



#### EMPLOYER BENEFITS AGREEMENT

<b>Partner Name:</b> Place of Incorporation: Registration Number (if applicable):	School Board of Sarasota County, Florida
<b>Partner Address:</b>	1960 Landings Blvd Sarasota, FL 34231
<b>Effective Date of this Agreement:</b>	October 12, 2021
<b>Enrollment Start Date:</b>	October 12, 2021
<b>Sales Account Manager:</b>	David Roan

This Employer Benefits Agreement (this “**Agreement**”) is entered into by and between NortonLifeLock Inc., a Delaware corporation, having its principal place of business at 60 E Rio Salado Pkwy, Ste 1000, Tempe, AZ 85281 (“**NortonLifeLock**”) and the partner named above (“**Partner**”) as of the effective date listed above (“**Effective Date**”).

#### RECITALS

A. NortonLifeLock and Partner desire to offer and promote the latest versions of certain Services to Partner’s employees in the Territory pursuant to the terms effected herein.

B. The Parties desire that Partner direct its employees to Partner’s benefits portal or platform where it will allow its employees to enroll in Services.

#### AGREEMENT

**1. Definitions.** Unless otherwise defined herein, the capitalized terms used in this Agreement, shall have the meanings given to them in **Exhibit A** attached hereto.

**2. Partner Responsibilities.** Partner represents and warrants that:

a. Partner will make the Services available to Eligible Persons solely in a manner consistent with NortonLifeLock’s written instructions and with the terms of this Agreement. Partner agrees that any questions/communications related to the Services or applications from any Eligible Person or Employee shall be referred to NortonLifeLock member services and shall not be serviced by Partner. Partner shall not, in any way, characterize the Services as insurance or credit repair services, or that NortonLifeLock is an insurer or insurance broker.

b. In the event that Partner maintains or displays any Documentation or other materials relating to the Services that are available to Eligible Persons or Employees, Partner will, within ten (10) business days of receipt from NortonLifeLock, comply with all written instructions from NortonLifeLock regarding the use, dissemination, update, removal, or addition of such Documentation or materials.

c. Partner warrants and represents that it will (i) obtain such Eligible Person’s affirmative consent and acceptance to receive the Services as a benefit, including agreeing to LifeLock’s then-current terms and conditions set forth in the License and Services Agreement and the NortonLifeLock Global Privacy Statement (available at <https://www.nortonlifelock.com/us/en/legal/license-services-agreement/>, and <https://www.nortonlifelock.com/us/en/privacy/global-privacy-statement/>, all prior to providing NortonLifeLock any information about the Eligible Person(s) and NortonLifeLock enrolling such Eligible Person(s) for Services, (ii) that have all necessary consent(s), rights and authority to provide data and personal data to LifeLock for processing consistent with the Agreement and the provision of Services; and (iii) retain and keep available for examination such consents and acceptances for the term of this Agreement and for a period of at least five (5) years thereafter. This section will not apply in cases where the Eligible Person(s) directly provide their enrollment information to NortonLifeLock (or NortonLifeLock’s designated administrator’s platform or website) and enroll directly with NortonLifeLock for such Services. Partner will provide any and all evidence of the aforementioned consents within forty eight (48) hours of NortonLifeLock’s request if such request is related to a regulatory inquiry. If not related to a regulatory inquiry, then Partner shall provide evidence of such consents within seven (7) business days.

d. Partner agrees that if any Eligible Person enrolls for the Services through a platform, website, or other method that was not created by NortonLifeLock or NortonLifeLock’s TPA, Partner must, prior to enrolling any Eligible Person, obtain NortonLifeLock’s prior written approval of such platform, website, or method.

e. Partner will reasonably inform NortonLifeLock of complaints from Prospective End Users or End Users or other problems encountered in connection with Partner’s performance of its obligations pursuant to this Agreement or in connection with NortonLifeLock’s rendering of the Services to End Users.

f. If Partner enters into a relationship with a third-party (broker, technology solution, etc.) to handle enrollment data, then the Partner is responsible for assessing the security of the third-party and ensuring that such third-party maintains security measures in accordance with such third-party's industry. NortonLifeLock is only responsible for assessing that the method of transmission of enrollment data between the Partner's selected third-party and NortonLifeLock (or NortonLifeLock's Third Party Administrator) is secure based on industry standards (SSL, TLS, Secure File Transfer, etc.).

g. If Partner uses a broker and such broker is expecting commissions from NortonLifeLock via a separate agreement, then Partner's enrollment into the Services and/or delivery of such Services may be delayed until Partner's broker has signed the necessary documentation.

**3. NortonLifeLock Responsibilities.** NortonLifeLock represents and warrants that to the extent applicable, it will track enrollment of End Users, Activation, and cancellation of Services through correspondence with Partner. Within a reasonable period of time after (i) a request by an Employee to Partner or NortonLifeLock, as applicable, and (ii) receiving Partner's subsequent notice to NortonLifeLock of such Employee request, NortonLifeLock will reasonably cooperate with Partner to add, delete, change, or cancel any Employee enrolled in the Services pursuant to the terms of this Agreement.

**4. PII.** If any PII relating to an End User is collected or disclosed in connection with this Agreement, each Party acknowledges and agrees that (i) it will not disclose, transmit or otherwise use such PII except as necessary to fulfill its respective obligations under this Agreement, or as expressly set forth in its respective privacy policy; and (ii) each Party has certain ownership and use rights in the same or similar PII provided to it by the End User and such PII will be and remain the separate confidential and proprietary information of that Party and subject to each Party's respective policies (including the NortonLifeLock Global Privacy Statement).

**5. Payment.** See **Exhibit B** for specific payment terms and applicable fees.

**6. Marketing.** Partner is authorized to communicate and promote the Services to its employees only, using Documentation solely to fulfill Partner's obligations, with no alterations or amendments, and in accordance with applicable laws. Any additional content or materials referencing this offer must be consistent with the content provided by NortonLifeLock or as otherwise pre-approved by NortonLifeLock. NortonLifeLock reserves all rights in its marks, names, copyrighted materials, trademarks and logos, and licenses its NortonLifeLock Marks and materials to Partner for use strictly and solely as provided herein. Partner will include correct NortonLifeLock Marks on all materials referencing the Services and not remove, cover, or alter any NortonLifeLock Marks, copyright, or other proprietary rights notice.

## **7. Relationships.**

**a. License and Services Agreement.** The terms and conditions set forth in the License and Services Agreement are solely between the End User and NortonLifeLock and will not be modified by Partner.

**b. Post Termination Relationship.** In the event an Employee's relationship with Partner is terminated or this Agreement is terminated or expires, whichever occurs first, NortonLifeLock will continue to provide the Services to such Employee and/or End User(s) for the period that has been paid for by Partner or Employee, as applicable (the "**Period**"). At the end of the Period, Partner will no longer continue to make the Services available as a benefit to such Employee. Upon (i) cancellation of Employee's subscription with NortonLifeLock under this Agreement, (ii) termination of the Employee's relationship with Partner, or (iii) termination or expiration of this Agreement, whichever occurs first, both NortonLifeLock and Partner will cooperate to terminate such Employee's payroll deductions, as applicable. Partner acknowledges that NortonLifeLock may at any time solicit Employees to continue utilizing Services subject to a separate agreement between NortonLifeLock and such Employee.

**c. Enrollment Requirements.** All valid enrollments must contain a minimum of the following Employee information: (i) full name (ii) U.S. home address (iii) date of birth (iv) Social Security number (v) phone number (vi) a mutually agreed upon form of payment, and (vii) a valid e-mail address ("**Enrollment Information**"). At Employee's discretion, Employee will either provide Enrollment Information for any additional Eligible Person, including spouse, domestic partner, child or dependent during the Enrollment Process or as soon as possible after enrollment. If such information is not received by NortonLifeLock, NortonLifeLock may notify Employee that certain Enrollment Information is missing prior to any reduction or cancellation of Services for such individuals. NortonLifeLock reserves the right, in its sole discretion, to cancel or reduce, as applicable, the Services for such individuals. Some Services that contain certain features including but not limited to credit score and credit alerts (the "**Certain Features**"), require consent of the Eligible Person and additional action by the Eligible Person or Employee; if such Eligible Person or Employee, does not take action and/or is unable to be verified (including but not limited to identity verification failure or failure of knowledge based verification), NortonLifeLock reserves the right, in its sole discretion, to cancel or reduce, as applicable, the Services for such individuals. For clarity, Certain Features may (a) not be made available, and/or (b) result in a rate and tier change for the Employee. These actions may result in a rate and tier change for such Employee's payroll deduction, as necessary.

**8. Confidentiality.** The Parties acknowledge that in the course of performing their obligations hereunder each may receive Confidential Information. Each Party agrees that, except with the written consent of the disclosing Party, neither the receiving Party, nor its agents, employees, officers, directors or representatives will (i) disclose the terms of this

Agreement or any other details as to its relationship with any third party; (ii) use any of the Confidential Information except in performance of this Agreement; or (iii) disclose any Confidential Information to third parties during the Term and for a period of three (3) years from the termination of this Agreement, unless disclosure is required by law or a judicial authority. Each Party further agrees to protect the Confidential Information obtained from the other with the same degree of care as it uses to protect its own Confidential Information of like importance, but in no event less than reasonable care. Notwithstanding the foregoing, NortonLifeLock acknowledges that Partner is subject to Florida's Public Records Law (Chapter 119, Florida Statutes), and is required to comply with such Law at all times and the obligations of this Section 8 are limited by the application of such Law.

**9.Term.** The term of this Agreement will start on the Effective Date and continue for the Term. Either Party may terminate this Agreement for any reason upon 30 days written notice to the other Party. In the event of a material breach, then the non-breaching Party may terminate this Agreement effective immediately.

**10.New and Amended Services.** NortonLifeLock may, at any time and in its sole discretion (i) modify/amend the Services, the License and Services Agreement, and LifeLock's Global Privacy Statement, and (ii) add to or discontinue the Services, or provide new service offerings to Employees (in such cases NortonLifeLock shall notify Partner as soon as reasonably practicable) and set such price.

**11.Limitation of Liability/Consequential Damages Waiver.**

a. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTIES SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING THAT MAY ARISE FROM THE PERFORMANCE, BREACH, TERMINATION OR EXPIRATION OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF: (I) INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (II) LOSS OF GOODWILL, ANTICIPATED PROFITS, BUSINESS, DATA OR REPUTATION; OR (III) EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS.

b. ANY PARTY'S MAXIMUM LIABILITY ARISING FROM OR RELATED TO A PARTY'S UNAUTHORIZED DISCLOSURE OF EMPLOYEE PII SHALL NOT EXCEED, IN AGGREGATE, TWO (2) TIMES THE FEES PAID OR PAYABLE TO NORTONLIFELock BY EMPLOYEE(S) OR PARTNER, AS APPLICABLE, FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM.

**12.Warranties; Disclaimers.** EXCEPT AS SET FORTH IN THE LIMITED WARRANTY OF THE LICENSE AND SERVICES AGREEMENT (LSA) ACCOMPANYING SERVICES, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL EXPRESS AND IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND OTHER TERMS WITH RESPECT TO SERVICES, WEBSITES, MARKETING COLLATERAL AND CONTENT AND/OR INFORMATION PROVIDED TO PARTNER OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, ARE HEREBY EXCLUDED. NORTONLIFELock DOES NOT WARRANT THAT SERVICES OR WEBSITES WILL MEET PARTNER'S OR ITS CUSTOMERS' REQUIREMENTS OR THAT USE OF SERVICES OR WEBSITES WILL BE UNINTERRUPTED OR ERROR FREE. NORTONLIFELock RESERVES THE RIGHT TO CHANGE THE WARRANTY AND SERVICE POLICY SET FORTH IN ITS LSA OR ELSEWHERE, AT ANY TIME, WITHOUT NOTICE AND WITHOUT LIABILITY TO PARTNER OR ANY OTHER PERSON.

Partner will not make (i) any warranties, conditions or representations on NortonLifeLock's behalf as to the satisfactory quality, merchantability, fitness for a particular purpose or otherwise of any Services, or (ii) any promises or commitments on NortonLifeLock's behalf, unless authorized in writing by NortonLifeLock.

13. Pursuant to Florida Statutes Section 448.095, Company shall use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/> to verify the employment eligibility of all employees hired during the term of this Agreement. Company shall require all of its subcontractors to comply with applicable laws and regulation during the term of this Agreement and shall provide School Board with evidence of its compliance with the preceding sentence within fifteen days of its receipt of a written request from School Board.

14. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement. The Parties shall fully comply with all federal anti-discrimination laws.

**15.General.**

a. **Complete Agreement; Headings.** This Agreement, including amendments and exhibits, (i) is the final, complete and exclusive agreement between the Parties with respect to the Services and supersedes any agreement or representation, whether oral or written, and any other communications between the Parties in relation to the Services; and (ii) may not be modified or altered except by a written, duly signed document executed by authorized signatories of both Parties.

b. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the state of Florida. Venue for any legal action will be the courts of Sarasota County, Florida or the Federal District Court,

Middle District of Florida and Partner expressly consents to jurisdiction therein. English is the governing language of this Agreement.

c. **Assignment.** Except with prior written consent of an authorized officer of NortonLifeLock, Partner may not assign any of its rights or obligations under this Agreement, in whole or in part. Any such assignment shall be null and void. NortonLifeLock may assign, any of its rights or obligations under this Agreement, in whole or in part to any NortonLifeLock entity without Partner's consent and/or notice.

d. **Severability.** If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, it will to that extent be deemed omitted, unless the court can modify said provision to make it valid and enforceable, in which case the provision shall be so modified. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

e. **Notices.** Administrative communications (such as routine price list updates) may be transmitted in writing using means reasonably deemed effective and convenient by the transmitting party (including electronic mail) to an administrative contact of record for such purposes. All other notices and demands hereunder shall be sent to the receiving party at the address listed on the introductory page, with a copy to NortonLifeLock Inc., Attn: Consumer Legal at 60 E Rio Salado Pkwy, STE 1000, Tempe, AZ 85281.

f. **Waiver; Survival of Provisions.** Either Party's waiver or failure to exercise any right or to require any performance of a duty under this Agreement shall not be deemed a waiver of any further such right or duty. The warranties, covenants and agreements contained in this Agreement, which by their nature should survive the termination of this Agreement, shall survive the termination of this Agreement and remain in full force and effect.

g. **Compliance with Laws.** In performance of its obligations under this Agreement (including all marketing, sales and distribution of Services, or their component parts), each Party will (i) comply with all applicable laws and regulations, whether foreign, federal, state, provincial or local, including but not limited to export compliance and anticorruption laws, the Foreign Corrupt Practices, U.K. Bribery Act 2010 and laws of the U.S. Department of the Treasury, Office of Foreign Assets Control; and (ii) obtain and maintain in effect all required licenses, permits and authorizations.

h. **Representations.** Each Party represents and warrants to the other Party that: (i) it has the authority to enter into the Agreement, and that the person signing on its behalf of is authorized to sign; (ii) the execution, delivery, and performance of its obligations under the Agreement will not constitute a breach or default of or otherwise violate any other agreement to which it is a party; and (iii) it will at all times conduct its business in a respectable and ethical manner and in accordance with the recognized standards of its business, employing a standard of care, skill, and diligence consistent with the highest professional standards practiced in its industry.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which when so delivered will be deemed an original, and all of which together will constitute one and the same instrument. Signatures may be exchanged in portable document format ("PDF" via electronic mail, facsimile transmission, overnight courier or first-class certified mail, each of which shall be accepted and deemed effective as an original.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date specified below. AGREED AND ACCEPTED as of the Effective Date.

**PARTNER: School Board of Sarasota County,  
Florida**

Address: 1960 Landings Blvd  
Sarasota, FL 34231

**NortonLifeLock Inc.**

60 E Rio Salado Pkwy, STE 1000  
Tempe, AZ 85281

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**[SIGNATURE PAGE TO THE EMPLOYER BENEFIT AGREEMENT WITH AN EFFECTIVE DATE OF OCTOBER 12, 2021 BY  
AND BETWEEN SARASOTA COUNTY PUBLIC SCHOOLS AND NORTONLIFELOCK]**

Approved for Legal Content  
September 28, 2021 by  
Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MAC

## EXHIBIT A DEFINITIONS

**“Activate, “Activation” or “Activated”** means the entering into the License and Services Agreement by an Eligible Person and the completion (in full) of the Enrollment Process as determined by NortonLifeLock including but not limited to validation of the information provided by an Eligible Person.

**“Confidential Information”** means any non-public information or materials, including without limitation, this Agreement, the details of the relationship between NortonLifeLock and Partner, and any documents, electronic information containing such information, that: (i) relates to released or unreleased Services or processes, including updates, patches, fixes or other modifications; the marketing or promotion of any Services; and NortonLifeLock/LifeLock’s business policies or practices, or any other technology, or (ii) is disclosed by one Party to the other in tangible or written form and clearly marked “Confidential” (or with a similar proprietary legend) or is of such a nature that a reasonable business person would understand that its confidential, or (iii) is disclosed by one Party to the other in confidence in connection with this Agreement and the Parties’ performance hereunder; and Confidential Information for the purposes of this Agreement does not include information that the receiving Party can demonstrate (i) is on the date hereof, or hereafter becomes, through no act or failure to act or violation of this Agreement on the part of the receiving Party, generally known or available to the public, (ii) was known or possessed by the receiving Party before its receipt from the disclosing Party, (iii) is hereafter rightfully obtained by the receiving Party from a third party, without breach of any obligation to the disclosing Party, or (iv) is independently developed by the receiving Party, without use of or reference to the Confidential Information, by persons who had no access to the Confidential Information.

**“Documentation”** means documents, agreements, press releases, marketing materials, guidelines, policies, NortonLifeLock’s Global Privacy Statement (available online at <https://www.nortonlifelock.com/us/en/privacy/global-privacy-statement/>), License and Services Agreement, and any other items or information in any medium provided by NortonLifeLock or its designees that describes LifeLock or its Services, including all updated versions thereof.

**“Eligible Person”** means any Employee and/or such individual’s spouse, domestic partner, child (including stepchildren) or other dependent, and who resides in the Employee’s household or temporarily lives outside Employee’s household and is financially supported by Employee. The estimated group size of Employees for Partner is 5,950.

**“End User(s)”** means any Eligible Person who has (i) been enrolled to receive the Services, (ii) meets the minimum enrollment requirements as set forth in this Agreement, and (iii) whose account has been Activated.

**“Employee”** shall mean an employee of Partner who is eligible to receive the Services under Partner’s benefit plans.

**“Employee Price”** means the price paid for the Services by an Employee net of any applicable discounts.

**“Enrollment Start Date”** means the first day of the Enrollment Period.

**“Enrollment Period”** means Partner’s applicable time period permitting Eligible Persons to enroll in the Services.

**“Enrollment Process”** means NortonLifeLock’s then-current procedure to (i) receive the required information related to the Eligible Person(s) to enroll, and (ii) Activate such Eligible Person(s) (including but not limited to, timing, method, and process).

**“License and Services Agreement”** means NortonLifeLock’s Terms and Conditions applicable to the Services that govern the relationship between NortonLifeLock and End User (available online at <https://www.nortonlifelock.com/us/en/legal/license-services-agreement/>).

**“LifeLock Marks”** means, without limitation, NortonLifeLock’s trademarks, service marks, trade dress, trade names, logos, and other distinctive brand features used in or related to LifeLock’s Services.

**“NortonLifeLock Global Privacy Statement”** available online at (<https://www.nortonlifelock.com/us/en/privacy/global-privacy-statement/>)

**“NortonLifeLock Marks” or “NortonLifeLock Trademark(s)”** shall mean, without limitation, NortonLifeLock’s trademarks, service marks, trade dress, trade names, logos, and other distinctive brand features used in or related to LifeLock, Norton, and/or other NortonLifeLock businesses.

**“Parties”** means collectively NortonLifeLock and the Partner.

**“PII”** means any personally identifiable information that alone or in combination with other information relates to a specific, identifiable individual person collected in connection with this Agreement. By way of illustration and not limitation, PII includes individual’s names, personal identification numbers such as Social Security numbers, credit card numbers, home telephone numbers, home address, driver’s license numbers, account numbers, personal e-mail addresses, and vehicle registration numbers.

**“Services”** mean the services offered by NortonLifeLock as described in this Agreement and listed specifically in **Exhibit B**.

**“Term”** means the time period in which this Agreement is in effect, beginning on the Effective Date and ending on January 1, 2027 and renewing automatically for an additional one (1) year on the anniversary of its Effective Date and successively each year thereafter, unless either party provides the other with a notice of intent to not automatically renew, which written notice shall be provided in accordance with the notice provisions set forth herein and must be sent to the other Party no less than sixty (60) days prior to the automatic renewal date.

**“Territory”** means the United States.

**“Third Party Administrator (TPA)”** means certain independent contractors retained by NortonLifeLock or Partner, as applicable, to provide services for receiving and disbursing payroll deductions for voluntary employee and/or group benefits to respective employer-providers of such benefits, and administering enrollments, payments of commissions, or other activities.

**EXHIBIT B**  
**PAYMENT TERMS & FEE SCHEDULE**

**I. PAYMENT TERMS.**

Payment by Employee as set forth in **Exhibit B** shall be made via automatic payroll deduction from Employee paycheck(s) per month. Additional information may be provided via a Case Information Form however such information shall not be binding. In the event of any contradictory terms between the Case Information Form and the terms of the Agreement, the terms of the Agreement shall control. Partner or Partner's designated administrator, shall remit to NortonLifeLock or NortonLifeLock's designated TPA the applicable fees within 30 days of the date of the applicable invoice. Such invoices shall set forth all fees due and payable by Employees for Services rendered in the previous month.

**II. FEE SCHEDULE AND PRICING.** Employee will pay as follows:

<b><u>NortonLifeLock Services (Eligible Person)</u></b>	<b><u>Total Fee</u></b>
<b>LifeLock™ with Norton™ Benefit Premier (Employee (18+ Years Old))</b>	<b>\$8.90 per month</b>
<b>LifeLock™ with Norton™ Benefit Premier (Employee + Family*)</b>	<b>\$15.90 per month</b>

\*Children under the age of 18 will receive a product designed specifically for minors, LifeLock Junior membership. Enrollment in LifeLock membership is limited to employees and their eligible dependents.