

**ONLINEFAMILY.NORTON
SOFTWARE AND SERVICES AGREEMENT**

THIS SOFTWARE AND SERVICES AGREEMENT (THE "AGREEMENT") IS AN AGREEMENT BETWEEN YOU AND SYMANTEC CORPORATION AND ITS AFFILIATED ENTITIES ("SYMANTEC") REGARDING YOUR USE OF ONLINEFAMILY.NORTON SOFTWARE AND SERVICES (THE "SOFTWARE AND SERVICES"). THE TERMS OF THIS AGREEMENT ALSO APPLY TO ANY UPDATES, SUPPLEMENTS, INTERNET-BASED SERVICES, AND SUPPORT SERVICES FOR THE SOFTWARE PROVIDED BY SYMANTEC, UNLESS OTHER TERMS ACCOMPANY THOSE ITEMS. IF SO, THOSE TERMS APPLY. READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE AND SERVICES. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY CLICKING THE "I AGREE" OR "YES" BUTTON OR USING THE SERVICE OR INSTALLING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" BUTTON AND DO NOT USE THE SERVICE OR INSTALL THE SOFTWARE.

The Software is an Internet control product that consists of client software installed on Your personal computer that intercepts Internet-bound traffic and sends it to the Symantec servers for categorization. The client-server solution is designed to monitor traffic and enable You to limit access to certain content. The client software on Your personal computer connects to a server network infrastructure that is deployed on the internet and operated as a managed service by Symantec and other service providers.

1. Software, Services, Installation, and Use. The Software and Services include personal computer desktop software and access to related Internet services, including but not limited to website categorization, user profiles, and usage reporting.

a. Symantec hereby grants You a nonexclusive, nontransferable license to use a binary version of the Software and access the OnlineFamily.Norton Services solely for Your use, and solely in accordance with the terms and conditions of this Agreement during the Service Period defined below. You may install one copy of the Software on each personal computer You have in Your home, each of which will be referred to as a licensed computer.

b. You must agree to provide Symantec with accurate and truthful registration information, including, but not limited to, Your name, address, telephone number, and email address to keep Your registration information current during the Service Period defined below.

c. Symantec is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the OnlineFamily.Norton Software and Services which Symantec provides may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that Symantec may stop (permanently or temporarily) providing the OnlineFamily.Norton Services (or any features within the OnlineFamily.Norton Services) to you or to users generally at Symantec's sole discretion, without prior notice to you. You may stop using the OnlineFamily.Norton Software and Services at any time. You do not need to specifically inform Symantec when you stop using the OnlineFamily.Norton Software and Services. Symantec may at any time without notice or liability restrict the use of the Software and Services or limit its availability in order to perform maintenance activities.

2. Service Period. The Service Period shall begin on the date that you provide registration information for the OnlineFamily.Norton Software and Services, and shall continue unless terminated earlier by You or Symantec until January 1, 2010. Thereafter, You may continue to access the OnlineFamily.Norton services in accordance with the then-current terms and conditions for the Software and Services and a subscription fee may apply. Upon termination of the Service Period, the Software and Services may automatically deactivate and become non-operational, and You will no longer be entitled to use the Software or access the Services.

3. Internet-Based Services. Symantec includes Internet-based services as an integral part of the Software and Services. You may not use the Software or the Internet-based services in any way that could harm them or impair any other user's use of these services. You may not use these services to gain or attempt to gain, unauthorized access to any service, data, account or network by any means.

4. Scope of License.

a. The Software is licensed, not sold. Symantec shall retain all right, title and interest in the Software and Services, including without limitation all intellectual property rights embodied therein. You do not acquire any rights, express or implied, in the Software and Services, other than those specified in this Agreement. You may not distribute, sublicense, rent or lease the Software or use the Software except as provided under this Agreement. You agree not to cause or permit the reverse engineering, disassembly, decompilation or other attempt (i) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in, or (ii) to derive the source code of the underlying ideas, algorithms, structure or organization from the Software and Services, except to the extent required by law.

b. You may not use the Software or the Internet-based services to upload, transmit, or transfer any data, information, materials, or content to Symantec or any third party other than transmissions or transfers of information necessary for the intended use of the OnlineFamily.Norton Software and Services. You also agree not to use the OnlineFamily.Norton Software and Services for any unlawful or improper purpose. Specifically, You agree that your use of the Software and Services will be in compliance with the local laws which are applicable to You.

5. Privacy; Data Protection.

From time to time, depending on the settings for the OnlineFamily.Norton Service, the Software and Service will collect certain information from You and the end users who use the computer on which the Software is installed (collectively, the "End Users"). Such information may include:

- The End User's internet search history, as well as URLs of websites visited and the elapsed time spent at such websites.
- The user identifications (commonly referred to as user id's) of third parties who may be attempting to communicate with End Users.
- Online communications (such as instant message communications) between an End User and other third parties. Monitoring online communications and the use of any record of such monitoring may be governed by local law and You agree to comply with such local law as may be applicable.

The collected information is necessary for the purpose of delivering the functionality of the Software and Services and will be encrypted and transferred to Symantec so that it may be monitored by you; however, Symantec will not read such information or online communications. .

From time to time, the Software and Services may collect certain information from Your computer, which may include:

- Information regarding installation of the Software. This information indicates to Symantec whether installation of the Software was successfully completed and is collected by Symantec for the purpose of evaluating and improving Symantec's product installation success rate. This information will not be correlated with any personally identifiable information.
- Information on potential security risks as well as URLs of websites visited that the Software deems potentially fraudulent. The URLs could contain personally identifiable information that a potentially fraudulent website is attempting to obtain without Your permission. This information is collected by Symantec for the purpose of evaluating and improving the ability of Symantec's products to detect malicious behavior, potentially fraudulent websites and other

Internet security risks. This information will not be correlated with any personally identifiable information.

- Portable executable files that are identified as potential malware, including information on the actions taken by such files at the time of installation. These files are submitted to Symantec using the Software's automatic submission function. The collected files could contain personally identifiable information that has been obtained by the malware without Your permission. Files of this type are being collected by Symantec only for the purpose of improving the ability of Symantec's products to detect malicious behavior. Symantec will not correlate these files with any personally identifiable information. Such automatic submission function may be deactivated after installation by following the instructions in the associated documentation for applicable products.
- The name given, during initial setup, to the computer on which the Software is being installed. If collected, the name will be used by Symantec as an account name for such computer under which You may elect to receive additional services and/or under which You may use certain features of the Software. You may change the account name at any time after installation of the Software (recommended).
- Other general, statistical information used for product administration and analysis, and for improving product functionality. This information will not be correlated with any personally identifiable information.

All of the collected information as set out above is necessary for the purpose of delivering or optimizing the functionality of Symantec's products and may be transferred to the Symantec group in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the European Union), but Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection.

Symantec may disclose the collected information if asked to do so by a law enforcement official as required or permitted by law or in response to a subpoena or other legal process. In order to promote awareness, detection and prevention of Internet security risks, Symantec may share certain anonymous security information with research organizations and other security software vendors. Symantec may also use statistics derived from the information to track and publish reports on security risk trends. By using the Software, You acknowledge and agree that Symantec may collect, transmit, store, disclose and analyze such information for these purposes.

6. FEEDBACK. Feedback consists of any of Your suggestions, comments or other feedback, whether it is required or provided on a voluntary basis, relating to the Software and Services ("Feedback"). If You provide Symantec with any Feedback, as required or on a voluntary basis, as part of Your use of the Software and Services, You agree that: (a) Symantec may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any Symantec product, specification or other documentation; and (b) You will not give Symantec any Feedback (1) that You have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (2) that is subject to license terms that seek to require any Symantec product incorporating or derived from any Feedback, or other Symantec intellectual property, to be licensed to or otherwise shared with any third party. You also grant third parties, without charge, those patent rights necessary to enable their products to use or interface with any specific parts of a Symantec product that incorporate the Feedback.

7. Technical Support. Symantec is not obligated to provide technical support or maintenance for the OnlineFamily.Norton Software or Services. However, certain technical support features may be offered which may include knowledge base articles available from the Symantec site. If such features are offered and You choose to access such support the following terms shall apply. Any such support shall be provided in Symantec's sole discretion without any guarantee or warranty of any kind. It is solely Your responsibility to complete a backup of all Your existing data, software and programs before utilizing support. Symantec reserves the right to refuse, suspend or terminate any of the support in its sole discretion.

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10. Export Regulation. The Software and Services are subject to export controls administered by the United States and other countries. Diversion contrary to U.S. law is strictly prohibited.

You agree to comply with the requirements of the Export Administration Regulations (the “EAR”) and all applicable international, national, state, regional and local laws, and regulations, including any applicable import and use restrictions. The Software and Services are currently prohibited for export or re-export to Cuba, North Korea, Iran, Iraq, Libya, Syria and Sudan or to any country subject to applicable trade sanctions. You agree not to export, or re-export, directly or indirectly, the Software or Services to any country outlined in the EAR, nor to any person or entity on the Department of Commerce Denied Persons, Entities and Unverified Lists, the U.S. Department of State’s Debarred List, or on the U.S. Department of Treasury’s lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers, or Specially Designated Terrorists, as revised from time to time.

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11. Entire Agreement. This Agreement and the terms for supplements, updates, Software (including any agreement that may be included with the software provided by Symantec for use with the OnlineFamily.Norton Service), Internet-based services and support services that You use, are the entire agreement for the software and support services.

12. GENERAL TERMS. This Agreement will be governed by and construed under the laws of the State of California, without giving effect to such state’s conflict of laws principles. Any legal action or proceeding related to this Agreement shall be instituted in a state or federal court in Santa Clara County, California. Symantec and You agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. You will not export the Software or any direct product thereof, directly or indirectly, in violation of U.S. export control laws and other applicable export and import laws or use the Software and Services for any purpose

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