

This is the McAfee Agreement

Network Associates, Inc. U.S. Corporate End User License Agreement

Agreement Number: MIT2002-01md

Networks Associates Inc., a Delaware corporation doing business as Network Associates, Inc., 3965 Freedom Circle, Santa Clara, California 95054 ("NAI"), is entering into this U.S. End User License Agreement ("Agreement") with the following entity ("Customer").

Customer Name:	Massachusetts Institute of Technology
Address:	77 Massachusetts Avenue, N42-250B Cambridge, MA 02139
Telephone:	Attention: Jerry Isaacson
Fax:	617-253-1440

1. DEFINITIONS

- A. "Documentation" means any materials provided by NAI to Customer that are provided to instruct end-users on how to use the Product.
- B. "Hardware" means the hardware listed in an amendment to this Agreement, or on a Customer PO.
- C. "Licensing Unit" means the unit of measure by which the Software is licensed to Customer..
- D. "Perpetual Term" means that the Software may be used indefinitely as long as Customer has paid for the Software and does not violate NAI's copyrights, patents, trade secret rights, trademarks and other intellectual property rights in the Software. Software licensed on a Perpetual Term does not include PrimeSupport.
- E. "PrimeSupport" means NAI's support and maintenance program. PrimeSupport is offered at the following four levels: (1) PrimeSupport Knowledge Center, (2) PrimeSupport Connect, (3) PrimeSupport Priority, and (4) PrimeSupport Enterprise. These levels are further defined in the attached PrimeSupport Amendment and PrimeSupport Program Amendment, if applicable.
- F. "Product" means Software, Hardware, and/or PrimeSupport, as applicable.
- G. "Software" means NAI's proprietary software, Documentation, and all updates and upgrades provided to Customer through PrimeSupport, if purchased.
- H. "Subscription Term" means a term that is limited by the number of years specified in the Product Order Form. If a term is not specified on the Product Order Form, then the term shall be 2 years. Software licensed on a Subscription Term may include PrimeSupport at the level specified in the Product Order Form.
- I. "Territory" means the country in which Customer may use the Products. The Territory is the United States of America unless otherwise specified in an International Amendment.

2. MASTER AGREEMENT

This is a master agreement under which Customer may purchase software licenses or hardware from NAI. Additional purchases may be placed with NAI pursuant to an NAI Product Order Form and a Customer purchase order ("Customer PO"). Customer POs are accepted by NAI as a convenience to Customer. No additional, inconsistent, or modifying terms on a Customer PO shall apply to this Agreement, unless it is signed by both parties. In the absence of a signature by both parties, the following designated terms and conditions on a Customer PO shall be accepted by NAI when NAI books the order internally: the Product name, term (Perpetual or Subscription), quantity of Licensing Units, price, delivery address, and payment terms ("Designated Terms"). NAI will notify Customer if NAI rejects the Order. All POs must have this Agreement Number printed on the face of the PO.

3. SOFTWARE LICENSE RIGHTS AND RESTRICTIONS

- A. Subject to the terms and conditions of this Agreement, NAI grants to Customer and its faculty, staff, students ("Authorized Users") a non-exclusive, non-transferable right and license in the Territory to use the Software for Customer's internal business purposes. Customer shall notify all Authorized Users of their obligations pursuant to this Agreement, and shall notify NAI of any suspected unauthorized use of the Products and take reasonable steps to prevent further unauthorized use by Customer, Authorized Users or other third parties. Customer may not use, transfer, or ship the Products outside the Territory, provided that this restriction shall not be interpreted to prohibit use of the Software outside of the Territory on any laptop computer upon which a licensed version of the Software has been installed.
- B. Customer may use the number of Licensing Units of the Software as specified in the Product Order Form to this Agreement or as stated on a Customer PO. A Licensing Unit must be specified for each Product ordered at time of order. Except for the Magic Helpdesk seats, concurrent usage of the Software is not permitted.
- C. Customer may reproduce a reasonable number of copies of the Software at no additional charge for disaster recovery purposes. Customer must reproduce all confidentiality and proprietary notices on the Software and maintain an accurate record of the location of each copy of the Software.
- D. Customer may not reverse engineer or decompile or disable digital rights protection in the Software. Customer may not modify, or create derivative works based upon the Product in whole or in part. NAI owns and retains all right, title and interest in and to the Product, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Customer may not use or distribute the NAI license grant number(s) for access to PrimeSupport beyond the terms defined in this license or access PrimeSupport by any mechanism not defined in this Agreement.
- E. Customer shall not sell, lease, license, rent, loan or otherwise transfer the Product to any third party other than Authorized Users as defined above. Customer may not use the Software for the provision of managed services to a third party. "Managed services" are services that would use the Product for the internal business purposes of a third party.

4. TERMS OF PAYMENT

All Products are shipped FOB origin. Customer agrees to pay the cost of insurance, freight, and import duties (if shipped internationally by NAI). Customer agrees to be responsible for and to pay any sales, personal property, use, VAT, excise, withholding or any other taxes that may be imposed, based on the license, use or possession of any Product licensed hereunder, excluding taxes based upon net income payable by NAI and taxes from which Customer is exempt as an educational institution. All amounts shall be due within 30 days of receipt of an undisputed invoice.

5. WARRANTY / INDEMNIFICATION / LIMITATION OF LIABILITY

- A. NAI warrants, for sixty (60) days from the date of shipment, (i) the media (for example diskettes) on which the Software is contained will be free from defects in materials and workmanship, and (ii) any Software licensed hereunder shall operate substantially in accordance with the specifications that accompany the Software. AS CUSTOMER'S SOLE REMEDY FOR THE WARRANTY IN THE PROCEEDING SENTENCE; NAI SHALL UPON REQUEST REPLACE SUCH MEDIA DURING SUCH PERIOD.
- B. NAI shall indemnify, defend, and hold Customer harmless from all third party claims and lawsuits which are caused by NAI's infringement of a United States patent, United States copyright or trade secret. NAI's indemnification obligation is subject to: (i) Customer providing NAI with prompt written notice of any claim or lawsuit, (ii) NAI having sole control of the defense and all negotiations for settlement or compromise thereof and (iii) Customer reasonably cooperating in the defense of such claim or lawsuit. NAI agrees to pay all settlements entered into by NAI, judgements finally awarded against Customer, and all attorneys' fees and expenses for counsel hired by NAI. Customer may elect to participate in any such action with counsel of its own choice and at its own expense. In the event Customer is precluded by a court of competent jurisdiction from using a Product as a result of NAI's infringement of any such patent, copyright, or trade secret, NAI may, in its reasonable discretion, (i) obtain the right to use the Product for the Customer, or (ii) replace or modify the Product so that it no longer infringes. If neither (i) or (ii) above is commercially feasible, then in NAI's reasonable discretion, NAI may terminate the license for the affected Product and issue Customer a pro-rata refund of the fees paid by Customer for the infringing Product. This section states NAI's entire liability with regard to infringement claims.
- C. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action accrues.
- D. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, BY NAI OR ANY THIRD PARTY INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OR LOSS OF OPPORTUNITY (WHETHER DIRECT OR INDIRECT LOSS OR DAMAGE) ARISING UNDER THIS AGREEMENT. NAI SHALL HAVE NO LIABILITY OR OBLIGATION FOR ANY DAMAGES THAT ARISE FROM THE USE OF A PRODUCT AS PART OF OR IN COMBINATION WITH ANY DEVICES, PARTS OR THIRD PARTY PRODUCTS THAT ARE NOT PROVIDED BY NAI AND ARE INCONSISTENT WITH THE DESIGNED PURPOSE OF THE NAI PRODUCT.
- E. Customer agrees that, except as provided in Paragraph B above, NAI's liability under this Agreement shall be limited only to Customer's direct damages in an amount that shall not exceed the fees paid to NAI under this Agreement.

6. EXPORT LAW COMPLIANCE

Customer is advised that the Products are subject to the U.S. Export Administration Regulations, and diversion contrary to U.S. laws and regulations is prohibited. Customer agrees not to directly or indirectly export, import or transmit the Products to any country or end user, or for any end use, that is prohibited by any applicable U.S. law or regulation (including those countries from time to time subject to embargo by the U.S. Government). Additionally, Customer agrees not to directly or indirectly export, import, transmit or use the Products contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission or use. Customer represents that neither the United States Bureau of Export Administration nor any other governmental agency has suspended, revoked or denied Customer's export privileges. Other than for software virus defense as specified in the Product specifications, Customer agrees not to use or transfer the Products for any end use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the U.S. Government by regulation or specific written license.

7. CONFIDENTIAL INFORMATION

- A. Both parties agree to use reasonable efforts to maintain the confidentiality of the other party's Confidential Information, and not to disclose it to a third party, without the prior written consent of the other party. "Confidential Information" shall mean all documents, disclosures and written or oral statements disclosed by the disclosing party that are marked "confidential" Notwithstanding the foregoing, the terms and conditions of this Agreement shall be considered Confidential Information and shall be maintained as confidential in accordance with Section 7(D) below.
- B. The obligations of section 7(A) shall not apply to any information if:
- (i) it was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
 - (ii) it entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
 - (iii) it was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
 - (iv) it was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.
- C. Customer shall provide reasonable assistance to NAI in the prosecution of any third parties who violate NAI's intellectual property rights under this Agreement or as provided by law with respect to any Product licensed to Customer. NAI shall bear any associated cost and expense provided that such violation is not the result of a breach by Customer of its obligations hereunder.
- D. The parties agree, that during the term of this Agreement and for a period of three (3) years following its termination, they shall use all reasonable efforts to maintain the confidentiality of this Agreement, and shall not disclose or authorize any of their officers, directors, employees, faculty, staff, students or agents (collectively "Agents") to disclose, without the prior written consent of the other party, the terms of this Agreement and negotiation thereof. The parties acknowledge and agree that injunctive relief may be appropriate for any breach or threatened breach of the confidentiality requirements of this section.

8. AUDIT

Customer agrees that each year, on or about the anniversary date of this Agreement, it shall provide NAI with a report (the "Report") reflecting the number of its faculty, staff and students as calculated and reported by the most recent MIT Provost Office in an annual report currently known as the October Report, which is prepared annually by the Provost. The report, which shall be signed by an authorized representative of Customer, shall be used to ensure that, solely with respect to software licensed on a site-wide basis, the Customer has licensed Licensing Units equal to or in excess of the number of faculty, staff and students identified in the October Report. Upon renewal of this Agreement, the most recent Report shall serve as the basis for determining the necessary Licensing Units on the renewal Order Form.

NAI further reserves the right to require the Customer to audit its records in the event NAI has a reasonable belief that there may exist a discrepancy which is greater than 5% between the number of copies of Software used by Customer and the number of copies licensed by Customer, to ensure that Customer is not in violation of this Agreement. Upon completion of such an audit, Customer shall promptly provide a written report of the audit findings to NAI signed by an authorized representative of MIT. Network Associates shall be permitted to disclose the report, in the strictest confidence, to one firm of auditors from a nationally recognized public accounting firm of its choosing. The cost of any requested review of the written report will be solely borne by NAI, unless such audit discloses distribution of Software Licensing Units in excess of five percent (5%) of those paid for by Customer, in which case Customer shall pay the cost of the audit and under licensed Software within thirty (30) days of the report submission.

9. CUSTOMER REFERENCE

Neither Party may use the name of the other or members of its staff in sales promotion work or advertising, or in any form of publicity, without the written permission of the other Party, which in the case of the Customer permission must be received from the Director of the MIT News Office.

10. TERM AND TERMINATION OF MASTER AGREEMENT

This Agreement shall commence on the date it is executed and shall continue in effect during any un-expired Subscription Term. If Customer chooses not to renew its Subscription upon expiration of a Subscription Term, Customer will stop distributing the Software and destroy all copies and documentation within the Information Systems Department, post a notification in a campus wide publication for the Authorized Users to remove and destroy all software and documentation, and post a notice on the campus anti-viral e-mail listserv for the Authorized Users to remove and destroy all software and documentation. Subject to the mutual written agreement of both parties at the time, the parties may also renew this Agreement, as amended, upon expiration of any Subscription Term. In the event that there are no Products licensed hereunder, the parties may, by mutual agreement, license additional Products under this Agreement. In the event that Customer does not make a payment for a Product when due, NAI may, at its option, terminate Customer's license and right to use such copies of the Product for which it has not made payment after NAI has provided Customer with thirty (30) days' written notice and opportunity to cure. The provisions of Sections 3(D) and 3(E), 4, 5, 6, 7, 8, 10 and 11 shall survive termination or expiration of this Agreement.

11. MISCELLANEOUS

- A. This Agreement shall be governed by and construed under the laws of the State of California.
- B. If a provision of this Agreement, or portion thereof, is found to be invalid or unenforceable, it shall be omitted from this Agreement without invalidating the remainder of this Agreement. No term or provision shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by both parties.
- C. Customer may not assign this Agreement or convey any rights or obligations under this Agreement to a third party. NAI may assign this Agreement, in whole or in part, including without limitation, in connection with the transfer of assets to a business unit of NAI which sells one or more of the Products.
- D. All notices delivered under this Agreement shall be in writing and deemed given upon receipt when delivered personally or delivered by registered or certified mail, return receipt requested, postage prepaid and addressed to the NAI General Counsel at the address on the front page of this Agreement. Notices to Customer shall be made to:

Gerald Isaacson
Manager of Data Security
Massachusetts Institute of Technology
211 Massachusetts Avenue / Room N42-250
Cambridge, MA, 02139

CC:

Office of Intellectual Property Counsel
Massachusetts Institute of Technology
5 Cambridge Center
Cambridge, MA 02142-1493

PRODUCT ORDER FORM

McAfee® Security
 Sniffer® Technologies
 Magic Solutions®

Software/ Hardware SKU	Product Name	Perpetual or Subscript-ion Term Length (ex. Subscription 2 years)	Licensing Unit and Quantity (ex. 50,000 Desktop Nodes)	Licensing Unit Price (\$)	Total Price (\$)
VSEABE-AA	VirusScan Security Suite 2:1 (CN) EN	Subscription 2 Years	5,247 User	\$8.67	\$45,491.49
AVMABE-AA	Virex for Macintosh 2:1 (CN)	Subscription 2 Years	4,000 User	\$7.81	\$31,240.00
VSEAAE-AA	VirusScan Security Suite 2:1 (KC) EN (Student usage)	Subscription 2 Years	10,204 User	\$2.00	\$20,408.00
VSFCCE-AA	VirusScan Consumer Home User 1 Yr ENG	Subscription 2 Years	2,500 User	\$2.00	\$5,000.00
VWSABE-AA	VirusScan Wireless 2:1 (CN)	Subscription 2 Years	1,001 User	\$13.01	\$13,023.01
VWSYBM-AA	VirusScan Wireless 1 Yr PS CN	Subscription 2 Years	1,001 User	\$1.89	\$1,891.89
PrimeSupport SKU	Level of Support (ex. Enterprise)	Support Term	Licensing Unit and Quantity (ex. 50,000 Desktop Nodes Supported)	Licensing Unit Price (\$)	Total Price (\$)
VSEYBM-AA	VirusScan Security Suite 1 Yr PS CN	12 Months	5,247 User	\$1.35	\$7,083.45
AVMYBM-AA	VIREX for Macintosh 1 Yr PS CN	12 Months	4,000 User	\$1.43	\$5,720.00
GRAND TOTAL					\$129,857.84

LICENSING UNITS ARE DEFINED AS:

For McAfee® Security Products:

"Desktop Nodes" means the number of desktop and laptop computers connected or connecting to the server(s) or network.

"Server" means an individual server.

"Mailbox" means the number of mailboxes on a messaging server(s).

"User" means the number of Customer faculty, staff, students, contractors and consultants using the Product(s) for Customer's purposes as permitted herein.

"E-appliance" means one hardware appliance.

For McAfee® Security E-Business Server Product:

"CPU" means central processing unit.

"MIPS" means millions of instructions per second on a mainframe.

"Server" means a server.

Customer is permitted to distribute the E-Business Server Partner Edition, or E-Business Client Software (both called "Partner Software") to third parties to communicate with Customer only. Customer must maintain accurate records stating to whom they have distributed the Partner Software. Customer agrees to send NAI a quarterly report that shall list all third parties that have received the Partner Software, and the number of copies received. Such report shall be due on the 10th day following the beginning of each calendar quarter.

Customer may distribute ___ copies of the Partner Software to third parties.

For Sniffer® Technology Products:

"Node" means the number of copies that may be installed on all servers, desktops, and laptops.

"Server" means a server.

"Unit" or "Copy" means a hardware appliance for the Distributed Sniffer® Technologies Products, and a platform for the portable Sniffer® Technologies hardware.

For Sniffer Resource Manager Software, each Unit gives Customer the right to manage 5 Resources. A Resource is a Sniffer® Technologies Product that is web enabled and communicates with Sniffer Resource Manager. If Customer is managing more than 5 Resources, Customer must purchase additional Sniffer Resource Manger license.

For Magic Solutions® Products:

"Desktop Node" means the number of desktop and laptop computers connected or connecting to the server(s) or network.

"Seat" means each concurrent user of the Software. A concurrent user means the number of copies of the Software that may be running at any one time.

"Server" means a server.

Additional Terms:

1 - For this order, the licensing units shall be per User.


All shipments hereunder are FOB origin. All payments shall be made by Customer net 30 days from receipt of an invoice.

Attn: Michael Jung

- E. The Agreement and its amendments constitute the entire agreement between the parties for the Products licensed hereunder, and will become binding when signed by both parties. No other terms, including any additional terms presented with or during installation of Software, shall apply. There are no understandings, agreements or representations not specified herein with respect to a Product licensed hereunder. This Agreement may not be modified, except by a written addendum signed by duly authorized representatives of both parties.
- F. Neither party shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, strikes, acts of terror, revolutions, lack or failure of transportation or telecommunication facilities, laws or governmental regulations or other causes that are beyond the reasonable control of the party. Obligations hereunder shall be suspended only until the cessation of any cause of such failure.
- G. Each of the persons whose signatures appear below represent that they have been duly authorized to enter into this Agreement on behalf of the party they represent and that this Agreement and the transactions contemplated hereunder have received the consent of the governing body of the party.


BOTH PARTIES AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE ATTACHMENTS INCORPORATED HEREIN BY THIS REFERENCE.

NETWORKS ASSOCIATES, INC.
Doing business as Network Associates, Inc.

By: 
Name: Mark Suter
Title: SVP, Sales
Date: 10.24.02



MASSACHUSETTS INSTITUTE OF TECHNOLOGY

By: 
Name: Ann M. Hammersla
Title: Acting Senior Counsel for Intellectual Property
Date: June 19, 2002

This Schedule is governed by the terms of the U.S. Corporate End User License Agreement Number MIT2002-01md.

NETWORKS ASSOCIATES, INC.
Doing business as Network Associates, Inc.

By: [Signature]
Name: Mark Gupta
Title: SVP, Sales
Date: 10.24.02

MASSACHUSETTS INSTITUTE OF
TECHNOLOGY

By: [Signature]
Name: Ann M. Hammersla
Title: Acting Senior Counsel for
Intellectual Property
Date: June 19, 2002



PrimeSupport® Amendment

NAI shall provide to Customer with the level of PrimeSupport that Customer has purchased from NAI. Customer shall promptly download and install enhancements to the Software as released by NAI during the period in which Customer has purchased PrimeSupport. Customer shall reasonably cooperate in isolating and reproducing software problems in connection with telephone support. PrimeSupport shall not be provided for any Product that has been modified by or for Customer without the prior written consent of NAI.

The Limited Hardware Warranty for the Sniffer® Technologies Product and McAfee® Security E-pliance is extended for the length of the initial PrimeSupport term with the purchase of "PrimeSupport Connect", "PrimeSupport Priority" or "PrimeSupport Enterprise". The Limited Hardware Warranty is not extended with the purchase of PrimeSupport Knowledge Center.

Response times set forth in the definitions above are approximate and may vary in any given call, based on telecommunications availability and other factors. NAI's only agreement herein with respect to such response time is to maintain functioning systems in place to permit achievement of such response times in more than eighty percent of such calls from all customers. Access to NAI's online support website may be suspended for brief period due to scheduled maintenance and due to disruptions in the Internet generally.

Please see the PrimeSupport® Program Amendment for further descriptions of the PrimeSupport® offerings.



Proposal and Quotation

Quote Date: 5/24/2004
 Expiration Date: 6/28/2004

Customer Information		Sales Rep Information		Quote #: 286481
Name:	Paul Heffernan	Salesperson:	Sullivan, John R	
Company:	MIT	Address:	200 Friberg Parkway	
Address 1:	211 Massachusetts Ave	City/St/Zip:	Westborough, MA 01581	
Address 2:		Country:	UNITED STATES	
City/St/Zip:	Cambridge, MA 02138	Phone #:	617-539-3305	
Country:	UNITED STATES	Fax #:	617-539-3214	
Phone #:	(617) 253-1348	e-mail:	john_sullivan@nai.com	
Fax #:		Office:	MA - Massachusetts - Westborough	
e-mail:	paheff@mit.edu			

Part #	Description	Nodes	Qty	Net Unit Price	Total Price
1	Perpetual Plus w/2nd yr covera VSECD-AA VirusScan Ste P+1p EN VirusScan suite covers desktops and servers, VirusScan 4.5.1 SP1 for 95/98, Enterprise versions for the most current MS operating systems, i.e., NT/XP/2000/2003, etc. Command Line scanners for various UNIX systems included. Material Group: Perpetual w/support Previous Grants: 313668-NAI	5,001	1	\$8.43	\$42,168.44
2	VSEYFM-AA VirusScan Ste 1p 2nd year of software maintenance and support Material Group: Support/Services Term Length(Months): 12	5,001	1	\$4.21	\$21,054.21
3	AVMCDE-AA McAfee Virex P.1p+ EG AVM components include: Virex 6.1 (supports MacOS 7, 8, 9), Virex 7.0 (supports MacOS X), and Virex Administrator 1.4. Material Group: Perpetual w/support Previous Grants: 313668-NAI	3,498	1	\$8.99	\$31,454.02
4	AVMYFM-AA McAfee Virex 1p+ ML 2nd year of software maintenance and support included. Material Group: Support/Services Term Length(Months): 12	3,498	1	\$4.49	\$15,706.02
5	VSSGBE-AA Mcfe VirusScan Student Use Opt 1.1s EG VirusScan Student Option components include 1 year license of VirusScan with ServicePortal access to online version & DAT file maintenance. Material Group: Sub 1 (100%) Term Length(Months): 12 Start Date: 06/29/04 Previous Grants: 313668-NAI	9,304	1	\$0.50	\$4,652.00
6	VSSGBE-AA Mcfe VirusScan Student Use Opt 1.1s EG VirusScan Student Option components include 1 year license of VirusScan with ServicePortal access to online version & DAT file maintenance. Material Group: Sub 1 (100%) Term Length(Months): 12 Start Date: 06/29/05 Previous Grants: 313668-NAI	9,304	1	\$0.50	\$4,652.00
7	VSFCCE-AA McAfee VirusScan Home Use Opt 1 EG VirusScan Consumer Edition 1 year Home Use Option. MISCELLANEOUS NOTES: Must be sold in conjunction with corporate VirusScan License. Includes 100 lics of Virex for home usage to be used during the interim before the actual implementation. Material Group: Sub 1 (100%) Term Length(Months): 12	2,500	1	\$1.20	\$3,000.00
8	VSFCCE-AA McAfee VirusScan Home Use Opt 1 EG VirusScan Consumer Edition 1 year Home Use Option. MISCELLANEOUS NOTES: Must be sold in conjunction with corporate VirusScan License. Includes 100 lics of Virex for home usage to be used during the interim before the actual implementation. Material Group: Sub 1 (100%) Term Length(Months): 12 Start Date: 06/29/05 Previous Grants: 313668-NAI	2,500	1	\$1.20	\$3,000.00
9	LXSCDE-AA McAfee LinuxShield P:1p+ EG	1,001	1	\$9.24	\$9,249.24



Proposal and Quotation

Quote Date: 5/24/2004
 Expiration Date: 6/28/2004

Customer Information	Sales Rep Information	Quote #: 286481
Name: Paul Heffernan Company: MIT Address 1: 211 Massachusetts Ave Address 2: City/St/Zip: Cambridge, MA 02138 Country: UNITED STATES Phone #: (617) 253-1348 Fax #: e-mail: paheff@mit.edu	Salesperson: Sullivan, John R Address: 200 Friberg Parkway City/St/Zip: Westborough, MA 01581 Country: UNITED STATES Phone #: 617-539-3305 Fax #: 617-539-3214 e-mail: john_sullivan@nai.com Office: MA - Massachusetts - Westborough	

Part #	Description	Nodes	Qty	Net Unit Price	Total Price
10	LXSYFM-AA Red Hat and Novell SuSe compatible Material Group: Perpetual w/support McAfee LinuxShield 1Yr PS PR+	1,001	1	\$3.70	\$3,703.70
11	AMSGBE-AA Material Group: Support/Services Term Length(Months): 12 McAfee Virex Student Use 1.1s EG Virex for Mac Student Option includes a 1 year license of Virex for Mac with ServicePortal access to online version & DAT file maintenance.	1,000	1	\$0.50	\$500.00
12	AMSGBE-AA Material Group: Sub 1 (100%) Term Length(Months): 12 Start Date: 06/29/04 Previous Grants: 313668-NAI McAfee Virex Student Use 1.1s EG Virex for Mac Student Option includes a 1 year license of Virex for Mac with ServicePortal access to online version & DAT file maintenance.	1,000	1	\$0.50	\$500.00
Product and Services Total					\$139,639.63

Purchase Order Must Note

End-users's name / email / phone # for software updates
 F.O.B: Origin Payment Terms: Net 30 days
 Standard Shipping method is Ground Service
 Shipping charges are prepaid by NAI and billed,
 unless specified differently
 Please add applicable taxes.

Please fax PO to 617-539-3214

This Quotation is only valid in the United States
 All amounts on this quote are in US Dollar
 Prices are valid for 30 days from Quote Date
<http://www.nai.com>

AMENDMENT # 1
to Network Associates, Inc. U.S. Corporate End User License Agreement Number
MIT20002-01md by and between The Massachusetts Institute of Technology, and
Network Associates, Inc.

The parties to the above agreement ("Agreement") hereby renew and amend the Agreement as follows:

Section 10., TERM AND TERMINATION OF MASTER AGREEMENT is hereby amended in its entirety to read:

"This Agreement shall commence on the date it is executed and shall continue in effect during any unexpired Subscription Term. If Customer chooses not to renew its PrimeSupport, Customer will retain the right to use all Perpetual Term Software licensed hereunder. Upon termination or expiration of any license hereunder, Customer shall stop distributing the Software and destroy all copies and documentation within the Information Systems Department, post a notification in a campus wide publication for the Authorized User to remove and destroy all Software and documentation, and post a notice on the campus anti-viral e-mail listserv for the Authorized Users to remove and destroy all Software and documentation~~return the Software to NAI, or an Officer of Customer shall certify in writing that the Software has been destroyed.~~ Subject to the mutual written agreement of both parties at the time, the parties may also renew this Agreement, as amended, upon expiration of any Subscription Term. The parties may, by mutual agreement, license additional Products under this Agreement. In the event that Customer does not make a payment for a Product when due, NAI may, at its option, terminate Customer's license and right to use such copies of the Product for which it has not made payment after NAI has provided customer with thirty (30) days written notice and opportunity to cure. The provisions of Sections 3(D) and 3(E), 4, 5, 6, 7, 8, 10 and 11 shall survive termination or expiration of this Agreement."

All other terms and conditions of this Agreement not specifically modified by this Amendment No. 1 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be signed by their duly authorized representatives.

NETWORKS ASSOCIATES, INC.
Doing business as Network Associates, Inc.

**MASSACHUSETTS INSTITUTE OF
TECHNOLOGY**

By: _____

By: _____

Name: _____

Name: Ann M. Hammersla

Title: _____

Title: Senior Counsel for Intellectual Property

Date: _____

Date: _____