

## **EXHIBIT D**

### **SIA ENGINEERING SUPPORT SERVICES FOR PARTICIPANT IMPLEMENTATION**

This Exhibit D only applies to support by Trellix SIA Engineering Technical Support of integration of the 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 commercially 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 Participant Implementation. 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; (c) a workaround was provided for resolution; (d) the support services for the Case are not covered under this Exhibit D; or (e) a commercially reasonable solution is not available.
- **“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.
- **“Trellix”** in this Exhibit D refers to Trellix SIA Engineering Technical Support

#### **ARTICLE II. SERVICE RESPONSIBILITIES OF TRELLIX**

- After receipt of a request to support a Participant Implementation, Trellix will use commercially reasonable efforts provide requested support, but any such support is provided ‘AS IS’, without any warranty express or implied, and with all faults.
- Support will be provided via a 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 will provide access to engineers (“SIA Support Engineers”), who will provide support and basic problem resolution services to Participant for the Participant Implementation. 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 will provide Participant a method for communication of additional Case information for Participant Implementation problems encountered by Participant.
- Trellix may make Bug Fixes available to Participant via electronic access or delivery. Instructions for retrieving a Bug Fix may be obtained from the SIA 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 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.
- All Support Services will be provided in the English language unless otherwise agreed to by Participant and Trellix.

### **ARTICLE III. SERVICE RESPONSIBILITIES OF PARTICIPANT**

- After receipt of a request to support a Participant Implementation, Trellix will use commercially reasonable efforts provide requested support, but any such support is provided 'AS IS', without any warranty express or implied, and with all faults.
- Participant may contact SIA Engineering Technical Support by email via SIA\_Support@Trellix.com with questions or concerns about the integration of Participant Product with Trellix Products with Participant Product, or about the development of Participant Implementation, under the SIA program.
- Participant will pay the fees in accordance with the Agreement.
- Participant will provide appropriately qualified staff to work with the SIA Support Engineer. Participant will identify reasonable number of contacts to work with the SIA Support Engineer.
- 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 on any Participant Implementation and potential fixes, which may be incorporated into the Participant Implementation at Trellix's sole discretion.
- Participant will provide Trellix access to Participant developed software as needed to resolve Participant Implementation Cases reported by Participant.
- For each submission of a Participant Product and Participant Implementation for interoperability testing, Participant will provide Trellix with 3 copies of each version of a Participant Product and Participant Implementation, including 3 samples of any hardware or appliance that incorporates a Participant Implementation in Software form. Trellix may retain the samples provided for the sole purpose of conducting testing, and at the end of such testing, Trellix will return such hardware or appliances 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 Implementation 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**

- Any Hardware or Software that Participant may need to acquire related to this Agreement.
- Support or replacement of Product or Participant Implementation that are altered, modified, mishandled, destroyed, or damaged by natural causes or damaged due to a negligent or willful act or omission by Participant other than as specified in the applicable Trellix-supplied documentation.
- Services to resolve Product or Participant Implementation problems resulting from third party products or causes beyond Trellix's control.
- Any support, upgrade or maintenance for the Product, excluding the Participant Implementation.
- Services for non-Trellix development tools or any non-Trellix Software installed in the Product.
- Any Hardware upgrade required to run new or updated Participant Implementation.

- Participant acknowledges that it is only entitled to receive Support Services for the Participant Products identified in this Agreement. In the event additional Participant Implementations are supported by Trellix beyond that which Participant has ordered, Trellix reserves the right to charge for support if Trellix determines that unauthorized support is being provided.
- Participant acknowledges that it is not entitled to support related to Participant Products, Participant Implements and Trellix products beyond those under this Agreement. Support for Trellix products is covered under separate Trellix service and maintenance agreements.
- **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.**

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