

LICENSE AND SERVICES BETA AGREEMENT

The terms of the License and Services Beta Agreement (“**LSA**”) govern your rights and obligations upon which you may use our Beta Services.

The LSA is a contract between you as an individual consumer that will be utilizing our Beta Services (referenced below as “**you**” or “**your**”) and NortonLifeLock Ireland Limited, maintaining its principal place of business at Ballycoolin Business Park, Blanchardstown, Dublin 15, Ireland, with company registration number 159355 and VAT number IE6557355A (referenced below as “**NortonLifeLock**”, “**us**”, “**we**” or “**our**”).

Carefully read all the terms and conditions of the LSA before using our Beta Services. They contain important information about your rights and obligations.

By clicking “I Agree” or otherwise electronically indicating assent, you agree to the terms and conditions of the LSA.

If you do not agree to the terms and conditions of the LSA, do not download, install, access or use our Beta Services.

1. Beta Services.

The Beta Services are any NortonLifeLock beta or pre-release software, service and/or documentation, in testing mode and not yet commercially available (“**Beta Services**”), made available to you to try them out and provide feedback on their quality and usability.

The Beta Services may not yet be fully functional or finished, may not operate as expected, may exhibit errors or other inconsistencies and may be subject to significant change.

The Beta Services may be discontinued at any time and never be made commercially available. In the course of creating a commercially available release, the Beta Services may be significantly modified, and the commercial release delayed. Future versions of the Beta Services, if any, may not be compatible with the Beta Services made available for evaluation purposes.

Precautions: You understand and agree that your use of the Beta Services is voluntary, and further acknowledge that the Beta Services and their use may result in unexpected results, loss of data, or other unpredictable damage or loss to you. We strongly encourage you to back up all data and information of your device before downloading, installing, accessing or using the Beta Services, and recommend using Beta Services on a secondary device.

2. Account.

You may need an account to access and use the Beta Services. Your account is personal, and you are responsible for all activities that occur under it. Do not share it with others and notify us right away of any unauthorized use.

3. Ownership.

The Beta Services are owned by NortonLifeLock or its licensors and are protected by copyright laws. This includes all intellectual property rights in and to the Beta Services. Any Beta Service that NortonLifeLock provides to you is licensed, and NortonLifeLock reserves all rights to the Beta Services not expressly granted in the LSA.

4. License Grant.

So long as you comply with the terms and conditions of the LSA, NortonLifeLock grants you in the territory or the region where you obtained the Beta Services a non-exclusive non-transferable term-limited license to use the Beta Services on the device that you own or control solely for purposes of testing and evaluating the Beta Services during the Beta Services Term.

5. Restrictions & Obligations.

a. With respect to the use of the Beta Services, you may not, nor may you permit any other person to:

- (i) copy, modify, or create derivative works based on the Beta Services;
- (ii) transfer, sublicense, lease, lend or rent your right to use the Beta Services to any third party or otherwise make it available to a third party;
- (iii) reverse engineer, decompile or disassemble the Beta Services, or make any attempt to discover the source code, except and only to the extent that applicable law expressly permits;
- (iv) use the Beta Services in any manner that is not permitted pursuant to the LSA.

b. With respect to the use of the Beta Services, your obligations are as follows:

- (i) Your use of the Beta Services is only to test and evaluate them, for the purpose of providing us feedbacks about them;
- (ii) You agree to use the Beta Services in accordance with the LSA, and all applicable laws and regulations;
- (iii) You must comply with any technical limitations of the Beta Services as communicated by us.

6. Updates.

No updates are provided for the Beta Services. But in the event, we decide to provide updates, they will be directly included in the Beta Services and be subject to this LSA unless other terms of use are provided with such updates.

7. Third Party Features or Content.

The Beta Services may include third-party features and functionalities or may allow you to access content on a third-party website. Such features, functionalities or content may be subject to third-party terms of service and privacy policies. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

8. Feedbacks.

For any opinions, suggestions, comments, ideas or other feedback relating to the Beta Services that you submit to us, whether it is required or on voluntary basis (“**Feedback**”), you are granting to the maximum extent permitted by applicable law NortonLifeLock and its affiliates permission to use, reproduce, commercially exploit and create derivative works of your Feedback on a worldwide basis, for the term of protection of the Feedback by intellectual property rights in any form and on any media whatsoever without any restriction in any manner in which NortonLifeLock sees fit. No compensation will be paid with respect to the use of your Feedback, nor are we under any obligation to use it.

By providing a Feedback, you represent and warrant that you own or otherwise control all the rights to your Feedback that are necessary for you to provide it, including intellectual property rights. You agree that you will not provide a Feedback: (i) that infringes a third party’s intellectual property rights or other proprietary rights; (ii) that is subject to license terms that seek to require any of our product, service or other intellectual property incorporating or derived from your Feedback, to be licensed to or otherwise shared with any third party (iii) that violates any applicable law, statute, ordinance or regulation; (iv) for which you were compensated or granted any consideration by any third party; and (v) that conflicts with any obligations that you may have to third parties.

You hereby release and discharge us from any and all claims and demands arising out of or in connection with the use of your Feedback, or the exercise of the permissions granted here. You acknowledge that we shall own all rights, title, and interest in the Feedback and any materials we create which feature your Feedback.

9. Technical Support.

The Beta Services are for evaluation purposes and may not be supported or maintained. However, certain technical support services 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 as the **“Technical Support”**). It is solely your responsibility to complete a backup of all your existing data, software and programs before receiving any Technical Support. While 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.

10. Term.

The Beta Service shall begin: (a) on the date of your initial installation or use of the Beta Services; or (b) on the date you have accepted this LSA, and shall continue until either: (a) the end of the testing period as communicated by us; or (b) on notice from us, whichever date occurs first (**“Beta Services Term”**).

11. Termination.

The Beta Services may automatically deactivate and become non-operational at the end of the Beta Services.

We may terminate your access to and use of the Beta Services if you breach any of the material terms of this LSA. Upon expiration or termination, you must stop using the Beta Services and destroy all copies of the Beta Services. Your and our statutory right to terminate for cause remains unaffected.

11. Our Liability.

If we fail to provide the Beta Services (or perform any other obligation) as set out in this LSA or as required by the law, we are responsible for loss or damage you suffer that is a foreseeable result of our failure or negligence. Loss or damage is foreseeable if you and us were both aware at the time we entered into this LSA that the losses or damages would be a likely result of us failing to perform our obligations.

We are not responsible for:

- losses or damages that are not foreseeable, beyond our control and which we cannot avoid through appropriate actions;
- losses or damages that are not caused by breach of our obligations set out in this LSA or at law;
- losses or damages that are caused by your breach of this LSA; or
- economic or intangible losses resulting from the performance of this LSA.

Nothing in this LSA limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) wilful misconduct or gross negligence; or (d) any matter in respect of which it would be unlawful for us to limit or exclude our liability.

12. Export Restrictions.

You acknowledge the Beta Services and related technical data (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 export control laws, including U.S. trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with U.S. laws and will not export, re-export, import or otherwise make available 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, directly or indirectly. Use or facilitation of NortonLifeLock Software 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 of massive destruction is prohibited, in accordance with U.S. law.

13. Privacy.

The [NortonLifeLock Global Privacy Statement](#), and the [Privacy Notice for the Beta Services](#), describe how we collect, use and process the data from you and your devices when you are using and accessing our Beta Services.

14. Suspension.

Without limiting the foregoing, we may suspend your account or your access to and use of the Beta Services if we reasonably suspect that you have not complied with any of the provisions of this LSA, with notice as reasonably required.

15. Governing Law. Competent Jurisdiction.

The LSA is governed by the laws of the country you live in, and you can file legal disputes in the courts of that country.

16. Disputes.

Most disagreements can be resolved informally and efficiently by contacting NortonLifeLock Member Services and Support. Otherwise, You agree that any dispute, claim or controversy arising out of or relating to the Beta Services (**“Claim”**) will be determined by binding arbitration or small claims court, instead of if courts of general jurisdiction. Either of Us can see a Claim resolved in small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction. Either of us may seek a Claim resolved in the Singapore courts. This Section 16 shall survive termination of this LSA and/or termination of the Beta Services.

If you elect to seek arbitration, you must first send to NortonLifeLock, by certified mail, a written Notice of Your Claim (**“Notice of Claim”**). The Notice of Claim to NortonLifeLock should be addressed to: General Counsel, NortonLifeLock Inc., 60 Rio Salado Pkwy #1000, Tempe AZ 85281 and should be prominently captioned **“NOTICE OF CLAIM.”** The Notice of Claim should include both the mailing address and email address You would like NortonLifeLock to use to contact you. If NortonLifeLock 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 NortonLifeLock, 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 this Section by NortonLifeLock.

If we do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, you or NortonLifeLock may commence an arbitration proceeding (or, alternatively, file a claim in small claims court). The arbitration will be governed by the Singapore International Arbitration Centre rules **“SIAC Rules”** in Singapore and will be administered by the Singapore International Arbitration Center. The arbitrator is bound by this LSA. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless NortonLifeLock and you agree otherwise, any arbitration hearings will take place in the country of the mailing address you provided in your Notice of Claim. Regardless of the way 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.

Except as provided above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by you or NortonLifeLock and 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. To the extent that you or NortonLifeLock prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

Payment of all filing, administration and arbitrator fees will be governed by the SIAC Rules. You are required to pay SIAC's initial filing fee. NortonLifeLock will not seek to recover the administration and arbitrator fees we are responsible for paying under the SIAC Rules or this Agreement, 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.

YOU AND NORTONLIFELOCK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS CUSTOMER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if you have elected arbitration, unless both you and NortonLifeLock 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 Section 16 (Disputes) shall be null and void.

If NortonLifeLock changes this Section 16 after the date you first accepted this LSA, 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 Section 16 in Your Notice of Claim, you agree to resolve any Claim between you and NortonLifeLock in accordance with the terms of the dispute resolution section in effect as of the date of Your Notice of Claim.

17. Severability.

If a court of competent jurisdiction decides that any part of this LSA is invalid or unenforceable, the rest of the LSA shall still apply and remain fully enforceable.

18. General.

Our failure to enforce any terms of the LSA is not a waiver of such term or right. Any waiver of our rights must be in writing, signed by NortonLifeLock, and any such waiver shall not operate as a waiver of any future breach. Except as expressly set forth in this LSA, the exercise by either party of any of its remedies under this LSA shall not affect its other remedies under this LSA or otherwise. Any notices or other communications provided by NortonLifeLock under this LSA will be given: (i) via email; or (ii) by posting online; or (iii) by posting to the Beta Services. This LSA is solely and exclusively between you and NortonLifeLock and you acknowledge and agree that (i) no third party, including a third-party channel partner of NortonLifeLock or any of its affiliates is a party to this LSA, and (ii) no third party, including any third-party channel partner of NortonLifeLock or any of its affiliates has any obligations or duties to you under this LSA. Nothing in this LSA 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.

19. Contact.

If you have questions concerning this LSA or the Beta Services, please visit support.norton.com.

PRE-RELEASE TEST
AGMT FOR APJ ONLY
May 2021