

Symantec AdVantage Services Agreement

THIS SYMANTEC ADVANTAGE SERVICES AGREEMENT (“AGREEMENT”) IS ENTERED INTO BETWEEN SYMANTEC (AS DEFINED BELOW), AND THE ENTITY YOU REPRESENT IN EXECUTING THIS AGREEMENT (“YOU”). THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO YOU WHEN USING THE SERVICE. BY CLICKING “ACCEPT” OR BY USING THE SERVICE, YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS.

AS USED IN THIS AGREEMENT, “SYMANTEC” MEANS AS FOLLOWS: (A) SYMANTEC CORPORATION, IF YOU ARE LOCATED IN THE AMERICAS, THAILAND, OR JAPAN; (B) SYMANTEC LTD., IF YOU ARE LOCATED IN EUROPE, MIDDLE EAST, AFRICA OR ASIA PACIFIC (EXCLUDING THAILAND, JAPAN, OR AUSTRALIA); AND VERISIGN AUSTRALIA PTY. LTD. IF YOU ARE LOCATED IN AUSTRALIA. PLEASE NOTE THAT SYMANTEC RESERVES THE RIGHT TO CHANGE THE SYMANTEC ENTITY PARTICIPATING IN THIS AGREEMENT BY NOTICE TO YOU, AS DESCRIBED IN THIS AGREEMENT.

IF YOU ARE A CUSTOMER OF A RESELLER (AS DEFINED HEREIN), YOU REPRESENT AND WARRANT THAT YOU AUTHORIZE YOUR RESELLER TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN AND, IF NECESSARY, CANCEL THE SERVICES ON YOUR BEHALF. BY AUTHORIZING YOUR RESELLER AS SUCH, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES.

IF YOU ARE A RESELLER AND ARE ACTING AS THE AUTHORIZED REPRESENTATIVE OF A CUSTOMER IN APPLYING FOR THE SERVICES, YOU AGREE TO THE REPRESENTATIONS AND WARRANTIES AS SET FORTH IN SECTIONS 8.2 AND 8.3. IF YOU ARE A RESELLER AND ARE APPLYING FOR SERVICES FOR YOUR OWN USE, THIS AGREEMENT APPLIES TO YOU IN ITS ENTIRETY, EXCEPT FOR SECTION 8.3.

1. DEFINITIONS.

“Intellectual Property Rights” means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

“Portal” means the web-based portal through which you may manage your account (if the Service you are enrolled for provides access as such). The Portal may provide you access to the configuration, user management, permissions and application logic for the Service.

“Reseller” means an internet service provider, a systems integrator, a web host, a technical consultant, an application service provider, or other entity that obtains the Services for resale.

“**Service(s)**” means Symantec AdVantage ad-scanning service, as described in Symantec’s published materials describing the Services.

2. Description of the Service. Symantec AdVantage is an ad-scanning service designed for a publisher or ad serving company to help protect its end users from malvertisements, *i.e.*, malware-infected ads. This solution is completely cloud-based, does not require any client-side deployment or integration, and offers the following:

- Scanning and monitoring of display ad tags, and customer notification, to determine if malvertisements have been served.
- Detailed forensics to identify the malware source and to enable stopping the occurrence of malvertisements.
- Time series reporting that shows the safety and quality of advertising served to customers.

3. License Grant and Limitations. Subject to your compliance with the terms and conditions herein, Symantec grants you a limited, non-exclusive, non-transferable, non-sublicenseable right, during the term of this Agreement, to access and use the Service and its Portal. You may use the Service solely in accordance with the applicable instructions or documentation and any end-user license terms and/or restrictions provided therein. You shall not: (i) modify, reverse engineer, or create derivative works of, or otherwise make any attempt to build a competitive product or service using the Services; (ii) decompile, disassemble or attempt to obtain the source code for any software provided; (iii) use the Services for or on behalf of any organization other than your own, unless you have that organization’s express consent to do so; and (iv) use the Services for competitive benchmarking or comparing the Services with competitor products. Further, any license not expressly granted shall be deemed withheld.

4. Symantec’s Obligations. Symantec shall provide the Services specified in this Agreement throughout its term. Symantec shall be entitled to rely upon the correctness of the information and accuracy of the information and/or settings you provide to deliver the Services. No service level commitments will apply with respect to the Service.

5. Your Obligations. Customer shall provide accurate information regarding the website and ad tags to be scanned, as well as a valid email address for notifications.

6. Term of Service. Unless earlier terminated in accordance with the terms hereof, this Agreement shall continue until the term of the Services purchased hereunder expires. In the event of a material breach of this Agreement (excluding any breaches for which an exclusive remedy is expressly provided), the non-breaching party may terminate this Agreement if such breach is not cured within thirty (30) days after written notice thereof.

7. Obligations Upon Termination or Expiration. Upon expiration or termination of the Service, you shall immediately cease using the Service, and any component thereof. Any termination of this Agreement shall not relieve either party of any obligations that accrued

prior to the date of such termination. Sections 7, 8, 9, 11, and 13 through 24 shall survive the termination of this Agreement for any reason.

8. REPRESENTATIONS AND WARRANTIES

8.1 Symantec's Representations and Warranties. Symantec represents and warrants that it has the corporate power and authority to enter into and to fully perform its obligations under this Agreement.

8.2 Your Representations and Warranties. You warrant that: (i) you are authorized by your organization to enroll for and to use the Services; (ii) you have obtained the necessary consent(s) to authorize Symantec to scan, gather, and collect data pertinent to the Services; (iii) you shall use the Services to scan only the domains, IP addresses, or assets that you own or control; (iv) you will use the Services only for its intended purpose as described and marketed by Symantec.

8.3 Reseller Representations and Warranties. Further to section 8.2, Reseller represents and warrants to Symantec that: (i) Reseller has obtained the authority of its customer to enter into this Agreement on behalf of its customer and/or to bind its customer to this Agreement; (ii) Reseller shall comply with and procure its customer's compliance with this Agreement.

9. Fees and Payment Terms. As consideration for the Services, you shall pay Symantec the applicable service fees either set forth on Symantec's website at the time of your selection, or negotiated with Symantec Sales, or, if applicable, upon receipt of an invoice from Symantec. All fees are due immediately and are non-refundable, except as otherwise stated below. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest at 1.5% per month or the maximum allowed by law, whichever is less, as a late charge. The fees stated are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of Symantec) which are imposed by or under the authority of any government on the service fees charged herein shall be borne by you and shall not be considered a part of, a deduction from or an offset against such service fees. All payments due to Symantec shall be made without any deduction or withholding on account of any tax, duty, charge, penalty, or otherwise except as required by law in which case the sum payable by you in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Symantec receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required. This section does not apply to you if you purchased the Services from a Reseller.

10. Refund Policy. If you are not completely satisfied with the Services for any reason, you must request, within thirty (30) days of enrollment, that Symantec terminate the Services and provide you with a refund. Following the initial 30-day period, you are entitled to a refund only

if Symantec has breached a warranty or other material obligation under this Agreement. This Section does not apply to you if you purchased the Services from a Reseller.

11. Proprietary Rights. You acknowledge that Symantec and its licensors retain all Intellectual Property Rights and title in and to all of their confidential information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the services provided by Symantec hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing, "Symantec Works"). The Symantec Works do not include your pre-existing hardware, software, or networks. Except as otherwise expressly provided herein, nothing in this Agreement shall create any right of ownership or license in and to the other party's Intellectual Property Rights, and each party shall continue to independently own and maintain its Intellectual Property Rights.

12. Modifications to the Service. Symantec may: (i) revise the terms of this Agreement; and/or (ii) change part of the Services provided herein at any time. Any such change will be binding and effective thirty (30) days after publication of the change on Symantec's website, or upon notification to you by e-mail. If you do not agree with the change, you may terminate this Agreement at any time by notifying Symantec and requesting a partial refund of fees paid, prorated from the date of termination to the end of the Service term. By continuing to use the Services after such change, you agree to abide by and be bound thereby.

13. Privacy.

For the purposes of this Section 13, references to "you"/"your" shall include your network administrator(s) or any designated member of your organization, as applicable.

(a) Information we collect. In the course of the Service, Symantec will collect only the information that you provide while enrolling in the Service (e.g., business contact names, business telephone numbers, business e-mail addresses), and will treat and process the information in accordance with the Symantec Privacy Statement, as amended from time to time and accessible from the home page of the website from which you enrolled for Services.

(b) Purposes of data collection. The information we collect will be used exclusively to configure the Service and to provide you access to the Service.

(c) Sharing and Transfer. Symantec does not share or transfer your information to any third parties. Information may be transferred to Symantec Corporation, 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 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, information may be shared with partners and vendors that process information on behalf of Symantec. Symantec has taken steps so that such transmitted information and stored information, if transferred, receive an adequate level of protection.

(d) 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.

(e) 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 Services. This means that Symantec may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.

(f) Contacting us about Your Privacy. For further information on processing of customer data, please see our applicable Privacy Statement. For any inquiry about your information or about Symantec's privacy policies, please contact us at privacy@symantec.com.

(g) Resellers. If you are a Reseller acting on behalf of a customer, you warrant that you have all necessary rights (including consents) to provide your customer information to Symantec.

14. Disclaimers of Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 8.1 ABOVE, SYMANTEC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF CUSTOMER REQUIREMENTS, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS, WARRANTIES OR GUARANTEES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. SYMANTEC DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. SYMANTEC IS NOT LIABLE FOR ANY DAMAGE OR LOSS RESULTING DIRECTLY OR INDIRECTLY FROM ANY FAILURE OF THE SERVICE TO CORRECTLY IDENTIFY MALADVERTISEMENTS OR THE MALWARE SOURCE, OR FOR WRONGFULLY IDENTIFYING AN AD TAG AS MALWARE-INFECTED.

15. Indemnification.

(a) General Indemnification. Each party hereto (the "Indemnitor") agrees to, and shall, indemnify, defend and hold harmless the other party hereto (the "Indemnitee"), and its directors, officers, agents, employees, successors and assigns from any and all third party

claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) based on the gross negligence or willful misconduct of the Indemnitor, its employees, agents, or contractors in the performance of this Agreement.

(b) Symantec's Indemnification Related to Intellectual Property Infringement. To the extent any third party claim, suit, proceeding or judgment is based on a claim that the services infringe any United States patent, copyright or trade secret (an "Infringement Claim"), Symantec (as Indemnitor) shall defend and hold harmless you (as Indemnitee) and your directors, officers, agents, employees, successors and assigns from such Infringement Claim, and indemnify you for damages finally awarded against you to the extent such damages are attributable to direct infringement by the services or agreed to in settlement by Symantec, plus costs (including reasonable attorneys' fees and expenses).

In the event of any Infringement Claim, Symantec shall have the right, at its sole option, to obtain the right to continue use of the affected services or to replace or modify the affected services so that they may be provided by Symantec and used by you without infringement of third party United States patent, copyright or trade secret rights. If neither of the foregoing options is available to Symantec on a commercially reasonable basis, Symantec may terminate the service immediately upon written notice to you, and within thirty (30) days after such termination Symantec shall pay a termination fee equal to the prorated portion of any fees (excluding installation and any other non-recurring fees) paid in advance commensurate with the remaining portion of the service period for which such fees were assessed and paid.

The foregoing indemnity shall not apply to any infringement resulting from: (i) any open source or third party components or products; (ii) any use of the services not in accordance with the Agreement; (iii) any use of the services in combination with other services, software or hardware not supplied by Symantec if the alleged infringement would not have occurred but for such combination; (iv) any modification of the services not performed by Symantec if the alleged infringement would not have occurred but for such modification; or (v) use of an allegedly infringing version of the services if the alleged infringement could be avoided by the use of a more current version of the services made available to you.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE RIGHTS AND REMEDIES SET FORTH IN SECTION 15(B) CONSTITUTE THE ENTIRE OBLIGATION OF SYMANTEC AND YOUR EXCLUSIVE REMEDIES WITH RESPECT TO THE SUBJECT MATTER THEREOF.

(c) Your Indemnification. To the extent any third party claim, suit, proceeding or judgment arises from the breach of any of your warranties, obligations, or any falsehoods or misrepresentations of fact you make under this Agreement, you (as Indemnitor) shall defend, hold harmless, and indemnify Symantec (as Indemnitee) and its directors, officers, agents, employees, successors and assigns from such claim.

(d) Indemnification Process. The Indemnitee shall promptly notify the Indemnitor of any claim for indemnity by providing written notice pursuant to Section 23 hereof. When notifying an

Infringement Claim, any such notice shall (i) identify the United States patent, copyright or trade secret asserted by a third party and the services potentially impacted by the third party claim; and (ii) identify, initially and on an ongoing basis, any other potential Indemnitor to whom you have provided notice of the third party claim and the services supplied to you by such other potential Indemnitor.

After receipt of such notice, the Indemnitor shall have a reasonable time to investigate whether the third party claim might fall within the scope of the indemnification prior to assuming the defense of such claim. With respect to any claim for which such notification is provided or otherwise within the scope of the indemnity, the Indemnitor shall have the right to control and bear full responsibility for the defense of such claim (including any settlements); provided however, that: (i) the Indemnitor shall keep the Indemnitee informed of, and consult with the Indemnitee in connection with the progress of such litigation or settlement; (ii) the Indemnitor shall not have any right, without the Indemnitee's written consent, which consent shall not be unreasonably withheld, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the Indemnitee, or requires any specific performance or non-pecuniary remedy by the Indemnitee; and (iii) the Indemnitee shall have the right to participate in the defense of a claim with counsel of its choice at its own expense.

The Indemnitor's assumption of the defense of any claim asserted to be within the scope of the indemnity shall not prejudice the determination of whether a claim is properly subject to indemnification hereunder nor waive the Indemnitor's right at any time to disclaim obligations under Sections 15(a), 15(b) and 15(c) with respect to any claim or damages to the extent they are not subject to indemnification under Sections 15(a), 15(b) and 15(c).

16. Limitations of Liability.

THIS SECTION 16 APPLIES TO LIABILITY UNDER CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY), AND ANY OTHER LEGAL OR EQUITABLE FORM OF CLAIM. IN THE EVENT OF ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC SHALL NOT BE LIABLE FOR: (I) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS, OR (II) ANY INDIRECT OR CONSEQUENTIAL LOSS. EXCEPT FOR LIABILITY ARISING FROM SECTION 15, EITHER PARTY'S TOTAL LIABILITY SHALL NOT EXCEED TWO TIMES THE AMOUNTS PAID FOR THE SERVICES DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, SYMANTEC'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 16 IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM SYMANTEC'S NEGLIGENCE OR WITH RESPECT TO ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW (INCLUDING MANDATORY LAWS OF ANY APPLICABLE JURISDICTION). TO THE EXTENT JURISDICTIONS DO NOT ALLOW CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

17. Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this Section 17: (i) gives prompt written notice thereof; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

18. Compliance with Law, Export Requirements, and Foreign Reshipment Liability. Each Party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under the Agreement. Without limiting the generality of the foregoing, each party agrees to comply with all export requirements (“Export Control”). Regardless of any disclosure made by you to Symantec of an ultimate destination of Services, software, hardware, or technical data (or portions thereof) supplied by Symantec (“Symantec Technology”) and, notwithstanding anything contained in the Agreement to the contrary, you will not:

(i) modify, export, or re-export, either directly or indirectly, any Symantec Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control;

(ii) provide Symantec Technology to any proscribed party on the United States Treasury Department’s Office of Foreign Asset Control list of “specially designated nationals and blocked persons”, the United States Commerce Department’s “denied parties list”, the United States Commerce Department’s “BIS Entity List” or such other applicable lists; or

(iii) export or re-export Symantec Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control.

Symantec shall have the right to suspend performance of any of its obligations under the Agreement, without prior notice and without any liability to you if you fail to comply with this provision.

19. Severability. If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

20. Governing Law. This Agreement and any disputes relating to the Services provided hereunder shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (a) the laws of the State of California, if you are located in North America or Latin America; or (b) the laws of England, if

you are located in Europe, Middle East or Africa; or (c) the laws of Singapore, if you are located in Asia Pacific including Japan. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

21. Dispute Resolution. To the extent permitted by law, before you file suit or initiate an administrative claim with respect to a dispute involving any aspect of this Agreement, you shall notify Symantec, and any other party to the dispute to seek business resolution. Both you and Symantec shall make good faith efforts to resolve such dispute via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law as specified under this Agreement.

22. Assignment. You 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 express written consent. Such consent shall not be unreasonably withheld or delayed.

23. Notices and Communications. You will make all notices, demands or requests to Symantec with respect to this Agreement in writing to the "Contact" address listed on the website from where you purchased the Services, with a copy to: General Counsel – Legal Department, Symantec Corporation, 350 Ellis Street, Mountain View, California, USA 94043. References to telephone numbers above shall mean 1-650-527-8000.

24. Entire Agreement. This Agreement, and if you are a Reseller, your Reseller agreement with Symantec, constitutes the entire understanding and agreement between Symantec and you with respect to use of the Services contemplated herein, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto. Terms and conditions in any purchase orders that are not included in or that conflict with this Agreement are null and void.

Symantec AdVantage Services Agreement - General Release Version 1.0 (December 2012)