Symantec™ Endpoint Protection and Symantec Network Access Control

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"User(s)" means an individual person and/or device authorized by You to use and/or benefit from the use of the Licensed Software, or is the person and/or device who actually uses any portion of the Licensed Software.

"SEP" means Symantec Endpoint Protection.


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"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 "Windows XP Mode" 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 Windows XP Mode functionality without paying an additional license fee. To run two (2) or more additional instances of the SEP agent using the Windows XP Mode functionality, You must pay the corresponding additional license fees for each additional instance.
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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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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.