



SYMANTEC HOSTED SERVICES AGREEMENT SYMANTEC ENDPOINT PROTECTION SMALL BUSINESS EDITION (CLOUD DEPLOYMENT)

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS SYMANTEC HOSTED SERVICES AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE SERVICES (AS DEFINED BELOW). IF YOU ARE LOCATED IN THE AMERICAS, "SYMANTEC" MEANS SYMANTEC CORPORATION, A DELAWARE CORPORATION, MAINTAINING ITS PRINCIPAL PLACE OF BUSINESS AT 350 ELLIS STREET, MOUNTAIN VIEW, CA 94043 UNITED STATES OF AMERICA. "AMERICAS" MEANS THE REGIONS OF NORTH AMERICA, LATIN AMERICA, ANDEAN REGION, CENTRAL AMERICAS & CARIBBEAN, AND SOUTHERN LATIN AMERICA. IF YOU ARE LOCATED IN THE ASIA PACIFIC RIM COUNTRIES, "SYMANTEC" MEANS SYMANTEC ASIA PACIFIC PTE LTD, A SINGAPORE CORPORATION, MAINTAINING ITS PRINCIPAL PLACE OF BUSINESS AT 6 TEMASEK BOULEVARD, 11-01, SUNTEC CITY TOWER 4, SINGAPORE 038986, OR IF YOU ARE LOCATED IN EUROPE, THE MIDDLE EAST OR AFRICA, "SYMANTEC" MEANS SYMANTEC SOFTWARE (LUXEMBOURG) S.À.R.L. A LUXEMBURG CORPORATION, MAINTAINING ITS PRINCIPAL PLACE OF BUSINESS AT 26 BOULEVARD ROYAL, L-2449 LUXEMBOURG. SYMANTEC IS WILLING TO ENTER INTO THIS AGREEMENT WITH YOU AS AN INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE RECEIVING SERVICES (REFERENCED BELOW AS "YOU", "YOUR" OR "CUSTOMER") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY CLICKING THE "I AGREE" OR "YES" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR UTILIZING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, CLICK "CANCEL", "NO" OR THE "CLOSE WINDOW" BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE SERVICES OR ANY ACCOMPANYING SOFTWARE. SYMANTEC AND CUSTOMER ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE BETWEEN BUSINESS CUSTOMERS AND IS NOT MEANT FOR THE PROVISION OF CONSUMER-RELATED SERVICES. YOU AGREE THAT UNLESS YOUR ORDER EXPRESSLY IDENTIFIES THE SERVICES PURCHASED AS OPT-OUT TRIAL SERVICES (AS DEFINED BELOW), THEN SECTION B OF THIS AGREEMENT WILL NOT APPLY TO YOU.

A. ORDER AND ACCEPTANCE

Any Service or prices described on the Symantec.cloud store are an invitation to treat only. Such Services or prices are subject to availability and do not constitute an offer to sell by Symantec. An order submitted by You via the Symantec.cloud store constitutes an offer to purchase or trial the Service, as applicable, pursuant to the terms and conditions of this Agreement ("Order"). Upon submission of an Order, Symantec may send You a communication acknowledging receipt of such Order. You agree that such acknowledgement does not constitute acceptance of such Order. In addition, pre-authorizing a credit card does not constitute acceptance of the Order. Occasionally an error may occur in the price or description of a Service on the Symantec.cloud store. In such case, Symantec will contact You for instructions and You will have the opportunity to cancel the Order or proceed with the Order based on the revised price or description of the Service. Symantec may reject an Order at any time prior to acceptance at Symantec's discretion. Symantec's acceptance of an Order only becomes effective when (i) Symantec sends You a communication which expressly states that the Order has been accepted (according to Symantec's email logs); or (ii) Symantec provides the Service ordered to You.

B. OPT-OUT TRIAL SERVICES. THE THIRTY (30) DAY OPT-OUT TRIAL SERVICES ("OPT-OUT TRIAL SERVICES") GIVE YOU THE OPTION TO TRY OUT THE SERVICES FOR FREE. SIMPLY ENTER A CREDIT OR DEBIT CARD TO SET UP YOUR ACCOUNT. AFTER SYMANTEC ACCEPTS YOUR ORDER YOU WILL HAVE THIRTY (30) DAYS TO USE THE OPT-OUT TRIAL SERVICES COMPLETELY FREE OF CHARGE ("TRIAL PERIOD"). YOUR CARD WILL AUTOMATICALLY BE CHARGED WITHOUT ANY ADDITIONAL ACTION BY YOU (FOR THE AMOUNT OF YOUR INITIAL OPT-OUT TRIAL SERVICES PLUS ANY INCREASED QUANTITY) FOR EITHER THE TWELVE (12) MONTH; TWENTY-FOUR (24) MONTH; OR THIRTY-SIX (36) MONTH SUBSCRIPTION FEE THAT YOU HAVE SELECTED WITH YOUR OPT-OUT TRIAL SERVICES ORDER IN THE SYMANTEC.CLOUD STORE. THE AUTOMATIC CHARGE WILL APPEAR ON YOUR CARD STATEMENT WITHIN APPROXIMATELY THREE (3) DAYS FROM THE END OF YOUR TRIAL PERIOD. TO AVOID BEING CHARGED, SIMPLY CANCEL YOUR OPT-OUT TRIAL SERVICES ORDER AT ANY TIME BEFORE THE TRIAL PERIOD ENDS BY LOGGING IN TO THE SYMANTEC.CLOUD PORTAL, NAVIGATING TO THE SERVICES SECTION AND THEN CLICKING THE "CANCEL" LINK. YOU ACKNOWLEDGE THAT DURING THE TRIAL TERM, THE "SERVICE LEVEL AGREEMENTS" SECTION OF THE SERVICE DESCRIPTIONS (AS DEFINED BELOW) AND ITS CORRESPONDING SERVICE CREDITS SHALL NOT APPLY AND NO SUCH SERVICE CREDITS SHALL BE ISSUED. FOR THE AVOIDANCE OF DOUBT, IF YOU DO NOT GIVE SYMANTEC NOTICE OF TRIAL TERMINATION DURING THE TRIAL PERIOD, THE "SERVICE LEVEL AGREEMENTS" SECTION OF THE SERVICE DESCRIPTIONS SHALL COME INTO FULL FORCE AND EFFECT DURING THE PAID TERM OF SERVICES.

C. SYMANTEC.CLOUD AUTOMATIC RENEWAL SERVICE & DURATION. YOUR ORDER TODAY ALSO INCLUDES ENROLLMENT IN THE SYMANTEC.CLOUD AUTOMATIC RENEWAL SERVICE ("AUTOMATIC RENEWAL SERVICE"), ALLOWING YOU TO CONVENIENTLY MAINTAIN YOUR ORDER AND CRITICAL

PROTECTION. EACH ORDER SHALL CONTINUE IN FORCE FOR AN INITIAL PERIOD OF TWELVE (12) CALENDAR MONTHS; TWENTY-FOUR (24) CALENDAR MONTHS; OR THIRTY-SIX (36) CALENDAR MONTHS PURSUANT TO THE ELECTION YOU MAKE IN YOUR ORDER IN THE SYMANTEC.CLOUD STORE (THE "MINIMUM PERIOD") FROM THE DATE THE SERVICE ORDERED IS FIRST MADE AVAILABLE TO YOU. AFTER THE MINIMUM PERIOD, AN ORDER WILL AUTOMATICALLY RENEW FOR ADDITIONAL TWELVE (12) MONTH PERIODS (EACH A "RENEWAL TERM"). BY ENROLLING IN THE AUTOMATIC RENEWAL SERVICE, YOU AUTHORIZE SYMANTEC TO AUTOMATICALLY CHARGE THE THEN-CURRENT ANNUAL RENEWAL SUBSCRIPTION FEE FOR THE SERVICES THAT YOU HAVE SELECTED FOR YOUR PURCHASE TODAY (PLUS APPLICABLE TAXES) TO YOUR CREDIT OR DEBIT CARD WITHOUT ANY ADDITIONAL ACTION BY YOU PRIOR TO THE EXPIRATION OF YOUR SUBSCRIPTION. YOU WILL BE SENT AN EMAIL NOTIFICATION SHORTLY BEFORE YOUR ORDER EXPIRES AND ANY PAYMENT IS BILLED TO ALERT YOU THAT YOUR ORDER WILL BE AUTOMATICALLY RENEWED. YOU MAY CANCEL THE AUTOMATIC RENEWAL SERVICE BY SENDING AN E-MAIL REQUEST TO cloud_credit@symantec.com. FOR THE AVOIDANCE OF DOUBT, SUCH E-MAIL REQUEST TO CANCEL THE AUTOMATIC RENEWAL SERVICE SHALL NOT ENTITLE YOU TO A REFUND FOR ANY FEES CHARGED BY SYMANTEC FOR SERVICES RELATED TO YOUR THEN-CURRENT TERM. SUCH E-MAIL REQUEST MUST BE PROVIDED PRIOR TO THE EXPIRATION OF THE MINIMUM PERIOD OR ANY CURRENT RENEWAL TERM. FOR THE PURPOSES OF THIS AGREEMENT, "TERM" MEANS THE MINIMUM PERIOD AND ALL RENEWAL TERMS.

D. SERVICE DESCRIPTIONS

The Service ordered (the "Service") shall be provided by Symantec in accordance with the Service-specific terms and service levels ("Service Descriptions") concurrently agreed and accepted by You with acceptance of this Agreement and such Service Descriptions are hereby incorporated into this Agreement.

1. Supply of Service

1.1. Subject to applicable legislation, Symantec may provide the Service from anywhere in the world and may, at any time, transfer the provision of the Service from one location to another. Symantec may update the Service at any time in order to maintain the effectiveness of the Service. The Service is provided to Customer for its internal use and Customer shall not resell the Service to any third party.

2. Customer's Obligations

2.1. Customer will provide Symantec with all technical data and all other information Symantec may reasonably request from time to time to allow Symantec to supply the Service to Customer. All information Customer supplies will be complete, accurate and given in good faith.

2.2. Customer recognizes that information sent to and from Customer will pass through the Service and accordingly Customer agrees to use the Service for legitimate and lawful business purposes only. For the avoidance of doubt, if Customer violates this Section 2.2, Symantec may suspend all or a part of the Service immediately until Customer remedies such breach.

3. Charges and Payment

3.1. Symantec will commence charging for the Service from the date that the Service is made available to Customer or upon the expiration of the Trial Period if the Customer has selected Opt-Out Trial Services. The Customer shall pay the total fees in advance for the entire Minimum Period or Renewal Term, as applicable. If Symantec has been unable to make the Service available due to a failure by Customer to provide required information or due to Customer's act or omission, Symantec shall be entitled to commence charging for the Service and Customer shall be obliged to pay for the Service as if the Service had been made available.

3.2. The initial payment shall comprise the recurring charges and other one-time charges identified in the Order and at the currency specified in the Order. Customer acknowledges and agrees that Symantec shall charge the Customer's debit or credit card for such payment.

3.3. If at any time the number of Users, number of Members, amount of storage or other chargeable units exceeds the purchased amount, the Customer must place an additional order for such excess.

3.4. Symantec reserves the right having given Customer reasonable prior written notice to temporarily suspend Service to Customer in the case of reversal of charges to Customer's credit or debit card or non-payment.

3.5. Symantec may vary the charges for the Service and Customer will pay such charges provided that Symantec may only make such variation by providing at least thirty (30) days written notice prior to the expiry of the then current Minimum Period or Renewal Term. Such change will be effective from the commencement of the next Renewal Term.

3.6. All Services purchased under this Agreement are exclusive of any value added and other applicable taxes. Such taxes will be added to any invoice for the Service at the rate current on the invoice date.

4. Warranties

4.1. Symantec will provide the Service with all reasonable skill, care and diligence in accordance with industry standards.

4.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLIENT AGREES THAT REMEDIES, REPRESENTATIONS, CONDITIONS AND WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER REPRESENTATION, CONDITION, REMEDY OR WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation Of Liability

IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY KIND, LOST BUSINESS PROFITS OR REVENUE OR LOST OR

CORRUPTED DATA ARISING OUT OF THIS AGREEMENT OR USE OF THE SERVICES OR DELIVERABLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT WILL LIMIT EITHER PARTY'S LIABILITY FOR ANY DAMAGE THAT CANNOT BE EXCLUDED BY LAW. EXCEPT FOR SYMANTEC'S INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS, THE OBLIGATIONS OF BOTH PARTIES UNDER SECTION 10 (CONFIDENTIALITY) OR CUSTOMER'S INDEMNITY OBLIGATIONS AND REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, SYMANTEC'S OR ITS SUPPLIERS' TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE LIABILITY.

6. Intellectual Property Rights

6.1. The intellectual property rights in the Service and any hardware or software used in connection with the Service is and will at all times remain Symantec's property or that of Symantec's licensors.

7. Intellectual Property Rights Indemnity

7.1. In the event that the Service infringes any third party rights, Symantec will indemnify Customer against any loss or damage and shall defend and/or settle any third party claim that the Service infringes provided always that Customer promptly notifies Symantec of any such claim in writing, gives Symantec sole control of any such action or proceedings and such assistance as it may reasonably require to settle and/or defend such action or proceedings (at Symantec's reasonable expense). Any award of costs, expenses and/or damages shall belong to Symantec. In such event, Symantec shall, at its option: (i) procure for Customer the right to continue to use the Service; (ii) make the Service available without infringing so far as Symantec is aware of any third party Intellectual Property Rights; or (iii) terminate this Agreement upon written notice to Customer provided, however, that Symantec would refund to Customer a pro rata refund of prepaid fees that relate to the period after termination.

7.2. The indemnity in Section 7.1 above shall not apply to any infringement resulting from: (i) use of the Service which does not comply with the uses permitted under this Agreement; (ii) any modification or change to the Service carried out by Symantec according to Customer's specifications; or (iii) the combination of the Service with any third party product and/or service or modification undertaken by Customer without the prior written consent of Symantec. **THIS SECTION 7 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.**

8. Termination

8.1. Either party may terminate this Agreement with immediate effect if the other party commits any material breach of any of the terms herein and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified of the breach under this Clause.

8.2. Either party may terminate this Agreement with immediate effect if an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or if a receiver, administrator or administrative receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt.

9. Effects of Termination

9.1. Termination of this Agreement shall be without prejudice to any rights or liabilities accrued at the date of termination.

9.2. Upon termination Symantec shall be entitled to cancel the provision of Service to Customer and all fees become due and payable. Upon such termination all rights of Customer under this Agreement shall terminate on the termination date.

9.3. The following Clauses shall survive termination: (i) Charges and Payment; (ii) Limitation of Liability; (iii) Intellectual Property Rights Indemnity; (iv) Effects of Termination; (v) Confidentiality; and (vi) General.

10. Confidentiality

10.1. "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party ("Discloser"), or (b) 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"). For the avoidance of doubt, the processing of information from or to Customer through Symantec's systems in connection with the Services or the uploading of information from or to Customer into Symantec's systems in connection with the Services (such information is hereafter referred to as the "Customer Content") does not constitute a disclosure of Confidential Information to Symantec, its affiliates or agents under this confidentiality provision. A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under this Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall not disclose the Confidential Information to any third party. A Recipient shall protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its Affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of this Agreement, who have signed a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

10.2. This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (c) is rightfully received by the Recipient without any duty of confidentiality; (d) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) 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: (i) the Recipient promptly

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

10.3. 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 shall 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 hereof.

11. Force Majeure

Each party will be excused from performance, other than payment obligations, for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control including but not limited to war, strike, riot, crime, acts of God, or shortages of resources. In the event the cause continues for more than thirty (30) days after written notification, either party may terminate this Agreement immediately upon written notice to the other party.

12. Data Privacy and Regulation of Investigatory Powers

12.1. By providing Personal Information, as defined below, Customer consents, for itself, its users and contacts, to the following: Customer will be required to provide certain personal information of individuals ("Personal Information"), which will be processed and accessible on a global basis by Symantec, its affiliates, agents and subcontractors for the purposes of providing the Service, to generate statistical information about the Services, and for internal research and development, including in countries that may have less protective data protection laws than the country in which Customer or its users are located. Symantec may disclose the collected Personal Information as required or permitted by law or in response to a subpoena or other legal process. The Personal Information which Customer will be required to provide, and which is necessary to provide the Service, may include, but is not limited to, names, e-mail address, IP address and contact details of designated users and contacts for the Service, and Personal Information provided during configuration of the Service or any subsequent service call. From time to time, Symantec may use the Personal Information provided during the delivery of the Services in order to enable the recommendation of other Symantec services or products that might be useful to the Customer or to users, pursuant to their permission and in compliance with applicable law. Contact the following for any questions or to access Customer's Personal Information: Symantec Corporation – Privacy Program Office, 350 Ellis Street, PO Box 7011, Mountain View, CA 94043, U.S.A. Email: privacy@symantec.com.

12.2. Symantec operates as a data processor with no control over any Customer Content which may include data about individuals. Customer, as data controller, is responsible (a) to ensure that processing and disclosure of such information to Symantec complies with applicable national laws; (b) to inform users or third parties that their Information will be processed by Symantec in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area); (c) to inform them of how it will be used, and to assure that Customer has all appropriate consents required for such transfer and use; and (d) to inform relevant users that communications transmitted through systems covered by the Services may be intercepted or monitored.

12.3. Symantec does not require access to or use of the Customer Content, other than by electronic methods, in the normal course of providing the Services; provided that Symantec, its affiliates, agents or subcontractors, may access or use the Customer Content if required to ensure proper functioning of the Service or as otherwise set forth in the Services Descriptions. Symantec may access, use or disclose Customer Content as required by law or court order. Symantec will give Customer reasonable notice of any legally required disclosure to allow Customer to seek a protective order or other appropriate remedy (except to the extent Symantec's compliance with the foregoing would cause it to violate a court order or other legal requirement). As between Customer and Symantec, at all times the Customer Content shall remain the property of Customer.

13. General

13.1. No amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it, except as otherwise stated herein.

13.2. Customer may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior written consent. Such consent will not be unreasonably withheld or delayed. Symantec may assign or subcontract this Agreement or any part thereof.

13.3. A waiver of any breach or default under this Agreement will not constitute a waiver of any other right for subsequent breach or default.

13.4. If any provision of this 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.

13.5. This Agreement constitutes the entire understanding between Symantec and Customer with respect to the Service and expressly excludes and/or supersedes any previous statements or agreements between Symantec, or its agents, and Customer whether written or oral relating to the provision of the Service. Any conflicting terms and conditions on Customer's order shall be null and void.

13.6. All disputes between the parties arising out of or relating to this Agreement or the breach, termination or validity thereof shall be referred by either party in writing, first to each party's representative. The representatives shall meet and attempt to resolve the dispute within a period of thirty (30) days from the date of referral of the dispute to them.

13.7. Except as expressly set forth in Section 8.3, all notices will be in writing and addressed to the receiving party's current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party and sent to the party's address as listed in this Agreement, or as updated by either party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (a) if personally delivered by courier, when delivered, or (b) if mailed by

first class mail, or the local equivalent, on the fifth business day after posting with the proper address. Customer hereby acknowledges and agrees that the Services and any related download or technology ("Controlled Technology") may be subject to applicable export control and trade sanction laws, regulations, rules and licenses, including without limitation Council Regulation (EC) No. 428/2009, the U.K. Export Control Act 2002, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, any legislation replacing the foregoing and any orders issued under the foregoing. Controlled Technology may require a license from applicable authorities before export or import. Customer agrees to comply with all relevant laws, including without limitation the laws of any country from which the Controlled Technology is exported or re-exported, and to which Controlled Technology is imported. All Services are currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan. Customer shall not use or allow use of Services or Controlled Technology in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons. For further export restrictions that govern individual Services, please refer to the relevant Service Descriptions.

13.8. Customer agrees 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 Customer of Clauses 2.2 and/or 12; (ii) any third party claim in relation to information passing through the Service to or from Customer; (iii) any third party claim in relation to the interception of communications by the Service; and/or (v) any third party claim in relation to the Customer's use of the Service in breach of privacy laws.

13.9. If You are located in the Americas, this Agreement will be governed by, and You submit to, the laws and jurisdiction of the State of California, United States of America. If You are located in the Asia Pacific Rim or Japan, this Agreement will be governed by, and You submit to, the laws and jurisdiction of Singapore. If You are located in Europe, the Middle East or Africa, this Agreement will be governed by, and You submit to, the laws and jurisdiction of England and Wales.

SYMANTEC ENDPOINT PROTECTION SMALL BUSINESS EDITION 2013 SERVICE DESCRIPTION (CLOUD DEPLOYMENT)

IMPORTANT: PLEASE READ THE TERMS OF THIS SYMANTEC ENDPOINT PROTECTION SMALL BUSINESS EDITION 2013 SERVICE DESCRIPTION ("SERVICE DESCRIPTION") CAREFULLY BEFORE USING THE SYMANTEC ENDPOINT PROTECTION SMALL BUSINESS EDITION 2013 SERVICE AS FURTHER DESCRIBED BELOW. THE PARTIES AGREE THAT THIS SERVICE DESCRIPTION IS HEREBY INCORPORATED INTO THE SYMANTEC HOSTED SERVICE AGREEMENT ("AGREEMENT") THAT HAS BEEN CONCURRENTLY AGREED AND ACCEPTED BY YOU. IF YOU ARE LOCATED IN THE AMERICAS, "SYMANTEC" MEANS SYMANTEC CORPORATION, A DELAWARE CORPORATION, MAINTAINING ITS PRINCIPAL PLACE OF BUSINESS AT 350 ELLIS STREET, MOUNTAIN VIEW, CA 94043 UNITED STATES OF AMERICA. "AMERICAS" MEANS THE REGIONS OF NORTH AMERICA, LATIN AMERICA, ANDEAN REGION, CENTRAL AMERICAS & CARIBBEAN, AND SOUTHERN LATIN AMERICA. IF YOU ARE LOCATED IN THE ASIA PACIFIC RIM COUNTRIES, "SYMANTEC" MEANS SYMANTEC ASIA PACIFIC PTE LTD, A SINGAPORE CORPORATION, MAINTAINING ITS PRINCIPAL PLACE OF BUSINESS AT 6 TEMASEK BOULEVARD, 11-01, SUNTEC CITY TOWER 4, SINGAPORE 038986, OR IF YOU ARE LOCATED IN EUROPE, THE MIDDLE EAST OR AFRICA, "SYMANTEC" MEANS SYMANTEC SOFTWARE (LUXEMBOURG) S.À.R.L. A LUXEMBURG CORPORATION, MAINTAINING ITS PRINCIPAL PLACE OF BUSINESS AT 26 BOULEVARD ROYAL, L-2449 LUXEMBOURG. SYMANTEC IS WILLING TO ENTER INTO THIS SERVICE DESCRIPTION WITH YOU AS AN INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE RECEIVING SERVICES (REFERENCED BELOW AS "YOU", "YOUR" OR "CUSTOMER") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THE AGREEMENT AND THIS SERVICE DESCRIPTION. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY CLICKING THE "I AGREE" OR "YES" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR UTILIZING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS SERVICE DESCRIPTION. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, CLICK "CANCEL", "NO" OR THE "CLOSE WINDOW" BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE SERVICES OR ANY APPURTENANT SOFTWARE. SYMANTEC AND CUSTOMER ACKNOWLEDGE THAT THIS SERVICE DESCRIPTION IS INTENDED TO BE BETWEEN BUSINESS CUSTOMERS AND IS NOT MEANT FOR THE PROVISION OF CONSUMER-RELATED SERVICES.

1. Definitions

"Email" means any SMTP message sent or received via the Service;

"License Instrument" means one or more of the following applicable documents which further defines Customer's license rights to the Service: a Symantec license certificate or a similar license document issued by Symantec, or a written agreement between Customer and Symantec, that accompanies, precedes or follows these schedules.

"Normal Working Hours" means between 8:30am and 5:30pm EST, Monday to Friday excluding public holidays as recognized in the US;

"Open Proxy" means a proxy server configured to allow unknown or unauthorized third parties to access, store or forward DNS, web pages or other data;

"Open Relay" means an Email server configured to receive Email from an unknown or unauthorized third party and forward the Email to one or more recipients that are not users of the Email system to which that Email server is connected. Open Relay may also be referred to as "Spam relay" or "public relay";

"Spam" means unsolicited commercial Email;

"Tower" means a cluster of load balanced Email servers;

"User" means a person, mailbox or machine that uses the Service; and

"Virus" means a piece of program code, including a self-replicating element, usually disguised as something else which is designed so that it may infect other computer systems.

2. Introduction

2.1 Symantec is a hosted services provider specialising in Internet-level Email, Instant Messaging and Web security.

2.2 The Service is managed on a twenty-four (24) hours/day by seven (7) days/week basis from Symantec's Global Operations Center. The Service is monitored for hardware availability, service capacity and network resource utilization.

2.3. If Symantec is unable to deliver Email to Your mail server, Symantec will store the Your inbound Email for up to seven (7) days pending delivery.

2.4. The Service is available to Customers who are permanently connected to the Internet with a fixed IP address. It cannot be provided to Customers whose systems are connected to the Internet via dial-up or ISDN lines or whose IP address is dynamically allocated.

2.5. For all incoming Email the IP reputation of the sender is ascertained. Email originating from a disreputable source (such as a spammer) will be slowed down to minimize network capacity impact.

2.6 You should configure its email servers to limit the number of recipients per outbound SMTP connection to less than 500. A recipient is an individual email address. An email group may contain one or many recipients. If an inbound or outbound Email includes more than 500 recipients in an SMTP connection, Symantec will process the first 500 recipients and send an SMTP reply code to the sending email server requiring the sending server to resend the Email to the remaining recipients.

3. Planned Maintenance

3.1. For the purposes of this Clause 3, "Planned Maintenance" means periods of maintenance of which You have been given seven (7) days prior notification by Symantec and which may cause disruption of Service due to non availability of Tower(s). Planned Maintenance shall not accumulate to more than eight (8) hours per calendar month and in any case shall not take place between 8am and 6pm (in the time zone in which a Tower is located).

3.2. Wherever possible, Planned Maintenance will be carried out without affecting the Service. This will generally be achieved by carrying out Planned Maintenance during periods of anticipated low traffic and by carrying out Planned Maintenance on part, not all, of the network at any one time. During Planned Maintenance periods the traffic may be diverted round sections of the network not undergoing maintenance in order to minimize disruption to the Service.

3.3. Where emergency maintenance is necessary and is likely to affect the Service, Symantec will endeavour to inform the affected parties and will post an alert message as soon as possible and in any case within one (1) hour of the start of the emergency maintenance.

4. Management Portal

4.1. An integral part of the Service is Symantec's internet-based configuration, management and reporting tool designated as the "Management Portal". The Management Portal is made available to the You via a secure password protected login which should not be disclosed to a third party. The Management Portal provides the facility for the You to view data and statistics on their use of the Service and offers a number of configuration and management facilities.

5. Technical Support

5.1. Symantec will on a twenty-four (24) hours/day by seven (7) days/week basis:

- a) provide technical support to You for problems with the Service; and
- b) liaise with You to resolve such problems.

6. Customer Service

6.1. Symantec will provide You service during Normal Working Hours to:

- a) receive and process orders for provisioning the Service;
- b) receive and process requests for modifications to the operational aspects of the Service; and
- c) respond to billing and invoicing queries.

6.2. Unless stated otherwise in the relevant Service Description, on receipt of a fully completed and actionable order or Service Change Request, the Symantec Global Provisioning Team will aim to provision the Service within twenty-seven (27) Normal Working Hours, provided that all the phases of technical due diligence have been completed.

7. Symantec Endpoint Protection Small Business Edition 2013

7.1. The Symantec Endpoint Protection Small Business Edition 2013 service is an antivirus and anti-malware service that lets Customer choose a cloud-managed service or on-premise deployment option. This appendix applies to the cloud-managed deployment option only. The on-premise option is governed by the Subscription Instrument and accompanying EULA.

7.2. Service Features

7.2.1. The Service is intended to:

- a) Protect the computer from detected malwares based on known methods.
- b) Block known malicious attacks from the network on the computer.
- c) Provide available anti-phishing functionality on the supported browsers which will block suspected phishing attacks.
- d) Symantec will publish the current list of supported computer operating systems for the agent and supported browser for the SMC.
- e) Block or allow access from USB storage devices based on Customer configuration.

7.2.2. Changes made to the policies are visible on the SMC and are batched to push down to the agents. Effective policy setting on individual agents can be viewed on the SMC, or on the agent running on the end-user computer.

7.2.3. Customer may configure the Service to send an automatic notification to configured Email recipients based on the alerts rule, configurable in the SMC. Notifications can be created, deleted and customized through the SMC.

7.3. Customer Responsibilities

7.3.1. Installation of a Service Software is required for each affected end-user computer receiving the Service.

7.3.2. Customer must manage the Service Software through the SMC.

7.3.3. Customer must manage computers, policies, alerts and reports and other configuration options through the SMC.

7.3.4. Customer must make required firewall changes to allow the agent to communicate and operate with the Service.

7.3.5. Customer must designate a Local Update Host through the SMC.

7.4. Reporting

7.4.1. All logs and reports reported by the agent are stored on, viewable and downloadable from the SMC for twelve(12) months.

7.4.2. Logs are automatically deleted at the end of that period.

7.5. Technical Support

7.5.1. Support includes:

- a) Walk through of the SMC including a service description and Q&A session. (This does not include assistance with the set up of policies or analysis of the effectiveness of the policies);
- b) Online help content;
- c) User Guide.

7.6. Additional Terms and Conditions

7.6.1. Instances: Notwithstanding anything to the contrary contained in this appendix, each running instance (physical and/or virtual) of the Service Software must be licensed. An "instance" of Service Software is created by executing the Service Software's setup or install procedure. An "instance" of Service Software is created by duplicating an existing instance. References to the Service Software include "instances" of the Service Software. Customer "runs an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

7.6.2. Terminal Servers: If the Service Software is for use on a hardware device/[server](#) that provides endpoints with a common connection point to a local or wide area network (a "Licensed Terminal Server"), and such Licensed Terminal Server(s) is/are accessed by endpoints that do not have installed copies of the Service Software ("Thin Clients"), then every Thin Client accessing a Licensed Terminal Server is considered an "instance" and must have a valid license to the Service Software. In the event that the Licensed Terminal Server(s) is/are accessed by endpoints which have authorized copies of the Service Software already installed ("Thick Clients"), such access of the Licensed Terminal Server(s) by Thick Clients shall not be considered additional "instances" and Customer is not required to purchase additional licenses to the Service Software.

7.6.3. CUSTOMER ACKNOWLEDGES AND AGREES THAT PART OR ALL OF THE SERVICE MAY BE PERFORMED IN THE UNITED STATES OF AMERICA

Service Level Agreements

1. Definitions

1.1. The following words shall have the following meanings for the purposes of this Service Level Agreement:

"Credit Request" means the notification which You must submit to Symantec by Email to support@messagelabs.com with the subject line "Credit Request" (unless otherwise notified by Symantec);

"Monthly Charge" means the monthly charge for the affected Services as detailed in the Agreement;

"Service Level" means each of the Service parameters defined in this Service Level Agreement;

2. General

2.1. In the event that You believe it is entitled to a remedy in accordance with this Service Level Agreement, You must submit a Credit Request within ten (10) working days of the end of the calendar month in question. You recognize that logs are only kept for a limited number of days and therefore any Credit Request submitted outside of the provided timeframe will be deemed invalid.

2.2. All Credit Requests will be subject to verification by Symantec in accordance with the applicable provisions of this Service Level Agreement.

2.3. This Service Level Agreement will not operate: (i) during periods of Planned Maintenance or emergency maintenance, periods of non-availability due to force majeure or acts or omissions of either You or a third party; (ii) during any period of suspension of service by Symantec in accordance with the terms of the Agreement or (iii) where You are in breach of the Agreement (including without limitation if You have any overdue invoices). 2.4. The remedies set out in this Service Level Agreement shall be the Your sole and exclusive remedy in contract, tort (including without limitation negligence) or otherwise in respect of levels of Service.

2.5. The maximum accumulative liability of Symantec under this Service Level Agreement in any calendar month shall be no more than one hundred percent (100%) of the Monthly Charge payable by You for the affected Service(s).

3. 24x7 Technical Support and Fault Response

3.1 Symantec will on a twenty-four (24) hours/day by seven (7) days/week basis:

- a) provide technical support to You for problems with the Service; and
- b) liaise with You to resolve such problems.

3.2 Whenever You raise a problem, fault or request, for service information via telephone or email with Symantec, its priority level is determined and it is responded to as defined in the table below:

Priority Level	Definition	Response Target
Critical	Loss of Service	95% of calls responded to within 2 hours
Major	Partial loss of Service or Service impairment	85% of calls responded to within 4 hours
Minor	Potentially Service affecting or non-Service affecting information request	75% of calls responded to within 8 hours

3.3 Faults originating from Your actions or requiring the actions of other service providers are beyond the control of Symantec and as such are specifically excluded from the fault response times above.

3.4 Subject to Clause 3.3, if You believe that it has experienced a delay in Symantec response to a request (outside the parameters defined in Clause 3.2 above) it may be entitled to a credit. Credit Requests must state the time, date and the log number of the incident. If eligible You will be credited in accordance with the table below:

Priority	Failure to meet target	Percentage Credit of Monthly Charge
Critical	More than once in a calendar month	15
Major	More than twice a calendar month	10
Minor	More than three times in a calendar month	5

4. Service Availability

4.1. The provisions of this Section 4 shall apply to the Symantec Endpoint Protection Small Business Edition 2013 Service only.

4.2. The Service will be Available 100% of each calendar month, exclusive of Planned Maintenance and emergency maintenance windows. In this case, "Available" is defined as the Symantec hosted Infrastructure being ready to synchronize policy information. For the purposes of calculating non-availability the following criteria will apply: (i) the measurement will be performed by Symantec's monitoring systems (such measurement may be provided to Customer upon written request), (ii) only the Symantec hosted Infrastructure will be measured and such measurement excludes any non-availability as a result of a Customer network outage, a third party outage, or DNS issues outside of the direct control of Symantec.

4.3. For each one (1) percent or part thereof of non-availability beyond the availability target of 99.9% under this section in the calendar month in question, Customer will be entitled to a Service Credit equivalent to 10% of the Monthly Charges due to Symantec for the Service, subject to a maximum of 100% of the Monthly Charge. Customer may terminate the Service, at its sole option, if at any time this availability falls below 90% in any calendar month.

4.4. The Service Credit described in this Section 4.3. shall be Customer's sole and exclusive remedy in connection with any unavailability of the Service.

IF CUSTOMER ELECTS TO DEPLOY SYMANTEC ENDPOINT PROTECTION SMALL BUSINESS EDITION 2013 ON-PREMISE AS A PRODUCT, THEN THE FOLLOWING TERMS AND CONDITIONS WILL APPLY:

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.

13. **EXPORT REGULATION.** You acknowledge that the Licensed Software and related technical data and services (collectively "Controlled Technology") are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Symantec products, including the Controlled Technology are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

14. **TERMINATION.** This License Agreement shall terminate upon Your breach of any term contained herein. Upon termination, You shall immediately stop using and destroy all copies of the Licensed Software.

15. **SURVIVAL.** The following provisions of this License Agreement survive termination of this License Agreement: Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Restricted Rights, Export Regulation, Survival, and General.

16. **GENERAL.**

16.1. **ASSIGNMENT.** You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior express written consent.

16.2. **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software.

16.3. **AUDIT.** An auditor, selected by Symantec and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Licensed Software complies with this License Agreement and the applicable License Instrument. Symantec shall bear the costs of any such audit, except where the audit demonstrates that the Manufacturer's Suggested Reseller Price (MSRP) value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse Symantec for the auditor's reasonable actual fees for such audit.

16.4. **GOVERNING LAW; SEVERABILITY; WAIVER.** If You are located in North America or Latin America, this License Agreement will be governed by the laws of the State of California, United States of America. If You are located in China, this License Agreement will be governed by the laws of the Peoples Republic of China. Otherwise, this License Agreement will be governed by the laws of England. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

16.5. **THIRD PARTY PROGRAMS.** This Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations You may have under those 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.

16.6. **CUSTOMER SERVICE.** Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Enterprise Customer Care, 555 International Way, Springfield, Oregon 97477, U.S.A., (ii) Symantec Enterprise Customer Care Center, PO BOX 5689, Dublin 15, Ireland, or (iii) Symantec Enterprise Customer Care, 1 Julius Ave, North Ryde, NSW 2113, Australia.

16.7. **ENTIRE AGREEMENT.** This License Agreement and any related License Instrument are the complete and exclusive agreement between You and Symantec relating to the Licensed Software and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This License Agreement prevails

over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. This License Agreement may only be modified by a License Instrument that accompanies or follows this License Agreement.

17. **ADDITIONAL TERMS AND CONDITIONS.** Your use of the Licensed Software is subject to the terms and conditions below in addition to those stated above.

17.1. **ADDITIONAL DEFINITIONS**

“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.

“Terabyte” means the total aggregate amount of uncompressed data storage capacity and/or computer memory that is managed by the Licensed Software. One Terabyte is equal to 1,024 gigabytes of data.

“User(s)” means an individual person and/or device authorized by You to use and/or benefit from the use of the Licensed Software, or is the person and/or device who actually uses any portion of the Licensed Software.

“SEP” means Symantec Endpoint Protection.

“SEP SBE” means Symantec Endpoint Protection Small Business Edition.

References to “Symantec Endpoint Protection” (or “SEP”) include “Symantec Endpoint Protection Small Business Edition” (or “SEP SBE”) unless explicitly stated otherwise.

“SNAC” means Symantec Network Access Control.

17.2 **ADDITIONAL LICENSE RIGHTS AND RESTRICTIONS**

17.2.A You may use the Licensed Software for the number of licensed User(s) and at the Use Levels as have been licensed to You by Symantec herein and as indicated in the applicable License Instrument. Your License Instrument shall constitute proof of Your right to make and use such copies.

17.2.B If the License Instrument indicates that You have received a license for Symantec Endpoint Protection for Network Servers or Symantec Endpoint Protection Small Business for Network Servers (“SEP Network Server”), You may use such SEP Network Server on a per Server basis and at the Use Levels as have been licensed to You by Symantec herein and as indicated in the applicable License Instrument. Your License Instrument shall constitute proof of Your right to make and use such copies.

17.2.C If the License Instrument indicates that You have received a license for Symantec Endpoint Protection for EMC (“SEP EMC”), You may use such SEP EMC on a per Terabyte basis and at the Use Levels as have been licensed to You by Symantec herein and as indicated in the applicable License Instrument. Your License Instrument shall constitute proof of Your right to make and use such copies.

17.3 **Symantec Endpoint Protection Virtual Instances.**

17.3.A **Instances.** Notwithstanding anything to the contrary contained in this License Agreement, each running instance (physical and/or virtual) of the Licensed Software must be licensed. You create an “instance” of software by executing the software’s setup or install procedure. You also create an “instance” of software by duplicating an existing instance. References to the Licensed Software include “instances” of the Licensed Software. You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

17.3.B **Terminal Servers.** If You purchase a license of the Licensed Software for use on a hardware device/[server](#) that provides **endpoints** with a common connection point to a local or wide area network (a “Licensed Terminal Server”), and such Licensed Terminal Server(s) is/are accessed by endpoints that do not have installed copies of the Licensed Software (“Thin Clients”), then every Thin Client accessing a Licensed Terminal Server is considered an “instance” and must have a valid license to the Licensed Software. In the event that Your Licensed Terminal Server(s) is/are accessed by endpoints which have authorized copies of the Licensed Software already installed (“Thick Clients”), such access of the Licensed Terminal Server(s) by Thick Clients shall not be considered additional “instances” and You are not required to purchase additional licenses to the Licensed Software.

17.4 **Symantec Endpoint Protection -- Windows XP Mode Functionality.** Notwithstanding the provisions of Section 17.2, if You are using the SEP agent on the Microsoft Windows version 7 operating system (“Windows 7”), and if the particular Windows 7 operating system on which You are running the SEP agent permits the use of the “Windows XP Mode” functionality, the following shall apply: Every running instance (physical and/or virtual) of the SEP agent must be licensed, with the exception that You may run one (1) single additional instance of the SEP agent using the Windows XP Mode functionality without paying an additional license fee. To run two (2) or more additional instances of the SEP agent using the Windows XP Mode functionality, You must pay the corresponding additional license fees for each additional instance.

17.5 **Symantec Endpoint Protection -- Microsoft Enterprise Desktop Virtualization (MED-V) Functionality.** Notwithstanding the provisions of Section 17.2, if You are using the SEP agent on the Microsoft Windows version 7 operating system (“Windows 7”), and if the particular Windows 7 operating system on which You are running the SEP agent permits the use of the Microsoft Enterprise Desktop Virtualization (“MED-V”) functionality, the following shall apply: Every running instance (physical and/or virtual) of the SEP agent must be licensed, with the exception that You may run one (1) single additional instance of the SEP agent using the MED-V functionality without paying an additional license fee. To run two (2) or more additional instances of the SEP agent using the MED-V functionality, You must pay the corresponding additional license fees for each additional instance.

17.6 Symantec Protection Suite Enterprise Edition – Flex Menu. If You have purchased a license to the Symantec Protection Suite Enterprise Edition Flex Menu (“SPS Flex Menu”), You are entitled to install and use only the number of Symantec products corresponding to the number specified in Your SPS Flex Menu License Instrument. You make Your Licensed Software selection by downloading the authorized number of downloads (as stated in Your SPS Flex Menu License Instrument) from the Symantec licensing portal. If You select SEP and/or SNAC from the Symantec products listed as currently available for download in the applicable SPS Flex Menu, Your use of SEP and/or SNAC as part of Your SPS Flex Menu license entitlement shall be governed by the terms and conditions of this License Agreement. If You have purchased a license to the SPS Flex Menu – 2 Product Flex, by default You will be entitled to use SEP and Symantec Mail Security for Exchange until such time that You make Your product selections by downloading Your choice of Symantec products from the Symantec licensing portal. If You have purchased a license to the SPS Flex Menu – 4 Product Flex, by default You will be entitled to use SEP, Symantec Mail Security for Exchange, Symantec Messaging Gateway, and Symantec Web Gateway until such time that You make Your product selections by downloading Your choice of Symantec products from the Symantec licensing portal.

17.7 Symantec Protection Suite Advanced Business Edition. If You have licensed the Symantec Protection Suite Advanced Business Edition, which includes both SEP and SEP SBE, the following additional terms and conditions shall apply: You are entitled to use either SEP and/or SEP SBE, so long as the total number of instances (as described in Section 17.3) of SEP and/or SEP SBE does not exceed the total number of Symantec Protection Suite Advanced Business Edition licenses You have purchased. For purposes of clarity, the total number of installed instances of SEP and/or SEP SBE must not exceed the number of licenses of Symantec Protection Suite Advanced Business Edition that You have purchased. For example, if You have purchased ten (10) licenses of Symantec Protection Suite Advanced Business Edition, You are entitled to install either: (a) ten (10) SEP agents, or (b) ten (10) SEP SBE agents, or (c) any combination of SEP and SEP SBE agents, so long as the total number of agents does not exceed ten (10).

17.8 Symantec Protection Suite – Use of Symantec Network Access Control. If You have licensed SNAC as part of the Symantec Protection Suite Enterprise Edition or Symantec Protection Suite Enterprise Edition for Endpoints, You may only use the self-enforcement functionality of SNAC, and You may not use any other features of SNAC. If You have licensed SNAC as part of the Symantec Protection Suite Enterprise Edition for Gateway, You may only use the Gateway Enforcement and on-demand client functionalities of SNAC, and You may not use any other features of SNAC.

17.9 Symantec Endpoint Protection Small Business Edition 2013. If You have licensed Symantec Endpoint Protection Small Business Edition 2013 (“SEP SBE 2013”), as indicated in the applicable License Instrument, You may choose to deploy either the cloud-managed or the on-premise option of SEP SBE 2013 at any time during the applicable license term, but You may not deploy both at the same time. All of Your Users of SEP SBE 2013, regardless of when such licenses were purchased, must use the same deployment option. The on-premise option of SEP SBE 2013 is governed by the License Instrument and this License Agreement, and Your right to use the on-premise option of SEP SBE 2013 will cease at the end of the applicable license term indicated in such License Instrument, or at the end of any authorized renewal term. If You choose to deploy the on-premise option of SEP SBE 2013, You must upgrade to the most current version within ninety (90) days of availability of such upgrade. The cloud-managed option of SEP SBE 2013 is governed by the License Instrument and the service description located at: www.symanteccloud.com/documents.aspx, and Your right to use the cloud-managed option of SEP SBE 2013 will cease at the end of the applicable service term indicated in such License Instrument, or at the end of any authorized renewal term. If You change from one deployment option to the other, You will have a grace period of sixty (60) days to complete such change.

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17.10.A. Development License. Along with Your purchased license to use SEP, You are entitled under this License Agreement to use publicly-supported SEP interfaces, including web service APIs, documented Microsoft Windows registry keys, and log file formats and messages (collectively, the “SEP Interface(s)”), solely for the purposes of designing, developing, testing, using and demonstrating the integration of the Licensed Software with Your existing systems, other Symantec products, or third party products. This SEP Interfaces license shall be in addition to any licenses for the other portions of the Licensed Software acquired by You under this License Agreement. You shall have no right to modify or alter the SEP Interfaces.

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- (a) information that describes the configuration of the Licensed Software such as: operating system information, server hardware and software configuration specifics, CPU name, memory size, Licensed Software version, and features for installed packages;
- (b) information on potential security risks and URLs of websites visited that the Licensed Software deems potentially fraudulent (such URLs could contain personal information that a potentially fraudulent website is attempting to obtain without Your permission), and portable executable files and files with executable content that are identified as malware, and which may contain personal information, including information on the actions taken by such files at the time of installation;
- (c) status information regarding installation and operation of the Licensed Software, which may contain personal information only if such information is included in the name of the file or folder encountered by the Licensed Software at the time of installation or error, and indicates to Symantec whether installation of the Licensed Software was successfully completed, as well as whether the Licensed Software has encountered an error; and
- (d) if you install Central Quarantine, user names, company name, domain name, workstation name and/or potential malware samples, which may result in the transmission to Symantec of personal information captured by the malware.

Subsections (a), (b), (c) and (d) collectively shall be referred to herein as the "Transmitted Information".

For the LiveUpdate functionality, please refer to the LiveUpdate privacy notice available at <http://www.symantec.com/about/profile/policies/luprivacy.jsp>.

Transmission of certain of the above Transmitted Information may be deactivated during and after installation by following the instructions in the Documentation for the applicable Licensed Software.

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17.11.D Technical Support. If You submit any information to Symantec as part of a technical support request, whether prompted to by Symantec or not, it will be Your responsibility to ensure that You are authorized to share such information with

Symantec in compliance with applicable privacy laws. Such information will be processed and used by Symantec for the purpose of providing the requested technical support, including performing error analysis.

17.11.E Sharing and Transfer. In order to promote awareness, detection and prevention of Internet security risks, Symantec may share certain information with research organizations and other security software vendors. Symantec may also use statistics derived from the information collected through the Licensed Software or submitted by You, to track and publish reports on security risk trends.

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17.11.H Contacting us about Your Privacy. For any inquiry about Your information or about Symantec's privacy policies, please contact us at privacy@symantec.com.

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Symantec Enterprise Technical Support

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- Access to the Symantec technical support website;
- Delivery of bug fixes and patches;
- Essential Support includes Content Updates, if applicable, and Upgrade Assurance;
- Licensee may designate up to six (6) individuals per title of Software for Essential Support to act as liaisons with Symantec Technical Services staff ("Designated Contacts").

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