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IF YOU DO NOT AGREE TO THESE TERMS:

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- PROMPTLY RETURN THIS SOFTWARE AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM YOU ACQUIRED THEM

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- b) "Documentation" means explanatory materials in printed, electronic or online form accompanying the Software in English and other languages, if available.
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- d) "Grant Letter" means a confirmation notice letter issued by Intel to you, confirming the Software and Support purchased by you, including the applicable product entitlement, as defined in the Product Entitlement Definitions (further described at Section 3(a) below).
- e) "High Risk System" means a device or system that requires extra safety functionalities such as fail-safe or fault-tolerant performance features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage. A device or system with a fail-safe feature in the event of failure may revert to a safe condition rather than break down, may include a secondary system that comes into operation to prevent a malfunction, or may operate as a backup in the event of a malfunction. A device or system with a fault-tolerant feature in the event of failure may continue its intended operation, possibly at a reduced level, rather than failing completely. Without limitation, High Risk Systems may be required in critical infrastructure, industrial plants, manufacturing facilities, direct life support devices, aircraft, train, boat or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.
- f) "Intel" means (i) Intel Americas, Inc., with offices located at 2200 Mission College Blvd., Santa Clara, California 95054, USA, if the Software is purchased in the United States (except as provided in subclause (vi), below), Canada, Mexico, Central America, South America, or the Caribbean, (ii) Intel Corporation UK Limited, with its registered offices located at Pipers Way, Swindon, Wiltshire SN3 1NJ, United Kingdom, if the Software is purchased in Europe, the Middle East, or Africa, (iii) Intel Semiconductor (US) LLC, with a trading address located at 69/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong, if the Software is purchased in Asia (other than China (if the Software is purchased in RMB) or Japan) or the region commonly referred to as Oceania, (iv) Intel Kabushiki Kaisha, with offices located at Kokusai Building 5F, 1-1, Marunouchi 3-chome, Chiyoda-ku, Tokyo, 100-0005, Japan, if the Software is purchased in Japan, (v) Intel Trading (Shanghai) Co., Ltd., with a trading address located at Room IIA/B, First Floor, No. 999 Ying Lun Road, Waigaoqiao Free Trade Zone, Pudong, Shanghai, 200131 China, if the Software is purchased in China (in RMB), or (vi) Intel Security Public Sector LLC, with offices located at 2821 Mission College Blvd., Santa Clara, California 95054, USA, if the Software is purchased by the U.S. Government, State or Local Government, Healthcare organization or Educational institution within the United States.
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- h) "Standard" means any generally recognized technology or technical standard promulgated, distributed, specified, or published by an entity whose activities include developing, coordinating, promulgating, amending, reissuing, or otherwise producing standardized technology specifications or protocols for adoption by product manufacturers or the public. "Standards" includes "de facto" technology or technical standards that are initially introduced by one or more entities, which then become more widely adopted by others in other products; includes features characterized as "mandatory," "optional," and their equivalents; and includes versions characterized as "draft." Examples of Standards include GSM, GPRS, EDGE, CDMA, UMTS, LTE, WCDMA, WiFi (also known as 802.11[x]), Bluetooth (also known as 802.15.1), and de-facto standards such as HTML or VHS (video). Examples of entities that promulgate, distribute, specify or publish Standards include the IEEE, ITU, 3GPP, ETSI, and the USB Implementers' Forum.

- i) “Subsidiary” means any entity controlled by you through greater than fifty per cent (50%) ownership of the voting securities.
- j) “Support” or “Technical Support” means the support services offered by Intel for the support and maintenance of the Software and the McAfee- or Intel Security-branded hardware equipment as further specified in the Intel Technical Support and Maintenance Terms.
- k) “Updates” are related to content of the Software, including, without limitation, all DATs, signature sets, policy updates, and database updates for the Software, and that are made generally available to Intel’s customer base as a part of purchased Support and which are not separately priced or marketed by Intel.
- l) “Upgrade” means any and all improvements in the Software that are made generally available to Intel’s customer base as part of purchased Support and which are not separately priced or marketed by Intel.

2) **License Grant; Proprietary Rights.**

- a) Subject to the terms and conditions of this Agreement, Intel hereby grants to you a non-exclusive, non-transferable right to use the Software (for the purpose of this Agreement, to use the Software includes to download, install, and access the Software) listed in the Grant Letter solely for your own internal business operations. You are not granted rights to Updates and Upgrades unless you have purchased Support (or a service subscription granting rights to Updates and Upgrades).
- b) The Software, including, without limitation, its object code and source code, whether or not provided to you, is strictly confidential to Intel. Intel (or its licensors) owns exclusively and reserves all – and you may not exercise any – right, title, and interest in and to the Software, including, without limitation, all intellectual property rights in and to the Software, except to the extent of the limited Software use license granted to you in this Agreement. This Agreement is not an agreement of sale, and no title, intellectual property rights, or ownership rights to the Software are transferred to you pursuant to this Agreement. You acknowledge and agree that the Software and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Software, all future Updates and Upgrades, and all other improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, DATs, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Software, all derivative works based upon any of the foregoing, and all copies of the foregoing are trade secrets and proprietary property of Intel, having great commercial value to Intel.

3) **Copy and Use Terms.**

- a) Product Entitlement: The use of the Software depends on the licenses purchased (e.g. nodes) and is subject to the Product Entitlement Definitions set forth at <http://www.mcafee.com/us/resources/legal/mcafee-product-entitlement-definitions.pdf> on the applicable date of your Grant Letter.
- b) Multiple Platforms/Bundles: If the Software supports multiple platforms or if you receive the Software bundled with other software, the total number of devices on which all versions of the Software is installed may not exceed your product entitlement. Certain Software licensed as part of a suite-based Intel product may also require the purchase of a separate Intel server license in order to use the Software on certain types of servers, in each case as specified in the Documentation.
- c) Term: The license is effective for a limited period of time (“Term”) in the event that such Term is set forth in the Grant Letter, otherwise the licenses shall be perpetual.
- d) Copies: You may copy the Software as reasonably necessary for back-up, archival or disaster recovery purposes.
- e) Subsidiaries; Managing Parties: You may permit use of the Software in accordance with the terms of this Agreement by a Subsidiary only for so long as such entity remains your Subsidiary. You also may permit a third party with which you enter into a contract to manage your information technology resources (“Managing Party”), provided that (i) the Managing Party only uses the Software for your internal operations and not for the benefit of another third party or the Managing Party, (ii) the Managing Party agrees to comply with the terms and conditions of this Agreement and (iii) you provide Intel with written notice that a Managing Party will be using the Software on your behalf. You shall be responsible for each Subsidiary’s and Managing Party’s compliance with or breach of the terms of this Agreement.
- f) General Restrictions: You may not, and you may not cause or allow any third party to: (i) decompile, disassemble or reverse-engineer the Software; or create or recreate the source code for the Software; (ii) remove, erase, obscure, or tamper with any copyright or any other product identification or proprietary rights notices, seal, or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software or Documentation; or fail to preserve all copyright and other proprietary notices in all copies of the Software and Documentation made by you; (iii) lease, lend or use the Software for timesharing or service bureau purposes; sell, market, license, sublicense, distribute, or otherwise grant to any person or entity any right to use the Software except to the extent expressly permitted in this Agreement; or use the Software to provide, alone or in combination with any other product or service, any product or service to any person or entity, whether on a fee basis or otherwise; (iv) modify, adapt, tamper with, translate, or create derivative works of the Software or the Documentation; combine or merge any part of the Software or Documentation with or into any other software or documentation; or refer to or otherwise use the Software as part of any effort to develop software (including, without limitation, any routine, script, code, or program) having any functional attributes, visual expressions, or other features similar to those of the Software or to compete with Intel; (v) except with

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5) **Limited Warranty and Disclaimer.**

- a) **Limited Warranty:** Intel warrants that, for a period of sixty (60) days from the purchase date ("Warranty Period"), the Software licensed hereunder will perform substantially in accordance with the Documentation (the "Limited Warranty").
- b) **Exclusive Remedy:** In case of any breach of the above Limited Warranty, as your exclusive remedy and Intel's entire obligation and liability Intel will (i) repair or replace the Software or (ii) if such repair or replacement would in Intel's opinion be commercially unreasonable, upon Intel's receipt of your written representation and promise that you have removed all instances of the Software and will not use the Software, refund the price paid by you for the applicable Software.
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- a) UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, NEGLIGENCE, CONTRACT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND, LOSS OF GOODWILL, LOSS OF PERSONNEL SALARIES, LOST PROFITS OR REVENUE, DAMAGES DUE TO WORK STOPPAGE AND/OR COMPUTER FAILURE OR MALFUNCTION, AND/OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES, WHETHER OR NOT FORESEEABLE, EVEN IF THE EXCLUSIVE REMEDIES PROVIDED BY THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES.
- b) REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT AND/OR ANY OTHER LEGAL THEORY, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER EXCEED THE AMOUNT OF TOTAL FEES PAID OR PAYABLE BY YOU FOR THE

SOFTWARE GIVING RISE TO SUCH CLAIM DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

- c) No provision of this Agreement shall exclude or limit in any way (i) the liability of either party for death or personal injury caused by negligence or (ii) your liability for excess usage of and/or any breach of Intel's intellectual property rights in the Software. Furthermore, nothing in the Agreement shall exclude or limit your liability for fraud or for any other matter for which liability cannot be excluded by law.
- d) THE LIMITATION OF LIABILITY IN THIS SECTION IS BASED ON THE FACT THAT END USERS USE THEIR COMPUTERS FOR DIFFERENT PURPOSES. THEREFORE, ONLY YOU CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO YOUR NEEDS IN THE EVENT THAT AN ERROR IN THE SOFTWARE CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE BUSINESS REASONS, YOU AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEE CHARGED FOR THE SOFTWARE WOULD BE HIGHER.

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- a) **Indemnity:** Intel will indemnify, and, at its election, defend, you against claims asserted against you in any suit or proceeding for direct patent or copyright infringement, or for Intel's trade secret misappropriation, asserted against the Software, alone and not in combination with anything. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. § 516. Pursuant to 28 U.S.C. § 516, Intel cannot assume responsibility for or control of the litigation or any settlement negotiations, provided however, that Ordering Activity (i) agrees that any litigation or settlement negotiation shall not bind Intel; (ii) shall not impair Intel's own rights, defenses, or claims against the third party claimant; (iii) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Intel, and (iv) shall in good faith reasonably cooperate and consult with Intel during the course of settlement negotiations and prosecution of the claim, and shall afford Intel free access to all communications and documentation with all parties, witnesses, and judicial or administrative bodies associated with such claim upon Intel's request. In compliance with the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B), the U.S. Government does not agree to pay any costs, fees, or damages arising from claims against Intel relating to use of the Software by Ordering Activity.
- b) **Exclusions:** Notwithstanding anything else in this Agreement, Intel has no obligation to indemnify or defend the following claims:
 - i) those asserted against elements or features in, or operation of, the Software attributable in whole or in part to Intel's inclusion of technology given by you to Intel, or in compliance with your designs, specifications or instructions, including inclusion of software supplied by you or included at your request;
 - ii) those asserted against the Software attributable in whole or in part to the modification of the Software by anyone other than Intel, or against the use of the Software, where that use is contrary to its specification or instructions for use;
 - iii) those asserted against the combination of the Software with anything;
 - iv) those based on an allegation that the Software implements or complies with, in whole or in part, as shipped or when used, a Standard;
 - v) those including an allegation that Intel, you, or the Software indirectly infringes, including by inducing or contributing to another's infringement;
 - vi) any claim (such as a counterclaim) that was made in response to a suit or proceeding first filed by you alleging patent infringement;
 - vii) those including an allegation that the Software complies, in whole or in part, as shipped or when used, with any media decoding, encoding, or transcoding technology (such as, for example, through use of an audio or video codec); and
 - viii) those asserting that you willfully infringed.
- c) **Conditions:** Intel's obligations under this Section 7 are conditioned on your prompt written notice to Intel of a claim and on your giving to Intel the right to control and conduct the defense and any settlement of the claim to the extent permitted under 28 U.S.C. § 516. You must fully and timely cooperate with Intel and provide Intel with all reasonably requested authority, information and assistance. Intel will not be responsible for any costs, expenses or compromise incurred or made by you without Intel's prior written consent.
- d) **Defense, Settlement and Remedies:** At its option, Intel will control and conduct the defense and any settlement of indemnified claims to the extent permitted under 28 U.S.C. § 516. Intel may, in its sole discretion and at its own expense: (i) procure for you the right to continue using the Software; (ii) replace the Software with a non-infringing Software; (iii) modify the Software so that it becomes non-infringing; or (iv) upon your return of the Software to Intel, refund the residual value of the purchase price paid by you for the infringing Software, depreciated using a straight-line method of depreciation over a three (3) year period from the date of delivery of the Software to you.
- e) **Personal Indemnity:** The foregoing indemnity is personal to you. You may not assign, transfer or pass through this indemnity to any third party. You will notify all third parties that they must look solely to you for any indemnity for claims of infringement asserted against Software purchased from you.
- f) **Exclusive Remedy:** The foregoing states Intel's entire obligation and your exclusive remedy for claims of patent or copyright infringement, or trade secret misappropriation, by the Software.

8) **Termination.**

Without prejudice to your payment obligations, you may terminate your license at any time by uninstalling the Software. Upon such termination, you shall promptly return or destroy all copies of the Software and Documentation.

9) **Additional Terms.**

- a) **Evaluation Software:** If the Software has been identified by Intel as "Evaluation" Software, then the provisions of this section apply and shall supersede any other conflicting term of this Agreement. Your royalty-free, non-transferable, limited license to use the Evaluation Software, for evaluation purposes only, is limited to thirty (30) days unless otherwise agreed to in writing by Intel. The Evaluation Software may contain errors or other problems that could cause system or other failures and data loss. Consequently, Evaluation Software is provided to you "AS IS" and Intel disclaims any warranty or liability obligations to you of any kind. Support is not available for Evaluation Software. Any information about the Evaluation Software gathered from its use shall be used solely for evaluation purposes and shall not be provided to any third parties. The restrictions described in Section 3(g) apply. If you fail to destroy the Evaluation Software after the evaluation period has expired, Intel may, at its discretion, invoice you in an amount equal to the Intel List Price for the Software. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, INTEL'S LIABILITY AND THAT OF ITS SUPPLIERS AND AUTHORIZED PARTNERS UNDER THIS AGREEMENT RELATED TO EVALUATION SOFTWARE, OR IN CONNECTION WITH EVALUATION SOFTWARE, SHALL BE LIMITED TO THE SUM OF FIFTY (50) U.S. DOLLARS OR THE EQUIVALENT IN LOCAL CURRENCY IN TOTAL.
- b) **Beta Software:** If the Software that you have received has been identified by Intel as "Beta" Software, then the provisions of Section 9(a) above shall apply accordingly. Intel has no obligation to you to further develop or publicly release the Beta Software. Support is not available for Beta Software. If requested by Intel, you will provide feedback to Intel regarding testing and use of the Beta Software, including error or bug reports. You agree to grant Intel a perpetual, non-exclusive, royalty-free, worldwide license to use, copy, distribute and make derivative works and incorporate the feedback into any Intel product at Intel's sole discretion. Upon receipt of a later unreleased version of the Beta Software or release by Intel of a publicly released commercial version of the Beta Software, you agree to return or destroy all earlier Beta Software received from Intel.
- c) **"Free" or "Open-Source" Software:** The Software may include components (including, without limitation, programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or open source software licensing model ("FOSS Code"). FOSS Code components included with the Software are redistributed by Intel under the terms of the applicable FOSS Code license for such component; your receipt of FOSS Code components from Intel under this Agreement neither enlarges nor curtails your rights or obligations defined by the FOSS Code license applicable to the FOSS Code component. Copies of the FOSS Code licenses for FOSS Code components included with Software are included with or referenced in the Software's Documentation.

10) **Notice to U.S. Government End Users.**

The Software and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

11) **Privacy and Collection of Personal or System Information.**

- a) The Software, Support or service subscription may employ applications and tools to collect personally identifiable, sensitive or other information about you and users (e.g., including, without limitation, your and users' name, address, e-mail address and payment details), their computers, files stored on their computers, or their computers' interactions with other computers (e.g., including, without limitation, information regarding network, licenses used, hardware type, model, hard disk size, CPU type, disk type, RAM size, 32 or 64 bit architecture, operating system types, versions, locale, BIOS version, BIOS model, total scanners deployed, database size, system telemetry, device ID, IP address, location, content, Intel products installed, Intel components, processes and services information, frequency and details of update of Intel components, information about third party products installed, extracts of logs created by Intel, usage patterns of Intel products and specific features, etc.) (collectively, "Data").
- b) The collection of this Data may be necessary to provide you and users with the relevant Software, Support or service subscription functionalities as ordered (e.g., including, without limitation, detecting and reporting threats and vulnerabilities on your and users' computer network), to enable Intel to improve our Software, Support or service subscription (e.g., including, without limitation, content synchronization, device tracking, troubleshooting, etc.), and to further or improve overall security for you and users. You may be required to uninstall the Software or disable Support or its service subscription to stop further Data collection that supports these functions.
- c) By entering into this Agreement you and users agree to the Intel Privacy Policy on the Intel Security web site (www.intelsecurity.com) and to the collection, processing, copying, backup, storage, transfer and use of this Data by Intel and its service providers, in, from and to the United States, Europe, or other countries or

jurisdictions potentially outside of your or user's own as part of the Software, Support or service subscription. Intel will only collect, process, copy, backup, store, transfer and use personally identifiable information in accordance with the Intel privacy policy on the Intel Security web site (www.intelsecurity.com).

12) **Audit.**

Upon thirty (30) days' prior notice Intel may request, and you must provide, a Software-facilitated system-generated report (the "System Report") verifying your Software deployment. You acknowledge that the System Report is based on technological features of the Software that provide Software deployment verification. If the Software does not contain technological features that provide Software deployment verification, you will prepare and provide to Intel within the thirty (30)-day period an accurate Software deployment verification report for the Software. Intel will only request the System Report (or your prepared Software deployment verification report) one time per year and will not unreasonably interfere with the conduct of your business. However, if a System Report or your prepared Software deployment verification report identifies that you are out of compliance with the license terms of this Agreement, we will invoice you, and you will be required to purchase the additional licenses.

13) **Export Controls.**

You acknowledge that the Software is subject to U.S. and when applicable, European Union export regulations. You shall comply with applicable export and import laws and regulations for the jurisdiction in which the Software will be imported and/or exported. You shall not export the Software to any individual, entity or country prohibited by applicable law or regulation. You are responsible, at your own expense, for any local government permits, licenses or approvals required for importing and/or exporting the Software. For additional information regarding exporting and importing the Software, see "Export Compliance" at <http://www.mcafee.com/us/about-us.aspx>. Intel reserves the right to update this website from time to time at its sole discretion. If Intel receives notice that you are or you become identified as a sanctioned or restricted party under applicable law, then Intel will not be obligated to perform any of its obligations under this license if such performance would result in violation of the sanctions or restrictions.

14) **Governing Law.**

All disputes arising out of or relating to this Agreement or its subject matter will be governed by the substantive laws of the Federal law of the United States. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Uniform Computer Information Transactions Act as enacted shall not apply.

15) **Confidentiality**

Each party hereto acknowledges that by reason of its relationship with the other party hereunder, it may have access to confidential information and materials concerning the other party's business, technology, and/or products that is confidential to the other party ("Confidential Information"). Each party's Confidential Information is of substantial value to the party, which value could be impaired if such information was disclosed to third parties or used in violation of this Agreement. Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within fifteen (15) days after disclosure. Each party agrees that it will not use in any way for its own account or the account of any third party, such Confidential Information, except as authorized under this Agreement, and will protect Confidential Information at least to the same extent as it protects its own Confidential Information and to the same extent that a reasonable person would protect such Confidential Information. Neither party may use the other party's Confidential Information except to perform its duties or exercise its rights under this Agreement. The Confidential Information restrictions will not apply to Confidential Information that is (i) already known to the receiving party at the time of access hereunder, (ii) becomes publicly available through no wrongful act of the receiving party, (iii) independently developed by the receiving party without benefit of the disclosing party's Confidential Information, (iv) has been rightfully received from a third party not under obligation of confidentiality or (v) is required to be disclosed by law, provided the party compelled to disclose the Confidential Information provides the party owning the Confidential Information with prior written notice of disclosure adequate for the owning party to take reasonable action to prevent such disclosure, where reasonably possible. Unless otherwise agreed to by both parties, upon termination of this Agreement or an applicable Addendum, each party will return the other party's Confidential Information.

16) **Miscellaneous.**

- a) Except for actions for non-payment or breach of Intel's proprietary rights in the Software and Documentation, no action, regardless of form, arising out of this Agreement may be brought by either party more than six (6) years after a party knew or should have known of the claim.
- b) Any terms of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination.
- c) Intel may assign this Agreement, in whole, at any time subject to your prior written consent.; This Agreement, including all documents incorporated by reference, represents the entire agreement between the parties and expressly supersedes and cancels any other communication, representation or advertising whether oral or written, on the subjects herein. If you issue an order to an Authorized Partner or to Intel and the terms and

conditions of the order conflict with the terms and conditions of (i) this Agreement or (ii) the Grant Letter, then the terms and conditions specified in this Agreement and in the Grant Letter shall control. No terms or conditions of any pre-printed or boilerplate purchase order of yours or other document of yours will govern the transactions contemplated by this Agreement. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of Intel. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by Intel. If any provision of this Agreement is held invalid, unenforceable, invalid, or prohibited under law, then such provision will be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law and the remainder of this Agreement shall continue in full force and effect.

- d) All notices, requests, demands and determinations for Intel under this Agreement (other than routine operational communications) shall be sent to: the applicable entity address in Section 1(f) of this Agreement addressed to "Attention: Legal Department".

Intel Security Corporate End User License Agreement (April 2016)