



SYMANTEC MASTER SOFTWARE LICENSE AGREEMENT

Customer Company Name:	The State of Oregon, acting and through the Department of Administrative Services, Procurement Services, on behalf of the State of Oregon and its Affiliates.
Customer Company Address:	Contact Name: Cort Dokken Email: cort.j.dokken@oregon.gov Address: 1225 Ferry St SE City, State: Salem, OR Zip/Postal Code: 97301 Country: USA
Effective Date of this Agreement: <i>(To be filled in by Symantec upon signature)</i>	OCTOBER 13, 2017

This Symantec Master Software License Agreement ("Agreement") is entered into by and between Symantec Corporation ("Symantec") and the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services, on behalf of the State of Oregon and its Affiliates. (individually "Customer" "You" or "Your") as of the Effective Date and incorporates the Product User Rights Supplement (as defined below) (collectively the "License Agreement") and sets out the terms and conditions for the use of Licensed Software purchased under this Agreement.

Unless otherwise defined herein, capitalized terms will have the meaning given in the "definitions" section of this Agreement and such capitalized terms may be used in the singular or in the plural, as the context requires.

1. DEFINITIONS.

"Affiliate" means the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services, all state agencies, boards, and commissions as defined in ORS 174.111, and all political subdivisions of the State of Oregon

"Collected Data" means certain information which Symantec may collect, retain, disclose and use in connection with Your use of the Licensed Software and may include, but is not limited to, personally identifiable information about You, Your employees, agents or contractors acting on Your behalf, Your devices or systems or Your Licensed Software usage.

"Content Updates" means content used by certain Symantec products which is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam rules for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated intrusion detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products.

"Documentation" means the user documentation Symantec provides with the Licensed Software.

"License Instrument" means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Symantec license certificate or a similar license document issued by Symantec, or a written agreement between You and Symantec, that accompanies, precedes or follows this License Agreement.

"Licensed Software" means the Symantec software product, in object code form, accompanying this License Agreement, including any Documentation included in, or provided for use with, such software or that accompanies this License Agreement.

"Product Use Rights" means usage rights, restrictions and terms set forth in the Product Use Rights Supplement.

"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 <http://www.symantec.com/about/profile/policies/eulas/>, and which may also be referred to as a PUR Supplement. Such Product Use Rights Supplement is incorporated herein by reference and is an integral part of this License Agreement. If the applicable version of the Licensed Software is not specifically listed on or through the foregoing website, the Product Use Rights Supplement for the most recent prior version applies.

"Support Certificate" means the certificate sent by Symantec confirming Your purchase of the applicable Symantec maintenance/support for the Licensed Software.

"Upgrade" means any version of the Licensed Software that has been made generally available and which replaces the prior version of the Licensed Software on Symantec's price list pursuant to Symantec's then-current upgrade policies.

"Update" means an update, fix or patch to the Licensed Software.

"Use Level" means the license use meter or model (which may include operating system, hardware system, application or machine tier limitations, if applicable) by which Symantec measures, prices and licenses the right to use the Licensed Software,



in effect at the time an order is placed for such Licensed Software, as indicated in this License Agreement and the applicable License Instrument.

2. **LICENSE GRANT.** Subject to Your compliance with the terms and conditions of this License Agreement, Symantec grants to You the following rights: (i) a non-exclusive, non-transferable (except as stated otherwise in Section 18.1) license to use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in this License Agreement, including the applicable Product Use Rights, and the applicable License Instrument; and (ii) the right to make a single uninstalled copy of the Licensed Software for archival purposes which You may use and install for disaster-recovery purposes (i.e. where the primary installation of the Licensed Software becomes unavailable for use). You may exercise Your rights through consultant(s) and outsourcer(s) ("Consultants") in order to deliver services to You, provided You ensure Your Consultants adhere to the terms of this License Agreement, and You assume full responsibility for the actions of Your Consultants in connection with such use.

2.1 **TERM.** The term of the Licensed Software license granted under this License Agreement shall be perpetual (subject to Section 16) unless stated otherwise in the Product Use Rights Supplement or unless You have obtained the Licensed Software on a non-perpetual basis, such as, under a subscription or term-based license for the period of time indicated on the applicable License Instrument. If You have obtained the Licensed Software on a non-perpetual basis, Your rights to use such Licensed Software shall end on the applicable end date as indicated on the applicable License Instrument and You shall cease use of the Licensed Software as of such applicable end date.

3. **LICENSE RESTRICTIONS.** You may not, without Symantec's prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software except as expressly provided in this License Agreement; (ii) creation of any derivative works based on the Licensed Software; (iii) reverse engineering, disassembly, or decompiling of the Licensed Software (except that You may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (iv) use of the Licensed Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby You operate or use the Licensed Software for the benefit of a third party; (v) use of the Licensed Software by any party other than You or Your Consultants; (vi) use of a later version of the Licensed Software other than the version that accompanies this License Agreement unless You have separately acquired the right to use such later version through a License Instrument or Support Certificate; nor (vii) use of the Licensed Software above the quantity and Use Level that have been licensed to You under this License Agreement or the applicable License Instrument.

4. **OWNERSHIP/TITLE.**

The Licensed Software is the proprietary property of Symantec or its licensors and is protected by copyright law. Symantec and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this License Agreement. All rights not expressly granted to You are retained by Symantec and/or its licensors.

5. **CONTENT UPDATES.** If You purchase a Symantec maintenance/support offering consisting of or including Content Updates, as indicated on Your Support Certificate, You are granted the right to use, as part of the Licensed Software, such Content Updates as and when they are made generally available to Symantec's end user customers who have purchased such maintenance/support offering and for such period of time as indicated on the face of the applicable Support Certificate. This License Agreement does not otherwise permit You to obtain and use Content Updates.

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7. **LIMITED WARRANTY.**

7.1 **MEDIA WARRANTY.** If Symantec provides the Licensed Software to You on tangible media, 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 Symantec within the warranty period at no charge to You. The above warranty is inapplicable in the event the Licensed Software media becomes defective due to unauthorized use of the Licensed Software. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

7.2 PERFORMANCE WARRANTY. Symantec warrants that the Licensed Software, as delivered by Symantec and when used in accordance with the Documentation, will materially 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 You to Symantec within the ninety (90) day warranty period, Symantec will do one of the following, selected at Symantec's reasonable discretion: either (i) repair the Licensed Software, (ii) replace the Licensed Software with software of substantially the same functionality, or (iii) terminate this License Agreement and refund the relevant license fees paid for such non-compliant Licensed Software. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

8. WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SYMANTEC MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES, UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, UPDATES, AND UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

9. INTELLECTUAL PROPERTY CLAIMS. Symantec will defend You against any claims asserting that the Licensed Software infringe any intellectual property right of a third party, and will pay any and all damages finally awarded by a court and actually paid by You, or agreed to in a final settlement by Symantec and attributable to such claim. Symantec's obligations under this provision are subject to You doing the following: (a) notifying Symantec of the claim in writing, as soon as You learn of it; (b) providing Symantec with all reasonable assistance and information to enable Symantec to perform Symantec's duties under this Section; (c) allowing Symantec sole control of the defense and all related settlement negotiations; and (d) not having compromised or settled such claim. Notwithstanding the foregoing, prior to Symantec assuming such defense in Your name, Symantec shall first obtain the Oregon Attorney General's prior written consent, such consent not to be unreasonably withheld and Symantec's approved counsel must accept appointment as a special assistant attorney general under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of the State of Oregon, its agencies, officers, employees or agents, and You may participate at Your expense in the defense of any such claim with Your own counsel, provided that Symantec retains sole control of the claim. You have the right to approve any settlement that affirmatively places on You an obligation that has a material adverse effect on You other than the obligations to cease using the affected Licensed Software or to pay sums indemnified under this Section. Such approval will not be unreasonably withheld.

If the Licensed Software are found to infringe, or if Symantec determines in Symantec's sole opinion that the Licensed Software are likely to be found to infringe, then Symantec will either (i) obtain for You the right to continue to use the Licensed Software; or (ii) modify the Licensed Software so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality; or, if Symantec determines in its sole opinion that "(i)" and/or "(ii)" are not reasonable, Symantec may (iii) terminate Your rights and Symantec's obligations under this License Agreement and/or the applicable License Instrument with respect to such Licensed Software, and in such case shall refund of any unused, pre-paid fees to You for the affected Licensed Software. Notwithstanding the above, Symantec will not be liable for any infringement claim to the extent that it is based upon: (A) modification of the Licensed 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 Licensed Software; (C) use of the Licensed Software other than in accordance with this License Agreement or the applicable License Instrument; or (D) Your continued use of infringing Licensed Software after Symantec, for no additional charge, supplies or offers to supply modified or replacement non-infringing Licensed Software.

THIS SECTION 9 "STATES YOUR SOLE AND EXCLUSIVE REMEDY AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY.

10. LIMITATION OF LIABILITY.

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF



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10.2 Your obligations, if any, to indemnify and hold harmless Symantec or its licensors, resellers, suppliers or agents under this License Agreement or any License Instrument are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

11. **MAINTENANCE/SUPPORT.** Symantec has no obligation under this License Agreement to provide maintenance/support for the Licensed Software. Any maintenance/support purchased for the Licensed Software is subject to Symantec's then-current maintenance/support policies.
12. **SOFTWARE EVALUATION.** If the Licensed Software is provided to You for evaluation purposes and You have an evaluation agreement with Symantec for the Licensed Software, Your rights to evaluate the Licensed Software will be pursuant to the terms of such evaluation agreement. If You do not have an evaluation agreement with Symantec for the Licensed Software and if You are provided the Licensed Software for evaluation purposes, the following terms and conditions shall apply. Symantec grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Licensed Software solely for internal non-production evaluation subject to the applicable Product Use Rights. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Licensed Software or (ii) sixty (60) days from the date of Your initial installation of the Licensed Software, if no such evaluation period is pre-determined in the Licensed Software ("Evaluation Period"). The Licensed Software may not be transferred and is provided "AS IS" without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Licensed Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Licensed Software Evaluation Period, You will cease use of the Licensed Software and destroy all copies of the Licensed Software. All other terms and conditions of this License Agreement shall otherwise apply to Your evaluation of the Licensed Software as permitted herein.
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14. **EXPORT REGULATION.** The export or re-export of the Licensed Software and related technical data and services (collectively "Controlled Technology") is subject to applicable export laws and regulations including, but not limited to, the U.S. Export Administration Regulations, the European Union Council Regulations, and the Singapore Strategic Goods Control Act.

The export or re-export of Controlled Technology in violation of the foregoing laws and regulations is strictly prohibited. Controlled Technology may also be subject to various import, distribution and/or use restrictions requiring action on Your behalf prior to use of the Controlled Technology. Controlled Technology is prohibited for export or re-export to Cuba, North Korea, Iran, Syria, Sudan, the Crimea Region of Ukraine and to any other country or region subject to relevant trade sanctions. Controlled Technology is further prohibited for export or re-export to any person or entity named on relevant lists maintained by the U.S. government (including, but not limited to, lists published by the U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of Treasury), in addition to lists published by the authorities in applicable foreign jurisdictions. You may not export any Controlled Technology for use in connection with chemical, biological, or nuclear weapons or missiles capable of delivering such weapons. Furthermore, You may not export any Controlled Technology to any military entity, or to any other entity for any military purpose, unless subject to a valid license specifically permitting such export. You agree to comply with all applicable export or import control laws and regulations, and You represent that You are not under the control of, located in, or a resident or national of any prohibited country or region and are not a prohibited person or entity.

15. **DATA COLLECTION.** Symantec collects and uses Collected Data to enable, optimize and provide the Licensed Software, Updates and Upgrades, and/or maintenance/support to You (and may engage third parties to do so as well),



to administer and enforce its license agreements with You, to make recommendations regarding usage of the Licensed Software and other Symantec solutions, and/or to improve Symantec's products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Licensed Software (including Updates and Upgrades), You agree that Symantec may, and You have obtained all the necessary consents and rights for Symantec to, collect, use, retain, disclose and/or process Collected Data solely for the purposes described in this License Agreement and in the applicable Symantec product privacy notices at: <http://www.symantec.com/privacy>. Please note that the use of the Licensed Software may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for ensuring that Your use of the Licensed Software is in accordance with such laws or regulations. For clarity, Symantec will not own the Collected Data provided to Symantec under this Section 15.

16. **CONFIDENTIAL INFORMATION.** You may have access to information that is confidential to Symantec ("Confidential Information") under this License Agreement. Confidential Information is limited to the Licensed Software, the terms and pricing for the Licensed Software, and any other information clearly identified as confidential. You will hold Symantec's Confidential Information in confidence and will not disclose the Confidential Information to any third party. You will use 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 You use to protect Your own confidential information of a like nature. You will use the Confidential Information only as needed to exercise the licenses granted under this License Agreement. Confidential Information does not include any information that: (a) was rightfully in the possession of, or was known by, a party prior to its receipt from the other party, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this License Agreement; (c) is rightfully obtained by a party from a third party, without an obligation to keep such information confidential; or (d) is independently developed by a party. You may disclose Confidential Information as required by law or court order, provided You notify Symantec in writing of the requirement for disclosure in advance, and only disclose as much of the Confidential Information as is required by law. Your obligations of confidentiality, if any, are subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505 and the Oregon Custody and Maintenance of Records Laws, ORS 192.005 through 192.170.

17. **TERMINATION.**

17.1 This License Agreement shall terminate upon Your breach of any term contained herein. Upon termination, You shall immediately stop using and destroy all copies of the Licensed Software.

17.2 You may terminate this License Agreement or any License Instrument upon Symantec's un-cured material breach of any term contained herein which breach remains uncured (if such breach is capable of being cured) thirty (30) days after receiving written notice of such breach.

17.3 You may immediately terminate this License Agreement or any License Instrument upon written notice if You fail to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by Your budget or spending plan and You determine, in Your assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this License Agreement or any License Instrument. Nothing in this License Agreement or any License Instrument may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

18. **SURVIVAL.** The following provisions of this License Agreement survive termination of this License Agreement: Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Commercial License Rights, Export Regulation, Data Collection, Confidential Information, Survival, and General.

19. **GENERAL.**

19.1 **ASSIGNMENT.** You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior express written consent. Symantec may assign this License Agreement to any party.

19.2 **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software. Symantec is solely responsible for its compliance with, and Symantec agrees to comply with, all applicable laws, rules, and regulations in connection with its performance of its obligations under this License Agreement.

19.3 **AUDIT.** You agree to keep accurate business records relating to its use and deployment of the Licensed Software. Once annually, within thirty (30) days following Symantec's written request, You and each of your Affiliates shall provide Symantec a written report on deployment of the Licensed Software (the "Report") signed and certified by an authorized representative. The Report shall itemize the Licensed Software used or deployed by You or Your Affiliate by product, version, quantity, hardware platform, operating system, tier and the street address of Your or Your Affiliate's facility where the Licensed Software is installed.



19.4 If the parties are not in agreement with respect to the accuracy or completeness of the Report, the parties shall attempt in good faith to resolve any bona fide issues contained therein. If any bona fide issues remain unresolved for a reasonable time, not to exceed 30 days, after such good faith attempts at resolution, the parties shall escalate resolution of the issues to each party's executive management level. If the issues remain unresolved for an additional five (5) business days and the executive management level contacts are unable to resolve any bona fide issues with respect to the Report, then Symantec shall have the right (upon five (5) business days' prior written notice) to audit Your or Your Affiliate's compliance with its obligations under this License Agreement. Either Symantec or an independent public accounting firm it selects, under nondisclosure obligations and reasonably acceptable to You or Your Affiliate, as applicable, shall perform the audit during Your or Your Affiliate's regular business hours with minimal disruption to Your or Your Affiliate's normal business operations. The audit shall examine Your or Your Affiliate's, as applicable, (a) business records pertaining to the purchase of the Licensed Software and (b) use and deployment of the Licensed Software within Your or Your Affiliate's computing environment, as applicable. Symantec shall deliver the results of the audit to You or Your Affiliate, as appropriate. You or Your Affiliate, as applicable, shall have ten (10) business days to dispute the results of the audit. If there is no dispute, You or Your Affiliate, as applicable, shall pay Symantec for any unauthorized deployments of Symantec products disclosed by the audit or as set forth in the Report. If an audit discovers that the value of unauthorized deployment of Licensed Software exceeds five percent (5%) of the total value of Licensed Software ordered and paid for by You or Your Affiliate, as applicable, Symantec shall invoice the license fees to be paid by You or Your Affiliate, as applicable at the undiscounted license list price in effect as of the audit completion date ("List Price"). If an audit discovers that the value of unauthorized deployment of Licensed Software is five percent (5%) or less than the total value of Licensed Software ordered and paid for by You or Your Affiliate, as applicable, Symantec shall invoice You or Your Affiliate, as applicable, the license fees to be paid by You or Your Affiliate, as applicable, at List Price, less a mutually agreed upon discount. Symantec shall bear the costs of the audit, unless the audit discovers that the List Price value of non-compliant Symantec software deployment exceeds five percent (5%) of the total List Price value of Licensed Software paid for by Customer, in which case, Customer shall pay the reasonable costs of the audit, not to exceed \$1,500.00, and Symantec shall be entitled to audit Customer more than once annually until Customer's return to compliance is verified. **GOVERNING LAW; SEVERABILITY; WAIVER.** This Agreement is to be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to its conflict of law principles, and applicable federal law. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. Any action or suit brought by the parties relating to this License Agreement must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon; provided, however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted within the United States District Court for the District of Oregon. **SYMANTEC HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THIS COURT, WAIVES ANY OBJECTION TO VENUE IN THESE COURT, AND WAIVES ANY CLAIM THAT THIS COURT IS AN INCONVENIENT FORUM.** In no way may this section or any other term of this License Agreement be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

19.5 **DISPUTE RESOLUTION.** Any dispute or claim in law or equity arising out of this License Agreement or any resulting transaction, including disputes or claims involving the parties to this License Agreement, their officers, agents, or employees, shall be submitted to neutral, non-binding mediation prior to the commencement of litigation, or any other proceeding before a trier of fact. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this License Agreement and other rights and remedies afforded to them by law. Notwithstanding the foregoing, the above dispute resolution procedure is not intended to be used for disputes: i) regarding termination by Symantec for non-payment; ii) concerning actual or alleged violations of each party's confidentiality obligations under the License Agreement or other intellectual property rights; iii) arising under the indemnification provision for personal injury and tangible property damage; and iv) under which equitable relief is sought by either party, including temporary injunctive relief.

19.6 **INDEPENDENT CONTRACTOR.** Symantec is at all times an independent contractor and not as an agent, employee, or representative of You. Symantec has no right or authority to incur or create any obligation for or legally



bind You in any way. Symantec is not an "officer," "employee" or "agent" of You or any other agency, office, or department of the State of Oregon, as those terms are used in ORS 30.265, and Symantec shall make no representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for in the License Agreement or authorized in writing by the party to be bound.

19.7 PUBLICITY. Neither party shall issue a press release or create any marketing materials that include references to the other party without such party's prior written approval.

19.8 THIRD PARTY PROGRAMS. This Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs.

19.9 CUSTOMER SERVICE. Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Enterprise Customer Care, 555 International Way, Springfield, Oregon 97477, U.S.A., (ii) Symantec Enterprise Customer Care, Orion Building, Ballycoolin Business Park, Dublin 15, Ireland, or (iii) Symantec Enterprise Customer Care, 10 Eunos Road 8, #13-01/02 Singapore Post Centre, Singapore, 408600.

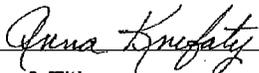
19.10 COUNTERPARTS. This Agreement may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

19.11 ORDER OF PRECEDENCE. The Parties acknowledge and agree that in the event of a conflict between the terms contained in this License Agreement and the terms contained in any Documentation, License Instrument, Product Use Rights Supplement, Support Certificate, or any other terms and conditions found online, the terms and conditions of this License Agreement will control. This section specifically supersedes any order of precedence provisions set forth elsewhere.

19.12 INTENDED BENEFICIARIES. Symantec and DAS are the only parties to this License Agreement and are the only parties entitled to enforce the terms of this License Agreement. Nothing in this License Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this License Agreement.

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Symantec Signature

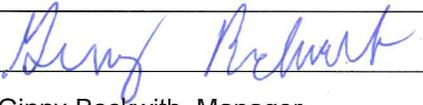
Symantec Corporation <input checked="" type="checkbox"/> 350 Ellis Street Mountain View, CA 94043 USA	Symantec Ltd. <input type="checkbox"/> Ballycoolin Business Park Blanchardstown, Dublin 15 Ireland	Symantec Asia Pacific Pte Ltd. <input type="checkbox"/> 6 Temasek Boulevard, #12-01 Suntec Tower 4, Singapore 038986
Symantec Japan, Inc. <input type="checkbox"/> Akasaka Intercity, 1-11-44 Akasaka, Minato, Tokyo 107-0052 Japan	Symantec Software (Beijing) Co., Ltd. <input type="checkbox"/> Room 1101, Tower E3, Oriental Plaza, Beijing, 100738, China	
Signature: 		
Printed Name & Title: Anna Knefaty, Contract Admin		





Date Signed: 10/13/2017

Customer Signature

Customer (Company Name) : The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services	
Signature:	
Printed Name & Title:	Ginny Beckwith, Manager
Date Signed:	October 13, 2017