1. Agreement. These McAfee Security QuickStart Service Terms ("Terms") apply to McAfee Security QuickStart Services purchased by Customer and provided by McAfee via remote network access and telephone as described in the then-current version of the applicable McAfee Security QuickStart Services Brochure available at http://www.mcafeequickstart.com/brochure, which may be updated from time to time (the "Services"). The Services may be scheduled for delivery at Customer's request during the twelve (12) month period following purchase of the Services. These Terms are only valid for Customers who have a valid license for the applicable McAfee software (the "Software") for which the Services will be provided. McAfee reserves the right to change the McAfee Security QuickStart Service Terms from time to time, without notice.

2. Customer Responsibilities. Customer acknowledges that provision of the Services requires McAfee to remotely access Customer's computer systems and networks, and that by purchasing the Services, Customer will be providing McAfee with access to files that reside on Customer's computers and systems. Customer shall provide McAfee with sufficient, free and safe access to Customer's computer systems and networks to enable performance of the services. Customer represents and warrants that (i) it owns and controls, directly or indirectly, all of the premises, and computer systems ("Facilities") that will be accessed to provide the Services, or that all such Facilities are provided for Customer's use by a third party, (ii) it has authorized McAfee to access such Facilities to perform the Services, (iii) it has full power and authority to engage and direct McAfee to access such Facilities and to conduct the Services. Customer shall indemnify and hold harmless McAfee for any claims by any third parties with respect to performance of the Services in accordance with the Terms and the McAfee Security QuickStart Services Brochure. Customer is responsible for backing up data on Customer's systems and the security of its proprietary and confidential information. MCAFEE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer is responsible for having an existing or new functional/operational server preconfigured with an up-to-date operating system that meets the hardware requirements for installation of the Software.

3. Proprietary Rights. McAfee exclusively owns any and all intellectual property and other materials including without limitation object code, source code, documentation, information and ideas developed hereunder (collectively, the **"McAfee Material"**) All applicable patents, copyrights, trademarks, trade secrets and other rights and interests in the McAfee Material are and shall remain vested entirely in McAfee. Upon payment of the Service fees, Customer shall be granted a perpetual, non-transferable, non-exclusive license to use any McAfee Material for its internal business purposes.

4. Non-Disclosure. "Confidential Information" shall mean all information (i) that is designated as "confidential" or by similar words at the time of disclosure and if oral or visual is confirmed as confidential by the disclosing party in writing within fifteen (15) days of disclosure, or (ii) which the receiving party should reasonably have considered to be confidential under the circumstances surrounding disclosure. Each party agrees it will not disclose any such Confidential Information to any third party for a period of five (5) years following the date of disclosure. Each party will take reasonable precautions to prevent disclosure to any third party, at least as great as the precautions it takes to protect its own confidential information. Confidential Information shall not include any information that (i) was previously known to the receiving party, (ii) is received from a third party without similar restriction, (iii) is or becomes publicly available other than through unauthorized disclosure, (iv) is independently developed by the receiving party without the use of Confidential Information, (v) is in writing approved for release, or (vi) is required to be disclosed pursuant to any court order provided that the receiving party has informed the disclosing party of such request in a timely manner. Either party may disclose Confidential Information to auditors and McAfee to its group companies under an obligation of confidentiality no less stringent.

8. Warranty. McAfee warrants that the Services will be performed in a professional manner consistent with relevant industry standards. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MCAFEE MAKES NO WARRANTIES, EXPRESS OR IMPLIED. CUSTOMER DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND TITLE.

9. Limitation of Liability. MCAFEE'S LIABILITY FOR DAMAGES FROM ANY CLAIM OR CAUSE OF ACTION WHATSOEVER RELATING TO THIS SERVICES OR WORK PRODUCT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE APPLICABLE SERVICES. MCAFEE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF DATA, EVEN IF MCAFEE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neither the foregoing nor any other provision of these terms shall exclude or limit in any way the liability of McAfee for death or personal injury caused by McAfee's negligence, willful misconduct or intention.

10. Scheduling/Rescheduling. Customer shall be prepared to support McAfee in the performance of the Services in accordance with a mutually agreed to schedule. Should Customer fail to be present as required for the performance of the Services, Customer may either (i) reschedule the Services by purchasing an additional block of Services or (ii) elect to not continue with the Services, in which case the performance of the Services shall be cancelled without refund of the prepaid amount..

11. Acceptance of Services. Upon completion of the Services, Customer shall have two (2) business days to complete an online survey at a link provided by McAfee confirming performance of the Services in accordance with these Terms and to accept the Services. To accept the Services, Customer shall "click" the acceptance icon. If Customer does not complete the survey and accept the Services within the above timeframe, the Services shall be deemed accepted by Customer.

12. Assignment. Assignment of this Agreement is prohibited without the express written consent of the other party; except that McAfee may assign its interest in this Agreement in connection with a merger or other business combination in which McAfee is not the surviving entity.

13. Subcontractors. McAfee reserves the right and Customer hereby consents to McAfee's use of subcontractors to assist in the provision of the Services as McAfee deems appropriate, without notice to Customer.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to principles of conflicts of law) and any dispute shall be determined by the courts of New York.

15. Export. Customer agrees to comply with all applicable export and import laws and regulations in the use of any McAfee Material.

16. Complete Agreement. These Terms and the applicable McAfee Security QuickStart Services Brochure set out the entire understanding of the parties, superseding all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary. A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder. If any provision, or part thereof, in these Terms is held to be invalid or unenforceable, the remaining provisions of these terms shall remain in full force and effect.