



**AMENDMENT 2
TO AMENDMENT TO SYMANTEC SOFTWARE LICENSE AGREEMENT**

Customer Company Name:	State of Oklahoma								
Address:	Contact Name:			Email:					
	Address:								
	Country:								
Symantec Agreement Number:	0	V	F	M	6	6	O	T	H
Effective Date:	September 27, 2012								

This Amendment 2 to Amendment to Symantec Software License Agreement ("Amendment 2") is entered into on the Effective Date above between Symantec Corporation ("Symantec") and State of Oklahoma ("Customer") and supplements and amends the terms of the Amendment to Symantec Software License Agreement between Symantec and Customer dated March 15, 2012 including all supplements and amendments thereto (collectively the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

For good and valuable consideration, the parties agree to amend the Agreement as follows:

1. The following EULAs are added and attached as follows:

- Symantec Security Information Manager v 4.7;
- Symantec Security Information Event Manager Appliance Hardware Warranty Agreement

2. With respect to the Symantec Security Information Event Manager Appliance Hardware Warranty Agreement, to the extent any limitation of liability contained therein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

3. With respect to the Symantec Security Information Event Manager Appliance Hardware Warranty Agreement, Section 10.2 (Governing Law; Severability; Waiver) is replaced with Section 6 (Governing Law; Severability; Waiver) of the Agreement.

4. With respect to the Symantec Security Information Event Manager Appliance Hardware Warranty Agreement, Section 10.3 (Entire Agreement) of the Hardware Agreement is amended to include the applicable sections of the original Agreement.

5. All other terms and conditions of the original Agreement are incorporated herein and shall remain in full force and effect, except to the extent that such terms and conditions may be inconsistent with the terms of this Amendment.

6. Each of the undersigned represents that he or she is duly authorized to sign this Amendment on behalf of their respective companies.

SYMANTEC CORPORATION	STATE OF OKLAHOMA
By: <i>Debi J. Gilliam</i>	By: <i>Alex Pettit</i>
Name: Debi J. Gilliam Manager, CBO Americas	Name: Alex Pettit
Title:	Title: State of Oklahoma CIO
Date: 09/27/2012	Date: 11/1/12





HARDWARE WARRANTY AGREEMENT

ATTENTION: PLEASE READ THE TERMS AND CONDITIONS OF THIS HARDWARE WARRANTY AGREEMENT (THE "WARRANTY AGREEMENT") CAREFULLY BEFORE USING THE HARDWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE HARDWARE (REFERENCED BELOW AS "YOU" OR "YOUR") AND SYMANTEC CORPORATION AND/OR ITS AFFILIATES ("SYMANTEC"). BY OPENING THE HARDWARE PACKAGE, USING THE HARDWARE, OR OTHERWISE INDICATING ASSENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS WARRANTY AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT OPEN THE HARDWARE PACKAGE AND/OR INDICATE YOUR REFUSAL BY MAKING NO USE OF THE HARDWARE.

1. **HARDWARE/SOFTWARE.** The hardware unit ("Hardware") that accompanies this Warranty Agreement is to be used only with the Licensed Software. The term "Hardware" includes any Symantec components or Symantec spare parts authorized by Symantec to be installed with the Hardware unit and the warranty terms under this Agreement shall be applicable to such item when included in the Hardware. "Licensed Software" means the Symantec and/or third party software product, in object code form, that is either pre-loaded, pre-installed, included as a media kit accompanying the Hardware, or separately installed as required by Symantec, including any documentation provided with such software. You may not use the Licensed Software separate from the Hardware unless You have purchased a separate license for such Licensed Software. Your use of the Licensed Software shall comply with the terms and conditions of the end user license agreement that accompanies the Licensed Software (the "Software Agreement").

2. **LIMITED WARRANTY.** Symantec warrants solely to You that the hardware components of the Hardware shall be substantially free from material defects in material and workmanship under normal authorized use and service and will substantially conform to the written documentation accompanying the Hardware for a period of thirty-six (36) months from the date of that Symantec accepts Your order for the applicable Hardware (the "Warranty Period"). Your sole and exclusive remedy for breach of this warranty, and Symantec's entire liability, shall be, at Symantec's sole option and discretion, for Symantec to use commercially reasonable efforts to repair or to provide a replacement of the defective hardware component with either a new or refurbished replacement hardware component.

Symantec shall not be responsible for any software, firmware, information, or data provided by You or a third party that is contained in, stored on or integrated with any hardware component returned to Symantec for repair or replacement, whether under warranty or not.

Any repaired parts or components or replacement parts or components provided by Symantec pursuant to any warranty service shall be warranted only for the remainder of the Warranty Period; provided, however, that Your warranty for such part or component may become void due to improper installation or other damage to such parts or components.

All defective Hardware, or component thereof, which has been replaced, shall become the property of Symantec. All defective hardware components of the Hardware which have been repaired shall remain Your property. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY, AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY FOR SYMANTEC'S BREACH OF THIS LIMITED WARRANTY.**

3. **WARRANTY AND RETURN PROCESS.** Upon discovery of any failure of the hardware components in the Hardware to conform to the applicable warranty during the Warranty Period, You are required to contact Symantec within ten (10) days after such failure and seek a return material authorization ("RMA") number. Symantec will promptly issue the requested RMA as long as Symantec determines that You meet the conditions for warranty service. The allegedly defective hardware component shall be returned to Symantec, securely and properly packaged, freight and insurance prepaid, with the RMA number prominently displayed on the exterior of the shipment packaging. Symantec will have no obligation to accept any hardware component which is returned without an RMA number. Transportation costs, if any, incurred in connection with the return of a hardware component to Symantec, shall be borne by You. Symantec shall pay any transportation costs incurred with the redelivery of the repaired or replaced hardware component. If Symantec reasonably determines that (i) the hardware component thereof, is functional or (ii) the allegedly defective hardware component is not covered by the terms of the warranty provided in Section 2, or that a warranty claim is made after the Warranty Period, Symantec shall have the right to charge You, and You shall pay to Symantec, any expenses incurred by Symantec for such warranty claim, including, without limitation, testing costs, administrative costs for processing the warranty claim, and/or transportation costs.

4. **HARDWARE WARRANTY REQUIREMENTS.** In order to exercise any of the warranty rights contained in this Warranty Agreement, You must have available an original sales receipt or bill of sale demonstrating proof of purchase with Your warranty claim and must comply with Symantec's then-current applicable RMA processes.

5. **HARDWARE WARRANTY SERVICE RESTRICTIONS/EXCLUSIONS.** The warranties contained in this Warranty Agreement will not apply to any Hardware which has been altered, supplemented, upgraded or modified in any way not authorized by Symantec or which has been repaired by a party other than Symantec or its authorized designee.

Symantec shall have no obligations under this Warranty Agreement to the extent that failure of a hardware component to comply with the limited warranties set forth herein results from or is attributable to: (i) events occurring after risk of loss passes to You such as loss or damage during shipment; (ii) negligence or misuse or abuse of the Hardware; (iii) use of the Hardware other than in accordance with Symantec's published specifications or user manual(s); (iv) any failure by You or a third party to comply with environmental and storage requirements for the Hardware specified by Symantec, including, without limitation, temperature or humidity ranges; (v) use of the Hardware in combination with any third-party devices or products that have not been provided or recommended by Symantec; (vi) improper installation or electrical supply, improper



maintenance, or any other mishandling (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible, defective, or inferior devices, supplies, or accessories, improper or insufficient ventilation) by anyone other than Symantec (or its representatives); or (vii) Your failure to implement, or to allow Symantec or its designee to implement, any corrections or modifications to the Hardware made available to You by Symantec.

6. WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTION 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 HARDWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE HARDWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

7. 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 WARRANTY 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 HARDWARE 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 HARDWARE.

8. U.S. GOVERNMENT RESTRICTED RIGHTS. This Hardware appliance You have purchased may include or can be used with the Licensed Software developed by Symantec Corporation. If so, 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.

9. EXPORT REGULATION. You acknowledge that the Hardware, Licensed Software and related technical data and services (each or 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 not to export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. 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.

10. GENERAL.

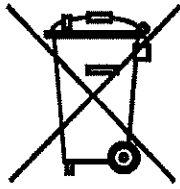
10.1. COMPLIANCE WITH APPLICABLE LAW. You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Hardware.

10.2. GOVERNING LAW; SEVERABILITY; WAIVER. If You are located in North America or Latin America, this Warranty Agreement will be governed by the laws of the State of California, United States of America. If You are located in China, this Warranty Agreement will be governed by the laws of the Peoples Republic of China. Otherwise, this Warranty 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 Warranty Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this Warranty Agreement shall remain in full force and effect. A waiver of any breach or default under this Warranty Agreement shall not constitute a waiver of any other subsequent breach or default.

10.3. ENTIRE AGREEMENT. This Warranty Agreement is the complete and exclusive agreement between You and Symantec relating to the Hardware and supersedes any previous or contemporaneous oral or written communications, proposals, and representations with respect to this subject matter. This Warranty 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. In the event of any conflict between the Hardware user documentation and this Warranty Agreement, the documents shall govern in the following order: this Warranty Agreement and the user documentation. This Warranty Agreement may only be modified by a signed written agreement between You and Symantec that accompanies or follows this Warranty Agreement.



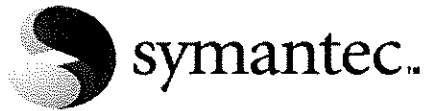
EU Batteries Directive



Products are marked with this symbol to show that they were produced after 13th August 2005, and should be disposed of separately from normal domestic/commercial waste so that they can be recycled.

Batteries in this product should be collected separately and not disposed of with domestic / commercial waste. Substances in batteries can have a potential negative impact on health and environment and therefore should be disposed of in the correct manner. Please contact Symantec at denvironment@symantec.com for details of the collection and recycling schemes available.

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SYMANTEC SOFTWARE LICENSE AGREEMENT

SYMANTEC CORPORATION AND/OR ITS AFFILIATES ("SYMANTEC") IS WILLING TO LICENSE THE LICENSED SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE LICENSED SOFTWARE (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT ("LICENSE AGREEMENT"). READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY 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.

"License Instrument" means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Symantec license certificate or a similar license document issued by Symantec, or a written agreement between You and Symantec, that accompanies, precedes or follows this License Agreement.

"Licensed Software" means the Symantec software product, in object code form, accompanying this License Agreement, including any Documentation included in, or provided for use with, such software or that accompanies this License Agreement.

"Support Certificate" means the certificate sent by Symantec confirming Your purchase of the applicable Symantec maintenance/support for the Licensed Software.

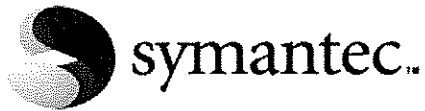
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"Use Level" means the license use meter or model (which may include operating system, hardware system, application or machine tier limitations, if applicable) by which Symantec measures, prices and licenses the right to use the Licensed Software, in effect at the time an order is placed for such Licensed Software, as indicated in this License Agreement and the applicable License Instrument.

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2.1 **TERM.** The term of the Licensed Software license granted under this License Agreement shall be perpetual (subject to Section 14) unless stated otherwise in Section 17 or unless You have obtained the Licensed Software on a non-perpetual basis, such as, under a subscription or term-based license for the period of time indicated on the applicable License Instrument. If You have obtained the Licensed Software on a non-perpetual basis, Your rights to use such Licensed Software shall end on the applicable end date as indicated on the applicable License Instrument and You shall cease use of the Licensed Software as of such applicable end date.

3. **LICENSE RESTRICTIONS.** You may not, without Symantec's prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software except as expressly provided in this License Agreement; (ii) creation of any derivative works based on the Licensed Software; (iii) reverse engineering, disassembly, or decompiling of the Licensed Software (except that You may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (iv) use of the Licensed Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby You operate or use the Licensed Software for the benefit of a third party; (v) use of the Licensed Software by any party other than You; (vi) use of a later version of the Licensed Software other than the version that accompanies this License



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6. **UPGRADES/CROSS-GRADES.** Symantec reserves the right to require that any upgrades (if any) of the Licensed Software may only be obtained in a quantity equal to the number indicated on the applicable License Instrument. An upgrade to an existing license shall not be deemed to increase the number of licenses which You are authorized to use. Additionally, if You upgrade a Licensed Software license, or purchase a Licensed Software license listed on the applicable License Instrument to cross-grade an existing license (i.e. to increase its functionality, and/or transfer it to a new operating system, hardware tier or licensing meter), then Symantec issues the applicable Licensed Instrument based on the understanding that You agree to cease using the original license. Any such license upgrade or cross-grade is provided under Symantec's policies in effect at the time of order. This License Agreement does not separately license You for additional licenses beyond those which You have purchased, and which have been authorized by Symantec as indicated on the applicable License Instrument.

7. **LIMITED WARRANTY.**

7.1. **MEDIA WARRANTY.** If Symantec provides the Licensed Software to You on tangible media, Symantec warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Symantec will replace any defective media returned to Symantec within the warranty period at no charge to You. The above warranty is inapplicable in the event the Licensed Software media becomes defective due to unauthorized use of the Licensed Software. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

7.2. **PERFORMANCE WARRANTY.** Symantec warrants that the Licensed Software, as delivered by Symantec and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by You to Symantec within the ninety (90) day warranty period, Symantec will do one of the following, selected at Symantec's reasonable discretion: either (i) repair the Licensed Software, (ii) replace the Licensed Software with software of substantially the same functionality, or (iii) terminate this License Agreement and refund the relevant license fees paid for such non-compliant Licensed Software. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

8. **WARRANTY DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SYMANTEC MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, AND UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE FEES YOU PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT SYMANTEC'S LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED



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10. **MAINTENANCE/SUPPORT.** Symantec has no obligation under this License Agreement to provide maintenance/support for the Licensed Software. Any maintenance/support purchased for the Licensed Software is subject to Symantec's then-current maintenance/support policies.

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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 to export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Symantec products, including the Controlled Technology are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

14. **TERMINATION.** This License Agreement shall terminate upon Your breach of any term contained herein. Upon termination, You shall immediately stop using and destroy all copies of the Licensed Software.

15. **SURVIVAL.** The following provisions of this License Agreement survive termination of this License Agreement: Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Restricted Rights, Export Regulation, Survival, and General.

16. **GENERAL.**

16.1. **ASSIGNMENT.** You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior express written consent.

16.2. **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software.

16.3. **AUDIT.** An auditor, selected by Symantec and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Licensed Software complies with this License Agreement and the applicable License Instrument. Symantec shall bear the costs of any such audit, except where the audit demonstrates that the Manufacturer's Suggested Reseller Price (MSRP) value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse Symantec for the auditor's reasonable actual fees for such audit.

16.4. **GOVERNING LAW; SEVERABILITY; WAIVER.** If You are located in North America or Latin America, this License Agreement will be governed by the laws of the State of California, United States of America. If you are located in China, this License Agreement will be governed by the laws of the Peoples Republic of China. Otherwise, this License Agreement will be governed by the laws of England. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the



maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

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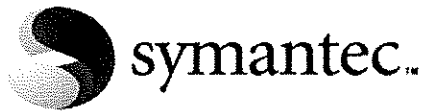
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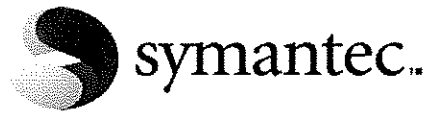
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