MCAFEE ENTERPRISE CLOUD SERVICES AGREEMENT

Musarubra (as defined below) and Customer (as identified in the Grant Letter) agree to the terms of this Agreement (as defined below).

By accessing or using the Cloud Services, Customer agrees to this Agreement on behalf of itself and its Users, and represents and warrants that Customer has full authority to bind itself and its Users to this Agreement. If Customer does not agree to this Agreement, Customer may not access or use the Cloud Services, and Customer must immediately notify Musarubra to cancel the Cloud Services identified in the Grant Letter without accessing or using the Cloud Services.

If Customer is accepting this Agreement on behalf of another person or other legal entity, Customer represents and warrants that Customer has full authority to bind that person or legal entity to this Agreement. If Customer has not paid for a subscription to the Cloud Services, such services are deemed an Evaluation Product under Section 12.

Capitalized terms used in this Agreement have the meaning assigned to them in Section 15 or elsewhere in this Agreement. The interpretation clause in Section 15 sets out the rules of interpretation for this Agreement.

1. RIGHT OF USE AND RESTRICTIONS

1.1 Right to Access and Use: Subject to the terms of this Agreement, Musarubra grants Customer a non-exclusive, non-transferable, worldwide right to access and use the Cloud Services described in the Grant Letter during the applicable Subscription Period solely for Customer’s internal business purposes. Use of the Cloud Services depends on the types of subscriptions purchased (e.g. Users) and is subject to the Product Entitlement definitions on the applicable date of Customer’s Grant Letter. Customer must have an active subscription to the Cloud Services, or have an active Support agreement for the Cloud Services, as applicable, to continue to receive access to the Cloud Services. User-based subscriptions may not be shared or used by more than one individual User but may be reassigned to new Users who are replacing former Users that have been terminated or otherwise no longer use the Cloud Services.

1.2 Affiliates: Customer may permit its Affiliates to use the Cloud Services in accordance with this Agreement, provided that each Affiliate agrees in writing to be bound by this Agreement, and Customer is responsible and fully liable for each Affiliate’s compliance with and breach of this Agreement.

1.3 Access Software: If Musarubra provides Software to Customer to access the Cloud Services, Customer must access the Cloud Software with that Software. Such Software is provided to Customer subject to the EULA, which applies with respect to any Software. Any conflict or inconsistency between the EULA and this Agreement will be resolved in favor of the EULA if it relates to Software, and this Agreement if it relates to Cloud Services or other matters.

1.4 Managing Parties: If Customer enters into a contract for a third party to manage Customer’s information technology resources (Managing Party), Customer may authorize the Managing Party to use the Cloud Services on Customer’s behalf, provided that:

(a) the Managing Party only uses the Cloud Services for Customer’s internal business operations; and
(b) the Managing Party agrees in writing to be bound by this Agreement;
(c) Customer provides Musarubra with written notice that a Managing Party will be using the Cloud Services on Customer's behalf; and
(d) Customer remains responsible for all use of the Cloud Services by the Managing Party.

1.5 **Restrictions:** Customer will not and will not allow third parties to:

(a) license, sublicense, access, use, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make the Cloud Services available to any third party;
(b) modify, decompile, reverse engineer or copy the Cloud Services, or any of their components;
(c) access or use the Cloud Services to build or support any products or services competitive with the Cloud Services;
(d) use the Cloud Services to conduct fraudulent activities;
(e) attempt to gain unauthorized access to the Cloud Services, engage in any denial of service attacks, or otherwise cause immediate, material or ongoing harm to Musarubra, its provision of the Cloud Services, or to others;
(f) impersonate or misrepresent an affiliation with a person or entity;
(g) access or use the Cloud Services for monitoring the availability, security, performance, functionality, or for any other benchmarking or competitive purposes without Musarubra's express written permission;
(h) falsely identify itself or provide any false information to establish any account that will be used to gain access to and/or use of the Musarubra Products;
(i) use the Cloud Services to initiate or propagate Malware;
(j) use the Cloud Services as an HTTP server that allows third-party relay or proxy of web traffic; or
(k) use the Cloud Services in a manner that violates applicable law or regulation, infringes on the rights of any person or entity, or violates this Agreement.

Each of (a) to (k) is a **Prohibited Use.** A Prohibited Use is a material breach of this Agreement in Musarubra’s sole discretion.

1.6 **Right to Use Customer Data**

(a) Customer grants Musarubra a non-exclusive, royalty-free license to access and use the Customer Data as necessary during the Subscription Period:
   (i) for Musarubra to provide the Cloud Services and Support to Customer during the Subscription Period; and
   (ii) for administering this Agreement, including assuring that the right number of subscriptions and/or user accounts have been issued.

2. **CUSTOMER OBLIGATIONS**

2.1 **Customer Access:** Customer is responsible for all activity occurring under Customer’s Cloud Services and Support accounts. Customer will provide Musarubra with all information and assistance required to supply the Cloud Services or enable Customer’s use of the Cloud Services. Customer will immediately notify Musarubra of any unauthorized account use or other suspected
security breach, or unauthorized use, copying or distribution of Cloud Services, Documentation or Customer Data.

2.2 **System Administrator:** As needed, Customer will provide Musarubra contact information for Customer's system administrator, who is authorized to provide the information required to configure and manage the Cloud Services (System Administrator). Depending on the Cloud Services purchased, Musarubra may provide Customer with a confidential access code to the administration tool, which may only be accessed by the System Administrator.

2.3 **Updated Information:** Customer must provide current and complete Users’ information as necessary for Musarubra to manage Customer’s account.

3. **TECHNICAL SUPPORT SERVICE**

Musarubra will provide Support to Customer in accordance with the applicable Service Schedule. The Support terms may be updated from time to time, however Musarubra will not materially reduce the level of performance, functionality, or availability of the Support during the Subscription Period.

4. **PRIVACY AND USE OF DATA**

4.1 Each party must comply with applicable laws governing the collection, use and disclosure of Personal Data and must obtain consents required with respect to the handling of Personal Data. Unless a specific agreement has been executed between the Parties, by agreeing this Cloud Services Agreement, the Parties are deemed to have executed the Musarubra Customer Data Processing Agreement (DPA) as set out in full on Musarubra website, https://www.mcafee.com/enterprise/en-us/assets/legal/data-processing-agreement-customers.pdf, which will have legally binding force on the parties. In the event of any conflict between the terms of the DPA and the Agreement, the terms of the DPA will take precedence.

4.2 Customer grants Musarubra a non-exclusive, perpetual right and license to use, reproduce and disclose Threat Data and deidentified material for improvement of products and services; research to enhance understanding of Malware, threats, and vulnerabilities; and to improve overall security. This includes without limitation compiling statistical and performance information and making such information publicly available. Musarubra retains all rights in Threat Data and aggregated and anonymous data.

4.3 Products, Services, Software, Hardware, Appliances or support may employ applications and tools to collect Customer Data. Such collection of Customer Data may be necessary to provide Customer and End Users with the relevant functionalities. Customer may be required to uninstall, disable or cease use to stop further Customer Data collection.

4.4 Customer represents and warrants that it:

(a) has the legal rights and applicable consents to provide Customer Data to Musarubra;

(b) has provided any required notices and has obtained any consents and/or authorizations (including any required from Users) related to its use of the Musarubra Products and Musarubra’s processing of Customer Data (including any Personal Data); and

(c) will comply with all applicable laws for collecting, processing, and transferring Customer Data to Musarubra.

4.5 Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data. The Cloud Services rely on Customer Data as supplied by
Customer, and Musarubra is not liable for the content of Customer Data. Except as required under applicable law, Musarubra does not assume any duty or obligation to correct or modify Customer Data. Except as provided in this Agreement, Customer retains all right, title and interest in and to Customer Data.

4.6 Without prejudice to Sections 4.1 to 4.5 above, Customer is responsible for: (a) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer Data, including any Malware contained in the Customer Data, and (b) Customer’s and its Users’ use of the Musarubra Product in a manner that is inconsistent with this Agreement.

4.7 To the extent Customer discloses or transmits Customer Data to a third party, Musarubra is no longer responsible for the security, integrity or confidentiality of such content outside of Musarubra’s control.

5. TERM; TERMINATION; SUBSCRIPTION PERIODS

5.1 Term: This Agreement will continue until terminated in accordance with this Agreement. If any Subscription is in effect when the Term of this Agreement terminates or expires, this Agreement will remain in effect solely for the purposes of the Subscription until the Subscription expires or terminates.

5.2 Termination for Cause. Either party may terminate this Agreement immediately for cause if:

(a) the other party breaches this Agreement and has failed to remedy a remediable breach within thirty (30) days of receipt of a notice from the first party specifying the breach and requiring it to be remedied, or if the breach is incapable of remedy;

(b) the other party or its property is subject to insolvency or receivership procedures;

(c) the other party becomes insolvent or unable to pay its debts as they mature;

(d) the other party makes an assignment for the benefit of creditors; or

(e) the other party becomes the subject of any other proceeding under any bankruptcy, insolvency or debtor’s relief law.

5.3 End-of-Life: Customer’s right to access and use the Cloud Services, and any features of the Cloud Services, are subject to the End-of-Life Policy https://www.mcafee.com/us/resources/misc/support-policy-product-support-eol.pdf. Upon the End-of-Life date of a Cloud Service or any feature of a Cloud Service (as described in the End-of-Life Policy), Customer’s right to access and use the applicable Cloud Service or feature will terminate.

5.4 Suspension or Termination of Cloud Service by Musarubra: Musarubra may suspend or terminate the Cloud Services:

(a) immediately if Musarubra considers it necessary to prevent or terminate any actual or suspected Prohibited Use; or

(b) upon notice to Customer if:

(i) Customer commits a material breach of this Agreement;

(ii) Musarubra receives notice from Authorized Partner that Customer is in material breach of the Agreement (including Customer’s Agreement with Authorized Partner);
(iii) Musarubra reasonably determines that the volume of data being transmitted or processed through the Cloud Services under Customer’s account is significantly greater than the average use or may cause degradation of the Cloud Services for Customer or other customers; or

(iv) there is a threat to the security and integrity of the hosted environment or Customer Data.

Suspension or termination of Cloud Services by Musarubra will be without prejudice to any rights or liabilities accruing before or during the suspension, including Customer's obligation to pay fees.

5.5 Termination Obligations. After termination of a Subscription Period for a particular Cloud Service, Customer agrees that Musarubra has no obligation to retain Customer Data for that Cloud Service, which may be permanently deleted as part of Musarubra’s record and information management and in accordance with applicable laws. If any Customer Data is stored by the Cloud Service, Customer is solely responsible for retrieving that Customer Data.

6 PAYMENTS; TAXES; AUDIT

6.1 Payments: Unless Customer is purchasing the Cloud Services through an Authorized Partner, in which case payment obligations will be exclusively between the Authorized Partner and Customer, Customer will pay Musarubra the fees for the Musarubra Product within thirty (30) days of the invoice date. Late payments are subject to interest of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is lower. All payment obligations are non-cancelable and non-refundable. If Customer considers an invoice is incorrect, Customer must contact Musarubra in writing within thirty (30) days of the date of invoice to request an adjustment or credit.

6.2 Transaction Taxes: If Customer purchases the Cloud Services directly from Musarubra for use or resale, Customer will pay all applicable transaction taxes, including sales and use taxes, value added taxes, duties, customs, tariffs, and other government-imposed transactional charges however designated (and any related interest or penalty) on amounts payable by Customer under this Agreement (Transaction Taxes). Musarubra will separately state on its invoices the Transaction Taxes that Musarubra is required to collect from Customer under applicable law. Customer will provide proof of any exemption from Transaction Taxes to Musarubra at least fifteen (15) Business Days before the due date for paying an invoice. If Musarubra does not collect the required Transaction Taxes from Customer but is subsequently required to remit the Transaction Taxes to any taxing authority, Customer will promptly reimburse Musarubra for the Transaction Taxes, including any accrued penalty or interest charges if the failure to timely collect and remit was not due to the fault of Musarubra.

6.3 Withholding Taxes: All payments due from Customer will be made free and clear and without deduction for any present and future taxes imposed by any taxing authority. If Customer is required by applicable law to deduct or withhold income taxes from amounts payable to Musarubra under this Agreement (Withholding Taxes), Customer will remit, and provide Musarubra with evidence that Customer has remitted, the Withholding Taxes to the appropriate taxing authority and pay to Musarubra the remaining net amount. Customer will provide written notice to Musarubra of its intent to withhold (including details of the amounts and legal basis for Withholding Taxes) at least fifteen (15) Business Days before the due date for any payments under this Agreement and will cooperate with Musarubra to reduce any Withholding Taxes. If Musarubra provides Customer with valid and official documentation issued by the relevant taxing authority for a lower rate of
6.4 If Customer purchases the Cloud Services through an Authorized Partner, the obligations regarding Transaction Taxes or Withholding Taxes will be the exclusive responsibility of the Authorized Partner or Customer, and the rules in Section 6.2 and 6.3 do not apply as between Musarubra and Customer.

6.5 **Income Taxes:** Each party is responsible for its own income taxes or taxes based on gross revenues or gross receipts.

6.6 **Audit:** Musarubra may request, and Customer must provide within thirty (30) days from the request date, a system-generated report verifying Customer’s access to and use of the Cloud Services (**System Report**). Customer acknowledges that the System Report is based on technological features in the Cloud Services to verify access and use verification (including User counts). If the Cloud Services do not contain technological features that provide use verification, Customer will provide to Musarubra an accurate Cloud Services access and use verification report for the Cloud Services within thirty (30) days from Musarubra’s request. Musarubra will only request the System Report (or Customer’s prepared Cloud Services access and use verification report) once per year and will not unreasonably interfere with the conduct of Customer’s business. If a System Report or Customer’s prepared Cloud Services access and use verification report identifies that Customer is out of compliance with this Agreement, Customer will be required to purchase the additional subscriptions and pay any fees associated with the subscriptions and/or Support. Musarubra may also charge an out-of-compliance fee.

7 **CONFIDENTIALITY**

7.1 Each party acknowledges that it may have access to Confidential Information of the other party in connection with this Agreement, and that each party’s Confidential Information is of substantial value to the Disclosing Party, which could be impaired if it were improperly disclosed to third parties or used in violation of this Agreement.

7.2 Each Recipient of Confidential Information under this Agreement must:

(a) keep the Disclosing Party's Confidential Information confidential and protect it at least to the same extent it protects its own Confidential Information and to the same extent that a reasonable person would protect such Confidential Information;

(b) not use the Disclosing Party’s Confidential Information in any way for its own account or the account of any third party except to perform its duties, exercise its rights or is otherwise authorized under this Agreement; and

(c) not disclose the Disclosing Party’s Confidential Information except to perform its duties or exercise its rights under this Agreement or as otherwise authorized under this Agreement, provided that:

(i) any disclosure made to the Recipient’s employees, contractors or agents is on a need-to-know basis; and

(ii) the Recipient's employees, contractors or agents in receipt of the Confidential Information are under an obligation of confidentiality no less stringent than that set forth in this section.

7.3 Notwithstanding the restrictions in Section 7.2, if the Recipient is required to disclose any of the
Disclosing Party’s Confidential Information by law, such as in response to a subpoena or requirement of any court, arbitral, administrative, or legislative body, the Recipient must:

(a) where reasonably possible and permitted, immediately provide written notice to the Disclosing Party of the required disclosure to give the Disclosing Party an opportunity to move for a protective order or otherwise prevent the disclosure;

(b) disclose only the minimum amount of Confidential Information required to satisfy the legal obligation; and

(c) assert and take proper steps with the body requiring disclosure to maintain the confidentiality of the Confidential Information to be disclosed.

7.4 Customer will immediately notify Musarubra if Confidential Information of Musarubra is used or disclosed in breach of this Agreement. As monetary damages may not be sufficient relief if anyone violates or threaten to violate the terms of this section, Musarubra is immediately entitled to enforce its rights by specific performance or injunction proceedings, in addition to any other rights or remedies it may have.

7.5 Upon the Disclosing Party's request and upon termination of this Agreement (unless agreed otherwise by the parties at the time), each party will return, destroy or delete permanently (at the Disclosing Party's election) the other party's Confidential Information.

7.6 On termination of this Agreement, the Recipient must continue to keep the Disclosing Party's Confidential Information confidential for five (5) years in accordance with this section.

7.7 Feedback: Customer agrees that Musarubra has the unrestricted right to use suggestions and feedback provided by Customer regarding the Cloud Services and other products and services of Musarubra and its Affiliates, without notice to, payment to or consent from Customer, and that such suggestions and feedback will be the Confidential Information of Musarubra, and not Customer.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Ownership: The Musarubra Products, Documentation and the software underlying the Cloud Services are strictly confidential to Musarubra. Musarubra (or its licensors) own exclusively and reserve all right, title and interest in and to the Musarubra Products, Documentation and the software underlying the Cloud Services, including all related Intellectual Property Rights as well as any Derivative Works. Customer agrees, on behalf of itself and its Affiliates, that Customer and its Affiliates will take no action inconsistent with Musarubra’s Intellectual Property Rights.

8.2 Reserved Rights: Customer may not exercise any right, title and interest in and to the Musarubra Products, Documentation, the software underlying the Cloud Services or any related Intellectual Property Rights, except for the limited access and usage rights granted to Customer in this Agreement. This Agreement is not an agreement of sale, and this Agreement does not transfer any title, Intellectual Property Rights or ownership rights to the Musarubra Products, Documentation, or the software underlying the Cloud Services to Customer. Customer acknowledges and agrees that the Musarubra Products, Documentation, and the software underlying the Cloud Services, and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the foregoing, and all other improvements, revisions, corrections, modifications, enhancements, releases, detection definition files (or DATs, also referred to as signature files, being the code anti-malware software uses to detect and repair viruses, Trojan horses and potentially unwanted programs), signature sets, content, and other
updates in, of, or to the Cloud Services or the software underlying the Cloud Services, all Derivative Works based on any of the foregoing, and all copies of the foregoing are trade secrets and reserved to and proprietary property of Musarubra, having great commercial value to Musarubra.

9 WARRANTIES; EXCLUSIONS; DISCLAIMERS

9.1 Warranty. Musarubra warrants that during the Subscription Period, the Cloud Services will perform substantially in accordance with the associated Documentation. Customer’s sole and exclusive remedy for Musarubra’s breach of the foregoing warranty is, at Musarubra’s option, the repair or replacement of the Cloud Service, or for Musarubra to provide a credit for the period in which the Cloud Service did not materially comply. This warranty is conditioned upon Customer providing Musarubra prompt written notice of the Cloud Services’ non-conformance and using the Cloud Service as provided in this Agreement.

9.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, TO THE EXTENT ALLOWED BY APPLICABLE LAW, MUSARUBRA EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY, CONDITION OR OTHER IMPLIED TERM AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MUSARUBRA MAKES NO WARRANTY OR REPRESENTATION THAT THE CLOUD SERVICE: (A) WILL BE UNINTERRUPTED, COMPLETELY SECURE, ERROR-FREE, FAILSAFE OR FREE OF VIRUSES; (B) WILL MEET CUSTOMER’S BUSINESS REQUIREMENTS OR OPERATE WITH CUSTOMER’S CURRENT SYSTEMS; (C) WILL COMPLY WITH ANY PARTICULAR LAW; OR (D) WILL PROVIDE COMPLETE PROTECTION AGAINST ANY SECURITY THREATS VULNERABILITIES. NO DATA TRANSMISSION OVER THE INTERNET CAN BE GUARANTEED TO BE SECURE. MUSARUBRA DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY INTERCEPTION OR INTERRUPTION OF ANY COMMUNICATIONS THROUGH THE INTERNET, NETWORKS, OR SYSTEMS OUTSIDE MUSARUBRA’S CONTROL. CUSTOMER IS RESPONSIBLE FOR MAINTAINING THE SECURITY OF ITS NETWORKS, SERVERS, APPLICATIONS AND ACCESS CODES. CLOUD SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. MUSARUBRA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, LOSS OF CUSTOMER DATA OR DAMAGES RESULTING FROM THOSE PROBLEMS. CUSTOMER WILL NOT MAKE ANY REPRESENTATION OR OTHER STATEMENT OR UNDERTAKE ANY ACT OR OMISSION INCONSISTENT WITH THIS SECTION.

9.3 High Risk Systems Terms: THE MUSARUBRA PRODUCTS MAY FAIL AND ARE NOT DESIGNED, DEVELOPED, TESTED, OR INTENDED TO BE RELIABLE IN THE CONTEXT OF HIGH RISK SYSTEMS. MUSARUBRA HAS NO RESPONSIBILITY FOR, AND CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS MUSARUBRA, ITS AFFILIATES AND REPRESENTATIVES FROM ALL CLAIMS, SUITS, DEMANDS, AND PROCEEDINGS ALLEGGING, 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 CUSTOMER’S USE OF THE MUSARUBRA PRODUCTS ON OR IN A HIGH RISK SYSTEM, INCLUDING THOSE THAT COULD HAVE BEEN PREVENTED BY DEPLOYMENT OF FAIL-SAFE OR FAULT-TOLERANT FEATURES TO THE HIGH-RISK SYSTEM, OR ARE BASED ON A CLAIM, ALLEGATION, OR ASSERTION THAT THE FUNCTIONING OF THE HIGH RISK SYSTEM
DEPENDS OR DEPENDED ON THE FUNCTIONING OF THE CLOUD SERVICES, OR THAT THE FAILURE OF ANY MUSARUBRA PRODUCTS CAUSED A HIGH RISK SYSTEM TO FAIL.

9.4 Third Parties: The Musarubra Products may contain independent third-party products and rely on them to perform certain functionality, including malware definitions or URL filters and algorithms. Musarubra makes no warranty as to the operation of any third-party products or the accuracy of any third-party information.

10 LIMITATION OF LIABILITY. EXCEPT FOR CUSTOMER’S PAYMENT OBLIGATIONS, EACH PARTY’S ENTIRE AGGREGATE LIABILITY, TO THE OTHER PARTY FOR CLAIMS UNDER OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT WILL NOT EXCEED THE TOTAL PAYMENTS PAID OR PAYABLE BY CUSTOMER TO MUSARUBRA UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRIOR TO THE CLAIM. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE DAMAGES WERE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH CLAIMS ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, STATUTE OR OTHERWISE. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY OF CUSTOMER FOR MISAPPROPRIATION OF MUSARUBRA’S INTELLECTUAL PROPERTY RIGHTS OR ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

11 INDEMNIFICATION

11.1 Customer Indemnification Obligations. Customer will unconditionally indemnify, and defend Musarubra, its Affiliates, and their officers, directors, employees, contractors and agents (each a Musarubra Indemnified Party) against any claims, liabilities and expenses (including court costs and reasonable attorneys’ fees) that a Musarubra Indemnified Party incurs as a result of or in connection with:

(a) any third-party claims arising from:

(i) Customer Data, including without limitation Customer’s failure to follow applicable laws or obtain all necessary consents related to Customer Data;

(ii) Customer’s use of the Cloud Services in a manner not expressly permitted by this Agreement;

(iii) Musarubra’s compliance with any technology, designs, instructions or requirements provided by Customer or a third party on Customer’s behalf;

(iv) any claims, costs, damages and liabilities whatsoever asserted by any Customer Representative; or

(v) any violation by Customer of applicable laws or regulations; and

(b) any reasonable costs and attorneys’ fees required for Musarubra to respond to a subpoena, court order or other official government inquiry regarding Customer Data or Customer’s use of the Cloud Services.

11.2 Musarubra Indemnification Obligations.

(a) Musarubra will indemnify Customer and, at Musarubra’s election, defend Customer against a third-party claim asserted against Customer in a suit or action if the claim is for direct patent infringement, for direct copyright infringement, or for Musarubra’s trade secret
misappropriation and the claim is asserted against the Cloud Services alone and not in combination with anything else, or solely a combination of the Cloud Services.

(b) **Exclusions.** Notwithstanding anything to the contrary in this Agreement, Musarubra will not indemnify or defend Customer for claims asserted, in whole or in part, against or resulting from:

(i) Customer’s breach of this Agreement;
(ii) technology, designs, instructions or requirements provided by Customer or a third party on Customer’s behalf;
(iii) modifications to the Cloud Services or use of the Cloud Services outside the scope of the applicable Documentation;
(iv) use of non-current or unsupported versions of the Cloud Services;
(v) Customer Data;
(vi) Services Customer provides using or based upon the Cloud Services; or
(vii) the Cloud Services alleged implementation of some or all of a Standard.

(c) **Remedies:** Musarubra may, in its sole discretion and at its own expense, with respect to any Musarubra Product that is subject to a claim:

(i) procure Customer with the right to continue using the Cloud Service;
(ii) replace or modify the Cloud Service or the software underlying the Cloud Service so it is non-infringing; or
(iii) upon Customer’s removal of the Software and Customer’s access to the Cloud Services from Customer’s systems, refund the value of the purchase price Customer paid for the infringing Cloud Services.

11.3 **Indemnification Procedure.** The indemnified party (Indemnitee) will (a) provide prompt written notice to the indemnifying party (Indemnitor) of the claim (provided that the failure to provide timely notice that prejudices the Indemnitor will relieve the Indemnitor of its obligations under this section to the extent the Indemnitor has been prejudiced and the failure to provide timely notice will relieve the Indemnitor of any obligation to reimburse the other party for its attorney’s fees incurred prior to notification), (b) reasonably cooperate in connection with the defense or settlement of the claim, and (c) give the Indemnitor sole control over the defense and settlement of the claim, provided however that any settlement of a claim will not include a specific performance obligation or admission of liability by the Indemnitee.

11.4 **Personal and Exclusive Indemnity:** The foregoing indemnities are personal to the parties and may not be transferred to anyone. This Section 11 states the parties’ entire indemnification obligations and Customer’s exclusive remedy for claims involving infringement of Intellectual Property Rights.

12 **EVALUATION PRODUCTS AND FREE SERVICES**

12.1 **Generally:** If Customer requests an evaluation of Cloud Services (Evaluation Product) or Free Services, the provisions of this section will apply and prevail over any other conflicting terms of this Agreement. Customer’s use of an Evaluation Product is limited to thirty (30) days (Evaluation Period) unless agreed otherwise in writing by Musarubra. During the Evaluation Period, Customer
may access and use the Evaluation Products solely for Customer’s internal evaluation to decide whether to purchase the right to use the Evaluation Products.

12.2 **No Support Obligation**: Musarubra has no obligation to provide any Support for Evaluation Products or Free Services. Customer acknowledges that the Evaluation Products and Free Services may contain errors, defects or other problems that could cause system or other failures, security breaches, interruptions and data loss.

12.3 **Disclaimer of Warranties**

(a) Musarubra’s indemnification obligations under Section 11 do not apply to Evaluation Products and Free Services. Evaluation Products and Free Services are provided to Customer solely on an “as is” basis. To the extent permitted by law, Musarubra makes no other warranties of any kind, express or implied, with respect to the Evaluation Products and Free Services and disclaims all other obligations and liabilities, or express and implied warranties regarding the Evaluation Products and Free Services, including quality, conformity to any representation or description, performance, merchantability, fitness for a particular purpose, non-infringement; or that the Evaluation Products and Free Services will be free from errors or defects. Customer assumes all risk of use of Evaluation Products and Free Services. If the laws in Customer’s jurisdiction do not allow the exclusion of express or implied warranties, the disclaimer in this section may not apply and the express or implied warranties will be limited in duration to any minimum period required by applicable law, and the aggregate liability of Musarubra and licensors will be limited to the sum of fifty (50) United States dollars (or the then-current value in the relevant local currency) in total.

(b) Customer acknowledges that Musarubra:

(i) has not promised or guaranteed to Customer that Free Services will be announced or made available to anyone in the future;

(ii) has no express or implied obligation to Customer to announce or introduce Free Services; and

(iii) is not obligated to introduce a product similar to or compatible with Free Services or any updates to any Evaluation Products and Free Services.

12.4 **Free Services**

(a) Musarubra is not obligated to finally release any version of the Free Services. Customer will report to Musarubra unusual, unplanned, or out of the ordinary events observed in a Free Service. Access or use of a Free Services is restricted to Customer’s internal performance evaluation of the Free Services.

(b) For Free Services that are features or functionality included in a paid subscription for which Musarubra no longer charges or which Musarubra offers to Customer at no charge, the Subscription Period for the Free Services continues as long as Musarubra makes the features or functionality available to Customer.

(c) Musarubra may, at its discretion provide Free Services to Customer before, during or after Customer’s paid subscription to Cloud Services, and any use is subject to the terms of this Agreement then in effect as long as the Free Services are made available to Customer.

(d) Any updates or end-user assistance provided for Free Services are provided at Musarubra’s
sole discretion and may be discontinued at any time.

(e) Musarubra may elect, at its sole discretion, to discontinue certain Free Services or particular features of the Free Services at any time (Free Services Termination). Free Services are specifically excluded from Musarubra’s End-of-Life-Policy. Instead, Musarubra will make commercially reasonable efforts to provide thirty (30) days’ prior notice to Customer of a Free Services Termination.

(f) Musarubra has no obligation to retain any Customer Data or other Customer information submitted or collected through the Free Services. Musarubra may delete any Customer Data and other Customer information at its own discretion and without prior notice to Customer.

13 COMPLIANCE WITH LAWS

13.1 Each party will comply with the applicable national, state, and local laws and regulations with respect to its rights and obligations under this Agreement, including applicable privacy and export control laws and regulations, the U.S. Foreign Corrupt Practices Act, and other applicable anti-corruption laws.

13.2 Customer will not, directly or indirectly, export, transmit, permit access or use any Cloud Services or technical data (or any part of Cloud Services or technical data) or system or service incorporating any Cloud Services to or in any country to which export, transmission or access is restricted by regulation, statute, or other law, without the authorization, if required, of the Bureau of Industry and Security of the U.S. Department of Commerce or any other governmental entity that may have jurisdiction over export or transmission. Customer will not use, transfer or access any Cloud Services for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license.

13.3 Customer acknowledges and agrees that certain Musarubra Products containing encryption may require authorization from the U.S. and other applicable authorities including the European Union, prior to export. Customer also acknowledges and agrees that certain Musarubra Products containing encryption may be subject to import or use restrictions in other countries. Additional information regarding exporting and importing Musarubra Products may be found on Musarubra’s “Export Compliance” webpage (www.mcafee.com/us/about/export-compliance.aspx), as updated from time to time.

13.4 If Musarubra receives notice that Customer is or becomes identified as a sanctioned or restricted party under applicable law, Musarubra will not be obligated to perform any of its obligations under this Agreement if such performance would result in violation of the sanctions or restrictions.

14 GENERAL PROVISIONS

14.1 Relationship: The parties are independent contractors under this Agreement and expressly disclaim any partnership, franchise, joint venture, agency, employer/employee, fiduciary or other special relationship. Neither party intends this Agreement to benefit, or create any right or cause of action in or on behalf of, any person or entity other than the parties and listed Affiliates. The Agreement is not intended to create a third-party beneficiary of any kind. Customer must not represent to any third party that it has any right to bind Musarubra in any manner and Customer will not to make any representations or warranties on behalf of Musarubra.

14.2 Severability: If a court holds that any provision of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision to the minimum extent necessary to make it valid.
and enforceable or, if it cannot be made valid and enforceable, the court will sever and delete the provision from this Agreement. The change will affect neither the validity of the amended provision nor the validity of any other provision of this Agreement, which will continue in full force and effect.

14.3 **No Waiver:** A party’s failure or delay in enforcing any provision of this Agreement will not operate as a waiver of the right to enforce that provision or any other provision of this Agreement at any time. A waiver of any provision of this Agreement must be in writing, specify the provision to be waived and signed by the party agreeing to the waiver.

14.4 **Force Majeure; other excusable failures or delays in performance**

(a) Neither party is liable for delays or failures to perform any of its obligations under this Agreement to the extent caused by a Force Majeure Event.

(b) Musarubra’s failures or delays in its performance are excused to the extent they result from:

(i) Customer’s acts or omissions, or those of its employees, agents, users, affiliates or contractors;

(ii) notwithstanding the generality of Section 14.4(b)(i), Customer’s failure or delay in the performance of a specific task, obligation, or responsibility under this Agreement or a Schedule, which task, obligation, or responsibility is a condition or requirement for a Musarubra task, obligation, or responsibility;

(iii) reliance on instructions, authorizations, approvals or other information from Customer’s Representative; or

(iv) acts or omissions of third parties (unless directed by Musarubra).

14.5 **Governing Law:** All disputes arising out of or relating to this Agreement or its subject matter will be governed by the following substantive laws, excluding rules relating to conflict of laws:

(a) the laws of the State of New York, if Customer purchased the Musarubra Products in the United States, Mexico, Central America, Canada, South America or the Caribbean;

(b) the laws of the Republic of Ireland, if Customer purchased the Musarubra Products in Europe, Middle East, Africa, or the region commonly referred to as Oceania (except Australia and New Zealand);

(c) the laws of Japan, if Customer purchased the Musarubra Products in Japan;

(d) the laws of the Republic of Singapore, if Customer purchased the Musarubra Products in Asia Pacific (including New Zealand but excluding Australia);

(e) the laws of the State of New South Wales, Australia, if Customer purchased the Musarubra Products in Australia; or

(f) the laws of the Republic of Ireland if Customer purchased the Musarubra Products in any other country, unless another local law is required to apply.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

14.6 **Jurisdiction:** The following courts will each have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject-matter:
(a) the United States District Court for the Southern District of New York and state courts located in the state of New York, when New York law applies;

(b) the courts in the Republic of Ireland, when the law of Ireland applies;

(c) the courts in Japan, when the law of Japan applies; or

(d) the courts in the Republic of Singapore when the law of Singapore applies; or

(e) the courts of New South Wales, when the law of New South Wales applies.

14.7 **Entire Agreement, Order of Precedence and Amendments**

(a) This Agreement and any Schedules constitute the entire understanding between Musarubra and Customer relating to its subject matter and supersede all oral or written proposals, and all communications between the parties relating to its subject matter. The terms of this Agreement will prevail, notwithstanding any variance with any purchase order or other written instrument submitted by Customer, whether or not expressly rejected by Musarubra.

(b) If there is any conflict or inconsistency between the terms of any document forming this Agreement, the following order of precedence will apply to the extent of the conflict or inconsistency unless expressly agreed otherwise in any subordinate document:

(i) The Agreement will prevail over any Service Schedule and Grant Letter; and

(ii) The Service Schedule will prevail over the Grant Letter.

(c) Musarubra reserves the right to amend any terms of this Agreement at any time. Any amendment will be, effective on the posting of an updated version at https://www.mcafee.com/us/about/legal/cloud-terms-of-service-agreement.aspx

14.8 **Notices:** Any notice given under or in relation to this Agreement must be in writing, signed by or on behalf of the party giving it, and addressed to Musarubra, “Attention Legal Department”, to the applicable address listed in Section 15.1(s), or Customer, at the contact information Customer provided when purchasing or registering for the Cloud Services. Notices will be considered delivered when received if delivered by hand with receipt, the next business day after sending it by pre-paid, nationally-recognized, overnight air courier with tracking capabilities; or five (5) Business Days after being sent by registered or certified airmail, return receipt required, postage prepaid, to the address mentioned above.

14.9 **Additional Documents and References:** References to hyperlinked terms in this Agreement are references to the terms or content linked to the hyperlink (or the replacement hyperlink as Musarubra may identify from time to time) as amended from time to time. Customer acknowledges that the terms or content in the hyperlink are incorporated in this Agreement by reference and that it is Customer’s responsibility to review the terms or content in the hyperlinks referenced in this Agreement.

14.10 **Assignment:** Customer may not sublicense, assign or transfer its rights under this Agreement without Musarubra’s prior written consent. Any attempt by Customer to sublicense, assign or transfer any of its rights, duties or obligations under this Agreement, whether directly, or indirectly by merger or acquisition, will be null and void.

14.11 **Notice to U.S. Government Users:** The Cloud Services are considered "commercial computer
software" and "commercial computer software documentation," under DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Cloud Services by the United States Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

14.12 Community Forum: Customer and other Musarubra customers may exchange ideas and technical insight regarding the Musarubra Products on the community support page located at: https://community.mcafee.com/community/business/data/cloud-visibility. Musarubra does not endorse, warrant or guarantee any information posted on this site and any use of the information is taken at Customer’s sole risk.

14.13 Survival: The following sections, together with any other terms necessary for the interpretation or enforcement of this Agreement, will survive termination of this Agreement: 5.5 (Termination Obligations), 7 (Confidentiality), 8 (Intellectual Property Rights), 9 (Warranties; Exclusions: Disclaimers), 10 (Limitation of Liability), 11 (Indemnification), 14.5 (Governing Law), 14.6 (Jurisdiction), 15 (Definitions and Interpretation) and this Section 14.13 (Survival).

15 DEFINITIONS AND INTERPRETATION

15.1 In this Agreement:

(a) **Affiliate**, with respect to Customer, means any entity that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with such entity or one or more of the other Affiliates of that entity (or a combination thereof).

   For the purpose of this definition, an entity controls another entity if and as long as the first entity:

   (i) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity;

   (ii) can elect a majority of the directors of the other entity; or

   (iii) provides day to day management of such entity under contract or as managing general partner.

**Affiliate**, with respect to Musarubra, means any direct or indirect subsidiary of Musarubra.

(b) **Agreement** means this Cloud Services Agreement, the Service Schedules and any materials available on the Musarubra website that are specifically incorporated by reference.

(c) **Authorized Partner** means any of Musarubra’s Distributors, Resellers or other business partners.

(d) **Business Day** means any day other than a Saturday, Sunday, statutory or public holiday in the place where the Musarubra Products are provided or the Professional Services are performed.

(e) **Cloud Services** means the cloud services that Musarubra provides to Customer as specified in one or more Grant Letters and that are subject to the applicable Service Schedule.

(f) **Customer Data** means Customer’s Personal Data, sensitive data or other information
about Customer and End Users (including End Users' name, address, e-mail address and payment details), their computers, files stored on their computers, or their computers’ interactions with other computers (including 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, Musaruba products installed, Musaruba components, processes and services information, frequency and details of update of Musaruba components, information about third party products installed, extracts of logs created by Musaruba, usage patterns of Musaruba products and specific features, etc.);

(g) **Consequential Damages** means indirect, special, incidental, punitive, exemplary, consequential or extra-contractual damages of any kind, including third-party claims, loss of profits, loss of goodwill, loss of personnel salaries, computer or system failure or malfunction, costs of obtaining substitute Cloud Services, work stoppage, denial of access or downtime, system or service disruption or interruption, or any lost, damaged, or stolen data, information or systems as well as the costs of restoring any lost, damaged, or stolen data, information or systems.

(h) **Confidential Information** means any information (regardless of the form of disclosure or the medium used to store or represent it) of a party (**Disclosing Party**), including trade secrets and technical, financial or business information, data, ideas, concepts or know-how, that:

(i) 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 fifteen (15) days of disclosure; or

(ii) the receiving party (Recipient) should reasonably have considered to be confidential under the circumstances surrounding disclosure.

However, Confidential Information does not include any information that:

(i) written records demonstrate was lawfully acquired by or previously known to the Recipient independent of the Disclosing Party;

(ii) is received from a third party without restrictions on its use or disclosure and not by inadvertence or mistake;

(iii) is or has become disseminated to the public through no fault of the Recipient and without violation of the terms of this Agreement or other obligation to maintain confidentiality; or

(iv) is created independently by the Recipient without breach of this Agreement, including any obligation of confidentiality owed to the Disclosing Party.

(i) **Derivative Work** means a work that is based on one or more preexisting works (such as a revision, translation, dramatization, motion picture version, abridgment, condensation, enhancement, modification, or any other form in which preexisting work may be recast, transformed or adapted) which, if created without the authorization of the copyright owner of the preexisting work, would constitute copyright infringement.

(j) **Documentation** means any explanatory materials, such as user manuals, training
materials, user guides, product descriptions, regarding the implementation and use of the Cloud Services that are provided by Musarubra. Documentation is provided in printed, electronic or online form.

(k) **End User License Agreement** or **EULA** means the standard Musarubra End User License Agreement available at https://www.mcafee.com/hk/about/legal/end-user-license-agreements.aspx, which governs Customer's use of any Software.

(l) **Free Services** means any features or functionality included in a paid subscription for which Musarubra no longer charges or which Musarubra offers to Customer at no charge, in Musarubra’s sole discretion, or other features or functionality that Musarubra makes available to Customer without charge, that is labeled as “Pre-Release,” “Limited Release,” “Beta” or otherwise identified by Musarubra as experimental, untested, or not fully functional, and which is not a time-limited trial for Customer's evaluation purposes.

(m) **Government Official** means any officer, employee or person acting in an official capacity for any government department, agency or instrumentality, including state-owned or -controlled companies, and public international organizations, as well as a political party or political party official or candidate for political office.

(n) **Grant Letter** means any written (electronic or otherwise) confirmation notice that Musarubra issues to Customer confirming the Musarubra Products purchased and applicable Product Entitlement. The Grant Letter identifies the SKU number, quantity, Subscription Period or Support Period, and other access and use details.

(o) **Force Majeure Event** means any event beyond a party’s reasonable control that, by its nature, could not have been foreseen or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party’s), acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, shortage of supply or delay in delivery by Musarubra’s vendors, fire, flood, earthquake, accident, radiation, inability to secure transportation, failure of communications or energy sources, malicious damage, breakdown of plant or machinery, or default of suppliers or sub-contractors.

(p) **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.

(q) **Intellectual Property Rights** means all intellectual property or other proprietary rights throughout the world, whether existing under statute, at common law or in equity, now existing or created in the future, including:
(i) copyright, trademark and patent rights trade secrets, moral rights, right of publicity, authors' rights;

(ii) any application or right to apply for any of the rights referred to in subsection 15.1(q)(i); and

(iii) all renewals, extensions, continuations, divisions, restorations or reissues of the rights or applications referred to in paragraphs (i) and (ii).

(r) **Malware** means applications, executable code or malicious content that Musarubra considers to be harmful.

(s) **Musarubra** means:

   (i) **Musarubra US, LLC**, with offices located at 6220 America Center Drive, San Jose, California 95002, USA, if the Cloud Services are purchased in the United States (except as provided in Subsection (vi) below), Canada, Mexico, Central America, South America, or the Caribbean;

   (ii) **Musarubra Ireland Limited**, with its registered offices located at Building 2000, City Gate, Mahon, Cork, Ireland, if the Cloud Services are purchased in Europe, the Middle East or Africa;

   (iii) **Musarubra Singapore Pte Ltd.**, with a trading address located at 238 Thomson Road, #12-01/05 Novena Square, Tower A, Singapore, 307684, with respect to the provision of all Cloud Services and Support purchased in Asia Pacific, but excluding Japan, China (if the Cloud Services are purchased in RMB) or Australia;

   (iv) **Musarubra Japan KK**, with its registered office located at Shibuya Mark City West, 12-1, Dogenzaka 1-chome, Shibuya-ku, Tokyo, 150-0043, Japan, if the Cloud Services are 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 Cloud Services are purchased in China (in RMB);

   (vi) **Musarubra Australia Pty Ltd.**, with offices located at 40 Mount Street, North Sydney NSW 2060, Australia, if the Cloud Services are purchased in Australia; or

   (vii) **McAfee Public Sector LLC.**, with offices located at 11911 Freedom Drive, Reston, VA. 20190, USA, if the Cloud Services are purchased by the U.S. Government, or by state or local governments, or healthcare or educational institutions in the United States.

(t) **Musarubra’s Privacy Notice** refers to Musarubra’s Privacy Notice, available at https://www.mcafee.com/au/about/legal/privacy.aspx

(u) **Musarubra Products** means any Cloud Services or Support.

(v) **Personal Data** means any information relating directly or indirectly to an identified or identifiable individual.

(x) **Representatives** means a party’s Affiliates, permitted resellers, subcontractors, employees, or authorized agents.

(y) **Service Schedules** means the applicable Cloud Services-specific terms and conditions specified in Service Schedule 1 for the Musarubra Cloud Services located at https://www.mcafee.com/us/resources/legal/cloud-services.pdf, and Service Schedule 2 for the Musarubra MVision Cloud Services located at https://www.mcafee.com/us/resources/legal/cloud-services-skyhigh.pdf which are incorporated by reference herein, as amended from time to time.

(z) **Software** means any software program owned or licensed by Musarubra, as the context requires, in object code format, provided by Musarubra to Customer which may be required in order for it to access the Cloud Services.

(aa) **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.

(bb) **Subscription Period** means the period for which Customer has purchased the right to receive the Cloud Services or the time period for which Customer has purchased the right to receive Support, as applicable.

(cc) **Support** means the technical support services that Musarubra provides for the support and maintenance of the Cloud Services, as specified in the applicable Service Schedule.

(dd) **Support Period** means the period for which Customer is entitled to Support, as specified in a Grant Letter.

(ee) **Threat Data** means non-personally identifying and non-customer identifying information about malware, threats, actual or attempted security events, including but not limited to their frequency, source, associated code, general identifiers, attacked sectors and geographies.

(ff) **User** means a unique individual whom Customer has authorized to use the Cloud Services pursuant to Customer’s access rights under this Agreement, including Customer employees, Customer Affiliates, subcontractors, authorized agents and Managed Parties.

15.2 In this Agreement, unless a contrary intention appears:

(a) a reference to a party includes its executors, administrators, successors and permitted assigns;

(b) headings are for ease of reference only and do not affect the interpretation or meaning of this Agreement;

(c) the singular includes the plural and vice versa and words importing a gender include other genders;

(d) other grammatical forms or parts of speech of defined words or phrases have corresponding meanings;

(e) a reference to a clause, paragraph, exhibit, schedule or other annexure is a reference to a clause or paragraph of or exhibit, schedule or annexure e to this Agreement;
(f) the words “include”, “including”, “such as” and similar expressions are not used as, nor are intended to be, interpreted as words of limitation; and

(g) the meaning of this Agreement will be interpreted based on its entirety and not just on isolated parts.

-End-