

## **Symantec (by CA/Broadcom) Pass-Through Terms and Conditions**

*Note: CA refers to Symantec, CA and Broadcom as further described in the Broadcom General Terms and Conditions linked below. Customer is referred to alternately as "Customer" and "End User" below.*

1. **Multi-Year Pricing Requirement (Applicable Only to Multi-year Quotes):** The Out Year pricing in the POP dates listed above are ONLY valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items, including those with future period of performance dates, are not listed on the reseller and customer Purchase Order, all pricing is subject to change. Each order must meet CA/Broadcom's minimum threshold requirements.

Failure to timely remit payment of all amounts set forth in the Payment Schedule shall, to the extent permitted by applicable law, relieve CA of any and all support obligations hereunder until payment is tendered at which time use rights shall recommence.

2. **Annual Fee Increases (Applicable Only to Multi-year Quotes):** During the term for the CA/Symantec offerings above, CA may increase the fees hereunder for such offerings up to 10% annually by providing Customer with advance notice including through pricing notices posted at CA support site no less than 90 days prior to such changes taking place but in no event will CA purport to effect a price change while in any particular calendar year (i.e., price changes will only be effective on January 1 of the year following that in which notice was provided).
3. **Data Privacy:** In the event CA is acting as a data processor for Customer under the GDPR, CA's processing shall be subject to and in accordance with CA's global Data Processing Addendum <https://www.ca.com/us/legal/privacy/data-transfers.html?intcmp=footernav> ("DPA"). Where Customer and CA have already entered into a data processing agreement or addendum, this shall continue to govern such activity.
4. **Additional Export Requirements:** In furtherance of Customer's contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, Customer certifies that (a) Customer is not, and no affiliate of Customer is, a military end user of China, Russia, or Venezuela for products with ECCN starting with 5D992, and (b) Customer will not transfer or resell any such products to any person, entity, or environment where Customer knows or should have knowledge that such products are intended or likely to be used by a military end user of China, Russia, or Venezuela.
5. **Assignment:** Neither CA nor Customer shall assign the Agreement or any of its rights or delegate any of its duties under the Agreement without the prior written consent of the other party, except that CA shall have the right to assign the Agreement or any of its rights or delegate any of its duties under the Agreement at any time to any CA Affiliate(s), or to a successor in interest of all or substantially all of the business to which the Agreement relates. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of

this section shall be null and void. “Affiliate” shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

6. **Software Support Availability:** End User understands that CA may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which CA will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (“Software Support Availability”). Prior to signature of this Order, End User should ensure it understands the support for the products licensed herein. Execution of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.
7. **Mainframe Reporting (Applicable Only to Mainframe Customers):** For all CA mainframe software, End User shall provide to CA via upload to [scrt.broadcom.com](http://scrt.broadcom.com) within seven (7) days after the end of each month the IBM SCRT product report for ISV programs for End User’s z/OS mainframe environment. For End Users running CA mainframe VSE/VM software, End User shall provide to CA via upload to [scrt.broadcom.com](http://scrt.broadcom.com) annually on or before each anniversary date a listing of the manufacturer, model, serial number and LPAR names of each CPU located at, or remotely accessing, each End User Site.
8. **Migration:** End User understands that CA may migrate a previously licensed software ("Original Product(s)") to a new software product ("Migrated Product(s)"). It is the End User’s responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the “SPD”) applicable to the CA Software and Maintenance, located at CA’s website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s).

Prior to execution of this quote, End User should ensure it understands the migration for the products licensed herein. Execution of this quote shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

9. **End User License Agreement:** The procurement and use of these offerings are governed by these ordering terms and conditions as well as: (a) with regard to Symantec offerings, either (i) the Symantec terms and conditions published at <https://broadcom.com/licensing>, or (ii) the fully executed agreement by and between Customer and Symantec governing the Symantec

offerings ordered as amended, including by the Additional Terms hereon (collectively, the "Symantec Agreement"); and/or (b) with regard to CA offerings, either (i) by the CA terms and conditions published at <https://broadcom.com/licensing>, or (ii) the fully executed agreement by and between Customer and CA governing the CA offerings ordered as amended, including by the Additional Terms hereon (collectively, the "CA Agreement"). Any terms that may appear on Customer's purchase order that vary from or purport to add to the Symantec Agreement and/or the CA Agreement (including, without limitation, pre-printed terms) are deemed not appended, inapplicable and void.