

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

SAM WILLIAMSON, individually and on
behalf of all others similarly situated,

Case No.: 14-cv-00158-EJD

Plaintiff,

v.

MCAFEE, INC.,

Defendant.

SAMANTHA KIRBY, individually and on
behalf of all others similarly situated,

Case No.: 14-cv-02475-EJD

Plaintiff,

v.

MCAFEE, INC.,

Defendant.

CORRECTED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Corrected Class Action Settlement Agreement and Release, including the Exhibits hereto, (together, the “Settlement Agreement”) is made and entered into by and among plaintiffs Sam Williamson and Samantha Kirby (the “Named Plaintiffs”) on behalf of themselves and the members of the Auto-Renewal Class and the Reference Price Class, defined in Paragraphs 1 through 3 below (“Class Members”), and McAfee, Inc. (“McAfee”). The Named Plaintiffs represent the Auto-Renewal Class and the Reference Price Class for purposes of this Settlement Agreement. The Named Plaintiffs and McAfee are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, Named Plaintiff Sam Williamson on or about January 10, 2014 filed a lawsuit styled *Williamson v. McAfee, Inc.*, Case No. 14-cv-158-EJD (the “*Williamson Case*”), in the United States District Court for the Northern District of California (the “*Court*”), and filed an amended complaint on or about September 8, 2014 (Docket No. 42) that is the operative complaint in the *Williamson Case*;

WHEREAS, Named Plaintiff Samantha Kirby on or about May 29, 2014 filed a lawsuit styled *Kirby v. McAfee, Inc.*, Case No. 14-cv-2475-EJD (the “*Kirby Case*”), in the United States District Court for the Northern District of California;

WHEREAS, on or about July 1, 2014, the Court determined that the *Williamson Case* and the *Kirby Case* (together, the “*Litigation*”) are related (*Kirby Case* Docket No. 16);

WHEREAS, the Named Plaintiffs have asserted causes of action against McAfee in the *Litigation* based on alleged violations of California statutory and common law in relation to McAfee’s practices with respect to auto-renewal transactions and usage of reference prices;¹

WHEREAS, the Named Plaintiffs and McAfee participated in an in-person mediation on April 8, 2015 with Eric Green, an experienced mediator, and have continued since that time to engage in arms-length negotiations with the assistance of Mr. Green;

WHEREAS, through their efforts and with the continued assistance of Mr. Green, the Named Plaintiffs and McAfee agreed to a settlement of the *Litigation* on a class basis, contingent upon the negotiation and execution by the Parties of this final agreement and its approval by the Court;

¹ For purpose of this Settlement, “reference price” shall mean a higher, former, and non-sale price of McAfee’s own product that is used to show the difference between that price and a lower, current, sale price for the same product.

WHEREAS, McAfee denies that it has engaged in any wrongdoing, does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in the Litigation, denies that the claims asserted by the Named Plaintiffs are suitable for class treatment other than for settlement purposes, and denies that it has any liability whatsoever; but has agreed to this Settlement Agreement because of the substantial expense of litigation, the length of time necessary to resolve the issues presented, the inconvenience involved, and the disruption to its business operations;

WHEREAS, Lieff Cabraser Heimann & Bernstein LLP, Hattis Law, and Ahdoot & Wolfson, PC (collectively, "Class Counsel") have conducted a thorough study and investigation of the law and facts relating to the claims that were asserted and that could have been asserted in the Litigation, as well as a thorough study and investigation of the scope of the Auto-Renewal Class and the Reference Price Class, and have concluded, taking into account the benefits of this Settlement (defined below), and the risks and delays of further litigation, that this Settlement is fair and reasonable and in the best interests of the Auto-Renewal Class and the Reference Price Class;

WHEREAS, the "Settlement," as used herein, means the settlement embodied in this Settlement Agreement, including all Exhibits attached hereto;

WHEREAS, subject to the approval of the Court, the Parties wish to finally resolve and terminate the Litigation and effect a compromise pursuant to the terms and conditions set forth herein;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned that the Released Claims, as defined below, shall be settled and released, subject to the approval of the Court, upon and subject to the following terms and conditions:

I. THE SETTLEMENT CLASSES AND ADMINISTRATION

1. The “Auto-Renewal Class” shall mean and include: all persons in the United States who paid McAfee for the automatic renewal of a subscription license for any McAfee software² from January 10, 2010 to February 10, 2015, and whose first auto-renewal charge was at a price greater than the price paid to McAfee for the initial subscription license. The Auto-Renewal Class shall not include any person whose charges as described above were fully refunded by McAfee or fully charged back through such person’s credit or debit card issuer.

2. The “Reference Price Class” shall mean and include: all persons in the United States (1) who initially purchased from McAfee or manually renewed through McAfee a subscription license for any McAfee software from January 10, 2010 to February 10, 2015, and (2) whose subscription license was initially purchased or manually renewed at a discounted price.

3. Employees of McAfee and its parents and affiliates (including Intel Corporation), counsel for all Parties, the Judge presiding over the Litigation, and Court staff will be excluded from the Auto-Renewal Class and the Reference Price Class.

4. Composition of the Auto-Renewal Class and the Reference Price Class shall be based exclusively upon McAfee’s records. McAfee’s records include the email and physical addresses provided to McAfee by the account holders.

² “McAfee software,” as used in this Settlement Agreement, means and includes software branded under either the “McAfee” or “Intel Security” name.

5. The Parties have agreed that, subject to Court approval, Angeion Group (the “Settlement Administrator”), an independent third party, shall administer the Settlement. The Settlement Administrator shall perform the administrative tasks as described in this Settlement Agreement, including but not limited with respect to the dissemination of class notice as set forth in Section III below and the processing of Cash Elections and dissemination of the Settlement Benefits as set forth in Section VI below. The Parties agree that the Settlement Administrator shall be an independent contractor, and not the agent of any party or any party’s counsel. All fees and expenses charged by the Settlement Administrator in connection with the Settlement shall be paid by McAfee, in addition to, and separate from, the other settlement benefits provided to the Auto-Renewal Class and the Reference Price Class pursuant to the Settlement.

II. THE PRELIMINARY APPROVAL ORDER

6. As soon as practicable after the execution of this Settlement Agreement, Named Plaintiffs shall file this Settlement Agreement with the Court and request by motion, which motion McAfee will not oppose, that the Court enter an Order (“Preliminary Approval Order”) granting preliminary approval of the Settlement, substantially in the form of Exhibit 1 attached hereto. The Preliminary Approval Order shall accomplish the following:

- a. Find that the requirements of Federal Rule of Civil Procedure 23 and any other requirements for certification of a settlement class have been satisfied, and certify the Auto-Renewal Class and the Reference Price Class;
- b. Preliminarily approve the Settlement Agreement as fair, reasonable, and adequate and within the range of approval;
- c. Find that the class notice procedure set forth below satisfies the requirements of due process and applicable law and procedure, and direct

the Parties and the Settlement Administrator to implement such class notice procedure;

- d. Set the deadlines for Class Members to opt-out of the Auto-Renewal Class and the Reference Price Class, or to file objections to the Settlement, as set forth below;
- e. Set a date for the hearing at which the Court will finally determine the fairness, reasonableness, and adequacy of the proposed Settlement (the “Final Fairness Hearing”);
- f. Appoint Named Plaintiffs Sam Williamson and Samantha Kirby as class representatives for the Auto-Renewal Class and the Reference Price Class; and
- g. Appoint Lief Cabraser Heimann & Bernstein LLP (Michael W. Sobol and Roger N. Heller), Hattis Law (Daniel M. Hattis), and Ahdoot & Wolfson, PC (Robert Ahdoot and Tina Wolfson) as Class Counsel for the Auto-Renewal Class and the Reference Price Class.

7. In the event the Court disapproves or sets aside this Settlement Agreement or any material part hereof for any reason, then the Parties will either jointly agree to accept the Settlement Agreement as judicially modified or engage in negotiations in an effort to jointly agree to modify the Settlement Agreement for resubmission to the Court for approval. If such negotiations prove unsuccessful, then any party may declare this Settlement Agreement null and void, and the Litigation will proceed and the Parties will request a status conference with the Court. Such declaration shall only be made following fourteen (14) days’ notice by such party to the other party of its intention to declare the Settlement Agreement null and void. The Parties

may agree by stipulation executed by counsel to modifications of the Exhibits to this Settlement Agreement to effectuate the purpose of this Settlement Agreement and/or to conform to guidance from the Court with regard to the contents of such Exhibits without need for further amendment of this Settlement Agreement. Any such stipulation shall be filed with the Court.

III. NOTICE

8. There shall be two Short Form Notices: (i) one for Class Members who are in the Auto-Renewal Class (i.e., including both: (a) Class Members who are in the Auto-Renewal Class but not in the Reference Price Class; and (b) Class Members who are in both the Auto-Renewal Class and the Reference Price Class), substantially in the forms attached hereto as Exhibits 2 (email version) and 3 (postcard version)] (“Short Form Notice # 1”); and (ii) one for Class Members who are in the Reference Price Class but not in the Auto-Renewal Class, substantially in the forms attached hereto as Exhibits 4 (email version) and 5 (postcard version) (“Short Form Notice # 2”). Short Form Notice # 1 and Short Form Notice # 2 are referred to collectively herein as the “Short Form Notices.” The Short Form Notices shall be disseminated via email and, where applicable as described below, via U.S. mail in the form of a double-sided postcard. The Short Form Notices shall each: (a) apprise Class Members of the existence and general terms of the Settlement applicable to the relevant class or classes; (b) direct Class Members to a Settlement Website to be established, maintained, and administered by the Settlement Administrator as set forth below; and (c) include a Toll-Free Number (as defined below) established, maintained, and administered by the Settlement Administrator that Class Members can call if they have any questions about the Settlement. Additionally, Short Form Notice # 1 shall: (a) include notice of the option to elect to receive the Settlement Benefit, defined below, in the form of a check or an automatic credit to a PayPal account; (b) instruct how to make such election via the Settlement Website (a hyperlink to the webpage address of the Settlement

Website where elections may be submitted electronically shall be provided in the email version of Short Form Class Notice # 1) or by mail; and (c) inform that such election must be made by the Cash Election Deadline, defined below.

9. **Settlement Website and Toll-Free Number.** By no later than the first date that any Short Form Notices are sent to Class Members, the Settlement Administrator shall establish an Internet website, at the URL www.mcafeewilliamsonsettlement.com (“the “Settlement Website”), where Class Members can obtain further information about the Settlement and their rights, and, as applicable, submit Cash Elections, defined below, electronically. The Settlement Website shall be optimized for display on mobile devices. The Settlement Website shall be maintained by the Settlement Administrator until the administration of payments to Cash Payment Electors, defined below, is completed. The Settlement Website shall include, and make available for download, a Long Form Class Notice, substantially in the form attached hereto as Exhibit 6. The Long Form Class Notice shall:

- a. Inform Class Members of the material terms of the Settlement Agreement;
- b. Inform Class Members of their rights to opt-out of, as applicable, the Auto-Renewal Class and the Reference Price Class, or to object to the proposed Settlement, and of the applicable procedures and deadlines for doing so;
- c. Inform Class Members that if they do not opt-out of the Auto-Renewal Class or the Reference Price Class, they will be bound by the Settlement accordingly;

- d. Inform Class Members in the Auto-Renewal Class of the deadline by which they must make the Cash Election and regarding the applicable procedures for doing so;
- e. Inform Class Members that a Final Fairness Hearing to determine the fairness, reasonableness, and adequacy of the proposed Settlement will be held, and provide the date, time, and location of the Final Fairness Hearing; and
- f. Inform Class Members that the Court retains the right to reschedule the Final Fairness Hearing without further notice to them.

The Settlement Website shall also include a printable and downloadable hard-copy Cash Election form that can be submitted via mail, and downloadable copies of: the Settlement Agreement, the operative complaints in the *Williamson* Case and the *Kirby* Case, the Preliminary Approval Order, and, after it is filed, Class Counsel's application for attorneys' fees and costs and for Named Plaintiff service awards, and any other pleadings or case documents that the Parties mutually agree should be included or as directed by the Court. The Settlement Website shall include an appropriate mechanism for Class Members to update their contact information. The Settlement Website shall also list a toll-free number for the Settlement Administrator ("Toll-Free Number") that Class Members can call if they have any questions about the Settlement. The Toll-Free Number shall be established by the Settlement Administrator and operational by no later than the first date that any Short Form Notices are sent to Class Members, and shall be maintained by the Settlement Administrator until the administration of payments to Cash Payment Electors is completed. Any content of the Settlement Website and Toll-Free Number

beyond the descriptions in this Settlement Agreement, including any information regarding the Settlement, will be subject to mutual agreement of the Parties.

10. **The Class List and Email Notice.** Within thirty (30) days following the entry of the Preliminary Approval Order, McAfee shall obtain from its records and provide to the Settlement Administrator a “Class List” that includes, for each Class Member: (a) the last known email address that McAfee possesses; (b) the last known mailing address that McAfee possesses; and (c) whether he or she is a member of the Auto-Renewal Class, the Reference Price Class, or both classes. Within forty-five (45) days following the entry of the Preliminary Approval Order (the “Notice Date”), the Settlement Administrator shall email the applicable Short Form Notice (email versions) to each of the Class Members, sent to the email address listed for them in the Class List. The email Short Form Notices shall be sent with the sender title “McAfee Class Action Settlement Claims Administrator” and the subject line “Notice of McAfee Class Action Settlement.” Once such notice is electronically mailed to Class Members, no further notice, whether by mail, publication, or otherwise, shall be required, except as provided in Paragraphs 9 and 11 herein.

11. **Mailed Notice.** For any Class Member for whom the Settlement Administrator receives notice that the email Short Form Notice sent to them was not received (i.e., a “bounce-back”), the Settlement Administrator shall update the mailing address for the Class Member in the Class List through the U.S Postal Service National Change of Address Database. Within ten (10) days after all email Short Form Notices have been sent, the Settlement Administrator shall mail the applicable Short Form Notice (postcard version), via first class U.S. mail, in the form of a double-sided postcard, to all Class Members for whom a bounce-back notice was received at their mailing addresses as updated. For any mailed Short Form Notices that are returned with

forwarding address information, the Settlement Administrator shall promptly re-mail the appropriate Short Form Notice to the new address indicated.

12. **CAFA Notice.** Within ten (10) days of the Named Plaintiffs' filing of the motion for preliminary approval of this Settlement Agreement with the Court, McAfee (through the Settlement Administrator) shall serve upon the appropriate State official of each State in which a Class Member resides and the United States Attorney General, a notice of the proposed Settlement, in accordance with 28 U.S.C. § 1715, shall provide a copy of such notice to Class Counsel, and shall file with the Court a notice of compliance with 28 U.S.C. § 1715.

13. No later than seven (7) days before the Final Fairness Hearing, the Settlement Administrator shall file an affidavit confirming its implementation of the class notice procedures set forth in this Settlement Agreement.

IV. OPT-OUT AND OBJECTION PROCEDURES

14. Any Class Member in the Auto-Renewal Class shall have the right to be excluded from (i.e., "opt-out" of), the Auto-Renewal Class. Any Class Member in the Reference Price Class shall have the right to be excluded from (i.e., "opt-out" of) the Reference Price Class. Any Class Member who is in both the Auto-Renewal Class and the Reference Price Class shall have the right to be excluded from (i.e., "opt-out" of) the Auto-Renewal Class only, the Reference Price Class only, or both the Auto-Renewal Class and the Reference Price Class. Each individual who submits a timely and valid written request for exclusion will no longer be deemed a member of the class(es) from which that individual has requested exclusion as of the date the timely and valid written request for exclusion is postmarked.

15. Each Class Member electing to opt-out of one or both classes must send a written request for exclusion, postmarked no later than forty-five (45) days after the Notice Date (the "Opt-Out Deadline"), addressed to the Settlement Administrator at the address listed in the Long

Form Class Notice. The written request for exclusion must include the following information: (i) the case name (*Williamson/Kirby v. McAfee, Inc*); (ii) the name, address, and telephone number of the person opting out; and (iii) a clear statement that the person wishes to opt-out of the Auto-Renewal Class, the Reference Price Class, or both classes.³ The request for exclusion must be personally signed by the Class Member who seeks to opt out; no Class Member may opt out by having a request for exclusion submitted by an actual or purported agent or attorney acting on behalf of the Class Member. No request for exclusion may be made on behalf of a group of Class Members.

16. Class Members in the Auto-Renewal Class who do not timely (as measured by the postmark on such Class Member's written request for exclusion) and validly opt out of the Auto-Renewal Class, by written notice correctly directed and containing the requisite information as set forth in Paragraph 15 above, shall remain Class Members of the Auto-Renewal Class, and shall be bound by any order(s) of the Court regarding the Auto-Renewal Class and/or the Settlement as it relates to the Auto-Renewal Class.

17. Class Members in the Reference Price Class who do not timely (as measured by the postmark on such Class Member's written request for exclusion) and validly opt out of the Reference Price Class, by written notice correctly directed and containing the requisite information as set forth in Paragraph 15 above, shall remain Class Members of the Reference Price Class, and shall be bound by any order(s) of the Court regarding the Reference Price Class and/or the Settlement as it relates to the Reference Price Class.

³ Class Members who are in both the Auto-Renewal Class and the Reference Price Class who indicate in a timely and otherwise valid request for exclusion that they wish to opt-out of "the class," "the case," "the settlement," or who use other similar language that makes clear their intent to opt-out but does not specify whether their intent is to opt-out of one class or both classes, shall be treated as having opted-out of both the Auto-Renewal Class and the Reference Price Class.

18. The Settlement Administrator shall promptly provide copies of any received requests for exclusion to Class Counsel and counsel for McAfee. By no later than seven (7) days before the Final Fairness Hearing, the Settlement Administrator shall file with the Court a final list of individuals who have timely and validly opted out of the Auto-Renewal Class and the Reference Price Class.

19. In the event that three percent (3%) or more of the total number of Class Members submit timely and valid requests for exclusion, McAfee shall have the right, in its sole discretion, to void the Settlement in its entirety. Any such election must be made, in writing provided to Class Counsel, within seven (7) days of McAfee's receipt of notice that the number of timely and valid individual opt-outs has exceeded such threshold.

20. Any Class Member may object to the Settlement (except to the extent that the Settlement relates only to a class in which the Class Member in question is not included based on the class definitions herein or from which the Class Member in question has timely and validly requested exclusion), Class Counsel's application for attorneys' fees and costs, and/or the request for Named Plaintiff service awards. To be considered, an objection must be in writing, must be filed with or mailed to the Court, and mailed to Class Counsel and McAfee's counsel, at the addresses listed in the Long Form Class Notice, postmarked no later than forty-five (45) days after the Notice Date (the "Objection Deadline"), and must include the following: (i) the case caption; (ii) the name, address, and telephone number of the person objecting; (iii) the basis upon which the objector claims to be a Class Member; (iv) all grounds for the objection, accompanied by any legal and factual support; (v) whether the objector is represented by counsel, and if so the identity of such counsel; (vi) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; (vii) the identity of any counsel who will

appear at the Final Fairness Hearing on the objector's behalf; (viii) a list of any witnesses who may be called to testify at the Final Fairness Hearing, whether in person, by deposition, or affidavit; (ix) a list of any exhibits, and copies of same, which the objector may offer at the Final Fairness Hearing; and (x) the objector's signature. Class Members may ask the Court for permission to speak at the Final Fairness Hearing by sending a written request in compliance with the instructions provided in the Long-Form Class Notice or as otherwise permitted or directed by the Court.

21. No Class Member shall be entitled to contest in any way the approval of the terms and conditions of this Settlement Agreement, the Final Judgment and Order, any request for or award of attorneys' fees and costs to Class Counsel, or any request for or award of Named Plaintiff service awards, except by filing and serving a written objection in accordance with the provisions of this Settlement Agreement. Any Class Member who fails to object in the manner prescribed herein, shall be deemed to have waived, and shall be foreclosed forever from raising, objections to the Settlement, Class Counsel's application for attorneys' fees and costs, and the application for Named Plaintiff service awards.

22. Any Class Member who files an objection shall nevertheless be entitled to all benefits of the Settlement (except for benefits applicable only to a class in which the Class Member in question is not included based on the class definitions herein or from which the Class Member in question has timely and validly requested exclusion) if the Effective Date occurs.

V. FINAL FAIRNESS HEARING AND FINAL JUDGMENT AND ORDER

23. The Parties agree to petition the Court to hold a Final Fairness Hearing and for the Court to enter an order finally approving the Settlement ("Final Judgment and Order").

24. Pursuant to 28 U.S.C. § 1715(d), the Parties agree that the Final Fairness Hearing shall not be held, and no Final Judgment and Order shall issue, prior to ninety (90) days after

completion by McAfee of the notice requirement in 28 U.S.C. § 1715. The Parties further agree that, subject to the Court's schedule, such Final Fairness Hearing will be held within thirty (30) days after the Cash Election Deadline, or as soon thereafter as is convenient for and permitted by the Court.

25. Class Counsel shall file with the Court a motion for Final Judgment and Order within fifteen (15) days following the Notice Date. By no later than fourteen (14) days prior to the Final Fairness Hearing, the Parties shall file any responses to any objections and any replies in support of the motion for Final Judgment and Order and/or Class Counsel's application for attorneys' fees, costs, and Named Plaintiff service awards.

26. The Parties intend to seek a Final Judgment and Order, substantially in the form of Exhibit 7 attached hereto, that shall:

- a. Approve this Settlement Agreement without modification (except insofar as agreed upon by the Parties) as fair, reasonable, and adequate to the Named Plaintiffs and the Class Members, and direct its consummation according to its terms;
- b. Find that the form and manner of class notice implemented pursuant to this Settlement Agreement (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the terms of the proposed Settlement, the right to object to the proposed Settlement or exclude themselves from the Auto-Renewal Class and the Reference Price Class, and the right to appear at the Final Fairness Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons

entitled to receive notice; and (iv) meets the requirements of state and federal due process, the Federal Rules of Civil Procedure, and any other applicable state and/or federal laws;

- c. Find that all Class Members shall be bound by the Settlement Agreement as it relates to the class(es) in which each is a member, including the release provisions and covenant not to sue;
- d. Direct that judgment be entered immediately dismissing with prejudice all individual and class claims asserted in the Litigation and ruling that no costs or fees be assessed on either party other than as expressly provided in this Settlement Agreement;
- e. Incorporate the release and related provisions set forth below in Paragraphs 44-54 of this Settlement Agreement and forever bar any Released Claims (as defined below) against the McAfee Released Parties (as defined below);
- f. Approve payment of the benefits to the Class Members consistent with Section VI below and make any necessary findings with regard to same;
- g. Award attorneys' fees and costs as described in Paragraphs 38-40 below and make any necessary findings with regard to such award; and
- h. Award the Named Plaintiffs service awards as the Court deems appropriate, as described in Paragraph 41 below, and make any necessary findings with regard to such awards;

- i. Retain jurisdiction of all matters relating to the interpretation, administration, implementation, and enforcement of this Settlement Agreement.

27. The “Effective Date” of this Settlement Agreement shall be five (5) business days after all of the following events have occurred: (a) The Final Judgment and Order has been entered by the Court; and (b) the time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement Agreement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired.

VI. BENEFITS TO THE SETTLEMENT CLASSES

28. Members of the Auto-Renewal Class shall each receive a benefit of \$11.50 (the “Settlement Benefit”). As set forth below, any Class Member eligible to receive the Settlement Benefit may elect to have that benefit paid in the form of a mailed check or as a direct credit to a PayPal account, at that member’s option as set forth below; otherwise, as set forth below, they will receive the Settlement Benefit as an electronic code which may be used as a credit towards any McAfee or Intel Security consumer purchase (a “Value Certificate”).

29. Any member of the Auto-Renewal Class may, at his or her option, elect to receive the \$11.50 Settlement Benefit as cash by submitting a cash election form (“Cash Election”) within seventy (70) days of the Notice Date (the “Cash Election Deadline”). The Cash Election form shall be substantially in the form attached hereto as Exhibit 8. Cash Elections may be submitted electronically via the Settlement Website, or by mail. For Cash Elections submitted by mail, the Cash Election Deadline shall be a postmark deadline. Both the email and postcard versions of Short Form Notice # 1 shall identify both the Cash Election Deadline and the

webpage address where Cash Elections may be submitted electronically via the Settlement Website. The email version of Short Form Notice # 1 shall include a hyperlink to the webpage address where Cash Elections may be submitted electronically via the Settlement Website. Both the email and postcard versions of Short Form Notice # 1 shall include unique personal identification numbers to facilitate the submission of Cash Elections.

30. The Settlement Administrator shall provide weekly reports to Class Counsel and McAfee regarding the number of timely and valid Cash Elections submitted.

31. Members of the Auto-Renewal Class who submit timely, valid Cash Elections (the validity to be determined by the Settlement Administrator) shall be deemed “Cash Payment Electors,” and shall receive their Settlement Benefit, as follows:

- a. Within five (5) days following the Effective Date, the Settlement Administrator shall provide McAfee and Class Counsel with a report (the “Funding Report”) of the total number of Cash Payment Electors and the total aggregate dollar amount of the payments that are due to the Cash Payment Electors.
- b. Within twenty (20) days following the Effective Date, McAfee shall transfer to the Settlement Administrator the full amount of the funds necessary to satisfy all of the payments due to the Cash Payment Electors as indicated in the Funding Report. The Settlement Administrator shall deposit such funds into an account held by an FDIC-insured financial institution (the “Cash Payment Account”).
- c. For Cash Payment Electors who submit their Cash Elections by mail, within forty-five (45) days following the Effective Date, the Settlement

Administrator shall mail them a check, in the amount of \$11.50 and drawn from the Cash Payment Account, to the mailing address provided in their Cash Election form or, if a complete mailing address is not provided in their Cash Election form, to the mailing address included for them in the Class List as updated.

- d. For Cash Payment Electors who submit their Cash Elections electronically via the Settlement Website, they shall be given the option—electronically, immediately following the submission of their Cash Election—to receive their payment by: (i) mailed check; or (ii) direct credit to a PayPal account, as provided by the Cash Payment Elector. The option for receiving payments in these forms shall be presented to the Cash Payment Elector after the Cash Election has been completed and submitted. The default, if no option is selected, will be that the Cash Payment Elector will receive their payment by mailed check, and the failure to make a selection as to the form of receiving the cash payment shall not invalidate a Cash Payment Elector’s Cash Election.
 - i. For online Cash Payment Electors who elect to receive their payment by mailed check or who make no election regarding the form of their cash payment, within forty-five (45) days following the Effective Date, the Settlement Administrator shall mail them a check, in the amount of \$11.50 and drawn from the Cash Payment Account, to the mailing address provided in their Cash Election form or, if a complete mailing address is not provided in their Cash Election form, to the mailing address included for them in the Class List as updated.

- ii. For online Cash Payment Electors who elect to receive their payment by direct credit to a PayPal account, within forty-five (45) days following the Effective Date, the Settlement Administrator shall cause the PayPal account provided by the Cash Payment Elector to be credited in the amount of \$11.50, paid from the Cash Payment Account. To the extent the Settlement Administrator is unable to successfully effect a direct credit to the PayPal account provided by a Cash Payment Elector, the Settlement Administrator shall promptly cancel the relevant crediting and mail them a check, in the amount of \$11.50 and drawn from the Cash Payment Account, to the mailing address provided in their Cash Election form or, if a complete mailing address is not provided in their Cash Election form, to the mailing address included for them in the Class List as updated.
- e. Mailed payment checks to Cash Payment Electors shall be valid for ninety (90) days. To the extent any payment checks are returned with forwarding address information, the Settlement Administrator shall re-mail a check to the new address indicated. To the extent any payment checks are returned undeliverable without forwarding address information, the Settlement Administrator shall make reasonable efforts to promptly identify an updated address and promptly re-mail a check to the extent an updated address is identified. Upon request by a Cash Payment Elector made at least ten (10) days prior to expiration of the initial, un-negotiated check and as appropriate, the Settlement Administrator shall re-issue and re-mail un-negotiated payment checks. The expiration date for any re-issued checks shall be later of: (a) the

expiration date of the initial, un-negotiated check; or (b) thirty (30) days after issuance of the re-issued check.

- f. Any amounts remaining in the Cash Payment Account after the expiration date for all checks issued pursuant to this Settlement shall remain the property of McAfee. Pursuant to the provisions herein, the Parties agree that all Class Members waive and abandon any ownership interest in any checks not negotiated by the expiration date printed on them and further agree that no obligation has been generated or proven with respect to such non-negotiated checks.

32. Any member of the Auto-Renewal Class who is not a Cash Payment Elector (“Non-Cash Electors”) shall receive the Settlement Benefit in the form of a \$11.50 Value Certificate, to be sent by the Settlement Administrator within forty-five (45) days of the Effective Date, as follows:

- a. except for those Non-Cash Electors covered by subsection b of this Paragraph 32, the Value Certificate (including a corresponding redemption code) shall be sent via email to the email address included for them in the Class List; or
- b. for those Non-Cash Electors for whom the Settlement Administrator received notice that their email Short Form Notice # 1 was not received (i.e., a “bounce-back”), the Value Certificate shall be sent via first class mail to the mailing address included for them in the Class List as updated.

33. The redemption codes for the Value Certificates described in Paragraph 32, above, may be applied to any purchase from McAfee of any McAfee or Intel Security consumer products, including McAfee or Intel Security consumer software licenses (including new

purchases, manual renewals, or auto-renewals).⁴ Such Value Certificates shall be valid for 150 days after issuance, must be used in a single purchase, are not redeemable for cash, and cannot be transferred. McAfee shall provide an appropriate mechanism to allow Non-Cash Electors to apply the Value Certificates to their next McAfee software auto-renewal, regardless of whether such auto-renewal is scheduled to occur before or after the Value Certificate expiration date. The Value Certificates may be applied to discounted and promotional pricing offered by McAfee, to a minimum price of zero (i.e., no cash refund will be available if use of a Value Certificates would drop a transaction below \$0.00).

34. The Value Certificates received by the Non-Cash Electors shall not be considered a “gift certificate” as that term is used in California Civil Code sections 1749.45-1749.6, 12 CFR 205.20, or any other federal or state law, statute, or regulation which imposes requirements on gift certificates or gift cards. The parties agree that the Value Certificates received by the Non-Cash Electors shall not be subject to any such law (including, but not limited to, California Civil Code sections 1749.45-1749.6 and 12 C.F.R. § 205.20). For the avoidance of doubt, any law, statute, or regulation which precludes the sale or issuance of gift certificates or gift cards with expiration dates does not apply to the Value Certificates received by the Non-Cash Electors; as provided herein, the Value Certificates received by the Non-Cash Electors will expire 150 days after issuance, and the Parties agree that the expiration of the Value Certificates does not violate

⁴ The Value Certificates will not be usable for purchases through TrueKey (www.truekey.com) or for purchases made through McAfee’s in-product payment tool. With respect to the in-product payment tool, for the full duration of the time period in which any Value Certificates are redeemable, McAfee will either: (a) (i) include language, at the point of sale in the in-product payment tool, notifying customers that if they wish to redeem a Value Certificate in connection with their purchase, they must make their purchase through a different McAfee purchase channel, and (ii) provide a link that redirects the customer to a different McAfee purchase channel where the product in question is available to that customer for the same price at which it is available to them through the in-product payment tool and where the Value Certificate can be redeemed; or (b) disable the in-product payment tool entirely.

any federal or state laws. The Named Plaintiffs and all Class Members agree that they will not assert or claim that the Value Certificates received by the Non-Cash Electors are subject to California Civil Code sections 1749.45-1749.6, 12 CFR 205.20, or any other federal or state law, statute, or regulation which imposes requirements on Value Certificates and hereby release McAfee from any such claims.

35. Each member of the Auto-Renewal Class agrees that he or she is solely responsible for his or her tax liability, if any, under federal and state tax laws arising from the conferral of the Settlement Benefits described above. McAfee shall have no obligations regarding taxes or the taxability of any payments to the members of the Auto-Renewal Class pursuant to this Settlement. McAfee makes no representations or warranties, express or implied, to any member of the Auto-Renewal Class regarding the tax consequences of the conferral of the Settlement Benefits described above, and members of the Auto-Renewal Class have not relied on any such representation or warranty.

36. The Parties agree to negotiate in good faith to resolve any dispute by a Class Member concerning any relief the Class Member alleges he or she is entitled to under this Settlement Agreement (“Dispute”). A Dispute shall be initiated by serving a written notice on Class Counsel (unless the Dispute is initiated on the Class Member’s behalf by Class Counsel) and counsel for McAfee postmarked within thirty (30) days of the action and/or inaction giving rise to the Dispute (“Notice of Dispute”). The Notice of Dispute shall include such Class Member’s name, address, telephone number and a detailed description of the Dispute. Any Dispute that the Parties cannot resolve between themselves may be submitted to the Court, which will retain jurisdiction to resolve any such Dispute. Objections to the Settlement filed by Class

Members pursuant to Paragraph 20 shall not constitute Disputes, and the provisions of this paragraph shall not be applicable to such objections.

37. In addition to the Settlement Benefit described above, McAfee agrees to do the following:

- a. For two (2) years following final approval by the Court of the Settlement, McAfee will include at the point of sale in any sales process involving sales made by McAfee (for clarity, excluding retailers or other third parties, whether or not contractually permitted to sell McAfee software products) at a discount off a reference price and subject to automatic renewal (including for sales made through the McAfee website and through the in-software purchase path), the following or materially similar language: “Your subscription(s) will be automatically renewed at the undiscounted subscription price in effect at the time of renewal. The subscription price is subject to change.” A hyperlink shall be provided that links to a webpage that includes the current undiscounted subscription price for the applicable McAfee software or McAfee shall display the undiscounted subscription price (labeled the “undiscounted subscription price”) for the applicable McAfee software on the point of sale webpage. Substantially similar disclosures will be added to a FAQ or informational page on McAfee’s website, to notices sent by McAfee to subscribers in connection with automatic-renewal, and to McAfee’s End User License Agreement.
- b. For two (2) years following final approval by the Court of the Settlement, where McAfee itself (for clarity, excluding retailers or other third parties,

whether or not contractually permitted to sell McAfee software products) includes a reference price in its promotions, notices, advertisements or at the point-of-sale (including through the McAfee homepage and through the in-software purchase path), for any McAfee software product offered by McAfee to United States consumers: (a) McAfee will use as such reference price only a price at which McAfee has offered that software product on the McAfee homepage to the public for at least 45 days within the preceding calendar quarter; and (b) McAfee will offer that software product on the McAfee homepage to the public at a non-sale price for at least 45 days within the current calendar quarter. For the avoidance of doubt, nothing in the foregoing will restrict McAfee's right to revise its list or non-sale prices at any time, provided that such list or non-sale prices may be used as a reference price only once re-established according to the terms of this paragraph. Thus, and as an example only, McAfee could offer a software product at a non-sale price of \$90 for at least 45 days in Q1, at a sale or discount from \$90 to \$60 for 45 days in Q2, and also in Q2 revise its list pricing to offer a non-sale price for such product of \$95 for 45 days of Q2, after which McAfee could offer a sale or discount from \$95 to \$65 for 45 days in Q3 for the product.

VII. ATTORNEYS' FEES AND EXPENSES; SERVICE AWARDS FOR NAMED PLAINTIFFS

38. In addition to the payments and other benefits for the Class Members described above, Class Counsel may seek from the Court, and McAfee agrees that it will not oppose, an award of attorneys' fees and costs not to exceed \$2,400,000 in total. The Parties negotiated this amount at arms-length with the assistance of mediator Eric Green after agreement was reached

on the settlement benefits for the Auto-Renewal Class and the Reference Price Class. Class Members agree that they will not seek, by motion to the Court or otherwise, attorneys' fees or costs in excess of, in addition to, or beyond \$2,400,000.

39. McAfee shall make a payment to Class Counsel of the total attorneys' fees and costs awarded by the Court, not to exceed \$2,400,000, by wire transfer to an account designated by Class Counsel, within seven (7) days after the later of the Effective Date and Class Counsel's provision to McAfee of the requisite wire transfer instructions.

40. Class Counsel shall be solely responsible for allocating any Court-awarded attorneys' fees and costs and distributing each participating firm's allocated share of such attorneys' fees and costs to that firm, and McAfee shall have no responsibility for distribution of attorneys' fees and costs among participating firms. Except as set forth herein, McAfee shall have no other payment obligations owed to Class Counsel or any other counsel for Class Members relating to the Litigation for any amount, individually or collectively, directly or indirectly, however denominated or for whatever purpose incurred.

41. Class Counsel may seek from the Court, and McAfee agrees not to oppose, service awards, in an amount not to exceed \$1,250 each, for the Named Plaintiffs, to compensate them for their time and commitment in the Litigation. Any application for service awards will be based on the Named Plaintiffs' time and commitment in the Litigation, and not on their support for the Settlement Agreement. The Named Plaintiffs shall not receive more than \$1,250 each, in addition to any recovery to which they are entitled pursuant to Section VI of this Settlement Agreement. McAfee shall have no other payment obligations owed to the Named Plaintiffs for any amount, individually or collectively, directly or indirectly, however denominated or for whatever purpose allegedly incurred. Any service awards granted by the Court, not to exceed

\$1,250 each, shall be remitted by McAfee to Class Counsel at the same time and in the same manner that McAfee makes payment to Class Counsel pursuant to Paragraph 39 above. Class Counsel shall be responsible for distributing the service awards to the Named Plaintiffs.

42. Class Counsel shall file their application for attorneys' fees and costs, and for any service awards for the Named Plaintiffs, within fifteen (15) days following the Notice Date. After it is filed, such application shall be posted on the Settlement Website.

43. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs, or the payment of service awards, in the amounts that Class Counsel requests, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No order of the Court declining to approve, in whole or in part, the payment of attorneys' fees and costs or the payment of service awards, or modification or reversal or appeal of any order of the Court that has the effect of declining to approve, in whole or in part, the payment of attorneys' fees and costs or the payment of service awards, shall constitute grounds for cancellation or termination of this Settlement Agreement.

VIII. THE RELEASE AND COVENANT NOT TO SUE

44. On the Effective Date of this Settlement Agreement, for good and valuable consideration to the McAfee Released Parties, the receipt and sufficiency of which is hereby acknowledged, Named Plaintiffs and (insofar as possessing rights on behalf of a Named Plaintiff) their respective current and former spouses, assigns, heirs, successors, attorneys, executors, trustees, agents, personal and legal representatives, subsidiaries, affiliates, officers, directors, and employees (the "Named Plaintiff Releasing Parties") fully and forever release, acquit, and discharge McAfee and its affiliates, parents, and subsidiaries, its and their respective owners, shareholders, parents, affiliates, subsidiaries, divisions, predecessors, successors, assigns, insurers, employees, contractors, administrators, brokers and vendors (with regard to the

brokers/vendors' provision of services to or on behalf of McAfee), agents (including but in no way limited to any person or entity that Named Plaintiffs have alleged to be an agent of McAfee), officers, directors, principals, law firms, and legal representatives, as well as the heirs, personal representatives, executors, administrators, predecessors, successors, and assigns of each of the foregoing, and all persons acting by, through, under, or in concert with them, or any of them, in each case past and present (collectively referred to as the "McAfee Released Parties") collectively, separately, individually and severally, from any and all accusations, actions, agreements, allegations, arbitrations, causes of action, charges, claims, contracts, controversies, damages, demands, disputes, grievances, judgments, liabilities, liens, obligations, promises, and rights of any and every kind, whether based in common law, contract, equity, tort, statute, or on any other theory of recovery, whether known or unknown, whether fixed or contingent, and including suits of any kind whatsoever, as well as all forms of relief and remedies, including all benefits, civil penalties, claims in equity and for equitable relief, costs, damages (including compensatory, exemplary, general, liquidated, punitive, special, and statutory damages), debts, declarations, expenses, injunctions, interest, liabilities, losses, penalties, and attorneys' and other professionals' fees and disbursements, and any other form of relief or remedy in law or equity, of whatever kind or nature, including, without limitation, those (i) claiming compensation, money damages, equitable or other type of relief; (ii) based on any federal, state, or municipal statute, law, ordinance, or regulation; (iii) based on common law or public policy; or (iv) sounding in tort or contract, whether oral or written, express or implied, law or equity, statutory or common law, or any other causes of action (collectively "Claims") that any Named Plaintiff Releasing Party, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the McAfee Released Parties from the beginning of the

world through the Effective Date (collectively, the “Named Plaintiff Released Claims”). It is expressly intended and understood by the parties that this Settlement Agreement is to be construed as a complete settlement, accord, and satisfaction of the Named Plaintiff Released Claims.

45. On the Effective Date of this Settlement Agreement, in consideration of the benefits provided pursuant to this Settlement Agreement, the receipt and sufficiency of which are hereby acknowledged, except insofar as, and only to the extent that, a Class Member has submitted a timely and valid request to be excluded from the Auto-Renewal Class and/or the Reference Price Class pursuant to Paragraph 15 above, all Class Members, and (insofar as possessing rights in this Litigation on behalf of a Class Member) their respective current and former spouses, assigns, heirs, successors, attorneys, executors, trustees, agents, personal and legal representatives, subsidiaries, affiliates, officers, directors, and employees (collectively, the “Class Member Releasing Parties”) fully and forever release, acquit, and discharge the McAfee Released Parties, collectively, separately, individually and severally, from any and all Claims (i) arising from or relating directly or indirectly to the facts alleged or asserted in the Litigation, or (ii) which were or could have been asserted based on the facts asserted in the Litigation, and including but in no way limited to any claims related directly or indirectly to those claims raised by Plaintiffs in any pleading, motion, or brief, which the Class Member Releasing Parties, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the McAfee Released Parties from the beginning of the world through the Effective Date (collectively, the “Class Member Released Claims”). It is expressly intended and understood by the parties that this Settlement Agreement is to be

construed as a complete settlement, accord, and satisfaction of the Class Member Released Claims.⁵

46. Upon the Effective Date of this Settlement Agreement, for good and valuable consideration to the McAfee Released Parties, the receipt and sufficiency of which is hereby acknowledged, the McAfee Released Parties fully and forever release, acquit, and discharge the Named Plaintiffs, collectively, separately, individually and severally, from any and all manner of Claims that any McAfee Released Party, whether directly, representatively, derivatively, or in any other capacity, ever had, now has, or hereafter can, shall, or may have against the Named Plaintiffs, from the beginning of the world through the Effective Date.

47. All Releasing Parties acknowledge that they are releasing both known and unknown and suspected and unsuspected claims and causes of action and are aware that they may hereafter discover legal or equitable claims or remedies presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the allegations in and subject matter of the Litigation or otherwise with respect to the Released Claims. Nevertheless, it is the intention of all Releasing Parties to fully, finally, and forever settle and release all Released Claims which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in the Litigation) from the beginning of the world through the Effective Date.

48. The releases by the Releasing Parties set forth in Paragraphs 44 to 47 shall be jointly termed the "Release." The Release shall be self-executing as of the Effective Date.

⁵ The Named Plaintiff Releasing Parties and Class Member Releasing Parties are referred to collectively herein as the "Releasing Parties." The Named Plaintiff Released Claims and Class Member Released Claims are referred to collectively herein as the "Released Claims."

49. The Releasing Parties hereby expressly acknowledge certain principles of law applicable in some states that limit the application of a release, including statutes or laws similar, comparable or equivalent to Section 1542 of the Civil Code of the State of California, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding the choice of law provision in this Settlement Agreement, and to the full extent that California or any other law may be applicable, the Releasing Parties hereby agree that the provisions of Section 1542 of the Civil Code of the State of California and all similar, comparable or equivalent federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable, are hereby knowingly and voluntarily waived and relinquished by the Releasing Parties. The Releasing Parties agree and acknowledge that this provision and the inclusion of unknown and unsuspected claims in the Release were separately bargained for and are essential terms of this Settlement Agreement and Release.

50. The Releasing Parties further covenant and agree that (i) they will not sue or bring any action or cause of action, including by way of third-party claim, cross-claim, or counterclaim, against any of the McAfee Released Parties in respect of any Released Claims; (ii) they will not initiate or participate in bringing or pursuing any class action against any of the McAfee Released Parties in respect of any Released Claims; and (iii) they will not voluntarily and knowingly assist any third party in initiating or pursuing a class action suit in respect of any Released Claims.

51. The Releasing Parties further covenant and agree that if a third party, including but not limited to any private attorney general or plaintiff pursuant to Section 17200 of the California Business and Professions Code, brings any claim released herein on their behalf, such Class Member Releasing Party or Named Plaintiff Releasing Party, as applicable, shall waive all right to monetary or other recovery of any kind from such claim, and hereby assigns any such recovery to McAfee.

52. The Release may be raised as a complete defense to bar any action, claim, or demand brought in contravention of this Settlement Agreement.

53. The Release does not bar any Releasing Party or McAfee Released Party from bringing an action, claim, or demand to enforce the terms of this Settlement Agreement.

54. It is expressly understood and acknowledged by the Parties that the provisions of the Release constitute essential and material terms of the Settlement Agreement to be included or incorporated by reference in the Final Order and Judgment entered by the Court.

IX. NO ADMISSION OF LIABILITY

55. McAfee denies Plaintiffs' allegations, denies that the Litigation is suitable for class treatment under any circumstances other than settlement, and denies liability to Plaintiffs. It is specifically agreed that the execution of this Settlement Agreement is not, and shall not be construed as, an admission of wrongdoing or liability by McAfee, an admission that McAfee violated any provision of law, or an admission that McAfee concedes that class treatment of the Litigation is appropriate under any circumstances other than settlement. McAfee considers it desirable that this action and the claims alleged therein be settled upon the terms and conditions set forth in this Settlement Agreement in order to avoid further expense and burdensome, protracted litigation, and to put to rest the Released Claims described herein.

X. TOTAL RELIEF

56. The Parties expressly agree that under no circumstances whatsoever shall McAfee be responsible for paying any monies, benefits, costs, expenses, or attorneys' fees in settlement of this Litigation other than as expressly provided for in this Settlement Agreement, nor will McAfee be required to take any action heretofore or incur any liability or pay an expense or be required to do any other thing, except as expressly provided herein.

XI. EVIDENTIARY EFFECT OF SETTLEMENT AGREEMENT

57. Neither this Settlement Agreement nor any related documents, negotiations, statements, or court proceedings shall be construed as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including but not limited to McAfee, or as a waiver by McAfee of any applicable defense to the merits of the claims asserted or to Named Plaintiffs' ability to maintain this action as a class action.

XII. CONFIDENTIALITY AND NON-DISPARAGEMENT

58. The Parties and their counsel shall not publicly disparage each other, and shall not issue any press release, solicit any media inquiries, or initiate any contact with Class Members, whether directly or through generally accessible platforms such as Facebook, regarding the Settlement or the Litigation. Class Counsel are not prohibited from identifying the settlement on their respective firm websites, with a link to the Settlement Website, or from responding to any inquiry initiated by a Class Member. If, after the motion for preliminary approval has been publicly filed, any party or their counsel receives any inquiry from the press regarding this Settlement, such party or counsel shall make no comment other than to say that the "Litigation has been settled to the mutual satisfaction of the Parties" and/or to refer the inquirer to the Settlement Website. For purposes of this paragraph, the press shall be defined to include both

traditional news outlets (print, radio, and television) as well as any agent of any internet website, including any “blog” or “vlog.”

XIII. CHOICE OF LAW

59. This Settlement Agreement, including the Exhibits hereto, shall be governed by the laws of the State of Delaware without regard to application of the choice of law rules of any jurisdiction. So long as this Settlement Agreement is valid and enforceable under the laws of the State of Delaware, the Parties agree that no statutory or common law of any other state shall be used to invalidate or render unenforceable any part of this Settlement Agreement.

XIV. MISCELLANEOUS PROVISIONS

60. The failure of any party to exercise any rights hereunder shall not constitute waiver of the right to the later exercise thereof, except as expressly provided herein. No delay on the part of any party in exercising any power or right hereunder will operate as a waiver thereof nor will any single or partial exercise of any power or right hereunder preclude other or further exercises thereof or the exercise of any other power or right, except as expressly provided herein.

61. The Parties agree to undertake their reasonable best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by court order or otherwise, to carry out the terms and objectives of this Settlement Agreement.

62. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

63. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of

interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

64. This Settlement Agreement constitutes the full and entire agreement among the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, promises, or warranties, written, or oral or otherwise, made by any party. No party shall be liable or bound to any other party for any prior representation, agreement, promise, or warranty, oral or otherwise, except for those that are expressly set forth in this Settlement Agreement. This Settlement Agreement shall not be modified in any respect except by a writing executed by and among the Parties. Each party has undertaken its own investigation of the relevant facts and law and has concluded that this Settlement Agreement is in the best interests of that party. No party has relied on any representation made by any other party in deciding whether to enter into this Settlement Agreement.

65. Each party hereto warrants and represents to the other that the party signing this Settlement Agreement on behalf of the respective Parties is duly authorized to sign this Settlement Agreement and that this Settlement Agreement is binding and enforceable as to each of the respective Parties.

66. This Settlement Agreement may be executed in separate counterparts without each party signing the same, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument, and each such counterpart shall constitute one and the same agreement; provided, however, this Settlement Agreement shall not be binding until it has been executed by everyone for whom a signature line has been provided. This Settlement Agreement shall become effective upon the Effective Date.

67. As agents for the receipt of communications among the parties relating to this Settlement Agreement, Plaintiffs appoint: (i) Roger N. Heller, Lief Cabraser Heimann & Bernstein LLP, 275 Battery Street, 29th Floor, San Francisco, CA 94111, rheller@lchb.com; and (ii) Robert Ahdoot, Ahdoot & Wolfson, PC, 1016 Palm Avenue, West Hollywood, CA 90069, rahdoot@ahdootwolfson.com, and McAfee appoints David Kurtzer-Ellenbogen, Williams & Connolly LLP, 725 12th Street, N.W., Washington, D.C. 20005, dkurtzer@wc.com. Any communication made in connection with this Settlement Agreement shall be deemed to have been served when: (a) sent by overnight delivery or registered or certified mail postage prepaid or delivered in person at the addresses designated in this paragraph; or (b) sent by email to the email addresses designated in this paragraph. The Parties may modify their designated agents for receipt of communications, by sending a communication regarding same in accordance with this paragraph.

IN WITNESS WHEREOF the parties and their counsel have caused this Settlement Agreement to be duly executed.

DocuSigned by:
Sam Williamson
6481A78AE6DB4D9...

Sam Williamson

Date: 7/14/2016

Samantha Kirby

Date:

Intel Security (formerly known as McAfee, Inc.)

Date:

By: _____
Title: _____
Date: _____

Reviewed and approved by

By: _____
Class Counsel

Date:

By: _____
Class Counsel

Date:

By: _____
Class Counsel

Date:

IN WITNESS WHEREOF the parties and their counsel have caused this Settlement Agreement to be duly executed.

Sam Williamson Date:

Samantha Kirby Date:

Intel Security (formerly known as McAfee, Inc.) Date:

By: _____
Title: _____
Date: _____

Reviewed and approved by

By: _____ Date:
Class Counsel

By: _____ Date:
Class Counsel

By: _____ Date:
Class Counsel

IN WITNESS WHEREOF the parties and their counsel have caused this Settlement Agreement to be duly executed.

Sam Williamson

Date:

Samantha Kirby

Date:

Intel Security (formerly known as McAfee, Inc.)
for Intel Corporation

Date:

By: Tanya Hunter
Title: Associate General Counsel
Date: July 14, 2016

Reviewed and approved by

By: _____
Class Counsel

Date:

By: _____
Class Counsel

Date:

By: _____
Class Counsel

Date:

IN WITNESS WHEREOF the parties and their counsel have caused this Settlement Agreement to be duly executed.

Sam Williamson

Date:

Samantha Kirby

Date:

Intel Security (formerly known as McAfee, Inc.)

Date:

By: _____
Title: _____
Date: _____

Reviewed and approved by

By: Michael Sobel / RAH
Class Counsel

Date: 7/14/16

By: _____
Class Counsel

Date:

By: _____
Class Counsel

Date:

IN WITNESS WHEREOF the parties and their counsel have caused this Settlement Agreement to be duly executed.

Sam Williamson

Date:

Samantha Kirby

Date:

Intel Security (formerly known as McAfee, Inc.)

Date:

By: _____
Title: _____
Date: _____

Reviewed and approved by

By: _____
Class Counsel

Date:

By:  _____
Class Counsel

Date: 7/14/2016

By: _____
Class Counsel

Date:

IN WITNESS WHEREOF the parties and their counsel have caused this Settlement Agreement to be duly executed.

Sam Williamson

Date:

Samantha Kirby

Date: July 14, 2016

Intel Security (formerly known as McAfee, Inc.)

Date:

By: _____
Title: _____
Date: _____

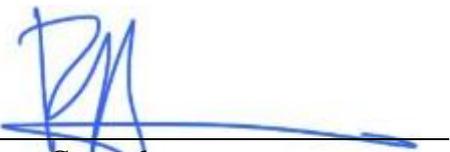
Reviewed and approved by

By: _____
Class Counsel

Date:

By: _____
Class Counsel

Date:

By: 
Class Counsel

Date: July 14, 2016