



## SYMANTEC ONLINE SERVICES TERMS AND CONDITIONS

These SYMANTEC ONLINE SERVICES TERMS AND CONDITIONS are entered into as of the Effective Date specified in the Order Confirmation, and are made by and between the Symantec entity issuing the Order Confirmation (“**Symantec**”) and the end user of the Online Services (“**Customer**”, “**You**” or “**Your**”) together, the “**Parties**.” This “**Agreement**” means collectively these Online Services Terms and Conditions, as well as the specific Service Description for each Online Service as well as any quote, if applicable. In the event of a conflict, the following order of precedence applies: these Online Services Terms and Conditions, any quote (if applicable), and the Service Description.

The Parties agree as follows:

1. **DEFINITIONS.** Capitalized Terms shall have the meanings set forth below.
  - a) “**Customer Content**” means, any information provided by You to use the Online Service, including, but not limited to, Personal Information and Network Data.
  - b) “**Meter**” means the applicable unit(s) of measurement by which Symantec prices and sells a Subscription to an Online Service, in effect at the time of the Order Confirmation.
  - c) “**Network Data**” means network traffic data that Symantec may receive, store, and/or process to configure and provide the Online Service, and/or to provide any included support for the Online Service, including but not limited to time of transaction, User IP address, username, URL, URL category, status (success or error), file type, filter result (allowed or denied), virus ID, and other metadata (e.g. browser software used), and any other network traffic (and data related thereto) sent to or received from You through use of the Online Service, in detail and/or in an aggregated form.
  - d) “**Order Confirmation**” means the electronically-generated confirmation that Symantec sends to You to confirm a purchase of the applicable Online Services, as well as Subscription Term, whether ordered directly from Symantec or through a Symantec authorized resellers.
  - e) “**Online Service**” means any Symantec branded solution delivered over the Internet and/or hosted or managed by Symantec and made available via a network, including any “**Service Component(s)**” which means certain enabling software, hardware peripherals and associated documentation which may be separately provided by Symantec as an incidental part of an Online Service.
  - f) “**Personal Information**” means information provided to Symantec by You, or collected by Symantec on behalf of You in connection with the Online Services, and (1) that relates to an identified or identifiable natural person, and (2) that is protected under applicable data protection laws. Personal Information may include: (i) provisioning data, such as names, e-mail address, IP address and contact details of Customer designated users and contacts for the Online Service(s), necessary to configure the Online Service(s) or any subsequent service call as described in the Agreement; and (ii) some log data which may include certain source and destination IP addresses, host name, username, and policy names.
  - g) “**Service Description**” means Symantec’s published description of an Online Service’s features, including, but not limited to, any service-specific additional terms and requirements, and any accompanying service level agreements (“**SLA**”).
  - h) “**Subscription**” means, for purposes of this Agreement, a fixed term right to access, use and/or benefit from an Online Service as defined in each Order Confirmation.

- i) **“Subscription Term”** means the period of time for which a Subscription is valid, as defined in each Order Confirmation.

**2. SUBSCRIPTION AND ONLINE SERVICES RIGHTS GRANTED.** Symantec grants You the right to use the Online Services, under this Agreement, in the Meter amount ordered and for the Subscription Term, within the use limitations shown in the applicable Service Descriptions. Any guidelines for eligibility to purchase Online Services may be outlined in a separately published guide.

### **3. USE OF ONLINE SERVICES**

a) **Initial Account and Service Set-Up.** You must provide Symantec with all reasonably necessary Customer Content to allow Symantec to provision and deliver each Online Service.

b) **Acceptable Use of Online Services.** You may use the Online Services i) for Your internal business purpose, ii) up to the Meter amount for which You have purchased a Subscription, iii) only for lawful business purposes, and iv) in accordance with any acceptable use policy published by Symantec and the applicable Service Description. If You do not comply with these requirements, Symantec reserves the right to immediately suspend all or part of the Online Services during such non-compliance, without compensation to You of any kind.

c) **Customer Configurations.** The Online Services do not include Your configurations, nor policies and procedures implemented and set by You that are available through the Online Services. You acknowledge and agree that You are solely responsible for selecting Your configurations and assuring that the selection conforms to Your policies and procedures and complies with all applicable laws and regulations in jurisdictions in which You are accessing the Online Services.

d) **Changes to Subscription Meter Amounts.** For Subscriptions that are invoiced in arrears, You can change Your Subscription Meter amount at any time, without having to submit any additional order to Symantec for such changes. For Subscriptions that are invoiced in advance, You may increase Your Subscription Meter amount at any time, by submitting an order for additional Online Services. If Your current use of an Online Service exceeds the Meter amount shown on Your applicable Order Confirmation(s), then You must promptly submit a new order for the additional use, which will be invoiced at the then-current rates, or as mutually agreed upon by the Parties, through the current Subscription Term, and Your aggregate Meter amount will be the basis for any renewal of the Subscription. Symantec reserves the right to invoice You for any additional use, at the then-current rates, if a corresponding order is not promptly received. Each additional order will be subject to the then-current version of this Agreement.

### **4. SUBSCRIPTION TERM; AUTOMATIC RENEWAL**

a) **Subscription Term and Automatic Renewal Option.** The Subscription Term will start on the date indicated on the Order Confirmation. If Your Order Confirmation indicates that the Subscription will automatically renew for the Online Service, then Your account will be invoiced without further action by You on the renewal date for the aggregate Meter amount at the end of the previous Subscription Term. If Your Order Confirmation does not indicate automatic renewal, then You must contact Symantec or Your reseller prior to the expiration of Your current Subscription Term to continue to access the Online Services beyond the end of the Subscription Term.

b) **Automatic Renewal Opt Out.** For Subscriptions that automatically renew, You may opt out of the automatic renewal option at any time by contacting Your reseller or by contacting Symantec at [customercare@symantec.com](mailto:customercare@symantec.com). In the event that Symantec ceases to offer automatic renewal for specific Online Services, Symantec will provide notification to Your then-current business or technical contact, and/or by publication on the applicable administrator portal for the Online Service(s).

c) **Pay for Use Option.** Notwithstanding a) and b) above, for Online Services that offer a pay for use option, as specified in the Service Description or applicable program guide, Your invoices will be based upon Your actual usage in the preceding month with or without an upfront commitment. You will continue to be invoiced so long as You continue to use the Online Services.

d) **End of Online Service Availability.** Symantec will aim to provide twelve (12) months' notice of the last date of an Online Service's availability. Symantec will provide such notification to Your then-current

business or technical contact, and/or by publication on the applicable administrator portal for the Online Service(s). Once an Online Service is no longer available, You will no longer have access to or use of the Online Service.

## 5. TERM; TERMINATION

a) **Term.** These Online Services Terms and Conditions are effective upon the date of acceptance or Your use of the Online Services, whichever occurs first, and will continue unless terminated as specified below.

b) **Right to Termination.** (i) If You have chosen the automatic renewal option for Your Subscriptions, then You may cancel automatic renewal at any time. (ii) For Subscriptions that are paid in advance or for Subscription Terms of twelve (12) months or longer, such Subscriptions are non-cancellable and payments for such Subscriptions are non-refundable. (iii) For Subscriptions paid in arrears, with a Subscription Term of no more than thirty (30) days, either Party may cancel orders for such Subscriptions upon thirty (30) days' written notice before the end of Your next billing cycle. (iv) This Agreement and each individual Subscription may be terminated by either Party if the other Party breaches any material term of this Agreement and such breach remains uncorrected for thirty (30) days following written notice; or immediately, if the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other Party otherwise ceases or threatens to cease business.

c) **Effect of Termination.** Upon termination of an individual Subscription, the Agreement and all other Subscriptions will continue. Upon termination of this Agreement in whole, all current Subscriptions will be terminated immediately. Termination of this Agreement will be without prejudice to any rights or liabilities accrued as of the date of termination. Symantec is entitled to invoice and be paid for all Online Services provided up to the effective date of termination, and all invoices become immediately then due and payable. Any provision of the Agreement, which is intended to survive expiration or termination will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law, and Your payment obligations accrued prior to termination.

## 6. PRICING; INVOICES; FEES; PAYMENT; TAXES.

THE FOLLOWING TERMS SHALL APPLY ONLY IN THE EVENT THAT SYMANTEC ACCEPTS CUSTOMER'S ORDERS DIRECTLY.

a) **Pricing.** Symantec reserves the right to change its pricing at any time. Symantec may change its pricing for an Online Service by publishing, quoting or invoicing You for the updated pricing and will aim to provide advance notice before such changes take effect.

b) **Invoices.** Symantec reserves the right to invoice immediately upon acceptance of an Online Service(s) order. If You require a purchase order document ("**PO**"), in order for Symantec to process Your payment of an invoice, then such PO must include sufficient detail to allow Symantec to accept and accurately fulfill Your order. Depending on the Online Service Subscription model You select, Symantec will either (i) invoice You for the Online Services in advance, or (ii) invoice You in arrears. Such invoicing schedule will be defined in the Order Confirmation. Symantec reserves the right to begin invoicing You, even if Symantec cannot provide the Online Services due to Your act or omission or failure to provide required information.

c) **Fees and Payment.** You will pay Symantec the fees agreed to by the Parties ("**Fees**") within thirty (30) days from the date of invoice unless otherwise mutually agreed to in writing by the Parties. Your order may contain Online Services that are invoiced in advance or in arrears. If any sum payable to Symantec is not paid by the due date, Symantec reserves the right, without prejudice to any other remedy, to (i) charge interest on such overdue sum on a day to day basis from the due date until paid in full the lesser of one

percent (1%) per month or the maximum rate permitted by applicable law; and/or (ii) suspend the provision of the Online Services upon five (5) days prior notice, until paid in full.

d) **Taxes.** You are responsible for all taxes, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Online Services or other items provided under this Agreement, excluding tax imposed on Symantec's net income and withholding taxes (subject to the condition of providing withholding tax payment receipts, as set forth below). Symantec will bill applicable taxes as a separate item. If a transaction is exempt from tax, You will provide Symantec with a valid exemption certificate or other evidence of such exemption in a form acceptable to Symantec. If You are required by law to withhold any tax from the payment, You will provide Symantec with original or certified copies of all tax payment receipts or other evidence of payment of taxes by You with respect to transactions under this Agreement. If You fail to provide Symantec with such tax payment receipts, if applicable, then You will reimburse Symantec for any fines, penalties, taxes and other governmental agency charges resulting from such failure.

**7. PURCHASING THROUGH RESELLER.** If You order from a Symantec reseller ("Reseller"), then all provisions related to pricing, invoicing, fees, payments and taxes shall be as agreed between You and Reseller. Symantec will not be liable for any agreement between You and Reseller for any other account administration on Your behalf.

**8. WARRANTY.** Symantec warrants that it provides Online Services using reasonable care and skill in accordance with the corresponding Services Description and within the industry standards. The warranty for an Online Service ends when the Online Service ends.

SYMANTEC DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF AN ONLINE SERVICE OR THAT SYMANTEC WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM SYMANTEC AND REPLACE ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. SYMANTEC'S WARRANTIES WILL NOT APPLY IF THERE HAS BEEN MISUSE, MODIFICATION, DAMAGE NOT CAUSED BY SYMANTEC, FAILURE TO COMPLY WITH INSTRUCTIONS PROVIDED BY SYMANTEC, OR AS OTHERWISE STATED IN SYMANTEC'S PUBLISHED POLICY, NON-SYMANTEC BRANDED SERVICES ARE SOLD UNDER THE AGREEMENT AS-IS, WITHOUT WARRANTIES OF ANY KIND. IN THE EVENT THAT YOU TEST THE BETA VERSION OF AN ONLINE SERVICE, YOU ACKNOWLEDGE THAT THE BETA ONLINE SERVICE IS UNTESTED, PRELIMINARY IN FORM AND/OR IN A TEST ENVIRONMENT. THE BETA ONLINE SERVICE IS PROVIDED "AS IS" WITH NO WARRANTIES OR REPRESENTATIONS WHATSOEVER. THE TERMS OF THE SERVICE LEVEL AGREEMENT (IF ANY) SHALL NOT APPLY TO ANY BETA ONLINE SERVICES.

**9. INTELLECTUAL PROPERTY.** The intellectual property rights in the Online Services are and will remain Symantec property or that of Symantec's licensors.

**10. DEFENSE OF THIRD PARTY CLAIMS.**

a) **By Symantec.** Symantec will defend You against any claims asserting that the Online Services infringe any intellectual property right of a third party, and will pay any and all damages finally awarded by a court and actually paid by You, or agreed to in a final settlement by Symantec and attributable to such claim. Symantec's obligations under this provision are subject to Your doing the following: notifying Symantec of the claim in writing, as soon as You learn of it; providing Symantec with all reasonable assistance and information to enable Symantec to perform Symantec's duties under this Section; allowing Symantec sole control of the defense and all related settlement negotiations; and not having compromised or settled such claim. Notwithstanding the foregoing, You may participate at Your expense in the defense of any such claim with Your own counsel, provided that Symantec retains sole control of the claim. You

have the right to approve any settlement that affirmatively places on You an obligation that has a material adverse effect on You other than the obligations to cease using the affected Online Service or to pay sums indemnified under this Section. Such approval will not be unreasonably withheld.

If the Online Services are found to infringe, or if Symantec determines in Symantec's sole opinion that the Online Services are likely to be found to infringe, then Symantec will either (i) obtain for You the right to continue to use the Online Services; or (ii) modify the Online Service (including, if applicable, any Service Component(s)) so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, (and in the case of infringing Service Components, You will stop using any infringing version of such Service Components); or, if Symantec determines in its sole opinion that "(i)" and/or "(ii)" are not reasonable, Symantec may (iii) terminate Your rights and Symantec's obligations under this Agreement with respect to such Online Services, and in such case shall refund to You the pre-paid fees for the relevant Online Services. Notwithstanding the above, Symantec will not be liable for any infringement claim to the extent that it is based upon: (1) modification of the Online Services other than by Symantec; (2) combination, use, or operation of the Online Services with products not specifically authorized by Symantec to be combined with the Online Services; (3) use of the Online Services other than in accordance with this Agreement; or (4) Your continued use of infringing Online Services after Symantec, for no additional charge, supplies or offers to supply modified or replacement non-infringing Online Services.

THIS SECTION "INDEMNITY" STATES YOUR SOLE AND EXCLUSIVE REMEDY AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

b) **Indemnification by Customer.** You agree, at Symantec's request to defend, to indemnify Symantec against and hold Symantec harmless from any and all claims, actions, losses, costs, fines and expenses that Symantec may incur as a result of: (i) any breach by You of the Section entitled "Acceptable Use of Online Services", (ii) Your unauthorized use of the Online Service in a manner not contemplated by the Services Description, or (iii) any third party, including without limitation any regulatory authority claim in relation to Customer Content.

**11. CONFIDENTIALITY.** "Confidential Information" means, for purposes of this Agreement, the non-public information exchanged by the Parties, provided that such information is: (1) identified as confidential at the time of disclosure by the disclosing Party ("Discloser"), or (2) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the Party receiving such information ("Recipient"). A Recipient may use the Confidential Information that it receives from the Discloser solely for the purpose of performing activities contemplated under this Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party. A Recipient will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of this Agreement, under a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

This Section 11 imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of this Agreement; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (1) the Recipient promptly notifies the

Discloser in writing of the requirement for disclosure, if legally permissible; and (2) discloses only as much of the Confidential Information as is required. Upon request from the Discloser or upon termination of the Agreement, the Recipient will aim to return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions.

## 12. USE AND PROTECTION OF CUSTOMER CONTENT – DATA PROTECTION

As part of the use of Online Service(s), You will provide Personal Information to Symantec. By using the Online Service(s) You acknowledge that the Online Service(s) meet(s) Your requirements and processing instructions. For the purpose of this Agreement, Symantec uses the terms “Data Controller” and “Data Processor” as they are defined by applicable data protection laws and regulations (“**Data Protection Laws**”).

You acknowledge and agree that as Data Controller, You shall comply with all applicable Data Protection Laws, and be solely responsible for providing any notices and/or obtaining any consents necessary for Symantec to process Personal Information under the Agreement including in the circumstances when Symantec is a Data Controller. You must ensure that You provide access to, or incorporate, Symantec's privacy terms, including its privacy statements, as available at [www.symantec.com](http://www.symantec.com).

As a Data Processor, Symantec shall only process Personal Information on behalf of and in accordance with Your instructions. You instruct Symantec to process Personal Information for the following purposes: i) provide the Online Service(s) in accordance with this Agreement, the Service Description(s), as instructed by You, provided always that such instructions are not incompatible with the terms of the Agreement, and ii) to administer and enforce Symantec's agreements with You.

Symantec will be a Data Controller in certain circumstances. For example, and only to the extent permitted by applicable law or regulation, Symantec will process Personal Information: (i) to generate statistical reports and analysis about use of the Online Service(s) (including analysis related to security trends and data patterns, and comparisons in Symantec's aggregated install base) (collectively “**Reports**”); (ii) for internal research and development (e.g., improving Symantec's products and services or the detection of malware); (iii) for providing general security related services or research; (iv) as provided in the applicable Symantec privacy statements; or (v) as required by applicable law, regulation or judicial process. Subject to the anonymization of Personal Information and any information that could identify You, Symantec may publish, distribute or otherwise make public the Reports (in compiled or original formats) for the purposes of providing computer security information.

Symantec will maintain appropriate administrative, technical, organizational, and physical safeguards for the Symantec Network as defined below designed to (i) protect the security and integrity of the Symantec Network, and (ii) protect against accidental, unauthorized, or unlawful access, use, alteration or disclosure of, loss, destruction or damage to, or any other unlawful form of processing of Customer Content. The “**Symantec Network**” means Symantec's data center facilities, servers, and networking equipment/software involved in hosting Customer Content that is under Symantec's reasonable control and are used to provide the Online Service(s). Symantec's security standards will be substantially equivalent to the generally accepted security standards in the IT industry for Online Service(s). Symantec will conform to the security standards during the Subscription Term.

You acknowledge and agree that (i) the Symantec Network used by Symantec to process Personal Information as provided in this Agreement will be located within the European Economic Area (“EEA”) and/or in countries that may have less protective data protection laws (“Third Country/ies”); and that (ii)

Symantec affiliates and other non-affiliated third party providers may be retained as sub-processors, worldwide ("Sub-Processors") to fulfil its contractual obligations under this Agreement or to provide certain services on its behalf and that they will therefore process Personal Information. Where Symantec authorizes any Sub-Processor as described in this Section, Symantec will restrict the Sub-Processor's access to Personal Information only to what is necessary to maintain the Online Service(s) or to provide the Online Service(s) to You in accordance with the Agreement and Symantec will prohibit the Sub-Processor from accessing Personal Information for any other purposes; and Symantec will impose appropriate contractual obligations in writing upon the Sub-Processor that are no less protective than this Agreement; and Symantec shall be liable for the acts and omissions of its Sub-Processors to the same extent Symantec would be liable if performing the services of each Sub-Processor directly under the Agreement. Any transfer of Personal Information to any Sub-Processor(s) established in a Third Country/ies, if required by Data Protection Laws, will be subject to appropriate data transfer agreements (including Standard Contractual Clauses) with such Sub-Processor(s), unless the transfer of such Personal Information occurs via an alternative means permitted by applicable Data Protection Laws.

Contact the following for any questions or to access Your Personal Information: Symantec Corporation - Privacy Program Office, 350 Ellis Street, PO Box 7011, Mountain View, CA 94043, U.S.A. Email: [privacyteam@symantec.com](mailto:privacyteam@symantec.com).

### **13. LIMITATION OF LIABILITY.**

a) Nothing in this Agreement shall exclude or limit: (i) Symantec's liability for death or personal injury caused by its negligence; (ii) any fraudulent pre-contractual misrepresentations made by Symantec on which Customer can be shown to have relied; (iii) either party's obligations outlined in Section 10; or (iv) any other liability which cannot be excluded by law.

b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS SUPPLIERS BE LIABLE TO CUSTOMER, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR (i) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES; OR II) 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, ANTICIPATED SAVINGS, WASTED MANAGEMENT AND STAFF TIME; WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR USE OF THE ONLINE SERVICES, EVEN IF SYMANTEC OR ITS SUPPLIERS HAVE BEEN ADVISED SUCH DAMAGES OR LOSSES MIGHT OCCUR.

c) SUBJECT TO SECTIONS A) AND B), TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC'S OR SYMANTEC'S SUPPLIERS' TOTAL LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES UP TO THE FOLLOWING AMOUNTS: I) FOR ONLINE SERVICES, THE AMOUNT YOU WERE REQUIRED TO PAY FOR THE APPLICABLE ONLINE SERVICE DURING THE TWELVE (12) MONTHS BEFORE THE CAUSE OF ACTION AROSE OR II) FOR BETA ONLINE SERVICES UP TO U.S. \$5,000. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT CUSTOMER ACCEPTS THE ONLINE SERVICES.

**14. U.S. GOVERNMENT RESTRICTED RIGHTS.** This Section 14 applies only to U.S. Government entities. The Online Service is deemed to be commercial computer software for purposes of FAR 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Online Service by the U.S. Government shall be solely in accordance with the terms of this Agreement, and except as otherwise explicitly stated in this Agreement all provisions of this Agreement shall apply to the U.S. Government.



**15. GENERAL.** (a) Symantec is an independent contractor and shall not be deemed Your employee or agent; (b) Symantec has the right to subcontract the performance of the Online Services to third parties, provided that Symantec remains responsible for the contractual obligations according to the Agreement. (c) All notices of breach, termination or the like will be in writing and addressed to the receiving party's current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party and sent to the party's address as stated in the Order Confirmation, or as updated by either party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (i) if personally delivered by courier, when delivered, or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address. (d) You may not assign the rights granted under the Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior written consent. Such consent will not be unreasonably withheld or delayed. (e) Each party will be excused from performance, other than payment obligations, for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control including but not limited to war, strike, riot, crime, acts of God, or shortages of resources. (f) 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. If You are located in China, this Agreement will be governed by the laws of the Peoples Republic of China. If You are otherwise located in Asia Pacific, this Agreement is governed by the laws of Singapore. If You are located in Europe, Middle East, or Africa, this Agreement will be governed by the laws of England and Wales. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any applicable amendments, and without regard to principles of conflicts of law. (g) If any provision of the Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions will remain in full force and effect. A waiver of any breach or default under the Agreement will not constitute a waiver of any other right for subsequent breach or default. No person other than a party to the Agreement will be entitled to enforce any term of it except as expressly provided in the Agreement. (h) You acknowledge and agree that the Online Services (and applicable Services Components) and any related download or technology ("Controlled Technology") may be subject to applicable export control and trade sanction laws, regulations, rules and licenses, and that You are on notice of the information published by Symantec on <http://www.symantec.com/about/profile/policies/legal.jsp>, or successor website, and will comply with the foregoing, and with such further export restrictions that may govern individual Online Services, as specified in the relevant Service Descriptions. (i) Notwithstanding the foregoing, Symantec may revise Online Service(s) and/or Service Descriptions at any time for the following reasons: (i) it becomes necessary due to applicable laws or industry standards, including, without limitation, any change of the foregoing; (ii) it becomes necessary for technological reasons when any change is made without materially degrading the Online Service(s) functionality; (iii) it becomes necessary to maintain the operation of the Online Service when any change is made without materially degrading the Online Service(s) functionality; or (iv) changes are in Your favor. (j) The terms of this Agreement are the complete and exclusive agreement between the parties with respect to the subject matter of this Agreement, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the Parties regarding such subject matter. The 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. If this Agreement is translated in any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.

END OF ONLINE SERVICES TERMS AND CONDITIONS