

Service Schedule 2
McAfee MVISION Cloud Service Additional Terms

This Service Schedule 2 (McAfee MVISION Cloud Services Additional Terms) applies to the McAfee MVISION Cloud brand of products only.

1. **Return of Company Data.** Following any termination or expiration of this Agreement (other than as a consequence of McAfee’s termination for Company’s breach of any material provision hereof), Company will have the right to access and use the Cloud Services for a period of 30 days (the “**Wind-down Period**”). Additionally, within 30 days after the effective date of termination, McAfee will make available to Company for download, a file of the Company Data then in McAfee possession, custody or otherwise under its control (in comma separated value (.csv) format along with attachments in their native format). After the end of such Wind-down Period, McAfee will have no obligation to maintain or provide any Company Data and will thereafter, unless legally prohibited, be entitled to, delete all Company Data in its systems or otherwise in its possession, custody or under its control.
2. **System Availability.** McAfee shall make commercially reasonable efforts to provide 24 hours, 7 days a week availability and access to the Service, and will continuously and proactively monitor the Cloud Services and its related environment. Under exceptional circumstances, McAfee may experience the need for emergency maintenance, during which time, the Cloud Services will be unavailable to Company (“**Service Outage**”). McAfee will use reasonable efforts to notify Company a minimum of fifteen (15) minutes prior to a Service Outage. Company will notify McAfee of service interruptions or delays that may be known to Company. Company will provide access to its designated contacts to assist McAfee with correcting any Service Outage problems in a timely manner. McAfee will also provide updates to Company until the Service Outage has been corrected. Upon learning of any Service Outage, McAfee will correct the Service Outage and restore Services availability. McAfee shall make commercially reasonable efforts to provide 99.5 percent (99.5%) availability of the Cloud Services, as measured monthly.
3. **Support.** McAfee will provide Support for the Cloud Services in accordance with the following:

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|---|----------------|
| Support and Maintenance | |
| Support Requests | 1-866-727-8383 |
| Phone & Web | Available 24/7 |
| Technical Support | |
| Office hours (critical and non-critical issues) | Available 24/7 |
| Availability for critical issues | Available 24/7 |
| Response time | (See below) |
| Service Support | |
| Upgrade notifications | Yes |
| Remote diagnostics | Yes |
| Online Resources | |
| Documentation | Yes |
| FAQ | Yes |

Company and McAfee will jointly use the following definitions to document and respond to errors or deficiencies that may exist. If Company determines that an error or deficiency exists in the programs supported by the subscription fees under this Agreement, Company will provide written notification to McAfee of such error or deficiency, along with supporting data and programs that document such error or deficiency. McAfee will respond in accordance with the following severity levels

Critical - Severity 1 Error:

A “Severity 1 Error” will mean that the Cloud Services is non-operational and no Users can access the system, or the functionality is significantly decreased, or back-up or other security of data can no longer be performed. The defect affects mission-critical systems or information in the production environment. This may include any defect related to Company or personal safety, system availability, overall data integrity or ability to serve Company.

“Severity 1 Error” events will require immediate resolution by McAfee. McAfee must start the correction of “Severity 1 Errors no later than one (1) hour following notification by Company. McAfee will work to correct Severity 1 Errors on a 24x7 basis until resolution. McAfee Support personnel as well as Company’s personnel may be required to sustain a twenty-four (24) hour per day effort to determine the root cause of the problem or until circumvention or resolution is provided. McAfee will provide regular updates informing Company of the progress to remedy the reported problem. For Severity 1 Errors only, telephone support is available to report irregularities twenty-four (24) hours per day seven (7) days per week.

High - Severity 2 Error:

A “Severity 2 Error” will mean that the Cloud Services is operational with functional limitations or restrictions but there is minimal business impact. The error has a large impact on the functionality of the application, but does not require immediate release into the production environment.

McAfee must start the correction of “Severity 2 Error” no later than four (4) hours following notification by Company. The correction of “Severity 2 Error” must commence by the start of the next Business Day following notification, if such notification has been received at the latest two (2) hours before end of

a Business Day. McAfee will work to correct Severity 2 Errors during normal business hours. McAfee will provide regular updates informing Company of the progress to remedy the reported problem. McAfee will use reasonable efforts to correct such errors within five (5) Business Days.

Medium - Severity 3 Error:

A "Severity 3 Error" will mean these Cloud Service is operational with functional limitations or restrictions that are not critical to the overall system operation. The error has a moderate impact on the functionality of the application. However, the application remains usable by all groups.

McAfee will work to correct Severity 3 Errors during normal business hours. McAfee will use reasonable efforts to correct such errors within thirty (30) business days.

Low - Severity 4 Error:

A "Severity 4 Error" will mean the Cloud Service is operational with problems or errors, which have little impact on system operations. Severity 4 Errors will include documentation errors. The error has a minor impact on the functionality of the application.

"Severity 4 Error" events are normally corrected in the next maintenance release of the Cloud Service.