



## SYMANTEC ONLINE SERVICES TRIAL TERMS AND CONDITIONS

These SYMANTEC ONLINE SERVICES TRIAL TERMS AND CONDITIONS are entered into as of the Effective Date specified in the Trial Confirmation and are made by and between the Symantec entity issuing the Trial Confirmation (“**Symantec**”) and the end user of the Online Services (“**Customer**”, “**You**” or “**Your**”) together, the “**Parties**.” This “**Agreement**” means collectively these Online Services Terms and Conditions, as well as the specific Service Description for each Online Service.

The Parties agree as follows:

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

- a) “**Customer Content**” means, any information provided by You to use the Online Service including, but not limited to, Network Data.
- b) “**Meter**” means the applicable unit(s) of measurement by which Symantec measures use of an Online Service.
- c) “**Network Data**” means data that Symantec or its Affiliates process, collect, retain and use in order to configure the Online Services, to provide the Online Services, and/or in connection with Your use of the Online Services, including but not limited to time of transaction, User IP address, username, URL, URL category, status (success or error), file type, filter result (allowed or denied), virus ID, and other metadata (e.g. browser software used), and any other network traffic (and related data related) sent to or received from Customer through use of the Online Services, in detail and/or in an aggregated form.
- d) “**Trial Confirmation**” means the electronically-generated or manual confirmation to confirm an approved request for the applicable Online Services for trial use.
- e) “**Online Service(s)**” means any Symantec branded solution delivered over the Internet and/or hosted or managed by Symantec, or its Affiliate, and made available via a network, including any “**Service Component(s)**” which means certain enabling software, hardware peripherals and associated documentation which may be separately provided by Symantec as an incidental part of an Online Service.
- f) “**Personal Data**” means the personal data as defined by applicable privacy or data protection legislation and in particular the EU Data Protection Legislation, contained in the Customer Content or the Network Data, or otherwise provided to Symantec by or collected from You, in connection with Symantec’s provision and Your use of the Online Services.
- g) “**Service Description**” means Symantec’s published description of an Online Service’s features, including, but not limited to, any service-specific additional terms and requirements, and any accompanying service level agreements (“**SLA**”).
- h) “**Trial Term**” means the period of time, beginning on the date indicated in the Trial Confirmation, for which use of the Online Service is valid, as defined in each Trial Confirmation.

### 2. **USE OF ONLINE SERVICES.**

a) **Initial Account and Service Set-Up.** You must provide Symantec with all reasonably necessary Customer Content to allow Symantec to provision and deliver each Online Service during the Trial Term.

b) **Use of Online Services.** You are permitted to use the Online Service during the Trial Term i) to evaluate the Online Service for Your internal business purpose, ii) up to the Meter amount identified in the

Trial Confirmation, iii) only for lawful business purposes and in compliance with applicable laws, and iv) in accordance with any use limitations defined in the applicable Service Description, provided, however, that the Online Service support terms, service levels, and the issuance of service credits are not applicable to this Agreement. During the Trial Term, You are solely responsible for your own commercial Information Technology (IT) lifecycle practices including backup of data, network redundancy, storage and all other necessary IT operations to maintain and operate your business. Use other than as specified in this Section 2(b) is strictly prohibited.

If You do not comply with these requirements, Symantec reserves the right to immediately suspend all or part of the Online Service during such non-compliance, without compensation to You of any kind.

c) **Use by Third Parties.** You are permitted to use the Online Services through third-party consultants, provided such parties are under written obligation to comply with this Agreement, and You assume full responsibility for their actions in connection with such use.

d) **Customer Configurations.** The Online Services do not include Your configurations, nor policies and procedures implemented and set by You that are available through the Online Services. 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 Service.

e) **Support.** Technical Support is not available during the Trial Period and any SLA or remedy contained in a Service Description shall not apply.

### 3. TERM; TERMINATION.

a) **Term.** These Online Services Trial Terms and Conditions apply for the Trial Term and are effective upon the date of acceptance or Your use of the Online Services, whichever occurs first. The Trial Term will continue for the time specified by Symantec, but not to exceed sixty (60) days.

b) **Termination.** You may cancel the Trial Term upon three (3) days' written notice to the other Party, email being a sufficient writing. Symantec shall, in its sole discretion, be entitled to decline or discontinue the provision of the Online Services and terminate the trial with immediate effect.

c) **Effect of Expiration or Termination.** Upon expiration or termination of the Trial Term, You must cease all use of the Online Service. After the Trial Term expires, You may request to continue to receive the Online Service only upon entering into a separate agreement and paying the applicable fees. Subject always to Symantec's obligations in Sections 7 (Confidentiality) and 8 (Personal Data Protection), You agree that Symantec is not obligated to return any Customer Content to You upon expiration or termination of the Trial Term or this Agreement.

4. **NO FEES.** The Trial Term is being provided to You at no cost.

**5. DISCLAIMER OR WARRANTIES. YOU AGREE THAT SYMANTEC SHALL PROVIDE THE ONLINE SERVICES ON AN "AS-IS" BASIS AND THAT THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED CONCERNING THE ONLINE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SYMANTEC DOES NOT WARRANT THAT THE ONLINE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**

6. **INTELLECTUAL PROPERTY.** You acknowledge that, while performing the Services, Symantec may use software 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.

**7. CONFIDENTIALITY.** “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. This Section 7 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. 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. 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.

**8. PERSONAL DATA PROTECTION.** You acknowledge and agree that Symantec will process Personal Data as part of the provision of the Online Services. The following terms shall apply to the extent EU Data Protection Legislation applies to the processing activities involved in the Online Services: The term “EU Data Protection Legislation” means the: (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, and repealing Directive 95/46/EC (“GDPR”); and (ii) to the extent applicable to the Online Services, any other EU or EU Member State data protection laws with respect to the processing of Personal Data under the Agreement. The terms “Controller” and “Processor” used below shall have the meaning defined in the applicable EU Data Protection Legislation. As a Processor, Symantec shall only process Personal Data on Your behalf in accordance with the Data Processing Addendum signed between the Parties and available at [www.symantec.com](http://www.symantec.com). You have been advised that during the term of this Agreement that Symantec will collect Personal Data and process it as a Controller pursuant to the privacy policy available at [www.symantec.com](http://www.symantec.com) to the extent permitted by EU Data Protection Legislation, including for the following purposes: (i) management of Customer relationship; (ii) sales administration (e.g. management of products and services ordering and invoicing, contract management, technical support renewal management); (iii) Symantec products/services related communications including technical support information such as new versions or updates; (iv) management of Symantec products and services entitlement; (e) marketing of Symantec products and services; (v) development of threat intelligence resources aiming at ensuring and 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; (vi) development and enhancement of Symantec products and services; and (vii) compliance with applicable laws, regulations and law enforcement requests.

## 9. 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 fraudulent pre-contractual misrepresentations made by Symantec on which Customer can be shown to have relied; or (iii) 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)(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 IF 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), ABOVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC'S OR SYMANTEC'S SUPPLIERS' TOTAL LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE IS LIMITED TO DIRECT DAMAGES UP TO \$500 USD.

**10. 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 third parties, provided that Symantec remains responsible for the contractual obligations according to the Agreement. (c) All notices of breach, termination or the like 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 stated in the Trial Confirmation, 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 North America or Latin America, this Agreement will be governed by the laws of the State of California, United States of America. If You are located in China, this Agreement will be governed by the laws of the Peoples Republic of China. If You are otherwise located in Asia Pacific, this Agreement is governed by the laws of Singapore. If You are located in Europe, Middle East, or Africa, this Agreement will be governed by 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) Notwithstanding the foregoing, Symantec may revise Online

Service(s) and/or Service Descriptions at any time for the following reasons: (1) it becomes necessary due to applicable laws or industry standards, including, without limitation, any change of the foregoing; (2) it becomes necessary for technological reasons when any change is made without materially degrading the Online Service(s) functionality; (3) it becomes necessary to maintain the operation of the Online Service when any change is made without materially degrading the Online Service(s) functionality; or (4) changes are in Your favor. (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. 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 TRIAL TERMS AND CONDITIONS