares. The number of data sources collected for a custodian does not impact the custodian license count. Also, there is no limit on the amount of data that is identified and collected across the specified number of custodians. Data connectors for desktops, laptops, Microsoft Exchange Server and file shares are included. Additional fees may be incurred for data connectors that are licensed from 3rd parties.

18.2.5 Legal Hold Module
The Legal Hold Module is licensed on a Per User (custodian) basis. A “User” or “custodian” means a named individual person who can receive a legal hold notice through the Software. Thus, for Legal Hold Module with Software RTU up to 250 custodians, Client can send legal hold notices for 250 custodians. Clients can delete custodians from legal hold in order to free up capacity for new custodians. The total number of active custodians cannot exceed the licensed custodian amount. An individual custodian can receive multiple notices.

18.2.4 Platform Description
Clearwell E-Discovery Virtual Platform – VMWare Image:
Clearwell E-Discovery Virtual Platform - VMWare Image is a VMWare Image that provides a run-time image of the Clearwell E-discovery software application ("Software") for VMWare vSphere 4.x. You are responsible for procuring and providing VMWare vSphere 4.x platform and other third party hardware and software and associated support and maintenance. If this delivery option is selected by You, a full list of system requirements shall be provided by Symantec. If the Clearwell E-Discovery Virtual Platform - VMWare Image option is selected, Your use of the Software shall not exceed the number of servers indicated on this License Instrument (for the avoidance of doubt, You may transfer the Software from one server to another, so long as the total number of servers on which the Software resides does not exceed the number indicated on the License Instrument).

18.2.5 Clearwell E-Discovery Platform – Client Provided Hardware:
Clearwell E-Discovery Platform – Client Provided Hardware is an option for You to provide Your own hardware. This delivery method allows the Software to be installed for use on Client-procured hardware that is compatible with the Software. If this delivery option is selected by You, You must review Symantec’s published list of system requirements and purchase conforming equipment in order to receive the benefits of the express warranties of this License Agreement. For the avoidance of doubt, You are responsible for procuring maintenance and support for such third party hardware and software. If the Clearwell E-Discovery Platform – Client Provided Hardware option is selected, Your use of the Software shall be limited to the named server(s) indicated on the License Instrument (for the avoidance of doubt, You may not transfer the Software to another server without Symantec’s express written permission).

18.2.6 Clearwell E-Discovery Platform:

Clearwell E-Discovery Platform provides the Software pre-loaded on the hardware (“Hardware”). An annual Hardware support and maintenance fee is incurred with this delivery method. If the Clearwell E-Discovery Platform is selected, You may only use the Software as pre-loaded by Clearwell on the Hardware, and You may not deinstall or copy the Software, or transfer the Software to any other media or equipment.

18.3 Additional License Terms for Embedded Third Party Programs. The Licensed Software may include some or all of the following components from other vendors (“Third Party Components”). These Third Party Components are licensed under the terms of this License Agreement plus the additional provisions specified below for each Component:

18.3.1 MySQL from Oracle Corporation: Your use of MySQL is limited to running the object code version of MySQL solely as integrated with, and for running and extracting data from, the Licensed Software, which may include without limitation Your use of the Licensed Software for purposes of providing services for Your customers. You may not copy MySQL onto any public or distributed network or use MySQL as a general SQL server, a standalone application or with applications other than the Licensed Software.

18.3.2 JRockit from Oracle Corporation. Your use of JRockit is limited to running the object code version of JRockit solely as integrated with, and for running the Licensed Software. You may not use JRockit with any applications other than the Licensed Software. Oracle Corporation is a third party beneficiary of this License Agreement with respect to provisions relating to use of the JRockit component, and such provisions are also enforceable by Oracle Corporation as a third party beneficiary.

18.4 Evaluation and Loaner Units for existing Customers/Partners. The following section will replace Section 12 above and govern Your use of any Evaluation or Loaner Units, as defined in this section 18.4. Symantec may provide You Product(s) designated either for evaluation purpose (each, an “Evaluation Unit”) or short term loan (each, a “Loaner Unit”), as indicated by Symantec in writing. Your rights to use the applicable Evaluation Unit or Loaner Unit will be pursuant to the terms of your executed evaluation or loan agreement. If You do not have such an agreement with Symantec, the following terms and conditions shall apply to the Evaluation Unit(s) and/or Loaner Unit(s): Symantec grants to You a nonexclusive, temporary, royalty-free, non-assignable license to You to use Evaluation Units and Loaner Units only for the period of time (“Limited Term”), and for the use level enabled by the license key(s) provided by Clearwell. Evaluation Units are provided to allow You to evaluate the features and functionality of the Software to determine whether You will purchase a longer-term license to use the Product Software in your production environment and may not be used in a production environment. There is no acquisition charge for Loaner Unit(s) during the Limited Term. Loaner Units may be provided as a convenience to customers who have already purchased a license for the Licensed Software contained on the Loaner Unit, and Your use of the Loaner Unit is limited to the same capacity and/or usage restrictions as apply to your purchased license of the Licensed Software. For example, if you purchase a license for the Clearwell Legal Hold Module for 10 Users, and You receive a Loaner Unit, Your use of the Loaner Unit is limited to 10 Users. For service providers, this includes applicable consumption-related reporting and fees which also apply. Also, during the Limited Term, You will not cause or permit Evaluation Unit(s) and/or Loaner Unit(s) to be moved from their original installation location without Symantec’s prior written consent. Maintenance/Support is not included with Evaluation Unit(s) or Loaner Unit(s) under this Agreement; any assistance that Symantec may elect to provide for such Products hereunder is on an as-available, reasonable efforts basis without obligation. Maintenance/Support for Loaners for the Limited Term may be acquired by entering into a manually signed Loaner Agreement with Symantec. After expiration of the Limited Term, You must return Evaluation Unit(s) and/or Loaner Unit(s) promptly, and in their original received condition (absent reasonable wear and tear) to Symantec, at Your expense. If You do not return such items in a timely manner, then You agree Symantec may invoice You Symantec’s then-standard rates for each applicable Evaluation Unit or Loaner Unit, which shall be payable on terms net-30 from date of Symantec invoice. You also agree Symantec may invoice You on the same terms, for the replacement costs of any lost or damaged components of Evaluation Unit(s) and/or Loaner Unit(s). The Licensed Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Evaluation Units may not be used to process any live data or in any other production environment. Loaner Unit(s) and/or Evaluation Unit(s) are provided AS IS and with no 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.

18.5 PRIVACY; DATA COLLECTION. The Licensed Software may collect some or all of the following information from the Hardware and/or Your system on which the Licensed Software is installed: case names, IP addresses, fully qualified file names and user names, product performance information, system memory monitoring statistics, logs for the Licensed Software listing errors, warnings and information messages (the “Collected Information”). The Collected Information is logged for troubleshooting and diagnostic purposes on Your system and is only sent to Symantec for purposes of enabling Symantec to...
fulfill a technical support request from You or Your network administrator. Symantec may correlated the Collected Information with other information about You or Your product usage to enable Symantec to fulfill Your technical support request. The 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 information, if transferred, receives an adequate level of protection. Any such information obtained by the Licensed Software will be maintained in a secure manner. Symantec may disclose the 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.