Symantec Data Insight Third-Party Attributions Guide

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4.0

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JavaMail 1.4.3

Bootstrap

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JUnit 4.6.0

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Simile Timeline 2.3.0

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Simple Logging Facade for Java (SLF4J) 1.5.10

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Apache Tomcat v7.0.34

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Apache Portable Runtime 1.4.6

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DBD-SQLite-1.35

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GXT 3.0.1

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Version 2.0

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You are not entitled to any support for the Software under this Agreement. All support must be purchased separately and will be subject to the terms and conditions contained in the Sencha support agreement. You are entitled to receive minor version updates to the Software (i.e. versions identified as follows (X.Y, X.Y+1). You are not entitled to receive major version updates (i.e. X.Y, X+1.Y) or bug fix updates to the Software (X.Y.Z, X.Y.Z+1), unless purchased independently of this license.

11. MISCELLANEOUS

The license granted herein applies only to the version of the Software available when purchased (or downloaded in the case of Sencha Touch) in connection with the terms of this Agreement, and to any updates and/or upgrades to which you may be entitled. Any previous or subsequent license granted to You for use of the Software shall be governed by the terms and conditions of the agreement entered in connection with purchase or download of that version of the Software. You agree that you will comply with all applicable laws and regulations with respect to the Software, including without limitation all export and re-export control laws and regulations.

While redistributing the Software or Modifications thereof as part of Your Application, You may choose to offer acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Agreement. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on our behalf. You shall indemnify Us and our resellers, or at Our option, defend Us and our resellers against any claim, suit or proceeding brought against Us or our resellers (i) arising by reason of Your accepting any such support, warranty, indemnity or additional liability; or (ii) arising out of the use, reproduction or distribution of Your Application, except to the extent such claim is solely based on the inclusion of the Software therein.

Further, You agree only to distribute the Software pursuant to an enforceable written agreement for Our benefit that includes all the limitations and restrictions of this Agreement and is as protective of Us and Software as is this Agreement. For clarity, for Software for which you have paid a fee, You must purchase Designated User licenses for each contractor or consultant who uses the Software to create an Application on your behalf (including system integrators), whether or not such contractor or consultant has its own license to the Software.

You agree to be identified as a customer of ours and You agree that We may refer to You by name, trade name and trademark, if applicable, and may briefly describe Your business in our marketing materials and web site.

You may not assign or transfer this Agreement without Our prior written consent. This Agreement may be assigned by Us in whole or part and will inure to the benefit of Our successors and assigns. Notwithstanding the foregoing, in any instance in which You transfer ownership of an Application on a work for hire
basis, You may assign licenses for the total Designated Users that have used the
Software to develop said Application under this Agreement to another party
(Assigenee) provided (i) you provide written notice to Us prior to the effective date
of such assignment; and (ii) there is a written agreement, wherein the Assignee
accepts the terms of this Agreement. Upon any such transfer, the Assignee may
appoint new Designated Users.

You acknowledge that this Agreement is complete and is the exclusive
representation of our agreement. No oral or written information given by Us, Our
resellers, or otherwise on Our behalf shall create a warranty or collateral contract,
or in any way increase the scope of this Agreement in any way, and You may not
rely on any such oral or written information. No term or condition contained in
any purchase order shall have any force or effect.

There are no implied licenses or other implied rights granted under this
Agreement, and all rights, save for those expressly granted hereunder, shall
remain with Us and our licensors. In addition, no licenses or immunities are
granted to the combination of the Software and/or Modifications, as applicable,
with any other software or hardware not delivered by Us or Our resellers to You
under this Agreement. Your rights under this Agreement apply only to Software,
Modifications, and/or Applications for which all Designated Users are duly licensed
hereunder.

If any provision in this Agreement shall be determined to be invalid, such provision
shall be deemed omitted; the remainder of this Agreement shall continue in full
force and effect. If any remedy provided is determined to have failed for its
essential purpose, all limitations of liability and exclusions of damages set forth
in this Agreement shall remain in effect.

This Agreement may be modified only by a written instrument signed by an
authorized representative of each party. The failure of either party to enforce any
 provision of this Agreement may not be deemed a waiver of that or any other
 provision of this Agreement.

This Agreement is governed by the law of the State of California, United States
(notwithstanding conflicts of laws provisions), and all parties irrevocably submit
to the jurisdiction of the state or federal courts of the State of California and
further agree to commence any litigation which may arise hereunder in the state
or federal courts located in the judicial district of San Mateo County, California,
US.

If the Software or any related documentation is licensed to the U.S. Government
or any agency thereof, it will be considered to be “commercial computer software”
or “commercial computer software documentation,” as those terms are used in
48 CFR § 12.212 or 48 CFR § 227.7202, and is being licensed with only those rights
as are granted to all other licensees as set forth in this Agreement.