



ENTERPRISE DISTRIBUTOR AGREEMENT

For Canadian Public Sector Business

Distributor Name:	Carahsoft Technology Corp.
Address:	Address: 11493 Sunset Hills Road, STE 100 Reston, VA 20190 Country: USA
Distributor Affiliate Name:	Carahsoft Canada Inc.
Address:	Address: 7 Bayview Station Road Ottawa, Ontario K1Y 2C5 Country: Canada
Veritas Agreement Number (VAN):	DIS117468.01
Effective Date:	Effective upon date of last signature 03-OCT-2023

This Enterprise Distributor Agreement for Canadian Public Sector Business ("Agreement") is entered into as of the date inserted above (the "**Effective Date**") by and among Veritas, as defined below ("**Veritas**") and the channel partner Distributor identified above ("**Distributor**") and the Distributor Affiliate identified above ("**Distributor**") (each a "**Party**"; collectively the "**Parties**").

1. DEFINITIONS.

"**Appliance**" means a hardware device provided by Veritas that is (i) designed to tightly integrate and operate with designated Licensed Software and (ii) shipped with such designated Licensed Software either preinstalled, preloaded, or as a separate media kit.

"**Auto-billing**" has the meaning in Section 5.

"**Buying Programs**" (sometimes also referred to as "**Licensing Programs**") means Veritas' then-current sales programs through which Veritas makes available certain Veritas Offerings for purchase by End Users.

"**Certificate**" means the machine-generated certificate sent to the End User by Veritas to confirm a purchase of the applicable Veritas Offering(s).

"**Confirm Renew**" has the meaning in Section 5.

"**Documentation**" means the user manuals and release notes accompanying the Veritas Offerings.

"**End User**" means a licensee of Veritas Offerings who acquires such Veritas Offerings for use in accordance with its applicable End User Terms, either (a) for its internal use rather than for distribution or sublicensing, or (b) for use as an authorized service provider, all as provided in such End User Terms.

"**End User Terms**" means Veritas' end user terms of use for the applicable Veritas Offering (which may be the applicable license agreement, hardware warranty agreement, and/or a Certificate accompanying the Veritas Offering) and/or any superseding or supplemental agreement terms the End User may have executed with Veritas.

"**Enterprise Channel Operations Guide**" has the meaning set forth in Section 4 hereof.

"**Hardware**" means any hardware device provided by Veritas other than Appliances.

"**Hosted Services**" are Services that Veritas designates as software-as-a-service, cloud or hosted solutions.



“Licensed Software” means the Veritas software products in object code form that are commercially available on Veritas’ applicable in-country Price List in effect at the time of Company’s Order, and any Updates provided under Maintenance/Support

“Maintenance/Support” means Veritas’ maintenance/technical support services for Licensed Software, Hardware, or an Appliance, ordered by Distributor and provided by Veritas to End Users.

“Order” means a purchase order or similar document listing the required products and services information, which is provided to Veritas either electronically, via facsimile or by actual delivery, and that is accepted by Veritas as an order for the applicable Veritas Offerings under Veritas’ then-current policies.

“Price List” means Veritas’ then-current applicable list of Distributor prices for those Veritas Offerings available to Distributor within the Territory, and under the applicable Buying Program if any, in effect at the time of Distributor’s Order, as specified by Veritas from time to time.

“Reseller” means an entity authorized by Distributor to resell Veritas Offerings to End Users in the Territory.

“Services” means Veritas’ installation, implementation, configuration, education, Hosted, or other consulting services offerings, that are commercially available on the applicable Veritas Price List at the time of Distributor’s Order.

“Term” means the term of this Agreement as set forth in Section 13.1 hereof.

“Territory” means the geographic area(s) in which Distributor is authorized to order (“Ordering Territory”) and in which Distributor is authorized to distribute Veritas Offerings (“Distribution Territory”) as specified in Exhibit A hereto or a subsequent product exhibit.

“Trademark(s)” means the word mark or the Veritas logo, the applicable Veritas Offering trademarks and any other trademarks and service marks adopted by Veritas to identify its products and services.

“Veritas Offering(s)” means individually or collectively, the Veritas Appliances, Hardware, and Licensed Software products, including related Documentation, Maintenance/Support and/or Services, that are commercially available on Veritas’ Price List at the time of Distributor’s Order. “Veritas Offerings” also includes media to the extent ordered.

2. APPOINTMENT AND RIGHTS GRANTED

2.1 Appointment as Distributor. Solely in the context of transacting Canadian Public Sector business as contemplated by this Agreement, Distributor and Distributor Affiliate will be entitled to the benefits of and will perform and adhere to the terms and conditions of the Agreement. As a result, when the term “Distributor” is used below, it shall mean Distributor or Distributor Affiliate, as applicable. As used in this paragraph, “Canadian Public Sector” business shall be as defined in Exhibit A hereto.

Subject to the terms and conditions set forth in this Agreement, Veritas appoints Distributor and Distributor accepts appointment as an independent, nonexclusive distributor of the Veritas Offerings listed on **Exhibit A**, subject to the limitations set forth therein and within the Territory, during the Term. Veritas reserves the right to distribute the Veritas Offerings, directly and indirectly through all channels, including, through original equipment manufacturers, Resellers, other distributors, and/or integrators.

2.2 Distribution Rights

(i) Authorization for Veritas Offerings. Subject to Distributor’s compliance with this Agreement, Veritas grants Distributor the non-exclusive, non-transferable right during the Term to order and distribute Veritas Offerings to Resellers for resale to End Users. . Distributor shall only distribute to Resellers, not directly to End Users, except as may be otherwise approved by Veritas on a case by case basis. Distributor is permitted to place orders in the Ordering Territory, for resale to End Users located in the Distribution Territory, except as may otherwise be approved by Veritas on a case by case basis.



(ii) **Authorization for Restricted Veritas Offerings and Buying Programs.** Distributor acknowledges that certain Veritas Offerings may be restricted in nature (i.e., not generally available to all distributors or resellers) and that distribution under certain Buying Programs, Veritas promotions or programs and/or related price lists may entail additional requirements. To the extent Veritas authorizes Distributor to participate in distributing such restricted offerings or participating in restricted programs, Distributor's authorization is subject to Distributor's compliance with Veritas' then-current requirements.

(iii) **Reseller Authorization.** Veritas grants Distributor the right to appoint third parties as Resellers to market and distribute the Veritas Offerings under this Agreement. Distributor is not required to enter into a written agreement with such Resellers (a "Reseller Agreement"), however, if Distributor and Reseller do so, then such Reseller Agreement shall contain at a minimum terms binding the Reseller to provisions substantially similar to those contained in Sections 2.3 (Restrictions), 2.5 (Proprietary Rights), 3.1 (Trademarks); 3.3 (Marketing Practices); 8.1 (End User warranty); 11 (Confidentiality); 12 (Records and Verification); 13.5 (Effect of Termination); 14.1(iii) (Anti-Corruption Laws); 14.1(iv) Export Controls); and 14.6 (Governing Law), hereof and any Territory restrictions outlined in **Exhibit A**. If Distributor does not execute Reseller Agreements it shall instead be under an obligation to notify Reseller of the terms set forth above and of the fact that by purchasing Veritas Offerings from Distributor, Reseller shall be bound by such terms. To the extent Distributor becomes aware of a Reseller's noncompliance with the terms of this provision, Distributor shall notify the Reseller of its noncompliance and, if the Reseller does not cure the non-compliance within thirty (30) days of such notice, shall cease to accept orders for the Veritas Offerings from such non-compliant Reseller and shall notify Veritas of such termination and the reasons therefor.

(v) **Availability of Veritas Offerings.** Veritas reserves the right, in its sole discretion, to modify the list of Veritas Offerings available for distribution by Distributor under **Exhibit A**, by notice to Distributor. Veritas is not obligated to offer future products, maintenance/support, or services on the same terms and/or conditions stated in this Agreement.

(v) **Hosted Services.** The Channel Operations Guide described in Section 4 includes certain solution-specific additional requirements for Hosted Services. If Distributor is unable or unwilling to comply with the additional requirements for Hosted Services set forth in the Channel Operations Guide, Distributor is unable to sell or may be deauthorized from selling Veritas Hosted Services, even if such Hosted Services are available on a price list provided to Distributor.

2.3 Restrictions. Except as may be otherwise specified in this Agreement, Distributor shall not: (i) use or duplicate the Veritas Offerings for any purpose; (ii) make the Veritas Offerings available to unauthorized third parties; (iii) cause or permit any party to procure the Veritas Offerings from the Distributor to sublicense, timeshare, resell, rent or lease the Veritas Offerings to others; (iv) resell or purport to resell or license Veritas Offering licenses under terms other than the End User Terms; (v) cause or permit the reverse engineering, disassembly, decompilation or other attempt (a) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanism in the Veritas Offerings, or (b) to derive the source code of the underlying ideas, algorithms, structure or organization from Veritas Offerings except to the extent permitted by law; (vi) distribute or allow Resellers to distribute the Veritas Offerings to individuals or entities other than the applicable End User for which such items were ordered; (vii) obtain Veritas Offerings from any source other than Veritas; or (viii) distribute Veritas Offerings to individuals or entities other than Resellers.

2.4 End User Terms.

(i) Veritas Offerings are provided to End Users for use in accordance with the applicable End User Terms.

(ii) Maintenance/Support is provided to End Users by Veritas subject to Veritas' then-current End User Terms, including, without limitation, the applicable Certificate and maintenance/technical support policies and processes.



(iii) Services are performed in accordance with Veritas' applicable services terms between Veritas and the applicable End User.

With respect to the terms of use or performance of Veritas Offerings, Distributor shall not provide an End User with different terms and conditions, require the Reseller to provide an End User with different contractual provisions, or require the End User to enter into any terms and conditions other than the applicable Veritas End User Terms set forth above. For clarity, notwithstanding any third party contract terms agreed to by Distributor, Veritas' End User Terms are the sole terms between Veritas and End User, unless both parties agree in writing otherwise.

2.5 Proprietary Rights. Veritas retains all right, title and interest in the Veritas Offerings. Neither Distributor, the End User, nor any Reseller shall acquire any rights in the Veritas Offerings other than those specified in this Agreement. Distributor shall take all reasonable measures to protect Veritas' proprietary rights in the Veritas Offerings.

3. MARKETING

3.1 Trademarks. Distributor shall have a non-exclusive, non-transferable license to use the Trademarks solely to refer to the Veritas Offerings and solely in connection with Distributor's distribution, advertising and promotion of the Veritas Offerings as authorized under this Agreement. Distributor will have no rights in such marks except as expressly set forth herein and as specified by Veritas in writing from time-to-time. Distributor agrees not to use the Trademarks or any other mark likely to cause confusion with the Trademarks as any portion of the Distributor's trade name or trademark for its business, services or other products. Distributor shall comply with any marketing and trademark guidelines provided by Veritas from time-to-time, including, without limitation, the trademark usage guidelines at <https://www.veritas.com/company/legal/trademark-usage>. The Distributor agrees not to remove and to include all applicable copyright and Trademarks, and Trademark notices of Veritas as they appear on or in the Veritas Offerings and in all advertisements and marketing materials provided or approved by Veritas. Distributor shall not market the Veritas Offerings in any way that implies that such are the proprietary product of the Distributor or of any party other than Veritas. Any goodwill in the Trademarks that results from the Distributor's use shall inure solely to the benefit of Veritas. Distributor shall immediately cease or suspend use of the Trademarks in any marketing material if Veritas notifies the Distributor in writing that the use of the Trademarks does not comply with Veritas marketing and trademark guidelines.

3.2 Press Releases. Before publishing any press releases referencing the Trademarks, Distributor shall obtain Veritas' prior written consent.

3.3 Marketing Practices. In marketing and distributing the Veritas Offerings, Distributor shall refrain from (i) engaging in any deceptive, misleading, illegal, or unethical practices; and (ii) making any representations, warranties, or guarantees concerning the Veritas Offerings that are inconsistent with or in addition to those made by Veritas. Distributor and its employees, consultants, representatives, agents or affiliates shall not make any warranty or representation, express or implied, on behalf of Veritas.

4. ORDERS

4.1 Orders. Each Order for Veritas Offerings shall reference the Veritas Agreement Number (VAN) assigned to this Agreement. All Orders shall include sufficient information reasonably requested by Veritas to enable completion of such Order. All Orders are subject to acceptance and validation by Veritas.

4.2 Veritas Ordering Entities. Distributor shall place its Orders in the authorized Ordering Territory only, to the relevant Veritas entity/ies based on the location of the End User. Corresponding invoices and payments shall be processed with each such Veritas entity. Where applicable, each of the "Veritas" entities shall be deemed to provide, perform, and grant the applicable Veritas Offerings license or right, and perform related Services and/or Support for their respective geographic region. Veritas reserves the right,



on prior written notification, to update the participating Veritas entity/ies and their respective geographic mapping.

Geographic Area/Country	Veritas Entity
The country of Canada	Veritas Canada Ltd.

4.3 CHANNEL OPERATIONS GUIDE. Veritas' requirements and processes for its distribution operations with Distributor, including but not limited to Order acceptance and processing, return merchandise authorization, sell-through reporting, , or and solution-specific additional requirements for Hosted Services and Appliances, shall be as referenced in Veritas' then-current Channel Operations Guide. The Channel Operations Guide is incorporated into this Agreement by this reference. From time to time, Veritas may update the Channel Operations Guide as further described therein. If there is any conflict between a provision in the Channel Operations Guide and the terms of this Agreement, the terms of the Agreement shall govern.

5. PRICING AND PAYMENT

5.1 Pricing. Distributor's price for the Veritas Offerings shall be as set forth in **Exhibit A** hereto.

5.2 Taxes, Tariffs, Fees. Veritas' prices and license fees do not include any national, state or local sales, use, value added or other taxes, customs duties, or similar tariffs and fees which Veritas may be required to pay or collect upon the sale or delivery of Veritas Offerings or upon collection of the sales price. Should any tax or levy be made, Distributor agrees to pay such tax or levy and indemnify Veritas for any claim for such tax or levy demanded. Distributor represents to Veritas that all Veritas Offerings acquired hereunder are for redistribution in the ordinary course of Distributor's business, and Distributor agrees to provide Veritas with appropriate resale certificates and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any such taxes or fees. If Distributor is required by law to withhold taxes on payments made to Veritas under this Agreement, then Distributor must: (i) no more than thirty (30) days after invoice due date, provide Veritas with official receipts reflecting the actual amount of taxes withheld, which are adequate for Veritas to receive credit for such taxes paid; and (ii) minimize withholdings to the extent legally allowed, in order to protect Veritas' exposure to the limitation imposed by the government authorities for such credit. If Distributor fails to provide Veritas with such tax payment receipts, if applicable, then Distributor shall reimburse Veritas for any fines, penalties, taxes, and other governmental charges resulting from such failure.

5.3 Invoices. Veritas' invoices will include information required to enable payment, including references to commercial items as specified in Distributor's accurate Purchase Order. Veritas' invoices will be delivered by email to the email address specified by Distributor, unless otherwise agreed by the parties. For emailed invoices, the date of Veritas' email is the "invoice date" for purposes of this Section.

5.4 Payment Terms. Except as otherwise agreed by the Parties hereto, Veritas shall invoice Distributor for Orders as follows:

i. **Licensed Software, Appliances, Hardware:** Fees shall be invoiced upon shipment of the applicable Veritas Offering.

ii. **Maintenance/Support:** Fees are due and payable annually in advance, except for multi-year support Orders, which shall be invoiced and paid fully in advance unless otherwise approved by Veritas; First year Maintenance/Support shall be invoiced upon shipment of the applicable Veritas Offerings.

iii. **Services:** Except as otherwise mutually agreed by the Parties in writing, Veritas may invoice Distributor for Orders for Services in advance. Certain Services, where agreed with the End User, may be invoiced as Services are performed.



iv. **Payments.** Unless otherwise agreed to in a Product Exhibit, all payments shall be due and payable in Canadian dollars net thirty (30) days from date of invoice at the address designated by Veritas, free of any currency control or other restrictions to Veritas. This payment obligation shall be non-cancelable and any sums when paid shall be non-refundable. If Distributor in good faith disputes any invoice, Distributor is required to notify Veritas in writing of any such dispute at ordermanagement@veritas.com within ten days of invoice date with all relevant details. Fees due from Distributor shall not be subject to set off for any claims against Veritas or any returns. Distributor shall not be relieved of its obligation to pay fees owed to Veritas based on the non-payment of fees by a Reseller or End User. Where Distributor fails to satisfy its obligations to make timely payments hereunder, Veritas reserves the right to vary, change or limit the amount or duration of credit to be allowed to Distributor, either generally or with respect to any specific Order, until such time as Distributor demonstrates a return to timely payment practices consistent with the requirements of this Agreement.

v. **Late Fees.** Any amounts payable by Distributor hereunder which are unpaid after due date may be subject to a late payment fee not to exceed one percent (1%) per month or (ii) the highest rate permissible by law, whichever is less. In addition, if Distributor is overdue on any payment of an invoice to Veritas hereunder, and has failed to remedy the non-payment within 10 (ten) days of receiving a written reminder from Veritas, then, Veritas reserves the right upon ten (10) days prior notice to suspend the delivery of all or part of accepted but undelivered Orders, until the overdue sums have been paid.

vi. **Purchase Order Terms.** The terms of this Agreement shall supersede any different, inconsistent or preprinted terms in any Distributor purchase order or other ordering document, regardless of whether Veritas signs and returns such document, unless both parties mutually agree that such other terms will apply through a written modification of this Agreement in accordance with Section 14.5 hereto.

5.5 Confirm Renewal/Auto-Billing Renewal Veritas Offering. Veritas will advise Distributor when Confirm Renewal/Auto-Billing Renewal applies to a particular Veritas Offering. Excepting only for certain Veritas Product Offerings for which Confirm Renewal/Auto-Billing Renewal is provided according to their Documentation (and subject to End User's "opt out" option for all such products, as provided therein) any provisions for automatic or deemed renewals do not apply.

(a) **Confirm Renewal.** Veritas may sell term-limited/subscription Veritas Offering(s) renewed on a Confirm Renew basis. "**Confirm Renew**" means the underlying Veritas Offering may auto-renew with the end user, but a renewal order from Distributor is required for Veritas to invoice Distributor for the end user's renewal period.

(b) **Auto-Billing Renewal.** Alternatively, Veritas may sell term-limited/subscription Veritas Offering(s) which Veritas identifies as renewing on an "Auto-Billing" basis. "**Auto-Billing**" renewal, shall mean the automatic renewal of the underlying Veritas Offering and related payment obligations, if such Veritas Offering is not otherwise properly cancelled, with corresponding billing of Distributor by Veritas for such renewal period, all without Distributor generating a renewal order. The parties agree the following additional terms apply for Veritas Offering renewing on an Auto-billing model:

1. **Consent to be Invoiced.** Distributor agrees that Veritas may invoice Distributor, and Distributor shall pay Veritas, for End Users' renewal periods. Veritas' ability to invoice for renewals in the Auto-billing model, and Distributor's payment obligation, is not subject to Distributor's having placed a renewal order for such renewal, nor Distributor's having received a renewal order or payment from its Reseller for such End User.

2. **Opt-Out.** Notwithstanding the preceding paragraph, Distributor is not responsible to pay for renewal periods where the End User (directly or through its Reseller) has notified Veritas of non-renewal of the Veritas Offering(s) for such renewal period, through Veritas' then-current "opt out" notification process for such solution.



3. No Renewal PO Required. Distributor agrees that Veritas invoice(s) for renewal period(s) of the applicable Veritas Offering(s) may, at Veritas' option, continue to reference the Distributor purchase order provided for the initial-term of such Veritas Offering.

4. Management of Resellers. Distributor shall manage operations and auto renewal of the Resellers to whom it distributes such Veritas Offerings, via requiring such Resellers to contractually agree to minimum flow down terms with Distributor. Such minimum flow-down terms include assuring that participating Resellers have agreed to invoice, and be invoiced, for End User's renewal periods, and that such Resellers will provide or procure that its End Users provide any fulfillment/activation/provisioning data which may be required by Veritas to fulfill/activate/provision the applicable Veritas Offering.

5. Notices. Distributor shall send renewal reminder notifications to its Resellers, at the frequency indicated by Veritas in the Operations Guide, in the period of time preceding the anniversary of the End User's subscription term for the applicable Veritas Offering.

6. VERITAS COMPANY OR PRODUCT ACQUISITIONS. Distributor acknowledges that during the Term of this Agreement, Veritas may acquire rights to additional products and related services via merger or acquisition. In the event that Veritas acquires any company (or the products of any company) that has in force a reseller or distribution agreement with Distributor, then at Veritas' election and upon written notice to Distributor, Veritas reserves the right to terminate such agreement in order for it to be superseded by this Agreement.

7. DELIVERY; SHIPMENT

7.1 Delivery. Delivery of all items shall be Ex Works (EXW) Veritas' shipping point – Incoterms[®] 2010. For any tangible Veritas products, title passes to Distributor when such items are made available to the carrier at Veritas' shipping point.

7.2 Shipping. Distributor shall be responsible for all shipping, freight, and insurance charges, and will bear the risk of loss or damage in transit.

8. WARRANTY

8.1 End User Warranty. Veritas warrants the Veritas Offerings TO THE END USER ONLY pursuant to the express terms and conditions of the End User Terms. Distributor shall be solely responsible for any claims, warranties or representations made by Distributor or Distributor's employees or agents which differ from or are in addition to the warranty provided by Veritas in the applicable End User Terms.

8.2 Warranty Disclaimer. THE VERITAS OFFERINGS ARE PROVIDED BY VERITAS TO THE DISTRIBUTOR "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND. VERITAS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE AND ANY STATUTORY WARRANTIES OF NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. IN NO EVENT, REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOSSES, EXPENSES, OR COSTS OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR LIABILITY ARISING FROM VERITAS' OBLIGATIONS UNDER SECTION 10.1 (VERITAS INDEMNIFICATION OF DISTRIBUTOR), DISTRIBUTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.2 (INDEMNIFICATION BY DISTRIBUTOR) OR FROM DISTRIBUTOR'S BREACH OF ITS PERMITTED SCOPE OF AUTHORIZED USE OR DISTRIBUTION UNDER THIS AGREEMENT OR LIABILITY ARISING FROM BREACH OF SECTION 11 (CONFIDENTIALITY), AND REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL EXCEED THE FEES PAID OR OWED BY THE



DISTRIBUTOR TO VERITAS DURING THE SIX (6) MONTHS PRECEDING THE CIRCUMSTANCES FIRST GIVING RISE TO THE CLAIM OF LIABILITY. FURTHER, IF SUCH DAMAGES RESULT FROM THE DISTRIBUTOR'S USE OR DISTRIBUTION OF A VERITAS OFFERING PROVIDED UNDER THIS AGREEMENT, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID OR OWED FOR THE RELEVANT VERITAS OFFERING GIVING RISE TO THE CLAIM.

10. INDEMNIFICATION

10.1 Veritas' Indemnification of Distributor.

- (i) Veritas agrees, at its expense, to defend, indemnify and hold Distributor harmless from any claim made against the Distributor that the Veritas Offerings infringe an intellectual property right of a third party, and shall pay any and all damages awarded against Distributor by a court and actually paid by Distributor (or agreed upon by Veritas in settlement) and attributable to such claim. Veritas' obligations under this provision are subject to Distributor's doing the following: (a) notifying Veritas of the claim in writing as soon as Distributor learns of it; (b) providing Veritas all reasonable assistance and information to enable Veritas to perform its duties under this section; (c) allowing Veritas sole control of the defense and all related settlement negotiations; and (d) not having compromised or settled such claim. Notwithstanding the foregoing, Distributor may participate at Distributor's expense in the defense of any such claim with its own counsel, provided Veritas retains sole control of the suit. Distributor has the right to approve any settlement that affirmatively places on Distributor an obligation that has a material adverse effect on Distributor other than the obligations to cease using the affected Veritas Offering or to pay sums indemnified hereunder. Such approval shall not be unreasonably withheld.
- (ii) Veritas shall have no obligation to defend or indemnify the Distributor for any claim that is based on: (a) modification of the Veritas Offering other than by Veritas; (b) continued use of an infringing Veritas Offering or release after Veritas, for no additional charge, supplies or offers to supply modified or replacement non-infringing Veritas Offering as contemplated under 10.1(iii) below; or (c) the use of the Veritas Offering other than in accordance with the Documentation and this Agreement; or (d) combination, use or operation of the Veritas Offering with any software, hardware, data or other materials not specifically authorized by Veritas to be combined with the Veritas Offering as listed in the Documentation, where such infringement would not have occurred but for such combination, use or operation.
- (iii) If a Veritas Offering is held or may be held, in Veritas' opinion, to infringe, Veritas shall either: (a) obtain for the Distributor the right to continue to distribute the applicable Veritas Offering under the terms of this Agreement; (b) modify the Veritas Offering to be non-infringing or replace it with a non-infringing equivalent substantially comparable in functionality, in which case Distributor shall stop distributing any infringing version of the Veritas Offerings; or, if Veritas determines in its sole opinion that (a) and/or (b) are not commercially reasonable, then (c) terminate Distributor's authorization to distribute such the applicable Veritas Offering(s) as set forth in this Agreement.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THIS SECTION STATES DISTRIBUTOR'S SOLE AND EXCLUSIVE REMEDY AND VERITAS' SOLE AND EXCLUSIVE LIABILITY, REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

10.2 Distributor's Indemnification of Veritas. Distributor shall indemnify, defend and hold Veritas harmless from any costs or damages (including attorneys' fees) resulting from third party claims against Veritas arising from (i) Distributor's use of any product or service not provided by Veritas but used in combination with the Veritas Offerings, if such claim would have been avoided by the exclusive use of the



Veritas Offerings; and (ii) Distributor's (including its representative's) breach of any of the Distributor's obligations under Sections 2.2(iii)(Reseller Authorization), 2.4 (End User Terms), 14.1(iii) (Anti-Corruption Laws), and 14.1(iv) (Export Control).

11. CONFIDENTIALITY. "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"). Veritas' Confidential Information shall include, without limitation all Veritas Offerings, proposed new software products, and pricing, regardless of whether such information is marked as confidential or proprietary. Distributor's Confidential Information shall include, without limitation, Distributor's existing and proposed programs, services, prices, offerings, regardless of whether such information is marked as confidential or proprietary. The existence, terms and pricing under this Agreement shall not be disclosed without the prior written consent of either Party hereto. 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 affiliates, 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.

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: (a) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (b) discloses only as much of the Confidential Information as is required. 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.

Each Party will retain all right, title and interest to such Party's Confidential Information. 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.

12. RECORDS AND VERIFICATION. Distributor agrees to maintain accurate business records of its activities under this Agreement, including, without limitation, information pertaining to the number of Veritas Offering licenses distributed and/or the number of Veritas Offerings held in inventory. In addition, the Distributor shall keep Reseller Agreements, if any, or copies of published reseller requirements, and shall allow Veritas to inspect such information as specified in this section. Once during a twelve (12) month period, Distributor shall permit Veritas or its representative to examine such records and, to the extent Distributor has received access to Veritas Offerings, to examine distributor's records and systems, to confirm compliance with this Agreement. Veritas shall give Distributor ten (10) days prior written notice



before commencement of any such audit. Any such audit shall be conducted during the Distributor's regular business hours in such a manner as not to unreasonably interfere with normal business activities of Distributor. Distributor agrees to pay Veritas any underpayments reported from such audit immediately upon receipt of invoice. The costs of conducting such audit will be paid by Veritas unless the audit discloses that Distributor's underpayment of fees due exceeds five percent (5%) of the fees owed for the period audited, in which case Distributor shall pay for the costs of the audit.

13. TERM AND TERMINATION

13.1 Term. This Agreement shall commence on the Effective Date and will continue in effect until terminated in accordance with Section 13.2 below.

13.2 Termination. Either Party may terminate this Agreement as follows:

- (i) For its convenience upon thirty (30) days prior written notice to the other Party; or
- (ii) For the other Party's material breach, if such breach remains uncured ten (10) days after the non-breaching Party has provided prior written notice of such breach with sufficient detail to identify such breach; or
- (iii) Immediately upon written notice if Distributor becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors if such petition or proceeding is not dismissed within thirty (30) days of filing.

13.3 Existing Orders Upon Termination. Any existing Order(s) that were received prior to notice of termination of this Agreement shall continue and be governed by the terms of this Agreement until the fulfillment or expiration of such Order(s).

13.4 Orders After Termination Notice. If notice of termination of this Agreement is given under Sections 13.2 hereof, Veritas shall be entitled to reject all or part of any Orders received from Distributor after notice but prior to the effective date of termination. For any termination of this Agreement, and notwithstanding any credit terms made available to Distributor prior to such notice, Veritas may require payment by wire transfer, confirmed irrevocable letter of credit or certified or cashier's check for Orders placed after notice of termination.

13.5 Effect of Termination. Upon termination or expiration of this Agreement, Distributor shall forthwith cease its use of all Trademarks and shall not thereafter use any mark which is confusingly similar to any trademark associated with the affected Veritas Offering.

13.6 Survival. The Parties' rights and obligations under the following provisions shall survive termination of this Agreement: Sections 5.3 (Payment Terms), 8.1 (End User Warranty), 9 (Limitation of Liability), 10 (Indemnification), 11 (Confidentiality), 12 (Records and Verification), 13.3 (Existing Orders Upon Termination), 13.4 (Orders After Termination), 13.5 (Effect of Termination), 13.6 (Survival), 14.1(i) (Compliance with Laws), 14.1(iii) (Anti-Corruption Laws), 14.1(iv) (Export Controls), 14.3 (Notices), 14.6 (Governing Law).

14. MISCELLANEOUS

14.1 Compliance and Government Rights

(i) **Compliance with Laws.** Each Party shall comply with all applicable laws, rules and regulations in connection with its activities under this Agreement, and shall obtain and maintain all permits, licenses and government registrations necessary or appropriate to perform its obligations under this Agreement. Upon the other Party's request, each Party shall provide written assurances of such compliance as to a particular law, rule, regulation, permit, license or registration.

(ii) RESERVED



(iii) Anti-Corruption Laws and Veritas Partner Code of Conduct. (a) Distributor (including its officers, directors, employees, agents and any person under its control) shall comply with, and shall require its contractors, subcontractors and any contingent workers to comply with, any and all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act. Without limiting the foregoing, Distributor (including its officers, directors, employees, agents and any person under its control) shall not, directly or indirectly, make, promise to make, or accept any payment, offer or transfer of anything of value in connection with this Agreement or any other business transaction relating to Veritas, to: (i) anyone working in an official capacity for a non-U.S. government, government entity (including employees of government owned or controlled corporations) or public international organization; (ii) any political party, party official, or candidate for political office; (iii) an intermediary for payment to any of the foregoing; (iv) any officer, director, employee of any actual or potential customer of Veritas; (v) any officer, director or employee of Veritas or any of its affiliates; or (vi) any other person or entity if such payment, offer or transfer would violate the laws of the country in which made or the laws of the United States of America. It is the intent of the Parties that no payments, offers or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity. Distributor shall cooperate fully in Veritas' efforts to enforce the terms of this provision, including but not limited to (i) providing upon request from Veritas a certification of compliance with this provision on Veritas' then-current form, signed by an authorized representative of Distributor; and (ii) providing reasonable co-operation at Distributor's expense with respect to any investigation relating to this provision. (b) Distributor agrees to conduct its business in a manner consistent with, and no less strict than the then-current Veritas Partner Code of Conduct available at: www.veritas.com/company/legal or any other then-published Veritas Anti-Corruption policies.

(iv) Export Controls. Veritas Offerings are subject to U.S. (including, but not limited to, the U.S. Department of Commerce Export Administration Regulations ("EAR") and the U.S. Office of Foreign Assets Control ("OFAC") regulations), European Union, Singapore, and other government export controls and sanctions regimes, and to the import regulations of applicable jurisdictions. Diversion contrary to U.S. or other applicable law of Veritas Offerings is prohibited. Distributor agrees to comply with all such applicable export controls and economic sanctions laws and regulations. Distributor is prohibited from exporting or re-exporting Veritas Offerings: (i) to any embargoed or sanctioned country or region, including Cuba, Iran, North Korea, Syria, and the Crimea Region of Ukraine; (ii) to any party listed on the U.S. Commerce and Treasury Departments lists (e.g., Denied Persons List, Specially Designated Nationals), or other such lists published by the U.S., the European Union, and applicable jurisdictions; (iii) to any country to which such export or re-export is restricted or prohibited, or to which an export license or other governmental approval is required, without first obtaining such license or approval; (iv) to any military entity or to any other entity for any military purpose, nor for use in connection with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, without first obtaining any required export license or other governmental approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of U.S. or other applicable jurisdictions. For physical products, Distributor shall serve as Importer of Record for customs purposes in applicable jurisdictions, and in certain cases, Exporter of Record. Distributor shall be responsible for paying all customs duties, import fees and other applicable charges upon importation of Veritas Offerings. More information can be found at: <https://www.veritas.com/about/legal/export-compliance>.

(v) Data Protection. (a) Where the processing of the personal data provided by Veritas to Distributor under this Agreement is subject to (i) the General Data Protection Regulation (EU) 2016/679 and any legislation in force from time to time in any jurisdiction which implements it; (ii) any legislation in force in any jurisdiction implementing Directive 2002/58/EC or any successor thereof; and (iii) any other applicable national privacy legislation or regulations ("Data Protection Legislation"), Distributor shall process such Personal Data in accordance with the Data Processing Terms at www.veritas.com/privacy. (b) In certain



situations when providing Veritas Solutions, Veritas and Distributor shall both act as an independent Data Controller (as defined in Data Protection Legislation) in relation to their respective collection and processing of Personal Data. Both Veritas and Distributor agree to comply with their respective obligations under all applicable Data Protection Legislation. Additionally, Distributor shall process such Personal Data in its capacity as an Independent Data Controller in accordance with the Data Controller Terms at www.veritas.com/privacy.

14.2 Assignment. Distributor may not assign this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Veritas' prior written consent. For the purposes of this provision, a change in the persons or entities who control thirty-three percent (33%) or more of the equity, securities or voting interest of a Party (whether in a single transaction or a series of transactions) shall be considered an assignment.

14.3 Notices. Administrative communications from Veritas (such as routine Price List/product list updates or updates to the Enterprise Channel Operations Guide) may be transmitted to Distributor in writing via web publication, email or mail; administrative communications from Distributor may be transmitted in writing via email or mail. All other notices required to be sent hereunder shall be in writing, addressed to receiving party's current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party, and sent to the party's address as listed in this Agreement. Notices shall be effective upon receipt and shall be deemed to be received as follows: (a) if personally delivered by courier, when delivered or (b) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address. A Party may change its address/fax information by written notice to the other.

14.4 Relationship of the Parties. Each of the Parties is an independent contractor as to the other. Nothing contained herein shall be construed as creating any agency, partnership, franchise, or other form of joint enterprise between the Parties. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, nor to represent the other Party as agent, partner, franchisee, or in any other capacity. Nothing in this Agreement shall be construed to limit either Party's right to independently develop or distribute products that are functionally similar to the other Party's product, so long as proprietary information of the other Party is not used in such development. Distributor understands and agrees this contract does not constitute a "dealership" within the meaning of the Wisconsin Fair Dealership Act, Wis. Stat. Â§Â§ 135.01 et seq., and that Distributor is not a "dealer" for Veritas as defined by Wis. Stat. Â§ 135.02(2).

14.5 Entire Agreement. This Agreement is the entire agreement between the Parties related to the subject matter of this Agreement. The Agreement supersedes any written or oral agreements and representations between the Parties on this topic, including any verbal commitments or statements by employees of either Party that are inconsistent with this Agreement, the Veritas Partner Code of Conduct or the Channel Operations Guide. Any modifications to this Agreement must be in writing and signed by both Parties.

14.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws applicable therein, notwithstanding any language in any of those documents stating otherwise.

14.7 Language. It is the express wish of the parties that this Agreement and all related documents, including but not limited to the Certificates, any addenda, quotes, forms, invoices, statements, receipts, quittances and other communications, be drawn up in the English language only. Il est l'intention expresse des parties que la présente Convention et tous les documents y reliés, y compris, mais sans s'y limiter, les Certificats, tous addenda, devis, formulaires, factures, relevés, reçus, quittances et autres communications, soient rédigés uniquement en anglais.

The original of this Agreement has been written in English, and such version shall be the governing version of the Agreement. Any notices given or accounts or statements required hereby, or any documents



referencing any dispute, claim or controversy regarding this Agreement, shall be in English. Each Party waives any right it may have under any law or regulation to have this Agreement written in a language other than English.

14.8 Attorneys' Fees. In the event any litigation is brought by either Party in connection with this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party all the costs, reasonable attorney's fees and other expenses incurred by such prevailing Party in the litigation.

14.9 Waiver. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. A waiver of any breach or default shall not constitute a waiver of any other right for subsequent or other breach or default. Any waiver to be effective must be in writing signed by the waiving Party.

14.10 Severability. If any provision or part of this Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will remain in full force and effect.

14.11 Force Majeure. Each Party shall be excused from performance 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, failure to obtain export licenses or shortages of transportation, facilities, fuel, energy, labor or materials.

ATTACHMENTS

EXHIBIT A: Veritas Offerings, Pricing and Territory



Agreed and Accepted as of the Effective Date.

DISTRIBUTOR SIGNATURE

Carahsoft Technology Corp.	
11493 Sunset Hills Road, STE 100	
Reston, VA 20190, USA	
Signature:	<i>Craig P. Abod</i> <small>DocuSigned by: 194A3E2F43CC436...</small>
Printed Name & Title: Craig P. Abod, President	
Date Signed: 10/3/2023	

DISTRIBUTOR AFFILIATE SIGNATURE

Carahsoft Canada Inc.	
7 Bayview Station Road	
Ottawa, Ontario K1Y 2C5, Canada	
Signature:	<i>Craig P. Abod</i> <small>DocuSigned by: 194A3E2F43CC436...</small>
Printed Name & Title: Craig P. Abod, President	
Date Signed: 10/3/2023	

VERITAS SIGNATURE

Veritas Canada Ltd.	
1969 Upper Water Street Ste. 1300	
Purdy's Wharf Tower II	
Halifax, Nova Scotia B3J 3R7, Canada	
Signature:	<i>Gillian Smithies</i> <small>Gillian Smithies (Oct 3, 2023 11:23 PDT)</small>
Printed Name & Title:	Gillian Smithies HR Director
Date Signed:	Oct 3, 2023



Exhibit A

Veritas Offerings, Public Sector limitations, Pricing and Territory

- 1. Veritas Offerings:** Veritas Offerings consist of those items set forth on the Price List, including any cover sheet used in conveying the Price List, or as otherwise approved via Veritas' exception approval process, which are provided solely in the context of transacting Canadian Public Sector business for the benefit of Canadian Public Sector Customers, as contemplated under this Agreement.
- 2. Canadian Public Sector Business Limitation:** "Canadian Public Sector" business is defined as a transaction for or in support of business within the Canadian federal government, or province, or local territory local government markets. "Canadian Federal Government Customer" is defined as any governmental or regulatory authority, agency, commission, body, court or other legislative, executive or judicial governmental entity, in each case, that constitutes a part of the federal government of Canada and/or subcontractor supporting a Canadian Federal Government program, project, or effort. "Canadian Local Government Customer" is defined as to any executive, legislative or judicial branch of any province or local territory government entity within Canada and its territories or dependencies. A "Canadian Public Sector Customer" means any End User who is also a Canadian Federal Government Customer or Canadian Local Government Customer.
- 3. Pricing:** Distributor's price from Veritas for the Veritas Offerings shall be as set forth in the Price List provided to Distributor, or as otherwise approved via Veritas' exception approval process. For renewals of Veritas Offerings, Distributor's price from Veritas will be as specified in the applicable Veritas quote, or as otherwise agreed to by the parties.
- 4. Territory:** The "Territory" of this Agreement shall be as follows:

 - a. Ordering Territory: Canada
 - b. Distribution Territory: Canada