

## LICENSE AND SERVICES BETA AGREEMENT

NORTONLIFELOCK INC. (“WE”, “US”, “OUR”) OFFERS TO LICENSE THE BETA SERVICES (AS DEFINED BELOW) TO YOU AS AN INDIVIDUAL FOR YOUR FEEDBACK AND EVALUATION (“YOU” OR “YOUR”) ON THE CONDITIONS THAT YOU ARE A RESIDENT OF THE U.S., ARE AT LEAST 18 YEARS OLD, HAVE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS LICENSE AND SERVICES BETA AGREEMENT (“BETA AGREEMENT”), AND THAT YOU ACCEPT AND COMPLY WITH ALL OF THE TERMS OF THIS BETA AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND NORTONLIFELOCK INC.

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

1. **Ownership.** NortonLifeLock Inc. and its licensors own and retain all right, title, and interest in and to the beta and other pre-release software and services, and all intellectual property rights therein, including any documentation (individually and together, the “Beta Services”) and any derivative works thereof, subject only to the limited license set forth herein. The intellectual property rights in the Beta Services mean, without limitation, patents, copyrights, trademarks, trade secrets and moral rights worldwide. You agree that nothing contained in this Beta Agreement shall be construed as granting ownership rights to You or any other person or party.
2. **Limited License.** Subject to Your compliance with the terms and conditions herein, We hereby grant You a non-exclusive, revocable, royalty-free, non-sublicensable, non-assignable license (“Limited License”) to use the Beta Services solely for Your personal evaluation (and not on behalf or for the benefit of any other person or party) and to provide Feedback to us. This Limited License shall automatically terminate without notice at the earlier of : (a) thirty (30) days from the date the Beta Services are activated for Your use; (b) the termination of the pre-release testing period, or the applicable phase of the testing period, for the Beta Services (the “Test Period”). In addition, We may terminate this Limited License on notice in Our sole discretion at any time. The Beta Services may automatically deactivate and become non-operational upon expiration or termination of this Beta Agreement, or at any time in Our sole discretion with or without notice to You.
  - a. **Restrictions.** You may not, nor may You permit any other person to:
    - i. copy the documentation which accompanies the Beta Services;
    - ii. sublicense, rent, sell or lease any portion of the Beta Services or otherwise provide the Beta Services to a third party;
    - iii. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Beta Services, or create derivative works from the Beta Services; or
    - iv. use the Beta Services for any product development or other commercial purpose or use in any manner not expressly authorized by this Beta Agreement.

The Beta 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.

3. **NortonLifeLock account:** A current NortonLifeLock account (“Account”) may be required to access and use the Beta Services. If You do not have an Account and an Account is required in order to use the Beta Service, You must complete the applicable registration process to create an Account. You are entirely responsible for maintaining the confidentiality of Your Account password.
4. **Updates.** We are not required to update the Beta Services or the content used by the Beta Services. However, if We in Our sole discretion provide updates, they are included in the Beta Services and are subject to the terms of this Beta Agreement unless other terms and conditions are provided by us.
5. **Minimum Requirements.** You will be notified of the minimum equipment or services You must have to use the Beta Services.
6. **Feedback.** Feedback consists of any of Your opinions, suggestions, comments or other feedback, whether it is required or provided on a voluntary basis, relating to the Beta Services (“Feedback”). By using the Beta Services You agree to provide reasonably requested Feedback, and You agree that: (1) We will exclusively own all right, title, and interest in and to Your Feedback, even if You have designated the Feedback as confidential; (2) We will be entitled to use the Feedback without restriction and without obligation of any kind to You or to another person or party; and (3) You hereby irrevocably assign to

Us all right, title, and interest in and to the Feedback and agree to provide Us with any assistance We may require to document, perfect, and maintain Our rights in the Beta Services or Feedback. You may not give Us any Feedback that You have reason to believe is: (A) false or misleading, (B) owned by others or that is subject to any patent, copyright, trademark, trade secret or other intellectual property claim or right by You or any third party; or (C) subject to any license or restriction or any obligation to You or to another person or party.

7. **Privacy.** Please read the [NortonLifeLock Global Privacy Statement and the Product Specific Privacy Statement](#), if any, which each describe how We collect, use, process and protect Your personal data when You access and use the Beta Services. By using the Beta Services, You agree to the terms therein in addition to the terms of this Beta Agreement.
8. **Confidential Information.** The Beta Services, Your Feedback, any information and other proprietary technology or know-how provided to You (in written, oral or any other form) in connection with testing and evaluation of the Beta Services is Our confidential information (“Confidential Information”). You will hold all Confidential Information in confidence until it meets an exception, listed further below in this paragraph. You will use the Confidential Information only as expressly authorized in this Beta Agreement and You will protect the Confidential Information from unauthorized use, dissemination or publication by using a reasonable degree of care. You are not obligated with respect to Confidential Information that You can prove: (1) is or becomes a matter of public knowledge through no fault of Yours; (2) is rightfully received by You from a third party without a duty of confidentiality; (3) is independently developed by You (excluding but not limited to Feedback); (4) is disclosed under operation of law; or (5) is disclosed by You with Our prior written consent. Unauthorized use or disclosure of Confidential Information may cause us irreparable harm; therefore, We are permitted to enforce this Beta Agreement and any of its provisions by injunctive or other equitable relief.
9. **No Obligation.** You acknowledge and agree that We are under no obligation to offer a commercially available release of the Beta Services, and that We may delay or delay offering a commercially available release of the Beta Services, or may modify the Beta Services significantly in the course of creating a commercially available release. Future versions of the Beta Services, if any, may not be compatible with the current evaluation release of the Beta Services.
10. **Technical Support.** We are not obligated to provide technical support or maintenance for the Beta Services. However, certain technical support features may be offered from within the Beta Services which may include live chat with a technical support agent and/or assistance from a technical support agent via remote device access (any such technical support offered from within the Beta Services shall be referred to in this Beta Agreement as the “Technical Support”). If such features are offered and You choose to access such Technical Support, the following terms shall apply. Any such Technical Support shall be provided in Our sole discretion without any guarantee or warranty of any kind. It is solely Your responsibility to complete a backup of all Your existing data, software and programs before receiving any Technical Support. In the course of providing the Technical Support, We may determine that the technical issue is beyond the scope of the Technical Support. We reserve the right to refuse, suspend or terminate any of the Technical Support in Our sole discretion.
11. **Use of Beta Services with Your Mobile Device.** The Beta Services may be available through a compatible mobile device, Internet access and may require software. You agree to be solely responsible for these requirements, which may include applicable fees and updates as well as the terms of the agreement with your mobile device and telecommunications provider.

#### 12. **Warranty Disclaimers.**

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

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

#### 13. **Limitation of Liability.**

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

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

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

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

BETA AGMT  
FOR U.S. ONLY  
February 2021