

SYMANTEC SOFTWARE SERVICE LICENSE AGREEMENT
Norton 360

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (“LICENSE AGREEMENT”) CAREFULLY BEFORE USING THE SOFTWARE (AS DEFINED BELOW). SYMANTEC CORPORATION, IF YOU ARE LOCATED IN THE AMERICAS; OR SYMANTEC ASIA PACIFIC PTE LTD, IF YOU ARE LOCATED IN THE ASIA PACIFIC RIM OR JAPAN; OR SYMANTEC LIMITED, IF YOU ARE LOCATED IN EUROPE, THE MIDDLE EAST OR AFRICA (“SYMANTEC”) IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY OPENING THIS PACKAGE, BREAKING THE SEAL, CLICKING THE “I AGREE” OR “YES” BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “CANCEL” OR “NO” BUTTON OR OTHERWISE INDICATE REFUSAL, MAKE NO FURTHER USE OF THE SOFTWARE, AND CONTACT YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 12 OF THIS LICENSE AGREEMENT, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE MONEY YOU PAID FOR THE SOFTWARE (LESS SHIPPING, HANDLING, AND ANY APPLICABLE TAXES EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING, AND TAXES ARE REFUNDABLE) AT ANY TIME DURING THE SIXTY (60) DAY PERIOD FOLLOWING THE DATE OF PURCHASE.

1. License:

The software, including all its accompanying features, and software documentation, including any product packaging (the “Documentation”), that accompanies this License Agreement (collectively the “Software”) is the property of Symantec or its licensors, and is protected by copyright law. Although Symantec continues to own the Software, after Your acceptance of this License Agreement You will have certain rights to use the Software during the Service Period. The “Service Period” shall begin on the date of Your initial installation of a copy of the Software, regardless of the number of copies of the Software that you are permitted to use in accordance with Section 1.A of this License Agreement, and shall last for the period of time set forth in the Documentation or the applicable transaction documentation from the authorized distributor or reseller from which You obtained the Software. The Software may automatically deactivate and become non-operational at the end of the Service Period, and You will not be entitled to receive any feature or content updates to the Software unless the Service Period is renewed. Subscriptions for renewals of the Service Period will be available in accordance with Symantec’s support policy posted at http://www.symantec.com/techsupp/support_policy.html.

This License Agreement governs any releases, revisions, updates or enhancements to the Software that Symantec may make available to You. Except as may be modified by the Documentation, and subject to Symantec’s right to terminate for Your breach pursuant to Section 11, Your rights and obligations under this License Agreement with respect to the use of this Software are as follows.

During the Service Period, You may:

- A. use one copy of the Software on a single computer. If a greater number of copies and/or number of computers is specified within the Documentation or the applicable transaction documentation from the authorized distributor or reseller from which You obtained the Software, You may use the Software in accordance with such specifications;
- B. make one copy of the Software for back-up or archival purposes, or copy the Software onto the hard disk of Your computer and retain the original for back-up or archival purposes;
- C. use the Software on a network, provided that You have a licensed copy of the Software for each computer that can access the Software over that network; and
- D. permanently transfer all of Your rights in the Software granted under this License Agreement to another person or entity, provided that You retain no copies of the Software and the transferee agrees to the terms of this License Agreement. Partial transfer of Your rights under this License Agreement shall not be permitted. For example, if the applicable documentation grants You the right to use multiple copies of the Software, only a transfer of the rights to use all such copies of the Software would be valid.

You may not, nor may You permit any other person to:

- A. sublicense, rent or lease any portion of the Software;
- B. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software or create derivative works from the Software;
- C. use the Software as part of a facility management, timesharing, service provider or service bureau arrangement; or
- D. use the Software in any manner that is not permitted pursuant to this License Agreement.

2. Software Feature and Content Updates:

A. You shall have the right to receive new features to the Software as Symantec, in its sole discretion, makes such features available with the Software during Your Service Period. Symantec may, at its discretion, add, modify or remove features from the Software at any time with or without notice to You.

B. Certain software uses content that is updated from time to time, including but not limited to the following software: antivirus and crimeware software use updated virus definitions; antispyware software uses updated spyware definitions; antispam software uses updated antispam rules; content filtering and antiphishing software use updated URL lists; some firewall software use updated firewall rules; vulnerability assessment products use updated vulnerability data and web site authentication software uses updated lists of authenticated web pages; these updates are collectively referred to as "Content Updates" (or alternatively referred to as "Protection Updates" or "Security Updates" at times). You shall have the right to receive Content Updates for the Software during Your Service Period.

3. Product Installation; Required Activation:

A. During the installation process, the Software may uninstall or disable other security products, or features thereof, if such products or features are incompatible with the Software or for purposes of improving the overall functionality of the Software.

B. There may be technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. You agree that Symantec may use these measures to protect Symantec against software piracy. This Software may contain enforcement technology that limits the ability to install and uninstall the Software on a computer to not more than a finite number of times for a finite number of computers. This License Agreement and the Software containing enforcement technology require activation as further set forth in the Documentation. The Software will only operate for a finite period of time prior to Software activation by You. During activation, You may be required to provide Your unique product key accompanying the Software and computer configuration in the form of an alphanumeric code over the Internet to verify the authenticity of the Software. If You do not complete the activation within the finite period of time set forth in the Documentation, or as prompted by the Software, the Software will cease to function until activation is complete; at which time the Software functionality will be restored. In the event that You are not able to activate the Software over the Internet, or through any other method specified during the activation process, You may contact Symantec Customer Support using the information provided by Symantec during activation, or as set forth below.

4. Online Backup Feature:

The Software includes an online backup feature, which provides the capability to store and retrieve Your files on Symantec's system via the Internet during the Service Period ("Online Backup Feature"), subject to the amount of online backup space provided with Your Software and/or which You additionally purchase. If You choose to use the Online Backup Feature, You must complete the activation process within the Software for such feature.

A. Norton Account. A current Symantec Norton Account ("Norton Account") is required to access and use the Online Backup Feature. If you do not have a Norton Account, You must complete the applicable registration process to create a Norton Account in order to use the Online Backup Feature. You are entirely responsible for maintaining the confidentiality of Your Norton Account password.

B. Communication Connections; Online Backup Feature Availability. You are solely responsible for acquiring and maintaining the Internet or telecommunications services and devices required to access

and/or use the Online Backup Feature. The Online Backup Feature is provided “as is” and “as available” and Symantec shall not be liable for any downtime of the Online Backup Feature due to reasonable scheduled maintenance, maintenance for critical issues or forces beyond the reasonable control of Symantec.

C. User Conduct and Responsibility; Compliance with Applicable Laws. Use of the Online Backup Feature (including the transmission of any data You choose to store through the Online Backup Feature (“Data”)) is subject to all applicable local, state, national and international laws and regulations, including but not limited to the United States export laws. You agree to comply with such applicable laws and regulations and not to (a) use the Online Backup Feature for illegal purposes, (b) transmit or store material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another’s privacy; (c) transmit or store data belonging to another party without first obtaining all consents required by law from the data owner for transmission of the data to Symantec for storage within the United States; (d) transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs; (e) interfere with or disrupt servers or networks connected to the Online Backup Feature; or (f) attempt to gain unauthorized access to the Online Backup Feature, the accounts of other Online Backup Feature users, or computer systems or networks connected to the Online Backup Feature.

The foregoing obligations regarding use of the Online Backup Feature apply to all use of the Online Backup Feature in connection with Your Norton Account. You are solely responsible for the use of the Online Backup Feature, and the Data transmitted or stored through the Online Backup Feature, in connection with Your Norton Account.

D. Indemnification. You shall indemnify and hold Symantec, its parents, subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any third party claims, demands, costs, damages, losses, liabilities and expenses, including reasonable attorneys’ fees, made by any third party arising out of or in connection with use of the Online Backup Feature through Your Norton Account, including but not limited to liability arising out of or in connection with the Data transmitted or stored through the Online Backup Feature in connection with Your Norton Account.

E. Termination; Suspension. Your right to use the Online Backup Feature shall terminate upon expiration of the Service Period. In addition, Symantec may, at its sole discretion, immediately suspend or terminate use of the Online Backup Feature during the Service Period for failure or suspected failure to comply with these terms and conditions or any other misuse or suspected misuse of the Online Backup Feature. Following the expiration or termination of the Service Period:

- Data stored to the online backup space provided with Your Software will be at risk of being purged;
- Symantec shall not be obligated to maintain such Data, forward such Data to You or a third party, or migrate such Data to another backup service or account; and
- You will not be able to store Data to any additional backup space that you may have purchased separately unless and until the Service Period is renewed.

F. Miscellaneous. Symantec has no obligation to monitor use of the Online Backup Feature and/or Data transmitted or stored through the Online Backup Feature. However, Symantec reserves the right at all times to monitor, review, retain and/or disclose any Data or other information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to investigate any use or suspected misuse of the Online Backup Feature.

5. Technical Support:

In connection with Your use of the Software You may choose to access certain technical support features that may be offered from within the Software, which may include live chat with a technical support agent and/or assistance from a technical support agent via remote computer access (any such technical support offered from within the Software shall be referred to in this License Agreement as the “Technical Support”). Any such Technical Support shall be provided in Symantec’s sole discretion without any guarantee or warranty of any kind. It is solely Your responsibility to complete a backup of all Your existing data, software and programs before receiving any Technical Support. In the course of providing the Technical Support, Symantec may determine that the technical issue is beyond the scope of the

Technical Support. Symantec reserves the right to refuse, suspend or terminate any of the Technical Support in its sole discretion.

6. Privacy; Data Protection:

From time to time, the Software may collect certain information from the computer on which it is installed, which may include:

- Information regarding installation of the Software. This information indicates to Symantec whether installation of the Software was successfully completed and is collected by Symantec for the purpose of evaluating and improving Symantec's product installation success rate. This information will not be correlated with any personally identifiable information.
- Information on potential security risks as well as URLs of websites visited that the Software deems potentially fraudulent. The URLs could contain personally identifiable information that a potentially fraudulent website is attempting to obtain without Your permission. This information is collected by Symantec for the purpose of evaluating and improving the ability of Symantec's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks. This information will not be correlated with any personally identifiable information.
- Portable executable files that are identified as potential malware, including information on the actions taken by such files at the time of installation. These files are submitted to Symantec using the Software's automatic submission function. The collected files could contain personally identifiable information that has been obtained by the malware without Your permission. Files of this type are being collected by Symantec only for the purpose of improving the ability of Symantec's products to detect malicious behavior. Symantec will not correlate these files with any personally identifiable information. Such automatic submission function may be deactivated after installation by following the instructions in the Documentation for applicable products.
- The name given during initial setup to the computer on which the Software is being installed. If collected, the name will be used by Symantec as an account name for such computer under which You may elect to receive additional services and/or under which You may use certain features of the Software. You may change the account name at any time after installation of the Software (recommended).
- Other general, statistical information used for product administration and analysis, and for improving product functionality. This information will not be correlated with any personally identifiable information.

The collected information as set out above is necessary for the purpose of optimizing the functionality of Symantec's products and 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 collected information, if transferred, receives an adequate level of protection.

Symantec may disclose the collected 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. In order to promote awareness, detection and prevention of Internet security risks, Symantec may share certain information with research organizations and other security software vendors. Symantec may also use statistics derived from the information to track and publish reports on security risk trends. By using the Software, You acknowledge and agree that Symantec may collect, transmit, store, disclose and analyze such information for these purposes.

In addition, any Data that you transmit or store through the Online Backup Feature will be transferred to and stored in servers located in countries that may have less protective data protection laws than the country in which You are located (including without limitation the United States). These servers are owned and maintained by a third party processor which Symantec has required by contract to safeguard Your Data. If you have any questions about how your Data is being handled, please contact Symantec Customer Service using the contact details in Section 12.

7. Sixty (60) Day Money Back Guarantee:

If You are the original licensee of this copy of the Software and are not completely satisfied with it for any reason, please make no further use of the Software and contact Symantec Customer Service, using the

contact details set out in Section 12 of this License Agreement, for a refund of the money You paid for the Software (less shipping, handling, and any applicable taxes except in certain states and countries where shipping, handling and taxes are refundable) at any time during the sixty (60) day period following the date of purchase.

8. Limited Warranty:

In the event that Symantec directly provides the Software to You on physical media and not via electronic delivery, Symantec warrants that the media on which the Software is distributed will be free from defects for a period of sixty (60) days from the date of delivery of the Software to You. Your sole remedy in the event of a breach of this warranty will be that Symantec will, at its option, replace any defective media returned to Symantec within the warranty period or refund the money You paid for the Software. Symantec does not warrant that the Software will meet Your requirements or that operation of the Software will be uninterrupted or that the Software will be error-free. For the avoidance of doubt, references to "Software" in the foregoing sentence shall include, but not be limited to, the Online Backup Feature and Technical Support.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

9. Disclaimer of Damages:

SOME STATES AND COUNTRIES 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 OR ITS LICENSORS 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 (INCLUDING BUT NOT LIMITED TO USE OF THE ONLINE BACKUP FEATURE AND TECHNICAL SUPPORT) EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO CASE SHALL SYMANTEC'S OR ITS LICENSORS' LIABILITY EXCEED THE PURCHASE PRICE WHICH YOU PAID FOR THE APPLICABLE SERVICE PERIOD. The disclaimers and limitations set forth above will apply regardless of whether You accept the Software.

10. U.S. Government Restricted Rights:

The 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 Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement.

11. Export Regulation:

You acknowledge that the Software and related technical data and services (collectively "Controlled Technology") may be 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 product is 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.

12. General:

This License Agreement will be governed by the laws of the State of California, United States of America. This License Agreement 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. Notwithstanding the foregoing, nothing in this License Agreement will diminish any rights You may have under existing consumer protection legislation or other applicable laws in Your jurisdiction that may not be waived by contract. This License Agreement shall terminate upon Your breach of any term contained in this License Agreement and You shall cease use of and destroy all copies of the Software and Documentation. The disclaimers of warranties and damages and limitations on liability shall survive termination. This License Agreement may only be modified by the Documentation or by a written document that has been signed by both You and Symantec. Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to Symantec Customer Service, 555 International Way, Springfield, OR 97477, U.S.A. or visit the Support page at www.symantec.com.

CPS / N360 2.0 / USE