

This Service Schedule should be read in conjunction with the General Terms and Conditions (a copy of which can be found at <https://www.bluesource.co.uk/about/privacy-governance-terms/>) and the appropriate Work Order.

The Broadcom Symantec services ordered via bluesource shall be provided by Broadcom in accordance with the specific terms and service levels ("Symantec Service Agreements") set forth at: <https://www.broadcom.com/support/symantec> and as subscribed to by Customer under this Service Schedule and applicable Work Order.

1 Service Overview

The BROADCOM SYMANTEC PROCUREMENT SERVICE, permits the Customer to procure Broadcom's Symantec Services through bluesource, utilising a framework agreement to facilitate the purchase of various Service subscriptions. The Symantec products are described in more detail within their respective Symantec Service Terms.

Each order from the Customer to bluesource for Broadcom's Symantec Services (the "**Product**") shall be deemed to be an offer by the Customer to purchase the relevant Subscription subject to the terms of this Service Schedule (the "**Terms**") and the Symantec Service Terms. The Customer understands and agrees that the latest version of the Symantec Service Terms shall apply to any new Subscription or renewal of a Subscription.

For the purpose of this Service Schedule, in addition to the definitions in the General Terms and Conditions, the following apply:

"Customer Information"	the information that the Customer provides bluesource in relation to the Products (including all relevant details which relate to the Customer's requirement for the provision of the Products and as such, part of the Support Data);
"Service"	Broadcom's Symantec products procured by bluesource and subscribed to by Customer under this Service Schedule and applicable Work Order/s;
"SLA"	the service level agreement commitments, if any, Broadcom makes to the Customer in the Symantec Service Terms regarding delivery and/or performance of the applicable Product.
"Symantec Services"	any of Broadcom's Symantec service subscribed to by or on behalf of the Customer under the Symantec Service Terms;
"Subscription"	a quantity of Product for a defined term (e.g., 2 months).
"Support"	the support provided by Broadcom to Customer in relation to the Product.
"Symantec Service Terms"	Broadcom's service agreement, terms, service description or other information related to the individual Symantec services published at https://www.broadcom.com/support/symantec , https://www.broadcom.com/company/legal and as updated from time to time by Broadcom.
"Term"	the term agreed for a Service under Agreement.

2 Broadcom Customer Agreement

- 2.1 By placing an order for Products with bluesource, the Customer represents and warrants that the Customer accepts Broadcom's Symantec Service Terms.
- 2.2 The Customer understands that Broadcom may accept or reject any customer as a customer of Broadcom or may refuse to supply Product to any customer at Broadcom's absolute discretion. If, after the Agreement has come into existence, Broadcom rejects Customer as a customer of Broadcom, or refuses to supply Product to Customer, either Party may terminate the Agreement immediately without liability to the other by giving written notice to the other Party. In the event of termination under this clause 2.2 and without prejudice to any liability for any breach of the Agreement by the Customer that there may be, any fees paid by the Customer for the period after termination shall be refunded to the Customer by bluesource. Such refund constitutes the Customer's sole and exclusive remedy and bluesource's entire liability for any termination under this clause 2.2.

3 Rights Granted

- 3.1 The Customer acknowledges and agrees that its right to access and use the Symantec Services included with the Subscription is granted to the Customer by Broadcom, not by bluesource, and is subject to the terms of the Symantec Service Terms.

- 3.2 Customer's rights to any of the Products do not include any license, right, power or authority to cause any part of the Products to become subject to the terms of an excluded license. An "excluded license" is any license, such as an open source software license, that requires as a condition of use, modification or distribution of software subject to the excluded license, that it or other software combined or distributed with it be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.
- 3.3 The Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Products available to any third-party except as expressly permitted under the Agreement.
- 3.4 The Customer acknowledges and agrees that any warranty about the Products is given by Broadcom, not by bluesource, and is as set out in the Symantec Service Terms.

4 Supply of Products

- 4.1 Customer acknowledges and agrees that:
 - 4.1.1 Broadcom may modify a Product, or release a new version of a Product at any time and for any reason including, to address customer needs or otherwise address competitive demands, to respond to a government regulation, order, or law, or to advance innovation in its Product offerings;
 - 4.1.2 Broadcom may add new features or functionality to, or remove existing features or functionality from, a Product;
 - 4.1.3 Bluesource may perform certain functions associated with the purchase, activation, support and management of the Subscription and Products for Customer depending on the scope of the relevant Work Orders. Those functions may be performed by any processes or tools used by bluesource; and
 - 4.1.4 From time to time bluesource may implement such updates or changes to continue to perform its functions as bluesource in its sole reasonable discretion deems appropriate.
- 4.2 The Customer acknowledges that it is solely responsible for providing the Customer Information and that Bluesource shall rely on the Customer Information in determining and selecting the appropriate Products.
- 4.3 The Customer understands and accepts that Broadcom may make certain service levels commitments to the Customer in the Symantec Service Terms. If the Customer wishes to make a claim on the SLA, the Customer must notify details of its claim to bluesource in writing ("**SLA Claim**"). The Customer understands that the SLA Claim will be subject to Broadcom's Symantec standard SLA review process. Any credit that Broadcom agrees to pay in respect of the SLA Claim shall be credited to the Customer promptly following its receipt by bluesource. The Customer accepts that any credit to which it is eligible shall not exceed the total monthly estimated retail price quoted by Broadcom for the Subscription that is the subject of the SLA Claim. The Customer acknowledges and accepts that outages may be audited on a per Subscription or per service basis at any time.

5 Delivery

- 5.1 bluesource will provide the Products based on the Customer Information. Any Customer Information provided by the Customer must be complete and accurate in all respects.
- 5.2 Any dates specified by the Customer for delivery in relation to the Agreement are an estimate only and in relation to the same, time shall not be of the essence nor shall time be made of the essence against bluesource by notice. If no delivery dates are specified, delivery will be within a reasonable time.

6 Variations

- 6.1 If the Customer wants to (a) amend the Customer Information and/or the Subscription; and/or (b) cancel the Agreement or any part thereof (a "**Change**"); the Customer shall provide bluesource with as much notice as possible of the Change and bluesource will provide reasonable assistance to the Customer in trying to effect the Change provided that the Customer acknowledges that Broadcom may have been instructed in the provision of the Products and that the Change may not be possible without incurring a charge.

Subject to the Customer paying all outstanding payments arising in respect of the Agreement and all costs, expenses and liabilities incurred or paid by bluesource as a result of the Change and a reasonable sum to reflect the profit that bluesource would have earned on the same, bluesource may try to put in place agreements between the Customer or bluesource and Broadcom, under which Broadcom may agree to such Change. Bluesource cannot guarantee that Broadcom will agree to the same and bluesource shall not be obliged to effect the Change.

7 Term and Termination

- 7.1 This Service Schedule shall commence on the Service Start Date and shall continue for the Initial Term stated in the Work Order subject to the provisions of clause 9 (Term and Termination) of the General Terms and Conditions. Thereafter this Service Schedule shall automatically renew for additional periods of one (1) year until terminated in accordance with clause 9 of the General Terms and Conditions.

8 Consequences of Termination

- 8.1 On termination of the Agreement for any reason:
- 8.1.1 all licences, Services and use of Products granted under the Agreement shall immediately terminate;
- 8.1.2 the Customer must pay bluesource any amounts due under the Agreement;
- 8.1.3 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
- 8.1.4 The following Clauses in this Service Schedule shall survive termination:
- Intellectual Property Rights Indemnity, Clause 16;
 - Consequences of Termination, this Clause 8; and
 - Data Processing and Confidentiality, Clause 17.
- 8.2 Where applicable, upon termination of the Agreement and/or cancellation of any Subscription, Customer must migrate any Customer Data to either a new Subscription with bluesource, or some other service within the time permitted under the Symantec Service Terms.

The Customer accepts that it may incur a charge for bluesource's assistance in migrating Customer Data and agrees to pay all costs and expenses incurred by bluesource as a result of any Customer Data remaining in the possession or control of bluesource or Broadcom on or after the cancellation of the Subscription and/or termination of the Agreement.

9 Bluesource's Right to Vary These Terms

- 9.1 Every time the Customer orders a Subscription from Bluesource via a Work Order, the Terms of this Service Schedule in force at the time of the Customer's order, including the Symantec Service Terms, will apply to the Agreement between the Customer and bluesource.
- 9.2 bluesource may amend the Terms from time to time, such as and not limited to reflecting:(i) changes in relevant laws and regulatory requirements; (ii) changes imposed by Broadcom. bluesource will give the Customer not less than 30 days' notice of any changes to these Terms and unless otherwise agreed in writing by bluesource, the change shall apply to all Agreements on the expiry of the notice period referred to in this clause.
- 9.3 If the Customer objects to any amendment to the Terms as they apply to an Agreement in force at the time the amendment is notified to the Customer, the Customer must notify bluesource in writing before the change becomes effective. The Parties shall use reasonable endeavours to agree a variation to the Terms that achieves the intention of the amendment notified to the Customer pursuant to clause 9.2 and is mutually acceptable to both Parties. If the Parties are not able to agree a variation despite reasonable endeavours to do so, and bluesource does not withdraw its intention to amend the Terms as they apply to an Agreement the Customer may terminate all Agreements affected by the amendment to the Terms by giving thirty (30) days written notice (or such lesser period of notice as may be agreed in writing by bluesource. Notice of termination under this clause 9.3 must be served before the expiry of the notice period referred to above and shall take effect on the expiry of the notice. Notwithstanding the foregoing, unless otherwise agreed in writing by bluesource and unless the Customer has served notice to terminate the Agreements in accordance with this clause, the Customer's use of the Products after the change becomes effective means that the Customer accepts the changes.

10 Suspension

- 10.1 The Customer acknowledges and agrees that Broadcom may disable the supply of Products for legal or regulatory reasons and bluesource will use reasonable endeavours to notify the Customer of the disablement of a Subscription as soon as commercially reasonable.
- 10.2 If Broadcom suspends the supply of Products to the Customer, bluesource will also suspend billing to the Customer for the relevant Products until the suspension ceases unless the suspension is due to the Customer's failure to make payment under this Agreement or for any other breach of this Agreement.

- 10.3 Without limiting its other rights or remedies, bluesource shall have the right to suspend the supply of Products and Support and/or all further deliveries of Products and Support under an Agreement if:
- 10.3.1 The Customer fails to pay any amount due under the Agreement in accordance with clause 8 (Payments and Records) of the General Terms and Conditions; or
- 10.3.2 The Customer becomes subject to any of the events listed in Clause 9.4 (Term and Termination) of the General Terms and Conditions.
- 10.4 The Customer acknowledges and accepts that, notwithstanding any suspension of the Products by bluesource pursuant to clause **Error! Reference source not found.**, bluesource may continue to incur expenses and/or charges of Broadcom (including charges for Products and usage of Products) which shall be payable by the Customer.

11 Service Availability

- 11.1 Symantec services will be available as described in their respective Symantec Service Terms.
- 11.2 Support is available from Broadcom as detailed in the Symantec Service Terms and <https://support.broadcom.com/>.
- 11.3 Customer acknowledges that:
- where emergency maintenance, updates, or other procedures are required to maintain the Service or prevent a failure, Customer may not be able to be notified in advance, based on the urgency and severity of the change; and
 - external factors beyond the reasonable control of bluesource and Broadcom could rarely affect the availability of the Services and for this reason, together with the requirement for periodic maintenance, 24x7x365 availability is not guaranteed.

12 Service Level Agreement

- 12.1 Where available, SLAs for the Products are the responsibility of Broadcom and are as detailed in the relevant Symantec Service Terms.
- 12.2 If the Customer wishes to make a claim on an SLA, it shall be handled in accordance with Clause 4.3 above.

13 Support

- 13.1 Bluesource shall be the first point of contact for Customer's changes to services and licence renewals, throughout the terms of this Service Schedule.
- 13.2 Broadcom shall be the first point of contact for the Customer's support and maintenance requirements, in accordance with clause 11.2 above.

14 Payments and Records

- 14.1 bluesource will commence charging for the Service, in accordance with clause 8 (Payments and Records) of the General Terms and Conditions, from the date that the Service is made available to Customer. If bluesource or Broadcom has been unable to make the Service available due to a failure by Customer to provide required information or due to Customer's act or omission, bluesource shall be entitled to commence charging for the Service and Customer shall be obliged to pay for the Service as if the Service had been made available;
- 14.2 Customer shall notify bluesource if at any time their usage of the Symantec Services changes and bluesource will increase the relevant Service/s accordingly with Broadcom. Additionally, Broadcom will monitor Customer's actual usage of their services and if the usage increases, Broadcom will increase the Customer's registered usage accordingly. bluesource will at its sole discretion raise additional invoices, and/or adjust subsequent invoices, to cover charges for the increase in usage on a pro-rata basis for the remaining part of the current invoicing period;
- 14.3 Unless specified otherwise in the Agreement or Symantec Service Terms, changes in registered usage may be made only in multiples of ten (10) users. No reduction in registered usage may occur during a Term;
- 14.4 Unless Customer notifies bluesource of a reduction in registered usage at least ninety (90) days prior to the expiry of the then current Term, the then current registered usage shall apply to any subsequent renewal Term;
- 14.5 bluesource may vary the charges for the Service and Customer will pay such charges provided that written notice prior to the expiry of the Initial Term or renewal Term. Such change will be effective from the commencement of the next renewal Term.

15 Customer's Obligations

In addition to its obligations under clause 4 of the General Terms and Conditions, the Customer shall:

- 15.1 Determine whether the security and data protection offered by the selected Products and Services meet the Customer requirements,
- 15.2 Provide bluesource and Broadcom with any technical data and other information reasonably required from time to time to allow the setup and supply of the Service. All information Customer supplies will be complete, accurate and given in good faith. Such information will be treated as Confidential Information under the terms of this Service Schedule;
- 15.3 Abide by any Broadcom's acceptable use terms detailed in Symantec Service Terms and shall not allow its systems to:
 - i. act as an open relay or open proxy;
 - ii. send or receive volume (bulk) email instigated by Customer (unless Customer has purchased a "Volume (Bulk) Mail Service", in which case Customer may send and receive volume (bulk) mail strictly in accordance with the terms and conditions applicable to that Volume (Bulk) Mail Service); or
 - iii. send spam.

Broadcom reserves the right at any time to test Customer's compliance with this Clause 15;

- 15.4 Recognise that information sent to and from Customer will pass through the Service and accordingly Customer agrees to use the Service for legitimate and lawful business purposes only;
- 15.5 In accordance with clause 14.2, notify bluesource of any change in usage and acknowledge that bluesource and Broadcom may monitor the usage of the Services for compliance; and
- 15.6 For the avoidance of doubt, any breach of Clauses 15.3, 15.4 or 15.5 will constitute a material breach of this Service Schedule and in addition to the termination rights set out in this Service Schedule and Clause 9 of the General Terms and Conditions, may at any time result in all or part of the Service being suspended immediately and until the breach is remedied.

16 Broadcom's Intellectual Property Rights and Indemnity

- 16.1 The Intellectual Property rights in Broadcom's products and services, including any Broadcom hardware or software used in connection with the Service, is and will always remain Broadcom's property or that of Broadcom's licensors in accordance with Symantec Service Terms.
- 16.2 In the event that the Service infringes any third-party rights, Broadcom will indemnify Customer as detailed in the Symantec Service Terms.

17 Data Processing and Confidentiality

- 17.1 Personal Data provided by the Customer shall, unless otherwise agreed in writing by both Parties, be processed in accordance with bluesource's Data Processing Policy, available at <https://www.bluesource.co.uk/about/privacy-governance-terms/>, and the relevant Agreement, including this Service Schedule and Symantec Service Terms.
- 17.2 Customer acknowledges that information processed in the course of performing the Services may contain personally identifiable information of individuals and associated metadata and that the processing of such information may therefore involve the processing of personal data. With respect to any and all data, including, but not limited to, third party data, personally identifiable information and associated metadata obtained by Broadcom or bluesource pursuant to Customer's use of the Services (collectively, the "Data"), Customer shall take all necessary measures to ensure that it, and all its employees, are aware that their personal data may be processed as part of the Services and that they have given their consent to such processing as well as complied with their responsibilities as *data* controller or data subjects, as applicable, in accordance with applicable Data Protection Laws.
- 17.3 Customer understands and agrees that bluesource and Broadcom have no control or influence over the content of the Data processed by Broadcom and bluesource, and that Broadcom and bluesource performs the Services on behalf of Customer.
- 17.4 Notwithstanding the generality of the foregoing obligation, as required by Data Protection Laws, Customer shall use all reasonable efforts to ensure that it informs (for example, via a banner message on Emails) individuals who use any communications system covered by the Services that communications transmitted through such system may be intercepted.
- 17.5 Details of Broadcom's privacy, data processing and data protection information is available within Symantec Service Terms and more specifically <https://www.broadcom.com/company/legal/privacy>.