# EXHIBIT C NFR PRODUCT SUPPORT SERVICES

This Exhibit sets forth the terms and conditions for Participant's entitlement to support services for NFR Products during the Term. Capitalized terms used in this Exhibit have the meanings assigned to them in this Exhibit or elsewhere in this Agreement. This Exhibit C does not apply to support of integration of Participant Product or development of Participant Implementation.

#### ARTICLE I. DEFINITIONS

- **"Bug Fix"** means any modification or revision to a Participant Implementation that corrects an error or provides other incidental corrections.
- **"Case"** means a single support issue and the reasonable efforts needed to resolve it such as technical assistance provided by Trellix personnel to Participant regarding questions, clarifications, problems, Bug Fixes, status of Case and escalation of Case with respect to the NFR Product. If a Case consists of multiple issues, each subordinate issue shall be considered a separate Case. A Case may require multiple telephone calls and off-line research to achieve final resolution. Trellix has the right to close a Case if it determines that (a) the Case is not a problem but an enhancement request; (b) the Case is not a problem but an inherent feature of the product; or (c) a workaround was provided for resolution.
- **"Enhancement"** means a change, addition or new release, other than a maintenance modification or Bug Fix to an NFR Product, which adds new functions or features, or improves functions or performance by changes to system design.
- **"Hardware"** means either tangible Participant Product or tangible product previously purchased by Participant from Trellix.
- **"Standard Business Hours"** means 9:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding observed U.S. holidays.

#### ARTICLE II. SERVICE RESPONSIBILITIES OF TRELLIX

- Trellix will provide support via its web-based service portal or electronic mail, as appropriate, during Trellix Standard Business Hours. Support outside of Trellix Standard Business Hours can be provided on a Case by Case basis as agreed by Trellix, subject to Trellix's then current rates.
- Trellix may provide access to engineers ("Participant Support Engineers") familiar with NFR Products to provide additional support and basic problem resolution services to Participant. Trellix may provide Participant with software to assist with problem diagnosis and/or resolution. Such software is the property of Trellix and will be returned to Trellix promptly upon request.
- Trellix may provide Participant a method for communication of additional Case information for NFR problems encountered by Participant.
- Trellix will make Bug Fixes available to Participant via electronic access or delivery. Instructions for retrieving a Bug Fix may be obtained from the Trellix Participant Support Engineer. If electronic access to or delivery of a Bug Fix is not successful, Participant may request that the Bug Fix be sent by next day delivery service or some other shipment medium.
- The availability of Support Services for Participants may vary, including limits on the hours or days of the week during which support is available.
- All Services will be provided remotely from Trellix to Participant locations, unless otherwise agreed in writing by the Parties.
- Where an on-site visit to a Participant location is mutually agreed upon by the Parties, Participant will be billed for fees which represent Trellix's then current pricing for such on-site visits.

• All Support Services will be provided in the English language unless otherwise agreed to by Participant and Trellix.

### ARTICLE III. SERVICE RESPONSIBILITIES OF PARTICIPANT

- Participant will pay the fees in accordance with the Agreement.
- Participant will provide appropriately qualified staff to work with the Trellix.
- Participant agrees to provide Trellix with sufficient information to attempt to resolve the issue.
- Participant shall provide such information as a brief description of the issue being reported, issue classification, date upon which the issue was first encountered, date the issue is being reported, manner in which the issue was isolated and reproduced, and, if available, provide the test program that exhibits the issue.
- Participant will provide an internal escalation process to facilitate communication between management levels in Trellix and Participant as appropriate, including personnel contact list.
- Participant will provide Trellix feedback at Trellix's sole discretion.
- Participant will provide Trellix access to Participant developed software as needed to resolve Cases reported by Participant.
- Participant will provide, upon Trellix's request, an appropriate quantity of Participant Product to Trellix, for Trellix's use in providing Support to Participant. Inability of Trellix to access Participant software will result in delay of support and/or the inability to resolve the case.
- Upon mutual agreement of the parties, Participant will facilitate access to Participant software or affected Participant Products such that problems may be diagnosed remotely via the Internet or via modem access.
- Participant may log, monitor, and update Cases electronically via Trellix Support portal.

## ARTICLE IV. SUPPORT SERVICES NOT COVERED; ACKNOWLEDGEMENTS

- Support for any Hardware or Software other than NFR Products to which Participant is entitled to acquire from Trellix under this Agreement.
- Support for Participant Implementation.
- TRELLIX SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATED TO SUPPORT SERVICES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

-End-