

NORTON LICENSE AGREEMENT Norton Security Scan

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If You elect to seek arbitration, You must first send to Symantec, by certified mail, a written Notice of Your claim ("Notice of Claim"). The Notice of Claim to Symantec should be addressed to: General Counsel, Symantec, Inc., 350 Ellis Street, Mountain View, CA 94043 and should be prominently captioned "NOTICE OF CLAIM". The Notice of Claim should include both the mailing address and email address You would like Symantec to use to contact You. If Symantec elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to Your billing address on file. A Notice of Claim, whether sent by You or by Symantec, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought ("Demand").

If You and Symantec do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, You or Symantec may commence an arbitration proceeding or file a claim in small claims court. You may download or copy a form of notice and a form to initiate arbitration at www.adr.org. If You are required to pay a filing fee, Symantec will promptly reimburse You for Your payment of the filing fee after arbitration is commenced. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this License Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this License Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless Symantec and You agree otherwise, any arbitration hearings will take place in the county (or parish) of either the mailing address You provided in Your Notice or, if no address was provided in Your Notice, Your billing address on file. If Your claim is for U.S. \$10,000 or less, Symantec agrees that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues You an award that is greater than the value of Symantec's last written settlement offer made before an arbitrator was selected (or if Symantec did not make a settlement offer before an arbitrator was selected), then Symantec will pay You, in addition to the award, either U.S. \$500 or 10% of the amount awarded, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

YOU AND SYMANTEC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY

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11. Privacy; Data Protection:

From time to time, the Software and Services may collect certain information, including personally identifiable information, from the Device on which it is installed, which may include:

- For mobile products, the Software may access the International Mobile Equipment Identity (IMEI) in order to generate a hash that ensures anonymity. The hash is used to analyze and aggregate equipment data for statistical purposes. The IMEI is not collected or stored by Symantec. The Software also monitors changes in the International Mobile Subscriber Identity (IMSI), in order to be able to continue provision of the service even when users change the SIM card. The IMSI is not collected or stored by Symantec. The above information is used for the purpose of identifying the telecommunications device eligible to receive Content Updates for the Software. This information will not be correlated with any other personally identifiable information, such as Your account information. After the service has terminated the data is retained in statistical form exclusively for internal research. Symantec may share this data with third party contractors and/or data processors as needed for the purpose of account management.
- Information on potential security risks as well as URLs and the Internet Protocol (IP) addresses of websites visited that the Software and Services 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 delivering the functionalities of the Software and Services, and also for evaluating and improving the ability of Symantec's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks.
- URLs and the Internet Protocol (IP) addresses of websites visited as well as search keywords and search results only if the Norton Safe Web or Norton Safe Search features are enabled. This information is collected by Symantec for the purpose of providing protection and of evaluating and advising You regarding potential threats and risks that may be associated with a particular Web site before You view it.
- Executable files and files that contain executable content 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 and Service's automatic

submission function. Such automatic submission function may be deactivated after installation by following the instructions in the Documentation for applicable products. 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.

- The name given to the Device during the initial setup of such Device. If collected, the name will be used by Symantec as an account name for the Device under which You may elect to receive additional services and/or under which You may use certain features of the Software and Services. You may change such account name at any time after installation of the Software and Services and it is recommended that You do so.
- Status information regarding installation and operation of the Software and Services. This information indicates to Symantec whether installation of the Software and Services was successfully completed as well as whether the Software and Services has encountered an error. The status information could contain personally identifiable information only if such information is included in the name of the file or folder encountered by the Software and Services at the time of installation or error. The status information is collected by Symantec for the purpose of evaluating and improving Symantec's product performance and installation success rate. Symantec may also use this information to optimize its web-pages.
- Information contained in email messages that You send through the Software and Services to Symantec to report as spam or as incorrectly identified as spam. These email messages may contain personally identifiable information and will be sent to Symantec only with Your permission, and will not be sent automatically. If You send such messages to Symantec, Symantec will use them only for the purpose of improving the detection ability of Symantec's antispam technology. Symantec will not correlate or match up these files with any other personally identifiable information.
- Information contained in a report that You may choose to send through the Software and Services to Symantec when the Software and Services encounters a problem. The report includes information regarding the status of both the Software and Services and Your Device at the time that the Software and Services encountered the problem. The status information about Your Device may include the system language, country locale, and the operating system version for Your Device, as well as the processes running, their status and performance information, and data from files or folders that were open at the time the Software and Services encountered the problem. The information could contain personally identifiable information if such information is included in, or is a part of the name of the files or folders open at the time the Software and Services encountered the problem. This information will be sent to Symantec only with Your permission, and will not be sent automatically. The information is collected by Symantec for the purpose of correcting the encountered problem and improving Symantec's product performance. This information will not be correlated or matched up with any personally identifiable information.
- The Internet Protocol (IP) address and/or Media Access Control (MAC) address and the Machine ID of the Device on which the Software and Services is installed to enable the Software and Services to function and for license administration purposes.
- Other general, statistical information used for product analysis, and for improving product functionality.

Unless it is expressly defined as optional, the collected information as set out above is necessary for the purpose of the functionality of Symantec's products.

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