

**NORTON LICENSE AGREEMENT**  
**Norton 360**

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1. License:

The software (including all its accompanying features and services), and software documentation, (including any product packaging) (the “Documentation”), that accompanies this License Agreement (collectively the “Software”) is the property of Symantec or its licensors, and is protected by copyright law. Although Symantec continues to own the Software, after Your acceptance of this License Agreement You will have certain rights to use the Software during the Service Period. The “Service Period” shall begin on the date of Your initial installation of a copy of the Software on a computer, mobile or mobile computing device (a “Device”), regardless of the number of copies of the Software that you are permitted to use in accordance with Section 1.A of this License Agreement, and shall last for the period of time set out in the Documentation or the applicable transaction documentation from the authorized distributor or reseller from which You obtained the Software. The Software may automatically deactivate and become non-operational at the end of the Service Period, and You will not be entitled to receive any feature or content updates to the Software unless the Service Period is renewed. Subscriptions for renewals of the Service Period will be available in accordance with Symantec’s support policy posted at [http://www.symantec.com/norton/support/technical\\_support\\_policy.jsp](http://www.symantec.com/norton/support/technical_support_policy.jsp).

This License Agreement governs any releases, revisions, updates or enhancements to the Software that Symantec may make available to You. Except as may be modified by the Documentation, and subject to Symantec’s right to terminate for Your breach pursuant to Section 10, Your rights and obligations under this License Agreement with respect to the use of this Software are as follows.

During the Service Period, You may:

- A. use one copy of the Software on a single Device. If a greater number of copies and/or number of Devices is specified within the Documentation or the applicable transaction documentation from the authorized distributor or reseller from which You obtained the Software, You may use the Software in accordance with such specifications;
- B. make one copy of the Software for back-up or archival purposes, or copy the Software onto the hard disk of Your Device and retain the original for back-up or archival purposes;
- C. use the Software on a network, provided that You have a licensed copy of the Software for each Device that can access the Software over that network;
- D. permanently transfer all of Your rights in the Software granted under this License Agreement to another person or entity, provided that You retain no copies of the Software and the transferee agrees to the terms of this License Agreement. Partial transfer of Your rights under this License Agreement shall

not be permitted. For example, if the applicable documentation grants You the right to use multiple copies of the Software, only a transfer of the rights to use all such copies of the Software would be valid; and

E. use the Software in accordance with any additional permitted uses which may be set forth below.

You may not, nor may You permit any other person to:

A. sublicense, rent or lease any portion of the Software;

B. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software or create derivative works from the Software;

C. use the Software as part of a facility management, timesharing, service provider or service bureau arrangement; or

D. use the Software in any manner that is not permitted pursuant to this License Agreement.

## 2. Software Feature and Content Updates:

A. You shall have the right to receive new features to the Software as Symantec, in its sole discretion, makes such features available with the Software during Your Service Period. Symantec continually strives to improve the usability and performance of its products and services. In order to optimize the Software Symantec may, at its discretion and without notice, add, modify or remove features from the Software at any time.

B. Certain software uses content that is updated from time to time, including but not limited to the following software: antivirus and crimeware software use updated virus definitions; antispyware software uses updated spyware definitions; antispam software uses updated antispam rules; content filtering and antiphishing software use updated URL lists; some firewall software use updated firewall rules; vulnerability assessment products use updated vulnerability data and web site authentication software uses updated lists of authenticated web pages; these updates are collectively referred to as "Content Updates" (or alternatively referred to as "Protection Updates" or "Security Updates" at times). You shall have the right to receive Content Updates for the Software during Your Service Period.

## 3. Product Installation; Required Activation:

A. During the installation process, the Software may uninstall or disable other security products, or features of such products, if such products or features are incompatible with the Software or for purposes of improving the overall functionality of the Software.

B. There may be technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. You agree that Symantec may use these measures to protect Symantec against software piracy. This Software may contain enforcement technology that limits the ability to install and uninstall the Software on a Device to not more than a finite number of times for a finite number of Devices. This License Agreement and the Software containing enforcement technology may require activation as further set out in the Documentation. If so, the Software will only operate for a finite period of time prior to Software activation by You. During activation, You may be required to provide Your unique activation code accompanying the Software and Device configuration in the form of an alphanumeric code over the Internet to verify the authenticity of the Software. If You do not complete the activation within the finite period of time set forth in the Documentation, or as prompted by the Software, the Software will cease to function until activation is complete; at which time the Software functionality will be restored. In the event that You are not able to activate the Software over the Internet, or through any other method specified during the activation process, You may contact Symantec Customer Support using the information provided by Symantec during activation, or as set out below.

## 4. Online Backup Feature:

The Software includes an online backup feature, which provides the capability to store and retrieve Your files on Symantec's system via the Internet during the Service Period ("Online Backup Feature"), subject to the amount of online backup space provided with Your Software and/or which You additionally purchase. If You choose to use the Online Backup Feature, You must complete the activation process within the Software for such feature. In the event that You install a newer version of the Software during

Your Service Period, You may be required to reactivate the Online Backup Feature using the original email address You provided during the initial activation process.

A. Norton Account. A current Symantec Norton Account (“Norton Account”) is required to access and use the Online Backup Feature. If you do not have a Norton Account, You must complete the applicable registration process to create a Norton Account in order to use the Online Backup Feature. You are entirely responsible for maintaining the confidentiality of Your Norton Account password.

B. Communication Connections; Online Backup Feature Availability. You are solely responsible for acquiring and maintaining the Internet or telecommunications services and devices required to access and/or use the Online Backup Feature. The Online Backup Feature is provided “as is” and “as available” and Symantec will not be responsible for pay You for any loss or damage resulting from any downtime of the Online Backup Feature due to reasonable scheduled maintenance, maintenance for critical issues or forces beyond the reasonable control of Symantec.

C. User Conduct and Responsibility; Compliance with Applicable Laws. Use of the Online Backup Feature (including the transmission of any data You choose to store through the Online Backup Feature (“Data”)) is subject to all applicable local, state, national and international laws and regulations, including but not limited to the United States export laws. You agree to comply with such applicable laws and regulations and with the specifications set out in the Documentation or the applicable transaction documentation from the authorized reseller from which You obtained the Software and not to (a) use the Online Backup Feature for illegal purposes, (b) transmit or store material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another’s privacy; (c) transmit or store data belonging to another party without first obtaining all consents required by law from the data owner for transmission of the data to Symantec for storage within the United States; (d) transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs; (e) interfere with or disrupt servers or networks connected to the Online Backup Feature; or (f) attempt to gain unauthorized access to the Online Backup Feature, the accounts of other Online Backup Feature users, or computer systems or networks connected to the Online Backup Feature.

Your obligations in this Section 4.C regarding use of the Online Backup Feature apply to all use of the Online Backup Feature in connection with Your Norton Account. You are solely responsible for the use of the Online Backup Feature, and the Data transmitted or stored through the Online Backup Feature, in connection with Your Norton Account.

D. Responsibility for payment. To the maximum amount permissible under applicable law, You agree to pay Symantec, its parents, subsidiaries, affiliates, officers, directors, employees and agents the amount of any claims, demands, costs, damages, losses, liabilities and expenses, including reasonable attorneys’ fees, made by any third party arising out of or in connection with use of the Online Backup Feature through Your Norton Account to the extent any such claims, demands, costs, damages, losses, liabilities and expenses arise as a result of Your breach of this License Agreement or Your negligence or willful misconduct. Such amount may include but is not limited to responsibility for payments of any such claims, demands, costs, damages, losses, liabilities and expenses arising out of or in connection with the Data transmitted or stored through the Online Backup Feature in connection with Your Norton Account.

E. Termination; Suspension. Your right to use the Online Backup Feature will terminate on expiration of the Service Period. Symantec may immediately suspend or terminate use of the Online Backup Feature during the Service Period for Your failure to or Symantec’s reasonable belief that You have failed to comply with these terms and conditions (other than a trivial or inconsequential breach). or any other misuse of the Online Backup Feature. Following the expiration or termination of the Service Period:

- Symantec may permanently delete any Data stored to the online backup space provided with Your Software ;
- Symantec will not be obligated to maintain such Data, forward such Data to You or a third party, or migrate such Data to another backup service or account; and
- You will not be able to store the Data to any additional backup space that you may have purchased separately unless and until the Service Period is renewed.

F. Miscellaneous. Symantec has no obligation to monitor use of the Online Backup Feature and/or Data transmitted or stored through the Online Backup Feature. To the maximum extent permissible under applicable law and notwithstanding the provisions of the third paragraph of section 6 below, Symantec reserves the right at all times to monitor, review, retain and/or disclose any Data or other information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to investigate any use or suspected breach of this License Agreement.

5. Technical Support:

In connection with Your use of the Software You may choose to access certain technical support features that may be offered from within the Software, which may include live chat with a technical support agent and/or assistance from a technical support agent via remote computer access (any such technical support offered from within the Software shall be referred to in this License Agreement as the "Technical Support"). Any such Technical Support shall be provided in Symantec's sole discretion without any guarantee or warranty of any kind other than any guarantees applicable under consumer laws in Your jurisdiction which cannot be excluded or limited in any way. 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, Symantec may determine that the technical issue is beyond the scope of the Technical Support. Symantec reserves the right to refuse, suspend or terminate any of the Technical Support in its sole discretion.

6. Sixty (60) Day Money Back Guarantee:

If You are the original licensee of this copy of the Software and are not completely satisfied with it for any reason, please make no further use of the Software and contact Symantec Customer Service, using the contact details set out in Section 12 of this License Agreement, for a refund of the money You paid for the Software (less shipping, handling, and any applicable taxes except in certain states and countries where shipping, handling and taxes are refundable) at any time during the sixty (60) day period following the date of purchase.

7. Limited Warranty:

Symantec warrants that any media manufactured by Symantec on which the Software is distributed will be free from defects for a period of sixty (60) days from the date of delivery of the Software to You. Your sole remedy in the event of a breach of this warranty will be that Symantec will, at its option, replace any defective media returned to Symantec within the warranty period or refund the money You paid for the Software. Symantec does not warrant that the Software will meet Your requirements or that operation of the Software will be uninterrupted or that the Software will be error-free. For the avoidance of doubt, references to "Software" in the foregoing sentence shall include, but not be limited to, the Online Backup Feature and Technical Support.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.**

8. Disclaimer of Damages:

**SOME STATES AND COUNTRIES 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 AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS 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 SOFTWARE (INCLUDING BUT NOT LIMITED TO USE**

**OF THE ONLINE BACKUP FEATURE AND TECHNICAL SUPPORT) EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IN NO CASE SHALL SYMANTEC'S OR ITS LICENSORS' LIABILITY EXCEED THE PURCHASE PRICE WHICH YOU PAID FOR THE APPLICABLE SERVICE PERIOD. The disclaimers and limitations set forth above will apply regardless of whether You accept the Software.**

9. U.S. Government Restricted Rights:

For U.S. Government procurements, the Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement.

10. Export Regulation:

You acknowledge that the Software and related technical data and services (collectively "Controlled Technology") may be subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Symantec product is prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. **USE OR FACILITATION OF SYMANTEC PRODUCT IN CONNECTION WITH ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO, THE DESIGN, DEVELOPMENT, FABRICATION, TRAINING, OR TESTING OF CHEMICAL, BIOLOGICAL, OR NUCLEAR MATERIALS, OR MISSILES, DRONES, OR SPACE LAUNCH VEHICLES CAPABLE OF DELIVERING WEAPONS OF MASS DESTRUCTION IS PROHIBITED, IN ACCORDANCE WITH U.S. LAW.**

11. Arbitration:

If You are a U.S. customer, You and Symantec agree that any dispute, claim or controversy arising out of or relating in any way to the Software or this License Agreement, shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to this License Agreement, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that You and Symantec are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this License Agreement and/or the termination of Your Symantec product license.

If You elect to seek arbitration, You must first send to Symantec, by certified mail, a written Notice of Your claim ("Notice of Claim"). The Notice of Claim to Symantec should be addressed to: General Counsel, Symantec, Inc., 350 Ellis Street, Mountain View, CA 94043 and should be prominently captioned "NOTICE OF CLAIM". The Notice of Claim should include both the mailing address and email address You would like Symantec to use to contact You. If Symantec elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to Your billing address on file. A Notice of Claim, whether sent by You or by Symantec, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought ("Demand").

If You and Symantec do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, You or Symantec may commence an arbitration proceeding or file a claim in small claims court. You may download or copy a form of notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). If You are required to pay a filing fee, Symantec will promptly reimburse You for Your payment of the filing fee after arbitration is commenced. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes

(collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this License Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this License Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless Symantec and You agree otherwise, any arbitration hearings will take place in the county (or parish) of either the mailing address You provided in Your Notice or, if no address was provided in Your Notice, Your billing address on file. If Your claim is for U.S. \$10,000 or less, Symantec agrees that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues You an award that is greater than the value of Symantec's last written settlement offer made before an arbitrator was selected (or if Symantec did not make a settlement offer before an arbitrator was selected), then Symantec will pay You, in addition to the award, either U.S. \$500 or 10% of the amount awarded, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

YOU AND SYMANTEC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and Symantec agree otherwise, the arbitrator may not consolidate more than one person's claims with Your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

#### 12. General:

This License Agreement will be governed by the laws of the State of California, United States of America. This License Agreement is the entire agreement between You and Symantec relating to the Software and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. Notwithstanding the foregoing, nothing in this License Agreement will diminish any rights You may have under existing consumer protection legislation or other applicable laws in Your jurisdiction that may not be waived by contract. Symantec may terminate this License Agreement if You breach any term contained in this License Agreement (other than a trivial or inconsequential breach) and, if such termination occurs, You must cease use of and destroy all copies of the Software and Documentation. The disclaimers of warranties and damages and limitations on liability shall survive and continue to apply after termination. This License Agreement may only be modified by the Documentation or by a written document that has been signed by both You and Symantec. Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to Symantec Customer Service, 555 International Way, Springfield, OR 97477, U.S.A. or visit the Support page at [www.symantec.com](http://www.symantec.com).

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

#### 13. Privacy; Data Protection:

From time to time, the Software may collect certain information, including personally identifiable information, from the Device on which it is installed, which may include:

- Information on potential security risks as well as URLs of websites visited that the Software deems potentially fraudulent. The URLs could contain personally identifiable information that a potentially fraudulent website is attempting to obtain without Your permission. This

information is collected by Symantec for the purpose of delivering the functionalities of the software, and also for evaluating and improving the ability of Symantec's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks.

- URLs of websites visited as well as search keywords and search results only if the Norton Safe Web feature is enabled. This information is collected by Symantec for the purpose of providing protection and of evaluating and advising You regarding potential threats and risks that may be associated with a particular Web site before You view it.
- Executable files and files that contain executable content that are identified as potential malware, including information on the actions taken by such files at the time of installation. These files are submitted to Symantec using the Software's automatic submission function. Such automatic submission function may be deactivated after installation by following the instructions in the Documentation for applicable products. The collected files could contain personally identifiable information that has been obtained by the malware without Your permission. Files of this type are being collected by Symantec only for the purpose of improving the ability of Symantec's products to detect malicious behavior.
- The name given to the Device during the initial setup of such Device. If collected, the name will be used by Symantec as an account name for the Device under which You may elect to receive additional services and/or under which You may use certain features of the Software. You may change such account name at any time after installation of the Software and it is recommended that You do so.
- Status information regarding installation and operation of the Software. This information indicates to Symantec whether installation of the Software was successfully completed as well as whether the Software has encountered an error. The status information could contain personally identifiable information only if such information is included in the name of the file or folder encountered by the Software at the time of installation or error. The status information is collected by Symantec for the purpose of evaluating and improving Symantec's product performance and installation success rate. Symantec may also use this information to optimize its web-pages.
- Information contained in email messages that You send through the Software to Symantec to report as spam or as incorrectly identified as spam. These email messages may contain personally identifiable information and will be sent to Symantec only with Your permission, and will not be sent automatically. If You send such messages to Symantec, Symantec will use them only for the purpose of improving the detection ability of Symantec's antispam technology. Symantec will not correlate or match up these files with any other personally identifiable information.
- Information contained in a report that You may choose to send through the Software to Symantec when the Software encounters a problem. The report includes information regarding the status of both the Software and Your Device at the time that the Software encountered the problem. The status information about Your Device may include the system language, country locale, and the operating system version for Your Device, as well as the processes running, their status and performance information, and data from files or folders that were open at the time the Software encountered the problem. The information could contain personally identifiable information if such information is included in, or is a part of the name of the files or folders open at the time the Software encountered the problem. This information will be sent to Symantec only with Your permission, and will not be sent automatically. The information is collected by Symantec for the purpose of correcting the encountered problem and improving Symantec's product performance. This information will not be correlated or matched up with any personally identifiable information.
- The Internet Protocol (IP) address and/or Media Access Control (MAC) address and the Machine ID of the Device on which the Software is installed to enable the Software to function and for license administration purposes.
- Other general, statistical information used for product analysis, and for improving product functionality.

Unless it is expressly defined as optional, the collected information as set out above is necessary for the purpose of the functionality of Symantec's products.

Information may be transferred to the Symantec group in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the

European Union) and may be accessible by Symantec employees or contractors exclusively to be used in accordance with the purposes described above. For the same purposes the information may be shared with partners and vendors that process information on behalf of Symantec. Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection.

Subject to applicable laws, Symantec reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to Your use of this Software. This means that Symantec may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation. In order to promote awareness, detection and prevention of Internet security risks, Symantec may share certain information with research organizations and other security software vendors. Symantec may also use statistics derived from the information to track and publish reports on security risk trends. By using the Software, You acknowledge and agree that Symantec may collect, transmit, store, disclose and analyze such information for these purposes.

In addition, any Data that You transmit or store through the Online Backup Feature will be transferred to and stored in servers located in countries that may have less protective data protection laws than the country in which You are located (including without limitation the United States). These servers are owned and maintained by a third party processor which Symantec has required by contract to safeguard Your Data. If you have any questions about how Your Data is being handled, please contact Symantec Customer Service using the contact details in Section 12.

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