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16.2 **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software

16.3 **AUDIT.** An auditor, selected by Symantec and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Licensed Software complies with this License Agreement and the applicable License Instrument Symantec shall bear the costs of any such audit, except where the audit demonstrates that the Manufacturer's Suggested Reseller Price (MSRP) value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments In



such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse Symantec for the auditor's reasonable actual fees for such audit.

**16 4 GOVERNING LAW; SEVERABILITY; WAIVER.** If You are located in North America or Latin America, this License Agreement will be governed by the laws of the State of California, United States of America. If you are located in China, this License Agreement will be governed by the laws of the Peoples Republic of China. Otherwise, this License Agreement will be governed by the laws of England. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

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**17 2** Notwithstanding anything to the contrary contained in this License Agreement, if the Licensed Software is Symantec Endpoint Protection, each running instance (physical and/or virtual) of such Software must be licensed. You create an "instance" of software by executing the software's setup or install procedure. You also create an "instance" of software by duplicating an existing instance. References to software include "instances" of the software. You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

**17 3 Privacy; Data Protection.** From time to time, the Licensed Software may collect certain information from the device on which it is installed, which may include

- (i) Information regarding installation of the Licensed Software. This information indicates to Symantec whether installation of the Licensed Software was successfully completed and is collected by Symantec for the purpose of evaluating and improving Symantec's product installation success rate. This information will not be correlated with any personally identifiable information.
- (ii) Information on potential security risks as well as URLs of websites visited that the Licensed Software deems potentially fraudulent. This information is collected by Symantec for the purpose of evaluating and improving the ability of Symantec's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks. This information will not be correlated with any personally identifiable information.
- (iii) Portable executable files that are identified as malware. These files are submitted to Symantec using the Licensed Software's automatic submission function. The collected files could contain personally identifiable information that has been obtained by the malware without your permission. Files of this type are being collected by Symantec only for the purpose of improving the ability of Symantec's products to detect malicious behavior. Symantec will not correlate these files with any personally identifiable information. Such automatic submission function may be deactivated after installation by following the instructions in the Documentation for applicable products.
- (iv) The name given during initial setup to the device on which the Licensed Software is being installed. If collected, the name will be used by Symantec as an account name for such device under which you may elect to receive additional



services and/or under which you may use certain features of the Licensed Software. You may change the account name at any time after installation of the Licensed Software (recommended).

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- (vi) Other information used for purposes of analyzing and improving the functionality of Symantec's products. This information will not be correlated with any personally identifiable information.

The collected information as set out above is necessary for the purpose of optimizing the functionality of Symantec's products and may be transferred to the Symantec group in the United States or other countries that may have less protective data protection standards than the region in which You are situated (including the European Union), but Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection. Symantec may disclose the collected information if asked to do so by a law enforcement official as required or permitted by law or in response to a subpoena or other legal process. In order to promote awareness, detection and prevention of Internet security risks, Symantec may share certain information with research organizations and other security software vendors. Symantec may also use statistics derived from the information to track and publish reports on security risk trends. By using the Licensed Software, you acknowledge and agree that Symantec may collect, transmit, store, disclose and analyze such information for these purposes.

Certain features such as the Symantec Endpoint Protection Manager and the Gateway Enforcer may collect and store, on the customer side only, certain personally identifiable information such as user name, as well as non-personally identifiable information, which could be combined with personally identifiable information by You, subject to the terms of Your privacy policy. This information is not transmitted to or stored by Symantec, unless You voluntarily provide such information.

GLB Ent EULA Template v1 0\_STD English\_SYMC Endpoint Protection\_26February2008

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SHI INTERNATIONAL CORP.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and SHI International Corp., a New Jersey corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

A. The \_\_\_\_\_ State \_\_\_\_\_ of Arizona on June 3, 2011 entered into Contract Number ADSP011-007500, and subsequently the parties entered into various amendments to the contract (collectively, the "SHI Contract"), a copy of which is incorporated into this Linking Agreement by this reference.

B. The City is permitted to purchase the goods and services described in the SHI Contract without further public bidding, and the SHI Contract permits its cooperative use by other governmental agencies, including the City.

C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the SHI Agreement.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the State of Arizona under the SHI Contract, Contractor consents to the City's utilization of the SHI Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Agreement, the parties agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first set forth above and shall expire on June 2, 2014.
2. Scope of Work; Terms, Conditions, and Specifications.
  - a) Contractor will provide City the identical supplies, goods or services

Contractor provided the State of Arizona under the SHI Contract, as specifically identified and requested by the City in the proposal attached as Exhibit "A."

- b) Contractor agrees to comply with all the terms, conditions and specifications of the SHI Contract for the purposes of this Agreement, and the terms, conditions, and specifications are incorporated in this Linking Agreement by this reference. The "City of Glendale" shall be substituted for "State of Arizona" or similar reference to the State of Arizona throughout the SHI Contract.

3. Compensation.

- a) The total purchase price for the goods and services authorized in this Agreement is not to exceed Seven Hundred Seventy-One Dollars and Seventy-Four Cents (\$771.74) as indicated in the proposal attached as Exhibit "A."

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS OF THESE TERMS, the parties have executed this Agreement as of the date and year set forth above.

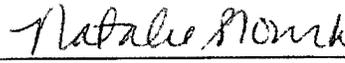
**“City”**

City of Glendale, an Arizona  
municipal corporation

By: 

**“Contractor”**

SHI International Corp.  
a New Jersey corporation

By: 

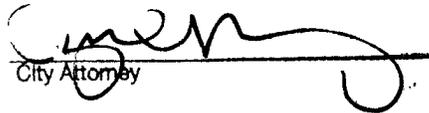
Name: Natalie Slowik

Title: Contracts Manager

**ATTEST:**

  
City Clerk

Approved as to form

  
City Attorney



Pricing Proposal  
 Quotation # 7602838  
 Created On 2/5/2014  
 Valid Until 3/7/2014

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## City of Glendale AZ

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**Daniel Soto**

6830 N 57th Dr  
 Glendale, AZ 85301  
 United States  
 Phone (623) 930-3146  
 Fax  
 Email DSoto@GLENDALEAZ.com

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## Inside Account Manager

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**Tom Wospil**

290 Davidson Ave  
 Somerset, NJ 08873  
 Phone 732-868-8795  
 Fax (732) 868-6421  
 Email Tom\_Wospil@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Windows 8 1 Pro - upgrade license Microsoft - Part# FQC-08220	3	\$122 00	\$366 00
2 Symantec Endpoint Protection - ( v 12 1 ) - license + 1 Year Essential Support - 1 user - GOV - Symantec Buying Programs Government - level A ( 5-249 ) Symantec - Part# 0E7IOZF0-E11GA	10	\$36 00	\$360 00
		Subtotal	\$726 00
		*Tax	\$45 74
		Total	\$771 74

\*Tax is estimated Invoice will include the full and final tax due

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### Additional Comments

SHI acknowledges that the City of Glendale is purchasing the products, services, or licenses included in this invoice pursuant to Arizona State Contract No ADSP0 11-007500 The will enjoy all the rights and remedies available to the State of Arizona under the above-referenced State contract

First time user for SHI Direct website? Please use the following information when registering

Arizona Gov't  
[http //www publicsector shidirect com/slg/az](http://www.publicsector.shidirect.com/slg/az)  
 Token: 8496  
 Access Key: BWB'UPBWYA

Arizona Hi-Ed  
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 Token 8393  
 Access Key UW9R45KM3'

Colorado Gov't  
[http //www publicsector shidirect com/slg/co](http://www.publicsector.shidirect.com/slg/co)  
 Token 8499  
 Access Key 3PQT94B6WZ

Colorado Hi-Ed  
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 Token 8396  
 Access Key HNN2133U65

Colorado K-12

## EXHIBIT A

http://www.publicsector.shidirect.com/k12/co  
Token 8445  
Access Key 45KMYUXE8X

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer*