

NORTON LICENSE AGREEMENT
Norton Safety Minder for OnlineFamily.Norton

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (“LICENSE AGREEMENT”) CAREFULLY BEFORE USING THE SOFTWARE (AS DEFINED BELOW). SYMANTEC CORPORATION, IF YOU ARE LOCATED IN THE AMERICAS; OR SYMANTEC ASIA PACIFIC PTE LTD, IF YOU ARE LOCATED IN THE ASIA PACIFIC RIM OR JAPAN; OR SYMANTEC LIMITED, IF YOU ARE LOCATED IN EUROPE, THE MIDDLE EAST OR AFRICA (“SYMANTEC”) IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY OPENING THIS PACKAGE, BREAKING THE SEAL, CLICKING THE “I AGREE” OR “YES” BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “CANCEL” OR “NO” BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE SOFTWARE.

1. License:

The software (including any accompanying features and services) and documentation (including any product packaging) (the “Documentation”), that accompanies this License Agreement (collectively the “Software”) constitute the client software portion of Symantec’s OnlineFamily.Norton services (the “Norton Services”) and may only be used if You have a valid license to access and use the Norton Services. This Software is the property of Symantec or its licensors, and is protected by copyright law. Although Symantec continues to own the Software, after Your acceptance of this License Agreement You will have certain rights to use the Software during the term of Your applicable Norton Services license (the “Service Period”). The Software may automatically deactivate and become non-operational at the end of the Service Period.

This License Agreement governs any releases, revisions, updates or enhancements to the Software that Symantec may make available to You. Except as may be modified by the Documentation, and subject to Symantec’s right to terminate for Your breach pursuant to Section 8, Your rights and obligations under this License Agreement with respect to the use of this Software are as follows.

During the Service Period, You may:

- A. use one copy of the Software on each personal computer You have in Your home, on which you have a valid license to access and use the Norton Service;
- B. make one copy of the Software for back-up or archival purposes, or copy the Software onto the hard disk of Your computer and retain the original for back-up or archival purposes;
- and
- C. use the Software in accordance with any additional permitted uses which may be set forth below.

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

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

2. Updates:

Symantec is not obligated to provide updates to the Software or the content utilized by the Software (“Updates”). However, in the event Symantec in its sole discretion provides Updates, such Updates shall

be deemed included in the Software and shall be subject to the terms of this License Agreement, unless other terms of use are provided by Symantec in connection with such Updates.

3. Privacy; Data Protection:

A. From time to time, depending on the settings for the Norton Service, the Software may collect certain information from You and the end users who use the computer on which the Software is installed (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.

The collected information is necessary for the purpose of optimizing the functionality of Norton Service and will be transferred to Symantec; however, Symantec will not read such information or online communications.

B. From time to time, the Software may collect certain information from the computer on which it is installed, 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 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 license administration, product analysis, and for improving product functionality. This information will not be correlated with any personally identifiable information.

The collected information as set out above is necessary for the purpose of 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 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.

4. Technical Support.

Symantec is not obligated to provide technical support or maintenance for the Software or Norton 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.

5. Exclusion of Warranty:

THE SOFTWARE IS PROVIDED "AS IS." SYMANTEC AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

6. Disclaimer of Damages:

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

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The disclaimers and limitations set forth above will apply regardless of whether You accept the Software.

7. U.S. Government Restricted Rights:

The Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement.

8. Export Regulation:

You acknowledge that the Software and related technical data and services (collectively "Controlled Technology") may be subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Symantec product is prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. **USE OR FACILITATION OF SYMANTEC PRODUCT IN CONNECTION WITH ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO, THE DESIGN, DEVELOPMENT, FABRICATION, TRAINING, OR TESTING OF CHEMICAL, BIOLOGICAL, OR NUCLEAR MATERIALS, OR MISSILES,**

DRONES, OR SPACE LAUNCH VEHICLES CAPABLE OF DELIVERING WEAPONS OF MASS DESTRUCTION IS PROHIBITED, IN ACCORDANCE WITH U.S. LAW.

By downloading, installing or using the Software, You are agreeing to the foregoing and all applicable export and import control laws. You are also warranting that You are not under the control of, located in, or a resident or national of any prohibited country or on any lists above. The information on export laws provided herein is not necessarily complete. For more information on export laws, please contact the U.S. Department of Commerce, Bureau of Industry and Security (the "BIS"). More information on the BIS can be found at: <http://www.bis.doc.gov/>.

9. General:

This License Agreement will be governed by the laws of the State of California, United States of America. This License Agreement is the entire agreement between You and Symantec relating to the Software and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. Notwithstanding the foregoing, nothing in this License Agreement will diminish any rights You may have under existing consumer protection legislation or other applicable laws in Your jurisdiction that may not be waived by contract. This License Agreement shall terminate upon Your breach of any term contained in this License Agreement and You shall cease use of and destroy all copies of the Software and Documentation. This License Agreement may only be modified by the Documentation or by a written document that has been signed by both You and Symantec. Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to Symantec Customer Service, 555 International Way, Springfield, OR 97477, U.S.A. or visit the Support page at www.symantec.com.

CPS / NSM 1.0 / USE