

INTEL SECURITY TECHNICAL SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

Intel (as defined below) will provide Technical Support services in accordance with the following terms and conditions (“**Support Terms**”).

1. Definitions.

- a. “**Authorized Partner**” means any of Intel’s authorized distributors, resellers or other business partners.
- b. “**Cloud Product**” means Intel hosted and managed platforms, including any associated plug-ins and excluding Hardware and Software.
- c. “**Customer**” means the entity which has purchased Products and to which Intel provides Support.
- d. “**Grant Letter**” means a confirmation notice issued electronically by Intel to Customer confirming Products and Support purchased by Customer, including without limitation Customer’s Support Level entitlement, the Grant Number, the Support Period and download details. For Cloud Products, Grant Letter includes relevant Service Activation Guides.
- e. “**Grant Number**” means a unique number communicated by Intel in a Grant Letter confirming a customer’s Support entitlement and is required when accessing Support.
- f. “**Hardware**” means MCAFEE and INTEL SECURITY branded hardware equipment purchased from Intel or its Authorized Partners, but excludes any Software or other intangible products.
- g. “**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..
- h. “**Product(s)**” means Intel’s Software and Hardware product specified in a Grant Letter or Cloud Product purchased from Intel or an Authorized Partner.
- i. “**Support**”, “**Technical Support**” or “**Technical Support and Maintenance**” means the support services for Intel Products purchased by Customer either from Intel or from Intel’s Authorized Partner which are dependent on the Support Level purchased.
- j. “**Software**” means each Intel software program in object code format and components licensed by Intel or its Authorized Partners to Customer.
- k. “**Support Period**” means the effective time period for which the Customer has purchased Support that is confirmed in a Grant Letter or in the case of Cloud Products means the effective time period for which the customer has purchased the Cloud Product and has an active entitlement and valid account.
- l. “**Support Region**” means any one of the following five (5) regions: (i) North America, (ii) Europe, Middle East and Africa (“EMEA”); (iii) Asia Pacific (“APAC”); (iv) Japan, and (v) Latin America (“LTAM”).
- m. “**Support Level(s)**” means the Intel Support offering purchased by Customer. Software and Hardware Support Levels are defined on datasheets available at:
<http://www.mcafee.com/us/support/support-benefits.aspx>
- n. “**Upgrade**” means any and all improvements in the Products which 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.
- o. “**Updates**” are related to content of the Product and include without limitation all DATs (“DATs” or detection definition files, also referred to as signature files, are the code anti-malware software uses to detect and repair viruses, Trojan horses and potentially unwanted programs), signature sets, policy updates, database updates for the Products which 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.

2. **Provision of Support.** Intel will provide Support to Customer during the Support Period at the Support Level that has

been purchased by Customer and is confirmed to Customer in a Grant Letter or in the case of Cloud Product, based on the initial order or renewal. Customer will not be entitled to receive Support outside of the Support Period.

3. **Updates and Upgrades.** Intel grants to Customer a non-exclusive, non-transferable license to use Upgrades and Updates provided by Intel during the Support Period as a part of purchased Support. Such Upgrades and Updates are subject to the terms of the license granted by Intel to the Customer for the Software. With the exception of Cloud Product, (a) Customer shall promptly download, distribute and install all Updates as released by Intel during the Support Period and (b) Intel strongly suggests that Customer also downloads, distributes and installs all Upgrades as released by Intel during the Support Period. Customer acknowledges that any failure to do so could result in Customer's inability to receive Updates and Technical Support and therefore could cause major security risks. An Upgrade may require a hardware upgrade or new platform conversion to function properly.
4. **Supported Versions and End of Life.** The provision of Support is limited to (a) the current version and (b) the immediately preceding version of the Product. Only the current version of Cloud Products will be supported. Notwithstanding any of the foregoing, Support is subject to Intel's End-of-Life Policy attached hereto. It is Customer's responsibility to review Intel's Product Support Lifecycle webpage at: http://www.mcafee.com/us/enterprise/support/customer_service/end_life.html to determine whether a Product qualifies for Support. Furthermore, Customer proactive Support notifications can be accessed by subscribing to Intel Support Notification Service (SNS) available at <http://sns.snssecure.mcafee.com>.
5. **Response Times.** Intel uses commercially reasonable efforts to meet the response times set forth in the escalation and response charters listed under <https://support.mcafee.com/SPR/WebContent/ProgramsAndPolicies/fac-corporate-technical-support.pdf>. Access to Intel's websites for the provision of Support may be suspended for brief periods due to scheduled maintenance and other factors.
6. **Bug Fixing and Remote Diagnostics.** Intel uses commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With Customer's prior authorization, Intel may perform remote diagnostics to work on reported problems. In the event Customer declines remote diagnostics, Intel and Customer may agree to on-site Technical Support which is subject to an additional fee and reasonable travel and expenses, which the customer is responsible for.
7. **Support Period and Expired Support.** The Support Period either begins (i) at the date the Product was purchased or (ii) at the renewal date of the expiration of a previous Support Period. In the event the Software or Hardware Support expires, any reinstatement of Support must be purchased to cover the lapsed Support since expiration and be renewed until the Support is current. Support must be purchased within one (1) year after expiration of the previous Support Period.
8. **Support Coverage.** Support is sold based upon the quantity of all Products purchased by Customer. Upon purchasing Support for a Product, Customer must purchase the same Support Level for all Product units owned or licensed by Customer that are deployed or in use at the location(s) covered by Support. Some Support Level(s) are available for purchase by Customer on a per-product family basis and are sold per Support Region.
9. **Acquired Company Products.** From time to time Intel may acquire other companies and continue to support the products licensed by such companies ("**Acquired Products**"). The Support Level(s) defined herein may not be applicable to the Acquired Products at the time of the acquisition but Intel may within a reasonable period of time after the acquisition provide a description of the Support Level(s) available for the Acquired Products, which will become applicable once published on the Support webpage.
10. **Exclusions.** Intel has no obligations to, (a) provide Support where hardware, tools or software other than those supplied or approved by Intel have been incorporated with the Product (b) provide Support for Hardware damaged by or Hardware failures caused by Customer (c) import or export customer data, create or modify custom business rules or reports, or support custom modifications to databases, active server pages, or other code, components or programs (d) provide Support for problems that cannot be reproduced in running the Product in a configuration meeting published Intel specifications or (e) provide Cloud Product Support for issues arising from any violation of the Cloud Product Terms and Conditions.
11. **Obligations of Customer.**
 - a. **Support Process:** Customer must report Software or Hardware Product problems to Intel Support organization,

and be prepared to provide Intel with (i) the Grant Number, (ii) the location of the Product, (iii) a detailed description of the problem, (iv) a description of the hardware on which the Software is loaded, including any serial number or service tag number where applicable, and (v) the names and versions of any operating systems, networks, and software running with the Software, including patches and fixes. Customer must report Cloud Product problems to Intel Support organization, and be prepared to provide Intel with (i) technical contact information and (ii) a detailed description of the problem. Intel may request that Customer takes certain actions to determine whether the problem or error is related to the Product, or other item. Customer must reasonably cooperate with Intel during this process.

- b. Access: Customer shall provide Intel with sufficient, free and safe access to the Products, Customer's computer systems networks and facilities in the event that it is agreed that Intel will provide on-site support at Customer's location or facilities or that Intel will perform remote diagnostics. Intel will conform to Customer's security requirements before gaining access to Customer's facilities, provided such requirements are issued in writing to Intel reasonably prior to accessing such facilities.
- c. Backup and Restore: Customer must keep adequate backup copies of data, databases, and application programs and agrees that Customer is solely responsible for any and all restoration and reconstruction of lost or altered files, data and programs.

12. Termination. Any terms which by their nature extend beyond the termination of this agreement remain in effect until fulfilled.

13. Hardware specific terms.

- a. Region and Geographic Limitations: Unless otherwise agreed in writing by Intel or included as part of the applicable Support Level, Hardware is eligible for service only if it remains in the country where Customer originally installed the Hardware. Geographic restrictions or limitations may apply to certain Hardware Support Levels and are described under <http://www.mcafee.com/us/resources/misc/rm-dell-hw-by-country-external-1105.pdf> (provided for informational purposes only)
- b. Hardware Return: Prior to returning any Hardware to Intel for repair or replacement, Customer must ensure that (i) the Hardware is free of any legal obligations or restrictions and of any Customer proprietary or confidential information that prevent Intel from exchanging, repairing or replacing the Hardware, (ii) Customer has obtained a return authorization from Intel, including a return material authorization number (a "**RMA Number**"). Hardware returned to Intel becomes the property of Intel at the time it is received by Intel and Customer shall assume ownership of all replacement Hardware provided by Intel to Customer upon shipment by Intel.
- c. Restrictions: Customer must not, nor permit anyone else, to remove, alter, or obscure any proprietary notices or instructional labels on the Hardware without written authorization from Intel. Customer must not install, nor permit the installation of additional hardware or software on the Hardware without written authorization from Intel or breach any tamper seal on the Hardware.
- d. Inspection Period: Intel reserves the right to inspect Hardware for which Support has lapsed for more than ninety (90) days by itself or by its agents and to request Customer to install the most current Upgrades and Updates before Intel agrees to renew Support for the Hardware.

14. Resident Support Account Manager Terms.

- a. If Customer purchases a Resident Support Account Manager ("**RSAM**"), Intel will provide an RSAM to provide on-site Support that Customer has acquired from Intel. Additional information on the description and scope of the RSAM's roles and responsibilities can be found at <http://www.mcafee.com/us/support/support-benefits.aspx>.
- b. The RSAM will work during normal business hours as agreed upon between Intel and Customer. The RSAM may be required to be out-of-the-office due to PTO, illness, holidays, training, vacations or meetings. During this time out-of-the-office, or should the RSAM's employment with Intel end, Intel will provide to Customer the name and phone number of a temporary Support Account Manager ("**SAM**") that will cover Customer's account until the RSAM returns. The temporary SAM will provide Support services remotely.
- c. Customer acknowledges and understands that the timeline to on-board at Customer's location is approximately ninety (90) days from the time of the notification of the requirement. During this 90-day period, Intel will assign an interim SAM to facilitate the Support services until the parties can agree upon the individual to be placed as an RSAM. Intel and Customer will work together in good faith to select the RSAM. In the event Customer rejects the candidate or delays in the selection of a reasonable candidate Intel has offered for consideration, Intel will assign an interim SAM. For avoidance of doubt, the interim SAM will not be an on-site resource and may be a shared resource with other Intel customers.

- d. Customer acknowledges that Intel employees are quickly deployed, and any delay in the selection of a candidate may: (1) result in Customer not being able to have its desired individual perform the Support services; (2) result in the use of an interim SAM (as stated above); and (3) hinder the performance of the Support services as described herein. Customer also acknowledges that it might not be possible to retain a particular individual for the duration of the term of the Support Period. No fees will be refunded or credits given for the period that an interim SAM is used.

15. **Warranty.** INTEL WARRANTS THAT THE SUPPORT WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. FOR ANY BREACH OF THIS WARRANTY, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND INTEL'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE NON-CONFORMING SUPPORT. INTEL SHALL ONLY HAVE LIABILITY FOR SUCH BREACHES OF WARRANTY IF CUSTOMER PROVIDES WRITTEN NOTICE OF THE BREACH TO INTEL WITHIN THIRTY (30) DAYS OF THE PERFORMANCE OF THE APPLICABLE SUPPORT. THIS WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, CONFORMITY TO ANY REPRESENTATION, SKILL AND CARE. INTEL DOES NOT WARRANT OR GUARANTEE THAT SUPPORT WILL BE FREE FROM ERRORS OR DEFECTS OR THAT THE SUPPORT WILL PROTECT AGAINST ALL POSSIBLE THREATS.

Some states or jurisdictions do not allow the exclusion of express or implied warranties, so the above disclaimer may not apply to you. IN THAT EVENT SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW (IF ANY).

16. **Limitation of Liability; Confidentiality; Audit; Export Control.** Customer agrees to these Technical Support and Maintenance Terms and Conditions as part of one or more product licenses or services agreements between Intel and the Customer ("**Underlying Agreement**"). THE LIMITATION OF LIABILITY, CONFIDENTIALITY, AUDIT AND EXPORT CONTROL PROVISIONS OF THE RELEVANT UNDERLYING AGREEMENT ARE INCORPORATED INTO THESE TECHNICAL SUPPORT AND MAINTENANCE TERMS AND CONDITIONS.

17. **General.**

- a. **Recording:** In providing Support, Intel may record all or part of telephone calls between Customer and Intel for quality assurance and training purposes in compliance with applicable laws.
- b. **Assignment:** The provision of Support is not assignable by Customer without the prior written consent of Intel. Any attempt of assignment by Customer without such consent will be void. Intel may subcontract its obligations to provide Support hereunder to another party but with notice to the Customer.
- c. **Governing law:** All disputes arising out of or relating to this Agreement or its subject matter will be governed by the Federal Laws 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.

18. **Entire Agreement.** The Support Terms and any additional terms referenced herein constitute the entire agreement between Customer and Intel with regard to Support, and supersedes all prior negotiations, agreements, and understandings with respect to the subject matter hereof. The Support Terms may not be modified except by a written addendum agreed to by Intel and Customer.