

## Support Services Terms and Conditions - Cloud Service

**IMPORTANT—READ CAREFULLY:** These Support Services Terms and Conditions are between you ("Customer") and, if you are located in the Americas, Symantec Corporation, with a principal place of business at 384 Santa Trinita Avenue, Sunnyvale, CA 94085 or, if you are located outside the Americas, Blue Coat Systems International SARL, with a principal place of business Les Galeries du Rex, 3A Route des Arsenaux, 3eme Etage, 1700 Fribourg, Switzerland (each "Symantec"), and describe the Support Services provided to Customer by Symantec pursuant and subject to the Cloud Services Agreement in effect between the parties, unless and to the extent that Customer has procured Cloud Support Services through a BlueTouch Support Provider (BTSP). *If Customer has procured Cloud Support Services through a BlueTouch Support Provider, then support services for the Symantec Cloud Service shall be provided directly to Customer by such BlueTouch Support Provider under and in accordance with the BlueTouch Support Provider's support terms and conditions. In the event of a conflict between these Support Services Terms and Conditions and the terms of the Cloud Services Agreement, the terms herein shall control to the extent of the conflict.*

### SUPPORT SERVICES DEFINITIONS

- A. "BlueTouch Support Provider" means a Symantec partner authorized by Symantec to provide Support Services for the Symantec Cloud Service.
- B. "Customer Support Portal" or "Support Portal" means that portion of Symantec's website URL where Customer may access Service Documentation, software downloads, active tracking of service requests and such other information as Symantec may provide to Customer as part of the Support Services.
- C. "Error" means a failure of the Service to conform to the specifications for such Service published on Symantec's corporate website.
- D. "Service(s)" means the Symantec Cloud Service.
- E. "Service Level" means the service and support level obligations attributable to and as set forth in the specific Service Level Agreement covering such Service.
- F. "Service Request" means the specific case number assigned to the Customer by Symantec at the time Customer makes a verified request under a valid Support Contract or Warranty.
- G. "Software" means the software client provided with the Service.
- H. "Software Update" means a formal or informal software release for a Service which incorporates functionality changes to the Software, but is not treated as a new Service by Symantec. Symantec shall make Software Updates available to Customer via electronic download from the Customer Support Portal for so long as the Service is in effect. The content of all Software Updates shall be determined by Symantec in its sole discretion.
- I. "Support Services" means the technical support provided by Symantec to Customer at the Service Level specified in and under the applicable Service Level Agreement covering the Service.

### 1. SUPPORT SERVICES

1.1 *Coverage Generally.* Symantec will use commercially reasonable efforts to provide assistance with the diagnosis of, and resolution of, basic Service configuration issues and failures specific to Services in production. All Support Services will be provided as is and in accordance with the processes set forth on the Customer Portal, including, without limitation, the proper initiation of Service Requests, priority rules, information and assistance required, escalation paths, and work arounds. Symantec does not offer support for any software provided by application vendors and will not provide software fixes, patches, maintenance releases, updates or new feature releases for any third party applications, and such support is expressly excluded from Support Services.

1.2 *Software Support.* In the event that Customer demonstrates a non-conformance with Software Service specifications that can be duplicated by Symantec and that is not addressed by a Software Update, Symantec will use commercially reasonable efforts to remedy such non-conformance. Such remedy may include a work around or other temporary or permanent fix. Symantec does not represent or warrant that all non-conformities of the Software will be corrected. Symantec reserves the right to incorporate any remedies provided to Customer into future software revisions, in its sole discretion.

### 2. CUSTOMER OBLIGATIONS

*Technical Data.* Customer shall provide reasonable assistance to Symantec when providing technical Support Services, which may include the Customer providing required data from the Service to implement a work around to minimize Customer impact, or such other information as may be required by Symantec in order to perform the Support Services.

### 3. SERVICE EXCLUSIONS

The Support Services covered by a Service Level Agreement will include only those items expressly defined in the Service Level Agreement, and no other services shall be implied. Without limiting the foregoing, the following services are specifically excluded from the

Support Services but may be provided by Symantec at the request of Customer for an additional charge under a Professional Services Agreement:

- (a) Any work at Customer's site, other than as mutually agreed as necessary to perform a specific Service Request;
- (c) Support for any modifications of the Services by anyone other than Symantec;
- (d) Services purchased through a non-authorized source; or maintenance or repair by anyone other than Symantec personnel or authorized Symantec representatives;
- (e) Support for any software provided by application vendors; Symantec does not provide software fixes, patches, maintenance releases, updates or new feature releases for any third party applications;
- (f) Support for any non-Symantec equipment, including, without limitation, electrical or network cabling external to the Services; accessories, attachments or any other devices not furnished by Symantec;
- (g) Failure to notify Symantec of the Service defect during the term of Service; and
- (h) Any Services to the extent Customer ordered such Service through a BlueTouch Support Provider, in which case Customer shall obtain Support Services from that BlueTouch Support Provider.

**4. EXCLUSIVE REMEDIES**

Notwithstanding any other clause in the Agreement, the remedies set out in the Service Level Agreement shall be Customer's sole and exclusive remedy in contract, tort or otherwise for claims arising under this Support Services Terms and Conditions.

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