



## LICENSE AND SERVICES PRE-RELEASE TEST AGREEMENT

NORTONLIFELOCK INC. (“WE”, “US”) MAY BE WILLING TO LICENSE THE PRE-RELEASE SERVICES TO YOU AS AN INDIVIDUAL FOR YOUR FEEDBACK AND EVALUATION (“YOU” OR “YOUR”) ON THE CONDITIONS THAT YOU ARE A RESIDENT OF THE U.S., ARE AT LEAST 18 YEARS OLD, HAVE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT, AND THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AND SERVICES PRE-RELEASE SERVICES AND SERVICES TESTING AGREEMENT (“TEST AGREEMENT”). THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND NORTONLIFELOCK INC.

**BY INSTALLING, ENROLLING, CLICKING A CALL-TO-ACTION BUTTON SUCH AS “I ACCEPT”, OR USING THE SERVICES AND SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS TEST AGREEMENT AND THAT YOU ARE SUBJECT TO THE TERMS BELOW. IF YOU DO NOT ACCEPT THESE TERMS, YOU SHOULD NOT AND ARE NOT AUTHORIZED TO USE THE APPLICABLE SERVICES AND SOFTWARE. WE DO NOT GUARANTEE THAT YOU WILL BE SELECTED TO PARTICIPATE OR PROVIDE FEEDBACK IN TESTING.**

1. **Ownership.** NortonLifeLock Inc. owns and retains all right, title, and interest in and to the intellectual property rights in the Pre-release Services and Software including any documentation (together, the “Pre-release Services”) and any derivative works thereof, subject only to the limited license set forth herein. The intellectual property rights in the Pre-release Services mean, without limitation, patent, copyright, trademark, and trade secrets and information. You will have certain limited rights to use the Pre-release Services after acceptance of these terms and you agree that nothing contained in this Test Agreement shall be construed as granting ownership rights.
2. **Limited License.** We hereby grant you a non-exclusive, royalty-free, non-assignable license (“Limited License”) to use the Pre-release Services on the terms set forth herein until the earlier of either (a) 30 days from the date the Pre-release Services are activated, or (b) termination of the prerelease testing period, or the applicable phase of the testing period, for the Pre-release Services (the “Test Period”), or (c) on notice from us in our sole discretion at any time. The Pre-release Services may automatically deactivate and become non-operational upon expiration or termination of this Test Agreement, or at our sole discretion.
3. **Rights and Obligations.** Your rights and obligations with respect to the use of this Pre-release Services are as follows:
  - a. During the term of the Limited License you may use the Pre-release Services only to test and evaluate it for the purpose of providing feedback to us.
  - b. You may not, nor may you permit any other person to:
    - i. copy the documentation which accompanies the Pre-release Services;
    - ii. sublicense, rent, sell or lease any portion of the Pre-release Services or otherwise provide the Pre-release Services to a third party;
    - iii. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Pre-release Services, or create derivative works from the Pre-release Services; or
    - iv. use the Pre-release Services for any product development or other commercial purpose or use in any manner not expressly authorized by this Test Agreement.

The Pre-release Services may include third party features and functionalities or may access content on a third-party website. Such features, functionalities or content may be subject to such third-party terms of service and privacy policies.

4. **Updates.** We are not required to update the Pre-release Services or the content used by the Pre-release Services. However, if we in our sole discretion provide updates, they are included in the Pre-release Services and are subject to the terms of this Test Agreement unless other terms and conditions are provided by us.
5. **Minimum Requirements.** For the PC extension, Chrome 80 or later, or FireFox 76 or later. For the iOS tool, iOS13 or later.
6. **Feedback.** Feedback consists of any of your opinions, suggestions, comments or other feedback, whether it is required or provided on a voluntary basis, relating to the Pre-release Services (“Feedback”). You agree to provide reasonably requested Feedback, and you agree that: (1) we will own all right, title, and interest in and to the suggestions, even if you have designated the suggestions as confidential; (2) we will be entitled to use the suggestions without restriction; and (3) you

irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us with any assistance we may require to document, perfect, and maintain our rights in the Pre-release Services or suggestions. You may not give us any Feedback: (1) that you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (2) that is subject to license terms that seek to require any NortonLifeLock product incorporating or derived from any Feedback, or other NortonLifeLock intellectual property, to be licensed to or otherwise shared with any third party; or (3) that grants third parties any patent rights necessary to enable their products to use or interface with any specific parts of our products or services that incorporate the Feedback.

7. **Privacy.** Please read the NortonLifeLock Global Privacy Statement at <https://www.NortonLifeLock.com/privacy>, and the Product Specific [Product Specific Privacy Statement for the Pre-release Services](#), which each describe how we collect, use, process and protect your personal data and your devices when you are using and accessing the Pre-release Services.
8. **Confidential Information.** The Pre-release Services, the Feedback, product-related information and any other proprietary technology or know-how provided to you (in written, oral or any other form) in connection with testing and evaluation of the Pre-release Services is our confidential information ("Confidential Information"). You will hold all Confidential Information in confidence until it meets an exception, listed further below in this paragraph. You will use the Confidential Information only as expressly authorized in this Test Agreement and you will protect the Confidential Information from unauthorized use, dissemination or publication by using a reasonable degree of care. You are not obligated with respect to Confidential Information that you can prove: (1) is or becomes a matter of public knowledge through no fault of yours; (2) is rightfully received by you from a third party without a duty of confidentiality; (3) is independently developed by you (excluding but not limited to Feedback); (4) is disclosed under operation of law; or (5) is disclosed by you with our prior written consent. Unauthorized use or disclosure of Confidential Information may cause us irreparable harm; therefore, we will have the right to enforce this Test Agreement and any of its provisions by injunctive or other equitable relief.
9. **No Obligation.** You acknowledge and agree that we are under no obligation to offer a commercially available release of the Pre-release Services, may delay or delay offering a commercially available release of the Pre-release Services, or may modify the Pre-release Services significantly in the course of creating a commercially available release. Future versions of the Pre-release Services, if any, may not be compatible with the current evaluation release of the Pre-release Services.

#### 10. Technical Support.

We are not obligated to provide technical support or maintenance for the Pre-release Services. However, certain technical support features may be offered from within the Pre-release Services which may include live chat with a technical support agent and/or assistance from a technical support agent via remote Device access (any such technical support offered from within the Pre-release Services shall be referred to in this Test Agreement as the "Technical Support"). If such features are offered and you choose to access such Technical Support the following terms shall apply. Any such Technical Support shall be provided in our sole discretion without any guarantee or warranty of any kind. It is solely your responsibility to complete a backup of all your existing data, software and programs before receiving any Technical Support. In the course of providing the Technical Support, We may determine that the technical issue is beyond the scope of the Technical Support. We reserve the right to refuse, suspend or terminate any of the Technical Support in its sole discretion.

#### 11. Warranty Disclaimers.

**THE PRE-RELEASE SERVICES ARE PROVIDED "AS IS." THE RISKS ARISING OUT OF THE USE OR PERFORMANCE OF THE PRE-RELEASE SERVICES REMAIN WITH YOU. WE AND OUR SUPPLIERS EXPRESSLY DISCLAIM ALL CONDITIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED.**

**THE PRE-RELEASE SERVICES ARE NOT AT THE LEVEL OF PERFORMANCE OR COMPATIBILITY OF A FINAL, GENERALLY AVAILABLE OFFERING AND HAVE NOT BEEN THOROUGHLY TESTED. THE PRE-RELEASE SERVICES MAY CONTAIN DEFECTS OR DEFICIENCIES, SOME OF WHICH CANNOT OR MAY NOT BE CORRECTED. THE PRE-RELEASE SERVICES MAY NOT OPERATE CORRECTLY, AND YOU ACKNOWLEDGE THAT ALL USE, TESTING, RESEARCH AND DEVELOPMENT PERFORMED BY YOU PURSUANT TO THIS TEST AGREEMENT ARE ENTIRELY AT YOUR OWN RISK.**

#### 12. Limitation of Liability.

**SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR SUPPLIERS OR LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE PRE-**

**RELEASE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL OUR OR OUR LICENSORS' LIABILITY EXCEED THE GREATER OF THE PRICE YOU PAID FOR THE PRE-RELEASE SERVICES OR TEN U.S. DOLLARS (U.S. \$10.00).**

- 13. Indemnification.** You will defend, indemnify, and hold harmless NortonLifeLock Inc., our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (1) your use of the Pre-release Services; or (2) breach of this Test Agreement or violation of applicable law by you.
- 14. Termination of Limited License.** We may terminate this Test Agreement, including the right to use the Pre-release Services, immediately upon written or verbal notice to You. This Test Agreement shall terminate upon your breach of any term contained herein. You shall discontinue all use of the Pre-release Services upon expiration or termination of the Limited License.
- 15. Assignment.** Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 16. No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 17. Export Requirements.** You may not export or re-export the Pre-release Services or any portion thereof in violation of any applicable laws or regulations and you agree to comply with all applicable export and import control laws. You also warrant that you are not under the control of, located in, or are a resident or national, of any prohibited country under Export Administration Regulations (the "EAR") and all applicable international, national, state, regional and local laws, and regulations.
- 18. Entire Agreement.** Unless otherwise expressly agreed in writing, this Test Agreement constitutes the sole and exclusive agreement between you and us regarding the Pre-release Services, and supersedes all prior agreements, whether oral or written, and other communications between the parties relating to the subject matter set forth. You agree that your use of the Pre-release Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features of the Pre-release Services. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.
- 19. No Waivers.** The failure by either party to enforce any provision of this Test Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision later. All waivers by a party must be in writing.
- 20. Severability.** This Test Agreement is contractual and not a mere recital. If any portion is held to be invalid or unenforceable, the remaining portions will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.
- 21. Governing Law; Venue.** The laws of the State of California, without reference to conflict of law rules, govern this Test Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way must be adjudicated in a state or federal court located in Santa Clara County, California. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of that party's or any third party's intellectual property or other proprietary rights. Each party is responsible for paying its own attorney's fees. In the event of litigation, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.