

**Veritas Technologies LLC / DEPARTMENT OF DEFENSE
SOFTWARE LICENSE AGREEMENT
September 12, 2019**

This document sets forth the agreed upon Department of the Defense (“DoD” or “DOD” or “DOD ESI” or “Customer” or “Licensee”) Software License Requirements. The GSA Schedule 70 Master Software License Agreement of DoD’s selected Prime Contractor is attached hereto as Exhibit A (“GSA MLA”) and made a material part hereof by this reference. This document, including the Software License Agreement attached as Exhibit A constitutes the Agreement between Veritas Technologies LLC (“Licensor” or “Publisher” or “Veritas”) and the DoD (the “Agreement”). The terms and conditions set out below in these Software License Requirements, supplement, to the extent a conflict exists, supersede, and take precedence over the terms and conditions of Exhibit A. For clarification in this agreement, Publisher and Licensor are synonymous.

With regard to any conflict in license terms between the DOD ESI License Agreement (this document) and any GSA negotiated license agreement, the Order of Precedence is in the following order: 1) the DOD ESI License Agreement and 2) any GSA negotiated license agreement.

“**EULA**” means Veritas’ end user license agreement accompanying the Licensed Software. The only portion of the EULA that shall apply to the Licensed Software is the authorized Use Level set forth therein, including the Product Use Rights Supplement which is incorporated into the EULA by reference and is an integral part of the EULA. “Product Use Rights Supplement” means the document which provides usage rights, restrictions and terms specific to the Licensed Software which may be found at or accessed through <https://www.veritas.com/company/legal/license-agreements>. Such Product Use Rights Supplement is incorporated into the EULA by reference and is an integral part of the EULA. The Customer accepts such additional terms and conditions contained in the EULA and Product Use Rights Supplement unless inconsistent with U.S. federal law.

- 1. Enterprise Language:** The parties agree that more than one agency of the DoD may license Veritas’ Licensed Software under this Agreement, provided that any use of Licensed Software by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the Licensed Software. The parties agree that, if the licensee is a “DoD Department or Agency” as defined by the 48 Code of Federal Regulations, section 202.101, and to include the Intelligence Community and the US Coast Guard, the terms and conditions of this Agreement apply to any purchase of Licensed Software made by the DoD, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the Licensed Software, terms of any click through agreement included with the Licensed Software, or any other terms purported to apply to the Licensed Software, including any Licensor’s published policy or program documentation or customer ordering documents. It is also understood by both parties that any Licensor policies, URLs referencing other terms, conditions or policies or educational documents, excepting only for such items which might be included under this Agreement, the GSA MLA, or the EULA, will not be considered part of this license agreement
- 2. Indemnification:** The DoD does not have the authority to and shall not indemnify any entity. The DoD agrees to pay for any loss, liability or expense, which arises out of or relates to the

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DoD's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the DoD is established by a court of law or where settlement has been agreed to by the DoD agency and the Department of Justice. This provision shall not be construed to limit the DoD's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the DoD.

3. Virus, Malicious, Mischievous or Destructive Programming:

Licensor warrants that the Licensed Software as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Software (each a "Virus") at the time of such delivery. However, the Licensed Software may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The DoD's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) repair the Licensed Software, or b) replace the Licensed Software with a copy that does not contain Virus, or (c) refund DoD's fees paid for the affected Licensed Software or Deliverables.

In addition, in the event DoD has suffered an interruption in the availability of its computer system caused by Virus, Veritas agrees to use commercially reasonable efforts, consistent with its Maintenance/Support obligations, to assist DoD's efforts to reduce the effects of the virus or destructive code relating to loss of operational efficiency and reimburse the DoD for the actual, reasonable cost to remove the Virus and restore the DoD's most recent back up copy of data provided that:

- the Licensed Software has been installed and used by the DoD in accordance with the Documentation;
- the Licensed Software has not been modified by any party other than Licensor;
- The DoD has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the Licensed Software and has used a generally accepted antivirus software to screen the Licensed Software prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the DoD for loss of the DoD's data arising from the failure of the Licensed Software to conform to the warranty stated above.

4. Program Warranty: The Licensed Software Warranty, as provided under Section 9.2 of the GSA MLA, is hereby adjusted to be for a period of one-hundred eighty (180) days from date of delivery of the Licensed Software rather than ninety (90) days.

5. Limitation of Liability: Section 11, Limitation of Liability, of the GSA MLA is supplemented as follows:

With respect to direct damages, this limitation does not apply to damages for the following solely resulting from Licensor's gross negligence or willful misconduct:

- a) Bodily injury;

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- b) death;
 - c) intentional injury; or
 - d) damage to real property or tangible personal property for which the Licensor is legally liable.
- 6. Background Checks:** This provision will be applicable if required by local command policy and prior to the commencement of on-site professional services by Licensee employee who is proposed for assignment to perform services at your site or via remote access in or from the United States and only if the Licensor employee does NOT possess a Department of Defense (“DoD”) performed National Agency Check with Inquiries (“NACI”) or a DoD security clearance of SECRET or higher, Licensor, or its agent, will complete a criminal background check, or confirm that such a background check has been completed, on such employee. The criminal background check shall consist of a check of public records, to the extent available at the county level, where the employee has established credit in the United States as determined by a social security trace. The check is for felony and misdemeanor convictions within the seven (7) years preceding the date of the check. To the extent not prohibited by law, Licensor shall not assign any employee to perform such services for whom a criminal background check, at the time of its completion, uncovered conviction of a felony or conviction of a misdemeanor. In the event that DoD requires on-site support outside the United States, Licensor will make reasonable efforts to work with DoD in order to address its security concerns.
- 7. Publicity/Advertisement:** The Licensor must obtain DoD approval prior to mentioning the DoD or a DoD agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo. Likewise, DoD must obtain Licensor approval prior to mentioning Licensor in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.
- 8. Territory:** Any Department of Defense (DoD) civilian or military installation or work site in the Continental United States (CONUS) or outside the Continental United States (OCOUS), regardless of where Licensed Software was acquired.
- 9. Backup for User Documentation:** Licensor grants DoD a limited right to make a reasonable number of copies of the Documentation (as defined in Exhibit A) solely for DoD’s internal business purposes and provided that the number of copies of such Document shall not exceed the number of copies of the Licensed Software purchased. DoD is responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on such copies. DoD is also responsible for reporting to Licensor if DoD learns of the misuse or mishandling of User Documentation provided under the contract to DoD personnel, contractors or Government employees.
- 10. Transfers and Assignment.** Customer may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Veritas’s prior express written consent. Such consent shall not be unreasonably withheld or delayed.
- (a) Relocation / Reassignment. Government units and their associated Licensed Software are frequently deployed world-wide and Licensed Software and Appliances may be reassigned to a different command or unit at a site other than the original ship-to site,

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provided that (1) such Licensed Software is relocated or reassigned within the DOD; (2) such Licensed Software licenses are current with regard to Veritas' annual Maintenance/Support; and (3) the Customer shall complete any Veritas documentation required to facilitate such relocation / reassignment. In the interest of security, the Customer will not provide machine names or IP addresses.

- (b) **Transfer Rights: Government to Government.** The transfer rights granted in this Agreement are clarified to permit the transfer of fully-paid perpetual software licenses or Appliances within the DOD. The Customer shall complete any Veritas documentation required to facilitate the transfer or assignment of license and continuation of support for the transferee or assignee. All license transfers or assignments specified in this Section will be without cost to the Customer, provided that the Licensed Software is current with regard to Veritas' annual Maintenance/Support, and the Customer does not re-market or otherwise intend to resell the Licensed Software to be transferred.
- (c) **Transfer and Use Rights: Government to Third Party Contractors.** In accordance with Section 2.1 of the GSA MLA, Customer has the right to grant license use to its Third-Party Contractors solely for the purpose of supporting Customer operations but will retain ownership of those licenses so long as such use is consistent with the Customer's own permitted scope of use and is compliant with the terms of this Agreement. The Customer agrees that Customer is responsible for such Third-Party Contractor access and use of the Licensed Software, to the same extent as if such Third-Party Contractor were the Customer's employees. No more than once annually, Customer may submit a written request to Veritas to assign such Licensed Software or Appliances to Third-Party Contractors. Upon Veritas' prior written approval, Customer may transfer fully paid perpetual licenses and ownership to a Third-Party Contractor. The quantity transferred may be deducted from the perpetual license quantity required for Maintenance/Support renewal. All assignments or transfers by such assignee shall be subject to this Agreement. Any deviation shall be subject to a separate agreement between Veritas and such assignee, specifying conditions for the management and maintenance of the Licensed Software, which agreement shall not impose any more restrictive covenants than are provided to the Customer in this Agreement. The assignment of Licensed Software will be without cost to any party involved in the assignment of licenses. It is further understood that assignee will be responsible for all future Licensed Software Maintenance/Support costs of any assigned Licensed Software. Upon Veritas' prior written approval, Customer shall complete any Veritas documentation required to facilitate the transfer or assignment of Licensed Software and continuation of Maintenance/Support for the transferee or assignee. All license transfers or assignments specified in this Section will be without cost to the Government, provided that the Licensed Software is current with regard to Veritas' annual Maintenance/Support, and the Customer does not re-market or otherwise intend to resell the Licensed Software to be transferred.
- (d) For clarity, a license or Appliance transfer or relocation under this Section 10 is intended to mean assignment or relocation of perpetual licenses or Appliances internally between US Government entities or from a US Government entity to a Third-Party Contractor(s).

- 11. Functionality Replacement and Extended Support.** If Licensor retires, re-names and/or replaces Licensed Software (or designates such Licensed Software as an "end of life" product) ("Retired Product") for which DoD has active Maintenance/Support, and Licensor makes a new software product ("Successor Product") commercially available that includes substantially similar functionality and features as the Retired Product, Licensor will provide a migration path

from the Retired Product to the Successor Product for no additional charge provided Licensor is making such migration path commercially available under Maintenance/Support.

- 12. Verification/Audit Responsibilities:** This Section sets out the sole audit right under this agreement and supersedes any compliance provision(s) in any referenced or attached document or website, solely with respect to verifying compliance under the terms of this Agreement.

Except where prohibited by applicable federal law or security regulations, DOD agrees to keep accurate business records relating to its use and deployment of the Licensed Software. Upon thirty (30) days prior written notice, DOD agrees to provide Veritas written reports related to DOD's use of the Licensed Software to verify DOD'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, unique identifier per machine (for example, Machine0001, Machine0002, Machine0003, etc.) and country (if outside United States) and state (if within the United States) of the designated computer on each such copy is installed.

In the event that DOD fails to provide reports acceptable to Veritas; once annually, Veritas may verify DOD's compliance with this Agreement by reviewing (upon five (5) business days' prior written notice) DOD's use and deployment of the Licensed Software. Either Veritas or an independent public accounting firm reasonably acceptable to both parties shall perform the audit during DOD's regular business hours with minimal disruption to DOD's ongoing business operations and adherence to any security measures the DOD deems appropriate, including any requirements under Federal security regulations that may require personnel clearances prior to accessing sensitive information or facilities. Any nondisclosure agreement DOD may require the independent public accounting firm to execute shall not prevent disclosure of the audit results to Veritas. All audits shall be subject to DOD's reasonable safety and security policies and procedures. The ability to permit any on-site audits/inspections is solely at the discretion of the DOD and will only be permitted upon express authorization from the DOD and then only after any and all prospective auditors/inspectors have cleared DOD initiated security background checks. Audits will occur no more than once every twelve (12) months and will be at no expense to the DOD.

Remedies for non-compliance. If verification or self-audit reveals any unlicensed use or non-compliance, then, Veritas, through its reseller, shall submit a quote within ninety (90) days to the DOD for sufficient licenses to cover such use. If material unlicensed use is found, (a) the DOD will be responsible for the price of the licenses, to the extent permitted by 31 U.S.C. §1341 (Anti-Deficiency Act), and (b) the DOD must execute an order to pay the quote submitted in accordance with the procedures set forth in the applicable BPA for additional licenses within sixty (60) days of quote receipt by a Procuring Contracting Officer ("PCO"). Spot discounts are encouraged and may be negotiated at the order level. Notwithstanding the foregoing, nothing in this section prevents the DOD from disputing any quote submitted to the DOD for non-compliance in accordance with the Contract Disputes Act (41U.S.C. §§7101-7109).

- 13. US Government Configuration Baseline:** Upon request of DoD, and mutual agreement between Licensor and DoD, on a Licensed Software by Licensed Software basis, Publisher shall test the Licensed Software and, if possible, comply with the requirements of the US Government Configuration Baseline (USGCB) as specified at <http://usgcb.nist.gov> to ensure applications are fully functional. So long as DoD uses Publisher's recommended settings, the standard

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installation, operation, and Maintenance/Support shall not alter the configuration settings from the approved USGCB configuration.

- a) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- b) DoD may require compliance with additional baseline configuration requirements.

- 14. Net-Centricity:** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint war fighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. Publisher is encouraged to use the OSD NII DCIO Net-Centric Checklist, located at: http://DoDcio.defense.gov/Portals/0/Documents/NetCentric_Checklist_v2-1-3_.pdf to provide information on the Net-Centric posture of their IT products and services.
- 15. Section 508 of the Rehabilitation Act Compliance:** Publisher is compliant with Section 508 to the extent described in its Voluntary Product Accessibility Templates as applicable for the products being offered under this Agreement. General information regarding the Section 508 Act can be found at the web site www.section508.gov.
- 16. Orders:** Any term or condition in an order to be placed that will expressly supersede a term or condition of this agreement must be approved in writing by duly signed by duly authorized representatives of Veritas and the DOD ESI PCO's.
- 17. Temporary Use of Software During Times of Conflict and/or Natural Disaster:** As part of Temporary Expeditionary Deployments (TEDs), during the term of this Agreement, DoD may temporarily deploy and install or use on, or access from qualified desktops or servers, a reasonable number (no more than ten percent (10%) of the applicable Licensed Software identified in the order under which the Licensed Software was purchased) of Licensed Software products in addition to those previously licensed pursuant to this Agreement at no additional cost ("TED Licenses"). TEDs are limited to deployments away from in-garrison/base locations (any military installation or government office where troops or civilian government personnel are at a permanent location), real world contingencies, and emergency situations similar to the initiated domestic terrorist attacks of 19 April 1995 (i.e., the Timothy McVeigh Terry Nichols perpetrated 'Oklahoma City Bombing' involving the Alfred P. Murrah Federal Building); the initiated international terrorist attacks, perpetrated on American soil, on 9/11/2001; and finally, the national inclement weather natural disasters perpetrated by Hurricane(s) Katrina and Rita during the August and September months of Calendar Year 2005, where temporary duty stations (TED's) and continuity of operations (COOP) alternative venues or sites were needed, for a substantial period of time, due to the destruction of federal or U.S. Government facilities, infrastructure, offices and work spaces.

After the TED, or six (6) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the Licensor, the DoD will provide a written certification that the TED Licenses have either been removed from service, or payment has been made under this Agreement to purchase additional perpetual licenses equal to the number of TED Licenses not removed from service. If Licenses have not been paid for, an order shall be

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submitted to Licensor within thirty (30) days of the Temporary Use Period. DoD agrees to use the TED Licenses in accordance with the terms contained in this Agreement.

- 18. Authorized Users:** An Authorized User includes, but is not limited to DoD government employees (military, civilian, reserves, national guard), Third-Party agents, Contractors, consultants, and/or outsourcers who are compliant with the terms of this Agreement.
- 19. Data Sharing/Transfer:** Data transfer is: Batch Processing, Multiplexing and Flat File Environments. Provided that any data sharing/transfer does not increase the quantity or contravene the Use Levels of the Licensed Software purchased under this Agreement, this license provides the DoD all rights concerning data sharing, data access, data transfer and data manipulation for authorized users associated with the DoD missions. The parties agree that as long as one party has a valid license and is using the Licensed Software in accordance with its Use Level, the transfer of data or the sharing of data is unrestricted. This license also provides for the ability of authorized users to access data from any US-owned datacenter with data owner granted permission and any appropriately licensed non-US owned datacenters. The sharing and access of data is not limited in conjunction with the mission of the DOD.
- 20. Copies of software for backup purposes:** The License Grant, as provided under Section 2 of the GSA MLA, is hereby appended to include the following: With respect to Licensed Software products whose primary business function does not include backup, recovery, or storage, Customer may make a reasonable number of copies solely for backup purposes and not for use in Customer's regular course of business operations.
- 21. Data Recovery:**
With respect to Licensed Software on Veritas' price list as of the date of DoD's order, subject to DoD's compliance with the terms and conditions of this Agreement and provided that the Licensed Software is currently under Maintenance/Support for the Licensed Software, DoD may install the Licensed Software on DoD's Cold Disaster Recovery Equipment and (i) DoD may use such Licensed Software for Failover Readiness Testing purposes for up to a cumulative total of thirty (30) days of testing in any twelve (12) month period, which use may be concurrent with DoD's authorized production use of the Licensed Software, and (ii) in the event of a Disaster, DoD may use such Licensed Software for production use at the Use Levels described in this Agreement and the Certificate for the applicable Licensed Software, for a period of up to ninety (90) consecutive calendar days, provided however, that such use may not be concurrent with DoD's regular production use of the Licensed Software and does not increase DoD's total number of licenses to the Licensed Software beyond those which DoD have purchased and which have been authorized by Veritas as indicated on the applicable Certificate. The Licensed Software installed on DoD's Cold Disaster Recovery Equipment and used pursuant to the rights set forth in this subparagraph must be the same version of the Licensed Software DoD uses for DoD's regular production use. In addition, the rights set forth in this Section will automatically terminate in the event that DoD does not have valid Maintenance/Support in effect for the Licensed Software.

"Cold Disaster Recovery Equipment" means a server and/or processor or device on which the Licensed Software may be installed and configured under a Cold Disaster Recovery License, and

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which is not production use servicing transactions or requiring workloads during periods of DoD's normal internal business operations.

"Cold Disaster Recovery License" means a copy of the Licensed Software deployed on Cold Disaster Recovery Equipment granted by Veritas for the sole purpose of use by a customer in accordance with the requirements described above in the event of a Disaster.

"Core" means a functional unit on a processor that reads, interprets, and executes computer instructions, including instructions from the Licensed Software. A "Core" refers to the processor or execution core contained in the same integrated circuit within a computer's central processing unit, whether such Cores are virtual or physical. A multi-core processor is a single computing component with two or more independent "Cores". Each "Core" where a Veritas product is deployed and/or running is required to be licensed.

"Disaster" means an unforeseen occurrence causing the operation of the applicable systems on which the Licensed Software is used for production use, or the Licensed Software installed on such systems, to be substantially impaired or prevented, which occurrence may include but is not limited to fires, earthquakes, floods and computer viruses.

"Failover Readiness Testing" means the process of moving or testing procedures for moving production work from a production server to another server.

22. Pricing of Maintenance/Support & Effect of Licensed Software Assignment:

Pricing for Maintenance/Support is based upon the applicable Maintenance/Support plan and the volume and type of licenses for which Maintenance/Support is contracted and is based on Veritas' then-current renewals pricing policies.

Any Licensed Software assignment(s) hereunder, as provided under section 10 hereof, may result in a reduction in DoD's Maintenance/Support entitlement, and any deduction of DoD's Maintenance/Support fees which may result from such Licensed Software assignment will be deducted from the DoD's next annual Maintenance/Support payment. To be eligible for the effect of Licensed Software assignment as provided under this paragraph, DoD's Licensed Software licenses must be current with regard to Veritas' annual Maintenance/Support at the time of Licensed Software assignment and DoD's request for such Licensed Software assignment must be submitted under Veritas' then-current License Relocation Request (LRR) form, a current copy of which is included as Appendix 1 hereto. When any Licensed Software licenses are assigned hereunder, i) the level of Maintenance/Support provided for the Licensed Software licenses which remain under DoD's Maintenance/Support entitlement will not change as a result of such Licensed Software assignment; and ii) any reduction in DoD's Maintenance/Support entitlement that is caused by such Licensed Software assignment will not result in a Maintenance/Support fee recalculation for the Licensed Software which remains a part of DoD's Maintenance/Support entitlement. For purposes of clarification, and not limitation, nothing in this Section is intended to limit Veritas' right, on an annual basis, to increase its standard published pricing for annual Maintenance/Support fees.

23. Third Party Software: Notwithstanding anything to the contrary, the Government shall not be subject to third party terms and conditions that are contrary to Federal law.

24. Evaluation Licenses, Testing & Development.

A) EVALUATION LICENSES: Customer may evaluate the features and functionality of Veritas Licensed Software ("Evaluation Software") to determine whether Customers wishes to pursue a further licensing arrangement with Veritas for such Evaluation Software. Such evaluation shall be subject to the following terms and conditions:

(a) Veritas grants Customer a limited, personal, non-transferable, non-exclusive, limited right to use the authorized number of copies of the Evaluation Software in object code form on a single computer at a single location for the sole purpose of evaluating the features. The Evaluation Software shall be used for evaluation only, and not for production, without Veritas' prior written consent. "Evaluation Software" shall also include any updates to the programs provided by Veritas, related documentation and other material or information provided by Veritas.

(b) The term of the Evaluation Software evaluation right granted hereunder shall begin upon the date Customer receives access to the Evaluation Software including its enabling License Key, and shall continue for the shorter of the length of time permitted by the enabling License Key, the EULA, or ninety (90) days, unless earlier terminated in accordance with this Agreement ("License Termination Date"). This evaluation license will immediately terminate (i) without notice if Customer fails to comply with any obligation of this Agreement; or (ii) upon written notice by Veritas.

(c) Upon expiration or termination of this Agreement for any reason, any right, license or permission granted to Customer shall immediately terminate and Customer shall immediately cease use of the Evaluation Software, in whole or in part, and promptly return the Evaluation Software and all related material to Veritas or fully destroy, delete and/or uninstall any copy of Evaluation Software installed or copied by Customer and certify such destruction to Veritas.

(d) THE EVALUATION SOFTWARE IS PROVIDED TO LICENSEE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

(e) IN NO EVENT SHALL VERITAS OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATING TO THE EVALUATION SOFTWARE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSS REGARDLESS OF THE FORM OF ACTION, IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) EVEN IF VERITAS, ITS RESELLERS, SUPPLIERS OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B) TESTING AND DEVELOPMENT: Customer shall have the right, at no additional charge, for a period of up to ninety (90) days following delivery of the Licensed Software, to reproduce up to two (2) copies of Licensed Software and install the copies of such Licensed Software on additional CPUs of the same operating system or its equivalent replacement at the same or another Customer location and/or CPUs that are owned, controlled or leased by Customer for purposes of performing maintenance and/or compatibility testing activities. Except as expressly set forth herein, Customer shall not permit anyone else to access or use such copies of Licensed Software for any reasons whatsoever; and further Customer shall not use such copies for any production purposes or for any purposes except maintenance and compatibility testing. Such

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software maintenance and compatibility testing activities include, but are not limited to, the following purposes:

- a) Program Defect Resolution: verification, diagnosis and resolution of potential defects in the Licensed Software.
- b) Application of Service: installation of program temporary fixes or bypasses on a copy of the Licensed Software before it replaces the production copy.
- c) New Licensed Software Releases: installation of a new release of the Licensed Software to verify that it operates according to specifications before it replaces the production copy.
- d) All titles, logos and copyright notices will appear on any copy of the Documentation. At the expiration of said ninety (90) days, Customer shall remove and destroy such copies and certify their destruction to Veritas.

- 25. Virtualization:** With respect to Licensed Software on Veritas' price list as of the date of DoD's order, for Licensed Software that is licensed on a per Core basis, Customers running products in virtual server environments are required to acquire licenses only for the Cores that are running the Licensed Software, regardless of the virtualization platform or partitioning scheme.
- 26. Deployment and Use of Perpetual, Subscription or Term Licenses in a Cloud Computing Environment:**
DOD can deploy and use any quantity of its perpetual or term Publisher licenses in any cloud computing environment (private or public) and with any third-party cloud service provider. The use of DOD licenses is limited to the mission and business of the DOD. The DOD retains all ownership responsibilities of the licenses. The DOD will maintain records of license deployment. The DOD is responsible for any costs associated with the cloud computing environment and any ancillary costs the DOD may incur from use of the Veritas licenses in a cloud computing environment. Unless perpetual licenses have been purchased by the DOD, any right to use the licenses in the cloud computer environment or otherwise expires at the end of the subscription or term license period purchased.
- DOD can transfer its perpetual and term Publisher licenses between on-premises data centers and third party cloud service providers or to other third party cloud service providers without charge, limitation, or change in functionality provided the third party cloud service provider is a supported platform, and provided the cumulative licenses deployed and used across all on-premises data centers and third party cloud services providers is equal to or less than the licenses purchased. The DOD shall have the right to determine the software version level for transfers.
- For Licensed Software used in Cloud Environments and for which software support or maintenance is current, DOD may upgrade or downgrade the software version level without charge subject to the availability and supportability of such version level in accordance with Veritas' end of life processes.
- 27. Ineffective Provisions:** If any document incorporated by reference into this agreement, and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or Maintenance/Support; (b) allowing for the automatic renewal of

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Maintenance/Support and/or fees; (c) requiring the governing law to be anything other than Federal law, and/or (d) that otherwise violates applicable Federal law, then, such provisions shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including license rights and terms included and/or referenced or incorporated herein and/or therein, contains an indemnification provision, such provision shall not apply as to the United States indemnifying the Publisher or any other party.

- 28. Previously Acquired Licenses:** All Licensed Software, of any versions or releases provided under Maintenance/Support, that were acquired and/or assigned to any DOD agency prior to September 12, 2019 of this Software License Agreement and purchased under the GSA MLA shall be subject to this Software License Agreement as of the September 12, 2019, with the exception of Licensed Software previously or currently licensed under licensing terms, which were separately negotiated and executed with any DOD agency (For example: the Veritas Master License Agreement with the Navy, dated March 14, 2019).
- 29. Use of Subcontractors:** Veritas reserves the right to use subcontractors to provide Maintenance/Support, in accordance with US Federal law, to Customer, provided that Veritas remains responsible for all contractual obligations, including those around DOD security requirements and data and privacy regulations, in accordance with the Agreement. Veritas shall request written approval from the relevant DoD agency via email before leveraging third parties in the performance of the Services under a SOW and Veritas' use of its subcontractor(s) shall be made a part of DoD's purchase order.
- 30. Parallel Operations:** For no additional cost, the DOD agency shall have the ability to run Publisher's Licensed Software on parallel systems for up to ninety (90) days, or a mutually agreed upon timeframe, for system migrations, testing, and/or hardware refreshes. The DOD will ensure that the duplicate Instances required during the system migration and/or hardware refresh period are uninstalled once the parallel operation is no longer required. The DOD will only request the ability to run the same number of license Instances that are currently identified on the licensed device. If the DOD requires more instances on the device being used during the Parallel Operation than the number of instances that reside on the licensed device then the DOD will acquire the necessary licenses.

APPENDIX 1

VERITAS™
LICENSE RELOCATION REQUEST (LRR) FORM

UNITED STATES DEPARTMENT OF DEFENSE USE ONLY

Instructions to Requesting Party	
<p>1. Please complete and sign this form to request the transfer of Veritas Product licenses to the new End User. This form is to be used in conjunction with Intra-company license relocations by a corporate End User to its parent, subsidiary, or other affiliate.</p> <p>2. This License Relocation Request form is only intended to relocate your licenses with Veritas and supplementary end user license agreement or shrinkwrap. Request to relocate the license agreement with Veritas should be sent by the customer on the company's letterhead to Veritas addressed to the Director of Contracts. They will be reviewed and processed in accordance with the customer's existing agreement with Veritas and Veritas' License Relocation Policy.</p> <p>3. Once you have completed this request form, please submit your request at https://www.AMSFed.Quote@veritas.com.</p> <p>4. Upon receipt of the completed and signed request form, Veritas will review your request and contact you if additional information is needed.</p> <p>5. The Effective Date of the relocation will be the date Veritas completes the processing of your request.</p> <p style="color: red; text-align: center;">Please Note: Failure to provide complete and accurate information may result in a delay in processing the License Relocation Request.</p>	

Section I: Initial User Information	
*Company Name:	
*Street Address, City, State/Province, Country and Postal Code:	
*Phone Number:	
*Entitlement Owner VEMS Account Number/Customer Number:	
*Contact Name & Title:	
*Contact's E-mail Address:	

Section II: New User Information	
*Company Name:	
*Street Address, City, State/Province, Country and Postal Code:	
*Phone Number:	
*Entitlement Owner VEMS Account Number/Customer Number:	
*Contact Name & Title:	
*Contact's E-mail Address:	
*VAN to list licenses and support under:	

Section III: General Information	
1.	* Please complete the License Relocation Request Calculator Worksheet and submit along with this form.



<i>Acknowledgement By Initial User</i>
<p>I. By your signature below, you agree that you will relocate the Veritas Product(s) and any applicable current Maintenance/Support identified in License Relocation Worksheet to the new user, on a one-time, not-for-profit permanent basis, as of the Effective Date.</p> <p>II. Upon receipt of this signed request form, Veritas will adjust its records to reflect the new user information as indicated above.</p> <p>III. All use of the Veritas Product(s) will be under applicable license terms and conditions and/or Veritas' license and warranty agreement that accompany the standard retail version of the Software Product(s) (also known as the end user license agreement or the 'EULA'). Veritas reserves the right to revoke its consent at any time without any requirement of notice, should it be determined by Veritas that the information provided by you in the License Relocation Request form is either false or incorrect. Please note that any unauthorized use of Veritas Product licenses is unlawful and Veritas reserves all of its legal rights and remedies.</p> <p>By signing and submitting this License Relocation Request form, you certify that (i) the information provided above is current, accurate and complete; (ii) you are the Initial license holder of the Veritas Product(s) being requested for relocation, (iii) you have authority to sign this License Relocation Request form on behalf of yourself, if you are an individual, your organization or company; and (iv) you acknowledge and agree to all the terms and conditions stated above for the relocation of the licenses listed herein.</p> <p>Agreed and accepted by: Initial User</p> <p>*Company Name: _____</p> <p>*Signature: _____</p> <p>*Name: _____</p> <p>*Title: _____</p> <p>*Date of Request: _____</p>

PLEASE BE SURE TO CHECK YOUR LICENSE RELOCATION REQUEST FORM AND WORKSHEET TO ENSURE THAT ALL REQUIRED FIELDS ARE FILLED-IN APPROPRIATELY TO PREVENT ANY DELAYS IN PROCESSING YOUR REQUEST.