



## NortonLifeLock Global Partner Operations Guide – Version 1.0

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|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Organization/Authority</b>  | Global Business Operations                                                                                                                                                                                                                                                                                                                    |
| <b>Effective Date</b>          | 1 <sup>st</sup> June 2020                                                                                                                                                                                                                                                                                                                     |
| <b>Last Updated</b>            | 14 <sup>th</sup> April 2021                                                                                                                                                                                                                                                                                                                   |
| <b>Guide Owner – Title</b>     | Director, Global Product Operations and Supply Chain                                                                                                                                                                                                                                                                                          |
| <b>Further info/questions:</b> | Regional Sales Operations<br><a href="mailto:DL-AMS_SalesOperations@nortonlifelock.com">DL-AMS_SalesOperations@nortonlifelock.com</a><br><a href="mailto:EMEA_consumer_salesops@nortonlifelock.com">EMEA_consumer_salesops@nortonlifelock.com</a><br><a href="mailto:DL-CBU-APJ-Ops@nortonlifelock.com">DL-CBU-APJ-Ops@nortonlifelock.com</a> |

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## Guide scope

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This Global Partner Operations Guide (the “**Guide**”) outlines the guidelines for the Partner on operational requirements including, but not limited to ordering, delivery, reporting and returns.

This Guide is intended to state the operational requirements for a partner or reseller, once authorized to distribute NortonLifeLock Products. Depending on the Product type, different requirements may apply, so please read this Guide carefully.

NortonLifeLock reserves the right to change its operational requirements, policies and this Guide in its discretion. Generally, any such changes will take effect thirty (30) calendar days from publication, except to the extent that such updates consist of operational changes that NortonLifeLock agrees cannot be reasonably implemented by Partner upon thirty (30) calendar days’ notice. In such a case, NortonLifeLock and Partner will work together in good faith to determine an appropriate implementation plan and period.

**Please note:** This Guide addresses legal and compliance requirements.

This Guide supplements the Partner Agreement and other agreements between Partner and NortonLifeLock (the “**Agreement**”) and is incorporated into the Agreement by this reference.

The Guide supersedes and replaces the provisions of any and all previous Partner Operations Guides and/or similar documents relating to authorized Products, unless otherwise agreed in writing by NortonLifeLock. The Agreement will override the Guide if there are any conflicts in terms or definitions, except as explicitly provided herein.

## Definitions

| Terms                                  | Definitions                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agreement</b>                       | Distribution agreement or any other associated agreement with NortonLifeLock                                                                                                                                                                                                                                                         |
| <b>Carton</b>                          | Software units are packed into brown NortonLifeLock cartons. Quantities of units and contents of the carton may vary depending on, for example, product type, location. Such quantities and content are detailed on the label attached to the carton.                                                                                |
| <b>EDI</b>                             | Electronic Data Interchange                                                                                                                                                                                                                                                                                                          |
| <b>EOA - End of availability</b>       | Partners will receive notification of Products that are being discontinued, such Products will no longer be available to order and NortonLifeLock will have no obligation to fulfill Partner's Order for such Products.                                                                                                              |
| <b>CHECKout</b>                        | NortonLifeLock ordering system that provides real-time visibility into the status of all orders placed via CHECKout or EDI.                                                                                                                                                                                                          |
| <b>Distributor</b>                     | NortonLifeLock multi-tier channel Partner that sells to companies, which then resell products to end customers. Distributors provide warehousing, order processing, credit and shipping.                                                                                                                                             |
| <b>On Hand Quantity</b>                | Actual product physically sitting in Partner's warehouse or on shelves, and internally in transit between warehouses. It should also include obsolete/defective products that remain in Partner's inventory. However, any RMAs (Return Material Authorization), which have been approved, should not be included in On Hand Quantity |
| <b>On Order Quantity</b>               | Units ordered by Partner which have not yet been received by Partner's warehouse. NortonLifeLock requests that the Partner continue to report the On Order Qty until units appear in Partner's on Hand Qty.                                                                                                                          |
| <b>Partner</b>                         | Refers to either the distributor or retailer/reseller                                                                                                                                                                                                                                                                                |
| <b>Point Of Sale Activation (POSA)</b> | Business model where product key is enabled at the point of sale.                                                                                                                                                                                                                                                                    |
| <b>Point of Sale Delivery (POSD)</b>   | Business model in which the customer receives pin / code on their instore receipt to redeem a NortonLifeLock product key via a website or portal.                                                                                                                                                                                    |
| <b>Retailer / Reseller</b>             | NortonLifeLock channel Partner who purchases either directly from NortonLifeLock (single tier) or from a distribution Partner (two tiers) and sells through to the end user customer.                                                                                                                                                |
| <b>Sell-In</b>                         | Sales from "NortonLifeLock to Distributor" or "Distributor purchases from NortonLifeLock"                                                                                                                                                                                                                                            |
| <b>Sell-thru</b>                       | Sales from "Distributor to Reseller" or "Reseller purchases from Distributor"                                                                                                                                                                                                                                                        |
| <b>Sell-Out</b>                        | Sales from "Reseller Sales to End User"                                                                                                                                                                                                                                                                                              |
| <b>MFT</b>                             | Managed File Transfer                                                                                                                                                                                                                                                                                                                |

## Product Types

| Product Type            | Product Type Definition                                                                                                           | Product Example                                                |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>Digital Product</b>  | Product keys, PINs, Coupon codes are provided electronically, no physical product components                                      | eStore product resale                                          |
|                         |                                                                                                                                   | ESD distributor and reseller for key bank                      |
| <b>Packaged Product</b> | Traditional product in form of box, DVD, card or other, where product key, PIN or Coupon Code is printed on one of the components | Standard distribution model                                    |
|                         |                                                                                                                                   | System Builder Flat Pack Physical Product Bundle / Attach POSA |
|                         |                                                                                                                                   | Print to Receipt                                               |
| <b>Hybrid Product</b>   | Mix of physical component(s) with key delivered electronically                                                                    | Tech Bench Kiosk<br>Print to Receipt                           |

## Ordering

When sending purchase orders to NortonLifeLock it is of strict importance that you follow the points within this document. Any deviance from these points will result in slower turnaround times for processing your PO and possible rejection of your order.

No order is binding until the earlier of NortonLifeLock's acceptance or shipment and in the case of acceptance by shipment, only as to the portion of the order shipped. The minimum order quantity and/or volume shall be as specified by NortonLifeLock to Partner, subject to adjustment from time to time upon notice to Partner by NortonLifeLock.

### NortonLifeLock Order Requirements

#### PO submission

Partner shall place all orders via a supported e-ordering tool (EDI or CHECKout). If Partner's order does not specify the version of a NortonLifeLock Product and a new version of the ordered Product is available, then Partner will be deemed to have ordered such new version and NortonLifeLock will ship this new version to Partner.

When sending purchase orders to NortonLifeLock it is of strict importance that you follow the points within this document. Any deviance from these points will result in slower turnaround times for processing your PO and possible rejection of your order.

#### The following types of orders must be submitted on separate purchase orders

- NortonLifeLock Boxed Products
- POSA Products
  - Partner must place orders for test keys, test PDF or test Whitecards through CHECKout per process
  - Partner must only order SKUs that have passed POSA testing. For Generic SKUs the Partner must only order for retailers that have passed testing.
- Electronic Product Keys (DRM/ESD/Key Bank)
- Invoice Only - Manually

#### Purchase Order Number (PO) requirements

- A PO number can only be issued once to NortonLifeLock per bill to entity.

**Partners submitting POs, requirements**

- PO must be issued with correct NortonLifeLock vendor – refer to NortonLifeLock vendor Information
- Bill to address
- Ship to address
- Contact, phone number, & email (This is a requirement for all orders)
- Payment Terms, per contracted terms (Example Net 60, Net 90)
- Incoterms / FOB – ExWorks
- Freight Terms (Prepay and Add, Collect, 3rd Party Billing, etc.)
- Ship Method\*\*
- NortonLifeLock SKUs/Qty/Unit Cost/Total
- ESD (digital keys) orders - Partner must include the ship to email address for key delivery

\*\*If using a carrier (example, UPS, FedEx) we will need the freight account number to bill freight charges and this needs to be on the PO. If NortonLifeLock is paying, dept cost center required.

**Please note if any of these fields are left blank, NortonLifeLock will return the order.**

**Customer information**

PO submission details for ALL partners:

- For Bill to, Ship to and End user\* - all company names, physical addresses and contact information (name, email address, telephone number) must be complete, including postal codes.
- CHECKout submissions should not include punctuation, symbols or accents as part of a customer's name in .CSV file.
- Carrier Information required for Physical Product.  
\*End User and Ship To information should match, with the exception of POSA orders. For POSA Orders, the Partner has the ability to include the retailer name in the end user field of the order form. The retailer name must match the retailer name as provided by NortonLifeLock.

Manual PO's should be submitted to: [OrderManagement@NortonLifeLock.com](mailto:OrderManagement@NortonLifeLock.com)

**Order details**

The following requirements are specific to PO's for software orders.

Please note that all purchase orders received will be processed in its entirety. There will be no partial transactions meaning NortonLifeLock will not be splitting the order.

**Promo codes (Not available in all regions)**

If a Promo Code is being applied to the order, the Promo Code must be provided on the PO.  
If submitted via CHECKout, the Promo Code should be entered in the NSP field of .CSV file. If submitted via EDI, the Promo Code should be entered in the Promo Code field  
If submitted via a manual PDF PO, the Promo code should be entered on the manual PDF PO.

**Product and pricing information**

Ensure that each line of the PO includes an accurate and current NortonLifeLock part number, quantity, applicable currency, and unit pricing per your contractual terms.

**Government requirements**

Required taxes or other local country requirements, all required taxes will be added to any order.



## **Trade/export compliance information/forms required, including: End Use Certificates (EUC) and Enhanced Proliferation Control Initiative (EPCI)**

NortonLifeLock products are subject to export restrictions under U.S., EU and local law. Trade/Export Compliance forms may be required depending upon the items ordered, the location of the NortonLifeLock sales (booking) entity, the location of the end user and the fulfillment location.

These forms include:

- End Use Certificate (EUC) – may be required for orders that require additional compliance checks/screening.
- Enhanced Proliferation Control Initiative (EPCI) information/form – for sales of all products to end users in specified countries booked by any NortonLifeLock entity.

### **Purchase Order rejection and escalation process**

- Your Order Management representative will notify you by e-mail within 1 business day of order receipt if your PO does not adhere to the acceptance criteria outlined in this document. This notice will outline what the PO issues are and what needs to be corrected.
- Please resubmit a corrected PO as soon as possible after receipt of the PO errors notification from your Order Management representative. If no action is taken to correct the PO within 4 calendar days, NortonLifeLock reserves the right to cancel your purchase order. In the case of inaccurate orders submitted via CHECKout /EDI, orders will be cancelled immediately.

Where available NortonLifeLock encourages the Partner to check order and shipping status using the self-service tools provided by NortonLifeLock.

After an end of availability (EOA) notice has been sent to Partner for Products being discontinued, such Products can no longer be ordered and NortonLifeLock shall have no obligation to fulfill Partner's Order for such Products.

## Order Processing Requirements

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For channel Partners located in countries where NortonLifeLock maintains a Local Selling Organization (LSO) Entity:, Germany, Israel, Australia, France, Italy, Japan, Singapore, Spain, and the United Kingdom, Partner shall place all orders on the applicable NortonLifeLock entity in the country where Partner is located as specified below. <sup>1</sup>

| <b>LSO Entity</b>                                                                                                                                         | <b>Abbreviation</b>      | <b>Local Selling Country/Items Covered:</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------|
| <b>NortonLifeLock Australia Pty Ltd.</b><br>Level 46, Tower One, International Towers<br>Sydney 100, Barangaroo Avenue, Barangaroo<br>NSW 2000, Australia | NortonLifeLock Australia | Australia / All Orders                      |
| <b>NortonLifeLock France SAS</b><br>17 Avenue de l'Arche<br>92671 Courbevoie Cedex,<br>France                                                             | NortonLifeLock France    | France / All Orders                         |
| <b>NortonLifeLock Israel Ltd.</b><br>94 Yigal Alon Street,<br>Tel Aviv-Yafo, Israel                                                                       | NortonLifeLock Israel    | Israel / All Orders                         |
| <b>NortonLifeLock Italy S.R.L.</b><br>Via San Bovio 1/3, Building E Segreen Business<br>Park, San Felice, Segrate,<br>Italy                               | NortonLifeLock Italy     | Italy / All Orders                          |
| <b>NortonLifeLock Spain S.L.</b><br>Regus Torre Europa, Paseo de la Castellana 95,<br>Planta 15, 28146 Madrid,<br>Spain                                   | NortonLifeLock Spain     | Spain / All Orders                          |
| <b>NortonLifeLock UK Ltd.</b><br>100 New Bridge Street<br>London, EC4V 6JA<br>United Kingdom                                                              | NortonLifeLock UK        | UK / All Orders                             |

## For All Other Countries

A channel Partner order, addressed to the receiving NortonLifeLock entity that corresponds to the End User's ship to location, is always required for all orders.

|                                                                                                                             |                          |                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------------------------------------------------------------|
| <b>NortonLifeLock Inc.</b><br>60 E Rio Salado Pkwy STE 1000<br>Tempe<br>AZ 85281                                            | NortonLifeLock Inc.      | Americas, Thailand [all Orders]                                                           |
| <b>NortonLifeLock Ireland Ltd.</b><br>Ballycoolin Business Park, Blanchardstown,<br>Dublin 15<br>Ireland                    | NortonLifeLock Ltd       | EMEA [all Orders other than those countries with LSO]<br>People's Republic of China (PRC) |
| <b>NortonLifeLock Japan K.K.</b><br>Ark Mori Building 12th Floor, 1-12-32<br>Akasaka, Minato-ku<br>Tokyo 107- 6012<br>Japan | NortonLifeLock Japan KK  | Japan [all Orders]                                                                        |
| <b>NortonLifeLock Singapore Pte Ltd.</b><br>8 Marina Boulevard #05-02,<br>Marina Bay Financial Centre,<br>Singapore 018981  | NortonLifeLock Singapore | Asia Pacific (except PRC, Thailand, Australia) [all Orders]                               |

<sup>1</sup>This includes orders for End Users located in the European Union (EU) and for exports to End Users located outside of the EU. In the event Partner does not possess the necessary authorizations to conduct exports to End Users located outside the EU as applicable, then Partner cannot place such Orders on the LSO Entity and instead must place such Orders on NortonLifeLock Ltd.



## Trade Compliance Requirements

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### Regulatory background

NortonLifeLock products, including software, hardware, services, support and technology (collectively, “Controlled Items”) are subject to export and import controls administered by the U.S. government (including, but not limited to, the Export Administration Regulations under the U.S. Department of Commerce (“EAR”), the sanctions programs administered by the Treasury Departments’ Office of Foreign Assets Control (“OFAC”)), the member states of the European Union, Singapore, and other foreign jurisdictions.

Prohibited exports, re-exports and transfers.

All NortonLifeLock Products are subject to the following prohibitions:

- Export, re-export or transfers in violation of U.S., EU, Singapore or other applicable laws and regulations.
- Export, re-export or transfers, either directly or indirectly, to Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of Ukraine and to any other country or region subject to trade sanctions.
- Export, re-export or transfers to any person or entity named on lists published by the U.S. government (including the U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of Treasury), in addition to lists published by the authorities in foreign jurisdictions.
- Export, re-export, or transfer (in-country) for use in connection with (i) chemical, biological or nuclear weapons, (ii) rocket systems (including ballistic missiles and space launch vehicles), or (iii) unmanned air vehicles (including cruise missiles or drones) as detailed in Part 744 of the EAR unless subject to valid license as provided therein. Export, re-export, or transfer (in-country) to a military entity or to any entity for a military end use unless subject to a valid license where required under U.S. and/or foreign laws.
- Products shall not be used to facilitate computer or network disruption, monitoring or tracking that could assist in or enable human right abuses.

Non-U.S. and U.S. companies re-exporting NortonLifeLock Products must comply with both their local export rules and with U.S. re-export regulations.

### Compliance screening

Channel Partner should screen all relevant parties to a proposed transaction against Government lists including sanctioned parties, denied parties, restricted parties, embargoed parties or countries. Relevant parties include end users, ship to-parties, bill to-parties, banks, and intermediaries such as freight forwarders, and customs agents. Screening should take place periodically (e.g., at account set-up, prior to shipment, periodic re-screening of the material master data, etc.). Channel Partner must promptly notify NortonLifeLock if there’s a match with an entity involved in a NortonLifeLock export. Channel Partner shall cease the export transaction and await instructions from NortonLifeLock’s Trade Compliance department prior to fulfilling any such Orders.

### EPCI screening

Additional information will be required from customers located in certain countries. This information must be supplied to NortonLifeLock with each order, and relates to whether the end customer is involved in activities involving Weapons of Mass destruction – design, development, production etc. Further information including NortonLifeLock Trade Compliance policies and product classification information can be found here: @ <https://www.NortonLifeLock.com/about/legal/export-compliance>

Unless otherwise mutually agreed in contract with NortonLifeLock all products will be shipped on ex-works Incoterms.

For queries regarding import and export compliance contact;

- Americas Region: [Trade\\_Compliance\\_Americas@NortonLifeLock.com](mailto:Trade_Compliance_Americas@NortonLifeLock.com)
- Europe, Middle East, Africa (EMEA) Region: [Trade\\_Compliance\\_EMEA@NortonLifeLock.com](mailto:Trade_Compliance_EMEA@NortonLifeLock.com)
- Asia Pacific/Japan (APJ) Region: [Trade\\_Compliance\\_APJ@NortonLifeLock.com](mailto:Trade_Compliance_APJ@NortonLifeLock.com)
- Product Classification Questions: [product\\_classification@NortonLifeLock.com](mailto:product_classification@NortonLifeLock.com)

## **Shipping Term and Partial Delivery**

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Unless otherwise mutually agreed in contract with NortonLifeLock, all products will be shipped on Ex-Works shipping Incoterm.

Unless Partner clearly advises NortonLifeLock to the contrary in writing, NortonLifeLock may make partial shipments on account of Partner's orders, to be separately invoiced and paid for when due.

NortonLifeLock will deliver to the ship to entity as per applicable PO submitted, or contract terms if there is a conflict.

## **Inventory**

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Partner will maintain warehousing facilities and an inventory of packaged Products, sufficient to serve adequately the needs of its resellers on a reasonably timely basis. Unless otherwise agreed in writing between NortonLifeLock and Partner, Partner hereby agrees that its inventory (in accordance with Partner type), will not rise above a maximum of (i) Distributor: six (6) weeks; and (ii) Retailer 12 weeks, of inventory based upon the average sales in the immediately preceding thirteen (13) weeks.

## **Quality**

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Quality is of utmost importance to NortonLifeLock and as a result Partners must ensure that they have processes in place to ensure that orders are placed correctly with NortonLifeLock i.e. correct SKU and Quantity.

Partner must have a process in place to ensure that ESD orders delivered through MFT are saved correctly to avoid duplications and incorrect keys being used. For onward delivery, a process must be in place to ensure that correct keys are delivered, and duplicate keys are never delivered. Partner must provide documentation to support their process when requested by NortonLifeLock.

Partners printing NortonLifeLock Product with ESD must only use Authorized Replicators approved by NortonLifeLock. If you require a list of partners, contact [DL-GSC-Quality-EMEA@NortonLifeLock.com](mailto:DL-GSC-Quality-EMEA@NortonLifeLock.com)

NortonLifeLock reserves the right to audit Partner's processes to support the above.

Partner must report all quality concerns to [DL-GSC-Quality-EMEA@NortonLifeLock.com](mailto:DL-GSC-Quality-EMEA@NortonLifeLock.com) for investigation. Product must not be RMA'd as defective/damaged without prior investigation by NortonLifeLock.

## Reporting

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Partner will at all times comply with the provisions of NortonLifeLock's reporting requirements and qualification criteria (the current version of which is attached as Exhibit A to this Guide), and any additional requirements pursuant to the applicable Agreement, as may be modified by NortonLifeLock from time to time upon giving thirty (30) calendar days' notice. Partner agrees to furnish NortonLifeLock with weekly total "stock and sell thru/sell out (as applicable)" reports in an electronic format for all products, Digital, Physical, POSA and Non POSA as specified by NortonLifeLock. NortonLifeLock reserves the right to require additional reporting for certain authorized NortonLifeLock resellers. Such reporting must be completed in order to be eligible for any rebates and other incentives which may be in place. If Partner fails to meet the reporting requirements as stated above, such failure may result in the recalculation or cancellation of rebates and other incentives offered to Partner.

NortonLifeLock or its representative will have the right to inspect the NortonLifeLock Products held in consignment upon reasonable notice at all reasonable times. No less often than once per calendar quarter an independent company selected by NortonLifeLock will, at NortonLifeLock's expense, conduct an inventory of either all or a percentage of NortonLifeLock Products held by Consignee, at NortonLifeLock's discretion, and will deliver a report to NortonLifeLock and Consignee showing the results of such inventory by product and SKU.

## Returns

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Partner will ensure that any requests for Return Material Authorizations are in compliance with NortonLifeLock's Return Material Authorizations ("RMA") Policy for Packaged Product. RMA policy is included in Exhibit B to this guide.

## Electronic Data Interchange (EDI)

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NortonLifeLock's preferred means of data communication with partners is EDI. EDI speeds the flow of information between NortonLifeLock and our partners and for enables better decisions and efficiencies. Partner should have an EDI infrastructure or utilize 3<sup>rd</sup> party providers to enable trading with NortonLifeLock. If Partner is selecting a 3<sup>rd</sup> Party EDI service provider NortonLifeLock relationship is with the Partner and not the EDI provider. NortonLifeLock supports AS2/VAN Connectivity and EDI formats X12 and EDIFACT. Messages are for X12 (version 4010), 850 for incoming orders, 855 for Order Rejection, 810 for Invoice, 846 Inventory Advice and 867 Product Transfer & Resale. Messages for EDIFACT (version D97A), PURCHASE ORDER for Order, ORDRSP for Order Response, INVOIC for Invoice, INVRPT for Inventory Report, SLRPT for Sales Data Report.

If you require links to EDI technical specs, please contact Order Management  
[OrderManagement@NortonLifeLock.com](mailto:OrderManagement@NortonLifeLock.com)

## Digital Key Partners

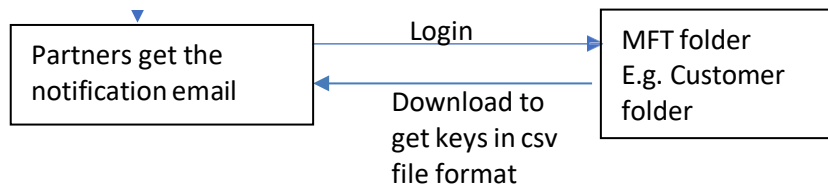
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Partners purchasing NortonLifeLock Digital keys (electronically without physical goods - the Bag-of-Keys model) will receive the keys using below flow.

Below is the simple process, additional modifications may be required depending on the type of keys and the relationship to NortonLifeLock.

Upon SO acceptance, fulfillment will occur with an Email sent to partners (email address on order) to login to download the key files



1. A unique login account and password for MFT access will be created using the email address provided at order entry.
2. The notification will be sent to the given email address to inform partners to download.
3. Partner login and download file, which should be saved to a secure location for later use.

## Compliance

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This Guide will be reviewed periodically and updated as content requires amendments. Please note that non-compliance to this Guide may cause delays to the processes outlined in this Guide, including but not limited to orders and returns.

NortonLifeLock, the NortonLifeLock Logo, the Checkmark Logo, Norton, Norton by NortonLifeLock, LifeLock, and the LockMan Logo are trademarks or registered trademarks of NortonLifeLock Corporation or its affiliates in the United States and other countries. Other names may be trademarks of their respective owners.

## Exhibit A

# Reporting Requirements and Qualification Criteria

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### Weekly sales Sell thru/sell out (as applicable)

#### Qualification Criteria

All partners are required to comply with the requirements as defined below. Failure by Partner to do so may, at NortonLifeLock's discretion, result in Partner forfeiting the right to any rebates and other incentives which may be in place, and may result in delays in processing orders.

- Report format and content (as set out in the Reporting Requirement section below)
- Report issued within stated time frame (as set out the Reporting Requirements section below).
- Data Integrity (as set out in the Reporting Requirement section below)

#### Reporting Requirements

Report must be submitted in English language unless otherwise agreed in writing with NortonLifeLock.

**Weekly Deadline:** The deadline for sending these reports is set as each **Tuesday, prior to 17.00pm GMT**. The date in the report should strictly be within the reporting period. The report should reflect a period from Saturday to Friday of the previous week (for example: sell thru/sell out (as applicable) for week 01) should be sent to NortonLifeLock at the beginning of the next report period (example: sell thru/sell out (as applicable) for week 01 should be received beginning of week 02).

**File Name:** The report should be emailed as an attachment file to: [XRM-WWSellthru@nortonlifelock.com](mailto:XRM-WWSellthru@nortonlifelock.com). File name must include Partner name and/or Sellthru ID and week ending date.

The file names where possible should be in the following formats:

- For sell thru/sell out, as applicable, report: yourcompanyname-weeklysales--country-week#-week ending-year.xls
- For inventory report: yourcompanyname -weeklyinventory-country-week#-weekending-year.xls

In the report file names, the only part of the report name that is expected to change from week to week, is the date (i.e. week number and year). The rest of the report name should remain the same.

**Format:** Partner should use the template sent through email. It includes the correct format and lists the required data. The report must be either a CSV or an excel file. Excel files should not contain formulas or links. There should be a separate file per report type (i.e., sales and inventory should not be delivered in the same file). Please note that Partner's files may differ from the standard file templates (column names and order), but they must always provide all the mandatory information. As for the file content, the data is expected to change but the column names and file structure (worksheet names or starting row of the table) must always remain the same.

Each Sell thru/sell out (as applicable) report should include the following information for all sales of NortonLifeLock Products made during the applicable period. NortonLifeLock reserves the right to alter the format and content of the Report on the provision of thirty (30) business days' notice.

In addition, it is essential that when Sell thru/sell out (as applicable) information is being reported, the following reporting rules are utilized:

- Backorder quantities (sell thru/sell out, as applicable) are NOT to be included.
- The quantities being reported are based on actual shipments and NOT on invoicing.

Both the Sell thru/sell out (as applicable) and the following Inventory data must be reported simultaneously on a weekly basis.

The reports must include all key mandatory fields, and wherever possible, the optional fields. Examples of mandatory fields include, but are not limited to, Partner Name / Reseller Identifier, Reporting Week, NortonLifeLock SKU number and the quantity of Sellthru or Sellout units.

Please reach out to your local sales rep for the current reporting template(s) which will be provided to Partner upon request by Partner to NortonLifeLock. Other report formatting, data requirements or sample templates may be agreed upon by the parties and provided to Partner by NortonLifeLock under separate cover from this Guide. All information requested is mandatory.

### **Inventory and Backlog**

1. Each Inventory record should include the following information:  
Partner Name, Report End Date, Store Name, NortonLifeLock SKU/EAN/UPC code, On Hand Quantity, On Order Quantity.
2. The net result of each Inventory record should allow NortonLifeLock visibility to the cumulative Quantity On-Hand of each NortonLifeLock Product. NortonLifeLock realizes that due to each Partner's individual business needs, the individual quantity descriptions listed in the Inventory will have different definitions from one Partner to another. NortonLifeLock requests that these definitions be documented in writing to NortonLifeLock to enable NortonLifeLock to make the proper calculations for each NortonLifeLock product line.

### **Inventory Report template**

All data must be entered and sent correctly: any reports including incorrect data, data in the wrong format or with missing data are classified in the system as "incorrect" and cannot be processed.

When an "incorrect" file is received, NortonLifeLock shall notify Partner by email and Partner is required to send the correctly completed file. NB: this may delay processing and cause Partner to miss its reporting deadline.

**Please Note:** NortonLifeLock may amend NortonLifeLock reporting requirements and qualification criteria from time to time in its sole discretion.

## Exhibit B

### Returns Material Authorization

|                               |                                                    |
|-------------------------------|----------------------------------------------------|
| <b>Organization/Authority</b> | Global Business Operations                         |
| <b>Effective Date</b>         | 1 <sup>st</sup> June 2020                          |
| <b>Last Updated</b>           | 23 <sup>rd</sup> April 2020                        |
| <b>Policy Owner Title</b>     | Director Global Product Operation and Supply Chain |

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## Scope

This RMA Policy (the “Policy”) is incorporated by reference into your agreement with NortonLifeLock and it establishes the core framework and criteria for Partner and Indirect End User Returns of NortonLifeLock Titles worldwide; including, but not limited to, Packaged Product, Digital Product, Hybrid Product and End User Returns.

**This Policy applies to NortonLifeLock titles only.** Depending on the consumer product type, different requirements may apply, so please read this Policy carefully. Only those provisions pertinent to the product types that the Partner has been authorized to distribute, as specified in the Agreement, shall apply.

**Please note:** This Policy addresses compliance requirements.

In the event a signed agreement exists between NortonLifeLock and Partner, the agreement shall take precedence over the Policy only insofar as it specifically states the specific portion of the Policy it is overriding. In the event such a statement does not exist the terms of this Policy shall take precedence.

This Policy is provided strictly for the use of authorized NortonLifeLock Partners for purposes of the return of NortonLifeLock titles.

## Definitions

| Terms Definitions                    |                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agreement</b>                     | Distribution Agreement, or any other associated agreements with NortonLifeLock.                                                                                                                                                                                                                                                              |
| <b>ADP</b>                           | Authorized Destruction Provider – NortonLifeLock appointed destruction vendor.                                                                                                                                                                                                                                                               |
| <b>Consignment</b>                   | Trade arrangement in which NortonLifeLock sends goods to Partner: Partner pays NortonLifeLock for goods only when the product has sold. After an agreed period, unsold goods are returned to NortonLifeLock.                                                                                                                                 |
| <b>Credit / Credit Memo</b>          | A credit memorandum (memo) is a commercial document issued by NortonLifeLock to the Partner, which is offset against a balance due from other transactions.                                                                                                                                                                                  |
| <b>COD</b>                           | Certificate of destruction – Document proving the product has been destroyed                                                                                                                                                                                                                                                                 |
| <b>DIF</b>                           | Destruction In Field. Customer requests to destroy retail box product returns in the field or at a customer site and deliver the list of product keys from RMA products to NortonLifeLock for deactivation.                                                                                                                                  |
| <b>Direct End User Returns</b>       | Returns from consumers who purchase NortonLifeLock titles directly from NortonLifeLock.                                                                                                                                                                                                                                                      |
| <b>Distributor</b>                   | NortonLifeLock multi-tier channel Partner that sells to companies, which then resell products to end customers. Distributors provide warehousing, order processing, credit and shipping.                                                                                                                                                     |
| <b>Environmental Requirements</b>    | Specific location requirements set out by the government for the disposal of goods.                                                                                                                                                                                                                                                          |
| <b>EOL End Of Life</b>               | Beginning of the process of cessation of support and other service around a previous release of NortonLifeLock Titles. This refers to the formal process whereby NortonLifeLock discontinues support of an existing product. At the end of this process, NortonLifeLock will no longer provide any type of support services for the product. |
| <b>EOA End of Availability</b>       | Partners will receive notification of Products that are being discontinued, such Products will no longer be available to order and NortonLifeLock will have no obligation to fulfill Partner's Order for such Products.                                                                                                                      |
| <b>EUSLA</b>                         | End User Services and License Agreement. A set of Terms and Conditions that once accepted form an agreement between the End User and the NortonLifeLock.                                                                                                                                                                                     |
| <b>Fraud Loss</b>                    | Fraud Loss refers to goods and services stolen through fraudulent means, where a sales order / transaction is associated with that loss or theft, and the transaction / sales order is directly linked or identifiable with the loss.                                                                                                        |
| <b>Indirect End User Returns</b>     | Returns from consumers who purchase NortonLifeLock Titles from Partner.                                                                                                                                                                                                                                                                      |
| <b>Net deficit</b>                   | The value of the RMA minus the value of the replacement order.                                                                                                                                                                                                                                                                               |
| <b>Payment on Reporting</b>          | NortonLifeLock will invoice Partner for number of units reported as sold through to End Users and Partner will pay invoiced amount.                                                                                                                                                                                                          |
| <b>Point of Sale Activation</b>      | Business model where product key is enabled at the point of sale.                                                                                                                                                                                                                                                                            |
| <b>Point of Sale Delivery (POSD)</b> | Business model in which the customer receives pin / code on their instore receipt to redeem a NortonLifeLock product key via a website or portal.                                                                                                                                                                                            |
| <b>Retailer / Reseller</b>           | NortonLifeLock channel Partner who purchases either directly from NortonLifeLock (single tier) or from a distribution Partner (two tiers) and sells through to the end user customer.                                                                                                                                                        |



|                  |                                                                                                                                                                                                                                                                                                                                                              |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RMA</b>       | Return Material Authorization. A NortonLifeLock approval for a product return and the only process by which a Partner may receive a credit against a processed order for Physical, Digital or Hybrid product. The RMA process includes the submission and approval of a RAR form, return of product, proof of destruction and submission of associated keys. |
| <b>RAR</b>       | Return Authorization Request. A NortonLifeLock form that is submitted by the partner for approval to return Physical, Digital or Hybrid product. Partner is not authorized to return any product unless the RAR is approved. All mandatory fields in the RAR must be completed prior to submission otherwise the form will be rejected.                      |
| <b>Shrinkage</b> | Shrinkage is a traditional Retail Sales term associated with the unaccounted-for reduction in inventory; usually associated with shoplifting, employee theft and damaged unsellable goods after delivery. There is no transaction or record of the sale.                                                                                                     |

## Policy Changes

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NortonLifeLock may change this Policy at any time at its discretion. Generally, any such changes will take effect thirty (30) calendar days from publication and notice to Partner, except to the extent that such updates consist of operational changes that cannot reasonably be implemented by the Partner upon thirty (30) calendar days' notice. In such a case, NortonLifeLock and Partner will work together and in good faith to determine an appropriate implementation plan and period.

## What is an RMA?

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RMA stands for a Return Material Authorization, which is the process used by an end-user or Partner to return an order or part of an order for Physical, Digital or Hybrid product for an approved reason. This may result in a refund or credit (as set forth below in section entitled Credit and Documentation) against the processed order if approved as set forth in this RMA Policy.

Partners must follow the RMA process to obtain necessary approvals in order to receive an authorization to return product and receive a credit for the purchase, if applicable.

Please note that where consignment model is used, returns of NortonLifeLock Titles delivered to the Partners via consignment model will not result in a credit. Product held by the Partner under consignment remains the property of NortonLifeLock until sold. For consignment material, it is imperative that NortonLifeLock receive the product back to deactivate any licenses avoiding any error in Partner responsibility.

## Policy Expectations Compliance

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Non-compliance of any area governed by this Policy or any written Agreement may result in a hold being placed on all orders waiting to be fulfilled until the issue is resolved.

## Submission and Process Selection

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RMA requests can be submitted for processing at any time during the quarter. However, booking and closing RMA requests during quarter end week may be subject to certain cut-off times and exception procedures, which will be communicated as, and when required.

Returns can occur between: The End User and NortonLifeLock; Retailer and NortonLifeLock, where NortonLifeLock titles were purchased directly from NortonLifeLock; or a Distributor and NortonLifeLock. The variations in the returns process for these different stages of transaction are detailed in the following policy and associated process flow.

The required form:

All NortonLifeLock product RMA requests must be submitted for processing on the [Global RAR Form \(Return Authorization Request\)](#). All mandatory fields on the RAR form must be completed correctly to avoid delays.

The forms submitted are subject to monitoring and approval processes as determined in NortonLifeLock's sole discretion and can be audited at any time. All returns should follow the correct approval process based on the criteria determined within this Policy.

## Product Types

| Product Type     | Product Type Definition                                                                                                           | Product Example                                                |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Digital Product  | Product keys, PINs, Coupon codes are provided electronically, no physical product components                                      | eStore product resale                                          |
|                  |                                                                                                                                   | ESD distributor and reseller for key bank                      |
| Packaged Product | Traditional product in form of box, DVD, card or other, where product key, PIN or Coupon Code is printed on one of the components | Standard distribution model                                    |
|                  |                                                                                                                                   | System Builder Flat Pack Physical Product Bundle / Attach POSA |
|                  |                                                                                                                                   | Print to Receipt                                               |
| Hybrid Product   | Mix of physical component(s) with key delivered electronically                                                                    | Tech Bench Kiosk                                               |
|                  |                                                                                                                                   | Print to Receipt                                               |

## Return Authorization Request

### All NortonLifeLock Titles

Partner will not return any product to NortonLifeLock until they receive an approved RMA number from NortonLifeLock. NortonLifeLock will not provide the partner with credit until they receive all mandatory information such as Certificate Of Destruction (COD) and key file data matching exactly the approved RMA details.

To obtain an RMA Number from NortonLifeLock, the following information must be provided to NortonLifeLock as part of the Global RAR Form:

- Region
- Date
- Bill to Country
- Bill To / Ordering Party
- Bill to Customer Number
- Email ID
- RMA Reason code
- RMA Request Explanation
- Quantity
- Unit price
- Currency
- Replacement Order Information – *if applicable*

RAR Forms should be submitted to: [Returns\\_Request@nortonlifelock.com](mailto>Returns_Request@nortonlifelock.com)

Partner is required to complete all the mandatory fields. If the mandatory fields are not completed, NortonLifeLock will reject the RAR submission. NortonLifeLock shall make reasonable efforts to provide such an RMA Number within five (5) business days of receiving all the relevant information but it will not be deemed to be in breach of the Agreement if it does not do so.

## Return Types

There are 5 types of returns within the scope of this Policy, listed below. Other types are not covered by this Policy.

| RMA Reason                    | Return Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ORDER CORRECTION</b>       | PO submitted with incorrect customer information including name, address, contact info, customer #, Order or Product is duplicated, PO submitted with incorrect payment terms or billing frequency, PO submitted with incorrect pricing, PO submitted with incorrect product, PO submitted with incorrect quantity, return is contractual in nature (opt out) or the wrong contract.                                                                                                          |
| <b>DAMAGED/DEFECT PRODUCT</b> | Product that is defective or incorrect and/or product that was damaged while under NortonLifeLock's responsibility. The customer complaint information section is mandatory for this Return Reason in the RAR.<br>Prior to submitting RAR, the Partner must contact Global Quality using email address DL-GSC-Quality-EMEA@nortonlifelock.com detailing the issue. Global Quality will provide the Partner with the customer complaint number which will be required when submitting the RAR. |
| <b>OBSOLETE</b>               | Physical product is obsolete or end of life. Partner's On Hand Quantity/Inventory after NortonLifeLock EOL End Date                                                                                                                                                                                                                                                                                                                                                                           |
| <b>STOCK ROTATION</b>         | Stock balance for physical product. Should only be used when the partner is returning stock and ordering replacement product. Replacement information section is mandatory for this Return Reason.                                                                                                                                                                                                                                                                                            |
| <b>END USER REMORSE</b>       | Returns of a product that has been purchased by the End User.<br>End User is requesting termination for service products including their subscription service with auto renewal billing.                                                                                                                                                                                                                                                                                                      |

Request for RMAs will come through the channel in which the original order was placed unless the order was purchased from NortonLifeLock directly by the End User. For example:

- Resellers that purchase through a NortonLifeLock's authorized Distributor should not contact NortonLifeLock directly; instead they must contact their designated Distributor.
- Direct End User will request an RMA by submitting a request to NortonLifeLock Customer Support.

### Product Returns

RMA requests of NortonLifeLock Titles, except returns by End Users, can only be submitted within ninety (90) calendar days of the original delivery by NortonLifeLock. For Agreement terminations, Partners must submit RMA requests ninety (90) calendar days from expiration date or within 90 days of termination unless otherwise specified within the Agreement. EOL products should be returned no later than 90 days after the EOL End Date.

### Defective Products

Defective NortonLifeLock Title Products may be returned as part of a product recall by NortonLifeLock if NortonLifeLock ships, distributes, and issues defective goods. Request for credit will be accommodated if NortonLifeLock determines that the defects occurred prior to shipment and if requests are submitted within thirty (30) calendar days from shipment.

### Internal Corrections

These are internal errors within NortonLifeLock resulting in a recall, which involves an RMA. This is inclusive of PO corrections, duplicated orders, human error in processing, and misquotes by a NortonLifeLock Partner Sales Manager as proven by underlying documentation.

## Indirect End User Returns

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All Indirect End User Returns shall be made directly to Partner for return to NortonLifeLock under NortonLifeLock's current NortonLifeLock Return Policy, which is determined by product type; the comment "End User Returns" should be included in the RMA Reason field on the Global RAR form.

The product key detailed in the returns form will be deactivated by NortonLifeLock to prevent further use, if applicable.

## Shrinkage and Fraud Loss

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Please note that NortonLifeLock will not provide credit or refund to the Partner as a result of Shrinkage. However, if Shrinkage does occur, the Partner is obligated to report it.

If Fraud Loss has occurred, when possible, the Partner must return to NortonLifeLock, by a NortonLifeLock approved secure method (i.e. MFT, secure ftp, NOBU, BOX, encrypted email), a full Product Key log for all identified SKUs included in the fraudulent activity. Partner shall notify Global Brand Protection via email sent to [GlobalBrandProtection@NortonLifeLock.com](mailto:GlobalBrandProtection@NortonLifeLock.com) that the list of product keys has been submitted for disablement.

Delivery of product keys in this instance applies to digital/physical products lost/stolen.

Shrinkage and fraud loss must be reported to NortonLifeLock by the Partner. Failure to report loss / theft / Shrinkage within 24 hours of discovery may result in NortonLifeLock requiring the Partner to pay the Manufacturer's Suggested Retail Price (MSRP) for each product key lost, stolen, compromised or unaccounted for.

## Submission and Order Management

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All Return Authorization Request (RAR) forms should be sent by the Partner to the Order Management team using the mailbox listed in the Returns Authorization Request section of this Policy. If the Partner is a distributor for multiple resellers, it will aggregate the RMAs and send to Order Management as a consolidated monthly request.

Digital product submissions made using the Payment on Reporting method will be submitted to NortonLifeLock by Partner's authorized representative.

Order Management will process requests in accordance with the internal guidelines and will coordinate and require the necessary approvals which are determined in NortonLifeLock's sole discretion.

Key Points:

- If the RMA request is approved, routing instructions will be provided by Order Management for product return and delivery to approved product destruction providers or locations.
- Associated shipping charges or destruction costs for returned product are managed in accordance with Partner's Agreement.
- Open RMA requests for Stock Product which have not been resolved and closed within 45 calendar days may be cancelled by Order Management.
- Applicable replacement PO number or SO number must be presented to Order Management with the RAR request.

If multiple RMAs are returned to NortonLifeLock or to its authorized destruction vendor for destruction at one time, each RMA must be packaged separately and clearly identified on each box.

## High Level Overview RMA Process Flow

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### Overview of RMA Process for Non – POSA Product and POSA product

#### Non POSA product

- Once RMA orders created, Partner send RMA goods to Authorized Destruction Provider (ADP)
- Authorized Destruction Provider (ADP) will count the quantity and sku vs the RMA orders.
- Report status to OM team - [OrderManagement@NortonLifeLock.com](mailto:OrderManagement@NortonLifeLock.com)
- Authorized Destruction Provider (ADP) send return goods for physical destruction and prepare COD file
- Sent COD via email to [OrderManagement@NortonLifeLock.com](mailto:OrderManagement@NortonLifeLock.com)

#### POSA Product

##### Product Destruction

- Send the return goods to central warehouse if necessary. (Per the DIF guidelines, POSA does not need to be returned to NortonLifeLock Warehouse)
- Per the DIF guidelines, the goods may be destroyed and recycled at the retail store. Per DIF guidelines, Certificate of Destruction (COD) should be prepared.

## Destruction In Field (DIF)

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Prior to conducting Destruction In Field, partner must meet NortonLifeLock's Destruction Provider Standards and must first obtain written approval from NortonLifeLock. Please refer to the NortonLifeLock Authorized Destruction Providers Requirements for additional information on NortonLifeLock Global Brand Protection requirements.

Unless the contract between NortonLifeLock and the partner states other the partner must follow the following process. For Non-POSA products, NortonLifeLock requires the Authorized Destruction Provider (ADP) to perform the Product Key Scanning, complete Destruction and provide a Certificate of Destruction (COD). For POSA products, no Product Key scanning is required, however partner must complete the Destruction and provide a Certificate of Destruction (COD). The following depicts the high-level requirements for each activity:

### 1. Product Key Scanning

All Product Keys should be scanned into an Excel spreadsheet in the preapproved format prior to shredding using the following guidelines:

- In the confines of a secure store, a scanning device hooked up to a PC/laptop can be used to scan the Product Key barcodes.
- Photocopying devices, cameras, mobile phones or any other devices capable of recording product activation key codes are prohibited from the secure store while performing the Product Key scanning
- The computer that is used to scan the Product Keys must be dedicated to this NortonLifeLock application and have no CD-R/DVD-R drives, USB ports, or other ports to which other removable data storage devices can be connected. It should not have general internet access or email.
- Once the scans are completed, only authorized personnel will have rights to re-enable the USB port to transfer the file containing the product keys from the scanning device to computer that is hooked up to secure network.
- The file should then be uploaded to NortonLifeLock's managed file transfer (MFT) location.
- Once NortonLifeLock validates the product keys and provides confirmation, ADP is to destroy the file from their computers and servers immediately.

## 2. Destruction

The ADP must maintain written procedures on the destruction process. NortonLifeLock products and components must be stored in secure facility buildings until ready for destruction. Prior to destruction, 1) product keys must be returned to NortonLifeLock as per 5.1 and 2) inventory must be recounted to assure that products and quantities match the original RMA request as per NortonLifeLock Authorized Destruction Providers Requirements.

Products must be destroyed by using the following methods or a method approved by NortonLifeLock in writing.

Destruction of Software, Product Keys & Packaging Components:

- By de-kitting the software – breaking apart all components of the packaged software and destroying/recycling each piece individually.
- All CDs/DVDs are to be rendered useless by shredding the CDs.
- All paper packaging must be incinerated or damaged before sending to a recycler
- Once NortonLifeLock has validated the returned product keys as per 5.1, (NortonLifeLock Authorized Destruction Providers Requirements) all components containing product keys must be destroyed by incineration or shredding (using at minimum a crosscut shredder) before being sent to a recycler

## 3. Certificate of Destruction

A Certificate of Destruction must be produced that lists out the products and quantities destroyed demonstrating proof of destruction. It must be signed by both an ADP management representative and by the ADP's appointed witness to the destruction.

One Certificate of Destruction should be produced per each RMA, unless the event extends past a 24-hour period, in which case a separate Certificate of Destruction should be created for 24-hour period. The Certificate of Destruction and relevant log must be retained for 2 years.

## Credit and Documentation

Partner may be credited or refunded, if such Return Type is eligible and approved for such credit or refund, based on a certificate of destruction and an audit log submitted by the destruction service provider. Partner will receive any credit due at the purchase price paid, adjusted for any rebates that have been given to Partner.

If the products returned by Partner are inconsistent with the applicable RMA, then NortonLifeLock will not provide Partner with a credit for any of the products returned until such discrepancy has been resolved. NortonLifeLock may cancel all outstanding RMAs that have not been resolved and closed within forty-five (45) calendar days. NortonLifeLock will not be obligated to accept products which have been damaged in transit by Partner or by Partner's freight forwarder.

## Resources

| Resource / Report                                     | Owner/Stakeholder                                                                 |                  |
|-------------------------------------------------------|-----------------------------------------------------------------------------------|------------------|
| <b>Global RAR Form (Return Authorization Request)</b> | Excel document designed to capture the required information for processing an RMA | Order Management |

## Escalations

If any issues occur throughout the RMA process or for any questions, please contact the Partner Success Manager assigned to the account.

## Related Information

Partner Operations Guide – Main Document to which this Policy is included as this Exhibit B.

- Return Authorization Request (RAR) Form can be requested from your Order Admin contact ([OrderManagement@NortonLifeLock.com](mailto:OrderManagement@NortonLifeLock.com)).
- Email address to submit Return Authorization Request (RAR) Form:  
[Returns\\_Request@nortonlifelock.com](mailto>Returns_Request@nortonlifelock.com)

Physical returns must be returned as one shipment unless Partner has notified NortonLifeLock otherwise in advance





## Exhibit C

# Global Security Requirements

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### **Onboarding**

Prior to conducting business, the Partner will complete the onboarding forms, which is provided by the NortonLifeLock Sales team, or Sales Operations team. After the onboarding forms are complete the CBU Compliance team will perform a review. Only if the Partner has access to the NortonLifeLock network or is handling Personal Identifiable Information (PII) of NortonLifeLock's customer then a Security Assessment is performed.

### **Security Risk Assessment**

As part of the Security Risk Assessment, the Partner will provide a 3<sup>rd</sup> party attestation (SOC2 Type 2, ISO Certificate, etc.), additional documentation outlining the internal process of the partner (data flow diagrams, policies, etc.) and discussions reviewing any outstanding questions.

### **Master Provider Security Requirements (MPSR)**

For Partners who are subject to a Security Risk Assessment, a MPSR is included in the agreement. The Partner has an opportunity to redline the MPSR, but the expectation is that the criteria in the MPSR are met.

### **Annual Reassessments**

Partners who were subject to the Security Risk Assessment may also be subject to an annual reassessment. This is dependent on the initial assessment and/or changes in scope of the Partner relationship in subsequent years. The reassessment process is very similar to the initial Security Risk Assessment.

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## Exhibit D

### Authorised Distributor Terms and Conditions

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NortonLifeLock (“We”, “Us” or “Our”)  
Distributor (“You” or “Your”)

**Ordering and Products.** You acknowledge that all orders for Our Products by You will be subject to Our acceptance and pursuant in each case to the terms of the Agreement, regardless of any contradictory terms within Your purchase order paperwork. Ordering procedures are as set out further below in this Operations guide. You must meet any selling requirements as communicated by Us from time to time. We can add or delete from Our Product List at our sole discretion. We will use reasonable commercial efforts to notify you of any changes 30 days before we issue the updated Product List, but We won’t be responsible for any damages if We fail to do so.

**Upgrades.** We may, from time to time, release version upgrades of Our Products. If such version upgrades are provided to You, You and Your Resellers must distribute, exclusively, the most current version upgrade within thirty (30) days of receipt of the version upgrade. We are under no obligation to create new, compatible versions of Our Products for current or newly released operating systems.

**Stock holding restrictions.** You shall not maintain more than twelve (12) weeks’ inventory of product keys and/or Our Products. Maximum inventory is calculated based on Our approved sales forecast for the initial three (3) months of the Agreement, and on the subsequent sales reports (for all subsequent periods during the Term of the Agreement).

**Cancellation.** We may cancel any order placed by You following acceptance of such order by Us, or refuse or delay shipment thereof if: (i) You fail to make any payment as required under the Agreement, an invoice provided by Us, or as otherwise agreed to by Us and You in writing; (ii) You fail to meet or comply with credit or financial requirements established by Us, including any limitations on allowable credit; or (iii) You otherwise fail to comply with the terms and conditions of the Agreement and the terms of this Operations Guide. We reserve the right, without liability of any kind to You or to any other person, to cancel any orders for Our Products that We delete or remove from the list of Our Products available for purchase by You under the Agreement. No such cancellation, refusal or delay will be deemed a termination (unless We so advise You) or breach of the Agreement by Us.

**Electronic Orders.** You agree to use Our then-current online ordering systems and processes to place orders. An Order placed by You via Our online system is a binding offer to purchase and may not be cancelled, withdrawn or changed by You. We may change or update Our online ordering systems or processes at any time at Our sole discretion.

**Audit and Records.** You will permit Us under an obligation of confidentiality, on reasonable notice and during regular business hours to inspect Your procedures at Your premises in order to verify Your compliance with this Agreement. You agree to maintain accurate business records in connection with Your obligations and activities under the Agreement for at least three (3) years after their creation. Such business records shall include the following information: (i) number and location of any pre-purchased inventoried Products/media kits, and (ii) the number of Our Products distributed, returned and/or destroyed. If an audit reveals that You have underpaid Us, You agree to immediately pay the amount of such underpayment to Us upon receipt of an invoice provided by Us detailing the amount due. The costs and expenses of conducting audits under this section will be paid by Us, unless the audit reveals that the amount of such underpayment exceeds five percent (5%) of the payments owed for any six (6) month period audited, in which case You shall pay for the costs and expenses of the audit. During the Term of the Agreement and for one year afterward, if Your reporting is irregular or if We reasonably and in good faith believe that You are not adequately protecting Our IP, We may audit You and/or any of Your Reseller’s inventory records, facilities or processes for storage and distribution of Our IP for the purpose of determining whether You and/or Your Reseller’s have not complied with Our Brand Protection Requirements. In the event that any material discrepancies are discovered through any such audit, You agree to pay Us for Our reasonable costs of the audit.

#### **Intellectual Property**

**Intellectual Property.** As used herein, the “NortonLifeLock Intellectual Property” means any and all of Our registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, copyrightable works, software, and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, databases and other specifications and documentation or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**Ownership.** Subject to the express rights and licenses granted by Us in the Agreement, You acknowledge and agree that:

- We are and will remain the sole and exclusive owner of all right, title, and interest in and to Our Products and Documentation, including all NortonLifeLock Intellectual Property relating thereto.



- You shall not acquire any ownership interest in any NortonLifeLock Intellectual Property under the Agreement.
- Any goodwill derived from the use by You of NortonLifeLock Intellectual Property inures to the benefit of Us.

**Unauthorized Use.** Only We shall have the right to alter, maintain, enhance or otherwise modify the NortonLifeLock Intellectual Property, including but not limited to Our Products and Documentation. You shall not alter, disassemble, decompile, decrypt, reverse engineer, adapt, modify, translate, or create derivative works based upon, or make any attempt to discover, copy, or reproduce the source code of, Our Products or any portion thereof. You shall immediately report to Us all unauthorized use of NortonLifeLock Intellectual Property Rights of which You become aware and shall take all reasonable steps to assist Us in protecting such NortonLifeLock Intellectual Property (at Our expense, unless the unauthorized use was by You, or authorised or done in complicity with You).

### **Trademarks and Marketing**

**Trademarks.** As used herein, “NortonLifeLock Trademarks” means the NortonLifeLock word mark and logo, the Norton word mark and logo, the LifeLock word mark and logo, the Checkmark logo, and any other trademarks and service marks, whether registered or unregistered, adopted by Us to identify Our products and services, including but not limited to those trademarks listed on the Our Trademark List at: <https://www.nortonlifelock.com/us/en/legal/trademark/>.

**Trademark License Grant.** Neither party has paid any consideration for the use of the other party’s trademarks, logos, copyrights, trade names or designations, and nothing contained in the Agreement will give either party any interest in any of them. We hereby grant You a non-exclusive, non-transferable royalty free licence to use the NortonLifeLock Trademarks in the Territory during the Term and solely as reasonably necessary in order to distribute, advertise, promote, market and sell Our Products as authorised under the Agreement.

### **Trademark Usage Guidelines.**

- You will comply with Our Trademark Usage Guidelines currently listed at <https://www.nortonlifelock.com/us/en/legal/trademark-policies/>, and all other branding guidelines that We provide to You from time to time.
- You agree not to object to or challenge or assist any party in disputing or challenging Our use or registration of the NortonLifeLock Trademarks and You agree not to use the NortonLifeLock Trademarks or any other mark likely to cause confusion with the NortonLifeLock Trademarks as any portion of Your tradename, trademark, service mark, or domain name for Your business, services or other products.
- You agree not to remove and to include all of Our applicable copyright and trademark designations, markings and notices as they appear on or in Our Products and in all advertisements and marketing materials.
- You shall not market Our Products in any way that implies that such are the proprietary product of You or of any party other than Us.
- You will provide Us with samples of any marketing materials containing NortonLifeLock Trademarks upon reasonable request.
- You shall immediately correct and remedy any deficiencies in Your use of the NortonLifeLock Trademarks or cease or suspend use of NortonLifeLock Trademarks in any marketing material without undue delay if notified in writing that the use does not comply with Our marketing and trademark guidelines.
- You may permit Resellers to use the NortonLifeLock Trademarks, subject to You being responsible for their continued compliance with both i) Our trademark guidelines and ii) all of the conditions set forth above. You must notify us as soon as practicable if You become aware of any suspected breach of Our proprietary rights.

**Marketing Practices.** In distributing, advertising, promoting, marketing, and selling Our Products, You shall:

- Not engage in any deceptive, misleading, illegal, or unethical practices and will act in compliance with applicable advertising standards and laws;
- Not make any representations, warranties, or guarantees concerning Our Products that are inconsistent with or in addition to those made by Us;
- Use reasonable efforts to protect NortonLifeLock’s Intellectual Property Rights and to cooperate at Our cost in Our efforts to protect Our proprietary rights;
- Notify Us of any known or suspected breach of Our proprietary rights that comes to Your attention; and You will distribute Our Products with all notices, labels, logos, packaging, warranties, disclaimers and license agreements intact, as shipped from Us, as applicable. You may not open the packaging or break the seal on Our Products without Our express written permission.

### **Marketing Requirements.**

You agree to:

- vigorously and continuously promote and market Our Products in accordance with all legal requirements.



- Train and maintain an appropriate number of capable technical and sales personnel to support Our Products

**Press Releases; Marketing Materials.** Neither party shall issue any: (i) press release; and/or (ii) Marketing Materials concerning the other party or the Agreement without the other party's prior written approval. You represent and warrant that: (a) every marketing activity in relation to this Agreement is in compliance with then current industry standards and all applicable laws.

**Export Control.** You acknowledge and agree that You will comply with all applicable export laws, regulations and export licenses for distribution of Our Products and services as detailed here <https://www.nortonlifelock.com/us/en/legal/export-compliance/> which may require action on Your behalf prior to export to certain destinations, end users, or for certain end uses. A breach of this section is deemed to be a material breach of the Agreement.

**Effect on Termination: Shipments, Outstanding Payments and Existing Inventory:**

- Notwithstanding any credit terms made available to You under or in connection with the Agreement, any of Our Products shipped or to be shipped after notice of termination has been given or received shall be paid for by You via wire transfer or confirmed irrevocable letter of credit and/or certified or cashier's check. Upon termination or expiration of this Agreement: We, at Our sole option, may buy back any or all of Our Products then in Your possession, provided that such Products are then-current versions (and in no event shall this include Our Products that We have notified You are obsolete) and in saleable condition. Upon acceptance of any of Our Products purchased by Us from You pursuant to this clause, We will issue an appropriate credit to Your account for the amount actually paid for Our Products, less any return shipment charges paid by Us. If there is a net credit balance owing to You upon termination of the Agreement, then We shall pay You by check the amount of such balance within thirty (30) days of termination.
- The due dates of all outstanding invoices to You for Our Products shall automatically be accelerated so that they become due and payable by immediate wire transfer on the effective date of termination or expiration, even if longer terms had been provided previously. All or portions thereof remaining unshipped as of the effective date of termination or expiration shall automatically be canceled. If You fail to pay any outstanding invoices when due, You hereby agree that We may, in addition to any other remedies and rights which We may have, repossess any or all of Our Products then in Your possession for which We have not been paid. In the event that We seek to repossess any or all of Our Products, You hereby agree to make such Products available for collection by Us (or Our agent), with or without vehicles, at a site which is mutually convenient and to pay all of Our costs and expenses associated with such repossession and collection, including reasonable attorneys' fees.
- Within 10 business days after the end of the Agreement You will return for deactivation via a secure method of delivery all Products and Product Keys (if applicable) within Your or Your authorized agents' possession or under its direct or indirect control. You shall certify that no copies of Our intellectual property remain on Your or Your affiliates or fulfillment agents' IT systems.
- Upon termination or expiration, You shall cease Your use of all NortonLifeLock Intellectual Property, including but not limited to NortonLifeLock Trademarks, and will not thereafter use any mark which is confusingly similar to any NortonLifeLock Trademarks. Upon termination or expiration of this Agreement, You will purge or remove any references to Us or the NortonLifeLock Trademarks from all materials, letterheads, signs and any other media in which You have displayed such names or marks. Notwithstanding the foregoing, and provided that (1) We have not elected to purchase Our Products inventory from You, and (2) the Agreement was not terminated pursuant to Termination for breach or Change of Control or Insolvency as detailed in the General Terms below, You may continue for up to three (3) months after expiration or termination of the Agreement to distribute on-hand inventory of Our Products and use NortonLifeLock Trademarks only in connection with distribution of such on-hand inventory. Any and all copies of Our Products not repurchased by Us under the terms contained herein distributed by You shall be promptly destroyed by You. You shall certify to Us in writing the destruction of such NortonLifeLock Products. Notwithstanding anything to the contrary, termination or expiration of the Agreement shall not affect any End User's rights under the Our LSA for Our Products distributed or sold by You or Your Resellers in accordance with the Agreement.

**General Terms:**

**Brand Protection Requirements.** In addition to the requirements set out in this Operations Guide, You shall comply with other record keeping, reporting and audit requirements for brand protection purposes, as may be provided by Us from time to time

**Change in control:** You must notify us within 20 business days, of any change in management or control of Your business, where such changes include a transfer of 25% or more of Your voting rights, or transfer of substantially all of Your assets.

**Our Product Claims** You must notify Us in writing if and as soon as You become aware of any claims involving allegations of infringement of Our Products. We will have the right at Our expense, to either adapt Our allegedly infringing product; or obtain the necessary permissions to continue using and marketing the relevant product.



Where We determine that neither of these options are practical, We may immediately terminate Your rights to distribute the applicable products, and You will return such products without delay to Us upon Our written request. You will receive a credit from Us which is equal to the price You paid for such products, as long as the products are returned unopened and without damage.

**Our Warranties:** All product warranties shall be as set forth between Us and the end user under the then current end user License and Services Agreement (“LSA”) as applicable. You are not permitted to make any warranties and representations on Our behalf regarding Our Products. All such express and implied warranties, representations and any other additional terms are expressly excluded to the maximum extent permitted by law.

**Waiver of Indirect and Consequential Loss:** We shall not be liable for any of the following that may arise whether directly, indirectly or otherwise under the Agreement:

- (i) any cost of procurement of substitute or replacement goods and services, loss of profits, loss of use, loss of or corruption to data, business interruption, loss of production, loss of revenues, loss of contracts, loss of goodwill, or anticipated savings or wasted management and staff time; or
- (ii) any special, consequential, incidental or indirect damages; or
- (iii) for any failure in the electronic transmission of orders; whether arising directly or indirectly out of the Agreement.

The foregoing shall apply even if such party, its Resellers, suppliers or its agents has been advised of the possibility of such damages.

**Limitation of Liability:** Our liability to You is limited to the total payments received by Us under the Agreement during the twelve (12) months prior to the event giving rise to such liability. Notwithstanding the foregoing, nothing in the Agreement will seek to exclude either party’s liability for fraudulent misrepresentation, willful misconduct, gross negligence, death, personal injury or any other liability to the extent that such liability may not be excluded or limited under applicable law.

**Termination: Without Cause:** We may terminate the Agreement without cause upon thirty (30) days written notice to the You. You may terminate the Agreement without cause upon ninety (90) days written notice to Us. **Material Breach:** Either party can terminate the Agreement immediately, with 10 days written notice in the event of: (i) material breach (including non-payment); insolvency, administration or liquidation of the other party. **Change in Control:** We may terminate this Agreement immediately upon written notice if You are merged, consolidated, sells all or substantially all of Your assets, or if there is any substantial change in management or control. Neither party will be liable for damages of any sort as a result of terminating the Agreement in accordance with its terms and the terms of the Operations Guide.

**Assignment:** We may assign the Agreement upon written notice within Our group.

**Timeframe for Legal Actions.** Any legal action arising in connection with the Agreement must be filed within one (1) year of the date that such cause of action arises. All statutory limitation periods (whether arising in contract, tort or otherwise) are hereby expressly excluded.

**Timeframe for Funding Claims.** If You fail to claim any applicable commercial program funding within six (6) months of the end date of Our applicable quarter within which You (or Your Reseller as applicable) are eligible to claim such funding , such funding amounts will not be payable by Us in any event.

**No Double Recovery:** Any purported breach of the Agreement by Us which You claim causes loss and/or damage to a Reseller, will be deemed to be only Your loss and/or damage with the intent that We would be liable only to You instead of to any Reseller. Any duplicate claims filed by You and any of Your Resellers must be combined and we agree that no double recovery by You and Your Resellers will be permitted under this Agreement.

**Confidentiality.** We both acknowledge that in the course of the relationship contemplated by the Agreement each of us will receive information that is confidential and proprietary to the other. Each of us agrees not to use such information except in performance of the Agreement and not to disclose such information to third parties. Failure to comply with this clause will be a material breach of the Agreement.

**Notices:** Please send any notices for Us for the Americas to NortonLifeLock Inc. Attn: Legal Department at 60 E Rio Salado Pkwy, Ste 1000, Tempe, AZ 85281; for EMEA to Attn: Legal Department at NortonLifeLock Ireland Limited, Ballycoolin Business Park, Blanchardstown, Dublin, Ireland or for Asia Pacific (including Australia) to Attn: Legal Department, NortonLifeLock Singapore Pte Ltd, 8 Marina Boulevard, #05-02, Marina Bay Financial Centre, Singapore, 018981.

**Compliance with Laws:** Each party will comply with all applicable laws and regulations, including but not limited to export compliance and anticorruption laws, the Foreign Corrupt Practices Act, U.K. Bribery Act 2010 and laws of the U.S. Department of the Treasury, Office of Foreign Assets Control; and further obtain and maintain in effect all required licenses, permits and authorizations.

**Force Majeure:** Neither of us will be in breach of the Agreement if such delay or performance failure results from events outside that party’s control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the specific obligation has been delayed or failed to be performed. If the period continues for [3] months, the party not affected may terminate the Agreement by giving 30 days-notice to the other party.

**Third Party Rights:** Nothing in the Agreement or the terms contained in this Operations Guide confers any rights on any third parties (including but not limited to Affiliates and or Resellers), and the Agreement does not give rise to any rights under the Contracts (Rights of NortonLifeLock Inc. | 60 E Rio Salado Pkwy STE 1000, Tempe, AZ 85281 | NortonLifeLock.com



Third Parties) Act 1999 to enforce any term of the Agreement.

**Governing Law; Jurisdiction.** If You are based in EMEA: The laws of Ireland. Venue for any legal action will be the Irish courts, Dublin; If You are based in Japan: The laws of Japan. Venue for any legal action will be the Japanese courts; If You are based in Asia Pacific (including Australia): The laws of Singapore. Venue for any legal action will be the courts of Singapore. Parties will comply with any and all applicable laws and regulations, including but not limited to laws regarding promotions, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and regulations of the U.S. Department of Treasury, Office of Foreign Assets Control.

**Construction:** The Agreement and the terms contained in this Operations Guide are the result of negotiations between sophisticated parties and any principle of construction or rule of law that provides that an Agreement shall be construed against the drafter of the Agreement in the event of any inconsistency or ambiguity in such agreement, shall not apply. Each party's waiver or failure to exercise any right or to require any performance of a duty under the Agreement shall not be deemed a waiver of any further such right or duty. Neither party is an agent of the other party. It has no right to (i) represent or bind the other party, (ii) assume or create any obligation or (iii) make any warranty, guarantee or representation about the other party.