

SYMANTEC™ IT MANAGEMENT SUITE PRODUCTS

Specific Program Documentation

The CA software program(s) ("CA Software") listed below is provided under the following terms and conditions in addition to any terms and conditions referenced on the CA quote or other transaction document entered into by you and the CA entity ("CA") through which you obtained a license for the CA Software. These terms shall be effective from the effective date of such ordering document.

Program Name: Symantec IT Management Suite (ITMS)

1. DEFINITIONS.

"Client" means a desktop or laptop computer or other common client device such as thin client and point-of-service computer that requests, through a network or the Internet, access to data, software, or service (e.g., requesting for file transfers, remote logins, printing, or other available services).

"Concurrent User" means Users that are simultaneously using the Software at the same point in time.

"Device" means a Client, Server, SNMP Device or Virtual Machine that uses or benefits from the Software. Notwithstanding the foregoing, if the Software is the Asset Management Solution then the term "Device" shall mean a Concurrent User; or if the Software is the Symantec Deployment Solution for Configuration Centers then the term "Device" shall mean an Imaged System (as defined below).

"Node" means a Client, Server, SNMP Device or Virtual Machine that uses or benefits from the Software. Notwithstanding the foregoing, if the Software is the Asset Management Solution then the term "Node" shall mean a Concurrent User; or if the Software is the Symantec Deployment Solution for Configuration Centers then the term "Node" shall mean an Imaged System (as defined below).

"Processor" also referred to as "CPU", is defined as the logic circuitry that responds to and processes the instruction that runs a computer and/or that accesses or runs the software. Each processor may be comprised of multiple processing cores which may each independently act as individual processors.

"Server" means a standalone system or 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.

"Server Limit" means no more than forty-nine percent (49%) of the licenses You obtained for the Software either as a standalone product or as part of a product suite may be used, in the aggregate, to manage Nodes that are Servers.

"SNMP Device" means a device that supports Simple Network Management Protocol, including, without limitation, routers, switches, printers, or modem racks that is identified and stored by the Software and is tracked or managed by the Software. For the avoidance of doubt, an SNMP Device does not include a Client, Server, or an Imaged System.

"Virtual Machine" means a software emulation of a computing environment (i.e., a computer such as a desktop, laptop or server) or a program or an operating system (e.g., VMware, Virtual PC, Virtual Server) that is installed on a computing environment. For the avoidance of doubt, the term emulation shall also include an instance (physical or virtual) of the Software. An "instance" means a single execution of the Software by executing the Software's setup or install procedure. An "instance" shall also include a duplication of an existing instance. References to "Software" in this License Agreement include "instances" of the Software.

"User" means an individual person which is authorized by You to use, and/or benefits from the use of, the Software, or is the person which actually uses any portion of the Software.

2. USE RIGHTS AND LIMITATIONS.

A. Virtual Machine Use. You must have a license for each Virtual Machine that benefits from and/or is managed by the Software.

B. A license for the Software is consumed once a Node has been managed or inventoried by the Software. A Node has been managed or inventoried by the Software once the Software, or a portion of the Software such as an agent, has (a) been run locally on a Node, (b) remotely gathered inventory or status from a Node, (c) configured or changed a setting of or migrated settings to or from a Node, (d) participated in the creation or deployment of a disk image, or (e) otherwise performed any management functionality, including remote management functionality that such particular Software has been designed to perform with respect to a Node. You must purchase a sufficient number of licenses for the applicable Software to cover all Nodes managed or inventoried by such Software.

C. Symantec IT Management Suite.

1. Except as otherwise set forth in Section 2(C)(2) below, if the Order Confirmation indicates that You have obtained a license for Symantec IT Management Suite ("ITMS"), for purposes of Section 2(C), the Software is ITMS, and You may, subject to the Server Limit, use each individual Software product included in ITMS to manage up to a number of Nodes that does not exceed the number of Node licenses You have obtained for ITMS, as indicated in the applicable Order Confirmation.

2. Notwithstanding the foregoing, the following terms shall apply to Your use of the Software listed below as included in ITMS:

(a) if the individual Software products are Symantec Inventory Pack for Servers and Symantec Monitor Solution for Servers, You may use each such Software product to manage up to a number of Nodes that are Clients or Servers or any combination thereof, provided that Your use of each such Software product does not exceed the number of Node licenses You have obtained for ITMS, as indicated in the applicable Order Confirmation.

(b) if the individual Software product is Symantec Deployment Solution for Clients or Servers, You may, subject to the Server Limit and Section 2(J)(2) below, use the Software to manage up to a number of Nodes that are Clients or Servers, provided that such use, when aggregated, does not exceed the number of Node licenses You have obtained for ITMS, as indicated in the applicable Order Confirmation.

(c) if the individual Software product is Symantec Asset Management Solution ("Asset Solution"), then for every ITMS License Block You purchase You obtain one license of Asset Solution, each of which entitles You to one Node of the respective Software. "ITMS License Block" means a block of 300 ITMS licenses. For the avoidance of doubt, an ITMS License Block is calculated on a cumulative basis in increments of 300 ITMS licenses, so whether You have 1 or 300 ITMS licenses it is still considered one ITMS License Block; the aggregate number of ITMS License Blocks shall be calculated based on the aggregate number of ITMS licenses You have obtained, as indicated in the applicable Order Confirmation(s).

3. The Workflow Solution distributed as part of IT Management Suite will be accessible to You, and may only be used, if the Order Confirmation indicates that you have obtained at least 1,000 Node licenses for ITMS.

D. Symantec Client Management Suite.

If the Order Confirmation indicates that You have obtained a license for Symantec Client Management Suite ("CMS"), for purposes of Section 2(D), the Software is CMS, and You may use each individual Software product included in CMS to manage up to a number of Clients that does not exceed the number of Client licenses You have obtained for CMS, as indicated in the applicable Order Confirmation. If the Software is Symantec Deployment Solution for Clients then, in addition to the foregoing terms in this Section, Your use of such Software is also subject to Section 2(J)(2) below.

The Workflow Solution distributed as part of Client Management Suite will be accessible to You, and may only be used, if the Order Confirmation indicates that you have obtained at least 1,000 Client licenses for CMS.

E. Symantec Server Management Suite.

If the Order Confirmation indicates that You have obtained a license for Symantec Server Management Suite ("SMS"), for purposes of Section 2(E), the Software is SMS, and You may use each individual Software product included in SMS to manage up to a number of Nodes that are Clients or Servers or any combination thereof, provided that Your use of each such Software product does not exceed the number of Node licenses You have obtained for SMS, as indicated in the applicable Order Confirmation. If the Software is Symantec Deployment Solution for Servers then, in addition to the foregoing terms in this Section, Your use of such Software is also subject to Section 2(J)(2) below.

The Workflow Solution distributed as part of Server Management Suite will be accessible to You, and may only be used, if the Order Confirmation indicates that you have obtained at least 500 Node licenses for SMS.

F. Symantec Asset Management Suite.

If the Licensed Instrument indicates that You have obtained a license to Symantec Asset Management Suite ("AMS"), for purposes of Section 2(F), the Software is AMS, and You may use each individual Software product included in AMS for up to a number of Concurrent Users that does not exceed the number of Concurrent User licenses You have obtained for AMS, as indicated in the applicable Order Confirmation.

G. Symantec Inventory Solution, Symantec Software Management for Clients and Servers, and Symantec Patch Management for Servers.

If the Order Confirmation indicates that You have obtained Symantec Inventory Solution, Symantec Software Management for Clients and Servers, and/or Symantec Patch Management for Servers, each as a standalone Software product, for purposes of Section 2(G), the Software is each such product, as indicated in the applicable Order Confirmation, and You may use each such Software product to manage up to a number of Nodes that are Clients or Servers or a combination thereof, provided that Your use of each such Software product does not exceed the number of Node licenses You have obtained for each such Software product, as indicated in the applicable Order Confirmation.

H. Symantec Patch Management Solution for Clients.

If the Order Confirmation indicates that You have obtained a license for Symantec Patch Management Solution for Clients as a standalone Software product, for purposes of Section 2(H), the Software is Symantec Patch Management Solution for Clients, and You may use the Software to manage up to a number of Clients that does not exceed the number of Client licenses You have obtained for the Software, as indicated in the applicable Order Confirmation. For the avoidance of doubt, You may not use the Symantec Patch Management Solution for Clients on any Server under any circumstances.

I. Symantec Deployment Solution for Clients and Symantec Deployment Solution for Servers.

1. If the Licensed Instrument indicates that You have obtained a license for Symantec Deployment Solution for Clients ("DS for Clients") and/or Symantec Deployment Solution for Servers ("DS for Servers"), each as a standalone Software product, for purposes of Section 2(I), the Software is each such product, as indicated in the applicable Order Confirmation, and You may use each such Software to manage up to a number of Nodes that are Clients or Servers, provided that such use, when aggregated, shall not exceed the number of Node licenses You have obtained for the Software, as indicated in the applicable Order Confirmation.

2. For the avoidance of doubt, CA may deliver license keys for each standalone Software that may also include license keys for the other standalone Software which, when the license keys are aggregated, may exceed the number of Node licenses You have obtained for such Software. In such circumstances, Your aggregate use of the license keys for each standalone Software shall not, at any time, exceed the number of Node licenses You have obtained for such Software, as indicated in the applicable Order Confirmation.

J. Symantec Deployment Solution for Configuration Centers for Clients One Time Use and Symantec Deployment Solution for Configuration Centers for Servers One Time Use.

1. Subject to Sections 2(K)(2) through 2(K)(6) below, if the Order Confirmation indicates that You have obtained Symantec Deployment Solution Configuration Center for Clients One Time Use ("DSCC Clients") and/or Symantec Deployment Solution Configuration Center for Servers One Time Use ("DSCC Servers"), for purposes of Section 2(J), the Software is each such product, as indicated in the applicable Order Confirmation, and You may use each license of the Software with no more than one Node that is a Client, if the Software is DSCC Clients or one Node that is a Server, if the Software is DSCC Servers. Once You have used a license of the applicable Software with a Node that is a Client or a Server (as applicable), such license shall be deemed consumed and You may not reuse such consumed license. To use the Software with the same Node that is a Client or a Server (as applicable) You must purchase an additional license for the applicable Software. Your use of the Software shall not exceed the number of licenses You have obtained for the applicable Software, as indicated in the applicable Order Confirmation.

2. For the avoidance of doubt, You may use those executable components of the applicable Software specified in the Documentation, as necessary, to enable the redeployment of a disaster recovery image from the boot disk ("Ghost") to:

(a) create or deploy an image of a hard drive onto an individual computer system configured for resale by You ("System(s)");

(b) create a disaster-recovery image file of such hard drive on removable media, or on another partitioned hard drive within the System, one for each System which You configured using the applicable Software ("Imaged System"); and

(c) provide Your end user purchaser of an Imaged System with either (i) a recovery CD/DVD accompanying the Imaged System, or (ii) a hidden recovery partition in the hard disk of the Imaged System, both of which would contain a recovery image and the applicable Software recovery executable that allow Your end user to redeploy the disaster recovery image on to the hard drive of the original Imaged System, or a replacement hard drive of the original Imaged System, but which does not allow Your end user to relocate such image to a new replacement computer system or update the computer's image to something different than the original factory image. You may select the pertinent Ghost recovery executables from the options contained in the applicable Software.

For the avoidance of doubt, the use rights as set forth in this Section for one specific System shall together be considered one consumed license for the applicable Software.

3. For each manufacturing location where the applicable Software is used for the purposes set forth in this Section 2(K), You may make a single uninstalled copy of such Software for archival purposes. All such copies shall be complete copies, and shall include all copyrights, trademarks, and other notices included with the original applicable Software. Except as provided in this Section 2(K), You may not otherwise copy the applicable Software or Documentation without CA's prior written consent.

4. You are authorized to use the applicable Software only in Your country of purchase.

5. Notwithstanding anything to the contrary in the terms and conditions referenced on the CA quote or other transaction document entered into by you and CA through which you obtained a license for the CA Software, the following terms shall apply to Your use of the Software: (a) You shall not use the Software for Your internal business purposes (i.e. shall not be used for configuring equipment for Your internal corporate usage); (b) You shall not distribute any portion of the Software (except for Ghost recovery tools from the Software as provided in Section 2(K)(2)(c) above to Your end user customers or other third parties; and (c) You shall not use the Software to provide technical assistance/support services for Your end user customers (e.g., You shall not use the Software to re-image Your end user's systems).

6. Maintenance/Support is not available for the Software.

K. If the Order Confirmation indicates that You have received a license for DS for Clients and/or DS for Servers either as a standalone Software product or as part of Your license to ITMS, CMS, or SMS or that You have received a license for DSCC Clients or DSCC Servers the following additional terms and conditions shall apply.

Linux Kernel. The Linux Kernel component is not governed by this License Agreement. If You choose to install and use the Linux Kernel, Your use of that component will be subject to and governed by the terms of a separate license agreement, the GNU General Public License, version 2.0, ("GPL") located at <http://www.gnu.org/licenses/gpl-2.0.html>. Source Code for the Linux Kernel included with this product is available at <http://www.symantec.com/support/index.jsp> in the Technical Notes related to this product. If You do not agree to such terms for use of the Linux Kernel, do not install or use such component.

L. Certain features, components and tools of the Software ("Add-ons") may be made available to You as separate downloads provided that You have a valid license to any applicable Software. In such case, You may use the Add-ons in accordance with applicable use documentation provided with them and/or the Software and under the terms and conditions of this License Agreement.

M. Your Order Confirmation will constitute proof of Your right to make and use such copies of the Software. If no Order Confirmation accompanies, precedes, or follows this License Agreement, You are not authorized to use the Software.