



MASTER LICENSE AGREEMENT

Customer Company Name:	General Services Administration									
Address:	Contact Name:	Email:								
	Address:	<i>(All fields are required)</i>								
	Country:									
Symantec Agreement Number: <i>(To be filled in by Symantec)</i>								O	T	H
Effective Date: <i>(To be filled in by Symantec upon signature)</i>										

This Master License Agreement (“Agreement”) is entered into by and between **Symantec Corporation**, a Delaware corporation, and Customer (identified above) as of the Effective Date defined above. This Agreement consists of these terms and conditions (“Master Terms”) and any Addenda executed under these Master Terms. To the extent that the terms and conditions in this Agreement, any attachments thereto, and any Addenda conflict with GSA Schedule Contract No. GS-35F-0240T, the terms and conditions of the GSA Schedule Contract shall take precedence.

Customer and Symantec agree as follows:

1 Definitions. All capitalized terms may be used in the singular or in the plural, as the context requires.

1.1 “Addendum” to this Agreement means any addendum, including its exhibits or attachments, executed between the parties from time to time, which references this Agreement and supplements or modifies these Master Terms.

1.2 “Business Critical Services” means Symantec’s commercially-available Business Critical Services offerings, subject to the additional terms and conditions of the Business Critical Services Addenda in Attachment 4.

1.3 “Certificate” means the machine-generated certificate sent to Customer by Symantec to confirm a purchase of the applicable Licensed Software and/or Maintenance/Support and/or (at Symantec’s discretion) certain Services.

1.4 “Customer” means the end user licensee named below.

1.5 “Documentation” means the user manuals and release notes accompanying the Licensed Software.

1.6 “Effective Date” of this Agreement means the relevant date assigned by Symantec upon acceptance of this Agreement.

1.7 “EULA” means Symantec’s end user license agreement accompanying the Licensed Software. The only portion of the EULA that shall apply to the Licensed Software is the Section 17 (Additional Terms and Conditions) of each EULA. Such EULAs may be reviewed at any time at <http://www.symantec.com/about/profile/policies/eulas>. For the avoidance of doubt, if an Ordering Activity places its order for Licensed Software, then such Ordering Activity is deemed to have reviewed and approved Section 17 of the applicable EULA.

1.8 “Licensed Software” means the Symantec software products in object code form, that are commercially available on Symantec’s applicable in-country price list in effect at the time of Customer’s order, and any software updates provided under Maintenance/Support.

1.9 “Maintenance/Support” means the commercially-available Symantec maintenance/technical support services ordered by Customer for the Licensed Software, provided pursuant to Symantec’s then-current maintenance/support policies and processes.

1.10 “Managed Security Services” means Symantec’s commercially-available managed security services offerings, subject to the additional terms and conditions of the Managed Security Addenda in Attachment 5.

1.11 “MSRP” means Symantec’s then-current in-country suggested list price in effect at the time of Customer’s order.

1.12 “Ordering Activity” means a government entity authorized to purchase under the General Services Administration federal supply schedule with Symantec at the time an order is placed.

1.13 “Professional Services” means Symantec’s commercially-available professional services offerings, subject to the additional terms and conditions of the Professional Services Terms Addendum in Attachment 2.

1.14 “Services” means collectively, Professional Services, Business Critical Services and Managed Security Services.

1.15 “Subscription Software” means Licensed Software licensed on a non-perpetual (term-limited) basis, as set forth in the applicable Addendum or Certificate.

1.16 “Symantec” means the licensor entity named above.

1.17 “Territory” means the geographic area in which Customer is authorized to purchase, install and use the Licensed Software. For purposes of this Agreement, Customer’s Territory is: the United States or any U.S. Government installation sites world-wide.

1.18 “Use Level” means the license unit of measurement or model, including operating system or machine tier limitation, if applicable, by which Symantec measures, prices and sells the right to use a given Licensed Software product, in effect at the time an order is placed, as indicated in the applicable Addendum, Certificate or EULA, in that order of precedence.

2. License Grant.

2.1 Except with respect to the limited assignability of Licensed Software as set forth in Section 2.2 below, and notwithstanding any license rights to the contrary in Section 8, Utilization Limitations of the GSA Schedule Contract, Symantec grants Customer, a non-exclusive, non-transferable license in the Territory to use (and to allow Customer’s Ordering Activities to use) the Licensed Software in accordance with the Documentation, solely in support of Customer’s and Ordering Activities internal business operations, in the quantities and at the Use Levels purchased from Symantec. The term of each Licensed Software license granted under this Agreement shall be perpetual, except for Subscription Software, for which Customer purchases a term-limited license as set forth in an applicable Addendum or Certificate. For archival purposes, Customer may make a single uninstalled copy of the Licensed Software and Documentation. All copies made pursuant to this section shall be complete copies, and shall include all copyright, trademark, and other notices in the original. Customer may not otherwise copy the Licensed Software or Documentation without Symantec’s prior written consent.



Customer or Ordering Activities may allow consultant(s) or outsourcer(s) to use Customer's Licensed Software licenses to deliver dedicated services to Customer or to an Ordering Activity, so long as such use is consistent with Customer's own permitted scope of use, and is compliant with the terms of this Agreement. Customer and Ordering Activity agree that each is responsible for such third party access and use of the Licensed Software, to the same extent as if such consultant(s), outsourcer(s) or were Customer's employees.

If Customer purchases a Licensed Software license designated by Symantec for home use ("Home Use"), where available, then Customer may allow Customer's or an Ordering Activity's employee or dedicated consultant to use one copy of such Licensed Software on his or her personal home computer, provided such equipment is not owned or provided by Customer or an Ordering Activity, and provided such individual also has a computer licensed for such product at Customer's or the Ordering Activity's offices, but only for so long as such individual remains Customer's or the Ordering Activity's employee or dedicated consultant. The number of Home Use copies made and used cannot exceed the number of Home Use licenses purchased.

Symantec retains all title, copyright and other proprietary rights in the Licensed Software and Documentation, and in all copies, improvements, enhancements, modifications and derivative works thereof, including without limitation all patent, copyright, trade secret and trademark rights. Customer's rights to use the Licensed Software and Documentation shall be limited to those expressly granted in this Agreement and the applicable Addendum. All rights not expressly granted to Customer are retained by Symantec.

Non-Software Products. For any non-software products purchased by Customer under this Agreement, the terms and conditions for such products shall be as set forth in the applicable Certificates. For the avoidance of doubt, if an Ordering Activity places its order for non-software products, then such Ordering Activity is deemed to have reviewed and approved the applicable Certificate. The Dell Hardware/Appliance EULA is attached hereto as Attachment 3.

2.2 Customer may, based on its prime contract with a specific U.S. Government agency, assign Licensed Software licenses to such U. S. Government agency during the term of this Agreement. Customer must complete a License Assignment Request form in the form required by Symantec and otherwise comply with Symantec's then-current License Assignment Policy. Such assignment shall be at no additional cost to the U.S. Government, except for subsequent renewal of Maintenance/Support services, which the subject U.S. Government agency may or may not elect to procure. If Customer has obtained Maintenance/Support services in support of the Licensed Software, then Customer shall assign the remainder of any associated Maintenance/Support services to the U.S. Government agency to which Customer assigns the Licensed Software. Any U.S. Government agency to which Customer assigns Licensed Software and Maintenance/Support services under this Section must agree in writing to be bound by the terms and conditions of this Agreement. Certain purchasing Addenda may limit Customer's right to assign licenses purchased under and during the term of such Addenda.

3. License Restrictions. Customer shall not, without Symantec's prior written consent, conduct, cause or permit the: (a) use, copying, modification, rental, lease, sublicense, or transfer of the Licensed Software or Documentation, except as expressly provided in this Agreement; (b) creation of any derivative works based on the Licensed Software or Documentation; (c) reverse engineering, disassembly, or decompiling of the Licensed Software (except that Customer may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (d) use of the Licensed Software or Documentation in connection with a service bureau or like activity

whereby Customer, without purchasing a service bureau license from Symantec, operates or uses the Licensed Software or Documentation for the benefit of a third party; or (e) use of the Licensed Software or Documentation by any party other than Customer. In addition, Customer shall only use the number and type of Licensed Software licenses for which it has purchased an appropriate quantity and Use Level.

4. Orders. Customer may acquire copies of the Licensed Software, Maintenance/Support, Professional Services, Business Critical Services and/or Managed Security Services by submitting a Purchase Order to Symantec or to a Symantec Authorized Reseller.

5. Delivery.

5.1 Delivery – Direct Orders to Symantec. Customer elects to receive all Licensed Software via electronic download where available, and via tangible format where electronic download is not available. Customer acknowledges that Symantec may deliver upgrades and patches to Licensed Software under Maintenance/Support using tangible media as part of mass mailings. The terms of any physical delivery shall be F.O.B. destination.

5.2 Delivery – Orders to Symantec Authorized Reseller, Symantec shall not be responsible for delivery under terms other than those stated in Section 5.1, notwithstanding that Customer and a Symantec Authorized Reseller may negotiate other delivery terms.

6. Maintenance/Support. Customer may purchase Maintenance/Support for the applicable Licensed Software. Maintenance/Support is provided and performed subject to Symantec's then-current policies and processes. Symantec may amend its Enterprise Technical Support Policy from time to time in its sole discretion; provided, however, that for a period of five (5) years from the Effective Date of this Agreement, Symantec agrees that any such changes shall not significantly degrade the material elements of the Maintenance/Support plan offering provided to Customer. Substantive revisions of such Maintenance/Support policies or processes shall apply to Customer only when Maintenance/Support is renewed. Current Maintenance/Support terms and conditions are available at http://www.symantec.com/business/support/support_policies.jsp.

7. Services.

(a) **Professional Services.** Customer may purchase Services, which are provided and performed pursuant to the Professional Services Terms Addendum in Attachment 1 and any applicable statement(s) of work.

(b) **Business Critical Services.** Customer may purchase such Business Critical Services, which are provided and performed pursuant to Attachment 3.

(c) **Managed Security Services.** Customer may purchase such Managed Security Services, which are provided and performed pursuant to Attachment 4.

8. Payment Terms; Taxes

8.1 Payment.

8.1.1 Payment Terms – Direct Orders to Symantec. Customer shall pay all invoices according to the terms of the GSA Schedule Contract.

8.1.2 Payment Terms – Orders to Symantec Authorized Reseller. For orders placed with a Symantec Authorized Reseller, payment shall be in accordance with the terms and conditions negotiated between the Symantec Authorized Reseller and the Customer.

8.2 Taxes.

Taxes will not apply to charges for products or services directly paid for by the Federal Government, if such exemption is allowed by the tax jurisdiction in which the products or services are delivered.



9. Warranties.

9.1 Media. If Symantec provides Customer tangible media for Licensed Software, Symantec warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Symantec will replace any defective media returned to it within the warranty period at no charge to Customer.

9.2 Licensed Software. Symantec warrants that the Licensed Software, as delivered by Symantec and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by Customer to Symantec within the ninety (90) day warranty period, Symantec will do one of the following, selected at Symantec's reasonable discretion: either (a) repair the Licensed Software, (b) replace the Licensed Software with software of substantially the same functionality, (c) terminate the license and refund the relevant license fees paid for such non-compliant Licensed Software, or (d) in the case of software updates provided under Maintenance/Support, refund the relevant Maintenance/Support fees. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication.

9.3 Maintenance/Support and Business Critical Services. Symantec warrants, for a period of thirty (30) days from the date of performance of Maintenance/Support, that such Maintenance/Support will be performed in a manner consistent with generally accepted industry standards. For Maintenance/Support not performed as warranted in this provision, and provided Customer has reported such non-conformance to Symantec within thirty (30) days of performance of such non-conforming Maintenance/Support, Symantec will, in its reasonable discretion either correct any nonconforming Maintenance/Support or refund the relevant fees paid for the nonconforming Maintenance/Support.

9.4 Professional Services and Managed Security Services.

(a) Professional Services. Symantec will provide the Professional Services described in the Statement of Work ("SOW") in a good and workmanlike manner and in accordance with generally accepted industry standards.

(b) Managed Security Services. Unless otherwise specified in the Managed Security Services Certificates attached hereto, the Managed Security Service(s) will be performed in a good and workmanlike manner and in accordance with: (a) generally accepted industry standards; and (b) the service level warranties indicated in the applicable Managed Security Service(s) Certificates.

9.5 Disclaimer of Warranties; Exclusive Remedies. THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING THE LICENSED SOFTWARE AND RELATED MAINTENANCE/SUPPORT. THE REMEDIES SET FORTH ABOVE IN THIS SECTION 9 ARE CUSTOMER'S EXCLUSIVE REMEDY AND SYMANTEC'S SOLE LIABILITY WITH RESPECT TO THE APPLICABLE EXPRESS WARRANTIES SET FORTH ABOVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW SYMANTEC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND STATUTORY OR OTHER WARRANTIES OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THIS AGREEMENT AND ITEMS OR ACTIVITIES CONTEMPLATED HEREUNDER. SYMANTEC DOES NOT WARRANT THAT THE LICENSED SOFTWARE SHALL MEET CUSTOMER'S REQUIREMENTS OR THAT USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE.

10. Intellectual Property Claims.

10.1 Symantec shall defend, indemnify and hold Customer harmless from any claim asserting that the Licensed Software infringes any intellectual property right of a third party, and shall pay any and all damages finally awarded against the Customer by a court of final appeal, or agreed to in settlement by Symantec and attributable to such claim. Symantec's obligations under this provision are subject to Customer's doing the following: notifying Symantec of the claim in writing, as soon as Customer learns of it; providing Symantec all reasonable assistance and information to enable Symantec to perform its duties under this Section. Notwithstanding the foregoing, Customer, through the Attorney General, acting by and through the attorneys of the US Department of Justice, may participate at Customer's expense in the defense of any such claim. Customer has the right to approve any settlement that affirmatively places on Customer an obligation that has a material adverse effect on Customer other than the obligations to cease using the affected Licensed Software or to pay sums indemnified hereunder. Such approval will not be unreasonably withheld.

10.2 If the Licensed Software is found to infringe, or if Symantec determines in its sole opinion that it is likely to be found to infringe, then Symantec shall either (a) obtain for Customer the right to continue to use the Licensed Software; or (b) modify the Licensed Software so as to make such Licensed Software non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality in which case Customer shall stop using any infringing version of the Licensed Software, or (if Symantec determines in its sole opinion that (a) and/or (b) are not commercially reasonable), (c) terminate Customer's rights and Symantec's obligations under this Agreement with respect to such Licensed Software, and refund to Customer the license fee paid for the relevant Licensed Software, and provide a pro-rated refund of any unused, prepaid Maintenance/Support fees paid by Customer for the applicable Licensed Software.

10.3 Notwithstanding the above, Symantec will have no liability for any infringement claim to the extent that it is based upon: (a) modification of the Software other than by Symantec; (b) combination, use, or operation of the Licensed Software with products not specifically authorized by Symantec to be combined with the Software as indicated in the Documentation; (c) use of the Licensed Software other than in accordance with the Documentation and this Agreement; or (d) Customer's continued use of infringing Licensed Software after Symantec, for no additional charge, supplies or offers to supply modified or replacement non-infringing Licensed Software as contemplated under 10.2(b) above.

THIS SECTION 10 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

11. LIMITATION OF LIABILITY. EXCEPT AS LIMITED BY APPLICABLE LAW, THE FOLLOWING SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE LEGAL BASIS FOR A CLAIM: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY PERSON FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT.



THE FOREGOING SHALL APPLY EVEN IF (SUCH PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING FROM SYMANTEC'S OBLIGATIONS UNDER SECTION 10 (INTELLECTUAL PROPERTY CLAIMS), OR LIABILITY ARISING FROM BREACH OF SECTION 12 (CONFIDENTIALITY) OR FROM CUSTOMER'S BREACH OF ITS PERMITTED SCOPE OF AUTHORIZED USE UNDER THIS AGREEMENT, AND REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, EACH PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR OWED FOR THE LICENSED SOFTWARE, MAINTENANCE/SUPPORT SERVICES OR HARDWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT A PARTY'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. This Section 11, "Limitation of Liability", shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to EXPRESS remedies provided in the Schedule Contract (i.e. clause 552.238-72 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

12. Confidentiality.

12.1 **“Confidential Information”** means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party (“Discloser”), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information (“Recipient”). A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under this Agreement (“Purpose”). For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall hold the Confidential Information in confidence and not disclose the Confidential Information to any third party. A Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to agents and independent contractors with a need to know in order to fulfill the Purpose who have signed a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

12.2 This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (c) is rightfully received by the Recipient without any duty of confidentiality; (d) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (ii) discloses only as much of the Confidential Information as is required. The Recipient's obligations with respect to the Confidential Information hereunder will survive any termination of the Agreement. Upon request from the Discloser or upon termination of the Agreement the Recipient shall return to the Discloser all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same, except information that qualifies as a “Government Record” under the Federal Records Act (44 USC 3301).

12.3 Each party will retain all right, title and interest to such party's Confidential Information. Neither party to this Agreement acquires any patent, copyright or other intellectual property rights or any other rights or licenses under this Agreement except the limited right to use for fulfillment of the Purpose, as set forth in section 12.1 above. Nothing in this provision shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any product or service that is developed without use of the Confidential Information.

13. Verification. Except where prohibited by applicable federal law or security regulations, Customer or Ordering Activity as appropriate, agrees to keep accurate business records relating to its use and deployment of the Licensed Software. Upon thirty (30) days prior written notice, Customer agrees to provide Symantec written reports related to Customer's use of the Licensed Software to verify Customer's compliance with its obligations under this Agreement. Such report shall include, at a minimum, the product name (including any options, agents and extensions), version number, quantity of each product, and the operating system/platform, hardware model, Host ID and street address location of the Designated Computer on each such copy is installed. In the event that Customer fails to provide reports acceptable to Symantec; once annually, Symantec may verify Customer's compliance with this Agreement by reviewing (upon five (5) business days' prior written notice) Customer's use and deployment of the Licensed Software. Either Symantec or an independent public accounting firm reasonably acceptable to both parties shall perform the audit during Customer's regular business hours with minimal disruption to Customer's ongoing business operations and adherence to any security measures the Customer deems appropriate, including any requirements under Federal security regulations that may require personnel clearances prior to accessing sensitive information or facilities. Any nondisclosure agreement Customer may require the independent public accounting firm to execute shall not prevent disclosure of the audit results to Symantec. All audits shall be subject to Customer's reasonable safety and security policies and procedures. In the event unauthorized deployments of Symantec products are disclosed by the audit, Symantec will submit a claim to the contracting officer of the Customer or relevant Ordering Activity.

14. Term and Termination.

14.1 **Term.** Unless terminated as set forth in the GSA Schedule Contract, these Master Terms shall continue indefinitely, and each Addendum shall continue for the term set forth in such Addendum.

14.2 Termination.

The provisions of this Agreement regarding confidentiality, restrictions on use of intellectual property, limitations on liability and disclaimers of warranties and damages, audit, and Customer's payment obligations accrued prior to termination, shall survive any termination. The license grants for Licensed Software and terms regarding Maintenance/Support purchased prior to termination shall survive such termination.

15. General

15.1 **Governing Law; Severability; Waiver.** This Agreement shall be governed by and construed in accordance with the laws of the United States. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement shall remain in full force and effect. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other right for subsequent breach or default.



15.2 Assignment. Except with respect to the Licensed Software as set forth in Section 2.2 above, and subject to FAR 42.12 (Novation and Change of Name Agreements and its successor regulations), neither party may assign this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without the other party's prior written consent. Such consent shall not be unreasonably withheld or delayed. For purposes of this provision, a change of control shall constitute an assignment. Notwithstanding the foregoing, either party may, upon written notice to the non-assigning party, (i) assign this Agreement to a successor in interest to all or substantially all of its assets, whether by sale, merger, or otherwise, (ii) assign this Agreement to a parent company; or (iii) assign this Agreement to a wholly-owned subsidiary. All terms and conditions of the Agreement shall be binding upon any assignee hereunder; assignee's acceptance of these terms shall be evidenced by its performance hereunder.

15.3 Export. Customer acknowledges that the Licensed Software and related technical data and services (collectively "Controlled Technology") may be 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. Customer agrees to comply with all relevant laws and will not to export or re-export any Controlled Technology in contravention to U.S. law, nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Controlled Technology is prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. Customer hereby agrees that it will not export, re-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.

15.4 Government Rights. The Licensed Software and Documentation are deemed to be commercial computer software as defined in FAR Part 12 and its successor regulations, and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software and Documentation by the Government shall be solely in accordance with the terms of this Agreement.

15.5 Entire Agreement. Any subsequent modifications to this Agreement shall be made in writing and must be duly signed by authorized representatives of both parties or they shall be void and of no

effect. Unless an Ordering Activity and Symantec negotiate alternative terms, this Agreement prevails.

15.6 Force Majeure. Each party shall be excused from performance (other than payment obligations) for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control, including but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, regulatory requirements or shortages of transportation, facilities, fuel, energy, labor or materials.

15.7 Notices. All notices required to be sent hereunder shall be in writing addressed to the relevant Contracting Officer or to Symantec's corporate headquarters, with a simultaneous cc: to the attention of Symantec's Legal Department/General Counsel. Notices shall be effective upon receipt, and shall be deemed to have been received as follows: (a) if personally delivered by courier, when delivered; (b) if mailed by first class mail, on the fifth business day after deposit in the mail with the proper address; or (c) if by certified mail, return receipt requested, on the date received.

15.8 Signatures. Facsimile signatures and signed facsimile copies of this Agreement, its Addenda, attachments and exhibits shall legally bind the parties to the same extent as originals. This Agreement with its accompanying Addendum/Addenda may be executed in multiple counterparts all of which taken together shall constitute one single agreement between the parties. The signatories hereto represent that they are duly authorized to sign this Agreement on behalf of their respective companies.

15.9 Subcontractors. Symantec may assign the Service(s) (Maintenance/Support, Business Critical Services or Managed Security Services) or any part thereof, and may additionally subcontract the Agreement and / or Service(s), provided that it remains responsible for any subcontractors performing on its behalf.

- Attachment 1 – Professional Services Addendum
- Attachment 2 – Hardware Warranty Agreement (Symantec 8160/8360/8380)
- Attachment 3 – Business Critical Services
- Attachment 4 – Managed Security Services