



Product Evaluation Agreement

This Product Evaluation Agreement ("Agreement") is entered into as of Jan 15, 2012 (the "Effective Date") between McAfee, Inc. ("McAfee"), with offices at 2821 Mission College Blvd., Santa Clara, California 95054 and Collin County ("Evaluator"), with offices at McKinney, Texas.

- 1.0 EVALUATION PRODUCTS. The products to be evaluated by Evaluator (the "Products") are set forth in Exhibit A.
- 2.0 GRANT OF LICENSE AND USE OF PRODUCTS. Subject to the terms and conditions of this Agreement, McAfee grants to Evaluator a limited, thirty (30) day, non-exclusive, evaluation license solely for the purpose of determining whether to purchase the Products or a commercial use license for the Products, as applicable. Evaluator shall use the Products solely in an evaluation environment, and Evaluator is strictly prohibited from using the Products in any production environment. Evaluator shall bear the risk of loss or damage to the Products from the point of delivery to Evaluator.
- 3.0 TITLE; RESTRICTIONS. McAfee retains all right, title, and interest in and to the Products, whether software or hardware, and all copies, improvements, enhancements, modifications, and derivative works of the Products, including, without limitation, all patent, copyright, trade secret, trademarks and other intellectual property rights. Except as set forth herein, McAfee grants no express or implied rights under this license to any of McAfee's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Evaluator shall not, and shall not authorize others to (a) sell, distribute, sublicense, rent, or lease the Products; (b) copy, make modifications to, translate, disassemble, decompile, reverse engineer, otherwise decode or alter, or create derivative works based on the Products, except as expressly permitted by applicable law; (c) use the Products in the operation of a service bureau; (d) publish any benchmark results pertaining to the Products; or (e) remove or alter any proprietary notices on the Products. McAfee is not obligated to provide any maintenance or support for the Products.
- 4.0 TERMINATION AND RETURN OF PRODUCTS. This Agreement and Evaluator's license to use the Products will automatically terminate thirty (30) days after the delivery of the Products to Evaluator. Upon such termination, (a) with respect to software Products, Evaluator shall immediately discontinue use of, uninstall, and destroy any software Products, and (b) with respect to hardware Products, Evaluator shall return the hardware Products to McAfee at Evaluator's expense, and Evaluator shall bear the risk of loss or damage to the hardware Products until received by McAfee. In the event Evaluator fails to uninstall, destroy, or return the Products, as applicable, McAfee shall invoice Evaluator for the then current McAfee list price for such Products, and Evaluator agrees to pay such invoice upon receipt. Upon such payment, McAfee's then current End User License Agreement will apply to the Products.
- 5.0 NO WARRANTY. THE PRODUCTS MAY (A) HAVE LIMITED FEATURES; (B) FUNCTION FOR A LIMITED PERIOD OF TIME; OR (C) HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE PRODUCTS. THE PRODUCTS ARE PROVIDED "AS IS". MCAFEE DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT.
- 6.0 LIMITATION OF LIABILITY. IN NO EVENT SHALL MCAFEE BE LIABLE TO EVALUATOR FOR (A) ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR (B) LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR SIMILAR DAMAGES OR LOSS, EVEN IF MCAFEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY APPLICABLE LAW, AND REGARDLESS OF THE BASIS FOR EVALUATOR'S CLAIM, MCAFEE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO FIFTY US DOLLARS (US\$50). THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 7.0 CONFIDENTIAL INFORMATION. For purposes of this Agreement, "Confidential Information" shall include trade secrets contained within the Products, and other information (a) identified by either party as confidential at the time of disclosure or (b) that a reasonable person would consider confidential due to its nature and circumstances of disclosure ("Confidential Information"). Confidential Information will not include information that (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to receiving it from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party without breaching this Agreement. Each party agrees to maintain all Confidential Information in confidence and not disclose any Confidential Information to a third party or use the Confidential Information except as permitted under this Agreement. Each party shall take all reasonable precautions necessary to ensure that the Confidential Information is not disclosed by such party or its employees, agents or authorized users to any third party. Each party agrees to immediately notify the other party of any unauthorized access to or disclosure of the Confidential Information. The receiving party agrees that any breach of this Section 7.0 may cause irreparable harm to the disclosing party, and such disclosing party shall be entitled to seek equitable relief in addition to all other remedies provided by this Agreement or available at law.
- 8.0 GENERAL. This Agreement will be governed in accordance with the substantive laws of the state of New York without giving effect to its conflict of laws provisions. Evaluator acknowledges that the Products may be subject to, and Evaluator agrees to comply with, applicable U. S. export laws and regulations. This Agreement contains the complete agreement between the parties relating to the Products and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication, whether oral or written. This Agreement may be executed in multiple counterparts (including facsimile copies), all of which taken together will be deemed a single original agreement. Each signatory to this Agreement represents to the other party that such signatory is duly authorized to sign this Agreement on behalf of its respective party and to bind such party to the terms of this Agreement. This Agreement may not be assigned by Evaluator. Sections 3, 4, 5, 6, 7, and 8 will survive termination of this Agreement.

McAfee, Inc.
 By:
 Name: George Machin
 Title: Territory Account Manager
 Date: January 16, 2012

Collin County [Evaluator]
 By:
 Name: _____
 Title: _____
 Date: _____

Exhibit A Products

SKU	Description	Quantity	Unit Price	Extended
IIP-M29K-ISAI	Netork IPS	1	23,400	23,400.00 MSRP
IYVM29KADMAI	Support	1	8,999.00	8,999.00 MSRP
ITV-2KTG-NA-100I	GBIC - Copper	6	545.00	3270.00 MSRP

Requested Delivery Date:	March 1, 2012
Delivery Address:	2300 Bloomdale Road, Suite 3198
Customer Contact (Name and Title):	Jeff Springfield
Telephone:	972-548-4533
Fax:	972-548-4494
Email:	jspringfield@co.collin.tx.us