MCAFEE END USER LICENSE AGREEMENT

BY EXECUTING THIS AGREEMENT IN WRITING, THE ORDERING ACTIVITY AGREES TO THE TERMS OF THIS END USER LICENSE AGREEMENT. IF ORDERING ACTIVITY IS ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, ORDERING ACTIVITY REPRESENTS AND WARRANTS THAT ORDERING ACTIVITY HAS FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS.

1) **IF THE ORDERING ACTIVITY DOES NOT AGREE TO THESE TERMS, THEN DO NOT EXECUTE THIS AGREEMENT. Definitions.**

   a) "Authorized Partner" means any of McAfee's distributors, resellers or other business partners that are authorized by McAfee in writing to sell Support or the Software license rights granted under this Agreement.

   b) "Cloud Services" means the cloud services that McAfee provides to Customer as specified in one or more Grant Letters. Access to the Cloud Services requires either an active support agreement or an active subscription, as required by the specific offering.

   c) "Documentation" means explanatory materials in printed, electronic or online form accompanying the Software in English and other languages, if available.

   d) "DATs" means detection definition files, also referred to as signature files, that contain the code(s) anti-malware software uses to detect and repair viruses, Trojan horses, and potentially unwanted programs.

   e) "Grant Letter" means a confirmation notice letter issued by McAfee to Ordering Activity, confirming the Software and Support purchased by Ordering Activity, including the applicable product entitlement, as defined in the Product Entitlement Definitions (further described at Section 3(a) below).

   f) "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.

   g) "McAfee" means (i) McAfee, LLC, with offices located at 2821 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) McAfee Ireland Limited, with its registered offices located at Building 2000, City Gate, Mahon, Cork, Ireland, if the Software is purchased in Europe, the Middle East, or Africa, (iii) McAfee (Singapore) Pte Ltd., with a trading address located 101 Thomson Road 29-02/05 United Square, Singapore, 307591, Singapore, 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) McAfee Co. Ltd., with offices located at Shibuya Mark City West, 12-1, Dogenzaka 1-chome, Shibuya-ku, Tokyo, 150-0043, Japan, if the Software is purchased in Japan, (v) McAfee (Beijing) Security Software Co. Ltd.., with a trading address located at Room 616, No. 6 North Workers' Stadium Road, Chaoyang District, Beijing, China, if the Software is purchased in China (in RMB), or (vi) McAfee 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) "Software" means the McAfee software program in object code format (i) licensed from McAfee and purchased from McAfee or its Authorized Partners, or (ii) embedded in or pre-loaded on McAfee-branded hardware equipment purchased from McAfee or its Authorized Partners, in each case including Upgrades and Updates that Ordering Activity install during the applicable Support period. Software may also include additional features or functionality that can be accessed with either a current subscription or active support contract to certain Cloud Services as required by the specific offering and subject to the Cloud Terms of Service.

   i) "Standard" means a technology specification created by a government sponsored group, an industry sponsored group, or any similar group or entity that creates technology specifications to be used by others. Examples of Standards include GSM, LTE, 5G, Wi-Fi, CDMA, MPEG, and HTML. Examples of groups that create Standards include IEEE, ITU, 3GPP, and ETSI.

   j) "Subsidiary" means any entity controlled by Ordering Activity through greater than fifty per cent (50%) ownership of the voting securities.

   k) "Support" or "Technical Support" means the support services offered by McAfee for the support and maintenance

   of the Software and the McAfee-branded hardware equipment as further specified in the McAfee Technical Support and Maintenance Terms.

   l) "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 McAfee's customer base as a part of purchased Support and which are not separately priced or marketed by McAfee.

m) "Upgrade" means any and all improvements in the Software that are made generally available to McAfee's customer base as part of purchased Support and which are not separately priced or marketed by McAfee.

2) License Grant; Proprietary Rights.

a) Subject to the terms and conditions of this Agreement, McAfee hereby grants to the Ordering Activity 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 the Ordering Activity's own internal business operations. The Ordering Activity is not granted rights to Updates and Upgrades unless the Ordering Activity has 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 the Ordering Activity, is strictly confidential to McAfee. McAfee (or its licensors) owns exclusively and reserves all – and the Ordering Activity 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 the Ordering Activity 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 the Ordering Activity 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, and all copies of the foregoing are trade secrets and proprietary property of McAfee, having great commercial value to McAfee. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14 (as applicable), but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost. Such rights shall not be construed as granting Ordering Activity any Software or Support (including Updates and Upgrades) at no charge.

c) All Cloud Services, and any Software that includes Cloud Services, are subject to the McAfee Cloud Terms of Service Agreement as an attached document to the GSA Schedule 70 contract.

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 as an attached document to the GSA Schedule 70 contract on the applicable date of Ordering Activity's Grant Letter.

b) Multiple Platforms/Bundles: If the Software supports multiple platforms or if the Ordering Activity receives the Software bundled with other software, the total number of devices on which all versions of the Software is installed may not exceed the Ordering Activity's product entitlement. Certain Software licensed as part of a suite-based McAfee product may also require the purchase of a separate McAfee 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: The Ordering Activity may copy the Software as reasonably necessary for back-up, archival or disaster recovery purposes.

e) Subsidiaries; Managing Parties: The Ordering Activity may permit a third party with which Ordering Activity enters into a contract to manage Ordering Activity's information technology resources ("Managing Party"), provided that (i) the Managing Party only uses the Software for Ordering Activity's 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) Ordering Activity provides McAfee with written notice that a Managing Party will be using the Software on Ordering Activity's behalf. The Ordering Activity shall be responsible and fully liable for the Managing Party's compliance with or breach of the terms of this Agreement.

f) General Restrictions: The Ordering Activity 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 Ordering Activity; (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 McAfee; (v) except with McAfee's prior written permission, publish any performance or benchmark tests or analysis relating to the Software; or (vi) attempt to do any of the foregoing. The Ordering Activity may not run or operate the Software in a cloud, Internet-based computing, or similar on-demand computing environment unless the Ordering Activity's Grant Letter specifically

provides such.

4) Technical Support and Maintenance.
The McAfee Technical Support and Maintenance Terms and Conditions apply if the Ordering Activity has purchased Support. The McAfee Technical Support and Maintenance Terms and Conditions are incorporated by reference and can be found as an attached document to the GSA Schedule 70 contract. After the support or service subscription period specified in a Grant Letter has expired, the Ordering Activity has no further rights to receive any Support including Upgrades, Updates and telephone support. The Ordering Activity will secure any and all privacy-related rights and permissions from individual persons as may be required by regulation, statute, or other law or Ordering Activity's internal policies or guidelines in order to disclose to McAfee, in connection with McAfee's performance of Support or otherwise under this Agreement, applicable personally identifiable information, data, and material.

5) Limited Warranty and Disclaimer.
a) <u>Limited Warranty</u>: McAfee 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) <u>Exclusive Remedy</u>: In case of any breach of the above Limited Warranty, as Ordering Activity's exclusive remedy and McAfee's entire obligation and liability McAfee will (i) repair or replace the Software or (ii) if such repair or replacement would in McAfee's opinion be commercially unreasonable, upon McAfee's receipt of Ordering Activity's written representation and promise that Ordering Activity has removed all instances of the Software and will not use the Software, refund the price paid by Ordering Activity for the applicable Software.
c) <u>Exclusion of Warranty</u>: THE ABOVE LIMITED WARRANTY WILL NOT APPLY IF: (i) THE SOFTWARE IS NOT USED IN ACCORDANCE WITH THIS AGREEMENT OR THE DOCUMENTATION, (ii) THE SOFTWARE OR ANY PART THEREOF HAS BEEN MODIFIED BY ANY ENTITY OTHER THAN MCAFEE OR (iii) A MALFUNCTION IN THE SOFTWARE HAS BEEN CAUSED BY ANY EQUIPMENT OR SOFTWARE NOT SUPPLIED BY MCAFEE.
d) <u>Disclaimer</u>: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND MCAFEE MAKES NO REPRESENTATIONS OR WARRANTIES, AND MCAFEE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR SYSTEMS INTEGRATION. WITHOUT LIMITING THE FOREGOING, MCAFEE MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE AS TO THE SOFTWARE'S USE OR PERFORMANCE AND DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE FAIL-SAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.
e) <u>High Risk Systems Terms</u>: THE SOFTWARE MAY FAIL AND IS NOT DESIGNED, DEVELOPED, TESTED, OR INTENDED TO BE RELIABLE IN THE CONTEXT OF HIGH RISK SYSTEMS. WITHOUT LIMITING ANYTHING ELSE, MCAFEE HAS NO RESPONSIBILITY FOR ALL CLAIMS, SUITS, DEMANDS, AND PROCEEDINGS ALLEGING, CLAIMING, SEEKING, OR ASSERTING, ANY LIABILITY, LOSS, OBLIGATION, RISK, COST, DAMAGE, AWARD, PENALTY, SETTLEMENT, JUDGMENT, FINE, OR EXPENSES (INCLUDING ATTORNEYS FEES) ARISING FROM OR IN CONNECTION WITH ORDERING ACTIVITY'S USE OF THE SOFTWARE ON OR IN A HIGH RISK SYSTEM, INCLUDING, WITHOUT LIMITATION, THOSE THAT (i) COULD HAVE BEEN PREVENTED BY DEPLOYMENT OF FAIL- SAFE OR FAULT-TOLERANT FEATURES TO THE HIGH RISK SYSTEM, (ii) ARE BASED ON A CLAIM, ALLEGATION, OR ASSERTION THAT THE FUNCTIONING OF THE HIGH RISK SYSTEM DEPENDS OR DEPENDED ON THE FUNCTIONING OF THE SOFTWARE OR THAT THE FAILURE OF THE SOFTWARE CAUSED A HIGH RISK SYSTEM TO FAIL.

6) Limitation of Remedies and Damages.
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 THE ORDERING ACTIVITY FOR THE SOFTWARE 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) Ordering Activity's liability for excess usage of and/or any breach of McAfee's intellectual property rights in the Software.

d) THE LIMITATION OF LIABILITY IN THIS SECTION IS BASED ON THE FACT THAT END USERS USE THEIR COMPUTERS FOR DIFFERENT PURPOSES. THEREFORE, ONLY THE ORDERING ACTIVITY CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO THE ORDERING ACTIVITY'S NEEDS IN THE EVENT THAT AN ERROR IN THE SOFTWARE CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE BUSINESS REASONS, THE ORDERING ACTIVITY AGREES TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGES THAT WITHOUT THE ORDERING ACTIVITY'S AGREEMENT TO THIS PROVISION, THE FEE CHARGED FOR THE SOFTWARE WOULD BE HIGHER.

e) THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733.

7) Intellectual Property Indemnity.

a) Indemnity: McAfee will indemnify, and, at its election, defend, the Ordering Activity against claims asserted against the Ordering Activity in a suit or action if: (i) the claim is for direct patent infringement or direct copyright infringement, or for McAfee's trade secret misappropriation and (ii) the claim is (A) asserted against the Software, alone and not in combination with anything or (B) a combination of the Software.

b) Exclusions: Notwithstanding anything else in this Agreement, McAfee has no obligation to indemnify or defend the Ordering Activity for claims asserted, in whole or in part, against:
   (i)   technology or designs that Ordering Activity gave to McAfee;
   (ii)   modifications or programming to Software that were made by anyone other than McAfee; or
   (iii) the Software's alleged implementation of some or all of a Standard.

c) Conditions: As a condition of McAfee's obligations under this Section 7, the Ordering Activity must provide to McAfee: (i) prompt written notice of the claim and Ordering Activity's agreement to give McAfee control over the defense and settlement of the claim; and (ii) the Ordering Activity's full and timely good faith cooperation during the course of settlement negotiations and prosecution of the claim, and shall afford McAfee access to all non-privileged communications and documentation with all parties, witnesses and judicial or administrative bodies associated with such claim upon McAfee's request. 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.

d) McAfee's Consent: McAfee will not be responsible for any cost, expense, or compromise that the Ordering Activity makes or incurs without McAfee's prior written consent.

e) Remedies: McAfee may, at its sole discretion and at is expense: (i) procure for the Ordering Activity 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 the Ordering Activity's return of the Software to McAfee, and/or removal of the Software from Ordering Activity's systems, refund the residual value of the purchase price paid by the Ordering Activity 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 the Ordering Activity.

f) Personal Indemnity: The foregoing indemnity is personal to the Ordering Activity. The Ordering Activity may not transfer or to anyone, including Ordering Activity's customers.

g) Exclusive Remedy: The indemnity section states McAfee's entire obligation and the Ordering Activity's exclusive remedy for claims
of patent or copyright infringement, or trade secret misappropriation, made in whole or part against the Software.

8) Termination.

Without prejudice to the Ordering Activity's payment obligations, the Ordering Activity may terminate the Ordering Activity's license at any time by uninstalling the Software. Upon such termination, the Ordering Activity 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 McAfee as "Evaluation" Software, then the provisions of this section apply and shall supersede any other conflicting term of this Agreement. The Ordering Activity's 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 McAfee. 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 the Ordering Activity "AS IS" and McAfee disclaims any warranty or liability obligations to the Ordering Activity 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 Ordering Activity fails to destroy the Evaluation Software after the evaluation period has expired, McAfee may address this in accordance with Section 14, Governing Law, of this agreement. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, MCAFEE'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) <u>Beta Software</u>: If the Software that the Ordering Activity has received has been identified by McAfee as "Beta" Software, then the provisions of Section 9(a) above shall apply accordingly. McAfee has no obligation to the Ordering Activity to further develop or publicly release the Beta Software. Support is not available for Beta Software. If requested by McAfee, Ordering Activity will provide feedback to McAfee regarding testing and use of the Beta Software, including error or bug reports. Ordering Activity agrees to grant McAfee a perpetual, non-exclusive, royalty-free, worldwide license to use, copy, distribute and make derivative works, and incorporate the feedback into any McAfee product at McAfee's sole discretion. Upon receipt of a later unreleased version of the Beta Software or release by McAfee of a publicly released commercial version of the Beta Software, the Ordering Activity agrees to return or destroy all earlier Beta Software received from McAfee.

c) <u>"Free" or "Open-Source" Software</u>: 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 McAfee under the terms of the applicable FOSS Code license for such component; the Ordering Activity receipt of FOSS Code components from McAfee under this Agreement neither enlarges nor curtails the Ordering Activity's 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. The Ordering Activity acknowledges, but does not agree to be bound, by such terms until they have been reviewed and agreed to in writing.

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 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 Ordering Activity and users (e.g., including, without limitation, Ordering Activity's 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, McAfee products installed, McAfee components, processes and services information, frequency and details of update of McAfee components, information about third party products installed, extracts of logs created by McAfee, usage patterns of McAfee products and specific features, etc.) (collectively, "Data").

b) The collection of this Data may be necessary to provide the Ordering Activity 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 Ordering Activity's and users' computer network), to enable McAfee 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 Ordering Activity and users. The Ordering Activity 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, or using the Software, Support or service subscription, the Ordering Activity and users agree to the McAfee Privacy Policy as attached and to the collection, processing, copying, backup, storage, transfer and use of this Data by McAfee and its service providers, in, from and to the United States, Europe, or other countries or jurisdictions potentially outside of Ordering Activity's or user's own as part of the Software, Support or service subscription. McAfee will only collect, process, copy, backup, store, transfer and use personally identifiable information in accordance with the McAfee privacy policy as attached.

12) Audit.

Subject to applicable Government security requirements, upon thirty (30) days' prior notice McAfee may request, and the Ordering Activity must provide, a Software-facilitated system-generated report (the "System Report") verifying the Ordering Activity's Software deployment. The Ordering Activity acknowledges 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, the Ordering Activity will prepare and provide to McAfee within the thirty (30)-day period an accurate Software deployment verification report for the Software. McAfee will only request the System Report (or Ordering Activity's prepared Software deployment verification report) one time per year and will not unreasonably interfere with the conduct of Ordering Activity's business.

13) Export Controls.

The Ordering Activity acknowledges that the Software is subject to U.S. and when applicable, European Union export regulations. The Ordering Activity shall comply with applicable export and import laws and regulations for the

jurisdiction in which the Software will be imported and/or exported. The Ordering Activity shall not export the Software to any individual, entity or country prohibited by applicable law or regulation. The Ordering Activity is responsible, at Ordering Activity's 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" as an attached document to the GSA Schedule 70 contract. If McAfee receives notice that Ordering Activity is or Ordering Activity becomes identified as a sanctioned or restricted party under applicable law, then McAfee 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 Federal laws of the United States of America. Specifically, any disputes relating to this Agreement shall be resolved in accordance with the FAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. 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. This Agreement contains no confidential or proprietary information and shall be available to the public, provided however, that other items identified in this Agreement, including but not limited to source code and other technical data, provided to Ordering Activity are Confidential Information and shall not be disclosed.

16) Miscellaneous.

a) Except for actions for non-payment or breach of McAfee'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) This Agreement together with the underlying negotiated Purchase Orders, represents the entire agreement between McAfee and the Ordering Activity and expressly supersedes and cancels any other communication, representation or advertising whether oral or written, on the subjects herein. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of McAfee and duly warranted Contracting Officer. However, this Agreement, including without limitation its termination, has no effect on any signed non-disclosure agreements between the parties, which remain in full force and effect as separate agreements according to their terms. The express provisions of this Agreement control over any course of performance, course of dealing, or usage of the trade inconsistent with any of the provisions of this Agreement. The provisions of this Agreement will prevail absent any agreed-upon, different, conflicting, or additional provisions that may appear on any Purchase Order, acknowledgment, invoice, or other writing issued by Customer in connection with this Agreement. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by McAfee. 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 McAfee 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".