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9. Binding Arbitration and Class Action Waiver

Agreement to Arbitrate Disputes: Any claim, dispute or controversy ("Claim") by either you or us against the other arising from, relating to or in any way concerning the Agreement, the Software, or any equipment, products, or services you receive from us (or from any advertising for any such products or services) shall, at the demand of either party, be resolved by confidential binding arbitration. This agreement to arbitrate also includes claims relating to the enforceability or interpretation of any of these arbitration provisions. However, we will not demand arbitration pursuant to this Agreement in connection with any individual claim that you properly file and pursue in a small-claims court of your state or municipality, so long as the claim is pending only in that court and the claim is on an individual (non-class, non-representative) basis.

This agreement to arbitrate includes all controversies and claims of any kind, regardless of the type of claim or legal theory or remedy (damages, injunctive relief, or declaratory relief). The disputes subject to this arbitration agreement include not only claims by you, but also made on your behalf or connected with you, such as an employee, representative, agent, predecessor, successor, heir, assignee, or trustee in bankruptcy. Disputes subject to this arbitration agreement include not only claims that relate directly to us, but also to our parent, affiliates, successors, assignees, employees, and agents. This agreement to arbitrate includes claims asserted as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class and non-representative) basis. YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT. IF EITHER YOU OR WE ELECT ARBITRATION, BY ACCEPTING THIS ARBITRATION AGREEMENT, YOU AGREE TO WAIVE THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR CONSOLIDATED ARBITRATION IN ANY MATTER ENCOMPASSED BY THIS ARBITRATION PROVISION.

Notice of Dispute: If either of us intends to seek arbitration, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating arbitration. Notice should be sent to McAfee, Inc., 5000 Headquarters Drive, Plano, TX 75024, Attention: Legal Department. The notice must include your name, address, and contact information, the facts giving rise to the dispute, and the relief requested. You and McAfee will attempt to resolve any dispute through informal negotiation within 60 days from the date of the Notice of Dispute is sent. After 60 days, you or McAfee may commence arbitration.

Administration of Arbitration: If you and McAfee do not resolve any dispute by informal negotiation or in small claims court, any claim, dispute, or controversy will be conducted exclusively by binding arbitration governed by the Federal Arbitration Act ("FAA"), and not state law. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved on an individual basis before a single, neutral arbitrator and the proceeding shall be confidential. The arbitrator will be either a lawyer admitted to practice law in his or her jurisdiction and with at least ten years' experience or a retired or former judge selected in accordance with the rules of the AAA. The arbitrator is bound by the terms of this Agreement, and the arbitration shall be governed by the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes of the AAA, as modified by this Agreement (the "Arbitration Rules"). For more information, see adr.org or call 1-800-778-7879.

Except with respect to any claims or counterclaims seeking less than \$25,000, the arbitrator shall issue a reasoned, written decision sufficient to explain the essential findings and conclusions on which the award is based. All arbitration proceedings shall be conducted in English, and the United States FAA shall apply to the Agreement and the binding arbitration. The award shall be confidential and only disclosed as is necessary to obtain judgment or as otherwise required by law.

Where authorized by applicable law, the arbitrator's award may include attorneys' fees and other expenses. The arbitration award shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other dispute.

Costs: The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, McAfee will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the arbitration rules. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or if you ask us and we determine there is a good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved: Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Conflicting Terms: In the event of a conflict between the Arbitration Rules and this arbitration agreement, this arbitration agreement shall govern.

If any portion of this arbitration agreement is deemed invalid or unenforceable, it shall not invalidate the other provisions of the arbitration agreement; provided, however, that (a) if the prohibition on classwide arbitration is deemed invalid, then this entire arbitration agreement shall be null and void; and (b) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the arbitration agreement shall be null and void as to such claims only. This arbitration agreement shall survive the termination or cancellation of this Agreement. In the event of a conflict between this arbitration agreement and any other applicable arbitration provision, this arbitration agreement shall control.

WAIVER OF JURY TRIAL: IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND MCAFEE AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND MCAFEE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THE AGREEMENT OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES). IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

10. Law Covering This Agreement – Except as provided in Section 20 below, this Agreement, the use of the Software, the relationship of the parties, and any disputes arising out of, concerning, or relating to the Agreement, including any disputes between you and us, will be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law principles, except that the FAA governs all provisions relating to arbitration. If for any reason, the laws of the State of New York are found not to apply, then, except as provided in Section 20 below, this Agreement, the use of the Software, the relationship of the parties, and any disputes arising out of, concerning, or relating to the Agreement, including any disputes between you and us, will be governed by and construed in accordance with the laws of the State of Texas, excluding its conflict of law principles, except that the FAA governs all provisions relating to arbitration. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to the Software.

11. Limited Warranties; Disclaimer of Other Warranties – For 30 days after the purchase date, for paid versions of the Software only, we warrant that the Software licensed under this Agreement (including updates provided during the warranty period but only until the warranty lapses) will perform substantially in accordance with the documentation provided by us in connection with that Software at the time of purchase, and that any tangible medium (such as a CD-ROM, but excluding devices manufactured by other companies) on which the Software is contained and provided to you will be free from defects in materials and workmanship. We do not warrant or guarantee that any particular mobile device or computer will be compatible with or function with the Software, nor do we warrant or accept any liability for the operation of your personal equipment that is used to access the Software. Your sole remedy, and our and our suppliers' entire liability, in case of any breach of this limited warranty is that we will, at our option, refund the price you paid for the license, replace the defective medium that contains the Software, or provide an alternative remedy as required by local consumer law in your jurisdiction. These remedies may not be available in some countries to the extent that we are subject to restrictions

under applicable export-control laws and regulations. If the tangible medium is defective, you must return it at your expense to the place where you bought it and provide a copy of your receipt. Any replacement medium will be warranted for the remainder of the original warranty period. THE ABOVE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES. THEY REPLACE ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, PERFORMANCE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY IN THIS SECTION, THE SOFTWARE IS PROVIDED AS IS. YOU ARE RESPONSIBLE FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, FOR INSTALLING AND USING THE SOFTWARE, AND FOR THE RESULTS OBTAINED. WE DO NOT WARRANT OR GUARANTEE THE SOFTWARE'S USE OR PERFORMANCE. WE DO NOT WARRANT OR GUARANTEE THAT THE SOFTWARE'S OPERATION WILL BE FAILSAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS, OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS (INCLUDING INTENTIONAL MISCONDUCT BY THIRD PARTIES), THAT THERE WILL BE NO MALFUNCTIONS OR OTHER ERRORS IN THE SOFTWARE CAUSED BY VIRUS, INFECTION, WORM OR SIMILAR MALICIOUS CODE NOT INTRODUCED OR DEVELOPED BY US, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. WE ARE NOT LIABLE FOR ANY DOWNTIME OR SERVICE INTERRUPTION, FOR ANY LOST OR STOLEN DATA OR SYSTEMS, OR FOR ANY OTHER DAMAGES ARISING OUT OF OR RELATING TO ANY ACTIONS OR INTRUSIONS.

The Software is not fault-tolerant and is not designed or intended for high-risk activities such as use in hazardous environments requiring failsafe performance, including nuclear-facilities operations, air traffic communication systems, 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. We expressly disclaim any express or implied warranty of fitness for high-risk activities.

12. Limitation of Liability – NO LIABILITY FOR NONDIRECT DAMAGES. UNDER NO CIRCUMSTANCES ARE WE OR OUR SUPPLIERS, LICENSORS OR OTHER THIRD-PARTY SERVICE PROVIDERS LIABLE TO YOU FOR ANY: (A) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (B) THEFT OF PERSONALLY IDENTIFIABLE INFORMATION OR COST OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES, AND (C) DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF PERSONNEL SALARIES, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA, OR NEGLIGENCE OF ANY KIND, OR FOR ANY OTHER NONDIRECT DAMAGE OR LOSS. IN NO EVENT WILL OUR, OUR AFFILIATES' OR OUR SUPPLIERS', LICENSORS' OR OTHER THIRD-PARTY SERVICE PROVIDERS' AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES UNDER THIS AGREEMENT EXCEED THE PRICE YOU PAID FOR THE APPLICABLE SOFTWARE, OR US\$ 100 (OR THE EQUIVALENT AMOUNT IN NATIONAL CURRENCY) IF YOU USED FREE SOFTWARE. You agree to the limitations of liability in this Section 12 and acknowledge that without your agreement to this term, the fee charged for the Software would be higher. Nothing in this Agreement limits any rights you may have under existing consumer-protection statutes or other applicable laws that may not be waived by contract in your jurisdiction.

13. Government End Users and Export Control – The Software is commercial computer software under DFARS Section 217.7202, the Defense Federal Acquisition Regulations Supplement (codified under Chapter 2 in Title 48, Code of Federal Regulations). The accompanying documentation (if any) is commercial-computer-software documentation under FAR Section 12.212, the Federal Acquisition Regulations (codified in Title 48 of the United States Code of Federal Regulations). Any use, modification, reproduction, release, performance, display, or disclosure of the Software and accompanying documentation by the United States Government is governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

Your use of the Software and its related documentation, including technical data, may not be exported or re-exported in violation of the U.S. Export Administration Act, its implementing laws and regulations, the laws and regulations of other U.S. agencies, or the export and import laws of the jurisdiction in which you obtained the Software. Export to a particular individual, entity, or country may be prohibited by law. Information about import restrictions can be found at the following websites: <http://www.treas.gov/ofac> and http://export.gov/ecr/eg_main_022148.asp.

14. Third Party Programs – Some third-party materials included with the Software may be subject to other terms and conditions, which are typically found in a “Read Me” or an “About” file accompanying the Software. Those third-party materials may include software source code licensed by third parties under one or more open-source or free-software licenses, including the GNU General Public License (GPL), which are considered “Open Source Software.” The Open Source Software is licensed under terms and conditions different from this Agreement and may, in some cases, conflict with the terms of this Agreement and will apply instead of the terms of this Agreement. If an Open Source Software license requires us to distribute any source code related to the Software or any modifications to the Software, we will make the source code available on request.

15. No Waiver – We do not waive any provision of this Agreement unless we waive it in a signed writing.

16. Severability – If any part of this Agreement is for any reason held to be unenforceable, that part is, to that extent, deemed omitted, and the rest of it remains fully enforceable; PROVIDED HOWEVER, THAT THE ARBITRATION AGREEMENT SHALL NOT APPLY TO ANY CLAIMS AS TO WHICH THE LIMITATIONS ON CLASS ACTIONS OR CONSOLIDATED ARBITRATION ARE NOT PERMITTED BY APPLICABLE LAW.

17. Complete Agreement – This Agreement, including McAfee’s Privacy Policy which is incorporated in this Agreement, constitutes the entire agreement between you and us and governs your use of the Software. This Agreement completely replaces any prior agreements between you and us in relation to the Software, and any other communications, representations, or advertising relating to the Software. This Agreement operates to the fullest extent permissible by law.

18. Licensing Entities – The Software is licensed to you by one of these McAfee legal entities:

* McAfee, Inc., a Delaware corporation, with offices located at 2821 Mission College Blvd., Santa Clara, California 95054, USA, if the Software is downloaded in the United States, Mexico, Central America, South America, or the Caribbean;

* McAfee Security S.A.R.L. with offices located at 26, Boulevard Royal, 2449 Luxembourg, Luxembourg, if the Software is downloaded in Canada, Europe, the Middle East, Africa, Asia, or the Pacific Rim; or

* McAfee Co., Ltd. with offices located at Shibuya Mark City West Building 12-1, Dougenzaka 1-Chrome, Shibuya-ku, Tokyo 150-0043, Japan, if the Software is downloaded in Japan.

19. How do I contact Intel Security/McAfee?

* Customer Service & Technical Support: <http://service.mcafee.com>

* Privacy: privacy@mcafee.com

20. Local Law – The subsections below contain information regarding the local laws of certain jurisdictions that will apply to this Agreement and may supersede certain provisions as referenced herein.

Australia – For consumers in Australia:

The benefits to you under the limited warranties in Section 11 of this Agreement are in addition to other rights and remedies of you may have under a law in relation to the goods or services to which the warranty relates. Our goods come with guarantees that cannot be excluded under Schedule 2 of the Competition and Consumer Act 2010 (Cth) (“Australian Consumer Law”). You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. This warranty is made by McAfee Security S.A.R.L., with offices located at 26, Boulevard Royal, 2440 Luxembourg, Luxembourg, but you may call 1800 998 887 with questions regarding our warranty for Australian customers. Any claims made under this warranty must be sent, at your expense, to the following address:

Legal Department
McAfee Australia Pty Ltd
Level 20
201 Miller Street
North Sydney NSW 2060

For customers located in Australia, if a tangible medium on which software was delivered is

defective, you must return the defective medium to McAfee at your expense, with a copy of your receipt, within 14 days of discovering the defect. McAfee will notify you of receipt within 14 days of receiving it.

THE DISCLAIMERS IN SECTIONS 11 DO NOT APPLY TO YOU TO THE EXTENT THAT AUSTRALIAN LAW DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF ANY APPLICABLE STATUTORY GUARANTEES, EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS. IN THAT CASE, THE EXPRESS OR IMPLIED WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE LIMITATIONS ON LIABILITY SET FORTH IN SECTION 12(C) DO NOT APPLY TO CONSUMERS IN AUSTRALIA.

NOTHING IN THIS AGREEMENT LIMITS ANY RIGHTS YOU MAY HAVE UNDER EXISTING CONSUMER-PROTECTION STATUTES OR OTHER APPLICABLE LAWS, INCLUDING AUSTRALIAN CONSUMER LAW, THAT MAY NOT BE WAIVED BY CONTRACT IN YOUR JURISDICTION.

Canada – If you downloaded the Software in Canada, unless expressly prohibited by local law, then this Agreement, the use of the Software, the relationship of the parties, and any disputes arising out of, concerning, or relating to the Agreement, including any disputes between you and us, will be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.

European Union, Iceland, Norway, or Switzerland – If you acquired the Software in the European Union, Iceland, Norway, or Switzerland, then national law of the country where you downloaded the Software applies.

Japan - If you downloaded the Software in Japan, then this Agreement, the use of the Software, the relationship of the parties, and any disputes arising out of, concerning, or relating to the Agreement, including any disputes between you and us, will be governed by and construed in accordance with Japanese law without regard to its choice-of-law rules.

Netherlands - For customers in the Netherlands, any automatic renewal of your original subscription will be for an indefinite term, billed in accordance with the terms of your subscription. You may terminate your renewed subscription any time after renewal by contacting Customer Service and providing at least 30 days' notice of your intent to terminate and we will provide a prorated refund in accordance with local law. If you do not want your subscription to renew automatically you must turn off auto-renewal in your account settings 30 days before the expiration of your initial subscription.

Intel Security License Agreement

___END OF MCAFFEE, INC., MCAFFEE SECURITY S.A.R.L. AND MCAFFEE CO. LTD. END USER

LICENSE AGREEMENT_

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