VERITAS™

SUBSCRIPTION SOFTWARE ADDENDUM

Customer Company Name:	**General Services Administration Ordering Activity**
Title and/or Effective Date of Master Agreement:	Master License Agreement to DLT Solutions, Inc., GSA Schedule 70 GS-35F-267DA
Veritas Agreement Number (VAN) of Primary Agreement:	MLA110633.01
Veritas Agreement Number (VAN) of this Addendum:	SUB110634.01
"Effective Date" of this Addendum:	Effective upon date of last signature

This Addendum is entered into by and between the Customer identified above ("**Customer**"), and Veritas, defined as each of the Veritas entities signing this Addendum (individually, "**Veritas**"), under the Primary Agreement referenced above ("**Agreement**"), the terms of which are incorporated by reference.

The following Subscription Software terms shall supplement the terms of the Agreement:

1. Maintenance/Support. Subscription Software includes related Maintenance/Support as reflected in the Certificate. Maintenance/Support is provided and performed subject to Veritas' then-current terms, policies and processes.

2. Licensed Quantity; Subscription Term. The quantity of Subscription Software licensed to Customer ("**Licensed Quantity**") and the term of a Subscription Software entitlement ("**Subscription Term**") are as set forth in the Certificate.

3. Pricing Benefit. The following pricing benefit is available for Subscription Software licensed for at least a three (3) year term: Provided the relevant Agency Contracting Officer approves based on the type of contract, during an initial Subscription Term, orders may be submitted for additional quantities of the same Subscription Software product at the same pricing as the initial subscription pricing, prorated for the portion of that Subscription Term remaining at the time the additional quantity is added. The Subscription Term for any additional Subscription Software will terminate on the same date as the initial subscription. Customer is required to enable or submit reporting pursuant to Section 5 and otherwise be in compliance with the Agreement in order to receive this pricing benefit. This pricing benefit does not apply to promotional or one-time incentive pricing or to Appliance Software. For purposes of this section, "Appliance Software" means Subscription Software that is (1) separately licensed by Veritas as "appliance software" and/or (2) pre-loaded, pre-installed or included as a media kit accompanying a hardware appliance unit sold as a Veritas Appliance or as part of a Veritas appliance solution (such as Flex Scale software).

4. Grace Capacity; Periodic Reviews. The following terms apply to Subscription Software licensed for at least a three (3) year term:
a) Each Subscription Software license purchase includes a growth allowance of the greater of (i) ten percent (10%) of the Licensed Quantity (rounded up to the next full unit) or (ii) one (1) unit of the

Subscription Software ("**Grace Capacity**"). Customer is required to enable or submit reporting pursuant to Section 5, participate in Periodic Reviews and otherwise be in compliance with the Agreement to receive the Grace Capacity.

b)   Customer will participate in an annual review of its Subscription Software usage during the Subscription Term ("**Periodic Review**"). An interim review may also be triggered by use of Subscription Software in excess of the Grace Capacity or exceptional usage of the Subscription Software.

c)   If Customer's use of the Subscription Software during the relevant measurement period exceeds the Licensed Quantity plus the Grace Capacity, then Customer will pay the fees associated with all usage in excess of the Licensed Quantity, pro-rated for the remainder of the Subscription Term. Pricing and term for excess usage purchases will be as set forth in Section 3. Customer will submit an Order to Veritas or customer's authorized channel partner for such excess usage promptly upon Veritas' request and/or pay any invoice for such excess usage as provided in the Agreement or the applicable terms.

5.   <u>Reporting</u>.

(a)   **Automated Reporting**. Customer shall enable any usage reporting mechanism or tool included in the Subscription Software and automatically upload usage reporting to Veritas for all deployed Subscription Software ("**Automated Reporting**"). If Customer cannot automatically upload usage reporting, then Customer shall manually upload Automated Reporting on each Report Due Date (as defined below).

(b)   **Manual Reporting**. If the Subscription Software does not include a usage reporting mechanism or tool, then Customer shall provide manual reporting as described below during the Subscription Term:

    i.   Manual reports are due: (i) on an annual basis, no later than ninety (90) days prior to the anniversary date of the first day of the Subscription Term or a Periodic Review, if applicable; and (ii) no later than thirty (30) days after a written request for a manual report from Veritas (each, a "**Report Due Date**").

    ii.   Each manual report shall identify the following information on a cumulative basis, with respect to the Subscription Software: the product name (including license type), version number, quantity of each product/amount of capacity deployed, hardware model, and the regional location of the computer on which each such copy is installed.

    iii.   All manual reporting shall be submitted to Usage.Analytics@veritas.com or any successor address.

    iv.   The rights and obligations in Sections 4 and 5 are in addition to Veritas' audit and verification rights included in the Agreement.

6.   **Subscription Software Orders; Termination**.

a)   **Orders.** Subscription Software fees are based on Licensed Quantity and not actual usage. Licensed Quantity of Subscription Software cannot be decreased during the relevant Subscription Term. Multi-year Subscription Terms may be invoiced annually, as agreed by the parties.

b)   **Termination.** In the event of a termination for convenience, all paid annual software subscription fees will not be prorated and no refund shall be provided. In the event of any termination of this Addendum with the Agreement, the survival terms of the Agreement shall apply; provided, however, that notwithstanding anything to the contrary in the Agreement, Customer's payment obligations for all outstanding Subscription Software Orders, including installment payments, and the audit and

verification rights in the Agreement shall also survive to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees due or payable to Veritas for the period prior to the effective date of termination.

7. **Limitation of Liability – Subscription Software**. Section 11, "Limitation of Liability" shall be amended as follows to apply to any claims arising from Subscription Software. In the second sentence, insert "OR THE FEES PAID OR OWED DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE SUBSCRIPTION SOFTWARE GIVING RISE TO THE CLAIM." at the end of the second sentence.

8. **Miscellaneous.**   Capitalized terms used in this Addendum have the meanings given, and plural and possessive terms will be interpreted accordingly. In the event of a conflict between the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail.