

Symantec™ Endpoint Protection and Symantec Network Access Control

Symantec Software License Agreement



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Symantec Software License Agreement

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"SEP" means Symantec Endpoint Protection.

"SEP SBE" means Symantec Endpoint Protection Small Business Edition.

References to "Symantec Endpoint Protection" (or "SEP") include "Symantec Endpoint Protection Small Business Edition" (or "SEP SBE") unless explicitly stated otherwise.

"SNAC" means Symantec Network Access Control.

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Notwithstanding the provisions of Section 17.2, if You are using the SEP agent on the Microsoft Windows version 7 operating system ("Windows 7"), and if the particular Windows 7 operating system on which You are running the SEP agent permits the use of the Microsoft Enterprise Desktop Virtualization ("MED-V") functionality, the following shall apply: Every running instance (physical and/or virtual) of the SEP agent must be licensed, with the exception that You may run one (1) single additional instance of the SEP agent using the MED-V functionality without paying an additional license fee. To run two (2) or more additional instances of the SEP agent using the MED-V functionality, You must pay the corresponding additional license fees for each additional instance.

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17.8. Symantec Protection Suite - Use of Symantec Network Access Control

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If You have licensed Symantec Endpoint Protection Small Business Edition 2013 ("SEP SBE 2013"), as indicated in the applicable License Instrument, You may choose to deploy either the cloud-managed or the on-premise option of SEP SBE 2013 at any time during the applicable license term, but You may not deploy both at the same time. All of Your Users of SEP SBE 2013, regardless of when such licenses were purchased, must use the same deployment option. The on-premise option of SEP SBE 2013 is governed by the License Instrument and this License Agreement, and Your right to use the on-premise option of SEP SBE 2013 will cease at the end of the applicable license term indicated in such License Instrument, or at the end of any authorized renewal term. If You choose to deploy the on-premise option of SEP SBE 2013, You must upgrade to the most current version within ninety (90) days of availability of such upgrade. The cloud-managed option of SEP SBE 2013 is governed by the License Instrument and the service description located at www.symanteccloud.com/documents.aspx, and Your right to use the cloud-managed option of SEP SBE 2013 will cease at the end of the applicable service term indicated in such License Instrument, or at the end of any authorized renewal term.

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Depending on the settings that You enable during Your installation and/or configuration of the Licensed Software, the Licensed Software may collect from Your environment and either store locally or transmit to Symantec the following data, which may include, without limitation:

- (a) information that describes the configuration of the Licensed Software such as: operating system information, server hardware and software configuration specifics, CPU name, memory size, Licensed Software version, and features for installed packages;
- (b) information on potential security risks and URLs of websites visited that the Licensed Software deems potentially fraudulent (such URLs could contain personal information that a potentially fraudulent website is attempting to obtain without Your permission), and portable executable files and files with executable content that are identified as malware, and which may contain personal information, including information on the actions taken by such files at the time of installation;
- (c) status information regarding installation and operation of the Licensed Software, which may contain personal information only if such information is included in the name of the file or folder encountered by the Licensed Software at the time of installation or error, and indicates to Symantec whether installation of the Licensed Software was successfully completed, as well as whether the Licensed Software has encountered an error.

Subsections (a), (b), and (c) collectively shall be referred to herein as the "Transmitted Information".

The Licensed Software utilizes the LiveUpdate functionality. For the LiveUpdate functionality, please refer to the LiveUpdate privacy notice available at <http://www.symantec.com/about/profile/policies/luprivacy.jsp>.

Transmission of certain of the above Transmitted Information may be deactivated during and after installation by following the instructions in the Documentation for the applicable Licensed Software. Submission of the Transmitted information is not required and You will be able to use the Licensed Software even

if You do not submit the Transmitted Information to Symantec.

17.11.B. Stored Information

The Licensed Software collects from Your environment and stores in Your environment data, which may include, without limitation: IP address, domain name, user name, host name, BIOS name and version, encrypted passwords, and email addresses ("Stored Information"). The Stored Information will be transmitted to Symantec, only if You choose to do so, either manually or by configuring the Licensed Software. Submission of the Stored Information is not required and You will be able to use the Licensed Software even if You do not submit the Stored Information to Symantec.

17.11.C. Purposes of data collection

If submitted to Symantec, the Transmitted Information and Stored Information will be used for the purposes of: (i) enabling and optimizing the performance and installation success rate of the Licensed Software, (ii) internal research and development, including improving Symantec's products and services, (iii) detecting malicious behavior, potentially fraudulent websites and other Internet security risks, and/or (iv) statistical analysis of product deployment, including analysis of trends and comparison in the aggregated install base.

17.11.D. Technical Support

If You submit any information to Symantec as part of a technical support request ("Technical Support Information"), whether prompted to by Symantec or not, it will be Your responsibility to ensure that You are authorized to share such information with Symantec in compliance with applicable privacy laws. Such information will be processed and used by Symantec for the purpose of providing the requested technical support, including performing error analysis.

17.11.E. Sharing and Transfer

In order to promote awareness, detection and prevention of Internet security risks, Symantec may share the information collected through the Licensed Software and/or the Technical Support Information (the "Collected Information") with research organizations and other security software vendors. Symantec may also use statistics derived from the information collected through the Licensed Software or submitted by You, to track and publish reports on security risk trends.

The Collected Information may be transferred to Symantec, its affiliates and contractors 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) and will be stored and processed manually and electronically through global systems and tools for the purposes above. The Collected Information may be accessible by Symantec employees or contractors on a need-to-know basis, exclusively to be

used in accordance with the purposes described above. For the same purposes the Collected Information may be shared with partners and vendors that process information on behalf of Symantec. Symantec has taken steps so that the Collected Information, if transferred, receive an adequate level of protection.

17.11.F. Your Obligation to Personal Information

With regard to the personal information of Your users and third parties it is Your responsibility to ensure that disclosure of such personal information to Symantec is consistent and compliant with national laws governing the collection, use and protection of personal information applicable to Your country/region of operation. In particular it is Your responsibility to inform users and third parties that You are providing their information to Symantec, to inform them of how it will be used and to gather appropriate consents required for such transfer and use.

17.11.G. Disclosures to Law Enforcement

Subject to applicable laws, Symantec reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to Your use of the Licensed Software. This means that Symantec may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.

17.11.H. Contacting us about Your Privacy

For any inquiry about the Collected Information or about Symantec's privacy policies, please contact us at privacy@symantec.com.

17.11.I. Your Agreement

By using the Licensed Software, You acknowledge and agree that Symantec may collect, transmit, store, disclose and analyze such Collected Information for the purposes set out above.

17.11.J. Optional Feedback

The Licensed Software may contain a voluntary feedback feature that allows You to provide feedback regarding the Licensed Software. By providing such feedback, You grant to Symantec, under Your intellectual property rights, a worldwide, royalty-free, irrevocable and non-exclusive license, with the right to sublicense to Symantec's licensees and customers, the rights to use and disclose the feedback in any manner Symantec chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Symantec's and its sublicensee's products embodying such feedback in any manner and in any media Symantec or its sublicensees choose, without reference or obligation to You. Your use of the Licensed Software does not require You to provide any feedback and use of this feedback feature is entirely voluntary.

17.12. Benchmarks

You may not disclose the results of any benchmark tests or other tests connected with the Licensed Software to any third party without Symantec's prior written consent.

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SBE_SNAC_12September2013