



## COUNTY OF SAN MATEO

## INTER-DEPARTMENTAL CORRESPONDENCE

DATE: September 19, 2001

HEARING DATE: October 2, 2001

 TO: Honorable Board of SupervisorsFROM: Luther Perry, CIO/Director of Information Services  
Extension 4234, Pony ISD120 SUBJECT: Adopt a resolution authorizing the Purchasing Agent to execute the necessary agreements for the County-wide Anti-Virus Software Purchase and Maintenance.RECOMMENDATION

- 1) Adopt a resolution authorizing the Purchasing Agent to sign a one year purchase order and maintenance agreement for the County-wide Anti-Virus Software at a cost not to exceed an amount of \$157,000;
- 2) Waive the Request for Proposal Process;
- 3) Waive the Equal Benefits Requirement; and
- 4) Approve an Appropriation Transfer Request (ATR) from ISD Equipment Reserves to Software License and Maintenance Expenses.

Background and Discussion

A computer virus is a program that attaches itself to, overwrites or otherwise replaces another program in order to reproduce itself without the knowledge of the user. Viruses are passed through documents and programs. They can travel through e-mail, floppy disks, over the network, via the Internet, or through any input device. While not all viruses destroy your hard drive and erase your computer memory, they can still cause damage to your system by randomly damaging data files or by occupying disk space which makes your processor run slower.

A comprehensive and coordinated anti-virus strategy is required to help ensure the County's IT infrastructure is protected from the costs and destructive impact of hostile viruses. Since 1998 the County has built its anti-virus strategy around Network Associates McAfee Anti-Virus software suite. Since June 2000 ISD has stopped over 1,000 viruses.

We are recommending that your Board waive the Request for Proposal Process as Network Associates McAfee Anti-Virus client software is currently installed on over 4,000 County workstations and servers. Additionally, the network Associates Anti-Virus suite is currently installed in over 48 counties in California. Working in partnership with CCISDA (California Counties Information Systems Directors Association) we are able to leverage statewide purchasing power resulting in a reduced licensing cost.

We are recommending that your Board waive the equal benefits requirement because although Network Associates does currently offer equal benefits to both spouses and domestic partners, they refuse to agree to the penalties assessed under the county ordinance should they fall out of compliance. Since County Manager has no authority to modify a county ordinance, we are recommending a waiver.

Fiscal Impact

The fiscal impact of this agreement is \$157,000. Of this amount, \$85,000 has been included in ISD's service charges; the remaining \$72,000 will be funded from ISD's equipment reserves. There will be no impact to Net County Cost.

County Counsel has reviewed the proposed agreement and resolution.

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH NETWORK ASSOCIATES, INC FOR THE COUNTY-WIDE ANTI-VIRUS SOFTWARE AND MAINTENANCE; WAIVING THE REQUEST FOR PROPOSAL PROCESS; AND WAIVING THE EQUAL BENEFITS REQUIREMENT.

---

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement between the County and Network Associates, Inc. for the County-wide Anti-Virus Software and Maintenance, in an amount not to exceed \$157,000;

**WHEREAS**, this Board has been presented with a form of Agreement and said Board has examined and approved same as to both form and content and desires to enter into same;

**WHEREAS**, this Board has determined that it is in the best interest of the County to waive the Request for Proposal Process;

**WHEREAS**, this Board has determined that it is in the best interest of the County to waive the requirement that the Contractor provide equal benefits to its employees as required by the County Ordinance Code;

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED**

1) that the formal Request for Proposal Process is waived; 2) the requirement for the provision of equal benefits as required by the San Mateo County Ordinance Code is waived; and 3) it is hereby authorized that the Purchasing Agent is authorized and directed to, execute said Agreement as is approved by the County Manager and the County Counsel for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

\* \* \* \* \*

**COUNTY OF SAN MATEO  
APPROPRIATION TRANSFER REQUEST**

REQUEST NO. \_\_\_\_\_

DEPARTMENT **INFORMATION SERVICES**

DATE **9/20/01**

**1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:**

	C O D E S		AMOUNT	DESCRIPTION
	FUND OR ORG.	ACCOUNT		
From	18662	8612	\$72,000.00	Departmental Reserves
To	18360	5215	\$72,000.00	Software License Maintenance Account

Justification. (Attach Memo if Necessary)

To transfer funds Departmental Reserves Account to Software License/Maintenance Account for the purchase of county-wide perpetual software for Virus Protection.

DEPARTMENT HEAD

BY: [Signature] DATE: 9/20/01

2.  Board Action Required       Four-Fifths Vote Required       Board Action Not Required

Remarks:

COUNTY CONTROLLER

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

3.  Approve as Requested       Approve as Revised       Disapprove

Remarks:

COUNTY MANAGER

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE — FOR BOARD OF SUPERVISORS' USE ONLY**

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. \_\_\_\_\_

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Ayes and in favor of said resolution:

Noes and against said resolution:

Supervisors: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Supervisors: \_\_\_\_\_  
 \_\_\_\_\_  
 Absent Supervisors: \_\_\_\_\_

ATTEST:

CHAIRMAN, BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

Clerk of Said Board

**DISTRIBUTION:**  
 WHITE — BOARD OF SUPERVISORS  
 GREEN — CONTROLLER  
 CANARY — COUNTY MANAGER  
 PINK — DEPARTMENT  
 GOLDENROD — TREASURER

ATR/AER Form

Controller's ATR Number \_\_\_\_\_

Department: INFORMATION SERVICES DEPARTMENT

Division: Communications

Type of Transaction: ATR AER

Status of Transporation: One-Time On-Going

Title: TRANSFER OF FUNDS FROM DEPARTMENTAL RESERVE TO SOFTWARE LICENSE/MAINTENANCE EXPENSE

Justification: To transfer funds from Departmental Reserves Account to Software License/Maintenance Expense Account for the purchase of county-wide perpetual software for Virus Protection.

TO BP : 18000 Total:\$ 72,000.00

From BP: 18000 Total:\$ 72,000.00

NET COUNTY COST 0

<u>From/To</u>	<u>Subobject</u>	<u>Account Description</u>	<u>Transfer Amount</u>
----------------	------------------	----------------------------	------------------------

From:			
18662	8612	Departmental Reserves	\$72,000.00
Total			\$72,000.00

To:

18360	5215	Software License/Maintenance Expenses	\$72,000.00
Total			\$72,000.00

Appropriation Totals			0
Revenue Totals			0
Net County Cost			0

# Network Associates, Inc. U.S. Perpetual Software License Agreement

Agreement Number \_\_\_\_\_

Networks Associates, Inc., a Delaware corporation doing business as Network Associates, Inc., 3965 Freedom Circle, Santa Clara, California 95054 ("NAI"), is entering into this Software License Agreement ("Agreement") with the following organization or individual ("Customer"):

Customer Name	San Mateo County
Address	Information Services Department 455 County Center, Third Floor Redwood City, CA 94063 Attention: Chris Flatmoe
Telephone:	
Telecopier:	

who wishes to license software products ("Products" as defined below) from NAI subject to the terms and conditions of this Agreement and the terms of any Product Order ("Order" as defined below) that Customer submits to NAI and NAI accepts.

## 1. DEFINITIONS

- A. "Anniversary Date" means the annual recurrence of the Delivery Date of a Product.
- B. "Delivery Date" means the date a Product is shipped from NAI to Customer.
- C. "Maintenance" means the provision by NAI, in exchange for payment by Customer of any applicable Maintenance fees.
- D. "Orders" for Product licenses may be submitted by Customer in a form acceptable to NAI. Any Orders shall expressly incorporate the terms and conditions of this Agreement, must be signed by Customer and are subject to acceptance by NAI. Customer's initial Order is attached hereto.
- E. "License" means a license which has a term commencing on the Delivery Date of a Product and continuing in perpetuity, subject to the terms of this Agreement.
- F. "Product" means a software program, software bundled with hardware, and other software products marketed by NAI in machine readable form, unless otherwise specified. The Product means the version of the Product delivered on the Delivery Date only. However, if Maintenance is purchased with respect to a User License, then Product shall mean the last version of the Product released. If Maintenance is later discontinued, Product shall thereafter mean the last version of the Product released prior to such discontinuance. "Product" does not include any hardware included, bundled or sold in conjunction with any software program product.
- G. "Renewal Date" is the annual recurrence of the date on which the paid Maintenance period commenced.
- H. "User License" means a license to use the Product on any Customer owned workstation in North America for the number of users licensed. Each workstation and Node must have its own license.
- I. "Managed Services" means services delivered, directly or indirectly, by Customer for the management, operation, protection or supervision of all or a substantial portion of the information technology systems of a customer of Customer or other third party.
- J. "Node" means each server in the network and each desktop computer and thin client connected or connecting to the server(s) or the network.

## 2. GRANT

- A. Upon issuance of an Order by Customer and acceptance of the Order by NAI, NAI grants to Customer, and Customer accepts from NAI, a perpetual, non-assignable, non-exclusive right and license, without the right to grant sub-licenses, to use, solely for Customer's own internal business purposes, not including the provision of Managed Services, each Product set forth on each Order, subject to the terms of this Agreement. Customer's use of each Product shall be restricted to the number of User Licenses as set forth in the applicable Order. Products installed on a single un-networked workstation or personal computer requires only a single User License. The number of User Licenses necessary with reference to a network of computers served by such Product is determined by the number of Nodes on the network. A User License must be purchased for each Node. Except as provided in paragraph D below, concurrent usage of the Licensed Product is not permitted.
- B. Customer may reproduce, at no additional charge, for disaster recovery purposes, a reasonable number of copies of the Product. Customer will reproduce all confidentiality and proprietary notices on the Product and maintain an accurate record of the location of each copy of the Product.
- C. Customer agrees that it will not reverse engineer or decompile any Product. Customer shall not disclose the results of any benchmark test that it makes of the Product to any third parties without NAI's prior written consent. Customer shall not sell, lease, license, rent, loan or otherwise transfer, with or without consideration, the Licensed Product to any third party. Customer agrees not to copy the Licensed Product except as expressly permitted above or permit any third party to reproduce or copy the Licensed Product. Customer agrees not to permit any third party (other than third parties under contract with Customer which contains nondisclosure obligations no less restrictive than those set forth herein) to use the Licensed Product in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of the Licensed Product is made. Customer may not permit third parties to benefit from the use or functionality of the Licensed Product via a timesharing, service bureau or other arrangement, except to the extent such use is specified in the Order. Customer may not modify, or create derivative works based upon, the Licensed Product in whole or in part. No Maintenance shall be provided for any Licensed Product which has been modified by, or for, Customer without the prior written consent of NAI. NAI owns and retains all right, title and interest in and to the Licensed Product, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein.
- D. As to Licensed Products that are Magic Help Desk Products, the Order shall state the number of concurrent administrator seats licensed. The number of administrator seats is determined by counting the number of servers, desktop computers or thin clients from which help desk tickets may be received, answered or stored.
- E. As to Licensed Products that are Portable Sniffer Products, the number of Nodes/User Licenses required to License the Portable Sniffer is determined by counting the number of copies installed on laptops to be used by one user at any one time.

### **3. MAINTENANCE / SERVICES**

Upon execution of a Product Order, Customer will be invoiced for one full year of Maintenance which shall commence on the Delivery Date of the Product as further described in Schedule A herein. NAI may terminate its Maintenance obligations upon breach by Customer of any of its obligations; upon notice prior to the next Renewal Date; or upon termination of Maintenance to NAI's general customer base for the Product, provided that NAI gives reasonable notice to Customer of such termination. If Customer modifies any Product and it is determined by NAI that such modification has caused a malfunction in the Product, NAI shall not be obligated to provide Maintenance for the modified Product. PrimeSupport KnowledgeCenter, PrimeSupport Connect, PrimeSupport Priority and PrimeSupport Enterprise and other NAI installation and configuration services are available for an additional fee.

### **4. TERMS OF PAYMENT**

All License fees and Maintenance fees will be due net 30 days from date of receipt of an invoice. Service charges in the amount of the lesser of the maximum rate permitted by law or one and one-half percent (1-1/2%) per month, may accrue on all accounts past due by more than thirty (30) days. 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.

## **5. LIABILITY/WARRANTY**

- 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 Product licensed hereunder shall operate substantially in accordance with the specifications contained in the documentation that accompanies the Product. With respect to Products that include hardware, please refer to the Limited Hardware Warranty Addendum to the Agreement.
- B. NAI warrants that it has the right to license any Product licensed hereunder. NAI also warrants that the licensed Product does not infringe on any United States patent, trademark, or copyright of a third party and NAI hereby agrees to indemnify, protect, defend, and hold Customer harmless from all claims, suits, actions, losses, damages, judgments, costs and expenses which may be sustained by Customer for such infringement of a United States patent, trademark, trade secret, or copyright by NAI; provided that (i) Customer gives prompt written notice of any suit to NAI, (ii) NAI shall have sole control of the defense of any action or claim and all negotiations for settlement or compromise thereof and (iii) Customer reasonably cooperates in the defense of such action or claim. Customer may elect to participate in any such action with an attorney 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 the infringement by NAI of any such patent, trademark, trade secret, or copyright of a third party, 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, or (iii) if neither (i) or (ii) above is commercially feasible, in NAI's reasonable discretion, then NAI may terminate the License for the affected Product and issue to Customer a pro-rata refund of the License fees paid by Customer based on a useful life of five (5) years. If Customer does not notify NAI, as required herein, Customer's rights under this Section shall terminate.
- C. Customer agrees that, except as provided in Paragraph B above, NAI's liability for direct damages, if any, shall not exceed the initial License fees paid to NAI by Customer for use of the Product(s) under this Agreement.
- D. THE FOREGOING CONDITIONS AND WARRANTIES ARE IN LIEU OF ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, BY NAI OR ANY OTHER PARTY INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. NAI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, IN CONNECTION WITH OR ARISING FROM THE FURNISHING, PERFORMANCE, OR USE OF THE PRODUCT(S) OR SERVICES PROVIDED HEREIN, REGARDLESS OF ANY LAW AND/OR REGULATION WHICH STATES OTHERWISE. NAI SHALL HAVE NO LIABILITY OR OBLIGATION FOR ANY DAMAGES THAT ARISES FROM THE USE OF A PRODUCT AS PART OR IN COMBINATION WITH ANY DEVICES, PARTS OR SOFTWARE NOT PROVIDED BY NAI, THAT IS INCONSISTENT WITH THE DESIGNED PURPOSE OF THE PRODUCT. THE ABOVE EXCLUSIONS APPLY TO THE EXTENT THAT THE DAMAGES WOULD HAVE BEEN AVOIDED BUT FOR SUCH USE OR COMBINATION.

## **6. EXPORT LAW COMPLIANCE**

Customer has been advised that Products are subject to the U.S. Export Administration Regulations. Customer shall not export, import or transfer Products contrary to U.S. or other applicable laws, whether directly or indirectly, and will not cause, approve or otherwise facilitate others such as agents or any third parties in doing so. Customer represents and agrees that neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Customer's export privileges. Customer agrees not to use or transfer the Products for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license. The parties agree to cooperate with each other with respect to any application for any required licenses and approvals, however, Customer acknowledges it is Customer's ultimate responsibility to comply with any and all export and import laws and that NAI has no further responsibility after the initial sale to the Customer within the original country of sale.

## **7. NONDISCLOSURE**

- A. Customer agrees to receive and hold in confidence, and not disclose in any manner to third parties (other than third parties under contract with Customer which contains nondisclosure obligations no less restrictive than those set forth herein) all documents, disclosures and written or oral statements disclosed to it by NAI (collectively the



"Confidential Information") which shall be deemed confidential by NAI under any License unless clearly marked otherwise or is nonconfidential pursuant to Section 7B. Customer shall use any Confidential Information only internally within its own company in the pursuit of its own internal business interests. Customer shall not sell, lease, license or otherwise transfer, with or without consideration, any Confidential Information to any third party or permit any third party (other than third parties as set forth above) to reproduce or copy or otherwise use or see any Confidential Information in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of any Confidential Information is made. In addition, Customer agrees that it will not reverse engineer or decompile any Product. Customer shall not disclose the results of any benchmark test that it makes of the Product to any third parties without NAI's prior written consent.

- B. Customer shall provide reasonable assistance to NAI in the prosecution of any third parties who violate any of NAI's rights under this Agreement or rights provided by law with respect to any Product licensed hereunder 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. Customer shall not have any obligation to hold any information in confidence if the information was (1) rightfully disclosed to Customer without any obligation to keep such information confidential prior to execution of this Agreement, (2) in the public domain through no fault of Customer, or (3) is developed by Customer independently of any proprietary information contained in the Confidential Information.

#### **8. CUSTOMER REFERENCE**

NAI may identify Customer as a customer of NAI with prior written consent.

#### **9. GOVERNING LAW**

**This Agreement, including any Order, shall for all purposes be deemed subject to the laws of the State of California, USA.**

#### **10. AUDIT**

NAI reserves the right to periodically audit Customer to ensure that Customer is not using any Product in violation of this Agreement or any Order. During Customer's standard business hours and upon prior written notice, NAI may visit Customer and Customer will make available to NAI or its representatives any records pertaining to the Product to NAI. The cost of any requested audit will be solely borne by NAI, unless such audit discloses an underpayment or amount due to NAI in excess of five percent (5%) of the initial license fee for the Product, in which case Customer shall pay the cost of the audit.

#### **11. SEVERABILITY; WAIVER**

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect, such enforceability shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision(s) had never been contained herein. No term or provision hereof shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by both parties.

#### **12. ASSIGNMENT**

Customer may not assign this Agreement or any Order or otherwise convey any rights or obligations under this Agreement. NAI may assign this Agreement, in whole or in part, including without limitation, in connection with the transfer of assets to a wholly or majority owned business unit of NAI which sells one or more of the Products.

#### **13. NOTICE**

Any notice or other communication required or permitted hereunder shall be given in writing to the other party at such address as shall be given by either party to the other in writing. Such notice shall be deemed to have been given when (i) delivered personally, (ii) sent via certified mail (return receipt requested) (iii) sent via cable, telegram, telex, telecopier, fax (all with confirmation of receipt), or (iv) by recognized air courier service.

#### **14. TERM AND TERMINATION**

The terms of this Agreement shall commence on the date it is executed by NAI and shall continue in effect until terminated as provided herein. This Agreement and any License for a Product may be terminated by NAI in the event that Customer is in default under any License hereunder. Upon termination of any License hereunder, Customer shall return the Product (and any copies made pursuant to Section 2) and all related documentation to NAI. The provisions of Sections 4. Terms of Payment, 5. Liability/Warranty, 7. Nondisclosure, and 10. Audit, shall survive termination of this Agreement or any individual License.

**15. ENTIRE AGREEMENT**

The Agreement and the applicable Order(s) constitute the entire agreement between the parties for a License to use a Product, and will become binding upon NAI when signed by an authorized representative of NAI. NAI shall not be bound by any additional provisions that may appear in Customer's purchase order, acknowledgment of the purchase order, or any other communication between Customer and NAI. This Agreement supercedes any license agreement delivered with the Product or any update or revision thereto. There are no understandings, agreements or representations not specified herein or in any Order with respect to a License or a Product licensed hereunder. This Agreement or any Order may not be modified, except by a written addendum signed by duly authorized representatives of both parties.

**BY SIGNING BELOW, BOTH PARTIES AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.**

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

**SAN MATEO COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**U. S. PERPETUAL SOFTWARE LICENSE AGREEMENT**

**SCHEDULE A**

Business Unit: \_\_\_\_\_

Dated: \_\_\_\_\_

Qty.	SKU/Description	Unit Price	Extended Price
4250	<i>Network Associates – AVD Active Virus Def Ste Perpetual 200001-50000 AVDCBE-AA_L</i>	\$27.00	\$114,750.00*
4250	<i>Network Associates Enterprise Support One Year- AVD-SOM-AA</i>  *Plus any applicable tax	\$7.02	\$29,835.00*
<b>Total</b>			<b>\$144,585.00*</b>

**Additional Terms:**

1) In no event shall total payment under this Agreement exceed \$157,000.00.

2) **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. NAI shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject NAI to penalties, to be determined by the County Manager, as follows: i) termination of this Agreement and ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to three (3) years as determined by the County Manager. To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine NAI's employment records with respect to compliance with this paragraph, provided that NAI is (i) given prior written notice of any examination request and (ii) County agrees to maintain the confidentiality of any information disclosed from any such review of NAI's records.

NAI shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such thirty (30) days such entity has not notified NAI that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. NAI shall provide County with a copy of its response to the Complaint when filed.

**This Schedule is governed by the terms of the U. S. Perpetual Software License Agreement to which it is attached.**

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

**SAN MATEO COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_