

Trellix Cloud Service Schedule

This Schedule to the Cloud Services Agreement (“CSA”) applies specifically to Trellix branded Cloud Services provided by the Company (as defined in the Agreement) (“We,” “Us,” or “Our”).

- (i) **Support Plans** under which We will provide Support to You are set out in **Part A**.
- (ii) **Additional Product Specific Conditions** are set out in **Part B**.
- (iii) In the case of conflict between the CSA and this Schedule, the CSA will prevail to the extent of any inconsistency.

1 DEFINITIONS

“**Customer Logs**” means any communications, logs and other content and information that You or anyone using Your account contributes to or through the Helix Console.

“**Email Subscription**” means the scanning, filtering, and delivery of email by the Trellix Email Threat Prevention Subscription or the Trellix Email Security – Cloud Edition Subscription.

“**Helix Console**” means Helix's WebUI that is accessed via a browser on an Internet connected device. The WebUI is the interface where users can view and respond to alerts, perform investigations, respond to threats, create reports, as well configure settings for their Helix instance.

“**Licensed Inboxes**” means the number of email inboxes You may have at any time that are registered to the Email Subscription, which maximum number shall be based on the Subscription level You have purchased.

“**Submissions**” are files or other artefacts submitted to the IVX Product by You for processing.

PART A – SUPPORT PLANS

We will provide Support to You at the support level you have purchased in accordance with the Thrive Service Description. The Support and/or any Support terms may be updated from time to time provided that the updates do not materially reduce the level of performance, functionality, or availability of the Support during the Subscription Period.

PART B – ADDITIONAL PRODUCT SPECIFIC CONDITIONS

1. Helix (SaaS) (“Helix”)

This section applies to the Trellix Helix Product offering.

1.1. Customer Logs.

- 1.1.1. Subject to payment of fees for the Helix Subscription, We will provide You with credentials to enable access to the Helix Subscription. You may upload Customer Logs to the Helix console (“**Helix Console**”). Customer Logs are Your property, and other

than the licenses granted in the CSA, We do not obtain any ownership rights in Customer Logs.

- 1.1.2. We will retain Customer Logs for a period of thirteen (13) months from the earlier of the date when the Customer Log was received and the end of the Helix Subscription term. Subject to Your payment of additional fees, We will store Customer Logs for a longer period, as set forth in the order for such extended storage.

1.2. Helix Alerts.

- 1.2.1. Some features of the Helix Subscription may generate alerts of suspected malicious activity (each, a “**Helix Alert**”). Helix Alerts are Our property. We hereby grant to You a limited, non-exclusive right to use Helix Alerts, and reproduce and distribute those Helix Alerts internally for Your own business purposes.

1.3. Custom Parsers

- 1.3.1. If You request that We create or assist with creating custom parsers for use with the Subscription, then upon mutual agreement, We will accommodate that request at the rates quoted at the time of the request.

1.4. Fees.

- 1.4.1. Fees for the Helix Subscription are divided into “Tiers” based on the volume of events processed through the Helix Subscription per second (“**Event Volume**”). If at any point during the Subscription term, Your Event Volume exceeds the Tier upon which Your Helix Subscription fees were based, We will not guarantee that Customer Logs in excess of the purchased Tier will be ingested and processed by the Helix Subscription.
- 1.4.2. When the Event Volume is in excess of the paid Tier, the Customer Logs will enter a queue. Excessive queueing may cause Customer Logs to be lost from the queue. If, at any point during the Subscription Period, Your average Event Volume for any consecutive thirty (30) day period exceeds the Tier upon which Your Helix Subscription fees were based, We or our Authorized Partner may issue a true-up invoice for the pro-rated difference between the fees already paid for that Subscription term and Our list prices for the fees for the Tier associated with Your actual Event Volume for that thirty (30) day period, pro-rated to reflect that thirty (30) day period and the remainder of the Subscription Period and you must pay that invoice in accordance with section 6 of the CSA. Until such time that the True Up invoice is paid in full, the Helix Subscription will continue to ingest and process only the Event Volume of the purchased Tier, allowing any excess Customer Logs to enter queueing conditions. The Tier for any Renewal Subscription Period will be the Tier associated with the actual Event Volume for the immediately preceding Subscription Period.
- 1.4.3. At the end of the initial Subscription Period and each Renewal Subscription Period, We may true-up fees for that Subscription Period, and if the average monthly Event Volume for that Subscription Period exceeds the maximum Event Volume for the Tier for which You previously paid fees, then We will issue a true-up invoice reflecting the difference between the fees already paid for that Subscription Period and the fees for the Tier associated with Your actual Event Volume.

2. **Trellix Email Threat Prevention And Email Security**

This Section applies to the products identified in the table below:

Name
Email Threat Prevention Subscription
Email Security – Cloud Edition Subscription

2.1. **Restrictions**

- 2.1.1. Unless You have purchased the anti-virus/anti-spam add-on of the Email Subscription, You shall route email through a commercially available secure email gateway for anti-spam scanning prior to relay through Our network.
- 2.1.2. We may, at Our discretion, limit the volume of email traffic flowing through the Email Subscription to help avoid service outages. To the extent permitted by applicable law, We shall not be liable for any delays in the delivery of incoming or outgoing email through the Email Subscription. No rights or licenses are granted other than as expressly and unambiguously set forth herein.

2.2. **True Up**

- 2.2.1. We reserve the right to audit Your use of the Email Subscription to ensure compliance with this Agreement.
- 2.2.2. If at any point during the Subscription Period, Your usage exceeds the limits for the Product Entitlement You have purchased in three (3) or more calendar days in any consecutive thirty (30) day period, We may issue a true-up invoice for the pro-rated difference between the fees already paid for that Subscription Period and Our list prices for the excess usage, pro-rated to reflect that thirty (30) day period and the remainder of the Subscription Period and You must pay that invoice in accordance with section 6 of the CSA .
- 2.2.3. At the end of each Subscription Period, We may true-up fees for that Subscription Period, and if the average monthly usage for that Subscription Period exceeds the purchased usage limits, then We or our Authorized Partner will issue a true-up invoice reflecting the difference between the fees already paid for that Subscription Period and the fees for Your actual usage.
- 2.2.4. The fees for any renewal Subscription Period will be quoted at the usage associated with the actual usage for the immediately preceding year of the Subscription Period.

3. **Trellix IVX**

With respect to IVX, You may purchase either on a Total Submissions or a Per-User basis.

- 3.1. “Total Submissions Basis” means You may use the IVX Product for up to the number of Submissions purchased and for the term, as stated on the applicable Grant Letter (if no term

is stated on Your Grant Letter, the Term will be one (1) year from the date of Your Grant Letter).

- 3.2. “Per-User Basis” means Your purchasing of IVX on a per-User basis in which you may use the IVX for up to twenty (20) Submissions per User per month of the Term, aggregated across all of Your Users. For the Per-User Edition of IVX, We reserve the right to limit the volume of Submissions within a specific time period at Our sole discretion to ensure performance of the IVX Product.

-End of Schedule-