



SYMANTEC ONLINE SERVICES TRIAL TERMS

These Symantec Online Service(s) Trial Terms (“**Online Services Trial Terms**”) are part of the Trial Agreement between You and Symantec. For the purposes of these Online Services Trial Terms, “**Symantec**” means Symantec Corporation and/or its subsidiaries, and the terms “**You**”, “**Your**” or “**Trial Customer**” refer to the Services Entitlement owner/contract owner named in the Security Cloud Portal. You and Symantec may each also be referred to as a “**Party**” and together, the “**Parties**.” The “**Trial Agreement**” consists of, collectively, these Online Services Trial Terms, plus the relevant portions of the Service Description. Capitalized terms not defined in these Online Services Trial Terms have the same meaning as defined in the Service Description and/or the Security Cloud Portal. Trial Customer and Symantec agree as follows:

1. **DEFINITIONS.** Capitalized terms shall have the meanings set forth below. Defined terms stated in the singular may be used in the plural, and vice versa.

a) “**Meter**” means the applicable unit(s) of measurement by which Symantec prices and sells a Subscription to a Trial Online Service, in effect at the time of the Trial Online Services Order.

b) “**Personal Information**” means information provided to Symantec by You, or collected by Symantec on Your behalf in connection with the Trial Online Services, and (1) that relates to an identified or identifiable natural person, and (2) that is protected under applicable data protection laws. Under certain data protection laws, Personal Information may include: (i) provisioning data such as names, e-mail address, IP address and contact details of Trial Customer designated user(s) and contact(s) for the Online Services, necessary to configure the Trial Online Services or any subsequent service call as described in the Trial Agreement; and (ii) some log data which may include certain source and destination IP addresses, host name, username, and policy names.

c) “**Service Description**” means Symantec’s standard, then-current description of a Service’s features, including any product-specific additional terms and requirements, and any accompanying service level targets (“**SLA**”), if applicable.

d) “**Subscription**” means, for purposes of this Trial Agreement, a fixed term right to access, use and/or benefit from an Online Service as defined in the Security Cloud Portal.

e) “**Trial Customer Content**” means, any information provided by You to use the Trial Online Services, including, but not limited to, Personal Information and Trial Network Data.

f) “**Trial Network Data**” means network traffic data that Symantec may receive, store, and/or process to configure and provide 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 Trial Online Services, in detail and/or in an aggregated form.

g) “**Trial Online Services**” 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 a Trial Online Service.

h) “**Trial Period**” means the initial Subscription duration of time for which Trial Customer commits to Trial Online Services, as set forth in the Security Cloud Portal.

i) “**Security Cloud Portal**” means the online portal that Trial Customer uses to subscribe, provision and monitor a Trial Online Service.

2. **TRIAL ONLINE SERVICES.** Symantec agrees to provide the Trial Online Services specified in the Security Cloud Portal, subject to this Trial Agreement. Subject to applicable law, Symantec reserves the



right to provide the Trial Online Services from anywhere in the world. Trial Online Services may be updated by Symantec from time to time.

3. USE OF TRIAL ONLINE SERVICES.

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

b) **Use.** You will use the Trial Online Services for (i) Your internal business use; (ii) up to the Meter amount for which You have agreed to evaluate a Subscription to Online Service(s); (iii) only for lawful business purposes, and (iv) in accordance with the Trial Agreement.

4. **TRIAL PERIOD AND EFFECT OF TERMINATION.** The Trial Period will commence on the date that the Trial Online Services have been provisioned, as shown within the Security Cloud Portal. There will be no charge for the Trial Online Services during the Trial Period. At any time prior to the commencement of the Trial Period or during the Trial Period, Symantec may, in its sole discretion, decline or discontinue provisioning of the Trial Online Services and terminate this Trial Agreement with immediate effect. Once the Trial Period has commenced, You may terminate this Trial Agreement and Symantec's provision of Trial Online Services upon seventy-two (72) hours prior written notice to Symantec. After the Trial Period expires, You may request to continue the Symantec Online Services only upon entering into a separate Symantec Online Services agreement and paying applicable fees for the Online Services. Subject always to Symantec's obligations in Sections 5 (Confidentiality) and 6 (Use and Protection of Trial Customer Content – Data Protection), You agree that Symantec will not return any Trial Customer Content to You upon expiration or termination of this Trial Agreement.

5. CONFIDENTIALITY.

a) **"Confidential Information"** means the non-public information that is exchanged between 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 Trial 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 Trial Agreement, who have signed a nondisclosure agreement at least as protective of the Discloser's rights as this Trial Agreement.

b) This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of this Trial 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; and (2) discloses only as much of the Confidential Information as is required. Upon request from the Discloser or upon termination of the Trial Agreement, the Recipient will return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

c) 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.

6. USE AND PROTECTION OF TRIAL CUSTOMER CONTENT – DATA PROTECTION.

As part of the use of Trial Online Service(s), You will provide Personal Information to Symantec. By using the Trial Online Service(s) You acknowledge that the Trial 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.

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 Trial 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 Trial Customer Content. The “**Symantec Network**” means Symantec’s data center facilities, servers, and networking equipment/software involved in hosting Trial Customer Content that is under Symantec’s reasonable control and are used to provide the Trial Online Service(s). Symantec’s security standards will be substantially equivalent to the generally accepted security standards in the IT industry for Trial 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 Trial Online Service(s) or to provide the Trial 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.

7. DISCLAIMER OR WARRANTIES. TRIAL CUSTOMER AGREES THAT SYMANTEC SHALL PROVIDE THE TRIAL ONLINE SERVICES ON AN "AS-IS" BASIS AND THAT THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED CONCERNING THE TRIAL ONLINE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SYMANTEC DOES NOT WARRANT THAT THE TRIAL ONLINE SERVICES WILL MEET TRIAL CUSTOMER'S REQUIREMENTS OR THAT USE OF THE TRIAL ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

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

9. INDEMNIFICATION BY TRIAL CUSTOMER. Trial Customer agrees, at Symantec's request to defend, and to indemnify Symantec against and hold Symantec harmless from any and all claims, actions, losses, costs and expenses Symantec may incur as a result of: (i) any breach by Trial Customer of the Section entitled "Use of Trial Online Services", (ii) Customer's unauthorized use of the Trial Online Services in a manner not contemplated by the Services Description, or (iii) any third party claim in relation to Trial Customer Content.

10. LIMITATION OF LIABILITY.

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

b) IN NO EVENT WILL SYMANTEC OR ITS SUPPLIERS BE LIABLE WHETHER IN CONTRACT, TORT OR OTHERWISE, TO TRIAL CUSTOMER OR ANY OTHER PERSON 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 LOSS OR DAMAGE OF ANY KIND; OR (ii) ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY KIND; EVEN IF ADVISED OF THE POSSIBILITY AND WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS TRIAL AGREEMENT OR USE OF THE TRIAL ONLINE SERVICES, DEFECTIVE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE BY SYMANTEC OF ANY OF ITS OBLIGATIONS UNDER OR CONNECTED WITH THIS TRIAL AGREEMENT.

c) SUBJECT TO SECTIONS a) AND b), ABOVE, 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 \$500 USD. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT CUSTOMER ACCEPTS THE ONLINE SERVICES.



11. **SERVICE DESCRIPTION.** The Trial Online Service specific features and terms, specifically the description of the online service and its functionality as well any usage restrictions, set forth at the following shall apply to this Trial Agreement: <http://www.symanteccloud.com/documents.aspx> (or successor URL published by Symantec from time to time); provided, however, that the Online Service support terms, service levels and the issuance of service credits are not applicable to this Trial Agreement.

12. **U.S. GOVERNMENT RESTRICTED RIGHTS.** This Section 14 applies only to U.S. Government entities. The Trial Online Service is deemed to be commercial computer software for purposes of FAR 12.212 and DFAR 227-7202 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 Trial Agreement, and except as otherwise explicitly stated in this Trial Agreement all provisions of this Trial Agreement shall apply to the U.S. Government.

13. **GENERAL.** (a) Symantec has the right to subcontract the performance of the Trial Online Services to third parties, provided that Symantec remains responsible for the contractual obligations according to the Trial Agreement. (b) All notices of breach, termination or the like will be in writing and addressed to the receiving Party's current business contact, if known and sent to the Party's address as listed in the Security Cloud Portal, or as updated by either Party in writing. Notices shall be effective upon [publication on the applicable interface(s) through which Trial Customer's administrator interacts with the Trial Online Services. (c) Each Party will be excused from performance, 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. (d) This Trial Agreement shall be governed by and construed under the following laws, without giving effect to conflict of law principles: the laws of the state of California for Trial Customers located in the Americas; the laws of England and Wales for Trial Customers located in Europe, Middle East or Africa; the laws of Singapore for Trial Customers located in Asia Pacific. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto. (e) If any provision of the Trial 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 Trial Agreement will not constitute a waiver of any other right for subsequent breach or default. No person other than a Party to the Trial Agreement will be entitled to enforce any term of it except as expressly provided herein. (f) Trial Customer hereby acknowledges and agrees that the Trial Online Services 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 Trial Customer is hereby notified 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 Trial Online Services, as specified in the relevant Service Descriptions. (g) The Trial Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, 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 Trial Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Trial Customer, even if signed and returned. The terms of the main body of this Trial Agreement, and applicable portions of the Services Description shall govern, in that order of precedence, in the event of any conflict by or among such documents. If this Trial 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.