

McAfee Cloud Services Agreement

McAfee (as defined below) and Customer (as identified in the Grant Letter) agree to the terms as specified in the Agreement. If Customer does not agree to the terms in the Agreement, Customer may not access or use the Cloud Services, and Customer must immediately notify McAfee to cancel the Cloud Services identified in the Grant Letter before accessing or using the Cloud Services.

BY ACCESSING OR USING THE CLOUD SERVICES, YOU AGREE TO THE TERMS OF THE AGREEMENT ON BEHALF OF CUSTOMER, AND YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND CUSTOMER TO THE AGREEMENT.

1. RIGHT OF USE AND RESTRICTIONS.

- a. Right to Access and Use Cloud Services. Subject to the terms of this Agreement, McAfee grants Customer a nonexclusive, nontransferable, worldwide right to access and use the Cloud Services described in the Grant Letter during the applicable Subscription Period for up to the product entitlement specified in the Grant Letter, and solely for Customer's internal business use. The scope of permitted use of the Cloud Services depends upon the product entitlement specified in the Grant Letter (e.g., number of users) and is subject to the Product Entitlement Definitions set forth at <http://www.mcafee.com/us/resources/legal/mcafee-product-entitlement-definitions.pdf> on the applicable date of your 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. Unless otherwise specified by McAfee, Cloud Services that are designed to be accessed through software provided by McAfee may be accessed only through the software. To the extent McAfee provides Customer any software, it is provided subject to the McAfee End User License Agreement ("EULA"), which is located at: <http://www.mcafee.com/us/about/legal/end-user-license-agreements.aspx>. The terms of the EULA are intended to supplement this Subscription Agreement with respect to any software and any conflict or inconsistency between the EULA and this Subscription Agreement will be resolved (1) in favor of the EULA if it relates to software and (2) in favor of this Subscription Agreement if it relates to Cloud Services or other matters. Any software provided in connection with the Cloud Services must be uninstalled and destroyed at the end of the applicable Subscription Period.
- b. Managing Parties. If Customer enters into a contract in which a third party manages Customer's information technology resources ("Managing Party"), Customer may enable 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 operations; (b) the Managing Party agrees to be bound by the terms of this Agreement; (c) Customer provides McAfee 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.
- c. User Subscriptions. 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.
- d. Subsidiaries. Customer may permit its Subsidiaries to use the Cloud Services in accordance with the terms of this Agreement but only while the entity qualifies as Customer's Subsidiary, and provided that (1) each Subsidiary agrees to be bound by the terms of this Agreement, and (2) Customer is responsible and fully liable for each Subsidiary's compliance with and breach of this Agreement.
- e. Restrictions. Customer will not and will not allow third parties to: (1) license, sublicense, access, use, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make the Cloud Services available to any third party; (2) use Cloud Services as an HTTP server that allows third-party relay or proxy of web traffic; (3) modify, decompile, reverse engineer, or copy the Cloud Services, or any of its components; (4) access or use the Cloud Services in order to build or support any products or services competitive with the Cloud Services; (5) use the Cloud Services to conduct fraudulent activities; (6) 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 McAfee, its provision of the Cloud Services, or others; (7) impersonate or misrepresent an affiliation with a person or entity; (8) access or use the Cloud Services for monitoring the availability, security, performance, functionality, or for any other benchmarking or competitive purposes without McAfee's express written permission; (9) use the Cloud Services to initiate or propagate Malware; or (10) 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 (1) to (10), a "Prohibited Use"). A Prohibited Use is a material breach of the Agreement in McAfee's sole discretion.
- f. Reserved Rights. The Cloud Services are strictly confidential to McAfee. McAfee (or its licensors) owns exclusively and reserves

all rights to the Cloud Services, and Customer may not exercise any, right, title, and interest in and to the Cloud Services, including, without limitation, all Intellectual Property Rights in and to the Cloud Services, except to the extent of the limited rights granted to Customer in this Agreement. This Agreement is not an agreement of sale, and no title, Intellectual Property Rights, or ownership rights to the Cloud Services are transferred to Customer under this Agreement. Customer acknowledges and agrees that the Cloud Services and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Cloud Services, and all other improvements, revisions, corrections, modifications, enhancements, releases, DATs, signature sets, upgrades, and policy, database, and other updates in, of, or to the Cloud Services, and all derivative works based on any of the foregoing, and any copies of the foregoing are trade secrets and reserved to and proprietary property of McAfee.

- g. Right to Use Customer Data. Customer hereby grants McAfee a limited, non-exclusive, royalty-free, perpetual license to access and use the Customer Data as necessary for (1) McAfee to provide the Cloud Services and technical support to Customer during the applicable Subscription Period; (2) to maintain or improve the Cloud Services and other security related products; (3) for internal research for threat protection solutions, such as improved spam protection (unless Customer opts out of those uses through the options available in the console); (4) for administration of the Agreement; and (5) for purposes set forth in McAfee's Privacy Notice available at <https://www.mcafee.com/us/about/legal/privacy.aspx>. In addition, McAfee may use, reproduce, and disclose product, support, or services-related information, Customer 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 as a part of a larger set of statistics (for example, statistics describing the enterprise, amount of traffic, success rates, and the like) and other purposes consistent with McAfee's Privacy Notice and Customer agrees that such data does not constitute Confidential Information of Customer.

2. CUSTOMER OBLIGATIONS.

- a. Customer Access. Customer is responsible for all activity occurring under Customer's Cloud Services and Support accounts. Customer will provide McAfee with all information and assistance required to supply the Cloud Services or enable Customer's use of the Cloud Services. Customer will immediately notify McAfee of any: (1) unauthorized account use or other suspected security breach; or (2) unauthorized use, copying or distribution of Cloud Services, Documentation or Customer Data.
- b. Customer Data. Customer must obtain all necessary rights and permissions from Users to provide the data to the Cloud Services and McAfee as contemplated herein. Customer represents and warrants that: (1) Customer has the legal rights and applicable consents to provide Customer Data to McAfee, (2) Customer will comply with all applicable laws for processing and transferring Customer Data to McAfee and (3) Customer retains adequate back-ups of Customer Data. 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 McAfee is not liable for the content of Customer Data. McAfee does not assume any duty or obligation to correct or modify Customer Data. Except as provided herein, Customer retains all right, title and interest in and to Customer Data.
- c. System Administrator. As needed, Customer will provide McAfee 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, McAfee may provide Customer with a confidential access code to the administration tool, which may only be accessed by the System Administrator.
- d. Updated Information. Customer agrees to provide current and complete account Users' information as necessary for McAfee to manage Customer's account.
- e. Reliance. Customer agrees that McAfee may rely on all information provided to McAfee by the Customer.

3. **TECHNICAL SUPPORT SERVICE**. The then-current McAfee Technical Support and Maintenance Terms apply to the Cloud Services. The McAfee Technical Support and Maintenance Terms are incorporated by reference and can be found at: <https://support.mcafee.com/terms>. The McAfee Technical Support and Maintenance Terms may be updated from time to time, however McAfee will not materially reduce the level of performance, functionality, or availability of the Technical Support and Maintenance during the applicable Subscription Period.

4. **SERVICE LEVEL AGREEMENT**. McAfee will provide Cloud Services in accordance with the terms of the Service Level Agreement located at https://trust.mcafee.com/saas_sla.pdf.

5. TERM; TERMINATION; SUBSCRIPTION PERIODS.

- a. Term. The term of this Agreement will continue until terminated in accordance with this Agreement.
- b. Termination.
 1. Either party may terminate this Agreement upon notice to the other party if there is no current Subscription Period in effect.

2. Either party may terminate this Agreement for cause immediately on notice to the other party if the other party commits a material breach of this Agreement and fails to cure the breach within five (5) business days after receipt of the written notice specifying the breach, provided however, that McAfee may terminate this Agreement or suspend access to the Cloud Services immediately and without an opportunity to cure if it becomes aware of a Prohibited Use. Additionally, McAfee may terminate this Agreement upon notice if Customer fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.
 3. If Customer is subject to a Change of Control, McAfee may, at any time, terminate this Agreement by giving Customer notice of termination, unless McAfee consents in writing to the continuation of this Agreement after the Change of Control. Customer must notify McAfee of the pending Change of Control at least 30-days before the effective date of the Change of Control. The parties must continue to perform their obligations under this Agreement during the period between the time McAfee has notice of the Change of Control and the termination date of this Agreement. A "Change of Control" of Customer is considered to occur if any person or entity, other than the persons and entities having Control of Customer as of the date Customer enters into this Agreement with McAfee, acquires Control of Customer.
 4. Upon termination of this Agreement, all Subscription Periods will terminate. After the termination of the Subscription Period for a particular Service, Customer agrees that McAfee has no obligation to retain Customer Data for that Service, which may be irretrievably deleted as part of McAfee's record and information management and in accordance with applicable laws. To the extent any Customer Data is stored by the Service, Customer is solely responsible for retrieving that Customer Data.
- c. Subscription Periods. The initial Subscription Period for each Cloud Service is specified in the Grant Letter (the "Initial Subscription Period"). After the Initial Subscription Period, and subject to McAfee's End-of-Life Policy described below, the subscription to the Cloud Services will automatically renew for successive terms of equal length as the Initial Subscription Period (each a "Renewal Period") unless either party (or an Authorized Partner on Customer's behalf) provides the other party notice of non-renewal at least 30 days before the end of the then-current Initial Subscription Period or Renewal Period.
 - d. End-of-Life. Customer's right to access and use the Cloud Services and any features thereof is subject to McAfee's End-of-Life Policy available at <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.
 - e. Suspension of Service. McAfee may suspend or terminate the Cloud Services: (a) if McAfee considers it necessary to prevent or terminate any actual or suspected Prohibited Use; or (b) upon notice to Customer if: (1) Customer commits a material breach of this Agreement; (2) if McAfee receives notice from Authorized Partner that Customer is in material breach of the Agreement (including Customer's Agreement with Authorized Partner), (3) McAfee 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 (4) if there is a threat to the security and integrity of the hosted environment or Customer Data. Suspension of Cloud Services will be without prejudice to any rights or liabilities accruing before or during the suspension, including Customer's obligation to pay fees.
 - f. Survival. Sections 1, 5 - 14, and 16 - 17 will survive any termination of this Agreement.

6. PAYMENTS; TAXES; AUDIT.

- a. Payments. Unless Customer is purchasing the subscriptions to the Cloud Services through an Authorized Partner, in which case payment obligations will flow exclusively between Authorized Partner and Customer, Customer will pay McAfee the fees set forth in the Grant Letter within 30 days of the invoice date. Late payments are subject to interest of 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 believes an invoice is incorrect, Customer must contact McAfee in writing within 30 days of the date of invoice to be eligible to receive an adjustment or credit. The fees for a Renewal Period will be equal to the fee in effect during the Initial Subscription Period unless McAfee has given Customer at least 30 days prior written notice of a fee increase.
- b. Transaction Taxes. Customer will pay all applicable transaction taxes, including, but not limited to, 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"). Unless Customer is purchasing the subscriptions to the Cloud through an Authorized Partner, in which case obligations regarding Transaction Taxes will be exclusively the responsibility of Authorized Partner and Customer, McAfee will separately state on its invoices the Transaction Taxes that McAfee is required to collect from Customer under applicable law. Customer will provide proof of any

exemption from Transaction Taxes to McAfee at least 15 business days before the due date for paying an invoice. If McAfee does not collect the required Transaction Taxes from Customer but is later required to remit the Transaction Taxes to any taxing authority, Customer will promptly reimburse McAfee 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 McAfee.

- c. Withholding Taxes. All payments due from Customer will be made free and clear without deduction for any present and future taxes imposed by any taxing authority. Unless Customer is purchasing the subscriptions to the Cloud Services through an Authorized Partner, in which case obligations regarding Withholding Taxes (as defined below) will be exclusively the responsibility of Authorized Partner and Customer, if Customer is required by applicable law to deduct or withhold income taxes from amounts payable to McAfee under this Agreement (“Withholding Taxes”), Customer will remit, and provide McAfee with evidence that Customer has remitted, the Withholding Taxes to the appropriate taxing authority and pay to McAfee the remaining net amount. Customer will provide written notice to McAfee of its intent to withhold (including details of the amounts and legal basis for the Withholding Taxes) at least 15 business days before the due date for any payments under this Agreement and will cooperate with McAfee to reduce any Withholding Taxes. If McAfee provides Customer with valid and official documentation issued by the relevant taxing authority for a lower rate of Withholding Taxes, then Customer will apply the lower rate.
- d. Income Taxes. Each party is responsible for its own income taxes or taxes based on gross revenues or gross receipts.
- e. Audit. McAfee has the right, at its expense, to audit Customer's compliance with the terms of this Agreement, and Customer will provide all records and information reasonably necessary for McAfee to successfully perform the audit. If any audit reveals that Customer owes fees to McAfee, or the Authorized Partner, Customer will promptly remit the underpaid amounts, including any interest owed for overdue payments. Customer consents to McAfee's disclosure of the audit results to the Authorized Partners.

7. CONFIDENTIALITY.

- a. Generally. 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 given the nature of the information or the circumstances surrounding disclosure; but Confidential Information does not include any information that (1) was previously known to the receiving party, (2) is received from a third party without similar restriction, (3) is or becomes publicly available other than through unauthorized disclosure, or (4) is independently developed by the receiving party without the use of the other party's Confidential Information. Customer acknowledges that McAfee's pricing, Cloud Services access codes and nonpublic information regarding the Cloud Services and McAfee's Intellectual Property Rights are McAfee's Confidential Information. As between the parties, the disclosing party owns the Confidential Information it discloses to the receiving party. Each party will take reasonable precautions (at least as protective as the precautions it takes to protect its own confidential information) to prevent unauthorized use or disclosure of the other party's Confidential Information in its possession. Neither party will (a) disclose any Confidential Information of the other party to any third party during the term of this Agreement and for as long thereafter as the Confidential Information remains competitively sensitive, but not in any event for less than 5 years after the termination of this Agreement, or (b) use any Confidential Information of the other party except in the performance of its obligations or exercise of its rights under this Agreement; but a party may disclose Confidential Information of the other party (1) to its employees, contractors or agents, on a need-to-know basis, under an obligation of confidentiality no less stringent than that set forth in this Section, and (2) as required by law, provided that the receiving party notifies the disclosing party as soon as feasible and cooperates with the disclosing party's efforts to limit or avoid the disclosure.
- b. Feedback. Customer agrees that McAfee has the unrestricted right to use suggestions and feedback provided by Customer regarding the Cloud Services and other products and services of McAfee and its affiliates, without notice to, payment to or consent from Customer, and that such suggestions and feedback will be the Confidential Information of McAfee, and not Customer.

8. DATA PROTECTION. The Cloud Services or Support may employ applications and tools to collect Customer Data that includes one or more data elements that can be used to identify a natural person (“Personal Data”).

- a. Generally. McAfee will collect, process, copy, backup, store, transfer and use (collectively “Process”) Personal Data in accordance with its privacy policies available at <https://www.mcafee.com/us/about/legal/privacy.aspx> and applicable laws. Processing may take place in, from and to the United States, Europe, or other countries or jurisdictions, potentially outside of the Customer or User's own. McAfee will implement commercially reasonable technical, organizational and administrative

security measures designed to protect the Personal Data it Processes from unauthorized access and misuse while under McAfee's custody or control. McAfee restricts its personnel from Processing Personal Data without authorization and will impose appropriate obligations upon its personnel, regarding confidentiality, data protection and data security. If a third party makes a request to McAfee for access to or correction of Personal Data, McAfee will refuse the request and instruct the third party to request that Personal Data directly from Customer and provide the third party with Customer's contact information. If compelled to disclose Personal Data to a law enforcement agency or a third party, McAfee will endeavor to give Customer reasonable notice of the access request before granting the access, to allow Customer to seek a protective order or other appropriate remedy. If notice is legally prohibited, McAfee will take reasonable measures to protect the Personal Data from undue disclosure, as if it were McAfee's own Confidential Information being requested. McAfee will notify Customer without undue delay if it becomes aware of unauthorized access or misuse of the Personal Data it Processes under this Agreement and will take reasonable steps to mitigate the effects and to minimize any resulting damage.

- b. EU Transfers and Standard Contractual Clauses. For the purpose of the Agreement, with respect to Personal Data, Customer and McAfee acknowledge that McAfee is a Data Processor and Customer is a Data Controller. For Personal Data originating from Customer (for the purposes of the Standard Contractual Clauses, the "Data Exporter") established in the European Economic Area and Switzerland (an "EU Transfer") the Standard Contractual Clauses will apply to the Processing by McAfee outside of the European Economic Area (who, for the purposes of the Standard Contractual Clauses shall be deemed the "Data Importer"). "Standard Contractual Clauses" mean the standard contractual clauses for the transfer of Personal Data from a Data Controller in the European Economic Area to Processors established in third countries under the EU Data Protection Directive 95/46/EC (the "Directive") or any legislation replacing the Directive, (or any alternative or successor Decision that approves new standard contractual clauses for transfers to Data Processors in third countries). The Standard Contractual Clauses are available on the European Commission's website at the following link: http://ec.europa.eu/justice/data-protection/international-transfers/transfer/index_en.htm. The Standard Contractual Clauses will cease to apply if McAfee is certified under the EU/US Privacy Shield or if McAfee adopts Processor Binding Corporate Rules or an alternative recognized compliance standard for the lawful transfer of Personal Data (as defined in the Directive) outside the European Economic Area upon notice hereof by McAfee to Customer. If there is any conflict between the Standard Contractual Clauses and this Agreement, the Standard Contractual Clauses shall prevail. Customer is solely responsible for securing any privacy-related rights and permissions from individual persons and third parties as required by regulation, statute, or other law, or by Customer's internal policies or guidelines, in order to use the Licensed Products or disclose to McAfee any personally identifiable information.
- c. Sub-Processors. McAfee may share Personal Data with third parties, including vendors, suppliers and partners ("Sub-Processors") in support of the permitted uses of data under this Agreement and McAfee's privacy policies. McAfee will restrict Sub-Processors access to Personal Data to the extent needed for performance and will impose written contractual obligations that are no less protective of the Personal Data than those obligations set forth in this Agreement.
- d. Cookies. McAfee may use cookies to store user session information, access codes and application settings to ease site navigation processes.

9. **AUTHORIZED DISTRIBUTOR ACCESS.** Customer acknowledges and agrees that if the Cloud Services are purchased through an Authorized Partner, the Authorized Partner may have access to: (1) Customer Data; and (2) system administration of Customer's account, including the ability to configure the account and applicable policies.

10. **INTELLECTUAL PROPERTY.**

- a. Ownership. The Cloud Services are strictly confidential to McAfee and are the sole and exclusive property of McAfee or its licensors, who retain sole ownership of all right, title and interest in the Cloud Services, including, without limitation, all related Intellectual Property Rights as well as any derivative works thereof. Customer agrees, on behalf of itself and its Subsidiaries, that Customer and its Subsidiaries will take no action inconsistent with McAfee's Intellectual Property Rights.
- b. Reserved Rights. Customer may not exercise any, right, title, and interest in and to the Cloud Services or any related Intellectual Property Rights, except to the extent of the limited usage rights granted to Customer in this Agreement. This Agreement is not an agreement of sale, and no title, Intellectual Property Rights, or ownership rights to the Cloud Services are transferred to Customer under this Agreement. Customer acknowledges and agrees that the Cloud Services and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Cloud Services, and all other improvements, revisions, corrections, modifications, enhancements, releases, DATs, signature sets, and other updates in, of, or to 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 McAfee.

11. EXCLUSIONS; DISCLAIMERS.

- a. DISCLAIMER OF WARRANTIES. ALL CLOUD SERVICES, SUPPORT, AND OTHER ITEMS ARE PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS" AND MCAFEE MAKES NO REPRESENTATIONS OR WARRANTIES, AND 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 LIMITATION, MCAFEE DOES NOT REPRESENT OR WARRANT ANY OF THE FOLLOWING: (1) THAT ANY CLOUD SERVICE WILL OPERATE UNINTERRUPTED OR BE FAILSAFE OR ERROR-FREE; (2) THAT ANY CLOUD SERVICE, RESULTS, ADVICE, REPORT, OR DATA, WILL BE FREE FROM ERRORS OR COMPLY WITH ANY PARTICULAR LAW; (3) ANY RESULTS CUSTOMER MAY ACHIEVE OR ANTICIPATE; (4) THAT ANY OR ALL SYSTEM VULNERABILITIES OR WEAKNESSES WILL BE DISCOVERED; OR (5) COMPLETE PROTECTION AGAINST ANY SECURITY THREATS OR OTHER POSSIBLE RISKS. CUSTOMER WILL NOT MAKE ANY REPRESENTATION OR OTHER STATEMENT OR UNDERTAKE ANY ACT OR OMISSION INCONSISTENT WITH THIS SECTION 11.
- b. USE ON HIGH RISK SYSTEMS. THE CLOUD SERVICES MAY FAIL AND ARE NOT DESIGNED, DEVELOPED, TESTED, OR INTENDED TO BE RELIABLE IN THE CONTEXT OF HIGH RISK SYSTEMS. MCAFEE HAS NO RESPONSIBILITY FOR, AND CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS MCAFEE, ITS AFFILIATES AND REPRESENTATIVES FROM, 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 CUSTOMER'S USE OF THE PRODUCTS ON OR IN A HIGH RISK SYSTEM, INCLUDING, WITHOUT LIMITATION, THOSE THAT (1) COULD HAVE BEEN PREVENTED BY DEPLOYMENT OF FAIL-SAFE OR FAULT-TOLERANT FEATURES TO THE HIGH RISK SYSTEM, OR (2) 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 PRODUCT CAUSED A HIGH RISK SYSTEM TO FAIL. As used in this Agreement, "High Risk Systems" means any 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 if a 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 if there is a malfunction. A device or system with a fault-tolerant feature if a 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, trains boats or vehicle navigation or communication systems; air traffic control; weapons systems; nuclear facilities; power plants; medical systems and facilities; and transportation facilities.
- c. Third Parties. THE CLOUD SERVICES MAY CONTAIN INDEPENDENT THIRD PARTY PRODUCTS AND RELY ON THEM TO PERFORM CERTAIN FUNCTIONALITY, INCLUDING MALWARE DEFINITIONS OR URL FILTERS AND ALGORITHMS. MCAFEE MAKES NO WARRANTY AS TO THE OPERATION OF ANY THIRD PARTY PRODUCTS OR THE ACCURACY OF ANY THIRD PARTY INFORMATION.
- d. Internet Delays. CLOUD SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAY AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. MCAFEE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES. LOSS OF DATA OR DAMAGES RESULTING FROM THOSE PROBLEMS.
- e. Security. No data transmission over the Internet can be guaranteed to be secure. McAfee is not responsible for any interception or interruption of any communications through the Internet or networks or systems outside McAfee's control. Customer is responsible for maintaining the security of its networks, servers, applications and access codes.

12. LIMITATIONS OF LIABILITY.

- a. NO CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES WILL MCAFEE OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND OR 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. FURTHER, UNDER NO CIRCUMSTANCES WILL MCAFEE OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATING TO ALLEGATIONS OR CLAIMS THAT THE CLOUD SERVICES WERE NOT FAILSAFE, DID NOT OPERATE INTERRUPTION- OR ERROR-FREE, OR DID NOT PROTECT AGAINST ALL SECURITY BREACHES OR ALL POSSIBLE SECURITY THREATS, MALFUNCTIONS, MALICIOUS CODE OR OTHER VULNERABILITIES OR ERRORS IN ANY CLOUD SERVICES CAUSED BY VIRUS, INFECTION, WORM OR SIMILAR MALICIOUS CODE, IN ALL CASES REGARDLESS OF LEGAL THEORY AND 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 THOSE DAMAGES. THESE LIMITATIONS DO NOT APPLY TO MCAFEE'S INDEMNIFICATION OBLIGATIONS; TO MCAFEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR TO ANY LIMITATION TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

- b. DOLLAR CAP. REGARDLESS OF WHETHER A CLAIM FOR DAMAGES IS BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, IN NO EVENT WILL THE AGGREGATE TOTAL LIABILITY OF MCAFEE OR ITS LICENSORS UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT EXCEED THE FEES PAID UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, LESS THE AGGREGATE OF ALL AMOUNTS PAID BY THE LIABLE PARTY UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER ON ACCOUNT OF PREVIOUS EVENTS OF LIABILITY. THESE LIMITATIONS DO NOT APPLY TO MCAFEE'S INDEMNIFICATION OBLIGATIONS; TO MCAFEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR TO ANY LIMITATION TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- c. RISK ALLOCATION. The exclusions and limitations of liability specifically provided by this Agreement allocate between the parties the risks under this Agreement, some of which may be unknown or undeterminable. The exclusions and limitations were a material inducement for the parties to enter into this Agreement, and the parties have relied on them in determining whether to enter into this Agreement. Each party expressly agrees to these exclusions and limitations and acknowledges that without them, the fees charged for the Cloud Services would be higher or would not be offered under this Agreement.

13. **CUSTOMER INDEMNITY**. Customer will indemnify and, at McAfee's election, defend McAfee against all claims, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any: (1) third party claims for Customer breach or alleged breach of this Agreement; (2) Customer Data, including Customer's failure to obtain all necessary consents related to Customer Data; (3) taxes arising from the Cloud Services whether now in effect or imposed in the future (excluding taxes based on McAfee's income); (4) claims by third parties arising from Customer's use of the Cloud Services (excluding claims for which McAfee is obligated to indemnify Customer under Section 14 (McAfee Indemnity)); and (5) any reasonable costs and attorneys' fees required for McAfee to respond to a subpoena, court order or other official government inquiry regarding Customer Data or Customer's use of the Cloud Services.

14. **MCAFEE INDEMNITY**.

- a. General. McAfee will indemnify and, at its election, defend Customer against claims asserted against Customer in any suit or action if: (1) the claim is for direct patent infringement or direct copyright infringement, or for McAfee's trade secret misappropriation and (2) the claim is (a) asserted against the Cloud Services alone and not in combination with anything or (b) a combination of the Cloud Services.
- b. Limitations. Notwithstanding anything else in this Agreement, McAfee will not indemnify or defend Customer for claims asserted, in whole or part, against: (1) technology or designs Customer gave to McAfee, (2) modifications or programming to Cloud Services that were made by anyone other than McAfee, or (3) the Cloud Services' alleged implementation of some or all of a Standard.
- c. Procedure. McAfee's indemnity obligations are conditioned on Customer's prompt written notice to McAfee of a claim and on Customer's tender to McAfee of the right to solely control and conduct the defense and any settlement of the claim. Customer must fully and timely cooperate with McAfee and provide McAfee with all reasonably requested authority, information, and assistance. McAfee is not responsible for any costs, expenses, or compromise incurred or made by Customer without McAfee's prior written consent.
- d. Remedies. At its option, McAfee will solely control and conduct the defense and any settlement of indemnified claims. McAfee, in its sole discretion and at its own expense, may (a) procure for Customer the right to continue using the Cloud Services; (b) replace any affected Cloud Services with non-infringing Cloud Services; (c) modify any affected Cloud Services so that it

becomes non-infringing; or (d) terminate access to the affected Cloud Services and credit or refund to Customer a pro-rata portion of the amounts already paid by Customer for the affected Cloud Services for the remainder of the applicable Subscription Period.

- e. Exclusive Remedy. The indemnity provided in this Section 14 states McAfee's entire obligation and liability and Customer's exclusive remedy for claims of patent or copyright infringement, or trade secret misappropriation, by the Cloud Services. This indemnity is personal to Customer and may not be assigned, transferred, or passed through to any third party.

15. **BETA RELEASES; EVALUATIONS; FREE SERVICES.**

- a. Generally. If Customer has signed up for an evaluation of Cloud Services ("Evaluation Product") or Free Services, then the provisions of this Section 15 will apply and control over any other conflicting terms of this Agreement. McAfee 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. THE SERVICE LEVEL AGREEMENT DESCRIBED IN SECTION 4 AND MCAFEE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 DO NOT APPLY TO EVALUATION PRODUCTS AND FREE SERVICES. EVALUATION PRODUCTS AND FREE SERVICES ARE PROVIDED TO CUSTOMER SOLELY ON AN "AS IS" BASIS, AND MCAFEE DISCLAIMS ALL WARRANTIES AND LIABILITY IN CONNECTION WITH THE EVALUATION PRODUCTS AND FREE SERVICES. CUSTOMER ASSUMES ALL RISK OF USE OF EVALUATION PRODUCTS AND FREE SERVICES. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, THE AGGREGATE LIABILITY OF MCAFEE 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. In addition, Customer acknowledges that McAfee has not promised or guaranteed to Customer that Free Services will be announced or made available to anyone in the future, that McAfee has no express or implied obligation to Customer to announce or introduce Free Services, and that McAfee is not obligated to introduce a product similar to or compatible with Free Services or any updates to any Evaluation Products and Free Services.
- b. Evaluation Period. Customer's use of an Evaluation Product is limited to 30 days unless otherwise agreed to in writing by McAfee, during which time Customer may access and use the Evaluation Product solely for Customer's internal evaluation to decide whether to purchase the right to use the Evaluation Product.
- c. Free Services. McAfee is not obligated to finally release any version of the Free Services. Customer will report to McAfee unusual, unplanned, or out of the ordinary events observed in a Free Services. Access or use of a Free Services is restricted to Customer's internal performance evaluation of the Free Services. For Free Services subject to the terms of the Agreement, the Subscription Period continues for as long as McAfee makes the Free Services available to Customer. McAfee may choose to 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 the Agreement then in effect for as long as the Free Services are made available to Customer. Any updates or end-user assistance provided for Free Services are provided at McAfee's sole discretion and may be discontinued at any time. From time to time, at McAfee's sole discretion, McAfee may elect to discontinue certain Free Services or particular features of the Free Services ("Free Services Termination"). Free Services are specifically excluded from McAfee's End-of-Life-Policy. Instead, McAfee will make commercially reasonable efforts to provide 30 days' prior notice to Customer of a Free Services Termination. McAfee has no obligation to provide any Support to Customers for the Free Services. McAfee has no obligation to retain any Customer Data or other Customer information submitted or collected through the Free Services. McAfee may delete any Customer Data and other Customer information at its own discretion and without prior notice to Customer.

16. **GENERAL.**

- a. 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. No waiver of any provision of this Agreement will be valid unless in writing, specifying the provision to be waived, and signed by the party agreeing to the waiver.
- b. Governing Law; Dispute Resolution. This Agreement and any dispute arising out of or relating to it will be governed by the laws of the United States and New York, without regard to conflict of laws principles. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). Any dispute arising out of or relating to this Agreement will be resolved as follows: either party will deliver notice of the dispute, including a detailed description of the dispute, together with relevant supporting documents. Senior management from each party will then attempt to resolve the dispute. If the parties do not resolve the dispute within 30 days of the dispute notice, either party may deliver notice of a demand for mediation. The parties will then try to resolve the dispute with a mediator. If the parties do not resolve the dispute within 60 days after the mediation demand, either party may begin litigation. The dispute resolution process in this Section will not apply to claims for

- misappropriation of trade secrets or breach of confidentiality obligations if the requested relief includes injunctive or other non-monetary relief. The state and federal courts sitting in New York, New York will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement. The Parties consent to personal jurisdiction and venue in those courts. Claims for misappropriation of trade secrets and breach of confidentiality obligations may also be brought in any court that has jurisdiction over the parties if the relief sought includes injunctive or other non-monetary relief. A party that obtains a judgment against the other party in the courts identified in this Section may enforce that judgment in any court that has jurisdiction over the parties.
- c. Notices. All legal notices to McAfee under this Agreement must be addressed to "Attention: Legal Department" 5000 Headquarters Dr., Plano, TX 75024. All legal notices to Customer may be sent using the contact information on file with McAfee, as specified in the registration information provided by Customer when purchasing or registering for the Cloud Services. Notices will be considered effective on receipt. It is Customer's obligation to ensure McAfee has the most current contact information. Customer agrees to accept McAfee e-mails relevant to Customer's receipt of the Cloud Services at the e-mail address specified by its System Administrator. McAfee may provide all notices, statements, and other communications arising under this Agreement (other than legal notices) to Customer through either e-mail, posting on the Cloud Services or other electronic transmission.
- d. Modification to Terms. McAfee reserves the right to modify the terms and conditions of this Agreement at any time, effective on the posting of an updated version at <http://www.mcafee.com/us/about/legal/saas-terms.aspx>. Customer is responsible for regularly reviewing this Agreement. The Cloud Services Agreement may be updated from time to time, however McAfee will not materially reduce the level of performance, functionality, security or availability of the Cloud Services Agreement during the Subscription Period without notice of a material change. Continued use of the Cloud Services after any material and notified change will constitute Customer's consent to the changes.
- e. Assignment. Customer may not assign this Agreement, whether by contract, operation of law or otherwise, without the prior written permission of McAfee. Any attempt by Customer to assign this Agreement, including any rights, duties, or obligations under this Agreement, without McAfee's written consent will be a material breach of this Agreement and will be null and void. McAfee may assign this Agreement in its sole discretion. Subject to the foregoing restriction on Company's assignment, this Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.
- f. Compliance. Each party will comply with all applicable laws in the conduct of its business with respect to its rights and obligations under this Agreement, including, without limitation, applicable privacy and export control laws and regulations, the U.S. Foreign Corrupt Practices Act, and other applicable anti-corruption laws. Customer may not, directly or indirectly, export, transmit or permit access to any Cloud Services or technical data (or any part thereof) or any process or service that is produced by any Cloud Services, to or in any country to which export, transmission or access is restricted by applicable law, without the authorization, if required, of the Bureau of Industry and Security of the U.S. Department of Commerce or any other applicable governmental entity as may have jurisdiction over the export or transmission. Customer will not use the Cloud Services for the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, operation, demilitarization, destruction, processing, use, configuration, adaption or modification of any defense, military, intelligence, nuclear, or space article or activity, or missile technology including, without limitation, those items enumerated on (a) Wassenaar Arrangement's Sensitive List, Very Sensitive List and/or Munitions List; (b) the International Traffic in Arms Regulations ("ITAR") United States Munitions List ("USML," 22 C.F.R. pt. 121); or (c) the Common Military List of the European Union, unless authorized by the U.S. Government by regulation or specific license. Customer will not discuss, disclose, or release to McAfee any Confidential Information directly related to any defense, military, intelligence, nuclear, or space article or activity. Customer will not transfer, resell, divert, allow access to, or export or re-export any Cloud Services or any related technical information or materials (1) in or into any U.S. embargoed countries, or (2) to or by any person or entity listed on a denial order published by the U.S. government or any other applicable government. Customer represents and warrants that neither the Bureau of Industry and Security nor any other agency or government has suspended, revoked or denied Customer's export privileges and that Customer will not provide access to any Cloud Services to any person or entity whose export privileges have been suspended, revoked, or denied. McAfee products may require authorization from the U.S. and other applicable authorities including, without limitation, the European Union, before export, import or use restrictions in other countries. Additional information regarding compliance with export control laws can be found at: <http://www.mcafee.com/us/about/export-compliance.aspx>.
- g. Notice to U.S. Government End Users. The Cloud Services are considered to be "commercial computer software" and "commercial computer software documentation," pursuant to 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 the terms of this Agreement and is prohibited except to the extent expressly permitted by

this Agreement.

- h. Force Majeure. McAfee will not be liable for any delays, failures to perform, damages, losses, destruction, or malfunction, or any consequence thereof, caused by forces of nature or any other cause beyond its reasonable control.
 - i. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter of this Agreement and expressly supersedes and cancels any other communication, representation or advertising whether oral or written, on the subject matter of this Agreement. 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 notwithstanding any 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.
 - j. Severability. The Parties intend that if a court holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision or part 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 or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.
 - k. Remedies. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be considered an election of that remedy to the exclusion of other remedies.
 - l. Relationship. The relationship of McAfee and Customer established by this Agreement is that of independent contractors, and nothing contained in this Agreement (1) gives either party the power to direct and control the day-to-day activities of the other party; (2) constitutes the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (3) allows either party to create or assume any obligation on behalf of the other party. The relationship contemplated by this Agreement is non-exclusive and does not prohibit either party from entering into any arrangements with any third parties. Each party understands and acknowledges that (1) the other party may develop or acquire technology, software, hardware, and data for its own products and services, and that existing or planned products and services developed or acquired by a party, may contain ideas or concepts similar or identical to those in the Confidential Information or Subscription Products under this Agreement; and (2) entering into this Agreement does not preclude a party from developing or acquiring any products without obligation to the other party.
 - m. Order of Precedence. If there is a conflict between a Grant Letter and the Subscription Agreement, the Subscription Agreement will control over the Grant Letter, unless the Grant Letter specifies otherwise.
 - n. Third Parties. All warranty disclaimers and limitations of remedies and damages in this Agreement that are applicable to McAfee (including, without limitation, the warranty disclaimers and limitations of liability) also extend to and apply in respect of McAfee's affiliates, third-party suppliers and licensors as third party beneficiaries. Except as expressly provided in this Section 16(n), the parties do not intend, nor may any clause of this Agreement be interpreted, to create under this Agreement any obligations or benefits to, or rights in, any third party from either McAfee or Customer.
 - o. Community Forum. At their convenience, Customers may exchange ideas and technical insight regarding the Free Services on the Cloud Visibility - Community Edition page located at: <https://community.mcafee.com/community/business/data/cloud-visibility>. McAfee 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.
17. **DEFINITIONS**. For purposes of the Agreement, the following definitions apply:
- a. "Agreement" means this Subscription Agreement, the Grant Letter and any materials available on the McAfee website that are specifically incorporated by reference.
 - b. "Authorized Partner" means the McAfee partner identified in the Grant Letter through which the Customer purchased the Cloud Services.
 - c. "Cloud Services" means the cloud services that McAfee provides to Customer as specified in one or more Grant Letters.
 - d. "Control" means the possession of beneficial ownership of more than fifty percent (50%) of the voting power of the person or entity entitled to vote in the election of directors or, in the case of an entity that is not a corporation, the election of the corresponding managing authority.
 - e. "Customer Data" means any data provided by Customer to McAfee by and through the Cloud Services, Support and any other products or services offered under this Agreement. Customer Data includes Personal Data as defined in Section 8 (Data

- Protection).
- f. "Documentation" means explanatory materials created by McAfee in printed, electronic or online form that accompany the Cloud Services.
 - g. "Free Services" means (1) any features or functionality included in a paid subscription for which McAfee no longer charges or which McAfee offers to Customer at no charge in McAfee's sole discretion, (2) other features or functionality that McAfee makes available to Customer without charge, that is labeled as "Pre-Release," "Limited Release," "Beta" or otherwise identified by McAfee as experimental, untested, or not fully functional, and which is not a time-limited trial for Customer's evaluation purposes and (3) any accompanying software or service that McAfee provides without charge to Customer as a courtesy and in McAfee's sole discretion.
 - h. "Grant Letter" means any written (electronic or otherwise) confirmation notice that McAfee issues to Customer confirming the Cloud Services and Support purchased, Subscription Period or Support period, and other access and use details. A Grant Letter includes a Welcome Letter or other purchasing documentation entered into between Customer and McAfee or Authorized Partner for the Subscription Product.
 - i. "Intellectual Property Rights" means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of the rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including, without limitation, patent rights, copyrights, trade secret rights, and trademark rights.
 - j. "Malware" means applications, executable code, or malicious content that McAfee considers to be harmful.
 - k. "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.
 - l. "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. "Subscription Agreement" means this McAfee Cloud Services Agreement.
 - m. "Subscription Period" means, with respect to Cloud Services, the time period for which Customer has purchased the right to receive the Cloud Services either as a term subscription to the Cloud Services or as a Support Agreement for the Cloud Services.
 - n. "Subsidiary" refers to any entity Controlled by Customer, but only for so long as that Control exists.
 - o. "Support" means technical support provided as described in the then-current McAfee Technical Support and Maintenance Terms, which are posted on McAfee's website at: <https://support.mcafee.com/terms>.
 - p. "User" means a unique individual whom Customer has authorized to use the Cloud Services pursuant to Customer's access rights under this Agreement.