
**SELF-INSURED SHORT TERM DISABILITY PLAN
ADMINISTRATIVE SERVICES ONLY AGREEMENT**

Calculation Arrangement without Checks

Plan Sponsored By:

Gen Digital, Inc.
60 E Rio Salado Parkway, Ste. 1000
Tempe, AZ 85281

Services Provided By:

The Lincoln National Life Insurance Company

ADMINISTRATIVE SERVICES ONLY AGREEMENT

This Agreement ("Agreement") is entered into between **Gen Digital, Inc.**, hereinafter referred to as the "Sponsor," and The Lincoln National Life Insurance Company, hereinafter referred to as "Lincoln," collectively the "Parties," and is effective on the date specified in Part Six.

WHEREAS, the Sponsor has established a self-insured Short Term Disability Plan, hereinafter called the Plan, which is outlined in the Benefit Description attached to this Agreement as Annex A; and

WHEREAS, the Sponsor has requested Lincoln to furnish the services described in Annex B attached to this Agreement, hereinafter referred to as the Services, with respect to the Plan;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Sponsor and Lincoln agree as follows:

Part One. GENERAL PROVISIONS

- A. Final authority and responsibility for the Plan and its operation are vested in the Sponsor, and Lincoln is empowered to act on behalf of the Sponsor for the Plan only as expressly stated in this Agreement or as mutually agreed in writing by Lincoln and the Sponsor.
- B. It is understood that the legal and tax status of the Plan under applicable law are matters for the Sponsor's determination, and that Lincoln bears no such responsibility. It is further understood that Lincoln is neither the Administrator, a Fiduciary nor a named Fiduciary of the Plan for purposes of the Employee Retirement Income Security Act of 1974 ("ERISA") or any state law of a similar nature.

Part Two. LINCOLN'S OBLIGATIONS

- A. On behalf of the Sponsor, Lincoln will perform the Services described in Annex B in connection with the Plan. Lincoln shall not subcontract any services or any portion thereof to any party ("Subcontractor") without Sponsor's prior written consent. In addition: (1) Lincoln will ensure each of its Subcontractors is bound by written agreement with Lincoln to comply with the terms of this Agreement (including without limit those of audit, confidentiality and data protection), and all requirements of the relevant Services as each Service applies to the Subcontractor, (2) Lincoln agrees that it shall be fully responsible and liable to Sponsor for all acts and omissions and breaches of its Subcontractors as if the same were undertaken directly by Lincoln, and (3) Lincoln agrees to defend, indemnify and hold Sponsor harmless against any and all claims, actions, liabilities, damages, costs and expenses alleging that any Subcontractor violated any of the obligations set forth herein. Upon the reasonable request of Sponsor, Lincoln shall promptly address any concerns or issues raised by Sponsor regarding any of Lincoln's representatives or Subcontractors performing Services under this Agreement. Sponsor shall have the right to reasonably object to any of Lincoln's representatives or Subcontractors performing Services under this Agreement on behalf of Lincoln. Upon notice of any reasonable objections or concerns that Sponsor may have, Lincoln shall work with Sponsor to take such mutually agreed upon steps as may be reasonably necessary to remedy the stated objection or concern.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

(Continued)

- B. Lincoln represents that it maintains comprehensive hiring policies and procedures which include, among other things, a background check for criminal convictions as permitted by law. Lincoln further represents that through its hiring policies and procedures, including background checks, it endeavors to hire the best candidates with appropriate character, disposition, and honesty.
1. Lincoln represents that its current domestic hiring procedures call for it to conduct background checks at the time of hire. Lincoln further represents that its new hire procedures have required such checks for a number of years. Currently, Lincoln procures from a reputable vendor a consumer report, which includes, subject to any limits that may be established by state or federal law, information regarding any convictions for crimes of dishonesty or breach of trust and any felony crimes of violence, and at a minimum covers a County-level criminal records check based on the employment applicant's residence for the past five years and includes a search of criminal history during the seven year period immediately preceding the date when the background check is conducted. Further, consistent with the Violent Crime Control and Law Enforcement Act of 1994 (the "VCCA"), Lincoln may not willfully employ any individual who has been convicted of any felony involving dishonesty or breach of trust without a waiver from state government authorities. Sponsor acknowledges and agrees that Lincoln shall apply its own adjudication criteria to the results of such background checks.
 2. In the event that Lincoln employs non-U.S. citizens working in the United States to provide Services hereunder, Lincoln shall insure that all such persons have and maintain appropriate visas to enable them to provide the Services.
- C. Lincoln shall notify Sponsor of any criminal act of dishonesty or breach of trust committed against Sponsor, which may involve a Lincoln representative or Subcontractor, of which Lincoln becomes aware.
- D. On the dates specified in Annex C, Lincoln will report to the Sponsor the amount of the charges for the Services performed since the date of the last report.
- E. Lincoln will furnish other reports, as requested by the Sponsor and agreed to in writing by Lincoln, regarding this Agreement.
- F. Lincoln will maintain a copy of all records used in the performance of any Service for the six (6) years following the calendar year in which the Service was performed. Thereafter, or in the event of this Agreement's earlier termination, at the Sponsor's request, Lincoln will prepare a summary of recommended claims activity for the last 12 months. The Sponsor, after giving Lincoln thirty (30) business days' written notice, may review and audit any such records in Lincoln's possession at any time during Lincoln's normal business hours.
- All claims records are the property of the Sponsor and will be returned to the Sponsor or its designee after the termination of this Agreement.
- H. Lincoln will comply with Annex E (Personal Information Protection Agreement) attached to this Agreement.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

(Continued)

- I. Lincoln shall not disclose or use any non-public personally identifiable claimant information except for purposes of carrying out this Agreement, pursuant to an authorization, or as required or permitted by applicable state or federal law or regulation governing the use or disclosure of medical records and non-public personally identifiable information, including any state or federal laws pertaining to the confidentiality of medical records that include diagnosis and treatment for HIV and psychiatric or substance abuse conditions and problems. "Non-public personally identifiable information" is financial or medical information of, or concerning, a claimant that either has been obtained from sources that are not available to the general public or obtained from the person who is the subject of the information.
- J. Lincoln shall not disclose or use any personally identifiable claimant information except for purposes of carrying out this Agreement.
- K. Lincoln represents that, as of the Effective Date and during the term of this Agreement, the Services will be performed by appropriately qualified and trained employees and Subcontractors: (1) in accordance with the same standard of care that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (2) in compliance with the terms and conditions of this Agreement. The foregoing subsections (1) and (2) shall be collectively the "Standard of Care".
- L. Lincoln represents that, as of the Effective Date and during the term of this Agreement, it will materially comply with all applicable federal, state and local rules and regulations in performing the Services and its obligations under this Agreement. Lincoln has obtained, or will timely obtain, any and all permits, licenses and third party consents required to conduct the Services and otherwise perform its obligations hereunder.
- M. Lincoln shall maintain in full force and effect during the term of this Agreement:
1. Commercial general liability insurance (including contractual liability coverage) on an occurrence basis for bodily injury, death, "broad form" property damage, and personal injury, with coverage limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury and property damage;
 2. Auto liability insurance covering all owned, non-owned and hired vehicles, with coverage limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage;
 3. Worker's compensation insurance as required by law in the state where the Services will be performed, including employer's liability coverage for injury, disease and death, with coverage limits of not less than one million dollars (\$1,000,000) per accident and employee;
 4. Umbrella liability insurance on an occurrence form, for limits of not less than three million dollars (\$3,000,000) per occurrence and in the aggregate; and
 5. Professional liability (Errors & Omissions) on an occurrence or claims-made form, for limits of not less than two million dollars (\$2,000,000) annual aggregate. If coverage is written on a claims-made form, coverage must be maintained for a period of no less than 3 years after termination of this Agreement.

Insurance carriers must be rated A-VII or better by A.M. Best Company. "Gen Digital, Inc." is to be named as an Additional Insured on the Commercial General Liability policy. Lincoln's coverage shall be considered primary without right of contribution of Sponsor's insurance policies. Policies shall contain a Severability of Interests clause. Policies shall provide thirty (30) days written notice prior to cancellation, except in the event of non-payment, which shall require at least ten (10) days notice.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

(Continued)

In no event shall the foregoing coverage limits affect or limit in any manner Lincoln's contractual liability for indemnification or any other liability of Lincoln under this Agreement. All of Lincoln's activities under this Agreement shall be at Lincoln's own risk, and Lincoln's employees, agents, and Subcontractors shall not be entitled to any benefits under the policies of insurance maintained by Sponsor.

Part Three. THE SPONSOR'S OBLIGATIONS

- A. The Sponsor will:
1. furnish any information specifically required in Annex B;
 2. establish and maintain such accounts and records, assume such responsibilities and perform such functions required in that Annex; and
 3. furnish to Lincoln any other information that Lincoln may reasonably require to provide the Services.
- B. Lincoln will not be considered to have failed to perform its obligations under this Agreement if any delay or non-performance on its part is due to the Sponsor's failure to discharge its own obligations, in a reasonable amount of time including the failure to provide to Lincoln any information required in the agreed upon format.
- C. The Sponsor will provide Lincoln with the names of individuals authorized to act for the Sponsor in connection with this Agreement, together with a statement regarding the extent of their authority.
- D. When applicable, the Sponsor will reimburse Lincoln for any premium taxes or similar gross receipts taxes attributable to this Agreement, any related interest, fines or penalty charges, and any expenses incurred in reasonable legal efforts to avoid tax liability, whether successful or not. Lincoln will make reasonable legal efforts to avoid liability for any such taxes, interest, or penalties. But Lincoln need not make any such efforts, after consulting with the Sponsor, which in Lincoln's best reasonable judgment are unwarranted in view of any of the following conditions:
1. the prospects for success,
 2. the amounts at stake,
 3. the number of taxable years affected,
 4. the value of the case as a precedent,
 5. the time and expense involved, or
 6. the potential effects on Lincoln's other business.
- Reimbursement will be paid by the Sponsor within 30 days of Lincoln's notification.
- E. Sponsor shall notify Lincoln if it becomes aware of any criminal act of dishonesty or breach of trust committed against Sponsor, which may involve a Lincoln representative or Subcontractor.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

(Continued)

Part Four. CHARGES FOR THE SERVICES

- A. Charges for Services will be according to the Schedule of Charges described in Annex C attached to this Agreement. Charges will be payable to Lincoln by the Sponsor within 30 days after each date on which Lincoln notifies the Sponsor of the amount of the charges for the Services performed. There is no additional grace period. Lincoln will bill the Sponsor directly for its charges for the Services.

The Sponsor will calculate monthly Administrative Service Only Charges that Sponsor is obligated to pay under this Agreement based upon the Sponsor's monthly eligible census. The Administrative Service Only Charges are based on the prior month's population of covered employees times the Per Employee Rate in Annex C of this agreement. Managed Care Services and Other Service fees incurred will be billed to the Sponsor monthly.

- B. Lincoln will not change the rates set forth in Annex C, "Administrative Service Charges," within the first three years of this Agreement, except that Lincoln may change rates upon giving at least 31 days prior written notice of such change, at any time during the first three years if any of the following events occur:
1. the number of participants changes by 15%; or
 2. the Sponsor materially modifies the terms of its Plan; or
 3. the Sponsor requests that Lincoln provide additional Services that materially impact the cost or operational burden of performing the Services; or
 4. legislation is enacted that materially impact the cost or operational burden of performing the Services.

After the first three years Lincoln may change the rates set forth in Annex C, "Administrative Service Charges", upon giving at least 120 days prior written notice of such change. No such changes will be made more often than once during any 12-month period that this Agreement is in effect. Such change will become effective on a date mutually agreed upon by both parties or January 1 of each year, and will form a part of this Agreement.

Part Five. TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by the mutual agreement of both parties, by the Sponsor upon 60 days advance written notice to Lincoln, or by Lincoln with 180 days advance written notice to the Sponsor. Alternatively, this Agreement will terminate on the earliest of:
1. the date specified in a written notice Lincoln provides to the Sponsor of Lincoln's intent to terminate this Agreement because of the Sponsor's failure to remit to Lincoln charges for Services within 30 days from the due date specified on the invoice.
 2. the date specified in a written notice Lincoln provides to the Sponsor of Lincoln's intent to terminate this Agreement because any state or other jurisdiction enacts a law or interprets existing law in a manner which Lincoln has determined, upon the advice of its counsel, will prohibit the continuance of this Agreement;
 3. termination of the Plan;
 4. modification of the Plan. However, the modification will not have the effect of terminating this Agreement:
 - a. if this Agreement is changed to make the modified plan the Plan under this Agreement; or
 - b. while this Agreement is being continued, by mutual agreement between Lincoln and the Sponsor, in anticipation of such a change.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

(Continued)

- B. In the event that this Agreement terminates, Lincoln will stop furnishing claims management Services at 12:01 A.M. on the termination date. Lincoln will continue to provide Services with respect to open and active claims that are under Lincoln's management prior to the termination date of this Agreement. All provisions of this Agreement will continue in effect with respect to such Services.
- C. The rights and duties contained in any indemnification and/or hold harmless provisions of this Agreement will survive its termination.
- D. Lincoln will agree to run-out claims for open and active claims that are under Lincoln's management incurred January 1, 2011 and forward as of the termination date, up to the time the claim is closed. The fees for such run-out administration will be mutually agreed upon by both parties.

Part Six. INDEMNIFICATION PROVISION

- A. Both Parties shall indemnify, hold harmless and, at the other party's request, defend the other party and its officers, directors and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs, penalties or expenses (including court costs and reasonable legal fees) arising from (1) any personal injury, including death and disease, or damage to property caused by or resulting from each Party's acts or omissions, (2) each Party's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law, (3) any claims that the services and/or any developments prepared or provided by or on behalf of either party hereunder infringe or misappropriate the intellectual property rights of any third party, and/or (4) any claims or determinations that a relationship other than that of independent contractor was established between Sponsor and Lincoln or any Lincoln employees. The party seeking to be indemnified shall have the right to approve any counsel retained to defend any demand, suit or cause of action in which the party seeking indemnity is a defendant, with such approval not to be unreasonably withheld. Each party agrees that the party seeking indemnity shall have the right to participate in the defense of any such demand, suit or cause of action concerning matters that relate to the party seeking indemnity. The indemnifying party may not enter into any settlement without the indemnified party's express written consent (which shall not be unreasonably withheld), unless such settlement (1) releases the indemnified party in full for all claims, (2) does not impose any obligation on the indemnified party, other than ceasing use of the infringing items (if any), and (3) includes no admission of any kind by or on behalf of the indemnified party. If, in the indemnified party's reasonable judgment, a conflict exists in the interests of the indemnified party and the indemnifying party, the indemnified party may retain its own counsel whose reasonable fees shall be paid by the indemnifying party.

An indemnifying party's failure to respond within 60 days of receipt of notice of claim for indemnification from the party seeking indemnification under this provision shall constitute an absolute admission of liability for claim to which the notice related. Each party shall provide prompt and written notice to the other party and consult with the other party with respect to any liability for which it claims indemnity under this provision.

- B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMIT ANY DAMAGES FOR LOST PROFITS) INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - 1. NOTWITHSTANDING THE FOREGOING, NO LIMITATIONS OF LIABILITY SHALL APPLY TO ANY BREACHES OF CONFIDENTIALITY, OR INDEMNIFICATION.
 - 2. NEITHER PARTY SHALL NOT BE LIABLE TO THE OTHER FOR ANY DAMAGES OF ANY KIND INCURRED BY THE OTHER PARTY AS A RESULT OF A PARTY'S TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

(Continued)

Part Seven. MISCELLANEOUS PROVISIONS

- A. Lincoln represents that it has and will maintain, at a minimum, the technical and organizational measures and controls specified in Annex D (Sponsor's Provider Security Requirements) attached to this Agreement and Lincoln will update those with equivalent or more protective measures and controls as needed to remain compliant at all times with then-current industry standard practices.
- B. Lincoln represents that it has and will maintain a disaster recovery plan and Lincoln will update those with equivalent or more protective measures and controls as needed to remain compliant at all times with then-current industry standard practices.
- C. This Agreement includes all attached Annexes, and may be changed by an amendment signed by the Sponsor and a Lincoln officer.
- D. No term or provision of this Agreement will be waived and no breach will be excused, unless the waiver or consent is signed by the party claimed to have waived or given consent.
- E. The parties to this Agreement will promptly advise each other in writing of any potential or actual legal or regulatory proceedings concerning the Plan or the activities of either party with respect to the Plan. Furthermore, the parties agree to cooperate with each other about potential or actual legal or regulatory proceedings.
- F. Any of the functions to be performed by Lincoln under this Agreement may be performed by Lincoln or any of its subsidiaries, affiliates, or parent companies, or any independent entity with whom Lincoln contracts. Any reference to Lincoln in Agreement shall include such subsidiaries, affiliates, and parent companies. For example, the references in Subpart Three, Section D and Three, Section E of the Agreement and Section I.A.2 of Annex B to Lincoln, its directors, officers and employees, will also include such parent, affiliate or subsidiary, its directors, officers, and employees and such independent entity. This Agreement is nonassignable without the written consent of the other party, except that Lincoln may assign the Agreement to any Lincoln successor to its business in interest to the assigning party by merger, acquisition, consolidation or sale of assets, or to any entity controlling, controlled by or under common control with the assigning party Lincoln; provided, however, that such assignee or transferee is not a competitor of the non-assigning party. Any attempted assignment without such consent shall be void.
- G. The Sponsor authorizes Lincoln to communicate to any reinsurer, with whom the Sponsor may contract for excess coverage, such timely information concerning the Sponsor's operations and loss experience as the reinsurer may require.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

(Continued)

- F. While this Agreement is in effect and within one (1) year after its termination, Lincoln, after giving the Sponsor 30 business days' written notice, may at its own expense audit the Sponsor's (and any affiliated employer's) books and records which are relevant to self-billing payment under this Agreement. Such audit is subject to properly executed confidentiality agreements and shall be conducted solely to determine if Sponsor paid all self-billing fees due under this Agreement. In the event Sponsor has underpaid fees, then Sponsor will remit such underpayment to Lincoln within thirty days of validating the amounts due.
- G. While this agreement is in effect and within one (1) year after its termination, after giving Lincoln 30 business days' written notice, Sponsor, may, subject to properly executed confidentiality agreements, audit Lincoln. The audit scope is limited to the Services provided to the Plan under this Agreement and agreed upon performance guarantee categories. The audit will be performed at the Sponsor's own expense. The Sponsor may select any person(s) or organization(s) to conduct an audit. The audit will be conducted in compliance with mutually agreed upon confidentiality requirements.
- H. Lincoln shall have no right to use Sponsor's name, logos or trademarks or otherwise make any direct, indirect or implied reference to Sponsor, its relationship with Lincoln or any benefits Sponsor has or may derive from the services or its relationship with Lincoln, without obtaining prior express written consent from Sponsor's Public Relations department on a case by case basis (and not as part of any Statement of Work (SOW)), order form or other document issued by or on behalf of Lincoln under this Agreement).
- I. This Agreement contains the entire agreement between Sponsor and Lincoln with respect to the services provided hereunder, and supersedes any and all prior discussions or agreements, written or oral, with respect thereto.
- J. This Agreement shall be governed by applicable federal law and by the laws of the state of New York.
- K. The effective date of this Agreement is: **January 1, 2011**
- The number of this Agreement is: **PD3-860-066125-01**

IN WITNESS WHEREOF, Lincoln and the Sponsor have caused this Agreement to be executed in duplicate by their respective officers duly authorized to do so.

The Lincoln National Life Insurance Company



Signature and Title of Officer

The Lincoln National Life Insurance Company

**ANNEX A
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT**

BENEFIT DESCRIPTION

Gen Digital, Inc.'s Short Term Disability Plan is self-funded. The Lincoln National Life Insurance Company provides claim administrative services. The Sponsor retains the authority to render all final claim decisions. The Sponsor agrees to pay the benefits provided by this Plan in accordance with its provisions. The Sponsor's Short Term Disability Plan is governed by the Employee Retirement Income Security Act (ERISA).

PLEASE READ THIS PLAN CAREFULLY FOR FULL DETAILS.

Gen Digital, Inc.

Gen Digital, Inc. Short Term Disability Plan

Effective January 1, 2011

The information contained in this document is merely a compilation of the Company's short-term disability plan provisions for use in administering claims handling and is not intended to be a Plan document on which a participant may rely for benefits. The Company has reviewed and approved the summary of the Plan's provisions contained herein. The Company is the Plan Fiduciary.

The Plan provides short term disability (STD) benefits to eligible participants under the terms and conditions of the Plan. The Plan is a self-funded welfare benefit plan (Plan). The Plan is administered by Gen Digital, Inc. (Company).

The Lincoln National Life Insurance Company (Lincoln) provides non-fiduciary claim processing services to the Plan. The Plan is not insured by Lincoln, and Lincoln has not issued any insurance policy that would fund benefits under the Plan. Lincoln is not responsible to fund the payment of any benefits under the Plan. All benefits are funded by 100% employer contributions.

This document provides a summarized explanation of the Plan benefits in effect as of the date on the front page of this document. The master plan, if any, more fully describes the terms and conditions of the Plan. If the terms of this document and the master plan differ, the master plan will govern. A complete copy of the master plan, if any, is in the possession of the Company and is available for your review upon request. In the event of any changes in benefits or Plan provisions, the Company will provide you a new summary plan description, a statement of material modification, or a supplement that describes any changes.

Possession of this document does not necessarily mean you are a participant under the Plan. This document explains the requirements for becoming a participant under the Plan. The dates on which participation begins or ceases are explained within this document. The description of Eligible Classes, as that term is defined in this document, will help you determine what benefits, if any, may apply to you.

For information, call Gen Digital, Inc. at 1-800-497-2580.

THE PLAN MAY BE AMENDED OR TERMINATED BY GEN DIGITAL, INC. AT ANY TIME AND FOR ANY REASON.

ASO-AGREEMENT-DISC

SECTION 1 - PLAN SPECIFICATIONS

ELIGIBILITY REQUIREMENTS FOR BENEFITS

Minimum Hourly Requirement:

Employees working a minimum of 20 regularly scheduled hours per week

Short Term Disability Benefits:

Class 1: All Active Full-Time Employees

Note: Temporary and seasonal Employees and Employees who are not United States citizens or legal residents working in the United States are not covered under this plan.

Eligibility Waiting Period:

1. If the Covered Person is employed by the Sponsor on the plan effective date - None
2. If the Covered Person begins employment for the Sponsor after the plan effective date - None

Employee Contributions Required:

No

SECTION 1 - PLAN SPECIFICATIONS

(Continued)

SHORT TERM DISABILITY BENEFITS

Elimination Period:

The period for which a benefit is payable will commence following the Elimination Period shown below:

7 calendar days for Injury

7 calendar days for Sickness

Note: Benefits will begin on the first day following the completion of the Elimination Period.

Amount of Benefits:

100% of Basic Weekly Earnings for weeks 2 through 8 less Other Income Benefits and Other Income Earnings as outlined in Section 4.

75% of Basic Weekly Earnings for weeks 9 through 26 less Other Income Benefits and Other Income Earnings as outlined in Section 4.

Maximum Benefit Period:

Applicable to Injury:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 25th week of Disability for which a benefit is payable.

Applicable to Sickness:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 25th week of Disability for which a benefit is payable.

SECTION 2 - DEFINITIONS

In this section the Sponsor defines some basic terms needed to understand this plan. The male pronoun whenever used in this plan includes the female.

"Active Employment" means the Employee must be actively at work for the Sponsor:

1. on a full-time or part-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Plan Specifications; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires the Employee to travel.

An Employee will be considered actively at work if he was actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for the Covered Person's own disabling condition and lay-off); and
6. an emergency leave of absence (except emergency medical leave for the Covered Person's own disabling condition).

"Administrative Office" means The Lincoln National Life Insurance Company, 9 Riverside Road, Weston, MA 02493.

"Any Occupation" means any occupation that the Covered Person is or becomes reasonably fitted by training, education, experience, age, physical and mental capacity.

"Application" is the document designated in Section 9, it is attached to and is made a part of this plan.

"Appropriate Available Treatment" means care or services which are:

1. generally acknowledged by Physicians to cure, correct, limit, treat or manage the disabling condition;
2. accessible within the Covered Person's geographical region;
3. provided by a Physician who is licensed and qualified in a discipline suitable to treat the disabling Injury or Sickness;
4. in accordance with generally accepted medical standards of practice.

SECTION 2 - DEFINITIONS

(Continued)

"Basic Weekly Earnings" means the Covered Person's weekly rate of earnings from the Sponsor in effect immediately prior to the date Disability or Partial Disability begins. However, such earnings will not include bonuses, overtime pay, fringe benefit or extra compensation other than on target commissions. On target Commissions will be averaged over the lesser of (a) the 12 month period prior to the date Disability begins; or (b) the period of employment.

"Covered Person" means an Employee covered under this plan.

"Disability" or **"Disabled"** means the Covered Person, as a result of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Job.

"Eligibility Date" means the date an Employee becomes eligible for benefits under this plan. Eligibility Requirements are shown in the Plan Specifications.

"Eligibility Waiting Period" means the continuous length of time an Employee must be in Active Employment in an eligible class to reach his Eligibility Date.

"Elimination Period" means a period of consecutive days of Disability for which no benefit is payable. The Elimination Period is shown in the Plan Specifications and begins on the first day of Disability.

"Employee" means a person in Active Employment with the Sponsor.

"Enrollment Form" is the document completed by the Covered Person, if required, when enrolling for benefits. This form must be satisfactory to the Sponsor or its agent.

"Family and Medical Leave" means a leave of absence for the birth, adoption or foster care of a child, or for the care of the Covered Person's child, spouse or parent or for the Covered Person's own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

"Gross Weekly Benefit" means the Covered Person's Weekly Benefit before any reduction for Other Income Benefits and Other Income Earnings.

"Hospital" or **"Institution"** means a facility licensed to provide Treatment for the condition causing the Covered Person's Disability.

SECTION 2 - DEFINITIONS

(Continued)

"Initial Enrollment Period" means one of the following periods during which an Employee may first enroll for benefits under this plan:

1. for an Employee who is eligible for benefits on the plan effective date, a period before the plan effective date set by the Sponsor.
2. for an Employee who becomes eligible for benefits after the plan effective date, the period which ends 31 days after his Eligibility Date.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes. For the purpose of determining benefits under this plan:

1. any Disability which begins more than 60 days after an Injury will be considered a Sickness; and
2. any Injury which occurs before the Covered Person is covered under this plan, but which accounts for a medical condition that arises while the Covered Person is covered under this plan will be treated as a Sickness.

"Material and Substantial Duties" means responsibilities that are normally required to perform the Covered Person's Own Job and cannot be reasonably eliminated or modified.

"Own Job" means the Covered Person's job that he was performing when his Disability or Partial Disability began.

"Partial Disability" or "Partially Disabled" means the Covered Person, as a result of Injury or Sickness, is able to:

1. perform one or more, but not all, of the Material and Substantial Duties of his Own Job or another job on an Active Employment or a part-time basis; or
2. perform all of the Material and Substantial Duties of his Own Job or another job on a part-time basis; and
3. earn between 20% and 80% of his Basic Weekly Earnings.

"Physician" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health coverage laws of the state where the Treatment is received and is practicing within the terms of his license.

It does not include a Covered Person, any family member or domestic partner.

SECTION 2 - DEFINITIONS

(Continued)

"Proof" means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by the Covered Person claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by the Covered Person's attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits.

Proof must be submitted in a form or format satisfactory to Lincoln.

"Regular Attendance" means the Covered Person's personal visits to a Physician which are medically necessary according to generally accepted medical standards to effectively manage and treat the Covered Person's Disability or Partial Disability.

"Plan Specifications" means the section of this plan which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, Elimination Period, Amount of Benefits, Minimum Benefit, and Maximum Benefit Period.

"Sickness" means illness, disease, pregnancy or complications of pregnancy.

"Sponsor" means the entity to whom this plan is issued.

"Treatment" means consulting, receiving care or services provided by or under the direction of a Physician including diagnostic measures, being prescribed drugs and/or medicines, whether the Covered Person chooses to take them or not, and taking drugs and/or medicines.

"Weekly Benefit" means the weekly amount payable by the Sponsor, to the Disabled or Partially Disabled Covered Person.

SECTION 3 - PLAN ELIGIBILITY AND EFFECTIVE DATES

Eligibility Requirements for Benefits

The eligibility requirements for benefits are shown in the Plan Specifications.

Eligibility Date for Benefits

An Employee in an eligible class will qualify for benefits on the later of:

1. this plan's effective date; or
2. the day after the Employee completes the Eligibility Waiting Period shown in the Plan Specifications.

Effective Date of Benefits

Benefits will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if the Employee's application or enrollment for benefits is made with the Sponsor in a form or format satisfactory to the Sponsor.

An Employee will be covered on his Eligibility Date.

Delayed Effective Date for Benefits

The effective date of any initial, increased or additional benefits will be delayed for an individual if he is not in Active Employment because of Injury or Sickness. The initial, increased or additional benefits will begin on the date the individual returns to Active Employment.

SECTION 3 - PLAN ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Family and Medical Leave

An Employee's benefits may be continued under this plan for an approved family or medical leave of absence for up to 12 weeks following the date benefits would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required contribution is made;
3. the Covered Person's benefit level, or the amount of earnings upon which the Covered Person's benefit may be based, will be that in effect on the date before said leave begins; and
4. continuation of benefits will cease immediately if any one of the following events should occur:
 - a. the Covered Person returns to work;
 - b. this group benefit plan terminates;
 - c. the Covered Person is no longer in an eligible class;
 - d. fails to make the required contribution when due to the Sponsor;
 - e. the Covered Person's employment terminates.

Family and Medical Leave

SECTION 3 - PLAN ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Leave of Absence

The Sponsor may continue the Covered Person's benefit by making the required contribution, if the Covered Person is given a leave of absence.

The Covered Person's benefit will not continue beyond the end of the plan month following the plan month in which the leave of absence begins. In continuing such benefit under this provision, the Sponsor agrees to treat all Covered Persons equally.

Lay-off

The Sponsor may continue the Covered Person's benefit by making the required contribution, if the Covered Person is temporarily laid off.

The Covered Person's benefit will not continue beyond the end of the plan month in which the lay-off begins. In continuing such benefit under this provision, the Sponsor agrees to treat all Covered Persons equally.

Associated Companies

Companies, corporations, firms or individuals that are subsidiary to, or affiliated with, the Sponsor will be called Associated Companies. The Associated Companies, if any, are listed in the Plan Specifications. Employees of Associated Companies will be considered Employees of the Sponsor for purposes of this plan.

As they relate to this plan, all actions, agreements and notices between Lincoln and the Sponsor will be binding on the Associated Companies.

If an Associated Company ceases to be an Associated Company for any reason, its Employees will be deemed to have transferred to a class of Employees not eligible for benefits under this plan.

SECTION 3 - PLAN ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Transfer Provision

In order to prevent loss of benefits for an individual because of transfer of benefits, this plan will provide benefits for certain individuals as follows:

Failure to be In Active Employment Due to Injury or Sickness:

Subject to the required contribution, this plan will cover individuals who:

1. at the time of transfer are covered under the prior plan; and
2. are not in Active Employment due to Injury or Sickness on the effective date of this plan.

Benefits will be determined based on the lesser of:

1. the amount of the Disability benefit that would have been payable under the prior plan and subject to any applicable plan limitations; or
2. the amount of Disability benefits payable under this plan. If benefits are payable under the prior plan for the Disability, no benefits are payable under this plan.

SECTION 4 - DISABILITY INCOME BENEFITS

SHORT TERM DISABILITY BENEFITS

Disability Benefit

When Lincoln, on behalf of the Sponsor, receives Proof that a Covered Person is Disabled due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a Weekly Benefit after the end of the Elimination Period, subject to any other provisions of this plan. The benefit will be paid for the period of Disability if the Covered Person gives to Lincoln, on behalf of the Sponsor, Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request, on behalf of the Sponsor, and at the Covered Person's expense. In determining whether the Covered Person is Disabled, Lincoln, on behalf of the Sponsor, will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Disability, the Injury must occur and Disability must begin while the Employee is covered under this plan.

The Weekly Benefit will not:

1. exceed the Covered Person's Amount of Benefits; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Benefits and the Maximum Benefit Period are shown in the Plan Specifications.

Amount of Disability Weekly Benefit

To figure the amount of Weekly Benefit:

1. Take the lesser of:
 - a. the Covered Person's Basic Weekly Earnings multiplied by the benefit percentage shown in the Plan Specifications; or
 - b. the Maximum Weekly Benefit shown in the Plan Specifications; and then
2. Deduct Other Income Benefits and Other Income Earnings, (shown in the Other Income Benefits and Other Income Earnings provision of this plan), from this amount.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY BENEFITS (Continued)

Partial Disability

When Lincoln, on behalf of the Sponsor, receives Proof that a Covered Person is Partially Disabled and has experienced a loss of earnings due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a Weekly Benefit, subject to any other provisions of this plan. To be eligible to receive Partial Disability benefits, the Covered Person may be employed in his Own Job or another job, must satisfy the Elimination Period, and must be earning between 20% and 80% of his Basic Weekly Earnings.

A Weekly Benefit will be paid for the period of Partial Disability if the Covered Person gives to Lincoln, on behalf of the Sponsor, Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request, on behalf of the Sponsor, and at the Covered Person's expense. In determining whether the Covered Person is Partially Disabled, Lincoln, on behalf of the Sponsor, will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while the Employee is covered under this plan.

Proportionate Loss Weekly Calculation

To figure the Amount of Weekly Benefit the formula (A divided by B) x C will be used.

- A = The Covered Person's Basic Weekly Earnings minus the Covered Person's earnings received while he is Partially Disabled. This figure represents the amount of lost earnings.
- B = The Covered Person's Basic Weekly Earnings.
- C = The Weekly Benefit as figured in the Disability provision of this plan plus the Covered Person's earnings received while he is Partially Disabled (not including adjustments under the Cost of Living Adjustment Benefit, if included).

On the first anniversary of benefit payments and each anniversary thereafter, for the purpose of calculating the benefit, the term "Basic Weekly Earnings" is increased annually by 7%.

The Weekly Benefit payable will not be more than the Disability benefit otherwise payable under this plan.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY BENEFITS (Continued)

Other Income Benefits and Other Income Earnings

Other Income Benefits means:

1. The amount for which the Covered Person is eligible under:
 - a. any benefit payable under Workers' or Workmen's Compensation law;
 - b. any work loss provision in mandatory "No-Fault" auto coverage; or
 - c. any other governmental program or coverage required or provided by statute (including any amount attributable to the Covered Person's family).
2. any amount the Covered Person receives from any unemployment benefits; or
3. any amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, which:
 - a. the Covered Person receives or is eligible to receive; and
 - b. his spouse, child or children receives or are eligible to receive because of his Disability; or
 - c. his spouse, child or children receives or are eligible to receive because of his eligibility for Retirement Benefits.

Other Income Earnings means:

1. any amount the Covered Person receives from any formal or informal sick leave or salary continuation plan(s); and
2. the amount of earnings the Covered Person earns or receives from any form of employment including severance.

Other Income Benefits, except Retirement Benefits, must be payable as a result of the same Disability for which the Sponsor pays a benefit. The sum of Other Income Benefits and Other Income Earnings will be deducted in accordance with the provisions of this plan.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY BENEFITS (Continued)

Estimation of Benefits

The Covered Person's Disability or Partial Disability benefits will be reduced by the amount of Other Income Benefits that Lincoln estimates is payable to the Covered Person and his dependents.

The Covered Person's Disability benefit will not be reduced by the estimated amount of Other Income Benefits if the Covered Person:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a reimbursement agreement under which, in part, the Covered Person agrees to repay the Sponsor for any overpayment resulting from the award or receipt of Other Income Benefits;
3. if applicable, provides satisfactory proof that all appeals for Other Income Benefits have been made on a timely basis to the highest administrative level unless Lincoln, on behalf of the Sponsor, determines that further appeals are not likely to succeed; and
4. if applicable, submits satisfactory proof that Other Income Benefits have been denied at the highest administrative level unless Lincoln, on behalf of the Sponsor, determines that further appeals are not likely to succeed.

In the event that Lincoln, on behalf of the Sponsor, overestimates the amount payable to the Covered Person from any plans referred to in the Other Income Benefits and Other Income Earnings provision of this plan, the Sponsor will reimburse the Covered Person for such amount upon receipt of written proof of the amount of Other Income Benefits awarded (whether by compromise, settlement, award or judgement) or denied (after appeal through the highest administrative level).

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY BENEFITS (Continued)

Lump Sum Payments

Other Income Benefits from a compromise, settlement, award or judgement which are paid to the Covered Person in a lump sum and meant to compensate the Covered Person for any one or more of the following:

1. loss of past or future wages;
2. impaired earnings capacity;
3. lessened ability to compete in the open labor market;
4. any degree of permanent impairment; and
5. any degree of loss of bodily function or capacity;

will be prorated on a weekly basis as follows:

1. over the period of time such benefits would have been paid if not in a lump sum; or
2. if such period of time cannot be determined, over a period of 260 weeks.

Cost of Living Freeze

After the first deduction for each of the Other Income Benefits, the Weekly Benefit will not be further reduced due to any cost of living increases payable under the Other Income Benefits provision of this plan.

Prorated Benefits

For any period for which a Short Term Disability benefit is payable that does not extend through a full week, the benefit will be paid on a prorated basis. The rate will be 1/7th for each day for such period of Disability.

Discontinuation of the Short Term Disability Benefit

The Weekly Benefit will cease on the earliest of:

1. the date the Covered Person fails to provide Proof of continued Disability or Partial Disability and Regular Attendance of a Physician;
2. the date the Covered Person fails to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due;

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY BENEFITS (Continued)

Discontinuation of the Short Term Disability Benefit (Continued)

The Weekly Benefit will cease on the earliest of: (Continued)

3. the date the Covered Person refuses to be examined or evaluated at reasonable intervals;
4. the date the Covered Person refuses to receive Appropriate Available Treatment;
5. the date the Covered Person refuses a job with the Sponsor where workplace modifications or accommodations were made to allow the Covered Person to perform the Material and Substantial Duties of the job;
6. the date the Covered Person is able to work in his Own Job on a part-time basis, but chooses not to;
7. the date the Covered Person's current Partial Disability earnings exceed 80% of his Basic Weekly Earnings;

Because the Covered Person's current earnings may fluctuate, earnings will be averaged over three consecutive weeks rather than immediately terminating his benefit once 80% of Basic Weekly Earnings has been exceeded.

8. the date the Covered Person is no longer Disabled according to this plan;
9. the end of the Maximum Benefit Period; or
10. the date the Covered Person dies.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY BENEFITS (Continued)

Successive Periods of Disability

With respect to this plan, "**Successive Periods of Disability**" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Weekly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this plan, a Covered Person:

1. returns to his Own Job on an Active Employment basis for less than sixty continuous days; and
2. performs all the Material and Substantial duties of his Own Job.

To qualify for the Successive Periods of Disability benefit, the Covered Person must experience more than a 20% loss of Basic Weekly Earnings.

Benefit payments will be subject to the terms of this plan for the prior Disability.

If a Covered Person returns to his Own Job on an Active Employment basis for sixty continuous days or more, the Successive Period of Disability will be treated as a new period of Disability. The Covered Person must complete another Elimination Period.

If a Covered Person becomes eligible for benefits under any other group short term disability plan, this Successive Periods of Disability provision will cease to apply to that Covered Person.

SECTION 5 - EXCLUSIONS

GENERAL EXCLUSIONS

This plan will not cover any Disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane;
3. active Participation in a Riot;
4. the committing of or attempting to commit a felony or misdemeanor; or
5. cosmetic surgery unless such surgery is in connection with an Injury or Sickness sustained while the individual is a Covered Person.

No benefit will be payable during any period of incarceration.

With respect to this provision, **Participation** shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

With respect to this provision, **Riot** shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

SECTION 6 - TERMINATION PROVISIONS

Termination of a Covered Person's Benefits

A Covered Person will cease to be covered on the earliest of the following dates:

1. the date this plan terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date the Covered Person is no longer in an eligible class;
3. the date the Covered Person's class is no longer included for benefits;
4. the date employment terminates. Cessation of Active Employment will be deemed termination of employment, except that benefits will be continued for an Employee absent due to Disability during the Elimination Period.
5. the date the Covered Person ceases active work due to a labor dispute, including any strike, work slowdown, or lockout.

The Sponsor, reserves the right to review and terminate all classes covered under this plan if any class(es) cease(s) to be covered.

SECTION 7 - GENERAL PROVISIONS

Assignment

No assignment of any present or future right or benefit under this plan will be allowed.

Complete Contract - Plan Changes

1. This plan is the entire contract. It consists of all of the pages.
2. This plan may be changed in whole or in part. Only an officer of the Sponsor can approve a change. The approval must be in writing and endorsed on or attached to this plan.
3. No other person, including an agent, may change this plan or waive any part of it.

Employee's Booklet

The Sponsor will provide a Booklet for delivery to each Covered Person. It will state:

1. the name of the Plan Administrator and the plan number;
2. a description of the benefits provided;
3. the method used to determine the amount of benefits;
4. to whom benefits are payable;
5. limitations or reductions that may apply;
6. the circumstances under which benefits terminates; and
7. the rights of the Covered Person upon termination of this plan.

If the terms of a Booklet and this plan differ, this plan will govern.

Examination

Lincoln, on behalf of the Sponsor, may have the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Lincoln, on behalf of the Sponsor. This right may be used as often as reasonably required.

Legal Proceedings

A claimant or the claimant's authorized representative cannot start any legal action:

1. until 60 days after Proof of claim has been given; or
2. more than one year after the time Proof of claim is required.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Notice and Proof of Claim

1. Notice

- a. Notice of claim must be given to Lincoln, on behalf of the Sponsor, within 30 days of the date of the loss on which the claim is based. If that is not possible, Lincoln, on behalf of the Sponsor, must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Lincoln, on behalf of the Sponsor.
- b. When written notice of claim is applicable and has been received by Lincoln, on behalf of the Sponsor, the Covered Person will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Covered Person can send to Lincoln, on behalf of the Sponsor, written Proof of claim without waiting for the forms.

2. Proof

- a. Satisfactory Proof of loss must be given to Lincoln, on behalf of the Sponsor, no later than 30 days after the end of the Elimination Period.
- b. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.
- c. Proof of continued loss, continued Disability or Partial Disability, when applicable, and Regular Attendance of a Physician must be given to Lincoln, on behalf of the Sponsor, within 30 days of the request for such Proof.

Lincoln, on behalf of the Sponsor, reserves the right to determine if the Covered Person's Proof of loss is satisfactory.

Right of Recovery

The Sponsor has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by the Sponsor in processing a claim; or
3. the Covered Person's receipt of any Other Income Benefits.

The Sponsor may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this plan;
3. taking any appropriate collection activity available including any legal action needed; and
4. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Benefits, whether on a periodic or lump sum basis.

It is required that full reimbursement be made to the Sponsor.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Subrogation and Reimbursement

When a Covered Person's Injury or Sickness appears to be someone else's fault, benefits otherwise payable under this plan for loss of time as a result of that Injury or Sickness will not be paid unless the Covered Person or his legal representative agree(s):

1. to repay the Sponsor, for such benefits to the extent they are for losses for which compensation is paid to the Covered Person by or on behalf of the person at fault;
2. to allow Lincoln, on behalf of the Sponsor, a lien on such compensation and to hold such compensation in trust for Lincoln, on behalf of the Sponsor; and
3. to execute and give to Lincoln, on behalf of the Sponsor, any instruments needed to secure the rights under 1. and 2. above.

Further, when the Sponsor has paid benefits to or on behalf of the injured Covered Person, the Sponsor will be subrogated to all rights of recovery that the Covered Person has against the person at fault. These subrogation rights will extend only to recovery of the amount the Sponsor has paid. The Covered Person must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to Lincoln, on behalf of the Sponsor.

Workers' Compensation

This plan and the benefits provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT

Administrative Services to be furnished by Lincoln and certain obligations of the Sponsor in connection with the Benefit Plan described in Annex A of the Agreement and referred to as the Plan.

I. Claims Services to be furnished on behalf of the Sponsor's self-insured Plan with respect to those classes of individuals for which Lincoln will make claim recommendations as agreed by Lincoln and the Sponsor.

A. Claims Payments and Control - While the Agreement is in effect, Lincoln will accept for processing and recommendation, all claims for benefits under the Plan for which proof of claim is furnished in a form or format satisfactory to Lincoln.

1. Determination of Eligibility - When forwarding the claim to Lincoln for review, the Sponsor will furnish to Lincoln, in a form or format satisfactory to Lincoln, information identifying by name the persons then participating under the Plan, the effective dates of their participation, and the extent of their participation in the Plan. Lincoln will rely on the information furnished to it by the Sponsor and the Sponsor may designate a third party to provide this information; and the Sponsor will hold Lincoln harmless for any inaccuracy in such information.

2. Claims Processing - The Sponsor must notify Lincoln in a format satisfactory to Lincoln when notice of claim for disability benefits is received. The Sponsor may designate a third party to provide this information. The notice must be provided at approximately the mid-point of the elimination period. Such notice will:

1. identify the Sponsor; and
2. contain other information regarding the:
 - a. time of disability;
 - b. place of disability;
 - c. circumstances of disability;
 - d. nature of disability; and
 - e. name and address of the employee.

Lincoln will review each new claim within 3 business days of receipt, and the claim will be approved, pended or denied. If sufficient information is not provided to Lincoln to make a claim determination (approval or denial), Lincoln will contact the appropriate party (employer, employee and/or physician) no later than 3 business days (from the claim receipt date) to request the information necessary to complete its review.

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

During the term of this Agreement Lincoln will:

1. review and investigate all claims with a duration equal to or greater than the elimination period for the Plan shown in Annex A to establish whether benefits are payable to the claimant under the terms of the Plan; and
2. determine whether benefit payments should continue, whether an independent medical examination should be given, or whether a referral to rehabilitation services should occur.

Where no benefit is payable because of an exclusion or limitation of the Plan, or because the claimant is not eligible for benefits under the Plan, Lincoln will notify the Sponsor and claimant in writing of the rejection of the claim.

Lincoln's claims services and notifications shall comply with the claims procedure under ERISA.

In the event that the Sponsor determines that Lincoln has misinterpreted the Plan and so informs Lincoln in writing, all claims recommendations reported after delivery of such writing will be processed and recommendations will be made according to the Sponsor's interpretation as set forth in such writing. Provided, however, that unless Lincoln specifically agrees in writing, the Sponsor's interpretation will not be binding regarding any insurance policy Lincoln or its parents or affiliates issued.

If Lincoln, upon the advice of its legal counsel, determines that the Sponsor's interpretation would cause Lincoln to violate applicable law, Lincoln will so inform the Sponsor and will not take any action to implement the Sponsor's interpretation until Lincoln is satisfied with the legality of the Sponsor's interpretation.

All doubtful claims will be referred to the Sponsor for its determination of liability.

3. Claims Control - Lincoln may investigate any claim and/or request that the claimant be examined at any point during the life of the claim. In addition, Lincoln will take such steps as may be necessary to give effect to any integration or benefit offset provisions of the Plan.

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

4. Payment of Claims - Whenever Lincoln determines a benefit to be payable under the Plan, Lincoln will make the appropriate recommendation for benefit payment to the Sponsor. Lincoln will calculate the adjusted gross benefit and provide the benefit calculation to the Sponsor or its designee. The Sponsor will be responsible for the payment of all benefits under the Plan.

5. Claims Review - For claims for which Lincoln has agreed to provide appeal services in connection with reviewing denied claims, Lincoln shall review denied claims and review disputed claims and any requests from claimants for a review of rejected claims according to procedures established by the Sponsor. The employee will have 180 days from the date of the denial letter to submit an appeal. The appeal must be in writing (from the employee or their legal representative) and contain certain additional information to support the claim. In the event Lincoln recommends upholding the denial, Lincoln will notify the Sponsor of its findings in writing and provide the Sponsor with documentation reviewed in making its recommendation.

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

II. Other Services To Be Furnished In Connection With The Plan

A. Cost Analysis

At the Sponsor's request and subject to Lincoln's right to impose an additional charge, Lincoln will furnish the Sponsor with an estimate of the benefit cost of any proposed modification or extension of the Sponsor's Benefit Plan described in Annex A. In connection therewith, Lincoln will notify the Sponsor of any change in the Schedule of Charges under the Agreement which would be required if the Plan were so modified or extended.

B. Materials to be Furnished

Upon request, Lincoln may furnish the Sponsor with a supply of Lincoln's standard forms to be used for submission of claims for benefits under the Plan, together with instructions for their use.

C. Administrative Services - Managed Care Services and Other Services

Lincoln will make the following support services available and will be utilized if the Sponsor agrees to have such services provided to complement the Sponsor's self-funded program.

Nurse Case Management (including but not limited to)

- **Medical Intervention** - Utilizing nurses (R.N.'s) in the Managed Disability Services Unit. The nurse contacts the disabled employee, medical provider and employer/Sponsor and assesses the extent of disability and level of care being administered. Where appropriate, the R. N. may refer the employee to quality medical providers or services, then follows up regularly with the employee, employer, claim analyst and provider to review medical progress and help coach and promote the early return-to-work.

Medical (including but not limited to)

- **Independent Medical Examination (IME)** - Examination conducted by professionals of the same or different discipline as the employee's physician or provider. Includes review of medical records, x-ray films, MRI's, CT's and physical examination of the employee. It may include recommendations for additional testing to differentiate diagnosis or further evaluate treatment plans. No conversation takes place between examining physician and treating physician. No follow up treatment from the examining physician.
- **Peer Review** - Comprehensive review of the employee's medical records performed by a professional in the same discipline as the provider. Does not include physical examination of the employee. Usually involves conversation between the reviewer and treating provider about the treatment plan.

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

- Second Opinion - Examination conducted by professionals of the same or different discipline as the employee's physician or provider. Includes review of medical records, x-ray films, MRI's, CT's and physical examination of the employee. It may include recommendations for additional testing to differentiate diagnosis or further evaluate treatment plans. No conversation takes place between examining physician and treating physician. Could have follow up treatment with examining physician.
- Functional Capacity Evaluation (FCE) - A physical or occupational therapist performs an objective assessment of an employee's functional levels and physical capabilities. Used to determine level of work capability. Evaluations can be performed at the work site or at a therapy office.
- Independent Psychological Examination (IPE) - Psychological examination conducted by psychologist or psychiatrist. Includes review of medical records and in person evaluation of the employee. It may include recommendations for additional testing to differentiate diagnosis or further evaluate treatment plans. This does not include contact between the treating professional and the examining professional, and there is no follow up treatment from the examining professional.
- Additional Medical Testing and Treatment - Diagnostic testing and treatment related to recommendations from IPE's, IME's or Second Opinion, other diagnostic testing and treatment, lab work, imaging studies (X-rays), therapies, medications, prostheses, medical supplies and physical therapy.
- Medical Records - Medical records contain useful information such as office notes, detailed treatment plans and test results. These are often requested by the claim analyst or RN case manager when assessing overall disability and determining the best claim management course.

Vocational Case Management (including but not limited to)

- Vocational Assessment - A comprehensive analysis of employability, which takes into consideration medical status, vocational status, labor market information and earning capacity.
- Transferable Skills Analysis (TSA) - An analysis of the employee's work experience and education, along with restrictions and limitations, to determine other occupations which he or she is reasonably qualified.
- Labor Market Survey (LMS) - The study of a particular labor market to determine if employment opportunities exist in that geographic location. May include analysis of the growth and or decline in the number of jobs and wage data.

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

- Job Task Analysis - Vocational Rehabilitation Specialist assists in defining the essential and nonessential physical/cognitive duties of the specified job as it is performed during a traditional 8 hour work day.
- Vocational Evaluation/Testing - Objective testing of the employee's aptitudes, interests, values and attitudes.
- Vocational Exploration/Counseling/Planning - Using the information gathered during Vocational Assessment and Vocational Evaluation/Testing, the Vocational Rehabilitation Counselor proceeds to discuss options for returning to work. This counseling process is used to identify the best vocational alternatives given the employee's medical status, work and education history (skills), financial status, etc.
- Job Placement Assistance- These are activities to assist the employee with obtaining a new job. This may include identifying job openings, arranging interviews, preparing resumes and cover letters, teaching interview skills, etc. Job Placement Assistance may include return-to-work planning with the Sponsor.
- Ergonomic Assessment - Customize work station to best ergonomic fit for the employee's specific body structure and/or for specific impairments resulting from their disability. This may include adjusting desk top height, computer monitor height, keyboard, mouse pads and/or include adaptive equipment and technology, and analysis of the entire work environment for the employee.

Investigation Services (including but not limited to)

- Professional Investigation Services - Professional Investigation services typically include activities check, records check and /or surveillance. These investigations are only initiated when the information provided is inadequate or questionable, and the investigation is necessary to resolve.
- Disability Evaluation Interview - In person interview with the employee conducted by a professional investigator to obtain information on the employee's activities and to assess their lifestyle to provide further analysis of the disability.

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

III. Reports

Lincoln will provide the following reports at no additional cost to the Sponsor:

1. Itemized Open Claim Detail (Quarterly)
2. Itemized Closed Claim Detail (Quarterly)
3. Claims by Nature of Disability (Quarterly)
4. Claims by Duration of Disability (Quarterly)
5. Claims by Age at Onset of Disability (Quarterly)
6. Claim Status Report (Bi-Weekly)
7. Claim Payroll Report (semi-monthly)
8. Group Disability Management Summary Reports (Sample CAM Reports) (annual)
9. Copy of SAS 70 Report (annual)
10. Reporting to complete any Form 5500 Schedule, within 120 days after the close of the plan year (annual)

IV. Account Management Services

Lincoln will provide the following account management services at no additional cost to the Sponsor:

1. quarterly in-person meetings at a domestic location determined by Sponsor;
2. provide to Sponsor and update Sponsor on any known legislation that impacts the benefits and services to the Plan;
3. single Integrated Disability Report that includes Worker's Compensation (quarterly); and
4. review Sponsor generated employee communication materials regarding the administration and benefits of the Plan. The Sponsor is responsible for the final accuracy of such materials.

ANNEX C
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT

SCHEDULE of CHARGES

Administrative Service Only Charges

The monthly expense charge for the Administrative Services provided under the Agreement for the 36 month period beginning on **January 1, 2011** and ending on **January 1, 2014**, and for succeeding 12 month periods will be determined as follows:

Number of Employees covered under the Plan X monthly Per Employee Rate

Monthly per Employee Rate: \$1.63

The actual monthly Employee exposure is the actual total number of Employees in Active Employment covered under the Plan as of the first day of the month.

Note: While this Agreement remains in effect, the above rate shall not be increased for the three years beginning on the Effective Date of this Agreement except as permitted under Part Four B of the Administrative Services Only Agreement.

ANNEX D
Information Security Exhibit



Provider Security Requirements Level 2

A. Symantec Security and Architecture Requirements

Symantec may deliver its then current Information Security and Architecture Policies. These policies will be provided to the supplier in soft copy format. Supplier shall consider the same in good faith as it reviews its own Information Security Policies. In all events Provider will follow its Information Security Policies and procedures

B. Third Party Review or Assessment

Provider commits to maintain and renew as required by the applicable certification, the third party assessment, audit or review provided during the vendor selection phase. If such assessment, audit or review was not required or not applicable during vendor selection, Providers will, at Symantec's request, provide an independent, third party assessment, audit or review which attests to the effectiveness of controls related to the requirements defined below in *Section C Security*. Provider must provide this review, to be conducted at the Provider's expense, within 6 months of Symantec's request and annually thereafter. For the purposes of this section, Symantec will accept either ISO 27002 or SAS 70 as third party assessments.

C. Security

1. Network-Level Requirements

- a. Provider must use firewall(s) to protect hosts/infrastructure handling Symantec products or data. The firewall(s) must be able to effectively perform the following functions: stateful inspection, logging, support for all IPSec standards and certificates, support for strong encryption and hashing, ICMP and SNMP based monitoring and anti-spoofing.
- b. Provider must have network-based security monitoring for the segment(s) on which hosts handling Symantec data are logically located.
- c. Provider may assess network-level vulnerabilities through penetration testing and a vulnerability assessment conducted by a third-party and remediate critical vulnerabilities within 30 days. This third-party assessment must be conducted as required by Provider's management.

2. Hosting Level Requirements

- a. Provider must implement operating system hardening for hosts/infrastructure handling Symantec products or data. Operating system hardening includes, but is not limited to, the following configurations: strong password authentication, inactivity time-out, disabling or removal of unused or expired accounts and services, turning off unused ports, and log management. In addition, Providers must implement strong access control and restrict access to operating system configurations to privileged users.
- b. Provider must develop a documented patch management program and regularly perform patch management on all systems that host or handle Symantec data. Provider must implement critical patches within vendor recommended timeframes on all systems that hosts or handles Symantec data.
- c. Provider must implement controls to track and verify activities of users with access to systems that host or handle Symantec data, including, but not limited to maintaining log files, cameras, etc.
- d. Provider must, at a minimum, quarterly assess system-level vulnerabilities and remediate critical vulnerabilities within 30 days.
- e. Provider must employ a comprehensive anti-virus solution with timely signature updates for Windows OS hosts which handle Symantec products or data Provider will develop an anti-virus solution for Unix and Mainframe hosts."
- f. All servers used to provide services are protected with appropriate physical security mechanisms, including but not limited to badged access, secure perimeter, cameras, alarms, and enforced user provisioning controls. Provider will maintain appropriate virtual/logical segregation controls to ensure data integrity and prevent any kind of data leakage including, but not limited to leakage between customer instances, external leakage/loss, etc.

3. Application-Level Requirements

- a. Provider must maintain documentation on overall application architecture, process flows, and security features for applications handling Symantec data.
- b. Provider must maintain secure programming guidelines and protocols in the development of applications processing or handling Symantec data.



- c. Provider shall be responsible for verifying that members of the developer team have been successfully trained in secure programming techniques.
- d. Provider will maintain a documented application patch management program for all Windows systems and regularly perform patch management on all applications that host or handle Symantec data. Provider must implement critical patches within vendor recommended timeframes on all applications that host or handle Symantec data.
- e. Provider engages a third party to periodically assess application-level vulnerabilities and remediate critical vulnerabilities..
- f. Provider must have engaged a third party for an independent code review and maintain documentation of code reviews performed for all applications that host or handle Symantec data.
- g. Provider must employ industry standard change management standards for all applications hosting or handling Symantec data.
- h. Provider must identify the key risks to the important assets and functions provided by the application, conduct an analysis of the most common programming errors, and document in writing that they have been mitigated.

4. Data-Level Requirements

- a. Provider must use strong encryption (e.g. SSH, SSL) for transmission of Symantec data that is considered Confidential Information. Provider must use strong encryption, hashing, or have other compensating controls in place (e.g. restricted access) for storage of Symantec data that is considered Confidential Information.

5. End User Computing Level Requirements

- a. Provider must employ a comprehensive anti-virus solution with timely signature updates for end user computing devices which handle Symantec products or data.
- b. Provider will encrypt remote devices such as flash drives and mobile devices. Encryption may be optional for CD/DVD's.

6. Compliance Requirements

- a. Notwithstanding any of the foregoing, Provider must adopt appropriate physical, technical and organizational security measures in accordance with insurance industry standards, including but not limited to building access control, employee education, etc.

ANNEX E
PIPA

PERSONAL INFORMATION PROTECTION AGREEMENT

This Personal Information Protection Agreement (“**PIPA**”) is between Symantec Corporation, a Delaware corporation with its principal place of business at 350 Ellis Street, Mountain View, California, 94043, together with its Affiliates, (“**Symantec**”) and **The Lincoln National Life Insurance Company**, an insurance company with its principal place of business at 100 Lincoln Way Dover NH 03820 (“**Provider**”). This PIPA shall be effective on 1/1/2011 (“**Effective Date**”).

Now, therefore, for good and valuable consideration, the sufficiency of which Symantec and Provider hereby acknowledge, the parties agree as follows:

1. DEFINITIONS

1.1 “**Personal Information**” shall mean any information related to any identified or identifiable natural person, such as Symantec personnel and their dependents) (“**Individuals**”), that Provider has received or collected for processing pursuant to the agreement(s) entered into between Symantec and Provider for the provision of services (individually and collectively, “**Provider Agreement**”). Such information includes without limit, names, contact information and those categories of information identified in the Statement of Work agreed upon for each service.

2. INFORMATION PROCESSING AND USE

2.1 Provider shall process Personal Information for the purpose to provide the services established in the Provider Agreement and for the following purposes: underwriting, rate making, insurance research, fraud detection, fraud prevention, authorized disclosures to an insurance information bureau, performance under this Agreement or as required by law.

2.2 Provider shall process Personal Information in accordance with Provider’s policies and procedures and consistent with its obligations under this Agreement and at law.

2.3 Provider will comply with reasonable requests by Symantec to support Symantec’s obligations to provide Individuals with access to Personal Information under applicable privacy and data protection laws.

2.4 Provider shall disclose Personal Information only to its employees, agents and contractors that have a need to know in order to perform the obligations of the Provider Agreement. Also, Provider shall inform and train its employees about privacy, about the need to preserve confidentiality of Personal Information and about the requirements of this PIPA.

2.5 Where Personal Information is collected by Provider on behalf of Symantec, if such collection is permitted to or required to be done by communicating Symantec’s name or logo to the public, Provider shall ensure that Symantec’s applicable privacy notice is presented at the time of collection.

2.6 Provider may disclose Personal Information to third parties in accordance with applicable laws and for the following purposes: underwriting, rate making, insurance research, fraud detection, fraud prevention, authorized disclosures to an insurance information bureau, performance under this Agreement or as required by law .

2.7 In no event shall Provider sell, lease or rent Personal Information.

2.8 Provider shall be responsible to Symantec for the acts, omissions and breaches by its personnel, subcontractors, agents and any other third party engaged by Provider or acting on Provider’s behalf.

3. APPLICABLE LAWS AND POLICIES

In processing Personal Information, Provider shall act in compliance with all applicable laws and with Provider’s Privacy Policy.

4. PRIVACY CONTACTS

For all purposes required by this PIPA, Symantec and Provider will each appoint one privacy contact. Their names and contact details will be indicated in the applicable Statement of Work. If no privacy contact is indicated, and for matters not relating to a specific Statement of Work, the privacy contacts shall be the following:

For Provider (name) _____ (title) _____

For Symantec (name) _____ (title) _____

5. PERSONAL INFORMATION SECURITY

Provider agrees to implement the same level of security, but in no event less than a reasonable level of security, as it adopts for the protection of its own information of like nature or sensitivity, in order to protect Personal Information from accidental or unauthorized access, use, disclosure, tampering, destruction or loss, etc. In particular, Provider shall adopt adequate organizational, technical and physical data protection measures. Security measures shall be adequate in relation to the nature of the Personal Information and in relation to the specific risks presented by the information processing. Nothing in this PIPA shall relieve the Provider from its obligations arising from the Provider Agreement.

6. DATA SECURITY BREACH

Provider agrees that it shall:

- (i) upon execution of the Agreement and annually thereafter, provide Symantec with a copy of a summary of its incident or breach response plan. Such plan will identify with sufficient reasonable particularity how the Provider will respond to and investigate incidents or breaches relating to Symantec Information occurring or suspected to have occurred as a result of any accidental or malicious breaches or other incursions, whether internally or externally caused;
- (ii) subject to applicable confidentiality obligations and to the extent allowed by applicable law, notify Symantec immediately in the event of an actual or suspected disclosure of Symantec Information, including but not limited to accidental or malicious breaches or other incursions into the Provider's infrastructure or any loss of data. Such notifications will include sufficient detail for Symantec to notify affected parties if both Supplier and Symantec agree that Symantec should be the party to provide notice and to take steps to prevent or minimize harm from such disclosures, and to allow Symantec to take steps to prevent or minimize hardships from such disclosures. Provider will cooperate with Symantec fully and immediately in investigating such incidents and mitigating the consequences;
- (iii) take reasonable and appropriate steps to notify affected individuals or regulatory authorities where required by applicable law of any inadvertent disclosure of Symantec Information, and to take such steps as necessary to protect such affected individuals from fraud or identity theft as is necessary including but not limited to making credit reports or watch facilities available;
- (iv) In the event of an incident, Provider shall immediately make available key personnel with sufficient knowledge to resolve any data privacy or security issues involving Symantec Information, and in particular, work with Symantec's Incident Response Team (IRT) to determine the scope of the Incident, investigate the incident, and prepare a written summary of the incident and corrective action taken; however, such efforts shall not alter or change responsibility between Provider and Symantec for providing such notifications under applicable laws;
- (v) The parties will consult with each other in case of an incident and the following actions and obligations on the part of the Supplier are subject to its agreement at the time. Provider agrees to promptly reimburse Symantec for the costs of any notifications to affected individuals and for the costs of providing credit reporting and/or monitoring services for the individuals (and any failure to do so will entitle Symantec to deduct such amounts from payments otherwise due to Provider). Provider agrees to notify law enforcement or regulatory authorities if Symantec so requires, and to do so promptly, of any suspected breach of law applicable in Provider's jurisdiction, which may have been committed by Provider's personnel or sub-contractors, and to cooperate with law enforcement or regulatory authorities in the investigation of such breach.

7. RECORDS RETENTION AND AUDIT

7.1 Provider shall retain Personal Information as long as required by Symantec and, upon termination of the Provider Agreement, shall (as applicable to each Provider Agreement) return or, at Symantec request, destroy all copies of records containing Personal Information, except as otherwise required by law or by agreement with Symantec. (iii) The foregoing notwithstanding Symantec understands and agrees that certain information (as an example and not in limitation data entered into a claim record, treatment record, statistical or actuarial record) some of which may be personal information provided to or acquired by Provider in the course of providing insurance and insurance related services hereunder becomes part of the business records of Provider (Insurance Company Records) and Insurance Company Records are required to be maintained by Provider pursuant to law and regulation and the ordinary conduct of its business. Symantec understands and agrees further that data and statistics derivative of Insurance Company Records are created and used by Provider in conduct of its business of insurance. Symantec understands and agrees that nothing in this Agreement shall require Provider to destroy, fail to maintain or deny use of Insurance Company Records or the creation and use of derivative data in the ordinary conduct of Provider’s insurance business.

7.2

Subject to execution of non-disclosure and confidentiality agreements acceptable to counsel for Supplier Symantec shall have the right, either directly or through a qualified and independent third party chosen by Symantec and not unreasonably objected to by Provider, to audit Provider’s compliance with the terms of this PIPA. Such audit shall be at Symantec expenses, during regular business hours at Provider’s facilities (or other facilities where Personal Information is processed) on a mutually agreed to date(s), but no later than fifteen (15) days from the date of the audit notice. Provider shall provide Symantec access to the relevant personnel, records and facilities.

8. MISCELLANEOUS

8.1 *Governing Law; Venue.* This PIPA will be governed by and construed exclusively in accordance with the laws of California without regard to principles of conflicts of law. Any legal action or proceeding arising under this PIPA will be brought exclusively in Santa Clara County, California, and the parties hereby consent to personal jurisdiction and venue therein.

8.2 *Severability.* If any provision of this PIPA is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this PIPA shall remain in full force and effect.

8.3 *No Waiver.* The failure by either party to enforce any provision of this PIPA will not constitute a waiver of future enforcement of that or any other provision. All of the remedies provided for in this PIPA are non-exclusive and without prejudice to any other rights Symantec may have at law or in equity.

IN WITNESS WHEREOF, the parties have caused this PIPA to be executed as of the Effective Date by their duly authorized representatives.

Symantec Corporation

Lincoln Life Assurance Co. of Boston

By:

By:

Printed Name:

Printed Name:

Title:

Title:

AMENDMENT NO. 1

It is agreed the following changes are hereby made to this policy: PD3-860-066125-01

CHANGE(S)	ADDITIONS	DELETIONS
Successive Period updated from 14 days to 60 days	ASO-ANNEX A-STD- 11 R (1)	ASO-ANNEX A-STD- 11

The effective date of this change is July 1, 2016

The changes will only apply to Disabilities or Partial Disabilities, which start on or after the effective date of this change.

This policy's terms and provisions will apply other than as stated in this amendment.

Dated this 15th day of September, 2016.

Issued to and Accepted by:

Symantec Corporation
Sponsor

By _____
Signature and Title of Officer

Stephen J. McAnis

The Lincoln National Life Insurance Company

AMENDMENT NO. 2

It is agreed the following changes are hereby made to this Agreement: **PD3-860-066125-01**

Changes	Additions	Deletions
Revised the Sponsor's name and address. Revised the Monthly per Employee Rate	Facepage ASO-AGREEMENT-1 ASO-ANNEX A ASO-ANNEX C-1	Facepage R (1) ASO-AGREEMENT-1 R (1) ASO-ANNEX A R (1) ASO-ANNEX C-1 R (1)

The Effective Date of this change is April 1, 2023.

The changes will only apply to Disabilities or Partial Disabilities which start on or after the effective date of this change.

This Agreement's terms and provisions will apply other than as stated in this amendment.

Dated this 14th day of June, 2023.

Issued to and Accepted by:

Gen Digital Inc.
Sponsor

By _____
Signature and Title of Officer

The Lincoln National Life Insurance Company



AMENDMENT NO. 2

It is agreed the following changes are hereby made to this Agreement: **PD3-860-066125-01**

Changes	Additions	Deletions
Revised the Sponsor's name and address. Revised the Monthly per Employee Rate	Facepage ASO-AGREEMENT-1 ASO-ANNEX A ASO-ANNEX C-1	Facepage R (1) ASO-AGREEMENT-1 R (1) ASO-ANNEX A R (1) ASO-ANNEX C-1 R (1)

The Effective Date of this change is April 1, 2023.

The changes will only apply to Disabilities or Partial Disabilities which start on or after the effective date of this change.

This Agreement's terms and provisions will apply other than as stated in this amendment.

Dated this 14th day of June, 2023.

Issued to and Accepted by:

Gen Digital Inc.
Sponsor

By _____
Signature and Title of Officer

The Lincoln National Life Insurance Company

