



Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement"), with an effective date of January 09, 2012, is made between McAfee, Inc., with its principal place of business at 2821 Mission College Blvd, Santa Clara, CA 95054, USA ("McAfee") and Collin County, with its principal place of business at 2300 Bloomdale, McKinney Texas ("Company"). The parties hereby agree as follows:

1. **Definitions.** "Confidential Information" means information disclosed by the discloser or its affiliates to the receiver in relation to the Purpose (defined below), which is identified as confidential, or which can reasonably be considered confidential due to its nature, or the circumstances surrounding disclosure. Confidential Information does not include information which (a) is in the public domain; (b) was or lawfully becomes known to the receiver; or (c) was independently developed by the receiver.
2. **Purpose.** The Confidential Information shall be used by the Receiving Party solely for evaluating, undertaking, and/or furthering business transactions or technical discussions between McAfee and Company (the "Purpose"). As used in this Agreement, the term "Confidential Information" does not refer to a national security designation.
3. **Confidentiality.** The parties agree to only use the Confidential Information solely for the Purpose, and to only disclose the Confidential Information to their affiliates, employees, directors, agents or third party contractors who have a need to know the Confidential Information and are under a substantially similar obligation to keep information confidential. The receiver shall exercise a reasonable degree of care to protect the Confidential Information from unauthorized disclosure.
4. **Mandatory disclosure.** The receiver may disclose Confidential Information to the extent required by law.
5. **No Warranty.** The parties acknowledge that the discloser retains all rights to the Confidential Information and no license is implied by the conveying of Confidential Information hereunder. The Confidential Information is disclosed "as is" and no representation, warranty, or any other obligation with respect to the accuracy or performance of the Confidential Information shall be provided by the discloser or its affiliates.
6. **No Waiver.** The parties agree that a failure to enforce any of provisions of this agreement will not constitute a waiver.
7. **Return or Destruction of Confidential Information.** Upon demand by the discloser, the Confidential Information and any copies thereof will be promptly destroyed or returned to the discloser. If destroyed, the receiver shall certify in writing to the discloser that all such information, including all copies, has been destroyed.
8. **Term.** The obligations of confidentiality will continue for a period of ten (10) years from the date of disclosure of Confidential Information.
9. **Export.** The parties acknowledge that Confidential Information may be subject to the export control laws and regulations of the United States of America and other countries.
10. **Governing Law.** This Agreement will be construed in accordance with the laws of New York, USA and subject to the jurisdiction of the state district courts of New York, USA.
11. **Remedies.** Each party acknowledges that the disclosure of Confidential Information in a manner not authorized by this Agreement may cause irreparable damage that could not be fully remedied by monetary damages. Each party agrees that the other party may specifically enforce this Agreement and may seek such injunctive or other equitable relief as may be necessary or appropriate to prevent such unauthorized disclosure without the necessity of proving actual damages. Each party agrees to waive any requirement for the other party to post a bond in order to obtain injunctive or other equitable relief. Any such relief will be in addition to and not in lieu of monetary damages.
12. **Entire Agreement.** This agreement constitutes the complete and exclusive statement of the terms and conditions between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements regarding this subject matter.

McAfee, Inc.

Company: Collin County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____