TECHNICAL SUPPORT TERMS AND CONDITIONS

SYMANTEC CORPORATION AND/OR ITS AFFILIATES ("SYMANTEC") FROM WHO YOU HAVE PURCHASED A MAINTENANCE OFFERING THAT INCLUDES TECHNICAL SUPPORT, AS CONFIRMED ON THE APPLICABLE ENTITLEMENT CONFIRMATION, WILL PROVIDE TECHNICAL SUPPORT ("TECHNICAL SUPPORT") TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY (REFERENCED BELOW AS "YOU" OR "YOUR") TO SUPPORT YOUR USE OF THE LICENSED SOFTWARE AND/OR HARDWARE ("PRODUCT(S)"") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THESE TECHNICAL SUPPORT TERMS AND CONDITIONS (THE "SUPPORT TERMS"). READ THESE SUPPORT TERMS CAREFULLY BEFORE REQUESTING TECHNICAL SUPPORT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY USING TECHNICAL SUPPORT, YOU AGREE TO THESE SUPPORT TERMS. IF YOU DO NOT AGREE TO THE SUPPORT TERMS YOU WILL NOT BE ABLE TO RECEIVE TECHNICAL SUPPORT FROM SYMANTEC.

YOU MAY ALLOW YOUR AFFILIATES, CONSULTANT(S) OR OUTSOURCER(S) TO USE THE TECHNICAL SUPPORT ON YOUR BEHALF SOLELY TO DELIVER DEDICATED SERVICES TO YOU AND YOUR AFFILIATES IN SUPPORT OF YOUR INTERNAL BUSINESS OPERATIONS, SO LONG AS SUCH USE IS CONSISTENT WITH YOUR OWN PERMITTED SCOPE OF USE, AND IS COMPLIANT WITH THESE SUPPORT TERMS. YOU ARE RESPONSIBLE FOR SUCH ACCESS AND USE OF THE TECHNICAL SUPPORT BY YOUR AFFILIATE(S); AND IN THE CASE OF SUCH THIRD PARTY, CONSULTANT(S) OR OUTSOURCER(S) TO THE SAME EXTENT AS IF SUCH WERE YOUR EMPLOYEES.

1. DEFINITIONS. Unless otherwise defined in these Support Terms or the applicable License Agreement, capitalized terms will have the meaning given below and such capitalized terms may be used in the singular or in the plural, as the context requires.

"Affiliate" of a party means an entity controlled by, under common control with, or controlling such party, where control is denoted by having, (directly or indirectly) more than fifty percent (50%) of the voting power (or equivalent) of the applicable entity.

"Alternative Configuration" means where the Products are used in a configuration which does not support such Products; or in an environment that is not approved for use with the Products, or in which Symantec has not verified that the Products will operate; or where the Products have been tested and are known not to work, or work with limited functionality. For these purposes, references to the "environment" mean the hardware platforms, operating systems, software applications, and other third party solutions You are using with the Products.

"Authorized Reseller" means an authorized reseller of Products, including Maintenance.

"Case" means a reported Error or Problem that is logged in Symantec's global case tracking system and assigned a case identification number.

"Certified Engineer" means Your designated personnel who attends and passes an applicable Symantec approved training curriculum for the Products.

"Customer Support Portal" means that portion of Symantec's website URL (also referred to as MySymantec) where You may access Documentation, downloads, active tracking of technical support requests and other information available to You as part of the Support Services.

"Designated Contact(s)" or "Customer Technical Personnel" means support personnel that You designate and register with Symantec who work with Symantec during performance of the Technical Support.

"End User" means the licensee of the Product(s).

"Entitlement Confirmation" means the authorized confirmation of Your order for Product(s) and/or Maintenance that may include Technical Support.

"Error" or "Problem" means a failure of a Product to conform to the Documentation or other authorized Symantec published specifications.

"Hardware" means those specific physical hardware products, including, without limitation, physical appliances, made commercially available by Symantec and not identified as a third party product.
“Hardware Warranty” means the warranty period and terms and conditions accompanying the Hardware.

“Maintenance” or “Maintenance/Support” means Product Updates/Upgrades and Content Updates that are made available and which add to the Product’s intellectual property. Maintenance may include access to Technical Support as defined by the particular Maintenance offering. Access to Maintenance deliverables is governed by Your License Agreement and associated Maintenance/Support Documentation available at https://support.symantec.com/en_US/article.TECH236428.html or successor URL.

“License Agreement” means the standard Symantec end user terms accompanying the Product(s) or a signed agreement between You and Symantec for use of the Product(s).

“Resolution” or “Bug Fix” covers a broad range of efforts to address an Error or Problem. This includes, but is not limited to, any code change to the Product to help restore substantial conformity with the applicable Documentation, including changes made to maintain operating system and database system compatibility; a solution developed for You to address a Problem that is specific to You that is not made generally available; a Work Around (without a code change); or a recommendation that You migrate to a current release, or determination to address the Problem in a future release of the Product; or where Symantec takes other actions to close a Case in accordance with Symantec’s support processes. Also, a Resolution may be a more complete and/or permanent solution to enable the Product to conform substantially to its Documentation, through the delivery of a code change, or a regularly scheduled Maintenance Pack or Product release. Symantec reserves the right to decide how a “Resolution” may be delivered and in what time frame.

“Return Material Authorization” or “RMA” means the process for replacement of Hardware under a valid Hardware Warranty or with current Maintenance specifically covering such Products; as published on Symantec’s website, or as included in the Hardware Warranty terms and conditions.

“Service Level” means the service and support level obligations applicable to the Product in accordance with current Support Services Documentation and policies.

“Service Request” means the specific Case number assigned by Symantec to Your validated request for Technical Support.

“Severity Level” means the classification of a Service Request in accordance with current Support Services Documentation and policies.

“Site Location” means the physical location associated with a single address and includes the floors of a single building or adjoining buildings when linked together by Products into a functionally integrated networking system where the Products are installed.

“Supported Configuration” means a configuration in which the Product operates in a customer’s environment that solely consists of supported operating systems, hardware platforms, software applications, firmware levels, databases, devices, device drivers, and Symantec custom-developed scripts and other configuration elements stated in Your Documentation, or that Symantec has validated, approved, or verified for operation, in writing, in conjunction with the Product. For these purposes, references to the “environment” mean the hardware platforms, operating systems, software applications, and other third party solutions that You are using with the Product.

“Workaround” means a temporary procedure by which You can avoid a reported Error or Problem by changes to a Product Configuration. A Workaround may include specific modifications to address critical Problems (also referred to as hot fixes). In some cases, Symantec is unable to undertake further corrective action, and the temporary solution will be considered final.

2. TERM. These Support Terms are effective during the dates for which You have purchased a Maintenance offering that includes the delivery of Technical Support, per an applicable Entitlement Confirmation.

3. PRODUCT REGISTRATION. Certain Products may require registration in order to activate the Product. If You fail to complete the registration requirements, the Product features may become inoperable and You may be unable to use such features until You have completed registration.

4. RENEWALS. Any renewal of Maintenance offerings that include Technical Support will be in accordance with Your License Agreement and these Support Terms and Maintenance descriptions in effect at the time of renewal. If You do not renew Your Maintenance offering that includes Technical Support prior to the expiration date of the
current Maintenance term, Your access to Maintenance benefits including Technical Support will expire on the end date and Symantec will have no obligation to provide Technical Support to You.

5. **REINSTATEMENT.** Maintenance must be uninterrupt ed and renewed before the end of the current Maintenance term; otherwise, to purchase Maintenance, You will be required to pay the applicable Maintenance fees from the end of the most recently paid Maintenance term to the start date of the new Maintenance term and You may be subject to additional costs in accordance with Symantec’s Maintenance policies, such as administrative and reinstatement costs. Symantec may reinstate Maintenance at its sole discretion, subject to any inspection of the Product or other reasonable conditions.

6. **END OF LIFE FOR TECHNICAL SUPPORT.** Symantec, in its sole discretion, may decide that a Product will no longer be made commercially available as of a certain date ("End of Life") in accordance with the then-current published End of Life policy. Symantec will aim to provide notice to You or Your designated Reseller. Symantec will honor any Maintenance in effect through the end date of the Maintenance term. Failure to provide notice to You of an End of Life for a Product shall not constitute a breach of these Support Terms.

7. **END USER OBLIGATIONS:**

**Designated Contacts/Customer Technical Personnel.** According to your chosen Maintenance offering, You may designate a specific number of Designated Contacts (or personnel who have equivalent technical expertise and training) to serve as Your primary points of contact for all Product and any related technical support issues, and such personnel will cooperate with Symantec to diagnose and resolve the issues giving rise to the Service Request.

**Work Environment.** If the Technical Support includes on-site support, for Your locations where Products are located, You will provide Symantec support personnel with Site Location access, access to appropriate knowledgeable personnel, a healthy and safe working environment, including light, heat, electrical outlets and ventilation, adequate work space, and access to telephones with outside lines, as Symantec may reasonably determine are necessary to perform the Support Services hereunder. You will provide all necessary authorizations for remote access, and maintaining sufficient equipment and technology to facilitate Symantec’s remote diagnostic capability and provision of the Support Services.

**Technical Data.** You shall provide reasonable assistance to Symantec when providing the Technical Support, which may include You providing required data from the Product to implement a Workaround to minimize impact to Your computing environment, or such other information as may be reasonably required by Symantec in order to perform the Technical Support.

**Data and Recovery.** You are solely responsible for management of Your data back-up, data recovery, and disaster recovery measures. Symantec will not be responsible or held liable for Your internal processes and procedures to ensure the protection, loss, confidentiality, or security of Your data or information. You will maintain an unmodified copy of all Product and all related Documentation, archival files and configuration files necessary to reinstall, reconfigure or reconstruct any lost, altered or damaged Product. Symantec and its authorized service representatives will not be liable for any claims and liabilities relating to or arising out this section.

8. **GENERAL SUPPORT.** Symantec will aim to provide assistance with the diagnosis of and resolution of basic Product configuration issues and failures specific to Products in a production environment. All Technical Support will be provided as and in accordance with the processes set forth on the Customer Support Portal, including without limitation, the valid submission of Service Requests, priority rules, information and assistance required, escalation paths, Workarounds, and such other processes and information as Symantec requires to perform the Technical Support.

Symantec shall make available from time to time through the Customer Support Portal, at no charge to You, Documentation and other resources as Symantec determines, as well as succeeding revisions designed to enable You to install, maintain and operate the Product, as made generally available and provided by Symantec.

You will receive access to Symantec’s Knowledge Base on the Customer Support Portal to enable You to perform technical self-service for commonly known Errors and solutions to correct the Error. The Knowledge Management System may include technical bulletins, management tools and such other information as Symantec provides from time to time, in its sole discretion.
To remain eligible for Technical Support, the Product must have current Maintenance that includes Technical Support. The Product must contain a currently supported version of any Licensed Software and/or firmware that is currently supported by Symantec. All Updates to a supported version shall be at Your cost, unless such Updates are included in Your current Maintenance offering. The Product must be installed and remain in an operating environment in accordance with the Documentation and in accordance with Symantec’s published policy regarding version support. Symantec cannot provide Technical Support if You do not notify Symantec of a Problem during the Maintenance term.

SERVICE EXCLUSIONS. Any Technical Support not expressly included in the Maintenance offering defined in the Entitlement Confirmation are deemed excluded. Without limiting the foregoing, the following services are specifically excluded from Technical Support, but may be provided, for an additional fee, under an order for Symantec Professional Services.

a. Installation and configuration of Products and interoperability with third party applications, or other on-site services.
b. Any services, including replacement of parts or repair of damage, which in the reasonable opinion of Symantec are necessitated by the Product, unit or subassembly: (i) subject to accident, neglect or misuse, improper programming, failure of electrical power, air conditioning, humidity control, transportation or other than normal use or causes; (ii) utilizing replacement parts not provided by Symantec; (iii) having been used in a negligent manner; (iv) having been used outside the environmental range specified by Symantec; or (v) not used and maintained in accordance with the Product Documentation.
c. Support for any modifications of the Products by anyone other than Symantec.
d. Products, including refurbished Hardware, not purchased through Symantec or an Authorized Reseller.
e. Products maintained or repaired by anyone other than Symantec personnel or authorized Symantec representatives.
f. Products that have reached the Symantec published End of Life date if after the end of Your Maintenance term.
g. Support for any third party software not provided by Symantec: Symantec may offer to sell third party support for certain third party branded products. If You have purchased such third party products and third party branded support, such support will be provided solely according to the terms and conditions of the applicable support agreement with that third party and such third party branded support services is expressly excluded from Technical Support.
h. Support for any non-Symantec equipment, including, without limitation, electrical or network cabling external to the Products; accessories, attachments or any other devices not furnished by Symantec.
i. Product training, security solutions enablement, security advisory, managed security or implementation services or the like, which are offered separately.

9. SOFTWARE SUPPORT REQUIREMENTS AND RESTRICTIONS. Subject to these Support Terms, Symantec will provide Technical Support for those Software Products under current Maintenance that include Technical Support. Your right to use any Updates and Upgrades is governed by the applicable License Agreement, as well as, any other terms and conditions accepted in the Customer Support Portal under which Product Updates are made available.

Symantec provides Technical Support to address issues where Your Licensed Software does not substantially conform to its Documentation, where such Licensed Software is used in accordance with its Documentation. Therefore, Symantec is not responsible to provide Technical Support for Licensed Software that has been damaged by a deliberate act, misuse, accident, modification, natural disaster, act of nature, “act of God,” power failure or surge, unsuitable physical or operating environment, improper maintenance by You or others, or failure caused by components or technology that Symantec did not supply. In addition, Symantec is not responsible for delay or inability to provide Support Services due to delays You cause or which are caused by network, system or telephone line problems, or by outages or denials of service or any events outside of Symantec’s reasonable control. Symantec is not obligated to provide Technical Support for any Licensed Software operating in an Alternative Configuration. In the event You have not used, installed, serviced or implemented all Licensed Software in accordance with the Documentation, the Technical Support may be limited or unavailable for Your Licensed Software.

In the event that You demonstrate a non-conformance with Licensed Software specifications that can be duplicated by Symantec and that is not addressed by an Update, Symantec will aim to remedy such non-conformance. Such remedy may include a Workaround or other temporary or permanent fix. Symantec does not represent or warrant
that all non-conformities of the Licensed Software will be corrected. Symantec reserves the right to incorporate any remedies provided to You into future software revisions, in its sole discretion.

10. HARDWARE SUPPORT REQUIREMENTS AND RESTRICTIONS

Subject to these Support Terms, Symantec will provide Technical Support for Hardware Products under current Maintenance at the Service Level purchased. All failed Hardware and parts replaced by Symantec will become the property of Symantec. Symantec may, in its sole discretion, provide You with diagnostic documentation, spare parts, tools, test equipment and other material used in performing Technical Support. All such items remain the sole and exclusive property of Symantec and Symantec grants no license, title, or interest in or to such items. You must immediately return such items to Symantec upon request, or at Symantec’s option, will grant immediate access to and facilitate Symantec’s recovery of such items.

SAME PRODUCT COVERAGE. Each Product of the same type located at a Site Location must be covered by the same Service Level. You must have both the chassis and all associated components covered under the same Maintenance offering. You shall notify Symantec (or Your Authorized Reseller) if additional Products or components of the same type are licensed or purchased during Your current Maintenance term, and shall pay pro-rated Maintenance fees for such additional Product(s) or components if You request co-termination of Your Support Services.

SOFTWARE SUBSCRIPTION. If a Hardware Product is running a subscription of a Licensed Software Product, then the Maintenance term for the Hardware Product must be for the same dates as the Maintenance term for the Licensed Software.

SOFTWARE UPDATES. You may only upload Updates to the Licensed Software onto Hardware if You have current Maintenance at the time of installation. You may be required to purchase Hardware upgrades, improvements or changes in order to install or use an Update.

PRODUCT INSPECTION. Upon prior notice, Symantec may conduct an onsite, physical, certification inspection before the start of any Technical Support delivery, under these Support Terms, to determine whether the Product is in good operating condition when: (i) Maintenance has lapsed for six (6) months or more and You request to reinstate Maintenance for the Product, or (ii) You did not purchase Maintenance when You licensed or purchased the Product and more than twelve (12) months have lapsed. If Symantec determines that the Product is in need of repair, after such inspection, due to Your failure to adequately maintain the Product, Symantec will use an Authorized Reseller to provide You with an estimate for repair. An inspection certification charge will be applied and invoiced by the Authorized Reseller at Symantec’s then-current rate for Professional Services, and travel and other expenses will be additional. Any costs associated with the Product inspection are non-refundable.

SITE LOCATION ADDRESS. You must notify Symantec in writing of any physical moves of Products to a new location no less than ten (10) days in advance of the move. You must ensure Symantec has accurate Site Location address information for Products covered by Maintenance. Each change in Product location will require a new Site Validation Approval from Symantec, and may result in modifications to the Service Level available. Failure to provide accurate Site Locations information may result in additional charges to provide Technical Support, and delayed delivery times.

SITE AND SERVICE LEVEL VALIDATION APPROVAL. Certain Technical Support services may not be available at certain Site Locations; and Service Level options may vary between locations or by Product type. To ensure that Symantec can provide the Support Services and Service Levels, a site validation approval may be required if not already pre-approved by Symantec prior to the acceptance of a Maintenance order or a Service Request. All Service Level commitments that include guaranteed expedited delivery times must be approved by Symantec prior to entering into a contract for such Support Services.

HARDWARE RETURNS.

You are responsible for Hardware returns according to Symantec’s RMA policy and process located at https://www.symantec.com/support-center/policies. Failure to conform to Symantec policy will result in the suspension of Technical Support by Symantec. Such suspension will not extend the Maintenance term.

Prior to returning any Products to Symantec, You must completely erase all of Your Confidential Information from any storage media. Notwithstanding anything to the contrary, You shall indemnify and hold Symantec harmless from any claim, loss, cost, expense, demand, or damage, including reasonable attorneys’ fees, arising from Your non-
compliance with this provision. If the inoperable Product is not received at Symantec’s specified return location within ten (10) business days of Your receipt of the replacement Product, You must pay the list price per unit as stated in the then-current Symantec price list. If crossing international borders, proof of shipment is sufficient for proof of return. Your failure to return Products promptly or pay any invoice under these Support Terms will result in the suspension of Support Services by Symantec.

11. FEEDBACK. You may provide suggestions, comments or other feedback ("Feedback") with respect to the Products or the Technical Support delivered. Feedback, even if designated as confidential by You, shall not create any confidentiality obligations on Symantec unless a separate written agreement is signed by the parties. You will not give Feedback that is subject to license terms that seek to require any product, technology, service or documentation incorporating or derived from such Feedback, or any intellectual property of Symantec, to be licensed or otherwise shared with any third party. Furthermore, unless otherwise provided in a separate subsequent agreement between the parties, Symantec shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

12. SYMANTEC LIMITED WARRANTY AND DISCLAIMER FOR TECHNICAL SUPPORT. Symantec warrants, for a period of thirty (30) days from the date of performance of Technical Support, that such Technical Support will be performed in a manner consistent with generally accepted industry standards. For Technical Support not performed as warranted in this provision, and provided You have reported such non-conformance to Symantec within thirty (30) days of performance of such non-conforming Technical Support, Symantec will, at its discretion, either correct any non-conforming Technical Support or refund the relevant fees paid for the non-conforming Technical Support. SYMANTEC’S WARRANTIES CONTAINED HEREIN RUN ONLY TO YOU, AND ARE NOT EXTENDED TO ANY THIRD PARTIES. SYMANTEC NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSONS TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE TECHNICAL SUPPORT PROVIDED UNDER THE AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH ABOVE ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. SYMANTEC MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE PRODUCTS AND TECHNICAL SUPPORT WILL MEET YOUR REQUIREMENTS OR REPRESENTATIONS THAT THE PRODUCTS AND TECHNICAL SUPPORT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

13. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS LICENSE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS 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 WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THESE SUPPORT TERMS, EVEN IF SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC’S LIABILITY EXCEED THE FEES YOU PAID FOR THE TECHNICAL SUPPORT GIVING RISE TO THE CLAIM. NOTHING IN THESE SUPPORT TERMS SHALL OPERATE SO AS TO EXCLUDE OR LIMIT SYMANTEC’S LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE LICENSED SOFTWARE OR PRODUCT UPDATES/UPGRADES.

YOU ACKNOWLEDGE AND AGREE THAT SYMANTEC WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, LIABILITIES, SUITS, PROCEEDINGS, COSTS, OR EXPENSES,
14. **DATA COLLECTION.** You must take all appropriate physical, technical and administrative measures to comply with all applicable privacy laws in connection with Your use of the Technical Support. Symantec collects and uses Collected Data to enable, optimize and provide the Technical Support to You (and may engage third parties to do so), to administer and enforce its license agreements with You, to make recommendations regarding usage of Products and other Symantec solutions, and/or to improve Symantec’s Products and Services, including by reviewing and analyzing aggregate Collected Data for security research and development, as well as, for purposes of threat detection and security reporting and may be disclosed in connection with any proposal or actual sale or other transfer of some or all assets of Symantec in the event of a reorganization, merger, acquisition or sale of Symantec assets, and disclosed and shared if Symantec is required to do so by law or in response to a request from law enforcement authorities or as otherwise permitted by You. By accessing the Technical Support, You agree that Symantec may, and You expressly represent that You have obtained all the necessary consents and rights for Symantec, and hereby grant to Symantec the right to, collect, use, retain, transfer, disclose and/or process the Personal Information included in the Collected Data for the purposes described in these Support Terms and in the applicable Symantec Product privacy notices at: https://www.symantec.com/privacy and You agree that Collected Data may be transferred to and processed by Symantec in the United States or other countries that may have different data protection laws than the region in which You are situated and shall be accessed by Symantec employees, contractors, partners and vendors for the purposes described above. Symantec will take steps to ensure the necessary level of protection is in place for these transfers. You shall have the sole obligation to provide notice to users that these Support Services may be monitored, inspected, decrypted, and/or re-encrypted and that the users should have no expectation of privacy or security when accessing the Internet or other applications. Please note that the use of the Technical Support may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for ensuring that Your use of the Technical Support complies with such laws or regulations.

15. **EXPORT REGULATION.** The export, re-export, or in-country transfer of Technical Support, including documentation may include controlled technology or technical data (collectively “Controlled Technology”) is subject to the export laws and regulations of the U.S. and other jurisdictions including, but not limited to, the U.S. Export Administration Regulations, European Union Council Regulations, and Singapore Strategic Goods Control Act. The export or re-export of Controlled Technology in violation of the foregoing laws and regulations is strictly prohibited. Controlled Technology may also be subject to import, resale, distribution, transfer or use restrictions requiring that each party acts prior to download or use of the Controlled Technology. Controlled Technology is prohibited for export or re-export to Cuba, North Korea, Iran, Syria, Sudan, the Crimea Region of Ukraine, and to any other country or region subject to trade sanctions. You may not export any Controlled Technology related to the use or development of missiles or chemical, biological, and nuclear weapons. Furthermore, You may not export any Controlled Technology to any military entity, or to any other entity for any military purpose, unless subject to a valid license specifically permitting such export. You represent that it is neither located in, nor a resident or national of, any prohibited country or region. You further represents that it is not a sanctioned Person or entity named on a U.S. or other government list (including, but not limited to, lists published by the U.S. Bureau of Industry and Security, U.S. Directorate of Defense Trade Controls, U.S. Office of Foreign Assets Control, European Union, and United Nations). Parties shall not, directly or indirectly, facilitate giving a sanctioned country or entity access to Controlled Technology. Each party agrees that it will comply with all applicable export or import control laws and regulations and obtain appropriate U.S. and foreign governmental authorizations before exporting, re-exporting, importing, reselling, distributing, transferring or using any Controlled Technology.

16. **SURVIVAL.** The following provisions of these Support Terms survive termination: Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers,
Limitation of Liability, U.S. Government Commercial License Rights, Export Regulation, Data Collection, Confidential Information, Survival, and General.

17. **GENERAL.** Symantec reserves the right and You consent to Symantec’s use of subcontractors to provide Technical Support. You may not assign the rights granted under these Support Terms, in whole or in part and whether by operation of contract, law or otherwise, without Symantec’s prior express written consent. For all purposes of these Support Terms each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract. Symantec reserves the right to modify, amend or withdraw any of its Technical Support without notice, provided that such change shall not materially impact the scope of Technical Support under these Support Terms prior to the end of the then-current term. Neither party is liable for failure or delay due to strikes, wars, acts of terrorism, fires, floods, natural disasters, labor shortages, government regulations, or other causes beyond its reasonable control. In any action or proceeding to enforce rights under these Support Terms, the prevailing party will be entitled to recover costs and attorneys’ fees. The section headings in these Support Terms are for convenience of reference only and shall in no way affect interpretation of these Support Terms. If You are located in North America or Latin America, these Support Terms are governed by the laws of the State of California, United States of America. If You are located in China, these Support Terms are governed by the laws of the Peoples Republic of China. If You are otherwise located in Asia Pacific these Support Terms are governed by the laws of Singapore. If You are located in Europe, Middle East or Africa, these Support Terms are governed by the laws of England and Wales. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any applicable amendments, and without regard to principles of conflicts of law. If any provision of these Support Terms is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of these Support Terms shall remain in full force and effect. A waiver of any breach or default under these Support Terms shall not constitute a waiver of any other subsequent breach or default. These Support Terms and any related Entitlement Confirmation are the complete and exclusive agreement between You and Symantec relating to the Technical Support and supersede any previous or concurrent oral or written communications, proposals, and representations with respect to its subject matter. These Support Terms control over additional or different terms of any purchase order, confirmation, invoice or similar document, even if accepted in writing by both parties, and that amendments and waivers shall be effective only if made by non-pre-printed agreements clearly understood by both parties to be an amendment or waiver.

END OF SUPPORT TERMS