

NORTON LICENSE AGREEMENT

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (“LICENSE AGREEMENT”) CAREFULLY BEFORE USING THE SOFTWARE AND SERVICES (AS DEFINED BELOW). **BY ENTERING THIS AGREEMENT, YOU AGREE TO RESOLVE ALL DISPUTES WITH SYMANTEC THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 12 BELOW).** SYMANTEC CORPORATION, IF YOU ARE LOCATED IN THE AMERICAS; OR SYMANTEC ASIA PACIFIC PTE LTD, IF YOU ARE LOCATED IN THE ASIA PACIFIC RIM OR JAPAN; OR SYMANTEC LIMITED, IF YOU ARE LOCATED IN EUROPE, THE MIDDLE EAST OR AFRICA (“SYMANTEC”) IS WILLING TO LICENSE THE SOFTWARE AND SERVICES TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE AND SERVICES (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY OPENING THIS PACKAGE, BREAKING THE SEAL, CLICKING THE “I AGREE” OR “YES” BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE SOFTWARE AND SERVICES OR OTHERWISE USING THE SOFTWARE AND SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “CANCEL” OR “NO” OR “CLOSE WINDOW” BUTTON OR OTHERWISE INDICATE REFUSAL, MAKE NO FURTHER USE OF THE SOFTWARE AND SERVICES, AND CONTACT (i) YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 13 OF THIS LICENSE AGREEMENT, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE AMOUNT YOU PAID FOR THE CURRENT SERVICE PERIOD (DEFINED BELOW) (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 OF AN ANNUAL SUBSCRIPTION OR WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF PURCHASE OF A MONTHLY SUBSCRIPTION, OR (ii) YOUR SERVICE PROVIDER (AS DEFINED BELOW) FOR INFORMATION ON HOW TO OBTAIN A REFUND IF YOU OBTAINED THE SOFTWARE AND SERVICES FROM YOUR SERVICE PROVIDER.

1. License:

The software and services and documentation, (including any product packaging) (the “Documentation”), that accompanies this License Agreement (collectively the “Software and Services”) is the property of Symantec or its licensors, and is protected by copyright law. Although Symantec or its licensors continues to own the Software and Services, after Your acceptance of this License Agreement, You will have certain rights to use the Software and Services during the Service Period (as defined below). All rights not expressly granted to You are retained by Symantec and/or its licensors. The “Service Period” shall begin on (a) the date of Your initial installation or use of the Software and Services on a computer, virtual environment, mobile or mobile computing device (a “Device”), or (b) the date you have accepted this License Agreement, or (c) if You purchased Your Software and Services from the Norton online store, the date You complete your purchase, or (d) if You received the Software and Services as part of a multiple product offering, the date Your purchase for such multiple product offering is completed, or (e) if You obtained the rights to use the Software and Services as described in this License Agreement from a Symantec authorized service provider (“Service Provider”), the date determined by such Service Provider. The Service Period shall last for the period of time set out in the Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Service Provider from which You obtained the Software and Services. The Software and Services 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 and Services unless the Service Period is renewed. Subscriptions for renewals of the Service Period will (i) be available in accordance with Symantec’s support policy posted at http://www.symantec.com/norton/support/technical_support_policy.jsp or (ii) be provided by Your Service Provider in accordance with such Service Provider’s policies, if You obtained the Software and Services from Your Service Provider.

This License Agreement governs any releases, revisions, updates or enhancements to the Software and Services that Symantec may make available to You. Except as may be modified by the Documentation, Your rights and obligations under this License Agreement with respect to the use of this Software and Services are as follows.

During the Service Period, You may:

- A. use one copy of the Software and Services 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, reseller, or Service Provider from which You obtained the Software and Services, You may use the Software and Services in accordance with such specifications;
- B. make one copy of the software for back-up or archival purposes, or copy the software and Services onto the hard disk of Your Device and retain the original for back-up or archival purposes;
- C. use the Software and Services on a network, provided that You have a licensed copy of the Software and Services for each Device that can access the Software and Services over that network;
- D. permanently transfer all of Your rights in the Software and Services granted under this License Agreement to another person or entity, provided that You retain no copies of the Software and Services and the transferee agrees to all the terms of this License Agreement. For the avoidance of doubt, if the Software and Services being transferred is part of a multiple product offering You must transfer all Your rights to all product offerings included in such Software and Services. Partial transfer of Your rights under this License Agreement shall not be permitted and any such attempts shall be void and null. For example, if the Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Service Provider grants You the right to use multiple copies of the Software and Services or the right to install the Software and Services on multiple Devices, only a transfer of all the rights to use all such copies and Device installations of the Software and Services would be valid. For the avoidance of doubt, the foregoing rights to transfer do not apply if You obtained the Software and Services from Your Service Provider; and
- E. use the Software and Services 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 and Services;
- B. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software and Services or create derivative works from the Software and Services;
- C. provide, offer or make available the Software and Services as part of a facility management, timesharing, service provider or service bureau arrangement; or
- D. use the Software and Services in any manner that is not permitted pursuant to this License Agreement.

The Software and 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.

2. Software and Services and Automatic Content Updates:

A. You shall have the right to receive new features to and versions of the Software and Services as Symantec, in its sole discretion, makes such features and versions available during Your Service Period. Symantec continually strives to improve the usability and performance of its products and services. In order to optimize the Software and Services, and to provide You with the most current version of the Software and Services, You agree the Software and Services may download and install new updates and versions of the Software and Services as they are made available by Symantec in its sole discretion. You agree to receive and permit Symantec to deliver such new updates and versions to Your Device. Additionally, Symantec may modify the terms and conditions that apply to Your use of the Software and Services to reflect such updates and versions and You agree to such updated terms. Except as provided in Section 12 (B)(e) below, or unless You have otherwise affirmatively agreed to such changes, by continuing to use the Software and Services after the modifications become effective, You agree to be bound by the revised terms.

B. Certain Software and Services use content that is updated from time to time, including but not limited to the following: antivirus and crimeware software use updated virus definitions; antispyware software uses updated spyware definitions; antispyware software uses updated antispyware 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". You shall have the right to receive Content Updates for the Software and Services during Your Service Period.

3. Product Installation; Required Activation; Norton Account:

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

B. There may be technological measures in this Software and Services that are designed to prevent unlicensed or illegal use of the Software and Services. You agree that Symantec may use these measures to protect Symantec against Software and Services piracy. This Software and Services may contain enforcement technology that limits the ability to install and uninstall the Software and Services on a Device to not more than a finite number of times for a finite number of Devices. This License Agreement and the Software and Services containing enforcement technology may require activation as further set out in the Documentation. If so, the Software and Services will only operate for a finite period of time prior to Software and Services activation by You. During activation, You may be required to provide Your unique activation code accompanying the Software and Services and Device configuration in the form of an alphanumeric code over the Internet to verify the authenticity of the Software and Services. If You do not complete the activation within the finite period of time set forth in the Documentation, or as prompted by the Software and Services, the Software and Services will cease to function until activation is complete; at which time the Software and Services functionality will be restored. In the event that You are not able to activate the Software and Services over the Internet, or through any other method specified during the activation process, You may contact either (i) Symantec Customer Support using the information provided by Symantec during activation, or as set out in Section 13 below, or (ii) Your Service Provider, or the entity set out in the documentation issued to You by Your Service Provider, if You obtained the Software and Services from Your Service Provider.

C. Norton Account. A current Symantec Norton Account (“Norton Account”) may be required to access and use the Software and Services. In such case, 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 Software and Services. A Norton Account may not be required if You obtained the rights to use the Software and Services from a Service Provider who requires You to have a different user account (“SP User Account”) to access and use the Software and Services. Please refer to the applicable transaction documentation with Your Service Provider to determine whether a Norton Account or a SP User Account is required to access and use the Software and Services. You are entirely responsible for maintaining the confidentiality of Your Norton Account or SP User Account password. Additionally, if You transfer all of Your rights in the Software and Services pursuant to this Agreement, You must also relinquish Your access to, or management of, the license key of the transferred Software and Services from Your Norton Account. Please contact Symantec Customer Service or visit the Symantec Support page set forth below.

4. Safe Search and Online Backup Features:

A. Safe Search. The Software and Services may include a Safe Search feature which provides You the ability to safely search the Internet. This may be offered via, but is not limited to, a Symantec search toolbar.

B. Online Backup.

The Software and Services may include an online backup feature, which provides the capability to store and retrieve Your data 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 Services and/or which You additionally purchase. If You choose to use the Online Backup Feature, You must complete the activation process within the Software and Services for such feature.

a. Availability. The Online Backup Feature is provided “as is” and “as available” and Symantec will not be responsible to 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.

b. 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 distributor, reseller, or Service Provider from which You obtained the Software and Services and not to (i) use

the Online Backup Feature for illegal purposes, (ii) 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; (iii) 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; (iv) transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs; (v) interfere with or disrupt servers or networks connected to the Online Backup Feature; or (vi) 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 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.

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.

c. 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 comply, 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 and Services;
- 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.

d. 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 Section 14 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:

Certain technical support features may be offered from within the Software and Services, 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 and Services shall be referred to in this License 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 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. Norton Automatic Renewal Service:

Your Norton subscription purchase includes Automatic Renewal Service. At the end of Your Service Period, the Service will be renewed and Your payment method will be charged the then-current renewal price (plus applicable taxes) automatically, without any additional action by You. At any time after Your purchase, You may change Your subscription settings, including cancelling Your automatic renewal, at manage.norton.com. Annual Automatic Renewal Service charges are eligible for a refund within sixty (60) days of the renewal purchase date. Please see the [Norton Return Policy](#) for more information on obtaining refunds for Norton products.

7. Money Back Guarantee:

If You are the original licensee of the Software and Services and are not completely satisfied with it for any reason, please make no further use of the Software and Services and contact (i) the authorized reseller that sold You the Software and Services, or (ii) the authorized reseller that sold You the device that includes the Software and Services as pre-loaded in the device, if You obtained the Software and Services as part of a device bundled offering, or (iii) Symantec Customer Service, using the contact details set out in Section 13 of this License Agreement, for information on how to obtain a refund of the amount You paid for the current Service Period (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 of an annual subscription, within sixty (60) days of the purchase of the automatic renewal purchase date of an annual subscription, or within thirty (30) days following the date of purchase of a monthly subscription (the "Refund").

For the avoidance of doubt, the Refund will not apply if You obtained the Software and Services from our service Provider. Furthermore, the Refund will not apply to repurchases of the same Norton product which has been previously purchased and refunded.

8. Limited Warranty:

Symantec warrants that any media manufactured by Symantec on which the Software and Services is distributed will be free from defects for a period of sixty (60) days from the date of delivery of the Software and Services 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 and Services. Symantec does not warrant that the Software and Services will meet Your requirements or that operation of the Software and Services will be uninterrupted or that the Software and Services will be error-free. For the avoidance of doubt, references to "Software and Services" 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.

9. 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 AND SERVICES (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 OR USE THE SOFTWARE AND SERVICES.

10. 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.

11. Export Regulation:

You acknowledge that the Software and Services 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, including Afghanistan and Iraq. **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.**

12. Dispute Resolution:

Symantec believes that most disagreements can be resolved informally and efficiently by contacting Symantec customer support. If You are a U.S. customer, and the dispute is not resolved through Symantec customer support, You and Symantec agree that any such dispute, claim or controversy arising out of or relating in any way to the Software and Services or this License Agreement (a "Claim"), shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction, as follows:

A. Small Claims Court: You may elect to litigate your Claim in small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction and the amount at issue in the dispute. You agree to bring a Claim in small claims court in your county of residence or in the Superior Court of California, County of Santa Clara.

B. Arbitration: 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.

a. Notice of Claim: 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; (b) set forth the specific amount of damages or other relief sought ("Demand"); and (c) whether You reject any subsequent modification of the Dispute Resolution section by Symantec (see Section 12(B)(e)).

b. Arbitration Proceedings: 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, alternatively, 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. The arbitration will be governed by the Consumer or Commercial Arbitration Rules, as appropriate, of the American Arbitration Association ("AAA") (collectively, the "AAA Rules"), 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 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 Your residence or of the mailing address You provided in Your Notice of Claim. 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. 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.

c. Arbitration Fees: If Your claim for damages does not exceed \$10,000, Symantec will pay all fees imposed by the AAA to conduct the arbitration, including reimbursement of Your initial filing fee, unless the arbitrator finds that either the substance of Your claim or the relief sought in Your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If Your claim for damages exceeds \$10,000, standard AAA Rules will govern the payment of all AAA fees, including filing, administration and arbitrator fees.

d. Class Action Waiver: **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, if You have elected arbitration, 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 Dispute Resolution section shall be null and void.

e. Modification of Dispute Resolution Section: Notwithstanding Section 2(A), if Symantec changes this "Dispute Resolution" section after the date You first accepted this License Agreement, and You have not otherwise affirmatively agreed to such changes, You may reject any such change by so stating within Your Notice of Claim. By failing to reject any changes to this Dispute Resolution section in Your Notice of Claim, You agree to resolve any Claim between You and Symantec in accordance with the terms of the Dispute Resolution section in effect as of the date of Your Notice of Claim. Current versions of license agreements for Symantec products can be found at <http://www.symantec.com/about/profile/policies/eulas/>.

13. General:

A. Governing Law. This License Agreement will be governed by the laws of the State of California, United States of America.

B. Entire Agreement. This License Agreement is the entire agreement between You and Symantec relating to the Software and Services 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 Services and Documentation. The disclaimers of warranties and damages and limitations on liability shall survive and continue to apply after termination.

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 Symantec Support page at www.symantec.com.

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

14. Privacy; Data Protection:

From time to time, the Software and Services 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 and the Internet Protocol (IP) addresses of websites visited that the Software and Services 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 Services, 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 and the Internet Protocol (IP) addresses of websites visited as well as search keywords and search results only if the Norton Safe Web or Norton Safe Search features are 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 and Service'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 and Services. You may change such account name at any time after installation of the Software and Services and it is recommended that You do so.
- Status information regarding installation and operation of the Software and Services. This information indicates to Symantec whether installation of the Software and Services was successfully completed as well as whether the Software and Services 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 and Services 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 and Services 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 and Services to Symantec when the Software and Services encounters a problem. The report includes information regarding the status of both the Software and Services and Your Device at the time that the Software and Services 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 and Services 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 and Services 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 associated geographical information and/or Media Access Control (MAC) address and the Machine ID of the Device on which the Software and Services is installed to enable the Software and Services 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 and Services. 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 and Services, 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 13.

CPS / SUBS_SOS 22.6 / USE

**TERMS AND CONDITIONS
FOR
NORTON VIRUS PROTECTION PROMISE**

THE FOLLOWING TERMS AND CONDITIONS (THE “TERMS”) CONSTITUTE A LEGAL AND ENFORCEABLE CONTRACT BETWEEN SYMANTEC CORPORATION AND/OR ITS SUBSIDIARIES (“SYMANTEC”) AND YOU FOR USE OF A SERVICE ENTITLED “NORTON VIRUS PROTECTION PROMISE” (“SERVICE(S)”) YOU SELECTED OR INITIATED VIA THE SYMANTEC WEBSITE (“SITE”). THE SERVICE GIVES YOU 24/7 ACCESS TO SYMANTEC’S HANDS-ON NORTONLIVE EXPERTS. BY AGREEING TO THESE TERMS, YOU

AGREE TO RESOLVE ALL DISPUTES WITH SYMANTEC THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 4.6 BELOW). "SYMANTEC" MEANS SYMANTEC CORPORATION, USA, "YOU" OR "YOUR" REFERS TO THE INDIVIDUAL WHO IS UTILIZING THE SERVICES. THE POLICY AND MATERIALS SPECIFICALLY REFERRED TO IN THE TERMS ARE INCORPORATED INTO THE TERMS BY REFERENCE. BEFORE YOU CLICK ON THE "I ACCEPT" OR "AGREE" BUTTON, OR OTHERWISE INDICATE ASSENT FOR CONTINUING TO USE THE SERVICES, PLEASE READ THE TERMS BELOW CAREFULLY.

IF YOU DO NOT AGREE TO THE TERMS, THEN SYMANTEC IS UNWILLING TO PROVIDE THE SERVICES TO YOU. IN THIS CASE YOU SHOULD: (A) CLICK THE "CANCEL" OR OTHER SIMILAR BUTTON, OR OTHERWISE INDICATE REFUSAL; AND (B) NOT USE THE SERVICES AND CONTACT SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN THE APPLICABLE LICENSE AGREEMENT.

IMPORTANT NOTICE – LIMITED REDEMPTION PERIOD AND REFUND RIGHTS:

- **IF YOU HAVE ACQUIRED THE SERVICES THROUGH AN ONLINE PURCHASE VIA NORTON.COM, THEN THE RIGHT TO USE THE SERVICES SHALL BEGIN ON THE DATE YOU PURCHASED YOUR NORTON SUBSCRIPTION WHICH INCLUDES THE SERVICE AND SHALL LAST FOR THE PERIOD OF TIME SET FORTH IN THE DOCUMENTATION OF THE PURCHASED NORTON SUBSCRIPTION.**
- **IF YOU HAVE ACQUIRED THE SERVICES THROUGH YOUR ENROLLMENT IN NORTON AUTOMATIC RENEWAL SERVICE, THEN THE RIGHT TO USE THE SERVICES SHALL BEGIN ON THE DATE OF YOUR ENROLLMENT AND SHALL LAST FOR THE DURATION OF YOUR THEN CURRENT NORTON SUBSCRIPTION OR UNTIL YOU CANCEL YOUR ENROLLMENT IN NORTON AUTOMATIC RENEWAL SERVICE, WHICHEVER OCCURS EARLIER.**

NOTE: SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OF REFUND RIGHTS AS DESCRIBED IN THIS CLAUSE SO THIS CLAUSE MAY NOT APPLY TO YOU. FURTHERMORE THIS CLAUSE DOES NOT AFFECT ANY OTHER APPLICABLE REFUND RIGHTS. BY CLICKING ON THE "I ACCEPT" OR "I AGREE" BUTTON, OR BY YOUR USE OF THE SERVICES, YOU ARE DEEMED TO HAVE ACCEPTED AND CONSENTED TO BE BOUND BY THE TERMS.

Norton Virus Protection Promise

Virus Protection Promise includes a virus removal service provided by a Norton expert and comes with the following qualifying Norton subscriptions: Norton Security (Standard, Deluxe, or Premium), Norton Small Business, Norton Internet Security, Norton AntiVirus, Norton 360 and Norton 360 Multi-Device. In the unlikely event that we are unable to remove the virus from Your device, You may be entitled to a refund of the Norton subscription or Norton bundle (as applicable). In order to be entitled for a refund, the following terms and conditions apply:

- (a) Except if You are a Norton Small Business subscriber, You must purchase, renew, or upgrade your qualifying Norton subscription directly from Norton.com, or subscribe to the Norton Automatic Renewal Service with your qualifying Norton subscription;
- (b) Your refund will be a full refund based on the actual price paid for Your current Norton subscription term. If You purchased a Norton bundle (defined as Norton subscriptions and/or Norton services), Your refund will be based on the actual price paid for the term of Your current Norton bundle. Or, if Your bundled purchase contains a Norton subscription with a non-Norton subscription/product, Your refund will be limited to the Manufacturer's Suggested Retail Price (MSRP) of Your Norton subscription for the current term, not to exceed the total price paid for that bundle. The refund will be net of any discounts or refunds received and less any shipping, handling and any applicable taxes, except in certain states and countries where shipping, handling and taxes are refundable;
- (c) If You have purchased the Norton subscription from a retailer, proof of purchase is required;
- (d) Symantec is not responsible for, and the refund DOES NOT apply to any loss or damage(s) incurred as a result of viruses; and
- (e) Applicable law or regulation(s) of the country in which the virus removal service will be performed may limit or alter the availability or scope of the Virus Protection Promise.

1. Services

1.1. Service Overview

(1) Introduction. Symantec shall provide the Services as set forth in the Terms and on the sole basis that Your use of the Services will be non-commercial. Symantec's service representative will attempt to provide to You the Services over the telephone, through a live chat session on Your device or by email. In order to optimize the Services, and solely to the extent permitted by applicable law, Symantec may, at its discretion, modify the features or descriptions of the Services from time to time; however this shall not adversely affect the quality of any specific Services which Symantec has already expressly agreed to provide to You.

(2) Support Software Tool and Remote Access. During a Services session, Symantec may (i) ask You to install certain support software on Your device by downloading the support software from the Site and/or (ii) ask for Your permission to use the remote assist tool through the Symantec service representative to enable Symantec to remotely access and take control of Your device; and/or (iii) utilize certain third party support software on Your device, which will be removed upon the completion of the Services session. The support software (including any third party support software) and remote assist tool are owned by Symantec or applicable third party licensors and suppliers and may be collectively referred to as the "Support Software Tool" in the Terms. The Support Software Tool will be used to analyze, diagnose, resolve more difficult problems and/or provide system optimization functions. You may use the Support Software Tool only as part of or for use with the Service and for no other purpose. By electing to receive support, You agree to allow Symantec to use whatever Support Software Tools as deemed necessary to repair Your device, including remote access. You understand that if remote access is used on Your device, there will be no residual software from the Services session; however, there may be a report created by xml or flash. You also understand that if You elect to install the Support Software Tool on Your device, by downloading the Support Software Tool, You agree to use the Support Software Tool in accordance with the Symantec Support Software Tool Usage Agreement located at ftp://ftp.symantec.com/public/english_us_canada/premium_services/Support_Tool_EULA.pdf (the "Support Software Tool Usage Agreement"). In such case, You shall cease use of the Support Software Tool and remove it from Your device at the end of the Services session.

Symantec may, but has no obligation to, monitor and record Services sessions, including telephone calls and online sessions for purposes of improving customer service, internal training and internal market research. You hereby grant permission to Symantec to monitor and record the Services and to use or disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request; to provide the Services to You or other users and to enhance the types of Services Symantec may provide to You in the future. You also grant Symantec permission to combine Your information with that of others in a way that does not identify You or any individual personally to improve the Services, for training, for marketing and promotional purposes, and for other business purposes.

(3) Description of Services, Minimum Requirements. Some devices may not be able to receive the Services even if initial testing showed that Your connection was qualified or Your device's environment was suitable. To receive the Services, a high speed internet connection is required. Symantec shall provide the Service subject to You meeting the following minimum system requirements:

Windows XP 32-Bit (Service Pack 3 or later) Professional, Home Edition or Media Center 2005

- 500 MHz CPU
- 512 MB RAM
- 500 MB of available hard drive space
- Super VGA (800 x 600) or higher resolution (video adapter)
- You need to log on as an administrator

Windows Vista 32-bit or 64-bit (all Service Packs) Home Basic, Home Premium, Business or Ultimate

- 1 GHz CPU
- 512 MB RAM required (1 GB recommended)
- 500 MB (32-bit) or 850 MB (64-bit) of available hard drive space

- Super VGA (800 x 600) or higher resolution (video adapter)
- You need to log on as an administrator

Windows 7 32-bit or 64-bit (all Service Packs) Home Basic, Home Premium, Business or Ultimate

- 1 GHz CPU
- 512 MB RAM required (1 GB recommended)
- 500 MB (32-bit) or 850 MB (64-bit) of available hard drive space
- Super VGA (800 x 600) or higher resolution (video adapter)
- You need to log on as an administrator

Windows 8 32-bit (all Service Packs) Home Basic, Home Premium, Business or Ultimate

- 1 GHz CPU
- 512 MB RAM required (1 GB recommended)
- 500 MB (32-bit) or 850 MB (64-bit) of available hard drive space
- Super VGA (800 x 600) or higher resolution (video adapter)
- You need to log on as an administrator

Windows 10 (all Service Packs) Home or Pro

- 1 GHz CPU or faster
- 1 GB (32-bit) or 2GB (64-bit)
- 16 GB (32-bit) or 20 GB (64-bit) of available hard drive space
- Microsoft DirectX 9 graphics device with WDDM 1.0 driver
- 800x600 resolution compatible display
- You need to log on as an administrator

Mac® Requirements

- Mac OS X 10.5, 10.7, 10.8 and 10.9
- At least 256 MB of RAM
- Customer must have administrator level access to the Mac
- Mac must be able to connect to the Internet

Android™

- OS version 2.3 or later (must have the Google™ Play app installed)

iOS®

- OS version 6 or later

1.2. Commercially Reasonable Effort.

(i) While Symantec will make every commercially reasonable effort to perform the Services, both You and Symantec understand and agree that not all viruses can be removed through the Services, and Symantec does not guarantee that it will remove all viruses from Your device(s).

(ii) In the course of providing the Services, Symantec may determine that the issue is beyond the scope of the Services. Symantec may use commercially reasonable efforts to refer You to the appropriate alternative resource; however, Symantec will not transfer You directly to an alternate resource. To the extent permitted by applicable law, Symantec reserves the right to refuse, suspend or terminate any of the Services in its sole discretion.

2. Your Responsibilities

2.1. Basic Responsibilities. You agree that You are a legal license holder of the software on Your device and Your use of the internet is solely at Your own risk. By electing to receive the Services, You confirm that You (a) have full access to Your hardware and software that are the basis of the problem, and (b) have completed a back-up onto separate media of any software or data on the hardware that may be impacted by the Services. All information that You provide to Symantec must be accurate and full, including Your name and address, and if applicable, any credit or charge card numbers, expiration dates or any other payment information provided by you to Symantec. You further represent that You authorize Symantec to bill the credit card or debit card (as the case may be) that You provide to Symantec, for any charges to which you consent.

2.2. Liability Release. To the extent permitted by applicable law, Symantec will have no liability for loss of or recovery of data, programs, or loss of use of systems(s) or networks arising out of the Services or any act or omission, including negligence, by Symantec and/or its representatives. If Symantec works with You on any password or other access control oriented problems, Symantec strongly recommends that You reset such passwords(s) immediately following the completion of the Services.

2.3. No Transfer. The Services are not transferable. You may not use the Services in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned by You.

3. Privacy; Data Protection

When You visit the Site, the Symantec Privacy Policy that is available for review via the "Privacy Policy" link that appears on the Site shall apply.

When You request the Services, the following information will be collected and sent from Your device to Symantec via an Internet connection:

- The information provided by You to Symantec's service representative over the phone or entered by You into Symantec's online interface when requesting the Services; and
- The type and version of operating system and Internet browser used by Your device.

During Your Services session, if a Support Software Tool is installed, the following information may be collected by the Support Software Tool and sent to Symantec via secured connection:

- The number of files scanned, threats found, and threats fixed by the Support Software Tool;
- The type of threats found;
- The number and type of threats remaining that have not been fixed by the Support Software Tool;
- Whether a firewall is active;
- Whether antivirus software is installed, running, and up to date;
- Browser information including security and temporary file settings;
- System information related to the operating system, memory and disk space, proxy configuration, and directory listings for the Support Software Tool;
- The security status (good/fair/poor) of the device as determined by the Support Software Tool;
- Installed programs and active processes information; and
- Application log file information and registry data.

All of the collected information as set out above is necessary for the purpose delivery of the Services including analyzing, diagnosing, resolving the problem You have encountered, and optimizing the functionality of Symantec's products and services. The 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), but Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection.

Symantec may disclose the collected information if asked to do so by a law enforcement official as required or permitted by law or in response to a subpoena or other legal process. 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.

Full details of Symantec's privacy policy can be found here: <http://www.symantec.com/about/profile/policies/privacy.jsp>

4. Other Important Information

4.1. Disclaimer of Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SAVE FOR THE WARRANTY IN SECTION 1.2 ABOVE, SYMANTEC EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, CONDITIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC ADDITIONALLY MAKES NO WARRANTIES THAT: (I) THE SERVICES AND/OR SITE WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES AND/OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR SITE WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY SERVICES, SUBSCRIPTIONS, PRODUCTS, OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES AND/OR SITE WILL MEET YOUR EXPECTATIONS; (V) ANY ERRORS IN THE SERVICES AND/OR SITE WILL BE CORRECTED; (VI) ALL VIRUSES WILL BE REMOVED THROUGH THE SERVICES; OR (VII) IN RELATION TO THE PAYMENT OF THE REFUND, THE TIMELINESS OF SUCH PAYMENT WILL MEET YOUR EXPECTATIONS. ANY SUPPORT SOFTWARE TOOL, MATERIALS AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED BY YOU THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. THE SUPPORT SOFTWARE TOOL IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY AND PROVIDED IN ACCORDANCE WITH THE SUPPORT SOFTWARE TOOL USAGE AGREEMENT. SYMANTEC DOES NOT WARRANT THIRD PARTY PRODUCTS.

4.2. Limitation of Liability. SOME STATES AND JURISDICTIONS INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR 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 BE LIABLE TO YOU FOR (A) ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE PROVISION OF SERVICES, (B) ANY LOSS OF USE OR LACK OF AVAILABILITY OF COMPUTING DEVICES, FAILED MESSAGES OR TRANSMISSION ERRORS ARISING FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR (C) ANY SPECIAL CONSEQUENTIAL, INDIRECT OR SIMILAR LOSS OR DAMAGE(S), EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE(S). IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE GREATER OF THE PRICE YOU PAID FOR THE SERVICES OR FIFTY DOLLARS (U.S. \$50.00) OR EQUIVALENT AMOUNT IN THE APPLICABLE CURRENCY.

4.3. Proprietary Rights. Symantec retains ownership of all proprietary rights in the Services, the Site, the Support Software Tool, and in all trade names, trademarks and service marks associated or displayed with the Services. You will not remove, deface or obscure any of Symantec's copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Services. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any Support Software Tool with the Services.

4.4. Force Majeure. Symantec shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Symantec's reasonable control, including but not limited to acts of God, war

(whether declared or not), riot, embargoes, acts of civil or military authorities, terrorist attack or threat of terrorist attack, fire, floods, accidents, strikes, lockouts, failure of public or private telecommunications networks and infrastructure, or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such delay, Symantec may be excused from such performance to the extent it is delayed or prevented by such cause.

4.5. Export Regulation. You acknowledge that the Services, Support Software Tool 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 Norton subscriptions are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

4.6. Dispute Resolution. Symantec believes that most disagreements can be resolved informally and efficiently by contacting Symantec customer support. If You are a U.S. customer, and the dispute is not resolved through Symantec customer support, You and Symantec agree that any such dispute, claim or controversy arising out of or relating in any way to the Symantec products and services associated with the Terms (a "Claim"), shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction as follows:

A. Small Claims Court: You may elect to litigate your Claim in small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction and the amount at issue in the dispute. You agree to bring a Claim in small claims court in your county of residence or in the Superior Court of California, County of Santa Clara.

B. Arbitration: 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 the Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this 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 the Terms.

a. Notice of Claim: 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; (b) set forth the specific amount of damages or other relief sought ("Demand"); and (c) whether You reject any subsequent modification of the Dispute Resolution section by Symantec (see Section 4.6(B)(e)).

b. Arbitration Proceedings: If You and Symantec do not reach an agreement to resolve the claim within 30 days after the Notice of Claim is received, You or Symantec may commence an arbitration proceeding (or, alternatively, file a claim in small claims court). You may download or copy a form notice and a form to initiate arbitration at www.adr.org. The arbitration will be governed by the Consumer or Commercial Arbitration Rules, as appropriate, of the American Arbitration Association ("AAA") (collectively, the "AAA Rules"), as modified by the Terms, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the Terms. 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 Your residence or of the mailing address You provided in Your Notice of Claim. 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 US\$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 US\$500 or 10% of the amount awarded, whichever is greater. 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.

c. Arbitration Fees: If Your claim for damages does not exceed \$10,000, Symantec will pay all fees imposed by the AAA to conduct the arbitration, including reimbursement of Your initial filing fee, unless the arbitrator finds that either the substance of Your claim or the relief sought in Your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If Your claim for damages exceeds \$10,000, standard AAA Rules will govern the payment of all AAA fees, including filing, administration and arbitrator fees.

d. Class Action Waiver: **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, if You have elected arbitration, 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 Dispute Resolution section shall be null and void.

e. Modification of Dispute Resolution Section: If Symantec changes this "Dispute Resolution" section after the date You first accepted these Terms, and You have not otherwise affirmatively agreed to such changes, You may reject any such change by so stating within Your Notice of Claim. By failing to reject any changes to this Dispute Resolution section in Your Notice of Claim, You agree to resolve any Claim between You and Symantec in accordance with the terms of the Dispute Resolution section in effect as of the date of Your Notice of Claim. Current versions of service agreements for Symantec services can be found at <http://www.symantec.com/about/profile/policies/eulas/>.

5. General

A. Governing Law. The Terms will be governed by the laws of the State of California, United States of America.

B. Entire Agreement. The Terms are the entire agreement between You and Symantec relating to the Services and: (i) supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevail over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. The Terms shall terminate immediately upon Your breach of the Terms, including but not limited to: breach of your Basic Responsibilities, including payment and non-transfer obligations, under Section 2.1 or 2.3 herein, and/or breach of Symantec's proprietary rights, or applicable import and export laws under Sections 4.3 or 4.5 herein, and You shall immediately cease use of the Services. The disclaimers of warranties and damages and limitations on liability set forth in the Terms shall survive termination. Should You have any questions concerning the Terms, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Customer Service, 555 International Way, Springfield, OR 97477, U.S.A., (ii) Symantec Support Services, PO Box 5689, Dublin 15, Ireland, or (iii) Symantec Customer Service, Level 24, 207 Kent Street Sydney NSW 2000, Australia, or visit the support page for Your country or region, which can be located at <http://www.symantec.com/globalsites/index.jsp>. Symantec will not file a copy of the Terms.

USE VPP Terms/estore ACQ 6.0