

## Certificate

# Symantec™ Remote Expert Installation Services

This document (the “Certificate”) is a legal agreement between the customer (the “Client”) named on the face of this certificate and Symantec Corporation and/or its subsidiaries (“Symantec”). This Certificate and the rights granted herein are only effective as to customers who have a valid license pursuant to a Symantec license agreement (the “License Agreement”) for the applicable Symantec software (the “Software”) for which this service will be provided. Please read this Certificate.

**DELIVERY OF THIS CERTIFICATE IS PROVIDED TO CONFIRM CLIENT’S RECEIPT OF THE TERMS AND CONDITIONS SET FORTH HEREIN.**

### I. Service Offering:

Symantec will provide to Client Remote Expert Installation Services (“REIS”) for the Software via remote network access and telephone as described in the then-current version of the applicable Symantec Data Sheet available at <http://go.symantec.com/reis> (the “Services”). Symantec will only provide Services for the most recently released version of the Software within ninety (90) days of the issue date on the face of this Certificate (“Issue Date”). Symantec may revise and update Symantec Data Sheets from time to time without notice to Client. REIS are technical implementation services and are described in the applicable Symantec Data Sheet referenced above. The Services will be provided under the terms and conditions listed below. Client acknowledges that delivery of the Services requires Symantec to remotely access Client computers and systems, and that by accepting the Services, Client will be providing Symantec personnel with access to files that reside on Client computers and systems. Client warrants and represents that it is the owner of any network, systems, IP addresses, and/or computers upon which Symantec performs the Services (“Client Systems”), or that Client is authorized to instruct Symantec to perform the Services on such Client Systems. Client shall indemnify and hold harmless Symantec for any claims by any third parties with respect to the Services in accordance with this Certificate and Data Sheet.

### II. Terms and Conditions:

**A. Client Responsibilities:** Client agrees to satisfy the following Client responsibilities, in addition to any Client responsibilities specified in the Symantec Data Sheet, and acknowledges that Symantec’s performance and delivery of the Services are contingent upon satisfaction of the following Client responsibilities:

1. Client is responsible for contacting Symantec, scheduling and completing the Services within ninety (90) days of the Issue Date. SYMANTEC IS NOT OBLIGATED TO PROVIDE THE SERVICE IF CLIENT DOES NOT SCHEDULE DELIVERY AS STATED HEREIN. Symantec reserves the right, in its sole discretion, to charge additional fees in connection with the Services, or decline to provide the Services, if Client does not complete delivery of Services within ninety (90) days of the Issue Date.
2. Client is responsible for backing up data on Client’s systems and the security of its proprietary and confidential information. SYMANTEC WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS.
3. Client is responsible for having an existing or new functional/operational server preconfigured with an operating system, relevant service packs, and hot-fixes that meets the hardware prerequisites upon which the Software can be installed and configured.

**B. Acceptance of Services:** Upon completion of the Services specified on the face of this Certificate, Client will have forty-eight (48) hours in which to notify Symantec if the Services fail to comply with this Certificate and applicable Data Sheet. If Symantec is not notified of any problems within such period, the Services will be deemed accepted by Client.

- C. Confidentiality:** To the extent that confidential and proprietary information of each party (“Confidential Information”) is exchanged and received in connection with the Services, each party agrees not to use the other party’s Confidential Information except in the performance of the Services, and not to disclose, sell, license, distribute, or otherwise make available such information to third parties. Use by third party contractors may be permitted so long as such contractor has a need to know and is required to maintain the confidentiality of such information as required by this Certificate. “Confidential Information” includes (but is not limited to) any pre-existing proprietary or Confidential Information of Symantec or its licensors used to perform the Services, including but not limited to software, appliances, methodologies, code, templates, tools, policies, records, working papers, know-how, data, or other intellectual property, written or otherwise (“Symantec Information”), and does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information previously known by or developed by the receiving party independent of the Confidential Information, or (iii) information that the receiving party rightfully obtains without restrictions on use and disclosure.
- D. Rights in Symantec Information:** Any pre-existing proprietary or Confidential Information of Symantec or its licensors used to perform the Services, including but not limited to Symantec Information, shall remain the exclusive property of Symantec or its licensors.
- E. Service Warranty:** Symantec will provide the Services in a good and workmanlike manner and in accordance with generally accepted industry standards. CLIENT AGREES THAT REMEDIES, OBLIGATIONS, AND WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER REPRESENTATION, REMEDY, OR WARRANTY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- F. DISCLAIMER OF DAMAGES:** 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 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 THE PROVISION OF SUPPORT SERVICE(S), EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS, OR ITS AGENTS HAS BEEN TOLD SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC’S LIABILITY EXCEED THE PURCHASE PRICE FOR THE SERVICES. NOTHING IN THIS CERTIFICATE SHALL EXCLUDE OR LIMIT SYMANTEC’S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.
- G. Subcontractors:** Symantec reserves the right and Client consents to Symantec’s use of subcontractors to assist in the provision of the Services as Symantec deems appropriate, without notice to Client.
- H. Compliance with Law:** This Certificate will be governed in accordance with the substantive laws of California without giving effect to its conflict of laws provisions. Client agrees to comply with applicable export and import and use restrictions, including the U.S. Department of Commerce, Export Administration Regulations.
- I. Termination:** Client may terminate this Certificate prior to receipt of Services and receive a refund for the unused Services at any time upon written notice within thirty (30) days of the Issue Date. NO OTHER REFUNDS SHALL BE PERMITTED. Symantec may terminate at any time after the Issue Date if Client fails to perform or observe any condition of this Certificate or Data Sheet.
- J. Miscellaneous:** This Certificate and the applicable Data Sheet constitute the entire agreement between these parties pertaining to the subject matter hereof, and, except as otherwise agreed upon in writing by the parties, supersede any and all prior written or oral agreement with respect to such subject matter. All notices shall be in writing and shall be deemed to have been duly given upon personal delivery three days after being mailed by registered or certified mail and shall be sent to each party’s corporate headquarter address, Attn: General Counsel. This Certificate is not assignable, except that it shall inure to the benefit of successors in interest to either party. No person other than Client or Symantec shall be entitled to enforce any term of it except as expressly provided herein. Neither party is responsible for its inability to perform due to causes beyond such party’s reasonable control.