



SYMANTEC ONLINE SERVICES TERMS AND CONDITIONS

These SYMANTEC ONLINE SERVICES TERMS AND CONDITIONS are entered into as of the Effective Date specified in the Order Confirmation by and between the Symantec entity defined below ("**Symantec**") and the individual, the company or legal entity using the Online Services ("**Customer**", "**You**" or "**Your**"). This "**Agreement**" means these Terms and Conditions, together with any specific Service Description, as well as any marketplace quote, if applicable. Each order is subject to the then-current version of this Agreement.

1. DEFINITIONS. Capitalized terms shall have the meanings set forth below.

- a) "**Affiliate(s)**" means an entity controlled by, under common control with, or controlling a party, where control is denoted by having (directly or indirectly) more than fifty percent (50%) of the voting power (or equivalent) of the applicable entity.
- b) "**Customer Data**" means all data and any information that Customer authorizes access to, or inputs into the Online Service.
- c) "**Meter**" means the applicable unit(s) of measurement by which Symantec offers an Online Service, as stated in the Service Description.
- d) "**Order Confirmation**" means the electronic receipt that confirms a purchase of the applicable Online Service(s) and the Subscription Term.
- e) "**Online Service(s)**" means any solution hosted or managed by Symantec, or its Affiliates, including any Service Component(s), for which the Service Description is published with this Agreement on www.symantec.com/about/legal/repository, or successor URL.
- f) "**Personal Data**" means the personal data as defined by applicable data protection legislation contained in the Customer Data, or otherwise provided to Symantec by You or collected from You, in connection with the Online Service(s). The term "EU Data Protection Legislation" means: (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("GDPR"); and (ii) to the extent applicable to the Online Service(s), any other EU or EU Member State data protection laws with respect to the processing of Personal Data under the Agreement.
- g) "**Service Component(s)**" means certain enabling software and/or hardware peripheral(s) which may be provided by Symantec as an incidental part of the Online Service(s).
- h) "**Service Description**" means Symantec's published description of an Online Service's features, including, but not limited to, any service-specific requirements, and any accompanying service level agreements.
- i) "**Subscription**" means a fixed term right to access, use and/or benefit from an Online Service.
- j) "**Subscription Term**" means the period of time for which a Subscription is valid, as defined in each Order Confirmation.

2. USE OF ONLINE SERVICES.

a) **Delivery; Right to Modify.** Symantec will perform the Online Services in accordance with this Agreement. Symantec may modify the Online Services and/or the corresponding Service Description at any time: (a) due to changes in applicable laws or industry standards; and (b) for any other reason, if the

modification does not materially reduce the level of performance, functionality, security or availability of the Online Services during the Subscription Term.

b) **Use of Online Services.** You, Your Affiliates, and third party consultants may use the Online Services (i) solely for Your or Your Affiliates internal business purpose, (ii) up to the Meter amount for which You have purchased a Subscription, (iii) in compliance with applicable laws and Symantec's Acceptable Use Policy (www.symantec.com/about/legal/repository), and (iv) in accordance with any use limitations defined in the applicable Service Description, provided You assume full responsibility for all actions in connection with such use. If You do not comply with these requirements, Symantec reserves the right to suspend all or part of the Online Services during such non-compliance or terminate the affected Online Services in accordance with this Agreement. You must provide Symantec with information reasonably required to allow Symantec to provision and deliver the Online Service(s) or Symantec's delivery of the Service(s) may be delayed or prevented.

c) **Use of Customer Data.** You acknowledge and agree that Symantec may use Customer Data to the extent necessary for the purposes of detecting, blocking, analysing and reporting cyber-threats in the delivery of any Symantec products and services, including, but not limited to, the following purposes: (i) the development of threat intelligence resources aiming at improving the ability of networks and systems to resist unlawful or malicious actions compromising the security of information and services accessible via such networks and systems; and (ii) the development and enhancement of any Symantec products and services. Customer is responsible for its data, and Symantec does not endorse and has no control over what Customer submits while using the Service. Customer assumes full responsibility to back-up and protect Customer Data against loss, damage, or destruction.

d) **Customer Configurations.** You acknowledge and agree that You are solely responsible for selecting Your configurations and assuring that the selection conforms to Your policies and procedures and complies with all applicable laws and regulations in jurisdictions in which You are accessing the Online Services. Delivery of the Online Service(s) does not include Your configurations, nor policies and procedures implemented and set by You that are available during the Subscription Term.

e) **Customer Obligations.** You are responsible for obtaining all approvals and consents required by any third parties to use the Service. Symantec is not in default of its obligations if it cannot provide the service when approvals or consents have not been obtained or any third party otherwise validly prevents Symantec from providing the Service. You are responsible for its account information, passwords and other login credentials and must notify Symantec immediately of any known unauthorized possession or use of Your credentials.

3. AUTOMATIC RENEWAL; CONSUMPTION; CANCELLATION.

a) **Automatic Renewal Option.** If You select the automatic renewal option, if available, Your Order Confirmation will indicate that selection. Your Subscription Term will continue to renew for equal subsequent Subscription Terms. Your aggregate Meter amount at the end of a Subscription Term will be the basis for any renewal. Otherwise, the Subscription will expire at the end of the Subscription Term. You may opt out of the automatic renewal at any time. To opt out, you must contact your reseller or Symantec directly at customer@symantec.com. Symantec will notify You if automatic renewal is no longer available for any Online Service. All Subscriptions are non-cancellable.

b) **Consumption Meter.** For Online Services that are offered on a consumption Meter, You must notify your reseller or Symantec directly at customer@symantec.com if you want to close Your account, otherwise, it will remain active even when You are not using the Online Services.

c) **Cancellation.** For any Subscription with a Subscription Term of no more than thirty-one (31) days, either party may cancel orders for such Subscription upon thirty (30) days' written notice before the end of the next billing cycle.

d) **End of Online Service Availability.** Symantec will provide twelve (12) months' notice of the last date of an Online Service's availability. Symantec will provide such notification to Your reseller, then-current business or technical contact, or by publication on the administrator portal for the Online Service(s). Once an Online Service is no longer available, You will no longer have access to or use of the Online Service(s).

4. TERM; TERMINATION.

a) **Term.** These Online Services Terms and Conditions are effective upon the Effective Date and will continue unless terminated as specified below.

b) **Right to Termination.** (i) This Agreement or an individual Subscription may be terminated by either party: (x) if the other party breaches any material term of this Agreement and such breach remains uncorrected for thirty (30) days following written notice; or (y) immediately, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business.

c) **Effect of Termination.** Upon termination of an individual Subscription, the Agreement and all other Subscriptions will continue in full force and effect. Upon termination of this Agreement, all current Subscriptions will be terminated immediately. Termination of this Agreement will be without prejudice to any rights or liabilities accrued as of the date of termination.

5. PRICING; INVOICES; FEES; PAYMENT; TAXES.

THE FOLLOWING TERMS SHALL APPLY ONLY IN THE EVENT THAT SYMANTEC ACCEPTS YOUR ORDER DIRECTLY. If You order from a Symantec authorized reseller, then all provisions related to pricing, invoicing, fees, payments and taxes shall be as agreed between You and such reseller. Symantec will not be liable for any agreement between You and any reseller for any other account administration on Your behalf.

a) **Invoices.** Symantec reserves the right to invoice immediately upon acceptance of an Online Service(s) order. If You require a purchase order document (“**PO**”), in order for Symantec to process Your payment of an invoice, then such PO must include sufficient detail to allow Symantec to accept and accurately fulfil Your order. Symantec reserves the right to begin invoicing You, even if Symantec cannot provide the Online Services due to Your act or omission or failure to provide required information.

b) **Fees and Payment.** You will pay Symantec the fees agreed to by the parties (“**Fees**”) within thirty (30) days from the date of invoice unless otherwise mutually agreed to in writing by the parties. If any sum payable to Symantec is not paid by the due date, Symantec reserves the right, without prejudice to any other remedy, to (i) charge interest on such overdue sum on a day to day basis from the due date until paid in full the lesser of one percent (1%) per month or the maximum rate permitted by applicable law; and/or (ii) suspend the provision of the Online Services upon five (5) days prior notice, until paid in full. Upon termination, as specified above, Symantec is entitled to invoice and be paid for all Online Services provided up to the effective date of termination and all invoices become immediately then due and payable.

c) **Taxes.** You are responsible for all taxes, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Online Services or other items provided under this Agreement, excluding tax imposed on Symantec’s net income and withholding taxes (subject to the condition of providing withholding tax payment receipts, as set forth below). Symantec will bill applicable taxes as a separate item. If a transaction is exempt from tax, You will provide Symantec with a valid exemption certificate or other evidence of such exemption in a form acceptable to Symantec. If You are required by law to withhold any tax from the payment, You will provide Symantec with original or certified copies of all tax payment receipts or other evidence of payment of taxes by You with respect to transactions under this Agreement. If You fail to provide Symantec with such tax payment receipts, if applicable, then You will reimburse Symantec for any fines, penalties, taxes and other governmental agency charges resulting from such failure.

6. LIMITED WARRANTY. Symantec warrants that it provides Online Service(s) using reasonable care and skill in accordance with the corresponding Services Description and within industry standards. The warranty for an Online Service ends when the Subscription Term ends.

SYMANTEC DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF AN ONLINE SERVICE OR THAT SYMANTEC WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD-PARTY ACCESS. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM SYMANTEC AND REPLACE ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. SYMANTEC'S WARRANTIES WILL NOT APPLY IF THERE HAS BEEN MISUSE, MODIFICATION, DAMAGE NOT CAUSED BY SYMANTEC, FAILURE TO COMPLY WITH INSTRUCTIONS PROVIDED BY SYMANTEC.

7. INTELLECTUAL PROPERTY; OWNERSHIP; RESTRICTIONS. You acknowledge that Online Services, Service Components and related processes, instructions, methods, and techniques that have been previously developed by Symantec Corporation and/or its licensors, and that the same shall remain the sole and exclusive property of Symantec Corporation and/or its licensors. Customer may not reverse engineer any Online Service. You will not assert any rights in Symantec Corporation's intellectual property or data. Symantec will not assert any ownership rights in Customer Data.

8. DEFENSE OF THIRD PARTY CLAIMS.

(a) Symantec will defend, indemnify and hold You harmless against any claims asserting that the Online Service(s) infringe any intellectual property right of a third party, and will pay any and all damages finally awarded by a court and actually paid by You, or agreed to in a final settlement by Symantec and attributable to such claim. Symantec's obligations under this provision are subject to Your not having compromised or settled such claim and doing the following: (i) notifying Symantec of the claim in writing, as soon as You learn of it; (ii) providing Symantec with all reasonable assistance and information to enable Symantec to perform Symantec's duties under this Section; and (iii) allowing Symantec and its Affiliates sole control of the defense and all related settlement negotiations. Notwithstanding the foregoing, You may participate at Your expense in the defense of any such claim with Your own counsel, provided that Symantec and its Affiliates retain sole control of the claim. You have the right to approve any settlement that affirmatively places on You an obligation that has a material adverse effect on You other than the obligations to cease using the affected Online Service or to pay sums indemnified under this Section. Such approval will not be unreasonably withheld.

(b) If the Online Services are found to infringe, or if Symantec determines in Symantec's sole opinion that the Online Services are likely to be found to infringe, then Symantec will either: (i) obtain for You the right to continue to use the Online Service(s); or (ii) modify the Online Service(s) (including, if applicable, any Service Component(s)) so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, and in the case of infringing Service Component(s), You will stop using any infringing version of such Service Component(s)); or, if Symantec determines in its sole opinion that "(i)" and/or "(ii)" are not reasonable, Symantec may (iii) terminate Your rights and Symantec's obligations under this Agreement with respect to such Online Services, and in such case shall refund to You the pre-paid fees for the relevant Online Services. Notwithstanding the above, Symantec will not be liable for any infringement claim to the extent that it is based upon: (1) modification of the Online Services other than by Symantec; (2) combination, use, or operation of the Online Service(s) with products not specifically authorized by Symantec to be combined with the Online Service(s); (3) use of the Online Service(s) other than in accordance with this Agreement; or (4) Your continued use of infringing Online Service(s) after Symantec, for no additional charge, supplies or offers to supply modified or replacement non-infringing Online Service(s).

(c) THIS SECTION STATES YOUR SOLE AND EXCLUSIVE REMEDY AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY.

9. CONFIDENTIALITY.

a) "Confidential Information" means, for purposes of this Agreement, the non-public information provided by a party ("Discloser") to the other party ("Recipient") related to the business opportunities between the parties, provided that such information is: (1) identified as confidential at the time of disclosure by the Discloser, or (2) if the initial disclosure is not in written or other tangible form, the Confidential Information will be so identified at the time of disclosure and reduced to written or other tangible form, appropriately marked and submitted by the Discloser to the Recipient as soon as reasonably practicable thereafter, but no later than thirty (30) days after disclosure. Confidential Information of Symantec shall include product architecture, product research and development plans, non-public financial data and roadmaps, whether marked as confidential or not. A Recipient may use the Confidential Information that it receives from the Discloser 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 will not disclose the Confidential Information to any third party. A Recipient will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of this Agreement, under a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

b) This Section imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of this Agreement; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the Confidential Information.

c) The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (1) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (2) discloses only as much of the Confidential Information as is required.

d) Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions. Subject to the terms of this Agreement: (i) Discloser may request the return of Confidential Information; (ii) or upon termination or completion of the Agreement or any Online Services, Recipient will either return (if technically feasible to do so) or destroy the Confidential Information and upon request of Discloser, will certify such destruction. Notwithstanding the foregoing and provided that such information is protected in accordance with the terms of this Agreement, the Recipient may continue to maintain copies of Confidential Information: (x) that is included in its data backup, which will be destroyed in accordance with the Recipient's data retention policies; or (y) as required to comply with applicable law, which will be destroyed when such obligation is met.

10. SECURITY OF CUSTOMER DATA. Symantec will protect Customer Data from unauthorized access, use or disclosure. To that effect, Symantec will maintain appropriate technical, organizational, and physical safeguards in order to protect the security and integrity of the Customer Data against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure or access.

11. PERSONAL DATA PROCESSING. You acknowledge and agree that Symantec will process Personal Data as part of the provision of the Online Services in accordance with, and for the purposes defined in the Symantec Global Privacy Statement available at www.symantec.com/privacy.

As a Processor, Symantec shall only process Personal Data on Customer's behalf in accordance with the terms of the Data Processing Addendum available at www.symantec.com/privacy.

12. LIMITATION OF LIABILITY.

a) Nothing in this Agreement shall exclude or limit: (i) Symantec's liability for death or personal injury caused by its negligence; (ii) any fraud or fraudulent pre-contractual misrepresentations made by Symantec on which You can be shown to have relied; (iii) Symantec's indemnification obligations outlined in Section 8; or (iv) any other liability which cannot be excluded by law.

b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS SUPPLIERS BE LIABLE TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, 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, ANTICIPATED SAVINGS, WASTED MANAGEMENT AND STAFF TIME; WHETHER (IN ANY SUCH CASE) ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR USE OF THE ONLINE SERVICES, AND WHETHER OR NOT SYMANTEC OR ITS SUPPLIERS HAVE BEEN ADVISED SUCH DAMAGES OR LOSSES MIGHT OCCUR; OR (II) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

c) SUBJECT TO SECTIONS A) AND B), TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC'S OR SYMANTEC'S SUPPLIERS' TOTAL AGGREGATE LIABILITY FOR EACH CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, REGARDLESS OF THEORY OF LIABILITY, IS LIMITED TO THE TOTAL OF THE FEES ACTUALLY PAID OR PAYABLE FOR THE ONLINE SERVICE GIVING RISE TO THE CLAIM, DURING THE TWELVE (12) MONTHS BEFORE THE CAUSE OF ACTION AROSE.

13. U.S. GOVERNMENT RESTRICTED RIGHTS. This Section 13 applies only to U.S. Government entities. The Online Service is deemed to be commercial computer software for purposes of FAR 12.212 and DFAR Section 227-7202. Any use, modification, reproduction release, performance, display or disclosure of the Online Service by the U.S. Government shall be solely in accordance with the terms of this Agreement, and except as otherwise explicitly stated in this Agreement all provisions of this Agreement shall apply to the U.S. Government.

14. VERIFICATION. No more than one (1) time per calendar year, Symantec may conduct a verification to confirm the quantity of Your use and compliance with restrictions under this Agreement. Upon thirty (30) days' written notice, You agree to provide Symantec with information reasonably required to support this verification. In addition to information provided by You, Symantec may conduct the verification through analysis of collected data and on-site review of Your records. On-site reviews will be i) at Symantec's expense, and ii) during Your normal business hours. Symantec may engage a third-party to complete the verification. Neither Symantec nor any third-party will require direct access Your computing systems. Symantec will provide You with a verification report with details on any non-compliance and the corresponding purchase required to resolve any non-compliance. You agree to contact Your reseller or Symantec within thirty (30) days of receipt of the verification report to receive a quote and complete the required purchase. Symantec will require the order to include, as applicable, Service fees, reinstatement costs, and interest. Interest is at the rate of one and one-half percent (1 1/2%) per month or the highest

interest rate allowed by law, whichever is lower, from the date on which any amount became due. Previously agreed upon discounts will not apply to compliance orders.

15. TRIAL SERVICES. If You are provided any Online Service for trial purposes, the trial period will commence on the date that You are notified by Symantec that the Online Service(s) has been provisioned and will continue for the time specified by Symantec, but not to exceed sixty (60) days. At any time prior to the commencement of the trial period or during the trial period, Symantec may, in its sole discretion, decline or discontinue provision of the Online Service(s) and terminate the trial with immediate effect. Once the trial period has commenced, You may terminate the trial and Symantec's provision of the Online Service upon three (3) calendar days' prior written notice to Symantec. After the trial period expires, You may request to continue using the Online Service(s) only upon purchase of a Subscription. During the trial period the Online Service is provided "AS IS" and technical support is not included. All other terms and conditions of this Agreement shall otherwise apply.

16. GENERAL.

(a) Symantec is an independent contractor and shall not be deemed Your employee or agent.

(b) Symantec has the right to subcontract the performance of the Online Services to its Affiliates or third parties, provided that Symantec remains responsible for the contractual obligations according to the Agreement.

(c) All notices, except for cancellation of Services, 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 Your address as stated in the Order Confirmation or, for Symantec, to the applicable entity as specified in (f) below, details found www.symantec.com/about/legal/repository or as updated by either party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (i) if personally delivered by courier, when delivered, or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.

(d) You may not assign the rights granted under the 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.

(e) 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.

(f) If You are located in:

(i) **the Symantec defined Americas region or Thailand**, this Agreement is with Symantec Corporation, and is governed by and construed in accordance with the laws of the State of California;

(ii) **the United Kingdom**, this Agreement is with Symantec Security (UK), Ltd., and is governed by and construed in accordance with the laws of England and Wales;

(iii) **Belgium**, this Agreement is with Symantec (Belgium) BVBA, and is governed by and construed in accordance with the laws of England and Wales;

(iv) **France**, this Agreement is with Symantec (France) SAS, and is governed by and construed in accordance with the laws of England and Wales;

(v) **Germany**, this Agreement is with Symantec (Deutschland) GmbH, and is governed by and construed in accordance with the laws of England and Wales;

(vi) **Israel**, this Agreement is with Symantec Israel Ltd., and is governed by and construed in accordance with the laws of England and Wales;

(vii) **Italy**, this Agreement is with Symantec S.r.l., and is governed by and construed in accordance with the laws of England and Wales;

(viii) **Spain**, this Agreement is with Symantec, S.L., and is governed by and construed in accordance with the laws of England and Wales;

(ix) **the Symantec defined Asia-Pacific region**, this Agreement is with Symantec Asia Pacific Pte. Ltd., and is governed by and construed in accordance with the laws of Singapore;

(x) **Japan**, this Agreement is with Symantec Japan, Inc., and is governed by and construed in accordance with the laws of Japan;

(xi) **the People's Republic of China**, for Symantec Products only, this Agreement is with Symantec Software (Beijing) Co. Ltd., and is governed by and construed in accordance with the law of China;

(xii) **Australia**, this Agreement is with Symantec (Australia) Pty Ltd, and is governed by and construed in accordance with the laws of Australia;

(xiii) **in any other country**, this Agreement is with Symantec Limited and is governed by and construed in accordance with the laws of England and Wales.

Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any applicable amendments, and without regard to principles of conflicts of law.

(g) If any provision of the Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions will remain in full force and effect. A waiver of any breach or default under the Agreement will not constitute a waiver of any other right for subsequent breach or default. No person other than a party to the Agreement will be entitled to enforce any term of it except as expressly provided in the Agreement.

(h) You acknowledge and agree that the Online Services (and applicable Services Components) and any related download or technology ("Controlled Technology") may be subject to applicable export control and trade sanction laws, regulations, rules and licenses, and that You are on notice of the information published by Symantec on <http://www.symantec.com/about/profile/policies/legal.jsp>, or successor website, and will comply with the foregoing, and with such further export restrictions that may govern individual Online Services, as specified in the relevant Service Descriptions.

(i) Any provision of the Agreement, which is intended to survive expiration or termination will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law, and Your payment obligations accrued prior to termination.

(j) The terms of this Agreement are the complete and exclusive agreement between the parties with respect to the subject matter of this Agreement, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the Parties regarding such subject matter. Neither party shall rely on any pre-contractual statements or representations not included in this Agreement. These terms and conditions prevail over any conflicting terms contained in the applicable Service Description. The 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. If this Agreement is translated in any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.

END OF ONLINE SERVICES TERMS AND CONDITIONS