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Norton AntiVirus for Mac® or Norton Internet Security for Mac®

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- 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 9

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

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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 thereof, 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 computer to not more than a finite number of times for a finite number of computers. This License Agreement and the Software containing enforcement technology may require activation as further set forth 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 computer 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 forth below.

4. Technical Support:

Certain technical support features may be offered from within the Software and 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 10

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 Symantec’s 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, 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.

5. Privacy; Data Protection:

From time to time, the Software may collect certain information from the computer 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 evaluating and improving the ability of Symantec’s products to detect malicious behavior, potentially fraudulent websites and other Internet security risks. This information will not be correlated with any personally identifiable information.
- 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 evaluating and advising You regarding potential threats and risks that may be associated with a particular Web site before You view it. This information will not be correlated with any personally identifiable information.
- Executable files 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. 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. Symantec will not correlate these files with any personally identifiable information. Such automatic submission function may be deactivated after installation by following the instructions in the Documentation for applicable products.
- The name given during initial setup to the computer on which the Software is being installed. If collected, the name will be used by Symantec as an account name for such computer under which You may elect to receive additional services and/or under which You may use certain features of the Software. You may change the account name at any time after installation of the Software (recommended).
- 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. This information will not be correlated with any personally identifiable information.
- 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 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 computer at the time that the Software encountered the problem. The status information about Your computer may include the system language, country locale, and the operating system version for Your computer, 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 with any personally identifiable information.

□ The Internet Protocol (IP) address and/or Media Access Control (MAC) address of the computer on which the Software is installed, as well as other general, statistical information used for license administration, product analysis, and for improving product functionality. This information will not be correlated with any personally identifiable information.

The collected information as set out above is necessary for the purpose of optimizing the functionality of Symantec's products and 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), but Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection.

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B. Subject to the previous provisions of this Section 8, Symantec shall have no liability to You for any loss which is not a reasonably foreseeable consequence of Symantec's breach when this License Agreement commences. As a Consumer, Your use of the Software will be non-commercial. Symantec shall therefore not be liable to You for any loss of profit, revenue, anticipated savings, contracts or time arising out of Your use of or inability to use the Software.

C. We strongly recommend that You back up Your data frequently.

D. You shall at all times be under a duty to mitigate Your loss.

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Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Consumer Support, PO Box 5689, Dublin 15, Ireland or (ii) Symantec Customer Service, 1 Julius Ave, North Ryde, NSW 2113, Australia, or visit the Support page for your country or region, which can be located at <http://www.symantec.com/globalsites/index.jsp>.

12. IncoTerms:

If You enter this License Agreement for purposes related to your business, trade or profession and, therefore, You qualify as a Business Customer, the Software is delivered ExWorks (EXW) Symantec's shipping point (ICC INCOTERMS 2000).

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