



SUBSCRIPTION & SERVICES TERMS

SYMANTEC CORPORATION AND/OR ITS AFFILIATES AND SUBSIDIARIES (“SYMANTEC”) IS WILLING TO LICENSE AND SELL THE SYMANTEC PRODUCTS AND SERVICES DESIGNATED AS S&S OFFERINGS TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE S&S OFFERINGS (REFERENCED BELOW AS “CUSTOMER”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT (“S&S TERMS”). READ THESE S&S TERMS CAREFULLY BEFORE USING THE S&S OFFERINGS. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE SUBSCRIPTION & SERVICES HANDBOOK AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

Symantec and Customer each may be referred to as a (“**Party**,”) and together, the (“**Parties**”). The Parties hereby agree as follows:

1. APPLICABLE TERMS AND CONDITIONS

These S&S Terms incorporate the following terms and conditions applicable to the Symantec S&S Offerings:

- A. Any manually or digitally signed license agreement to govern the use of software; any manually or digitally signed services agreement reasonably intended to govern the use of hosted services; any manually or digitally signed services agreement reasonably intended to govern the delivery of consulting or on-site services (each a “**Signed Agreement**”);
- B. The end user license agreement (“**EULA**”) accompanying each software product; the service description or statement of work and accompanying services terms and conditions, and if none, the posted standard terms for that service; applicable at the time the service is ordered or renewed (each a “**Standard Agreement**”); and
- C. The digitally generated certificate or license document, or written agreement between Customer and Symantec, that accompanies, precedes or follows an Order, which may define, but is not limited to, product, service, quantity, territory, subscription period, and applicable agreement terms (the “**Order Confirmation**”).
- D. In the event of a conflict, the following order of precedence applies: these S&S Terms; the Order Confirmation, any Signed Agreement; then any Standard Agreement.

2. SOFTWARE AND SERVICES RIGHTS GRANTED

Symantec grants to Customer: (a) the right to use the products and services in an accepted Order in the quantities and for the Subscription Period as defined in the Order Confirmation. However, the Use Level, Meter and any additional use rights and restrictions for an S&S Offering defined in the S&S Handbook, published at <http://go.symantec.com/3S> , govern over anything to the contrary for the purpose of these S&S Terms only.



3. TERM AND TERMINATION

3.1. **Term.** These S&S Terms shall become effective as of the acceptance by Symantec of an Order and shall remain in effect until the end of any Subscription Period. Customer's payment and any true-up reporting obligations shall survive the expiration or termination of these S&S Terms.

4. ORDERS AND PRICING

4.1. **Initial Order.** Upon enrollment, Customer agrees to place a minimum initial Order, as defined in the Handbook, for itself and any eligible Affiliates, of S&S Offering(s) available at the time the Order is placed.

4.2. **Additional Orders; Renewal Orders.** Customer may place subsequent additional Orders for any S&S Offering. For renewal Orders, Customer must renew a subscription for each S&S Offering at the Actual Use Level prior to the end of the Subscription Period.

4.3. **Customer Identifier Requirement.** Customer will be issued a unique subscription identifier upon enrollment or placement of an initial Order. All Orders must include this unique identifier for Customer to receive any eligible discounts and other benefits.

4.4. **Fees and Payment.** Notwithstanding Section 1, Applicable Terms and Conditions, above, Customer will pay any mutually agreed upon fees to Symantec, or the authorized Symantec Channel Partner ("**Fees**"). For Orders directly invoiced by Symantec, Customer will pay invoiced amounts within thirty (30) days of the invoice date or as mutually agreed upon at the time of the Order ("**Due Date**"). Customer will be invoiced annually in advance for each Order. 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. All Fees paid or payable under these S&S Terms are non-cancellable and non-refundable.

5. TERRITORY

5.1. **Ordering and Deployment Territory.** Customers are required to submit Orders to the Symantec regional entity based on the country or region in which their principal place of business is located. However, if the Order is for use in a different region, Customer is required to submit the Order to the Symantec regional entity based on the country or region with the greatest number of Users or other applicable Meter count. Customers located in the United States must order, install, and use the S&S Offerings in the United States. In some cases, at Symantec's sole discretion, a portion of the Order may be deployed and used outside of the United States, so long as use of the S&S Offering in a certain country does not violate local law or export regulations.

6. GENERAL

These S&S Terms are personal to Customer and are non-assignable by Customer without Symantec's prior written consent; and is the complete and exclusive agreement between the Parties with respect to this subject matter, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the Parties regarding such subject matter. Any change to these S&S Terms must be made in writing and signed by both parties. These S&S Terms prevail over any conflicting or additional terms issued by Customer, including but not limited to, any purchase order, ordering document, acknowledgement or confirmation or other document, even if signed and returned by Symantec. All notices required to be sent under these S&S Terms shall be in writing addressed to Customer's account address and to Symantec Corporation, 350 Ellis Street, Mountain View, CA 94043, Attn: Legal Department.