

NORTON LICENSE AGREEMENT
Norton 360

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- B. make one copy of the Software for back-up or archival purposes, or copy the Software onto the hard disk of Your computer and retain the original for back-up or archival purposes;
- C. use the Software on a network, provided that You have a licensed copy of the Software for each computer that can access the Software over that network; and
- 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

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

- A. sublicense, rent or lease any portion of the Software;
- B. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software or create derivative works from the Software;
- C. use the Software as part of a facility management, timesharing, service provider or service bureau arrangement; or
- D. use the Software in any manner that is not permitted pursuant to this License Agreement.

2. Software Feature and Content Updates:

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

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

3. Product Installation; Required Activation:

A. During the installation process, the Software may uninstall or disable other security products, or features 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. Online Backup Feature:

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

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

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

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

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

D. Indemnification. To the maximum amount permissible under applicable law, You shall indemnify and hold Symantec, its parents, subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any third party 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, including but not limited to liability arising out of or in connection with the Data transmitted or stored through the Online Backup Feature in connection with Your Norton Account.

E. Termination; Suspension. Your right to use the Online Backup Feature shall terminate upon expiration of the Service Period. In addition, Symantec may, at its sole discretion, immediately suspend or terminate use of the Online Backup Feature during the Service Period for Your failure to or Symantec's reasonable belief that You have failed to comply with these terms and conditions or any other misuse of the Online Backup Feature. Following the expiration or termination of the Service Period:

- Data stored to the online backup space provided with Your Software will be at risk of being purged;
- Symantec shall 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 Data to any additional backup space that you may have purchased separately unless and until the Service Period is renewed.

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

5. Technical Support:

In connection with Your use of the Software You may choose to access certain technical support features that may be offered from within the Software, which may include live chat with a technical support agent and/or assistance from a technical support agent via remote computer access (any such technical support offered from within the Software shall be referred to in this License Agreement as the "Technical Support"). Any such Technical Support shall be provided in Symantec's sole discretion without any guarantee or warranty of any kind. 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. 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 delivering the functionalities of the software, and also for evaluating and improving the ability of Symantec's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks.
- URLs of websites visited as well as search keywords and search results only if the Norton Safe Web feature is enabled. This information is collected by Symantec for the purpose of providing protection and of evaluating and advising You regarding potential threats and risks that may be associated with a particular Web site before You view it.
- Executable files 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. Such automatic submission function may be deactivated after installation by following the instructions in the Documentation for applicable products.
- The name given to the computer during the initial setup of the operating system. If collected, the name will be used by Symantec as an account name for the 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 such 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. Symantec may also use this information to optimize its web-pages.
- Information contained in email messages that you send through the Software to Symantec to report as spam or as incorrectly identified as spam. These email messages may contain personally identifiable information and will be sent to Symantec only with your permission, and will not be sent automatically. If you send such messages to Symantec, Symantec will use them only for the purpose of improving the detection ability of Symantec's antispam technology.
- Information contained in a report that You may choose to send to Symantec through the Software 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.

- The Internet Protocol (IP) address and/or Media Access Control (MAC) address and the Machine ID of the computer on which the Software is installed to enable the Software to function and for license administration purposes.
- Other general, statistical information used for product analysis, and for improving product functionality.

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

Information may be transferred to the Symantec group in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the European Union) and may be accessible by Symantec employees or contractors exclusively to be used in accordance with the purposes described above. For the same purposes the information may be shared with partners and vendors that process information on behalf of Symantec. Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection.

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

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

7. Sixty (60) Day Money Back Guarantee:

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

8. Limited Warranty:

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

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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.

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