

## SOFTWARE ROYALTY-FREE LICENSE

This Software Royalty-Free License (the “**Agreement**”) is a legal agreement between You and the Company (as defined below) (“We,” “Us,” or “Our”). By installing the Software, You are agreeing to be bound by the terms of this Agreement. If You do not agree to all the terms of this license, then do not install, or download the Software. Collectively, We and You shall be referred to as the “Parties” and individually as a “Party.” For avoidance of doubt, this is not a sale or purchase agreement between the Parties.

By entering into this Agreement on behalf of Your organization, You represent that You have the authority to bind such entity to this Agreement, in which case the terms “You” and “Your” shall refer to such entity.

### 1. Definitions

**Company** means:

- (i) **Musarubra US LLC**, with offices located at 6000 Headquarters Drive, Suite 600, Plano, Texas 75024, USA, (1) if the Software is purchased in the United States, Canada, Mexico, Central America, South America, or the Caribbean, or (2) solely as the licensor of the Software if the Software is purchased in Japan or in Asia Pacific (but excluding Australia and China (in RMB));
- (ii) **Musarubra Australia Pty Ltd.**, with offices at 40 Mount Street, Level 16, North Sydney, NSW 2060, Australia, if the Software is purchased in Australia.
- (iii) **Musarubra 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;
- (iv) **Musarubra Japan KK**, with its registered office located at Shibuya Mark City West, 1-12- 1 Dogenzaka, Shibuya-ku, Tokyo 150-0043, Japan, with respect to the distribution of the Software, and the provision of all Cloud Services and Support, purchased in Japan;
- (v) **Musarubra Singapore Pte Ltd.**, with a trading address located 238A Thomson Road, #12-01/05 Novena Square, Tower A, Singapore, 307684, with respect to the distribution of Software, and provision of all Cloud Services and Support purchased in Asia Pacific (but excluding China (in RMB) or Australia);
- (vi) **McAfee (Beijing) Security Software Co. Ltd.**, with a trading address located at Room 608, Unit 610, 6/F Zhongyu Masion, No.6 North Workers’ Stadium Road, Chaoyang District, Beijing, China, if the Software is purchased in China (in RMB);  
or
- (vii) **Trellix Public Sector LLC**, with offices located at 11911 Freedom Drive, Suite 400, Reston, VA. 20190, USA, if the Software is purchased by the U.S. Government, or state or local governments, healthcare organization or educational institutions within the United States.

**Computer** means a device that accepts information in digital or similar form and manipulates it for a specific result based upon a sequence of instructions.

**Documentation** means any explanatory materials, such as user manuals, training materials, product descriptions, regarding the implementation and use of the Software that Company makes available to You. Documentation is provided in printed, electronic, or online form.

**Software** means (a) all computer code (whether in binary or source format), programs, and related documentation in any tangible or intangible medium, and all related documentation, that are owned by Us and with which this Agreement is provided or referenced, whether such materials are provided directly by Us or by Our distributors, resellers, OEM/MSP partners, or other business partners, and (b) all upgrades, modifications, subsequent versions, and updates of the Software. For avoidance of doubt, updates include any DAT file (virus signature) updates provided by Us.

## 2. License Grant

Subject to the License Restrictions below, We hereby grant to You a royalty-free, non-exclusive, non-transferable right under its copyrights to download, install, run, operate, and display the Software on computers and computer systems within Your internal environment.

## 3. License Restrictions

- (a) **No Implied Subscription License.** The Software provided hereunder is designed to operate as an independent, stand-alone process, but may interact with other Company software products that are licensed to You under a subscription model. The license grant in this Agreement does not extend, expand, supersede, or otherwise grant You rights which are not specifically granted to You in Your subscription licenses for other Company software products.
- (b) **Third-Party Materials:** The Software may include third-party materials (e.g., computer code, documentation, etc.) that are subject to an open-source licensing model. Your rights to these third-party materials may be subject terms and conditions that grant You additional or different rights and restrictions than Your rights and restrictions to the Software.
- (c) **No Reverse Engineering or other Modifications:** You may not reverse engineer, decompile, or disassemble or attempt to discover the source code of the Software provided in binary form, except to the extent the foregoing restriction is expressly prohibited by applicable law or as expressly permitted in the Software documentation. You may not modify or create derivative works of the Software in whole or in part, except as expressly permitted in the Software documentation. You may not remove or alter any proprietary notices or labels on the Software.
- (d) **No Transfer or Assignment:** Except as specifically permitted within this Agreement, You may not sell, lease, license, rent, loan, resell, assign, or otherwise transfer, with or without consideration, Your rights to the Software.

## 4. Ownership

The Software is protected by United States' and other copyright laws, international treaty provisions and other applicable laws in the country in which it is being used. We and Our 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, or affect such title, and You will not acquire any ownership of or rights to the Software except as expressly set forth in this Agreement. Any copy of the Software and Documentation authorized to be made hereunder must contain the same proprietary notices that appear on and in the Software and Documentation. All rights not expressly set forth hereunder are reserved by Us.

**Third-Party IT System Management.** If You employ or contract a third-party to manage or operate Your computer or information technology resources (a "**Managing Party**"), You may authorize the Managing Party to exercise Your license rights under this Agreement as Your agent,

provided that the Managing Party does not violate any of the License Restrictions and that You will be liable for all damages and legal remedies available to Us in the event of a breach of this License by Your Managing Party.

## 5. Warranty and Disclaimer

THE SOFTWARE IS PROVIDED “AS IS” WITH NO WARRANTY WHATSOEVER, EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. 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, We make no warranty that the Software will be error-free or free from interruptions or other failures or that the Software will meet Your requirements.

## 6. Confidentiality

If the Parties have previously entered into a mutual confidentiality agreement, it remains in effect, except with respect to specific information and disclosures made in connection with this Agreement.

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 (“**Disclosing Party**”) 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
- (b) the Receiving Party (“**Receiving Party**”) should reasonably have considered to be confidential under the circumstances surrounding disclosure;

**Exclusions.** Confidential Information does not include any information that:

- (a) was previously known to the Receiving Party,
- (b) is received from a third-party without similar restriction,
- (c) is or becomes publicly available other than through unauthorized disclosure, or
- (d) is independently developed by the Receiving Party without the use of the other Party’s Confidential Information.

As between the Parties, the Disclosing Party owns the Confidential Information it discloses to the Receiving Party. The Receiving Party may use, reproduce, and disclose the Disclosing Party’s Confidential Information only:

- (a) as necessary or appropriate for the Receiving Party to perform its obligations or exercise its rights under this Agreement; provided, that, the Receiving Party may only disclose the Disclosing Party’s Confidential Information to other persons and entities that have a need to know such Confidential Information and have agreed to maintain the confidentiality of such Confidential Information in accordance with terms and conditions at least as restrictive as those set forth herein; and
- (b) to the extent required by law, provided that the Receiving Party promptly notifies the Disclosing Party of any such disclosure required by law and provides reasonable cooperation and assistance to the Disclosing Party in all efforts of the Disclosing Party to limit or avoid the disclosure.

In addition, We may use, reproduce, and disclose product and support related information, data, and material that is anonymized, deidentified, or otherwise rendered not reasonably associated or linked to an identifiable individual person or entity for product improvement and other purposes consistent with Our [Privacy Notice](#).

The Receiving Party will use the same efforts to protect the Disclosing Party's Confidential Information from misuse or wrongful disclosure by the Receiving Party (or any person or entity to which the Receiving Party discloses the Confidential Information) as it uses to protect its own Confidential Information, data, and material of a similar nature. Neither Party will disclose any Confidential Information of the other Party to any third-party for a period of five (5) years following the date of disclosure, except as otherwise expressly permitted under this Section 6 (Confidential Information).

## **7. NO LIABILITY**

IN NO EVENT WILL WE BE LIABLE TO YOU FOR (A) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND; OR (B) ANY LOSS OF DATA OR BUSINESS, DIMINUTION IN VALUE, LOSS OF PROFITS OR REVENUE, OR BUSINESS INTERRUPTION, REGARDLESS OF LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), WHETHER OR NOT FORESEEABLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8. INDEMNIFICATION**

You agree to indemnify and hold Us and Our subsidiaries, affiliates, officers, agents, and employees harmless from any claim or demand, including attorney's fees, made by any third-party due to or arising out of Your use of the Software in breach of this Agreement, or in violation of the rights of a third-party.

## **9. Notice to United States Government End Users**

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.

## **10. Export Controls**

You acknowledge that the Software is subject to the export control laws and regulations of the United States of America ("U.S."), and any amendments thereof. You shall not export or re-export the Software, directly or indirectly, to (i) any countries that are subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria); (ii) any end user known, or having reason to be known, will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government. You further acknowledge that Software may include technical data subject to export and re-export restrictions imposed by U.S. law.

## **11. 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**”). We expressly disclaim any express or implied warranty of fitness for High-Risk Activities.

## **12. Governing Law**

This Agreement will be governed by and construed in accordance with the substantive laws of the State of California.

## **13. Notice**

Notices and consents required or permitted to be given under this Agreement must be in writing, including via **electronic** mail (“**email**”). Notices will be considered delivered upon the earliest of (a) when received, (b) the next business day after being sent to a domestic address by pre-paid, nationally recognized, overnight air courier with tracking capabilities, and (c) five (5) business days after being sent by registered or certified airmail, domestically or internationally, return receipt required, postage prepaid. Notices sent via email will be deemed delivered when the email enters the recipient’s information system, unless the sender’s information system receives a message within one business day that the email has not been delivered to the recipient. Notwithstanding the foregoing, should the territory in which the recipient resides legally require hand delivered notification, email notification shall not be an acceptable form of notice

## **14. Miscellaneous**

This Agreement, including all documents incorporated by reference, represents the entire agreement between the Parties, and expressly supersedes and cancels any other communication, representation, or advertising whether oral or written, on the subjects herein. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of Us. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by Us. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

*-End-*