

## REMOTE CLOUD PRODUCT EVALUATION AGREEMENT

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS OF USE CAREFULLY. THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU AND MCAFEE, LLC STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE MCAFEE REMOTE CLOUD PRODUCT EVALUATION. BY ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" AND "YOUR" SHALL REFER TO SUCH ENTITY. BY USING THE MCAFEE REMOTE CLOUD PRODUCT EVALUATION, YOU ARE AGREEING TO ALL TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ATTEMPT TO ACCESS OR USE THE MCAFEE REMOTE CLOUD PRODUCT EVALUATION.

This Remote Cloud Product Evaluation Agreement ("**Agreement**") is entered into as of the date of Your acceptance of this Agreement by access ("**Effective Date**") between You and McAfee, LLC, ("**McAfee**"), with offices at 2821 Mission College Blvd., Santa Clara, California 95054 USA. This Agreement states the terms and conditions under which McAfee agrees to provide a certain limited term license to You to the Remote Cloud Evaluation Product ("**Product**") for evaluation purposes. For good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, You and McAfee agree as follows:

- PRODUCT; LICENSE.** Subject to the terms and conditions of this Agreement, McAfee grants to You a limited (pursuant to Section 3), non-exclusive, non-sublicensable, non-assignable, non-transferable evaluation license solely for Your internal business purposes in determining whether to purchase a commercial use license for the Remote Cloud Product (the "Product"). The Product must be evaluated in a secure evaluation environment, properly protected at all times against access or use in violation of this Agreement. You are strictly prohibited from using the Product in any production environment or for any external business purpose. Except as otherwise provided for herein, McAfee will not provide You with: (a) any other products or services that may be necessary to use the Product; or (b) any integration, implementation, maintenance, or support for the Product.
- TITLE; RESTRICTIONS.** McAfee retains all right, title, and interest in and to the Product and all copies, improvements, enhancements, modifications, and derivative works of the Product, including, without limitation, all patent, copyright, trade secret, trademarks, and other intellectual property rights in the Product. Except for the limited license granted in Section 1 (Product; License), McAfee grants no express or implied rights to You under this Agreement to any of McAfee's patents, copyrights, trade secrets, trademarks, or other intellectual property rights. You will not authorize any third-party (person or entity) to use the Product and will not, and will not authorize others to, (a) sell, distribute, or sublicense the Product; (b) copy, make modifications to, translate, disassemble, decompile, reverse engineer, otherwise decode or alter, or create derivative works based on the Product; (c) operate the Product in a service bureau or for any business purposes; (d) publish any benchmark results pertaining to the Product; or (e) remove or alter any proprietary notices on or in the Product.
- TERM; TERMINATION.** This Agreement (including Your license to use the Product) commences as of the Effective Date and will automatically terminate after the agreed upon date established by your McAfee representative after the Effective Date or upon notice from McAfee.
- NO WARRANTY.** THE PRODUCT MAY (A) HAVE LIMITED FEATURES; (B) FUNCTION FOR A LIMITED PERIOD OF TIME; OR (C) HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE PRODUCTS. THE PRODUCT IS PROVIDED "AS IS" AND "WITH ALL FAULTS". MCAFEE MAKES NO REPRESENTATIONS OR WARRANTIES, AND MCAFEE DISCLAIMS ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- DISCLAIMER; LIMITATION OF LIABILITY.** IN NO EVENT WILL MCAFEE BE LIABLE TO YOU FOR (A) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND; OR (B) ANY LOSS OF DATA OR BUSINESS, DIMINUTION IN VALUE, LOSS OF PROFITS OR REVENUE, OR BUSINESS INTERRUPTION, REGARDLESS OF LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), WHETHER OR NOT FORESEEABLE, EVEN IF MCAFEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT LIMITED BY APPLICABLE LAW, AND REGARDLESS OF THE BASIS FOR ANY CLAIM BY YOU (EVEN IF BASED ON NEGLIGENCE), MCAFEE'S MAXIMUM AGGREGATE LIABILITY UNDER OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER IS LIMITED TO \$50,000USD. THE LIMITATIONS IN THIS SECTION 5 (DISCLAIMER; LIMITATION OF LIABILITY) WILL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE.

YOU ARE SOLELY RESPONSIBLE FOR ANY CONTENT, APPLICATION OR NON-MCAFEE SOFTWARE THAT YOU LOAD INTO OR CREATE WITHIN THE EVALUATION ENVIRONMENT, AND AGREE, AT YOUR SOLE COST AND EXPENSE, TO DEFEND MCAFEE AGAINST ANY CLAIM AND INDEMNIFY MCAFEE FROM ANY DAMAGES, LIABILITIES, COSTS AND EXPENSES OR THE SETTLEMENT AGREED TO BY YOU, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY SUCH CONTENT, APPLICATION OR NON-MCAFEE SOFTWARE. MCAFEE IS NOT RESPONSIBLE FOR THE SECURITY OF ANY CONTENT, APPLICATION OR SOFTWARE THAT YOU LOAD INTO OR CREATE WITHIN THE EVALUATION ENVIRONMENT.

- CONFIDENTIAL INFORMATION.** If You and McAfee have previously entered into a mutual confidentiality agreement, it remains in effect, except with respect to specific information and disclosures made in connection with this Agreement. In connection with this Agreement, each party may receive or have access to confidential information and materials of the other party. As used in this Agreement, "**Confidential Information**" means information that (a) is designated as "confidential" or by similar words by the disclosing party at the time of disclosure and, if oral or visual, is confirmed as confidential by the disclosing party in writing within 15 days of disclosure; or (b) the receiving party should reasonably have considered to be confidential under the circumstances surrounding disclosure; except that Confidential Information does not include any information that (i) was previously known to the receiving party, (ii) is received from a third party without similar restriction, (iii) is or becomes publicly available other than through unauthorized disclosure, or (iv) is independently developed by the receiving party without the use of the other party's Confidential Information. As between the parties, the disclosing party owns the Confidential Information it discloses to the receiving party. The receiving party may use, reproduce, and disclose the disclosing party's Confidential Information only (1) as necessary or appropriate for the receiving party to perform its obligations or exercise its rights under this Agreement; provided, that, the receiving party may only disclose the disclosing party's Confidential Information to other persons and entities that have a need to know such Confidential Information and have agreed to maintain the confidentiality of such Confidential Information in accordance with terms and conditions at least as restrictive as those set forth herein; and (2) to the extent required by law, provided that the receiving party promptly notifies the disclosing party of any such disclosure required by law and provides reasonable cooperation and assistance to the disclosing party in any and all efforts of the disclosing party to limit or avoid the disclosure. In addition, McAfee may use, reproduce, and disclose product- and support-related information, data, and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to an identifiable individual person or entity for product improvement and other purposes consistent with the Privacy Notice available from [www.mcafee.com](http://www.mcafee.com). The receiving party will use the same efforts to protect the disclosing party's Confidential Information from misuse or wrongful disclosure by the receiving party (or any person or entity to which the receiving party discloses the Confidential Information) as it uses to protect its own confidential information, data, and material of a similar nature. Neither party will disclose any Confidential Information of the other party to any third party for a period of 5 years following the date of disclosure, except as otherwise expressly permitted under this Section 6 (Confidential Information).

7. **YOUR CONTENT.** McAfee makes no assurances that any of Your content or Your applications loaded into or created within the evaluation environment will be secured or that such data will remain confidential. You acknowledge that the McAfee Remote Cloud Evaluation is not designed for use with production data (including business content and personal information) and accordingly, You shall not include any production data in Your content or use the services for any commercial purpose. YOU SHOULD FREQUENTLY BACK UP ANY CONTENT, APPLICATION OR SOFTWARE THAT YOU LOAD INTO, OR CREATE WITHIN, THE EVALUATION ENVIRONMENT. MCAFEE RESERVES THE RIGHT AT ITS SOLE DISCRETION TO DELETE, AT ANY TIME AND FOR ANY REASON, ANY CONTENT, APPLICATION OR SOFTWARE IN THE EVALUATION ENVIRONMENT, AND ANY SUCH CONTENT, APPLICATION OR SOFTWARE MAY BECOME PERMANENTLY LOST IF SO DELETED.
8. **INSTALLATION OF EVALUATION PRODUCT.** At no charge to You, McAfee will provide reasonable assistance to You as may be necessary to install and configure the Product for the sole purpose of You evaluating the Product as permitted by and subject to the terms of the Agreement. McAfee will provide such assistance and perform such installation and configuration services as it determines are necessary and in the manner required in its sole discretion (the "Services").
9. **PROFESSIONAL SERVICES TERMS.** If McAfee determines that Services are required hereunder, McAfee's performance and Your receipt of the Services, and all other matters pertaining to the Services, are subject to the Professional Services Terms at <http://www.mcafee.com/us/resources/legal/online-service-terms-na.pdf>.
10. **GENERAL.** All disputes arising out of or relating to this Agreement or its subject matter will be governed in accordance with the substantive laws of the State of New York, without giving effect to its conflict of laws provisions. You acknowledge that the Product may be subject to, and You agree to comply with, applicable U.S. export laws and regulations. This Agreement contains the complete agreement between You and McAfee relating to its subject matter and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be executed in multiple counterparts, all of which, taken together, will be considered a single original agreement. This Agreement may not be assigned nor transferred by You without the prior written consent of McAfee. Sections 2 (Title; Restrictions), 3 (Term; Termination), 4 (No Warranty), 5 (Disclaimer; Limitation of Liability), 6 (Confidential Information), and 10 (General) will survive termination.