



## Symantec™ Validation and ID Protection OTP Device Fulfillment Service Description

This service description outlines the one time password (OTP) device fulfillment service specifics of the Symantec™ Validation and ID Protection (VIP) Authentication Service solution. This service is delivered to Customer utilizing a contracted logistics partner of Symantec (the "Fulfillment Service Provider") to enable delivery of OTP devices directly to individual End Users identified by Customer within the United States only.

The VIP OTP Device Fulfillment Service enables delivery, on behalf of Customer, of OTP devices to individual End Users of Customer. First, in connection with the VIP Authentication Service, a Customer purchases OTP devices and packaging in bulk and such OTP devices are ordered from the OTP device manufacturer and/or supplier. Rather than delivering such OTP device directly to Customer, Symantec arranges for such OTP devices to be delivered to the Fulfillment Service Provider and the Fulfillment Service Provider will hold such OTP devices in inventory on behalf of Customer. When Customer has identified the individual End Users who are to receive such OTP devices, Customer provides Symantec with relevant End User information, including End User name and address. Symantec will work with Fulfillment Service Provider to arrange for the delivery of such OTP devices to End Users identified by Customer via a selected shipping method.

### **SYMANTEC™ VALIDATION AND ID PROTECTION (VIP) OTP DEVICE FULFILLMENT SERVICE TERMS AND CONDITIONS**

#### **1. DEFINITIONS**

For purposes of these VIP Authentication Service Terms and Conditions, the following capitalized terms shall have the meanings set forth below:

**"Agreement"** means the Master Services Agreement or such other master agreement entered into between Symantec and Customer under which the Services set forth in this Service Description are provided by Symantec to Customer.

**"Customer"** shall have the meaning set forth in the Agreement.

**"End User"** means the end user of an OTP Device, as identified by Customer to Symantec in accordance with this Service Description.

**"Fulfillment Service Provider"** means the third party with whom Symantec has contracted to provide the OTP Device fulfillment service contemplated in this Service Description.

**"OTP Device"** means any one time password device purchased by Customer in connection with the VIP Authentication Service.

#### **2. CUSTOMER'S OBLIGATIONS**

**(a) Use of End User Information.** Notwithstanding the confidentiality obligations of Symantec to Customer, Customer hereby authorizes Symantec to disclose to Fulfillment Service Provider any End User information, including any personally identifiable information of any End User, for the purpose of the delivery of OTP Devices to such End Users. For purposes of the delivery of any OTP Device to any End User, Customer shall provide Symantec with at least the following End User information: (i) End User name; and (ii) End User shipping address.

**(b) Warranties.** In addition to the express limited warranties set forth in the Agreement, Customer hereby represents and warrants to Symantec as follows: (i) all information material to the delivery of an OTP Device to an End User, including any personally identifiable information, is true and correct in all material respects; and (ii) Customer has obtained all necessary approvals and consents from End Users in connection with the transfer of any End User information, including any personally identifiable information, to Symantec and Symantec's Fulfillment Service Provider.

#### **3. SYMANTEC'S OBLIGATIONS**

**(a) Privacy of End User Information.** Symantec shall use End User information provided by Customer for OTP Device

fulfillment solely for the purpose of delivering OTP Devices to End Users. Symantec shall use commercially reasonable efforts to ensure that Fulfillment Service Provider will use OTP Device fulfillment End User information provided by Customer solely for the purpose of delivering of OTP Devices to End Users. Symantec shall not be liable to Customer or any third party in the event that the Fulfillment Service Provider uses any End User information for any purpose other than delivering OTP Devices to End Users.

**(b) Delivery of OTP Devices.** Upon receipt of End User information from Customer for the delivery of any OTP Device to any End User, Symantec will use commercially reasonable efforts to ensure that the Fulfillment Service Provider timely delivers such OTP Device to such End User; provided, however, Customer acknowledges that Symantec and Fulfillment Service Provider (i) may not be able to promptly deliver such OTP Devices due to any factor outside Symantec's or Fulfillment Service Provider's control, and (ii) will not be liable for any delay in the delivery of an OTP Device to any End User for any reason.

**(c) Delivery.** Provided that the End User information provided to Symantec by customer is correct, Symantec shall make commercially reasonable efforts to ensure that shipment requests for OTP Devices received by Symantec by 9:00 AM Pacific Time each business day are processed and shipped to End Users on the same business day such order is received by Symantec.

**(d) Errors in Mailing.** Provided that the End User information provided to Symantec by Customer is correct, Symantec shall bear the cost of re-shipping any OTP Device that is misdelivered. Notwithstanding any other provision in this Service Description and the Agreement, this shall constitute the sole and exclusive remedy of Customer for any misdelivery or events that may arise out of any misdelivery.

**(e) Disclaimers.** EXCEPT AS SET FORTH IN THIS SERVICES DESCRIPTION AND THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (ALL OF WHICH ARE HEREBY DISCLAIMED).