

## McAfee Corporate Products End of Life Policy

Effective January 2018

### Scope

To ensure delivery of innovative and cost-effective products, McAfee may periodically discontinue specific products or versions of products and hosted services. At McAfee's sole discretion, such products or services may be discontinued regardless of the delivery method, including on-premises Software, Hardware and Cloud Services.

This policy describes the intended communication and transition plans for discontinued products and versions and provides information required to plan for migration to replacement technologies. Any questions arising in the interpretation of this policy or the application of this policy shall be as determined by McAfee in its sole discretion. Any conflict between this policy and the terms of support shall be controlled by the provisions of this policy. This policy is effective from the effective date set forth above. (Capitalized terms used in this policy and not defined where used are defined at the end of this policy.)

### Software

#### *Releases*

- **Major (Main) Release:** Major releases encompass new products, major architecture changes, major user interface (UI) changes, significant new features or capabilities/functionality additions, new solutions, and substantial innovation.
- **Minor Release:** Minor releases include updates or enhancements/features to existing products, moderate administration or UI changes, and major bug fixes.
- **Update (Patch) Release:** Update releases incorporate minor bug fixes, security fixes, and service packs and Update releases should be incorporated into the next Minor Software release.
- The Software product version numbering scheme is defined as follows.

**(Major). (Minor). (Update)**

**Example:** 7.01.02

Where Major release is 7, Minor release is 1, Update release is 2.

- McAfee will make commercially reasonable efforts to adhere to the following guidelines:
  1. The End of Life Period for a Major or Minor Software release, “N,” starts when the N+2 release becomes Generally Available.
  2. The maximum total support life of a Software release is the lesser of: (a) three (3) years from the date it first became Generally Available or (b) one (1) year after the N+2 version becomes Generally Available.
- Software that is included with McAfee Hardware is subject to the provisions of this policy applicable to Software.

### *Products*

- McAfee will make commercially reasonable efforts to provide six (6) months’ notice of an affected product’s End of Sale Date and, after the effective End of Sale Date, provide Full Service Software Support for a maximum of 1 year.
- After the End of Sale Date for Appliances products, McAfee may provide Full Service Software Support for up to a maximum of 3 years.
- McAfee will not provide Full Service Software Support past the specified End of Life date.

### **Hardware**

The following applies to the physical components of McAfee’s Hardware.

- McAfee will exercise commercially reasonable efforts to provide 6 months’ notification prior to the effective End of Sale Date.
- McAfee will make commercially reasonable effort to provide Full Service Hardware Support for 3 years after the End of Sale Date and Limited Hardware Support in the 4<sup>th</sup> and 5<sup>th</sup> years. Provision of Full Service Hardware Support and Limited Service Hardware Support is subject to the terms of the support contract.
- Hardware support contracts cannot extend past the published End of Support Date.

### **Cloud Services**

McAfee will support only the current release.

## Hybrid Products

For all Hybrid Products, each component (Hardware, Software or Cloud Services), will follow the relevant end of life policy as defined herein for such component.

## Extension of Support Terms – Custom Software Support

In rare instances, and at our sole discretion, McAfee may offer extended support, beyond the typical support lifecycle. Custom Software Support may be available at an additional cost to customer but only if you have a current support subscription in effect on the End of Life Date.

Custom Software Support will provide commercially reasonable workaround solutions under the following conditions:

- The technology remains supportable per McAfee, including being free from unsupported dependencies on components provided by independent Software vendors (ISVs) that are outside McAfee's control; and
- The platform it operates on is supported by our original equipment manufacturer (OEM) technology partner (where applicable); and
- Technical support for issue resolution will be provided on a commercially reasonable basis; and

Custom Software Support does not include:

- Product Enhancement Requests (PER)
- Hotfixes or Engineering-related support
- New Operating System support
- SLA commitments related to defects in the supported product

## Definitions

**Appliances** – means McAfee products sold as a combination of Software and Hardware; in general McAfee offers a standalone Software version of the Software on Appliances.

**Cloud Services** - means Software or platform services offered on servers that are owned or managed by McAfee and provided to customer as specified in one or more grant letters, or as further defined by the relevant customer agreement. Access to the Cloud Services

requires either an active support agreement or an active subscription, as required by the specific offering.

**Custom Software Support** - Is an individually negotiated Software support contract requiring a McAfee-approved quote for product where the customer requests Support beyond the published End of Life Date.

**Defect Severity** – References to bug or defect severity reflect a qualitative appraisal of the problem’s extent. The following guidelines apply:

Sev	Description	Examples
1	Business has stopped.	<ul style="list-style-type: none"> <li>- Your organization cannot conduct business based on failure of a McAfee product.</li> <li>- There is loss of protection to most of your infrastructure.</li> <li>- All Internet connectivity or email flow has stopped.</li> </ul>

**End of Life (EOL) Period** - Refers to the timeframe beginning with the day McAfee announces a product is no longer available for purchase from current McAfee price books until the last date the product is formally supported by McAfee. If Software version only, EOL Period refers to the timeframe beginning with the day McAfee announces a Software version will no longer be available until it is no longer supported.

**End of Sale Date**– The date a product is no longer Generally Available for purchase.

**End of Life Date** – The last day that the product and/or Software version is supported per the terms of the standard Software and Hardware support offerings.

**Full Service Software Support** - Means the same maintenance and technical support as you receive under your current support contract for products that are Generally Available. Security updates and maintenance will continue until the end of the Full Service Software Support period.

**Full Service Hardware Support** - Full Service Hardware Support includes hardware warranty, new Software/firmware versions, escalations, update releases, product updates, content updates, and available maintenance and technical support.

**Generally Available** – Product is generally available for Sale and Support on current McAfee price books.



**Hardware** - means the McAfee or McAfee branded hardware equipment (together with all parts, elements, or accessories, and any combination of them, and including Appliances, or Software/hardware bundles) purchased during the term from McAfee or an authorized partner and identified in an applicable grant letter, excluding any Software or other intangible items (whether or not pre-loaded on hardware or subsequently loaded on hardware by customer, McAfee, or any other person or entity).

**Hybrid Product** – Any McAfee product that is sold as a combination of Cloud Services and Software and/or Hardware.

**Limited Service Hardware Support** - Limited Hardware Support includes limited hardware warranty, Severity 1 bug fixes (as defined under Defect Severity), and content updates. Software and firmware features and functionality will not be updated or upgraded. Major Releases are not included. Hardware support may be reduced to limited service levels.

**Software** - means each McAfee Software program in object-code format that is (a) licensed from McAfee or its authorized partners, or (b) embedded in or pre-loaded on Hardware purchased from McAfee or its authorized partners but not identified in a grant letter (which embedded or pre-loaded Software is hereby deemed licensed from McAfee), in each case including updates and upgrades that customer installs during any applicable support period.

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