

## **The College of New Jersey's Network Associates Inc. McAfee Home Use Option Program**

### **McAfee defines Home Use as follows:**

1. Non-employment related use.
2. Installed on a computer system owned by the individual, not connected to the corporate network infrastructure.
3. Not supported by the corporate license, not included in corporate technical support agreements.

### **Exclusions from Home Use:**

The following types of user are NOT classed as Home Users, and should instead be included in the appropriate corporate end user license agreement and support agreement:

- Employees who are in reality Teleworkers, Homeworkers, Telecommuters or similar, even though they may be physically undertaking work for their employer from a home location
- Employees who perform work at home on any computer provided to them by the corporation for the purpose of work.
- Customer wants PrimeSupport to support the end user
- Application is to be managed by corporate IT resources
- Application installed on a home user-owned system for the performance of employment-related activity.

### **VirusScan Consumer Home Use Option**

This solution is based on the VirusScan Consumer Edition. The user will have on-demand and on-access scanning protection backed by 12 months online DAT signature file updates. Access to online updates requires each home user to register himself/herself via the online registration option. Once the home user has registered he/she will be able to receive DAT updates. The Home Use Option is a one-year term and should be renewed annually to ensure that home users receive the latest release version of VirusScan consumer edition.

Under this program, the corporate customer is responsible for the downloading of the software application, or duplication and distribution of any CD media to the employees, and must agree not to resell or in any way use the Home Use option commercially either inside or outside the corporate IT Network. McAfee will not provide additional commercial support or service to Home Use Option users, except that which is contained within the terms of the Home Use option.

### **Installation by the Home User**

The Home Use Option is valid for one year. During the term, the home user should install the product and register online with McAfee when prompted so that DAT file update entitlement is established. The home user will not be able to access new DAT update files unless registration is completed. At the end of the one-year term of the Home Use period, the entitlement to use the software will continue as long as The College of New Jersey continues to pay the annual renewal fee for this service.

### **Renewal of Home Use Option**

Each annual period for the Home Use Option is covered by a separate license grant. However, The College of New Jersey does not require the installation process for each Home Use Option to be repeated for each annual option.

### **General conditions**

The maximum number of home users may not exceed the number of nodes licensed by the customer under the terms of the corporate end user license agreement (EULA).

By using this option you are agreeing to Home Use Terms Sheet.

The customer should note the exclusions under the terms of the Home Use Option. In summary Home Use Option does not cover work-related use on any system.

### **Disclaimer**

- The College assumes no responsibility for the accuracy of information obtained from sources outside the control of the College. This includes, but is not limited to areas such as the Internet, unofficial web pages, personal web pages and personal e-mail.
- The College of New Jersey assumes no responsibility for the loss of data on an individual's microcomputer due to installation of the McAfee Home Use Antivirus Software, other willfully destructive software, or as a result of flaws in the application or operating software on the microcomputer.
- Continued use of this software is not permissible if you are no longer an employee at The College of New Jersey.
- This document is subject to change without notice. It is your responsibility to periodically review this document for changes and to comply with those changes.

## Network Associates - Home Use Terms Sheet

1. The following terms shall have the following meanings:

"Network Associates", "NAI" and "McAfee" shall have the same meaning. They each refer to the same legal entity, Network Associates, Inc.

"Customer Employee" means an individual who is an employee of Customer directly employed by Customer under a full or part-time contract of employment. Customer Employee shall not include any self-employed contractor or other third party not engaged under a contract of employment.

"Home Use" means installation and use of the Product by a Customer Employee on a single un-networked personal computer owned by Customer Employee (or his/her immediate family) at his/her residence for non-business, personal purposes. For the avoidance of doubt, Home Use does not include:

- more than nominal business use;
- teleworking, homeworking, telecommuting or any similar work for Customer or other employer from a home location on any system;
- performing work at home on a portable computer or other system provided to Customer Employee by Customer or other employer for the purpose of work;
- any License supported by PrimeSupport or supported or managed by Customer's IT resources.

"Product" means the home use option software product licensed by NAI and ordered by Customer. The Product means the version of the Product delivered by NAI only, except where PrimeSupport is purchased with respect to a User License, in which case Product shall mean the last version of the Product released. If PrimeSupport is later discontinued, Product shall thereafter mean the last version of the Product released prior to such discontinuance.

3. This Addendum grants a single User License to each Customer Employee strictly for Home Use only, for a term of one (1) year from the date of delivery to the Customer. The following conditions shall also apply:
- (a) Customer Employees are permitted to use the Product only for Home Use as defined.
  - (b) This grant is restricted to a maximum number of Customer Employees equal to the number of Nodes licensed under the Agreement.
  - (c) Customer is responsible for duplication and distribution of CD media of the Product to Customer Employees. Customer and Customer Employees are not permitted to resell the Product, distribute or transfer the Product to any third party or use the Product commercially in any way. Customer may access the Product from NAI download services web site utilizing the Grant ID and post the product on own electronic distribution system, such as customer intranet, for onward access by customer's employees.
  - (d) The audit requirements in the Agreement shall apply to this Addendum and Customer shall ensure that up-to-date records are maintained of all Customer Employees who have received a copy of the Product.
  - (e) Customer acknowledges that the Product and any NAI services are not guaranteed to work on the personal computer or system of Customer Employees, and NAI does not provide support services for Customer Employees.
  - (f) The rights granted under this Addendum shall terminate in one (1) year, or (if earlier) on the termination of the License Agreement between NAI and Customer. Upon termination or expiration hereunder, Customer shall ensure that all employees cease to use the Product, regardless of any unexpired term the individual employee may have on his or her personal registration with McAfee.
  - (g) Customer shall ensure that all Customer Employees have seen and accepted the terms of NAI's standard End-User License Agreement before receiving a copy of the Product.