Symantec™ Endpoint Protection Cloud

Service Description

Service Overview

Symantec™ Endpoint Protection Cloud (the "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.

This Service Description, with any attachments included by reference, is part of any agreement which incorporates this Service Description by reference (collectively, the "Agreement"), for those Services which are described in this Service Description and are provided by Symantec. 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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TECHNICAL/BUSINESS FUNCTIONALITY AND CAPABILITIES

Service Features

- The Service is intended to:
    - Protect the Device from detected malwares based on known methods
    - Block known malicious attacks from the network on the Device
    - Provide available anti-phishing functionality on the supported browsers which will block suspected phishing attacks
    - Block or allow access from USB storage Devices based on Customer configuration
    - Allow the Customer to secure access to the Device
    - 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, 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 and downloadable from the SSCC 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.
- 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.

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.

Customer Responsibilities

Symantec can only perform the Service if Customer provides required information or performs required actions. If Customer does not provide/perform per the following responsibilities, Symantec's performance of the Service may be delayed, impaired or prevented, as noted below.

- Setup Enablement: Customer must provide basic account set-up information in order 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.
- Renewal Credentials: If applicable, Customer must apply renewal credential(s) provided in the Subscription Instrument within its account administration to continue to receive the Service, or to maintain account information and Customer data which is available during the Service 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.
- 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.
- 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.
- 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 in Customer's environment against loss, damage, or destruction. Customer acknowledges that it has been advised to back-up and/or otherwise protect all data in Customer's environment 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.

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.

Assistance and Technical Support

Customer Assistance**.** Symantec will provide the following assistance as a 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**.** The following technical support ("Support") is included with the Service:

- Support 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 is provided and performed subject to the Symantec Support Terms. All references to "Software" in the Support Terms shall be deemed references to the Service, as applicable; provided, however, that any terms or deliverables in the Support Terms that are specific to software only shall only apply to the Service Software, and shall not apply to support of the Service itself.

- Whenever a Customer raises a Problem, fault or request for Service information via telephone or web or portal submission with Symantec, its priority level is determined and it is responded to per the response targets defined in the table below:

PROBLEM SEVERITY	ESSENTIAL SUPPORT (24x7) RESPONSE TARGETS FOLLOWING ACKNOWLEDGEMENT
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, although 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: One of the following: a Problem where Customer's business operations have not been adversely affected or a suggestion for new features or an enhancement regarding the Service or Service Software	within the Next Business Day; Symantec further recommends that Customer submit Customer's suggestion for new features or enhancements to Symantec's forums

- 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.

<u>Maintenance.</u> Symantec must perform maintenance from time to time. 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 SSCC. 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.

- *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 SSCC no less than one (1) hour prior to the start of the Emergency Maintenance.

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

SERVICE-SPECIFIC TERMS

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 Subscription Instrument(s), except as may be otherwise provided in this Service Description or the EULA:

  <u>User License</u>. Customer may use the Service for up to the number of Users indicated in the applicable Subscription Instrument.

  <u>Server License</u>. Customer may use the Service for up to the number of Servers indicated in the applicable Subscription Instrument.

  <u>Device License</u>. Customer may use the Service for up to the number of Devices indicated in the applicable Subscription Instrument.

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

- 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.

- 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.
- Customer may not disclose the results of any benchmark tests or other tests connected with the Service to any third party without Symantec's prior written consent.
- The use of any Service Component in the form of software shall be governed by the license agreement accompanying the software. If no EULA accompanies the Service Component, it shall be governed by the terms and conditions located at (http://www.symantec.com/content/en/us/enterprise/eulas/b-hosted-service-component-eula-eng.pdf). Any additional rights and obligations with respect to the use of such Service Component shall be as set forth in this Service Description.

- 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.

DATA PRIVACY NOTICE

- The Service utilizes the LiveUpdate functionality. For the LiveUpdate functionality, please refer to the LiveUpdate privacy notice available at http://www.symantec.com/about/profile/policies/luprivacy.jsp.
- In connection with Customer's use of the Service, Symantec may collect, retain, disclose and use certain information ("Collected Data"). Collected Data may include, but is not limited to, personally identifiable information about Customer, Customer's devices or systems or Customer's software usage. Symantec uses such Collected Data to enable, optimize and provide the Service or Support to Customer (and may engage third parties to do so as well), to administer and enforce its license agreements with You, and to improve Symantec's products and services in general, including by reviewing aggregate data for statistical analyses. By using the Service, Customer agrees to allow Symantec to collect Collected Data as described in this section. Please refer to Symantec's product privacy notices at http://www.symantec.com/about/profile/privacypolicy/ in order to fully understand what information Symantec collects, retains, discloses, and uses from Customer or Customer's Devices. Please note that the use of the Service may be subject to data protection laws or regulations in certain jurisdictions. Customer is responsible for ensuring that Customer's use of the Service is in accordance with such laws or regulations.

DEFINITIONS

Capitalized terms used in this Service Description, and not otherwise defined in the Agreement or this Services Description, have the

meaning given below:

- "**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.

- "**Device**" means a single computer, tablet, mobile telephone, or other device: (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.
- "**Emergency Maintenance**" means unscheduled maintenance periods during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure or any maintenance for which Symantec could not have reasonably prepared for, and failure to perform the maintenance would adversely impact Customer.
- "**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.
- "**Planned Maintenance**" means scheduled maintenance periods during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure.
- "**Problem**" means a technical question or technical issue Customer may have regarding the performance of the Service or the Service Software.
- "**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.
- "**Service Software**" means Software (defined below), as may be required by a Service, which must be installed on each Customer computer, in order to receive the Service. Service Software includes the Software and associated documentation that may be separately provided by Symantec as part of the Service.
- "**Software**" means each Symantec or licensor software program, in object code format, licensed to Customer by Symantec and governed by the terms of the accompanying EULA, or this Service Description, as applicable, including without limitation new releases or updates as provided hereunder.
- "**Subscription Instrument**" means one or more of the following applicable documents which further defines Customer's rights and obligation related to the Service: a Symantec certificate or a similar document issued by Symantec, or a written agreement between Customer and Symantec, that accompanies, precedes or follows the Service.

- "**Support Terms**" means Symantec's Enterprise Technical Support Policy and other support policies which may be revised and updated by Symantec from time to time without notice to Customer. Please refer to www.symantec.com/enterprise/support/support_policies.jsp for copies of such policies, specifically to https://support.symantec.com/content/dam/Enterprise%20Support/Terms/Enterprise_Technical_Support_Policy.pdf for the Enterprise Technical Support Policy and to https://support.symantec.com/content/dam/Enterprise%20Support/Terms/Symantec-Enterprise-Technical-Support-

Handbook.pdf for the Enterprise Technical Support Handbook.

- "**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.

- **"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.

END OF SERVICE DESCRIPTION

Exhibit A

EULA for Service Software to Symantec Endpoint Protection Cloud

SYMANTEC SOFTWARE LICENSE AGREEMENT

SYMANTEC CORPORATION AND/OR ITS AFFILIATES ("SYMANTEC") IS WILLING TO LICENSE THE LICENSED SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE LICENSED SOFTWARE (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT ("LICENSE AGREEMENT"). READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY OPENING THE LICENSED SOFTWARE PACKAGE, BREAKING THE LICENSED SOFTWARE SEAL, CLICKING THE "I AGREE" OR "YES" BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE LICENSED SOFTWARE OR OTHERWISE USING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "I DO NOT AGREE" OR "NO" BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE LICENSED SOFTWARE. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE "DEFINITIONS" SECTION OF THIS LICENSE AGREEMENT AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

1.   DEFINITIONS.

"Content Updates" means content used by certain Symantec products which is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam rules for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing 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.

"Documentation" means the user documentation Symantec provides with the Licensed Software.

"License Instrument" means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Symantec license certificate or a similar license document issued by Symantec, or a written agreement between You and Symantec, that accompanies, precedes or follows this License Agreement.

"Licensed Software" means the Symantec software product, in object code form, accompanying this License Agreement, including any Documentation included in, or provided for use with, such software or that accompanies this License Agreement.

"Support Certificate" means the certificate sent by Symantec confirming Your purchase of the applicable Symantec maintenance/support for the Licensed Software.

"Upgrade" means any version of the Licensed Software that has been released to the public and which replaces the prior version of the Licensed Software on Symantec's price list pursuant to Symantec's then-current upgrade policies.

"Use Level" means the license use meter or model (which may include operating system, hardware system, application or machine tier limitations, if applicable) by which Symantec measures, prices and licenses the right to use the Licensed Software, in effect at the time an order is placed for such Licensed Software, as indicated in this License Agreement and the applicable License Instrument.

2.   **LICENSE GRANT.** Subject to Your compliance with the terms and conditions of this License Agreement, Symantec grants to You the following rights: (i) a non-exclusive, non-transferable (except as stated otherwise in Section 16.1) license to use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in this License Agreement and the applicable License Instrument; and (ii) the right to make a single uninstalled copy of the Licensed Software for archival purposes which You may use and install for disaster-recovery purposes (i.e. where the primary installation of the Licensed Software becomes unavailable for use).

2.1 **TERM.** The term of the Licensed Software license granted under this License Agreement shall be perpetual (subject to Section 14) unless stated otherwise in Section 17 or unless You have obtained the Licensed Software on a non-perpetual basis, such as, under a subscription or term-based license for the period of time indicated on the applicable License Instrument. If You have obtained the Licensed Software on a non-perpetual basis, Your rights to use such Licensed Software shall end on the applicable end date as indicated on the applicable License Instrument and You shall cease use of the Licensed Software as of such applicable end date.

3. **LICENSE RESTRICTIONS.** You may not, without Symantec's prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software except as expressly provided in this License Agreement; (ii) creation of any derivative works based on the Licensed Software; (iii) reverse engineering, disassembly, or decompiling of the Licensed Software (except that You may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (iv) use of the Licensed Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby You operate or use the Licensed Software for the benefit of a third party; (v) use of the Licensed Software by any party other than You; (vi) use of a later version of the Licensed Software other than the version that accompanies this License Agreement unless You have separately acquired the right to use such later version through a License Instrument or Support Certificate; nor (vii) use of the Licensed Software above the quantity and Use Level that have been licensed to You under this License Agreement or the applicable License Instrument.

4. **OWNERSHIP/TITLE.** The Licensed Software is the proprietary property of Symantec or its licensors and is protected by copyright law. Symantec and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this License Agreement. All rights not expressly granted to You are retained by Symantec and/or its licensors.

5. **CONTENT UPDATES.** If You purchase a Symantec maintenance/support offering consisting of or including Content Updates, as indicated on Your Support Certificate, You are granted the right to use, as part of the Licensed Software, such Content Updates as and when they are made generally available to Symantec's end user customers who have purchased such maintenance/support offering and for such period of time as indicated on the face of the applicable Support Certificate. This License Agreement does not otherwise permit You to obtain and use Content Updates.

6. **UPGRADES/CROSS-GRADES.** Symantec reserves the right to require that any upgrades (if any) of the Licensed Software may only be obtained in a quantity equal to the number indicated on the applicable License Instrument. An upgrade to an existing license shall not be deemed to increase the number of licenses which You are authorized to use. Additionally, if You upgrade a Licensed Software license, or purchase a Licensed Software license listed on the applicable License Instrument to cross-grade an existing license (i.e. to increase its functionality, and/or transfer it to a new operating system, hardware tier or licensing meter), then Symantec issues the applicable Licensed Instrument based on the understanding that You agree to cease using the original license. Any such license upgrade or cross-grade is provided under Symantec's policies in effect at the time of order. This License Agreement does not separately license You for additional licenses beyond those which You have purchased, and which have been authorized by Symantec as indicated on the applicable License Instrument.

7. **LIMITED WARRANTY.**

7.1. **MEDIA WARRANTY.** If Symantec provides the Licensed Software to You on tangible media, Symantec warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Symantec will replace any defective media returned to Symantec within the warranty period at no charge to You. The above warranty is inapplicable in the event the Licensed Software media becomes defective due to unauthorized use of the Licensed Software. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

7.2. **PERFORMANCE WARRANTY.** Symantec warrants that the Licensed Software, as delivered by Symantec and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by You to Symantec within the ninety (90) day warranty period, Symantec will do one of the following, selected at Symantec's reasonable discretion: either (i) repair the Licensed Software, (ii) replace the Licensed Software with software of substantially the same functionality, or (iii) terminate this License Agreement and refund the relevant license fees paid for such non-compliant Licensed Software. The above warranty specifically excludes defects

resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

8. **WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SYMANTEC MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, AND UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.**

9. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU 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 (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE FEES YOU PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT SYMANTEC'S LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES.**

10. **MAINTENANCE/SUPPORT.** Symantec has no obligation under this License Agreement to provide maintenance/support for the Licensed Software. Any maintenance/support purchased for the Licensed Software is subject to Symantec's then-current maintenance/support policies.

11. **SOFTWARE EVALUATION.** If the Licensed Software is provided to You for evaluation purposes and You have an evaluation agreement with Symantec for the Licensed Software, Your rights to evaluate the Licensed Software will be pursuant to the terms of such evaluation agreement. If You do not have an evaluation agreement with Symantec for the Licensed Software and if You are provided the Licensed Software for evaluation purposes, the following terms and conditions shall apply. Symantec grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Licensed Software solely for internal non-production evaluation. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Licensed Software or (ii) sixty (60) days from the date of Your initial installation of the Licensed Software, if no such evaluation period is pre-determined in the Licensed Software ("Evaluation Period"). The Licensed Software may not be transferred and is provided "AS IS" without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Licensed Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Licensed Software Evaluation Period, You will cease use of the Licensed Software and destroy all copies of the Licensed Software. All other terms and conditions of this License Agreement shall otherwise apply to Your evaluation of the Licensed Software as permitted herein.

12. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Licensed Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Licensed Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Licensed Software or Commercial Computer Licensed Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement.

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