Service Description

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This Service Description describes Symantec™ Endpoint Protection Cloud ("Service"). All capitalized terms in this description have the meaning ascribed to them in the Agreement (defined below) or in the Definitions section.

This Service Description, with any attachments included by reference, is part of and incorporated into Customer's manually or digitally-signed agreement with Symantec which governs the use of the Service, or if no such signed agreement exists, the Symantec Online Services Terms and Conditions (hereinafter referred to as the "Agreement"). By agreeing to this Service Description, Customer is also agreeing to the terms of the applicable EULA for the Service Software for Symantec Endpoint Protection Cloud, attached hereto as Exhibit A. Customer's use of the Service, exclusive of the Service Software, is governed by the Agreement, and Customer's use of the Service Software is governed by the terms of the EULA attached hereto as Exhibit A.

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1: Technical/Business Functionality and Capabilities

Service Overview

Symantec™ Endpoint Protection Cloud ("Service") simplifies the process of onboarding, managing and protecting Users and data on any Device. The Service features proven proactive protection, intuitive policy-based configuration and the ability for Users to enroll their own Devices to enable protection on and corporate access for those Devices. A single management cloud-based console facilitates easier management and reporting.

Service Features

- The Service is intended to:
 - Protect the Device from detected malwares based on known methods
 - o Block known malicious attacks from the network on the Device
 - o Block or allow access from USB storage Devices based on Customer configuration
 - Allow the Customer to secure access to the Device
 - o Allow the Customer to deliver access policy to certain Device types
 - Collect and store Device inventory
 - Provide Email profiles to enrolled Devices
- Customer can access the Symantec Security Cloud Console ("SSCC") by using a secure password protected login. The console provides the ability for Customer to configure and manage the Service, access reports, and view data and statistics when available as part of the Service.
- Using the SSCC, system, security and access policies can be created and modified. These policies are then applied to the groups with that policy and are pushed down to the endpoints within that group.
- The Service is managed on a twenty-four (24) hours/day by seven (7) days/week basis and is monitored for hardware availability, service capacity and network resource utilization. The Service is regularly monitored for service level compliance and adjustments are made as needed.
- Reporting for the Service is available through the SSCC. Reporting may include activity events and/or statistics. Customer may choose to generate reports through the console.
- During the Term, all events are viewable from the SSCC and downloadable using REST APIs for ninety (90) days, and will be automatically deleted at the end of that ninety (90) day period.
- The Service is intended to enable Customer to implement a valid and enforceable User and/or Device policy, or its equivalent.
- Suggested word lists and template rules or policies supplied by Symantec may contain words which may be considered offensive.
- Symantec will publish the current list of supported operating systems for the agent and supported browser for the SSCC.
- Customer may configure the Service to send an automatic notification to configured Email recipients based on the alerts rule, configurable in the SSCC. Notifications can be created, deleted and customized through the SSCC.
- In case the Service is purchased via a term-based license, the product will email Administrators to notify them of upcoming term renewal dates. The Administrator can configure the system not to send out these emails if they are not desired.
- In the event that continued provision of the Service to Customer would compromise the security of the Service, including, but not limited to, hacking attempts, denial of service attacks, mail bombs or other malicious activities either directed at or originating from Customer's domains, Customer agrees that Symantec may temporarily suspend Service to Customer. In such an event, Symantec will promptly inform Customer and will work with Customer to resolve such issues. Symantec will reinstate the Service upon removal of the security threat.





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- Should a Service be suspended for any reason whatsoever, Symantec shall reverse all configuration changes made upon
 provisioning the Service and it shall be the responsibility of Customer to undertake all other necessary configuration changes
 if the Service is reinstated.
- Should a Service be terminated for any reason whatsoever, Customer's account may remain open; however, Customer will no longer have access to the Service.

Supported Platforms and Technical Requirements

- Supported platforms for the Service are defined at http://www.symantec.com/unified-endpoint-protection-cloud-service/
- The Service includes the following software Service Components, upon payment of the applicable fee: Security and Management Agents, Internet-based management console, Cloud-based management servers.

Service Enabling Software

• This Service requires the use of software, which should be used only in connection with Customer's use of the Service during the Subscription Term ("Service Software"). If no terms of use accompanies the Service Software, then it is governed by the terms of use located at https://www.symantec.com/about/legal/repository?prod=hosted-service-software-component.

2: Customer Responsibilities

Symantec can only perform the Service if Customer provides required information or performs required actions, otherwise Symantec's performance of the Service may be delayed, impaired or prevented, as noted below.

- Setup Enablement: Customer must provide information required for Symantec to begin providing the Service.
- Adequate Customer Personnel: Customer must provide adequate personnel to assist Symantec in delivery of the Service, upon reasonable request by Symantec.
- Customer is responsible for obtaining all approvals and consents required by any third parties in order for Symantec to provide the Service.
 Symantec is not in default of its obligations to the extent it cannot provide the Service either because such approvals or consents have not been obtained or any third party otherwise prevents Symantec from providing the Service.
- Customer is responsible for its data, and Symantec does not endorse and has no control over what users submit through the Service.
 Customer assumes full responsibility to back-up and/or otherwise protect all data against loss, damage, or destruction. Customer acknowledges that it has been advised to back-up and/or otherwise protect all data against loss, damage or destruction. Unless requested otherwise by Customer upon termination of the Agreement, Symantec will delete all Customer data (aside from events) in Symantec's environment upon thirty (30) days after termination of the Agreement.
- Customer is responsible for its account information, password, or other login credentials.
- Customer agrees to use reasonable means to protect the credentials and will notify Symantec immediately of any known unauthorized use
 of Customer account.
- Renewal Credentials: If applicable, Customer must apply renewal credential(s) provided in the applicable Order Confirmation within its
 account administration, to continue to receive the Service, or to maintain account information and Customer data which is available during
 the Subscription Term.
- Customer Configurations vs. Default Settings: Customer must configure the features of the Service through the SSCC if applicable, or default
 settings will apply. In some cases, default settings do not exist and no Service will be provided until Customer chooses a setting.
 Configuration and use of the Service(s) are entirely in Customer's control, therefore, Symantec is not liable for Customer's use of the Service,
 nor liable for any civil or criminal liability that may be incurred by Customer as a result of the operation of the Service.
- Installation of Service Software may be required for certain end-user Devices receiving the Service.
- Customer must manage the Service Software through the SSCC.
- Customer must manage Devices, policies, alerts and reports and other configuration options through the SSCC.
- Customer must make any required firewall changes to allow the agent to communicate and operate with the Service.





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Device Management certificates/licenses: Some features require that Customer obtain a certificate or license from an operating system ("OS") vendor or Device manufacturer in order to do control-specific management of that OS or Device. Customers must obtain the certificates as described in the Service Portal, then add or update these certificates in the Service to properly manage and secure Devices. Failure to obtain the certificate or renew an existing certificate and add it into the Service may prevent Devices from being managed, updated or status-checked.

Acceptable Use Policy

Customer is responsible for complying with the Symantec Online Services Acceptable Use Policy.

3: Entitlement and Subscription Information

Charge Metrics and Service Conditions

Customer may use the Service in accordance with the terms and conditions set forth below for the type of entitlement Customer has received for the Service, as indicated in the applicable Order Confirmation, except as may be otherwise provided in this Service Description or the EULA:

> User License. Customer may use the Service for up to the number of Users indicated in the applicable Order Confirmation.

Server License. Customer may use the Service for up to the number of Servers indicated in the applicable Order Confirmation.

Device License. Customer may use the Service for up to the number of Devices indicated in the applicable Order Confirmation.

Student License. Customer may use the Service for up to the number of Devices indicated in the applicable Order Confirmation.

*Please see Definitions section below for definitions of "User", "Server", "Device" and "Student."

- Customer may use a User license of the Service to protect multiple endpoint Devices of one User OR use a Device license of the Service to protect a single Device of a User/ shared devices used by many users, provided that: (a) all such endpoint Devices must be managed by Customer for Customer's internal business purposes, and (b) the number of licensed endpoint Devices per User cannot exceed five. Customer may not use the Service to manage the personal Devices of Customer's Users, unless such personal Devices have been enrolled by Customer or the User to be managed by Customer for Customer's internal business purposes.
- Customer may use a Student License of the Service to protect a single unmanaged Device of a Student, where the Service is provided in a limited capacity to: (a) view and track the endpoints protected by the service, and (b) invite users to enroll their devices with default security policy that can be changed by the students. The following features are unavailable under the Student License: policy management, viewing events and alerts, creating alerts, rules, running reports and configuring any other settings not defined herein. The Student License is only made available as part of the SEP Academic Edition bundle.
- SSCC allows security and access policies to be defined at the User level. Such policies will be applied to any Devices enrolled by a particular User, not to exceed 5 Devices per User.

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- Except as otherwise specified in the Service Description, the Service (including any Hosted Service Software Component provided therewith) may use open source and other third party materials that are subject to a separate license. Please see the applicable Third Party Notice, if applicable, at http://www.symantec.com/about/profile/policies/eulas/.
- Symantec may update the Service at any time in order to maintain the effectiveness of the Service.
- CUSTOMER ACKNOWLEDGES AND AGREES THAT PART OR ALL OF THE SERVICE MAY BE PERFORMED IN THE UNITED STATES
 OF AMERICA

Optional Feedback

- The Service may contain a voluntary feedback feature that allows Customer to provide feedback regarding the Service. By providing such feedback, Customer grants to Symantec, under Customer's intellectual property rights, a worldwide, royalty-free, irrevocable and non-exclusive license, with the right to sublicense to Symantec's licensees and customers, the rights to use and disclose the feedback in any manner Symantec chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Symantec's and its sublicensee's products embodying such feedback in any manner and in any media Symantec or its sublicensees choose, without reference or obligation to Customer. Customer's use of the Service does not require Customer to provide any feedback and use of this feedback feature is entirely voluntary.
- Enhancement requests that are applicable to most customers will be in review for acceptance or rejection and prioritized by Symantec's development team to incorporate into future releases.

Personal Data Processing

The Service utilizes the LiveUpdate functionality. Symantec will process Personal Data as part of the provision of the Service in accordance with, and for the purposes defined in, Symantec Global Privacy Statement available at www.symantec.com/privacy, and as further described in the Product Transparency Notice for LiveUpdate Administrator, located at https://www.symantec.com/content/dam/symantec/docs/privacy/live-update-administrator-lua-transparency-notice-en.pdf

Changes to Subscription

If Customer has received Customer's Subscription directly from Symantec, communication regarding permitted changes of Customer's Subscription must be sent to the following address (or replacement address as published by Symantec): customercare@symantec.com, unless otherwise noted in Customer's agreement with Symantec. Any notice given according to this procedure will be deemed to have been given when received. If Customer has received Customer's Subscription through a Symantec reseller, please contact the reseller to request any permitted change.

4: Assistance and Technical Support

Note: This section only applies if Customer is entitled to receive Customer Assistance and Support directly from Symantec ("Support"). If a Customer is entitled to receive Assistance and Support from a Symantec reseller, refer to Customer's agreement with that reseller for details regarding such Support, and the Support described here will not apply to Customer.

Customer Assistance

Symantec will provide the following assistance as part of the Service, during regional business hours:

- Receive and process orders for implementation of the Service
- Receive and process requests for permitted modifications to Service features; and
- Respond to billing and invoicing questions

Technical Support

Entry-level Support is included as part of the Service as specified below.*



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- Support is available on a twenty-four (24) hours/day by seven (7) days/week basis to assist Customer with configuration of the Service features and to resolve reported problems with the Service. Support for Services will be performed in accordance with the published terms and conditions and technical support policies published at https://support.symantec.com/en_US/article.TECH236428.html.
- Once a severity level is assigned to a Customer submission for Support, Symantec will make every reasonable effort to respond per the response targets defined in the table below. Faults originating from Customer's actions or requiring the actions of other service providers are beyond the control of Symantec and as such are specifically excluded from this Support commitment.

Problem Severity	Support (24x7) Response Targets**
Severity 1: A problem has occurred where no workaround is immediately available in one of the following situations: (i) Customer's production server or other mission critical system is down or has had a substantial loss of service; or (ii) a substantial portion of Customer's mission critical data is at a significant risk of loss or corruption.	Within 30 minutes
Severity 2 : A problem has occurred where a major functionality is severely impaired. Customer's operations can continue in a restricted fashion, however long-term productivity might be adversely affected.	Within 2 hours
Severity 3: A problem has occurred with a limited adverse effect on Customer's business operations.	By same time next business day***
Severity 4 : A problem has occurred where Customer's business operations have not been adversely affected.	Within the next business day; Symantec further recommends that Customer submit Customer's suggestion for new features or enhancements to Symantec's forums

The above Support Response Targets are attainable during normal service operations and do not apply during Maintenance to the Service and/or supporting infrastructure as described in the Maintenance section below.

Maintenance to the Service and/or supporting Service Infrastructure

Symantec must perform maintenance from time to time. For information on Service status, planned maintenance and known issues, visit https://status.symantec.com/ and subscribe to Symantec Status email service to receive the latest updates. The following applies to such maintenance:

- Planned Maintenance. For Planned Maintenance, Symantec will use commercially reasonable efforts to give Customer seven (7) calendar days' notification, via email, SMS, or as posted on the Portal. Symantec will use commercially reasonable efforts to perform Planned Maintenance at times when collective customer activity is low, in the time zone in which the affected Infrastructure is located, and only on part, not all, of the network. If possible, Planned Maintenance will be carried out without affecting the Service. During Planned Maintenance, Service may be diverted to sections of the Infrastructure not undergoing maintenance in order to minimize disruption of the Service. As used herein, "Planned Maintenance" means scheduled maintenance periods during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure.
- Emergency Maintenance. Where Emergency Maintenance is necessary and is likely to affect the Service, Symantec will endeavor to inform
 the affected parties in advance by posting an alert on the applicable Portal no less than one (1) hour prior to the start of the Emergency
 Maintenance. As used herein, "Emergency Maintenance" means unscheduled maintenance periods which during which Service may be

^{*} Technical Support is NOT available to Customers who have access to the Service through purchase of the SEP Student Edition Student License.

^{**} Target response times pertain to the time to respond to the request, and not resolution time (the time it takes to close the request).

^{***} A "business day" means standard regional business hours and days of the week in Customer's local time zone, excluding weekends and local public holidays. In most cases, "business hours" mean 9:00 a.m. to 5:00 p.m. in Customer's local time zone.

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disrupted or prevented due to non-availability of the Service Infrastructure or any maintenance for which Symantec could not have reasonably prepared for the need for such maintenance, and failure to perform the maintenance would adversely impact Customer.

Routine Maintenance. Symantec will use commercially reasonable efforts to perform routine maintenance of Portals at times when
collective Customer activity is low to minimize disruption to the availability of the Portal. Customer will not receive prior notification for
these routine maintenance activities.

5: Additional Terms

The Service may be accessed and used globally, subject to applicable export compliance limitations and technical limitations in accordance with the then-current Symantec standards.

Symantec reserves the right to modify and update the features and functionality of the Service, with the objective of providing equal or enhanced Service (as long as Symantec does not materially reduce the core functionality of the Service). Customer acknowledges and agrees that Symantec reserves the right to update this Service Description at any time during the Subscription Term to accurately reflect the Service being provided, and the updated Service Description will become effective upon posting.

Service Add-Ons

Encryption Management for Symantec™ Endpoint Protection Cloud ("Encryption Management Add-On")

Encryption Management Add-On (i) manages Native Encryption on enrolled Devices; and (ii) allows recovering Device encryption keys in case of forgotten passwords. Encryption Management Add-On is licensed on a per User basis and is purchased separately from the core Service entitlement. Symantec shall not be responsible or liable to Customers if the Native Encryption fails to encrypt Customer's data.

6: Definitions

"Administrator" means a Customer User with authorization to manage the Service on behalf of Customer. Administrators may have the ability to manage all or part of a Service as designated by Customer.

"Business Day" means a day during the standard business week of the country in which the customer's Service Software is installed.

"Customer Support Portal" or "Support Portal" means that portion of Symantec's website URL where Customer may access Service Documentation, software downloads, active tracking of service requests and such other information as Symantec may provide to Customer as part of the Technical Support.

"Device" means a single computer, tablet, mobile telephone, or other device (excluding Servers): (i) on which the licensee can install and use the Service Software, or (ii) with which licensee can access Symantec's Infrastructure in order to enroll such device for management by the Service.

"Email" means any inbound or outbound SMTP message passing through a Service.

"End User License Agreement (EULA)" means the terms and conditions accompanying Software (defined below).

"Infrastructure" means any Symantec or licensor technology and intellectual property used to provide the Services.

"Monthly Charge" means the monthly charge for the affected Service(s) as defined in the Agreement.

"Native Encryption" means encryption offered by Microsoft (BitLocker) and Apple Mac OS (FileVault).

"Next Business Day" means the specific Business Day immediately following Customer's submission of a problem to Symantec for assistance.



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"Problem" means a technical question or technical issue Customer may have regarding the performance of the Service or the Service Software.

"Secure One Services Provider" means a Symantec partner authorized by Symantec to provide Technical Support for the Service. (or define Third Party Technical Support)

"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.

"Service Component" means certain enabling software, hardware peripherals and associated documentation which may be separately provided by Symantec as an incidental part of a Service.

"Student(s)" means those individuals, enrolled as students with a valid edu address, and invited by the Administrator to use the SEP Cloud Student License.

"Symantec Online Service Terms and Conditions" means the terms and conditions located at or accessed through https://www.symantec.com/about/legal/repository.

"User" means an individual person authorized by Customer to use and/or benefit from the use of the Service, or that actually uses any portion of the Service. Each User subscription entitles the end user to deploy the Service on no more than five (5) Devices associated with that specific User.

"Workaround" means a temporary solution of a known Problem to lessen the adverse effect of a Problem, and may include specific modifications to Software to address critical problems (sometimes called, hot fixes). In some cases, Symantec is unable to undertake further corrective action, and the temporary solution will be considered final.

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Exhibit A

EULA for Service Software to Symantec Endpoint Protection Cloud

SYMANTEC SOFTWARE END USER LICENSE AGREEMENT

SYMANTEC CORPORATION (IF YOU ARE LOCATED IN THE AMERICAS OR THAILAND) OR SYMANTEC LIMITED (IF YOU ARE LOCATED IN ANY OTHER COUNTRY) ("SYMANTEC") IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE USING THE SOFTWARE (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS SYMANTEC SOFTWARE LICENSE AGREEMENT ("LICENSE AGREEMENT"). READ THE LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY DOWNLOADING, INSTALLING, COPYING, CLICKING THE "I AGREE" OR "YES" BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR USING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE LICENSE AGREEMENT, CLICK THE "I DO NOT AGREE" OR "NO" BUTTON OR OTHERWISE INDICATE REFUSAL AND CEASE ANY AND ALL USE OF THE SOFTWARE.

- 1. DEFINITIONS. Unless otherwise defined in this License Agreement, capitalized terms will have the meaning given below.
- "Collected Data" means certain information which Symantec may collect, retain, process, disclose and use in connection with Your use of the Software, or Your devices or systems with which the Software operates, and may include, but is not limited to, Personal Data.
- "Content Updates" means content, which may be provided from time to time, used by certain Software to maintain the efficacy of the product, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated anti-spam rules for anti-spam products; updated virus definitions for anti-virus and crimeware products; updated URL lists for content filtering and anti-phishing products; updated firewall rules for firewall products; updated intrusion detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products. Content Updates may include content produced by the Software based on Your use of the Software.
- "Documentation" means the user documentation, user manual, and release notes provided for the Software. Documentation may be delivered in a text file, printed form, or published on a product Web page.
- "Maintenance" means Product Updates/Upgrades and Content Updates to the Software, and may be offered with technical support ("Maintenance/Support").
- "Personal Data" means the personal data as defined by applicable privacy or data protection legislation and in particular the EU Data Protection Legislation, contained in the Collected Data or otherwise provided by or collected from You, in connection with Your purchase and use of the Software and Maintenance. The term "EU Data Protection Legislation" means the: (i) Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and, as of 25 May 2018, the then applicable General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"); and (ii) to the extent applicable to the Software and Maintenance, any other EU or EU Member State data protection laws with respect to the processing of Personal Data under this License Agreement.
- "Product Updates/Upgrades" or "Update" means any generally available update to the Software, including, but not limited to, an enhancement, fix or patch, Version Upgrades, and Content Updates delivered as part of Maintenance. "Version Upgrade" means any generally available version of the Software that replaces the prior version of the Software pursuant to Symantec's then-current upgrade policies.
- "Software" means the Symantec software program, in object code form, accompanied by this License Agreement, including any Documentation included in, or provided for use with, the Software or that accompanies any Product Updates/Upgrades made available under Maintenance.
- 2. **TERM; TERMINATION.** This License Agreement will continue as long as You are in compliance with its terms and are validly using the applicable Symantec Service. In the event You breach this License Agreement or discontinue use of the Symantec Service, this License Agreement

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will automatically terminate. Upon termination, You must immediately stop using and destroy all copies of the Software within Your possession or control.

- 3. OWNERSHIP/TITLE. Symantec Corporation and/or its licensors retain any and all rights, title and interest in and to the Software and any related copies, including all related intellectual property rights. Symantec Limited is an authorized licensee of Symantec Corporation and/or its licensors. Your rights to the Software shall be limited to those expressly granted in this Agreement. All rights not expressly granted to You are retained by Symantec Corporation and/or its licensors.
- 4. **THIRD PARTY PROGRAMS.** The Software may contain third party software programs that are made available under certain open source or free software licenses ("Third Party Programs"). This License Agreement does not alter any rights or obligations You may have under the applicable open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs. Inquiries regarding open source programs in the Software, including source code requests pursuant to the applicable open source licenses, must be directed to opensource@symantec.com. Additionally, as a convenience to You, You may, from time to time, receive a copy of, or access to, stand-alone third party products (with which Software may be specially designed to interoperate) or Web sites under other proprietary commercial licenses that are not available for licensing from Symantec ("Commercial Third Party Applications"), and which must be licensed by You directly from the applicable vendor of that Commercial Third Party Application or used in accordance with their posted terms of use. This License Agreement does not create any right for You to use or access the Commercial Third Party Applications. SYMANTEC MAKES NO WARRANTIES AND ASSUMES NO LIABILITY WITH RESPECT TO ANY THIRD PARTY PROGRAMS OR COMMERCIAL THIRD PARTY APPLICATIONS.
- 5. **LICENSE GRANT.** Subject to Your compliance with this License Agreement, Symantec grants to You the following rights: (i) a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the Software solely in support of Your use of a Symantec Service, in which the applicable Service Description references this License Agreement. Certain Software may require registration in order to activate the Software. If You fail to complete the registration requirements, the Software features may become inoperable and You may be unable to use such features until You have completed registration. You may exercise Your rights through third-party contractors to deliver services to You, provided such parties are under written obligation to comply with this License Agreement, and You assume full responsibility for their actions in connection with such use.
- 6. **LICENSE RESTRICTIONS.** You may not, either directly or indirectly, do any of the following: (i) Use, reproduce, publish, distribute, modify, rent, lease, sublease, sublicense, assign or transfer the Software except as expressly provided in this Agreement; (ii) Create any modifications or derivative works of the Software; (iii) Reverse-engineer, disassemble, or attempt to derive the source code of the Software; (iv) Decompile the Software except and only to the extent described below; (v) Modify, block, circumvent, or interfere with any authentication, license key, or security measures in the Software; (vi) Use the Software on behalf of a third party such as for a service bureau, facility management, timeshare, or service provider; or (vii) Use a later version of the Software other than the version governed by this Agreement. If, the Software is embedded, incorporated, or loaded onto a hardware appliance when delivered or made available for download to a designated hardware appliance, then the license is restricted to use solely on that appliance. As an exception to the restrictions in Section 7 (iv) above, You may decompile the Software only when expressly permitted by law and when essential to achieve interoperability of the Software with another software program, provided You have first asked Symantec to provide the information necessary to achieve such interoperability and Symantec has not reasonably made such information available. You may not disclose to a third party any information supplied by Symantec or obtained by You as a result of decompilation or use any such information to create software that is substantially similar to the Software. Requests for such information should be directed to customercare@symantec.com.
- 7. **CRITICAL APPLICATIONS.** The Software is not fault tolerant and use of the Software is prohibited for on-line control equipment in hazardous environments requiring fail-safe performance, such as the operation of aircraft navigation or aircraft communications systems, air traffic control, life-support systems, human implantation, nuclear facilities or systems, weapons systems, or any other application where failure of the Software could lead to death, personal injury, or severe physical or environmental damage.
- 8. MAINTENANCE/SUPPORT. Maintenance/Support for the Symantec Service is included in Your Subscription and covers Your use of the Symantec Service and Your use of the Software. Symantec's provision of Maintenance/Support is subject to Symantec's then-current maintenance/support policies and procedures published at https://support.symantec.com/en_US/terms/support-fundamentals.html, or successor URL.
- 9. **CONTENT UPDATES.** Any Content Updates shall be subject to any terms and conditions provided with such Updates. If no terms and conditions are provided, then Updates are subject to this License Agreement.
- 10. WARRANTY DISCLAIMERS. THE SOFTWARE IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. SYMANTEC MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SOFTWARE, CONTENT UPDATES, UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT

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