

## NORTON MANAGEMENT SOFTWARE AND SERVICES AGREEMENT

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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 Norton Management 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 Norton Management Services (or any features within the Norton Management Services) to You or to users generally at Symantec's sole discretion, without prior notice to You. You may stop using the Norton Management Software and Services at any time. You do not need to specifically inform Symantec when You stop using the Norton Management 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 for the free of charge Norton Management Software and Services shall begin on the date that You provide registration information for the Service and shall continue unless terminated by You or until Symantec no longer makes the Service available.

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b. You may not use the Software or the Web-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 Norton Management Software and Services. You also agree not to use the Norton Management 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. Data collection and protection

From time to time, the Software and Services may collect certain information from Your Device, 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.
- The name given, during initial setup, to the Device on which the Software is being installed. If collected, the name will be used by Symantec as a Device name for such Device 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 Device 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.

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. For more information about the protection of Your personal information, please consult Norton Management Privacy Notice found at <http://www.symantec.com/about/profile/privacypolicy/index.jsp> or, if You have any questions, contact us at [privacy@symantec.com](mailto:privacy@symantec.com). By using the Software, You acknowledge and agree that Symantec may collect, transmit, store, disclose and analyze such information for these purposes.

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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 prohibited by these laws. If any provision of this License is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this License. No amendment to this License will be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver by either Symantec or You of any breach or default under this License shall be deemed to be a waiver of any of any other breach or default under this Agreement.

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