

Symantec Premium Technical Support

Technical Account Manager

Service Description



May 2017

Service Overview

As of May 1st 2017, the Premium Technical Support offerings named Business Critical Services Remote Product Specialist (RPS) and Customer Success Select both feature services (the “Services”) that are delivered primarily by a Technical Account Manager (“TAM”), (formerly marketed as Remote Product Specialist (RPS)). The TAM is an assigned product specialist, who serves as a point of contact to assist Customer with their Symantec security software lifecycle and manage their overall technical support experience for a specific Product Family of the Covered Products, as selected by the Customer to be covered under these Services (the “Eligible Software”). The TAM helps Customer to drive feature adoption and increased use of their Eligible Software based on success factors established in partnership with Customer.

This Service Description, with any attachments included by reference, is part of any agreement which incorporates this Service Description by reference (collectively, the “Agreement”). If terms and conditions accompany this Service Description, such terms and conditions apply to Customer unless Customer has an applicable signed Agreement. This Services Description may be updated from time to time at Symantec’s discretion.

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Technical/Business Functionality and Capabilities

Service Features:

Technical Support Coverage

- **TAM Coverage:** Customer has access to their assigned TAM during Local Regional Business Hours for the Eligible Software. Customer may designate up to six (6) Designated Contacts for the Eligible Software covered by the Services, to interact with Customer's assigned TAM. Outside of Local Regional Business Hours, these situations will be handled via Symantec technical support.
- **Priority Queuing and Access to Enterprise Technical Support Engineers:** Customer will receive priority call queuing where available and direct access to a pool of experienced Symantec technical support engineers on the Eligible Software when their TAM is not available to assist them directly.
- **MySymantec portal:** Customer will have access to the My Symantec account management website at: https://support.symantec.com/en_US/mysymantec.html where current license and product information can be obtained as well as new technical support cases can be created.

Technical Account Manager Services

The TAM will provide all Account Management, Case Management and Lifecycle Planning services while also serving as a conduit for the support coverage services for Eligible Software, as further defined below. The TAM will provide information related to open technical support cases, as well as Symantec security product information, industry trends, threat information, best practices, and other related information during the term of the Services.

Account Management:

- **Named Point of Contact:** Customer will be assigned a named TAM who will serve as Customer's primary account contact for the Services.
- **Case Creation Assistance:** Upon Customer's request, the TAM will log technical support cases on Customer's behalf during Local Regional Business Hours. Outside of Local Regional Business Hours, Customer should call Symantec technical support or raise a case via the MySymantec portal located at: https://support.symantec.com/en_US/mysymantec.html.
- **Monthly Standard Support Case Reporting:** The TAM will provide monthly reports on Customer's technical support case history to help identify technical support issues and trends and to discuss potential areas of improvement with Customer. This monthly report will be provided by the TAM remotely.
- **Quarterly Reporting and Review:** The Monthly Standard Support Case history reporting will be summarized on a quarterly basis to help identify technical support issues, trends and Customer concerns and to discuss potential areas of improvement and make recommendations. The quarterly review also addresses customer business requirements and how Symantec is performing against them, and provides insight on the global security threat landscape. This quarterly report will be provided by the TAM remotely.

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- **Annual Account Review:** Once during each annual term of the Services, the TAM will meet with Customer to review Customer's technical support prior year case history for the Eligible Software and to review Customer's then current security posture and ongoing security strategy in order to make best practice recommendations. This annual report will be provided by the TAM remotely.

Case Management*:

- **Business Hours Response:** The TAM is available during Local Regional Business Hours.
- **Escalation Assistance:** During Local Regional Business Hours, the TAM will assist with any high Severity technical support case escalations on behalf of Customer for the Product Family which Customer has selected from the Eligible Software. For high severity technical support cases impacting Customer's production environment, Customer should call Symantec's technical support and log a Severity 1 technical support case and request to be transferred to the next available technical support engineer in cases where they are unable to directly contact their TAM, for example outside of Local Regional Business Hours.
- **Escalation updates, actions, and management calls:** After Customer has logged a Severity 1 technical support case, the TAM will be notified by the Symantec technical support engineer and will then serve as the point of contact for providing technical support case management assistance to Customer during Local Regional Business Hours. The TAM will monitor the technical support case to provide Customer with updates on the status of the case. The TAM will determine if it is necessary to outline a technical support action plan for issue resolution when the TAM does not directly own the issue.
- **Identify and troubleshoot issues:** The TAM will assist Symantec technical support engineers in isolating the cause of the technical support issue concerning the Eligible Software in Customer's production environment. This may require, but is not limited to, Customer providing additional information about their production environment, answering further questions about the technical support issue, running system / environment diagnostics, applying patches, etc., as necessary for the Symantec technical support engineers to resolve the technical support issue(s).

*Note: Case Management assistance is limited to the applicable Product Family.

Lifecycle Planning

- **Patch and Fix Updates:** The TAM will notify Customer if bug fixes or patches for the Eligible Software become available.
- **Product Optimization Services:** For certain Symantec products, optimization services are available to Customers using the Symantec Diagnostic tool ("SYMDiag"). Customer must request such optimization services through their TAM to be coordinated with technical support engineers. These optimization services are delivered remotely via telephone, email, and if needed, concluded with an online meeting to discuss the findings and deliver any required reports to Customer.

Customer Responsibilities:

- **Service Availability:** Customer must have a current valid license and Maintenance/Support contract for Essential Support, for any Software, within the Territory, for which these Services can be provided. If Customer's Eligible Software license is part of a site license, then Customer is required to maintain Essential Support (or equivalent standard Maintenance/Support entitlement) for all Eligible Software covered under the site license. Symantec is not obligated to provide any credits, refunds

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or extensions of Services when Services are suspended for Customer's failure to maintain valid licenses and Essential Support for the Eligible Software.

- **Covered Product(s):** Customer must periodically review the list of Covered Product(s), which may be revised and updated by Symantec from time to time, without notice to Customer. If Symantec includes additional software products in the Covered Product(s)' Product Family of Customer's Eligible Software for which Customer currently receives the Services, then Services shall automatically include the additional Eligible Software without the payment of additional Services fees. Symantec may add or remove components and/or products from Covered Product suites at any time to reflect changes in Symantec's product and services offerings.

Symantec Enterprise Technical Support Policies:

Except as otherwise provided in this Service Description, Symantec technical support will be provided in accordance with Symantec's Enterprise Technical Support Policy, and other relevant support policies. Such policies may be revised and updated by Symantec from time to time, without notice to Customer, and may be found at URL: https://support.symantec.com/en_US/article.TECH236428.html.

Service-Specific Terms:

No Auto-Renewal. Notwithstanding anything to the contrary in the Agreement, there is no automatic renewal of the Service. Before the Service expires, Customer must contact Symantec or a Symantec reseller to renew the Service.

Dedicated Services. The Services are intended for use for the benefit of a dedicated Customer only. If Customer is providing services to its customers as a consultant or service provider, Customer must purchase a subscription to the Services for each of its customers who is entitled to receive the benefit of the Services.

Service Conditions

- The Services will be provided by Symantec at the delivery location(s) as listed on the Subscription Instrument. Customer acknowledges and agrees that applicable laws and/or regulations of the country in which the Services are provided by Symantec may limit or alter the scope of the Services. Notwithstanding the foregoing, Customer authorizes Symantec to perform any remote analysis of Customer data necessary for the Services.
- Customer acknowledges and agrees that Symantec may be required to connect its computers and equipment directly to Customer's computer network. Customer explicitly consents to Symantec connecting its computers and equipment directly to Customer's computer network and Customer assumes all risk and liability in this regard and Symantec shall have no liability in this regard whatsoever.
- The Services will be provided in English. Symantec will make commercially reasonable efforts to accommodate local language requirements, when possible, during Local Regional Business Hours; however, some products may only be supported in English.

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Definitions

Capitalized terms used in this Service Description and not otherwise defined in the Agreement or this Services Description have the meaning given below:

“Designated Contacts” means individuals in Customer’s organization who have been designated as administrators responsible for deploying and maintaining the Eligible Software in Customer’s production environment, within the Territory.

“Covered Product(s)” means the then current Symantec software, identified by Product Family, at the following URL: https://support.symantec.com/en_US/article.INFO4324.html , or successor URL.

“Eligible Software” means software from the Covered Product(s) list that Customer holds a valid use-license for and maintains a current entitlement for Essential Support, or equivalent technical support entitlement, for such Covered Product(s). If Customer has a site license then Customer is required to maintain Essential Support for all Covered Products covered under such site license. Further, Symantec is not obligated to provide any credits, refunds or extensions of the Services when such Services are suspended for Customer’s failure to maintain Essential Support.

“Local Regional Business Hours” means Symantec’s local standard technical support hours in the Territory, as specified at the following URL: https://support.symantec.com/en_US/article.INFO4324.html.

“Software” means each Symantec or licensor software program, in object code format, licensed to Customer by Symantec and governed by the terms of the accompanying EULA, or this Service Description, as applicable, including without limitation new releases or updates as provided hereunder.

“Subscription Instrument” means one or more of the following applicable documents which further defines Customer’s rights and obligations related to the Services: a Symantec certificate or a similar entitlement notification issued by Symantec, or a written agreement between Customer and Symantec, that accompanies, precedes or follows this Service Description.

“Symantec” shall mean:

(i) **Symantec Corporation**, with a place of business located at 350 Ellis Street, Mountain View, CA 94043, USA, if the Territory is located in the Americas, where “Americas” shall mean all countries in the North, Central or South America or the Caribbean area;

(ii) **Symantec Asia Pacific Pte Limited**, with a place of business located at 6 Temasek Boulevard, #11-01 Suntec Tower 4, Singapore 038986, if the Territory is located in Asia Pacific, where “Asia Pacific” shall mean the Pacific Island region, including Australia and New Zealand or a country in the continent of Asia (except Kazakhstan, Kyrgyzstan, Russia, Turkmenistan, Uzbekistan and the Middle East);
or

(iii) **Symantec Limited**, with a place of business located at Ballycoolin Business Park, Blanchardstown, Dublin 15, Ireland, if the Territory is located in EMEA, where “EMEA” shall mean, any country of the World other than Americas and Asia Pacific.

“Territory” means the country or region, in which Customer may receive the Services based upon the location of the Eligible Software.

END OF SERVICE DESCRIPTION



SERVICES TERMS AND CONDITIONS

SYMANTEC CORPORATION AND/OR ITS SUBSIDIARIES (“SYMANTEC”) IS WILLING TO PROVIDE THE SERVICES TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SERVICES (REFERENCED BELOW AS “YOU”, “YOUR”, OR “CUSTOMER”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT (“AGREEMENT”). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE “DEFINITIONS” SECTION OF THIS AGREEMENT AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

1. **PAYMENT.** In the absence of a mutually executed agreement specifying payment terms, the payment terms of the Symantec quote related to the Services shall apply. If Customer is purchasing the Services through a Symantec-authorized reseller, the fees and payment terms applicable to the Services shall be as separately agreed between Customer and such reseller.

2. **TERM; RENEWAL; TERMINATION.**

a. **Term.** Customer agrees that it is purchasing the Services for the period of time defined in the Subscription Instrument (the “Service Period”). Customer agrees that it is obligated to pay the applicable Services fees for the Service Period. Notwithstanding anything to the contrary in the Agreement, there is no automatic renewal of the Service. Before the Service expires, Customer must contact Symantec or a Symantec reseller to renew the Service under the then-current terms and conditions applicable to the Service at that time. If Customer renews the Services through Symantec, such renewal will be subject to the fees and general availability of the applicable Service offering on Symantec’s then-current price list. If Customer renews the Services through a Symantec reseller, then the amount of fees and payment terms for such renewal will be those fees and terms that are separately agreed to between Customer and such reseller.

b. **Termination.** This Agreement may be terminated at any time by either party: (i) upon written notice if the other party breaches any material term of this Agreement, and such breach remains uncorrected for thirty (30) days following written notice; or (ii) immediately, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business. No refund will be due for any termination of this Agreement.

3. **WARRANTY.** Symantec will provide the Services in a good and workmanlike manner and in accordance with the Service Description. **CUSTOMER AGREES THAT THE REMEDIES, EXPRESS OBLIGATIONS AND WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF AND TO THE EXCLUSION (TO THE FULLEST EXTENT PERMITTED BY LAW) OF ANY OTHER REMEDY, WARRANTY, CONDITION, TERM, UNDERTAKING OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO ANYTHING SUPPLIED OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY, CONDITION, TERM, UNDERTAKING OR REPRESENTATION AS TO THE CONDITION, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF DELIVERABLES AND/OR THE SERVICES OR ANY PART OF THEM.**

4. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL SYMANTEC OR ITS SUPPLIERS BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE TO CUSTOMER OR ANY PERSON OR ENTITY FOR: I) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY KIND; OR II) COSTS OF PROCUREMENT OF SUBSTITUTE OR

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REPLACEMENT GOODS OR SERVICES, LOST BUSINESS PROFITS OR REVENUE OR LOST OR CORRUPTED DATA, LOSS OF PRODUCTION, LOSS OF CONTRACTS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; EVEN IF ADVISED OF THE POSSIBILITY AND WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE AGREEMENT OR USE OF THE SERVICES OR THE PERFORMANCE, DEFECTIVE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE BY SYMANTEC OF ANY OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE SERVICES. NOTHING IN THE AGREEMENT SHALL EXCLUDE OR LIMIT SYMANTEC'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW (INCLUDING, BUT NOT LIMITED TO, SYMANTEC'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE).

5. **PRIVACY AND DATA PROTECTION.** For the purpose of providing the Services to Customer pursuant to this Agreement, Symantec will require Customer to supply certain personal information such as business contact names, business telephone numbers, business e-mail addresses ("Personal Information"). Customer acknowledges that Symantec is a global organization, and such Personal Information may be accessible on a global basis by Symantec affiliates, by Symantec partners and subcontractors, including in countries that may have less protective data protection laws than the country in which Customer is located. By providing such Personal Information, Customer consents to Symantec using, transferring and processing this information on a global basis for the use described above. For any question regarding the use of Personal Information, Customer may contact Symantec Corporation - Privacy Lead, 350 Ellis Street, PO Box 7011, Mountain View, CA 94043, U.S.A. Telephone 650-527-8000 Email: privacyteam@symantec.com.

6. **CONFIDENTIALITY.** (A) 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, or as authorized by, the Agreement, and not to disclose, sell, license, distribute or otherwise make available such information to third parties. Use by third party contractors is 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 Section 6. "Confidential Information" includes (but is not limited to) Symantec Information, but 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; (iii) information that the receiving party rightfully obtains without restrictions on use and disclosure; (iv) malicious code, commands, techniques, objectives, or other information of unauthorized third parties discovered during the course of the Services. (B) The receiving party may disclose the disclosing party's Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit or inquiry; or (iv) where requested by a regulator with jurisdiction over the receiving party. In the event of such a requirement or request, the receiving party shall give the disclosing party prompt written notice of such requirement or request prior to such disclosure and disclose only as much of the Confidential Information as is required. (C) Notwithstanding the foregoing, Symantec may use certain information derived from the Services, once anonymized ("Anonymized Information") for the following purposes: (i) preparing and distributing statistical reports related to security trends and data patterns; (ii) distributing Anonymized Information to Symantec customers, in compiled or original formats, for the purposes of providing computer security information; and / or (iii) analysis, internal research, product or services development, or for providing general security related services. Anonymized Information shall not include Personal Information (as defined above) or any information that could identify Customer.

7. **INTELLECTUAL PROPERTY RIGHTS.** The intellectual property rights in the Services are and will remain Symantec's property or that of its licensors.

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8. INTELLECTUAL PROPERTY INDEMNITY. Symantec will defend, indemnify and hold Customer harmless against any third party claim asserting that the Services infringe any intellectual property right of a third party, and shall pay any damages awarded by a court and actually paid by Customer, or agreed to in settlement by Symantec and attributable to such claim. Symantec's obligations under this Section 8 are subject to Customer promptly notifying Symantec of any such claim in writing as soon as Customer learns of it, giving Symantec sole control of any such action or proceedings and such assistance as it may reasonably require to settle and/or defend such action or proceedings (at Symantec's reasonable expense) and Customer not having compromised or settled such claim. Any award of costs, expenses and/or damages shall belong to Symantec. Notwithstanding the foregoing, Customer may participate at Customer's expense in the defense of any such claim with Customer's own counsel, provided Symantec retains sole control of the suit. Customer has the right to approve any settlement that affirmatively places on Customer an obligation that has a material adverse effect on Customer other than the obligation to cease using the affected Services or to pay sums indemnified hereunder. Such approval shall not be unreasonably withheld. If Services are found to infringe, or if Symantec determines in its sole opinion that any of the Services are likely to become the subject of an infringement claim, Symantec shall, at its option: (i) obtain for You the right to continue to use the Services; (ii) modify the Services so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, in which case You shall stop using any infringing version of the Services; or (if Symantec determines in its sole opinion that (i) and/or (ii) are not commercially reasonable) (iii) terminate Customer's rights and Symantec's obligations under the Agreement with respect to such Services, and refund to Customer's the fee paid for the relevant Services. This indemnity shall not apply to any infringement resulting from: (a) use of the Services which does not comply with the uses permitted under the Agreement; (b) any modification or change to the Services carried out by Symantec according to Customer's specifications; or (c) the combination of the Services with any third party product and/or service or modification undertaken by Customer without the prior written consent of Symantec. **THIS SECTION 8 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.**

9. PERFORMANCE BY THIRD PARTIES. Symantec has the right to subcontract the performance of the Services to third parties, provided that Symantec remains responsible for the contractual obligations according to this Agreement.

10. ASSIGNMENT. Customer may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior written consent, except to the extent expressly permitted under this Agreement. Such consent will not be unreasonably withheld or delayed. Customer shall have no right to sell, resell or use the benefits of the Services to or for any third party.

11. COMPLIANCE WITH LAW. The Agreement shall be governed by and construed by the following laws: the laws of the State of California, for Customers located in the Americas; the laws of Singapore, for Customers located in Asia Pacific; the laws of England and Wales, for Customers located in EMEA. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. Customer acknowledges that the Services, including documentation and other technical data, are subject to export controls imposed by the U.S.A. and to export controls as may be imposed by the government or governmental agency within the territory where the Services are rendered. Customer agrees to comply with applicable laws including export and import and use restrictions, including the U.S. DOC, Export Administration Regulations (see <http://www.bis.doc.gov/>). Accordingly, Customer will not export or re-export (directly or indirectly) the Services or other technical data without complying with such export and import and use restrictions, including the U.S. DOC, Export Administration Regulations.

12. MISCELLANEOUS. (A) While on Customer's premises, Symantec will ensure that its personnel follow all reasonable instructions, as

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such are provided to Symantec prior to the performance of the Services. (B) Symantec is an independent contractor and shall not be deemed an employee or agent of Customer. (C) The Agreement contains the complete and exclusive agreement between the parties relating to the Services and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication, whether oral or written between the parties in relation to such subject matter. It is expressly agreed that any pre-printed terms appearing on the face or reverse side of any invoice, purchase order, acknowledgement or confirmation issued by Customer that are different from or in addition to the terms provided in the Agreement are not binding on the parties, even if signed and returned. (D) All notices will be in writing and addressed to the receiving party's current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party and sent to the party's address as listed in the Agreement, or as updated by either party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (i) if personally delivered by courier, when delivered, or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address. (E) Each party will be excused from performance, other than payment obligations, for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control including but not limited to war, strike, riot, crime, acts of God, or shortages of resources. (F) If any provision or part of the Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the remainder of the Agreement will remain in full force and effect to the fullest extent permitted by law and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect. (G) Any term of the Agreement, which by necessary implication is deemed to survive termination or expiration of the Agreement shall survive termination or expiration of the Agreement, including, without limitation, Sections 3 through to 12.

END OF TERMS AND CONDITIONS