

TERMINATION FOR CONVENIENCE

Excluding transactions for VMware End User Computing offerings, Customer may terminate this Agreement provided that Customer also terminates each and all other agreements (direct or indirect, whether or not related to this Agreement) under which Customer may procure any VMware offering or CA offering (including Symantec offerings but in all cases excluding any hardware offerings and associated support contracts therefor) together with each and all Orders (however titled) in effect (except in the case of VMware, only those orders entered into after November 21, 2023 need to be terminated) between the parties as of the date of termination (collectively, for purposes of this section, the “**Agreements**”), without cause and without further charge or expense at any time, immediately upon written notice to VMware/CA sent to usage.reporting@broadcom.com.

On or after the termination date, with the exception of any Fully Paid-Up perpetual licenses (where the amount of “**Fully Paid-Up**” licenses will equal the total whole number of licenses earned prior to the termination and are assumed to be paid for equally over the initial term of the associated Support Services), Customer must either: a) delete all full or partial copies of the VMware and CA software from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or b) return to VMware and CA all full or partial copies of the VMware and CA software.

Once Customer’s verification or the VMware/CA software copies are received, VMware and CA will pay Customer, or VMware/CA Partner, a pro-rata refund of any License, SaaS/Cloud Service, Support Services, or other fees Customer or VMware/CA Partner pre-paid (“**Refund Fees**”) in accordance with the paragraph below. Refund Fees will be calculated on the number of days remaining in the term (which for the purposes of this calculation will be deemed to commence from the date Customer’s verification or the VMware/CA software copies are received) of the offering eligible for the refund. If the VMware/CA software is licensed as a perpetual license and the associated Support Services is in its initial term, Customer, or VMware/CA Partner as appropriate, will receive a pro-rated refund of the cash consideration paid to VMware/CA based on the initial payment schedule and shall be entitled to keep the whole number of Perpetual Licenses Fully Paid-Up through such date, absent language to the contrary in the applicable order.

Notwithstanding the foregoing paragraph, if the Agreement is terminated without cause, neither Party shall have further obligations under the Agreement, except that the Parties shall remain bound by the obligations within the survival sections of the Agreements. Refund Fees will be paid within sixty (60) days to Customer (or VMware/CA Partner who will process the invoicing or reimbursement of fees to Customer as appropriate and under the commercial terms between the VMware/CA Partner and Customer), from the date Customer’s verification or the VMware/CA software copies are received, and any unpaid fees reflecting the VMware/CA offerings delivered prior to the termination date shall become immediately due.