



Symantec Contract Number:

PPF7BHZZZ

## MASTER LICENSE AND MAINTENANCE/SUPPORT AGREEMENT

This Master License and Maintenance/Support Agreement ("Agreement") is entered into as of the Effective Date defined below by and between Symantec Corporation, a Delaware corporation, with its principal place of business at 20330 Stevens Creek Boulevard, Cupertino, CA 95014 ("Symantec"), and the Nevada State Purchasing Division on behalf of the State of Nevada with its principal place of business at 515 East Musser, Carson City, NV 89701 ("Customer"). This Agreement consists of these terms and conditions ("Master Terms") and any Addenda executed under these Master Terms. All capitalized terms may be used in the singular or in the plural, as the context requires.

Customer and Symantec agree as follows:

### 1. Definitions.

- a. "Addendum" to this Agreement means any addendum, including its exhibits or attachments, executed between the parties, which references this Agreement and supplements or modifies these Master Terms.
- b. "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. Such Certificate sets forth the Customer's right to make copies of and use the quantity of each title of the Licensed Software and the related user documentation.
- c. "Documentation" means the user manuals and release notes accompanying the Licensed Software.
- d. "Effective Date" of this Agreement means the relevant date assigned below by Symantec upon acceptance of this Agreement.
- e. "EULA" means Symantec's end user license agreement accompanying or embedded in the Licensed Software.
- f. "Purchase Order" means a document used by Customer to order Licensed Software, Maintenance/Support and/or Services in sufficient detail to allow Symantec to accept and accurately fulfill Customer's order.
- g. "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.
- h. "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.
- i. "MSRP" means Symantec's then-current in-country suggested list price in effect at the time of Customer's order.
- j. "Services" means Symantec's education, implementation, installation, configuration, consulting, managed services, or other Symantec service subscriptions, excluding Maintenance/Support, which are commercially-available on Symantec's in-country price list at the time of Customer's order.
- k. "Subscription Software" means Licensed Software licensed on a non-perpetual (term-limited) basis, as set forth in the applicable Addendum or Certificate.
- l. "Territory" means the United States or any U.S. Government installation sites world-wide.
- m. "Use Level" means the license use meter 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.
- n. "Symantec Authorized Reseller" means a corporation that has entered into a Symantec authorized reseller agreement giving the corporation the right to purchase Symantec Licensed Software, Maintenance/Support and Services for resale to end users under the terms of then current Symantec end user license agreement and then current Symantec technical support terms and conditions.

### 2. License Grant.

2.1 Except with respect to the Licensed Software as set forth in Section 2.2 below, Symantec grants Customer, a non-exclusive, non-transferable license in the Territory to use the Licensed Software in accordance with the Documentation, solely in support of Customer's 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

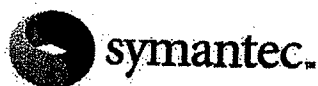


Certificate. For archival purposes, Customer may make a single uninstalled copy of the Licensed Software and Documentation. All copies made pursuant to this section shall be complete copies, and shall include all copyright, trademark, and other notices in the original. Customer may not otherwise copy the Licensed Software or Documentation without Symantec's prior written consent. Customer may allow consultant(s) or outsourcer(s) to use Customer's Licensed Software licenses to deliver dedicated services to Customer and Customer's Affiliates, 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 agrees Customer is responsible for such third party access and use of the Licensed Software, to the same extent as if such consultant(s) or outsourcer(s) 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 Affiliate's employee or dedicated consultant to use one copy of such Licensed Software on their personal home computer, provided such equipment is not owned or provided by Customer or an Affiliate, and provided such individual also has a computer licensed for such product at Customer or the Affiliate's corporate offices, but only for so long as such individual remains Customer's or the Affiliate'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. 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. 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 Addenda or Certificates.

2.2 In the event that Customer, based on its prime contract with the State or Local Government, requires the Licensed Software to be transferable to a specific State or Local Government agency during the term of this Agreement, Customer must provide written notice to Symantec at the time of Purchase Order placement and include a written certification by an authorized representative of Customer that the Licensed Software has been transferred to such State or Local Government agency, and is no longer in use at the Customer's site. Symantec will allow the transfer request provided the maximum capacity of the State or Local Government agency's computers to which the Licensed Software will be transferred is equal to the license capacity of the computers running at the Customer's site. In the event the maximum capacity of the computers at the State or Local Government agency's site on which the Licensed Software will be installed is greater than the original license capacity at the original site, and a logical or physical partition or other means of restricting use is not available, Customer shall be required to purchase additional licenses and/or pay any applicable upgrade fees for the increased capacity prior to the transfer. Customer may make a one time transfer of each copy of the Licensed Software purchased from Symantec to the specified State or Local Government agency as described in this Section. Except as otherwise provided in this paragraph, such transfer shall be at no additional cost to the State or Local Government, except for subsequent renewal of Maintenance/Support services, which the subject State or Local 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 transfer the remainder of any associated Maintenance/Support services to the State or Local Government agency to which Customer transfers the Licensed Software. Any State or Local Government agency to which Customer transfers Licensed Software and Maintenance/Support services under this Section must agree in writing to be bound by the terms and conditions of this Agreement.

**3. License Restrictions.** Customer shall not, without Symantec's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, 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 and/or Services by submitting a Purchase Order to Symantec or to a Symantec Authorized Reseller. All Licensed Software, Documentation, Maintenance/Support or Services acquired by Customer are exclusively governed by the terms of this Agreement the applicable Addendum, Certificate or EULA, and the then-current in-country applicable price list in that order of precedence.



## 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. Origin.

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.

7. Services. Subject to execution of an applicable Services Addendum or separate services agreement or the terms of the applicable Services Certificate, if any, Customer may purchase Services, which are provided and performed pursuant to such Services Addendum or services agreement and the applicable statement(s) of work.

## 8. Payment Terms; Taxes

### 8.1 Payment.

8.1.1 Payment Terms – Direct Orders to Symantec. Customer shall pay all invoices thirty (30) days from date of invoice, subject to Symantec's approval of such thirty (30) day credit terms. Late payments shall bear interest at the rate of one percent (1%) per month (or, if less, the maximum rate permitted by applicable law). Symantec shall invoice Customer for all fees shown on a Purchase Order, and for all reasonable and actual travel and subsistence expenses incurred by Symantec in the performance of any Services for Customer, unless otherwise agreed by the parties. Except as expressly provided herein, this payment obligation is non-cancelable and any sums when paid shall be non-refundable.

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.

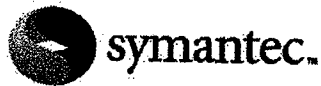
8.2.1 Customer is responsible for all taxes, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Licensed Software, Documentation or Services provided under this Agreement, excluding tax imposed on the net income of Symantec and withholding taxes (subject to the condition of providing withholding tax payment receipts, as set forth below).

8.2.2 Symantec shall bill applicable taxes as a separate item on Customer's invoice and shall not include them in the purchase price. If a transaction is exempt from tax, Customer shall provide Symantec with a valid exemption certificate or other evidence of such exemption in a form acceptable to Symantec. If Customer is required by law to withhold any tax from the payment, Customer shall provide to Symantec original or certified copies of all tax payment receipts or other evidence of payment of taxes by Customer with respect to transactions under this Agreement. If Customer fails to provide Symantec with such tax payment receipts, if applicable, then Customer shall reimburse Symantec for any fines, penalties, taxes and other governmental agency charges resulting from such failure.

## 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 Performance. 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 (i) repair the Licensed Software, (ii) replace the Licensed Software with software of substantially the same functionality, or (iii) terminate the license and refund the relevant license fees paid for such non-



compliant Licensed Software. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication.

**9.3 Maintenance/Support.** 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, at its discretion, either correct any nonconforming Maintenance/Support or refund the relevant fees paid for the nonconforming Maintenance/Support. For purposes of this provision, "Maintenance/Support" expressly excludes Content Updates.

**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. 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 any claim against Customer 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 defense and payment 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; allowing Symantec sole control of the defense and all related settlement negotiations; and not having compromised or settled such claim.

**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 unamortized portion of the license fee paid for the relevant Licensed Software, and provide a pro-rated refund of any unused, prepaid maintenance 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 ANY SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, BUSINESS INTERRUPTIONS OR SIMILAR DAMAGES OR LOSS, EVEN IF SUCH PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN



ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT SYMANTEC'S DEFENSE AND PAYMENT OBLIGATIONS UNDER SECTION 10 (INTELLECTUAL PROPERTY CLAIMS), OR LIABILITY ACCRUING FROM BREACH OF SECTION 12 (CONFIDENTIALITY), AND 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 OR SERVICES GIVING RISE TO THE CLAIM.

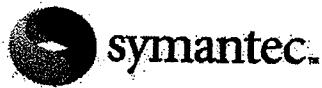
## 12. Confidentiality.

12.1 "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the disclosing party ("Discloser"), or (ii) 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 its 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: (i) is or becomes public knowledge through no fault of the Recipient; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) 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 shall survive any termination of the Agreement. Upon request from the Discloser or upon termination of the Agreement, the Recipient shall return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

12.3 Each party shall 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 9.1 above. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof. 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. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE CONFIDENTIAL INFORMATION, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY. Each party to this Agreement agrees to comply fully with all relevant export laws and regulations of the United States and any other applicable jurisdiction to assure that no Confidential Information or any portion thereof is exported, directly or indirectly, in violation of such laws.

13. **Verification.** Customer 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, 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. Any nondisclosure agreement Customer may require the



independent public accounting firm to execute shall not prevent disclosure of the audit results to Symantec. Customer shall pay Symantec for any unauthorized deployments of Symantec products disclosed by the audit. License fees for such over deployments will be invoiced to and paid by Customer at the undiscounted license list price in effect as of the audit completion date ("List Price"), unless otherwise mutually agreed. 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 (5%) percent 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. All audits shall be subject to Customer's reasonable safety and security policies and procedures.

#### 14. Term and Termination.

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

#### 14.2 Termination.

(a) *Convenience*. Either party may terminate this Agreement or any Addendum for convenience upon thirty (30) days prior written notice. Termination for convenience shall not affect any Addendum for the duration of its stated term and shall instead be construed as a non-renewal except in cases where non-renewal is not a stated option under such Addendum. Termination for convenience also shall not affect Customer's right to use previously-purchased Licensed Software through the term of each such license, nor any Maintenance/Support purchased prior to such termination.

(b) *Cause*. Either party may terminate this Agreement and related Addenda for the other's material uncured breach ("Cause") which still remains uncured (if such breach is capable of being cured) thirty (30) days after receiving written notice of such breach. This section "(b)" does not apply to intellectual property claims or warranty claims for which an exclusive stated remedy is provided under this Agreement. If Symantec terminates this Agreement for Cause, Customer must immediately discontinue use of and destroy all copies of the Licensed Software in its possession or control, including any master copy, and (within ten (10) days of Symantec's written request) certify in writing to Symantec through a corporate officer that all such copies have been destroyed.

(c) *Insolvency*. Either party may terminate this Agreement and related Addenda on written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business (collectively, an "Insolvency Proceeding"). If Symantec terminates this Agreement due to Customer's becoming the subject of an Insolvency Proceeding then, provided Customer is not otherwise in default under the terms of the Agreement, Customer's prepaid licenses for Licensed Software shall not be terminated by virtue of any such Insolvency Proceeding. In any event, Symantec retains all rights and interests under all applicable law, including without limitation, all rights set forth in 11 U.S.C. Section 365 in the United States, or other applicable laws in other jurisdictions, protecting the Licensed Software and Symantec's rights in connection with such software.

(d) *Survival*. The provisions of this Agreement regarding confidentiality, restrictions on use of intellectual property, limitations on liability and disclaimers of warranties and damages, 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, except where termination is for Cause or insolvency, as set forth above.

#### 15. General

15.1 Governing Law; Severability; Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. 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, 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 Symantec's prior express written consent. Such consent shall not be unreasonably withheld or delayed.



However, Customer may assign this Agreement in whole pursuant to a change of control in the ownership of Customer, by written notice to Symantec.

15.3 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. The terms of any mutually signed Addendum, these Master Terms, the Certificates, and the EULA shall apply in that order of precedence, in the event of any conflict between or among such documents. Together such terms are the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersede any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the parties regarding such subject matter. This Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, except for terms describing price and quantity, even if signed and returned.

15.4 Government Rights. The Licensed Software and Documentation have been developed exclusively at private expense and is customarily provided to the general public and are therefore deemed to be "commercial computer software" and "commercial computer software documentation" as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software and Documentation by the State Government shall be solely in accordance with the terms of this Agreement.

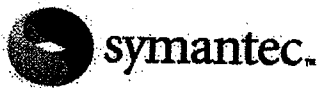
15.5 Force Majeure. Each party shall be excused from performance (other than payment obligations) for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable 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.

15.6 Notices. All notices required to be sent hereunder shall be in writing addressed to the party's corporate headquarters, with a simultaneous cc: to the attention of the receiving party'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.

15.7 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.

15.8 Initial Addenda. The parties may execute Addenda under this Agreement from time to time by mutual written agreement. This Agreement is initially executed with the following Addendum/Addenda, the terms of which are incorporated by this reference:

- |   |   |
|---|---|
| <input type="checkbox"/> Site License Addendum A      | <input type="checkbox"/> Services Addendum    |
| <input type="checkbox"/> Maintenance/Support Addendum | <input type="checkbox"/> Other (See attached) |



Agreed and Accepted as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date")

| CUSTOMER SIGNATURE       |                                      |
|--------------------------|--------------------------------------|
| Customer (Company Name): | State of Nevada, Purchasing Division |
| Signature:               | <i>Marti Marsk</i>                   |
| Printed Name & Title:    | Marti Marsk, Purchasing Officer      |
| Date Signed:             | 12/27/07                             |

| SYMANTEC SIGNATURE    |                             |
|-----------------------|-----------------------------|
| Signature:            | <i>[Signature]</i>          |
| Printed Name & Title: | Tom Nicholson SR Supervisor |
| Date Signed:          | 20/DEC/07                   |

