



HARDWARE TERMS OF USE AND LIMITED WARRANTY STATEMENT

SYMANTEC CORPORATION AND ITS AFFILIATES AS DEFINED IN THE ORDER CONFIRMATION ("SYMANTEC") IS WILLING TO SELL THE HARDWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE USING THE HARDWARE WITH SYMANTEC SOFTWARE (REFERRED TO AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS SYMANTEC HARDWARE TERMS OF USE AND LIMITED WARRANTY STATEMENT ("HARDWARE AGREEMENT"). READ THE HARDWARE AGREEMENT CAREFULLY BEFORE USING THE HARDWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY RETAINING AND/OR USING THE HARDWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS HARDWARE AGREEMENT. IF YOU DO NOT AGREE TO THE HARDWARE AGREEMENT CONTACT SYMANTEC AND CEASE ANY AND ALL USE OF THE HARDWARE. THE TERMS IN THIS HARDWARE AGREEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY, AND ARE IN ADDITION TO ANY MANDATORY STATUTORY RIGHTS APPLICABLE.

1. **DEFINITIONS.** Unless otherwise defined in this Hardware Agreement, capitalized terms will have the meaning given below.

"Hardware" means the physical hardware device accompanied by this Hardware Agreement, including any Symantec components or Symantec spare parts authorized by Symantec to be installed with the Hardware unit and the warranty terms are applicable to such item when included in the Hardware.

"Order Confirmation" means a receipt confirming the Symantec product or service including the Hardware that you have acquired as issued by Symantec.

"Software" means a software program, in object code form, included with or made available for installation onto the Hardware.

2. **HARDWARE TERMS OF USE.** The Hardware is to be used only with the Software that is pre-installed or delivered for installation. Subject to Your compliance with this Hardware Agreement, Symantec permits you to use the Hardware solely with the Software pre-installed or delivered for installation, as defined in the Order Confirmation, in support of Your internal business operations. You may exercise Your rights through third-party contractors to deliver services to You, provided such parties are under written obligation to comply with this Hardware Agreement, and You assume full responsibility for their actions in connection with such use.

3. **TECHNICAL SUPPORT.** Technical support for the Hardware must be purchased separately. If acquired, technical support will be performed in accordance with the published terms and conditions and technical support policies published at https://support.symantec.com/en_US/terms/support-fundamentals.html, or successor URL.

4. **FAILURE TO OPERATE.** Symantec will provide a replacement unit for any Hardware that fails to operate in accordance to published configuration and technical specifications within the first three (3) business days after installation. Installation must be completed within the first thirty (30) days after shipment. Failure to operate does not include cosmetic or other defects that do not directly affect the Hardware's performance. Units which fail to operate must be identified as such by either a Symantec technical support engineer or a certified support partner engineer. A new, like-model replacement unit will be shipped using commercially reasonable means to ship the replacement Hardware. Symantec will aim to ship within five (5) business days from receipt of notification of product failure, subject to product availability. Delivery is dependent on destination and may be impacted by delays in customs which are beyond the control of Symantec or its carriers. You are responsible for reading and complying with the return instructions included with the replacement Hardware. Symantec shall not be responsible for any software, firmware, information or data provided by You or a third party that is contained in, stored on or integrated with any hardware component returned to Symantec for repair or replacement, whether under warranty or not.

5. **GEOGRAPHIC USE LOCATION.** For certain Hardware, prior to using the Hardware, You must register a service tag for such Hardware in the location You intend to use the Hardware ("Geographic Use Location"). In the event You wish to change Your Geographic Use Location, You must contact Symantec support to re-register the Hardware tag. Any change to the Geographic Use Location and/or any service request which requires Symantec to obtain additional information and/or validate information to acknowledge and approve warranty service entitlements may result in a delay in providing such warranty service entitlements.

6. **EVALUATION OR HARDWARE LOAN.** If Software is provided to You for evaluation, the license term shall commence upon Symantec's shipment of the accompanying Hardware, and shall last for the duration of the evaluation period set by Symantec or, if none was set, sixty (60) days. If the Software is provided under a subscription and is provided with loaned Hardware, the license term shall commence upon Symantec's shipment of the Hardware and accompanying Software, and shall last for the duration of the subscription term. Symantec retains all ownership rights to loaned Hardware. Customer will safeguard and protect all loaned Hardware from possible damage, will not loan the loaned Hardware to others, and will not allow any lien to be imposed upon the loaned Hardware. If there is any damage to the loaned Hardware beyond normal wear or if the loaned Hardware is lost or stolen, You will be liable for the costs of repair or replacement.

7. **LIMITED WARRANTY.** Symantec warrants that the hardware components of the Hardware shall be substantially free from material defects in material and workmanship under normal authorized use and service and will substantially conform to the written documentation accompanying the Hardware for twelve (12) months from shipment (the "Warranty Period"). Any third party products that are (a) not manufactured by Symantec; (b) not embedded within products manufactured by Symantec; or (c) identified as separate items on Symantec's price list or quotes shall be subject exclusively to the manufacturer's warranty for such products. Upon confirmation of a defect or failure of a Hardware, or component and depending on the then-current Geographic Use Location of the Hardware, Your sole and exclusive remedy for defective Hardware, or component thereof, if notified within the Warranty Period, shall be for Symantec to arrange for, at its sole option and discretion, to: (i) repair or replace the defective Hardware, or component thereof, with either a new or refurbished replacement Hardware, or component, as applicable; (ii) provide onsite repair services for any defective Hardware, or component; or (iii) repair or replace any defective Hardware returned to Symantec through Symantec's Returned Merchandise Authorization Services process for Hardware. The instructions on how to submit a request are detailed at www.symantec.com, select Support Center, or successor URL. Any repaired parts or components or replacement parts or components provided by Symantec pursuant to any warranty service shall be warranted only for ninety (90) days, provided, however, that Your warranty for such part or component may become void due to improper installation or other damage to such parts or components. You must remove all data from Hardware before returning it to Symantec. All defective Hardware, or any component thereof, which has been replaced, shall become the property of Symantec. All defective Hardware, or any component thereof, which has been repaired, shall remain Your property.



THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY, AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY FOR SYMANTEC'S BREACH OF THIS LIMITED WARRANTY.

8. **WARRANTY DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH ABOVE ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE FEES YOU PAID FOR THE HARDWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS HARDWARE AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT SYMANTEC'S LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

10. **EXPORT REGULATION.** You acknowledge that the Hardware and related technical data and services (each or collectively "Controlled Technology") are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not export any Controlled Technology in contravention to U.S. law or other applicable law, nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Symantec products, including the Controlled Technology are prohibited for export or re-export to Cuba, North Korea, Iran, Syria, Sudan, and the Crimea Region of Ukraine and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

11. **PRODUCT MISUSE.** You may not use the Hardware in an electronic communications network that is used wholly or mainly for the provision of publicly available electronic communications services ("Public Network") in a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, "International Human Rights Standards"), of any individual user who directly accesses the Internet or otherwise transmits data through a Public Network, provided the foregoing shall not limit use of the Hardware in a Public Network to restrict, monitor, collect or process data accessed or transmitted by individual users based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards or authorized by local law or regulation.

12. **COMPLIANCE WITH APPLICABLE LAW; GOVERNING LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Hardware. If You are located in North America or Latin America, this Hardware Agreement will be governed by the laws of the State of California, United States of America. If you are located in Europe, Middle East, Africa or China, this Hardware Agreement will be governed by the laws of England and Wales. If you are located in Asia Pacific, outside of China, this Hardware Agreement shall be governed by the laws of Singapore. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any applicable amendments, and without regard to principles of conflicts of law.

13. **INTERNATIONAL COMMERCE TERMS (INCOTERMS).** Delivery of all items shall be Ex Works (EXW) Symantec's shipping point – Incoterms 2010. In addition, for any physical Symantec products, title passes to You when such items are made available to the carrier at Symantec's shipping point.

14. **SEVERABILITY; WAIVER.** If any provision of this Hardware Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this Hardware Agreement shall remain in full force and effect. A waiver of any breach or default under this Hardware Agreement shall not constitute a waiver of any other subsequent breach or default.

EU Batteries Directive



Products are marked with this symbol to show that they were produced after 13th August 2005, and should be disposed of separately from normal domestic / commercial waste so that they can be recycled.

Batteries in this product should be collected separately and not disposed of with domestic / commercial waste. Substances in batteries can have a potential negative impact on health and environment and therefore should be disposed of in the correct manner. Please contact Symantec at regulatory_compliance@symantec.com for details of the collection and recycling schemes available.