

McAfee One (1) year Student Use End User License Agreement

NOTICE TO ALL USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT ("AGREEMENT"), FOR THE LICENSE OF SPECIFIED SOFTWARE ("SOFTWARE") PRODUCED BY NETWORKS ASSOCIATES, INC. ("McAfee"). BY CLICKING THE ACCEPT BUTTON OR INSTALLING THE SOFTWARE, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE BUTTON THAT INDICATES THAT YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT AND DO NOT INSTALL THE SOFTWARE. (IF APPLICABLE, YOU MAY RETURN THE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND.)

1. **License Grant.** Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, McAfee hereby grants to you a non-exclusive, non-transferable right to use one copy of the specified version of the Software and the accompanying documentation (the "Documentation"). You may install one copy of the Software on one computer, workstation, personal digital assistant, pager, "smart phone" or other electronic device for which the Software was designed (each, a "Client Device"). If the Software is licensed as a suite or bundle with more than one specified Software product, this license applies to all such specified Software products, subject to any restrictions or usage terms specified on the applicable price list or product packaging that apply to any of such Software products individually.
 - a. **Use.** The Software is licensed as a single product; it may not be used on more than one Client Device or by more than one user at a time, except as set forth in this Section 1. The Software is "in use" on a Client Device when it is loaded into the temporary memory (i.e., random-access memory or RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that Client Device. This license authorizes you to make one copy of the Software solely for backup or archival purposes, provided that the copy you make contains all of the Software's proprietary notices unaltered and unobstructed.
 - b. **Server-Mode Use.** You may use the Software on a Client Device as a server ("Server") within a multi-user or networked environment ("Server-Mode") only if such use is permitted in the applicable price list or product packaging for the Software. A separate license is required for each Client Device or "seat" that may connect to the Server at any time, regardless of whether such licensed Client Devices or seats are concurrently connected to, accessing or using the Software. Use of software or hardware that reduces the number of Client Devices or seats directly accessing or utilizing the Software (e.g., "multiplexing" or "pooling" software or hardware) does not reduce the number of licenses required (i.e., the required number of licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end"). If the number of Client Devices or seats that can connect to the Software can exceed the number of licenses you have obtained, then you must have a reasonable mechanism in place to ensure that your use of the Software does not exceed the use limits specified for the licenses you have obtained. This license authorizes you to make or download one copy of the Documentation for each Client Device or seat that is licensed, provided that each such copy contains all of the Documentation's proprietary notices unaltered and unobstructed.
 - c. **Volume License Use.** If the Software is licensed with volume license terms specified in the applicable product invoicing or product packaging for the Software, you may make, use and install as many additional copies of the Software on the number of Client Devices as the volume license terms specify. You must have a reasonable mechanism in place to ensure that the number of Client Devices on which the Software has been installed does not exceed the number of licenses you have obtained. This license authorizes you to make or download one copy of the Documentation for each additional copy authorized by the volume license, provided that each such copy contains all of the Documentation's proprietary notices unaltered and unobstructed.
2. **Term.** This Agreement is effective for One (1) year following the date you installed the Software unless and until earlier terminated as set forth in this Agreement. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must cease use of the Software and destroy all copies of the Software and the Documentation.

3. **Updates.** For the time period specified in the applicable product invoicing or product packaging for the Software, you are entitled to download revisions or updates to the Software when and as McAfee publishes them via its electronic bulletin board system, website or through other online services. After the specified time period, you have no further rights to receive any revisions or upgrades without purchase of a new license to the Software. If no time period is specified, your entitlement to download revisions or updates to the Software expires 90 days after the installation of the Software.
4. **Ownership Rights.** The Software is protected by United States copyright laws and international treaty provisions. McAfee and its suppliers own and retain all right, title and interest in and to the Software, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Your possession, installation, or use of the Software does not transfer to you any title to the intellectual property in the Software, and you will not acquire any rights to the Software except as expressly set forth in this Agreement. All copies of the Software and Documentation made hereunder must contain the same proprietary notices that appear on and in the Software and Documentation.
5. **Restrictions.** You may not sell, lease, license, rent, loan or otherwise transfer, with or without consideration, the Software. McAfee updates its Software frequently and performance data for its Software change. Before conducting benchmark tests regarding this Software, contact McAfee to verify that You possess the correct Software for the test and the then current version and edition of the Software. Benchmark tests of former, outdated or inappropriate versions or editions of the Software may yield results that are not reflective of the performance of the current version or edition of the Software. You may not permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or other arrangement, except to the extent such use is specified in the applicable list price or product packaging for the Software. You may not transfer any of the rights granted to you under this Agreement. You may not reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon, the Software in whole or in part. You may not copy the Software or Documentation except as expressly permitted in Section 1 above. You may not remove any proprietary notices or labels on the Software. All rights not expressly set forth hereunder are reserved by McAfee.
6. **Warranty and Disclaimer.**
 - a. Limited Warranty. McAfee warrants that for sixty (60) days from the date of original purchase the media (e.g., diskettes) on which the Software is contained will be free from defects in materials and workmanship.
 - b. Customer Remedies. McAfee's and its suppliers' entire liability and your exclusive remedy for any breach of the foregoing warranty shall be, at McAfee's option, either (i) return of the purchase price paid for the license, if any, or (ii) replacement of the defective media in which the Software is contained. You must return the defective media to McAfee at your expense with a copy of your receipt. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication. Any replacement media will be warranted for the remainder of the original warranty period. Outside the United States, this remedy is not available to the extent McAfee is subject to restrictions under United States export control laws and regulations.
 - c. Warranty Disclaimer. Except for the limited warranty set forth herein, THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MCAFEE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, MCAFEE MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.
7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL MCAFEE OR ITS SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY

CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES. IN NO EVENT WILL MCAFEE BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LIST PRICE MCAFEE CHARGES FOR A LICENSE TO THE SOFTWARE, EVEN IF MCAFEE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

8. **United States Government.** The Software and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.
9. **Export Controls.** You are advised that the Software is subject to the U.S. Export Administration Regulations. You shall not export, import or transfer Software contrary to U.S. or other applicable laws, whether directly or indirectly, and will not cause, approve or otherwise facilitate others such as agents or any third parties in doing so. You represent and agree that neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges. You agree not to use or transfer the Software 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. Additionally, you acknowledge that the Software is subject to export control regulations in the European Union and you hereby declare and agree that the Software will not be used for any other purpose than civil (non-military) purposes. The parties agree to cooperate with each other with respect to any application for any required licenses and approvals, however, you acknowledge it is your ultimate responsibility to comply with any and all export and import laws and that McAfee has no further responsibility after the initial sale to you within the original country of sale.
10. **High Risk Activities.** The Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). McAfee expressly disclaims any express or implied warranty of fitness for High Risk Activities.
11. **Miscellaneous.** This Agreement is governed by the laws of the United States and the State of California, without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement sets forth all rights for the user of the Software and is the entire agreement between the parties. McAfee reserves the right to periodically audit you to ensure that you are not using any Software in violation of this Agreement. During your standard business hours and upon prior written notice, McAfee may visit you and you will make available to McAfee or its representatives any records pertaining to the Software to McAfee. The cost of any requested audit will be solely borne by McAfee, unless such audit discloses an underpayment or amount due to McAfee in excess of five percent (5%) of the initial license fee for the Software or you are using the Software in an unauthorized manor, in which case you shall pay the cost of the audit. This Agreement supersedes any other communications with respect to the Software and Documentation. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of McAfee. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by McAfee or a duly authorized representative of McAfee. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The parties confirm that it is their wish that this Agreement has been written in the English language only.
12. **MCAFEE CUSTOMER CONTACT.** If you have any questions concerning these terms and conditions, or if you would like to contact McAfee for any other reason, please call (408) 988-3832, fax (408) 970-9727, or write: Network Associates, Inc., McAfee Software Division, 3965 Freedom Circle, Santa Clara, California 95054. <http://www.nai.com>.

Student Use Terms Sheet

1. The following terms shall have the following meanings:

"Student" means an individual attending or enrolled with an academic institution who is not employed by said institution.

"Student Use" means installation and use of the Product by a student on a single un-networked personal computer owned by student (or his/her immediate family) at his/her residence for non-business. For the avoidance of doubt, Student Use does not include use on;

- Workstations operated by employees of the institution
- Workstations owned or operated by the institution that may be used by students from time to time

"Product" means the student use option software product licensed by NAI and ordered by Customer. The Product means the version of the Product delivered by NAI only, except where PrimeSupport is purchased with respect to a User License, in which case Product shall mean the last version of the Product released. If PrimeSupport is later discontinued, Product shall thereafter mean the last version of the Product released prior to such discontinuance.

3. This Addendum grants a single User License to each student strictly for Student Use only, for a term of one (1) year from the date of delivery to the Customer. The following conditions shall also apply;
- (a) Students are permitted to use the Product only for Student Use as defined.
 - (b) This grant is restricted to use by Students during the term of attendance at the institution.
 - (c) Customer is responsible for duplication and distribution of CD media of the Product to students. Customer and Customer Employees are not permitted to resell the Product, distribute or transfer the Product to any third party or use the Product commercially in any way.
 - (d) The audit requirements in the Agreement shall apply to this Addendum and Customer shall ensure that up-to-date records are maintained of all Customer Employees who have received a copy of the Product
 - (e) Customer acknowledges that the Product and any NAI services are not guaranteed to work on the personal computer or system of Customer Employees, and NAI does not provide support services for Customer Employees.
 - (f) The rights granted under this Addendum shall terminate in one (1) year, or (if earlier) on the termination of the License Agreement between NAI and Customer. Upon termination or expiration hereunder, Customer shall return the Product (and any copies made pursuant to the Home Use Option) and all related documentation to NAI.
 - (g) Customer shall ensure that all Customer Employees have seen and accepted the terms of NAI's standard End-User License Agreement before receiving a copy of the Product.