





Subscription and Services Program Guide – April 2016

About this Program Guide

This Subscription and Services Program Guide ("Program Guide") provides information on the ordering process under the "Subscription and Services Agreement" or "SSA". As used in this Program Guide, "you" means the company or entity named in any agreement for ordering under the Symantec Subscription and Services Program the SSA, and "we" or "Symantec" means the Symantec entity named in the same. For the most current version of this Program Guide, please go to: go.symantec.com/3S.

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About Symantec

Symantec is the global leader in security. Operating one of the world's largest cyber intelligence networks, we see more threats, and protect more customers from the next generation of attacks. We help companies, governments and individuals secure their most important data wherever it lives.

Since its inception in 1982, Symantec has grown into a Fortune 500 company through a combination of internal development, strategic acquisition and partnering with industry leaders. Our award-winning solutions enable our customers to trust that their information and identities are secure independent of device or application.

For specific country offices and contact numbers please visit our Web site at www.symantec.com.

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Table of Contents

Glossary of Terms	4
Symantec SSA Overview	6
How to Enroll in the Subscription and Services Program:	6
Symantec Agreement Number (SAN)	7
How the program works	7
Orders	8
Add-on Solutions:	9
True-Up Process	9
True-Down Process	10
Ordering; Reseller Partners	10
Affiliate Purchasing	11
Territory	12
Enterprise Maintenance	13
APPENDIX A: Meter Overrides & Meter Definitions	14
APPENDIX Deployment Territory Matrix	16
SSA True-Up/True-Down Worksheet	18



Glossary of Terms

The capitalized terms used in this Program Guide are defined as follows. Additional capitalized terms used in this Program Guide are defined in the SSA.

"<u>Add-on Solutions</u>" means an individual Licensed Software or Services offering, and corresponding Support, made commercially available by Symantec for purchase under the Subscription and Services purchase model as of the date of Customer's Order.

"<u>Affiliate</u>" of a party means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity.

"<u>Certificate</u>" means the machine-generated certificate sent to Customer by Symantec to confirm a purchase of the applicable SSA Offerings.

"<u>Channel Partner</u>" means any Symantec authorized reseller that may participate in the Subscription and Services purchase model in the Territory in which Customer is located.

<u>"Companywide Option"</u> means Customer's election to deploy a Symantec-only security solution, to the exclusion of a like offering concurrently deployed, or used in the same capacity, protecting the same users, devices, servers, or other assets.

<u>"Discretionary Deployment Option"</u> means Customer's election to deploy other like security solutions at their discretion which may be concurrently deployed, and used in the same capacity as the Symantec security solution.

"<u>Licensed Software</u>" means the Symantec software product, in object code form, including any documentation included in, or provided for use with such software.

<u>"Maintenance"</u> means security content updates, product updates, version upgrades and technical support designated for SSA Offerings. Maintenance is provided and performed subject to Symantec's then-current terms, policies and processes.

"<u>Meter</u>" means the unit of measurement by which Symantec measures, prices and sells the right to use a certain SSA Offering in effect at the time an Order is accepted, as indicated in the Order Confirmation, if not otherwise superseded by this Program Guide for the purpose of the SSA Program.

"<u>Order</u>" means Customer's purchase order with sufficient detail to allow Symantec to accept Customer's order and accurately invoice Customer for the items ordered under the SSA or Channel Partner's purchase order placed with Symantec on behalf of Customer for the items ordered under the SSA.

<u>"Order Confirmation"</u> means the digitally generated certificate or license document, or written agreement between Customer and Symantec, that accompanies, precedes or



follows an Order, which may define, but is not limited to, product, service, quantity, territory and subscription term.

"<u>SSA Offerings</u>" means any Symantec product or service, made generally available and designated as an SSA Offering.

"<u>Subscription Period</u>" means the period of time that Customer is authorized to use the SSA Offering(s).

"<u>Use Level</u>" means the quantity of entitlements, per applicable Meter, for which Customer has placed an Order.



Symantec SSA Overview

The Subscription and Services Program includes Symantec products and services, including but not limited to, software products, consulting, education and other training services, such as customer success and managed security services which can be offered in a subscription model.

Please consult a Symantec Sales account manager, or reseller partner, for more information on available SSA Offerings.

All products and services come with Support so that important upgrades and technical assistance for Symantec software will be available to you at no additional charge.

The Subscription and Services Program uses the total value of the Order to determine the discount eligibility of each Order and subsequent Orders, with higher values receiving higher discount eligibility. As Orders are placed during the Subscription Period, the Customer can receive a higher discount for subsequent Orders, including true-up Orders. The available discount may be reduced if the total value of the commitment is reduced.

How to Enroll in the Subscription and Services Program:

Enrollment Requirements

- Signed Symantec Subscription and Services Agreement. The signed SSA should be sent to the Symantec sales representative, based on the territory.
- Selection of Companywide Option, or Discretionary Deployment Option
- Initial Order of 250 users or higher for Threat Protection or Information Protection products that are licensed on a per User Meter; or
- If Companywide Option is selected, all other SSA Offerings ordered must meet the Companywide Option requirements
- In the event that no Threat Protection or Information Protection products metered on a per user basis are being purchased, then a minimum Initial Order of USD \$100,000.00 applies.

Companywide Option:

A Customer's initial Order sets the initial price discount level. A customer's discount eligibility increases as Affiliates order under the customer's master account, or as Affiliates establish and link their own Affiliate accounts to the master account. Please



refer to the "Initial Orders and bands" and "Affiliate purchasing" sections of this Program Guide for more information regarding Affiliate participation.

National organizations will benefit from purchases that are made by any Affiliate. Within the primary Customer's program territory, these purchases will count towards the organization's price band qualification. A regional, multinational, or global organization may also aggregate purchases across program territories for regional or global accumulation. (Please refer to the SSA and the "Affiliate ordering under linked Affiliate SAN" section of this Program Guide for more information regarding linking SANs for broader territorial coverage.)

Symantec Agreement Number (SAN)

The Symantec Agreement Number (SAN) is a key tool which enables customers to receive the benefits of the Symantec Subscription and Services purchase model. Each customer/organization is assigned a SAN identifying its participation in the Subscription and Services purchase model. When placing orders under the SSA, the customer references its SSA SAN to qualify orders for appropriate treatment (band-level eligibility).

The SAN offers many benefits such as the ability for a customer to link purchases to a central owner across multiple orders and to consolidate renewals. The SAN also enables organizations to establish master/affiliate purchasing relationships under the same SAN or under linked SANs.

When ordering under the SSA, the customer must use its SSASAN to identify the contract under which its SSA Orders should be processed.

A customer's SSA SAN appears on all Generated Terms issued for purchases under that SAN. The SAN is a six-digit, alphanumeric value plus a program identifier of "3SA."

Example: 3WD45G<u>3SA</u>

How the program works

The Subscription and Services purchase model uses the total value of the Agreement to determine the discount eligibility as purchases of eligible Symantec software products and services are completed. The more solutions a Customer purchases within the



Subscription and Services purchase model, the greater their discount eligibility.

As purchases are made during each Subscription Period, the Customer can move into more advantageous discounting for subsequent purchases, including the quarterly trueup process. Should the Customer be eligible for True-Down, the discount eligibility may also be reduced if applicable. (See the "True-Up" and "True-Down" sections of this Program Guide).

The Subscription and Services purchase model also allows eligible Affiliates within the original named customer's program territory to purchase under the original Customer's Symantec Agreement Number (SAN) (a "Master SAN"). Any corporate affiliate that meets program requirements may place purchases under the original customer's SAN. Alternatively, Affiliates can elect to establish their own SSA SAN (an "Affiliate SAN"), while still leveraging the master purchasing relationship. Affiliate purchases count toward the organization's pricing band for the benefit of the original-named customer and all participating affiliates. (Please see the "Affiliate purchasing" section of this Program Guide for more information.)

Customers and eligible Affiliates must provide their applicable SSA SAN with every order.

Orders

For a Customer to enroll in the Subscription and Services purchase model, its initial Order must be for at least 250 users for Threat Protection or Information Protection products that are metered on a "per user" basis. In the event that no Threat Protection or Information Protection products metered on a "per user" basis are being purchased, then a minimum initial Order of USD \$100,000.00 applies.

If the Customer elects the Companywide Option, in order for a Customer to establish and enroll under an Affiliate account linked to an existing master account, its initial Order must also be for at least 250 units. The amount of the first Order establishes the Customer's initial Subscription and Services purchase model discount level. The Order may be submitted once the Customer has received the Welcome Letter with their SSA SAN.

If the Customer elects the Discretionary Deployment Option, the minimum quantity requirement applies for 250 users or USD \$100,000.00 order minimum.

For the Subscription Period following the initial Order, a Customer may continue to order the original SSA Offerings ordered under the discount level established by their initial Order, without regard to order size. Subsequent Orders during the Term accrue and enhance the Customer's discount level eligibility. If the Customer's Affiliates use the



Master SAN to order in the same program territory, their purchases aggregate under that Master SAN. Affiliates' aggregated purchases under the Master SAN count towards discount enhancement for all orders placed using that Master SAN. Orders placed under Affiliate SANs linked to the Master SAN also count towards overall discount enhancement for the Master SAN and all linked Affiliate SANs. Should a Customer wish to purchase Add-On Solutions during the Term, these new SSA Offerings will be prorated to the end of the Term. Discount levels are calculated separately for products and services.

Add-on Solutions:

If you have elected the Companywide Option, in order to supplement your current Order(s) with an Add-on Solution during the Subscription Period, you must provide your SAN and place your Order. The dates of such Add-on Solutions ordered will be set to align with your current Subscription Period.

For example, you already have an entitlement for Add-on Solution #1 for 300 users with a Subscription Period end date of Dec 2016. In May 2016, you increase your Use Level with Add-on Solution #2; your Subscription Period for the new bundle would be set to expire in Dec 2016. If you elect to increase your Use Level with an Add-on Solution, you may do so at any time during your Subscription Period and submit a True-Up PO per the quarterly schedule in the "True-Up" section of this Program Guide.

True-Up Process

Certain SSA Offerings may be designated as eligible for the True-Up process. For those offerings, Customer is permitted the right to make and use additional licenses or usage rights (<u>"True-Up Solutions</u>") in addition to their Order(s). Subject to the below, True-Up Solution fees will be a percentage of the fees charged for the initial Order and will vary based on when Customer actually deploys the True-up Solution during a Subscription Period.

Customer must submit a true-up worksheet ("<u>True-Up/True-Down Worksheet</u>"), on a quarterly basis, detailing the quantity of each True-Up Solution used during the Subscription Period. Customer shall submit the True-up Report: (i) before each renewal Subscription Period, if Customer is renewing for an additional Subscription Period, or (ii) within ten (10) business days after the quarter end during its current Subscription Period. If Customer used True-Up Solutions during the Subscription Period, it shall submit a corresponding Order for such True-Up Solutions. If Customer did not use True-Up Solutions during a Subscription Period, it agrees to submit a True-Up Worksheet detailing zero quantity of True-Up Solutions. Symantec's then current form of True-Up Worksheet is available below.



If you have zero additional quantities to report, you must still submit a Symantec True-Up Working reflecting "0".

True-Up Worksheets must be signed by an authorized representative of your company and must be submitted prior to your subscription renewal for the following year or within ten business days after your final Subscription Period. True-Up Worksheets can be emailed directly to Symantec License Compliance at: LicenseCompliance@symantec.com

True-Down Process

Only Customers who have elected the Companywide Option and who have committed to a three (3) year Term are eligible for True-Down as follows:

During your Term, you have a ten percent (10%) unit allowance to decrease your commitment to Symantec on the basis of a reduction in force, company separation, spin-off, or divestiture. This will apply on a go-forward basis to future annual billings only and no portion of a previously billed Subscription Period will be refunded. Notify your sales representative or Customer Success Manager via the True-Up/True-Down Worksheet.

Example:

- Customer's original commitment was for 1,000 users with a start date of October 1, 2015 and expiration date of September 30, 2018.
- On July 31, 2016 customer has a reduction in force of 10%, and only needs to license 900 users.
- Customer submits the True-Up/True-Down worksheet on October 10, 2016 notifying Symantec of the True-Down.
- The annual billing, which will be invoiced on September 30, 2016, will reflect a quantity of 900 users.

Ordering; Reseller Partners

Orders placed under the SSA are submitted directly to Symantec. In the event that a customer wishes to place their order through a Channel Partner, the customer should notify their Symantec sales representative.

A Customer may choose to place its orders through any authorized Symantec Channel



Partner in its program ordering territory. Certain restrictions may apply where Symantec solutions require that a reseller hold certain certifications or authorization levels to resell a given solution. Please consult your reseller provider for more information on whether the partner is authorized to sell a desired solution.

Symantec provides pricing for each customer order based on the customer's thencurrent discount level. Symantec does not and cannot, however, set the Channel Partner's price to the Customer. Customers who are enrolled in the SSA Program must provide their SSA SAN to their chosen Channel Partner in order to receive quotes for desired orders under the program.

Affiliate Purchasing

A Customer's Affiliate located within the Ordering Territory ("<u>Authorized Affiliate</u>"), who wishes to own licenses or other usage rights and hold Support in its own name may execute an Affiliate Addendum referencing this Agreement. Authorized Affiliate(s) shall receive its own Affiliate SAN. The Subscription Period(s) for an Authorized Affiliate(s) will be based on the start dates identified in the Affiliate Addendum and not based on the start and end dates in the SSA.

Customer's Affiliates located outside of Customer's Ordering Territory and where the Subscription and Services purchase model is available may also execute an Affiliate Addendum referencing the SSA.

Under the Subscription and Services purchase model there are two ways your Affiliates can use SSA Offerings:

- 1. Customer places orders on behalf of Customer's Authorized Affiliates
 - If Customer chooses to purchase on behalf of an Authorized Affiliate, the Companywide Option is required
 - A Customer can order for any Authorized Affiliate at the same time of its initial Order or they can add an Affiliate after the initial Order
 - If ordered after the initial Order, the Authorized Affiliate's Subscription Period will be co-terminated to align to the Customer's Subscription Period
- 2. Authorized Affiliate orders using its own SSA SAN
 - Authorized Affiliate signs an Affiliate Addendum and is assigned its own SAN which is linked to Customer's SAN
 - Authorized Affiliate is the license, usage rights & support owner



- Authorized Affiliate Addendum will reflect Affiliate's Term/Subscription Period
- Authorized Affiliate is responsible for placing True Up Worksheets and Orders on its own behalf
- Companywide Option is required for all Authorized Affiliates

Territory

Customers have a Territory for ordering, installation, and use of the Symantec solutions purchased under their SAN. The Customer's Territory is established by the contract address to which their SAN is registered. The Customer selects a contact address when they enroll in SSA.

Please note that if a customer requests to change their contract address to a different country, their Territory for ordering also changes to that country. Their Territory for installation and use may also change accordingly (see below).

Territory – Ordering

The default ordering territory is the country in which the Customer's SSA SAN contact address is located. This is the territory in which the Customer can place orders using the Customer's SAN.

Territory – Installation and Use

For most Customers, the country of their ordering territory is also the territory in which they install and use the SSA Offerings purchased under their SAN.

Example: If the Customer's ordering territory is Canada, they may install and use their Symantec solutions in Canada only.

In some cases, a customer's territory for installation and use may be broader than its ordering territory.

Example: If the Customers ordering in Switzerland they may install and use their SSA Offerings anywhere in EMEA (Europe, Middle East, or Africa).

To determine where a customer can install and use the solutions ordered under their SAN, please refer to the then-current **Deployment Territory Matrix Appendix**.



Enterprise Maintenance

The SSA offers integrated Maintenance, specifically Symantec Essential Support for Symantec software offerings in the Symantec Subscription and Services Program. The following is a link to these services: <u>http://www.symantec.com/products-solutions/services/services/services/services</u>

For Symantec Hosted Services – Security, technical support is available on a twentyfour (24) hours/day by seven (7) days/week basis to assist Customers with configuration of the service; and to resolve reported problems with the service.



APPENDIX A: Meter Overrides & Meter Definitions

If you have licensed any of the below products under the SSA, the meter applicable to your use of such offerings is as described in the table below, and such meters override anything to the contrary stated in any Order Confirmation which may otherwise be provided to you.

SSA Product	SSA Meter
Data Center Security	
Control Compliance Suite Standards Manager for Servers	Per server
Data Center Security Server Advanced	Per server
Control Compliance Suite Standards Manager for Directory Services	Per user
Control Compliance Suite Standards Manager for Network Devices	Per device
Internet of Things	
Embedded Security – Critical System Protection for Controllers WINLX	Per device
Embedded Security – Critical System Protection for Devices WINLX	Per device
Embedded Security – Critical System Protection for Devices QNX	Per device
Data Loss Prevention	
DLP Suite	Per user
DLP Network Monitoring and Network Prevent Email Web	Per user
DLP Endpoint Prevent	Per device
DLP Endpoint Discover	Per device
DLP Network Discover	Per user
DLP Network Monitoring and Network Prevent Email	Per user
DLP Network Monitoring	Per user
DLP Network Monitoring and Network Prevent Web	Per user
DLP for Mobile	Per device
DLP Cloud Prevent for Microsoft Office 365 Exchange	Per user
Encryption	
PGP Command Line	Per server
Cyber Security Services	
Enterprise Wide Advanced Security Monitoring Service	Per device

The definitions of the meters specified for the SSA Offerings in the above table will be as defined as follows, and will override any conflicting definitions in any End User License Agreements (EULAs) or other standard terms.



<u>Per user</u>: each individual person who is authorized by Customer to use and/or benefit from the use of the software or service, or each individual person who actually uses and/or benefits from any portion of the product or service.

<u>Per device</u>: each single computer, storage drive, or other device with an IP address which is authorized by the Customer to access, use and/or benefit from the use of the software or service, or each device which actually accesses, uses and/or benefits from any portion of the product or service, whether or not such software or service is installed on the device.

<u>Per server</u>: each standalone system or an individual computer acting as a service or resource provider to client computers by sharing the resources within the network infrastructure, which (i) is authorized by Customer to access, use and/or benefit from the use of the software or service, or (ii) actually uses, accesses and/or benefits from any portion of the product or service, whether or not such software or service is installed on the server.



APPENDIX Deployment Territory Matrix

COUNTRY OF PURCHASE	INSTALLATION AND USE
Albania	Europe, Middle East or Africa
Austria	Europe, Middle East or Africa
Baltic's	Europe, Middle East or Africa
Belgium	Europe, Middle East or Africa
Bosnia	Europe, Middle East or Africa
Bulgaria	Europe, Middle East or Africa
Croatia	Europe, Middle East or Africa
Cyprus	Europe, Middle East or Africa
Czech Republic	Europe, Middle East or Africa
Denmark	Europe, Middle East or Africa
Finland	Europe, Middle East or Africa
France	Europe, Middle East or Africa
Germany	Europe, Middle East or Africa
Gibraltar	Europe, Middle East or Africa
Greece	Europe, Middle East or Africa
Hungary	Europe, Middle East or Africa
Iceland	Europe, Middle East or Africa
Italy	Europe, Middle East or Africa
Kosovo	Europe, Middle East or Africa



COUNTRY OF PURCHASE	INSTALLATION AND USE
Macedonia	Europe, Middle East or Africa
Malta	Europe, Middle East or Africa
Netherlands	Europe, Middle East or Africa
Norway	Europe, Middle East or Africa
Poland	Europe, Middle East or Africa
Portugal	Europe, Middle East or Africa
Romania	Europe, Middle East or Africa
Serbia	Europe, Middle East or Africa
Slovakia	Europe, Middle East or Africa
Slovenia	Europe, Middle East or Africa
Spain	Europe, Middle East or Africa
Sweden	Europe, Middle East or Africa
Switzerland	Europe, Middle East or Africa
United Kingdom	Europe, Middle East or Africa
Ireland	Europe, Middle East or Africa
All other countries	Limited to country of purchase



SSA True-Up/True-Down Worksheet

Customer Name:						
Symantec Agreement Number (SAN):				3	S	A

On a quarterly basis, we require that you align your SSA with the total number of licenses or other usage rights you used in the previous quarter. This worksheet is designed to help you simplify the True-up/True-Down process. If you have not increased your device or user counts, or used any Add-on Solutions within the prior quarter, you are still responsible for submitting this True-Up/True-Down Worksheet reflecting zero-usage, which must be signed by an authorized agent within your organization. If you used Add-on Solutions, you must submit an order with this True-up/True-Down worksheet. Contact your Symantec Sales Representative for assistance if you have any questions.

Original Count or Count as of Last True-Up (whichever is greater)	True-Up Count deployed during the previous quarter	Solution Description	If deployed Globally, please list Country of Deployment (NAM, APJ, EMEA)
Original Count or Count as of Last True-Down (whichever is greater)	True-Down Count reduced during the previous quarter	Solution Description	If deployed Globally, please list Country of Deployment (NAM, APJ, EMEA)

Please check if this is being submitted as your End of Term Reporting:

By signing below, you represent that you are duly authorized to sign on behalf of the organization identified at the top of this worksheet

Signature / Date

Once signed, please submit form to: <u>LicenseCompliance@symantec.com</u>