

READ THIS FIRST

The Symantec Complimentary Software Tool License Agreement applies to all of the tools in the \NOSUPRT folder and all subfolders.

SYMANTEC COMPLIMENTARY SOFTWARE TOOL LICENSE AGREEMENT

Symantec is making the following software tool available to You on a complimentary basis to assist You. Please note that Symantec is able to perform only limited quality assurance tests on this type of complimentary tool. For this reason, Symantec provides the software tool on an "AS IS" basis. Symantec does not provide any maintenance nor support on complimentary tools, although You may be able to engage Symantec at current consulting rates to perform services to assist You in using the software tool. The software tool is subject to the terms and conditions detailed in the following license agreement. Please be sure to follow the usage instructions posted on the Web site or contained in the Readme file that accompanies the software.

SYMANTEC COMPLIMENTARY SOFTWARE TOOL LICENSE AGREEMENT

SYMANTEC CORPORATION AND/OR ITS SUBSIDIARIES ("SYMANTEC") IS WILLING TO LICENSE THIS COMPLIMENTARY SOFTWARE TOOL AS PART OF THE SOFTWARE AND DOCUMENTATION (THE "PRODUCT") WITH WHICH THIS SOFTWARE TOOL WAS DELIVERED, OR WITH WHICH THIS SOFTWARE TOOL IS INTENDED TO FUNCTION, TO YOU AS AN INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE PRODUCT (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT (THE "AGREEMENT"). THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BEFORE YOU CLICK ON THE "I ACCEPT" OR "CONTINUE" BUTTON OR OTHERWISE INDICATE ASSENT FOR CONTINUING THE DOWNLOAD PROCESS, PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEN SYMANTEC IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, IN WHICH CASE YOU SHOULD CLICK THE "CANCEL" OR OTHER SIMILAR BUTTON, AND NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE TOOL. BY CLICKING ON THE "I ACCEPT" "CONTINUE" OR OTHER SIMILAR BUTTON AND DOWNLOADING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

License Grant. The complimentary software tool that accompanies this license (the "Software") is the property of Symantec or its licensors and is protected by copyright law. While Symantec continues to own the Software, You will have certain limited rights to use the Software after Your acceptance of this license. Your rights and obligations with respect to the use of this Software are as follows:

YOU MAY:

- (i) use one copy of the Software and any accompanying documentation for Your internal purposes in conjunction with the Product; and
- (ii) make one copy of the Software and documentation for archival purposes.

You may not:

- (i) use the Software on any computing systems other than Your own;
- (ii) sublicense, rent or lease any portion of the Software; or
- (iii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software, or create derivative works from the Software.

Warranty Disclaimer. THE SOFTWARE IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. THIS SOFTWARE IS PROVIDED GRATUITOUSLY AND, ACCORDINGLY, SYMANTEC SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE SOFTWARE. SYMANTEC WILL NOT PROVIDE TECHNICAL SUPPORT FOR THIS SOFTWARE AND WILL NOT ISSUE UPDATES, UPGRADES, NOR ENHANCEMENTS TO THIS SOFTWARE.

Disclaimer of Damages. SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

US GOVERNMENT RESTRICTED RIGHTS LEGEND. All Symantec products and documentation are commercial in nature. The software and software documentation are "Commercial Items", as that term is defined in 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. section 252.227-7014(a)(5) and 48 C.F.R. section 252.227-7014(a)(1), and used in 48 C.F.R. section 12.212 and 48 C.F.R. section 227.7202, as applicable. Consistent with 48 C.F.R. section 12.212, 48 C.F.R. section 252.227-7015, 48 C.F.R. section 227.7202 through 227.7202-4, 48 C.F.R. section 52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable, Symantec's computer software and computer software documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this license agreement. Manufacturer is Symantec Corporation, 20330 Stevens Creek Blvd., Cupertino, CA 95014, United States of America.

Export Regulation. Export or re-export of this Software is governed by the laws and regulations of the United States and import laws and regulations of certain other countries. Export or re-export of Software to any entity on the Denied Parties List and other lists promulgated by various agencies of the United States Federal Government is strictly prohibited.

General Terms. If You are located in North America or Latin America, this Agreement will be governed by the laws of the State of California, United States of America. Otherwise, this Agreement will be governed by the laws of England. This Agreement and any related License Module is the entire agreement between You and Symantec relating to the Software and: (i) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional

terms of any quote, order, acknowledgment or similar communications between the parties. This Agreement shall terminate upon Your breach of any term contained herein and You shall cease use of and destroy all copies of the Software. The disclaimers of warranties and damages and limitations on liability shall survive termination. This Agreement may only be modified by a License Module which accompanies this license or by a written document which has been signed by both You and Symantec. Should You have any questions concerning this Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Customer Service, 555 International Way, Springfield, OR 97477, U.S.A., (ii) Symantec Customer Service Center, PO BOX 5689, Dublin 15, Ireland, or (iii) Symantec Customer Service, 1 Julius Ave, North Ryde, NSW 2113, Australia.

