

TECHNICAL SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

The Company (as defined in the Underlying Agreement) or (“We,” “Us,” or “Our”) will provide Support in accordance with these technical support and maintenance terms and conditions (“Terms”) to Customer (“You” or “Your”).

These Terms are incorporated into, and made a part of, the Underlying Agreement You have with Company. For avoidance of doubt, the terms of the Underlying Agreement, which include, but are not limited to, limitation of liability, confidentiality, and export compliance shall apply to Support. All capitalized terms not defined herein are provided in the applicable Underlying Agreement. In the case of a conflict between these Terms and the Underlying Agreement, these Terms shall prevail, as related to Support.

1. Provisioning of Support Services

We will provide Support to You during the Support Period and at the Support Level You have purchased, as specified in a Grant Letter or, in the case of Cloud Services, during the Entitlement Period based on the initial order or any renewal. You are not entitled to receive Support Services outside of Your selected Support Period or Entitlement Period, as applicable.

2. Upgrades and Updates

- 2.1 We grant to You a non-exclusive, non-transferable license to use Upgrades and Updates during the Support Period as a part of Your purchased Support Level.
- 2.2 Apart from Cloud Services: (a) You shall promptly download, distribute, and install all Updates that We release during the Support Period and (b) We strongly suggest that You also download, distribute, and install all Upgrades We release during the Support Period. You acknowledge that any failure to do so could result in Your inability to receive Updates, future Upgrades and Technical Support, which could cause major security risks. An Upgrade may require a hardware upgrade or new platform conversion to function properly.

3. Supported Versions and End of Life Policy

- 3.1 Support is limited to: (a) the current version and (b) the immediate preceding version of the Product; provided, however, that only the current version of the Cloud Services will be supported. Notwithstanding any of the foregoing or any provision to the contrary in the Underlying Agreement, Support is subject to the applicable End-of-Life Policy (EOL). We will continue to provide Support for a discontinued Product through the end of any prepaid Support period so long as You are not in breach of Your obligations under these Terms.
- 3.2 EOL Support.
 - (a) EOL Support is contingent upon: (i) You staying current on all Updates to EOL Products and (ii) You maintaining uninterrupted support for EOL Product(s). EOL Support is limited to commercially reasonable efforts for telephone support and, in certain instances, may also include limited content Updates, such as DATs and patch downloads (only if critical).
 - (b) We will use commercially reasonable efforts to provide EOL Support. However, if We determine, in Our sole discretion, that (a) resolution of an issue under EOL Support is not technically or commercially reasonable, or (b) resolution requires an external dependency, We will not be obligated to provide EOL Support to resolve such issues. We strongly recommend Customers upgrade to the latest version of the Product or level of Support being offered by Us.
 - (c) The following Sections of these Technical Support and Maintenance Terms and Conditions do not apply for EOL Support:
 - Section 4. Response Times

Section 14. Limited Warranty

(d) For Customers that utilize third party operating systems or Software along with our Products, We are under no obligation to provide continued support for such operation systems that have reached end of life by the third party unless the Customer has elected extended product support, as articulated in the EOL Policy.

4. Response Times

We use commercially reasonable efforts to meet the response times associated with the relevant Support Level. Access to Our websites for the provision of Support may be suspended for brief periods due to maintenance and other factors.

5. Bug Fixing and Remote Diagnostics

We use commercially reasonable efforts to provide work-around solutions or patches to reported Product problems. With Your prior authorization, We may perform remote diagnostics to work on Your reported problems. If You decline remote diagnostics, We can agree to on-site Support which will be subject to additional fees and reasonable travel and expenses, for which You are responsible.

6. Support Period and Reinstatement of Expired Support

6.1 The Support Period either begins:

- (a) the date the Product was purchased or
- (b) at the renewal date of the expiration of a previous Support Period.

6.2 If the term of the Support contract or purchase is a multi-year agreement, the Support Period will begin at either:

- (a) the date the entitlement was purchased or
- (b) the date established in the Grant Letter and ends upon the expiration date of the last entitlement in the multi-year purchase.

6.3 We are under no obligation to provide Support to You if the Support Period has expired. If Your Support expires, in order to reinstate Support, You must purchase Support to cover the time period from when Support lapsed through the then-current time period. An additional out of compliance fee may be required for lapsed Support.

7. Support Coverage

Support is sold based upon the quantity of all Products You have purchased. Upon purchasing Support for a Product, You must purchase the same Support Level for all Product units that You own, use, or license and that are deployed or in use at the location(s) covered by Support.

8. Acquired Company Products

From time-to-time, We may acquire other companies and continue to support the products licensed or cloud services offered by such companies (“Acquired Products”). The Support Level(s) defined herein may not be applicable to the Acquired Products at the time of the acquisition, but We may, within a reasonable period of time after the acquisition, provide a description of the Support Level(s) available for the Acquired Products, which will become applicable once published on Our Support webpage.

9. Exclusions

9.1 We have no obligation to provide Support:

- (a) when hardware, tools, or software other than those We have supplied or approved have been incorporated with the Product;
- (b) for Hardware damaged by, or Hardware failures caused by You;

- (c) for problems that cannot be reproduced in running the Product in a configuration meeting published specifications;
- (d) for any issues arising from any violation of the Underlying Agreement; or
- (e) when You are not using the Product in accordance with its license and restrictions on use.

9.2 We also have no obligation:

- (a) regarding the import or export customer data, create, or modify custom business rules or reports, or support custom modifications to databases, active server pages, or other code, components, or programs;
- (b) to provide step-by-step installation of Software, hot fixes, or service packs; or
- (c) to provide onsite services (unless Your Support Level, as purchased, includes this feature).

10. Your Obligations

10.1 In order to provide the Support to You, We need Your general cooperation to follow Our Customer Support process and provide relevant technical and other information and access, as noted herein, so that We can effectively evaluate and address Your Product issues.

10.2 **Your Staff.** Your personnel who contact Us for Support assistance must be reasonably knowledgeable regarding the Products (including the major release of Software and/or Hardware) and the current issue for which You require help.

10.2 **Support Process.** You must report Your Product problems directly to Our designated Support organization and provide the following information:

- the Grant Number;
- the location of the Product;
- a detailed description of the problem;
- a description of the Hardware on which the Software is loaded, including any serial number or service tag number where applicable;
- the names and versions of any operating systems, networks, and software running with the Software, including patches and fixes; and
- technical contact information (including name, phone number and email address).

We may request that You take certain actions to determine whether the problem or error is related to the Product, or other item. You must reasonably cooperate with Us during this process.

10.3 **Access to the Products.** To enable Us to efficiently perform the Support, You shall provide Us with sufficient, free, and safe remote access to the Products, Your computer systems, and networks, and if mutually agreed, to on-site support at Your location or facilities. Your failure to provide such access or information may delay the Support and/or result in Our inability to perform the Support; in such cases, We shall not be liable for any consequences related to, or resulting from, such delay or failure to perform.

10.4 **Backup and Restore.** You must keep adequate backup copies of data, databases, and application programs and You are solely responsible for any and all restoration and reconstruction of lost or altered files, data and programs.

11. Contacting Support for Assistance

11.1 You can engage Our Support team through the Service Portal. Service Level Objectives can be found on the Service Portal. Access to Our restricted websites and resources are for the sole use of Our Customers.

- 11.2 **Standard Business.** Customers have access to submit a Service Request via Service Portal twenty-four (24) hours a day, 365 days a year.

12. Termination of Support

- 12.1 We reserve the right to immediately terminate Support, without any further obligation to You, if You tamper with or modify the Product without Our prior written authorization, or otherwise use the Product in violation of the Underlying Agreement or these Terms.
- 12.2 We may immediately terminate Your Cloud Services Support if You use the Cloud Services for a “Prohibited Use” as defined in the Cloud Services Agreement, or for any other incident giving rise to the termination of the Cloud Services Agreement. Any terms which by their nature extend beyond the termination remain in effect until fulfilled.
- 12.3 **Effect of Termination.** Upon the expiration or termination of Support for whatever reason, You shall no longer be entitled to receive Support pursuant to these Terms, all Support fees paid prior to the effective date of termination shall be non-refundable, and We will no longer have any obligation to provide Support to You for the Products.

13. Hardware Support

- 13.1 **Geographic Limitations:** Geographic restrictions or limitations may apply to certain Hardware Support Levels and are described in the Hardware Support Location Matrix (<http://supportm.trellix.com/>) under “*Program and Policies/Support Documentation*”.
- 13.2 **Hardware Return:** Prior to returning any Hardware to Us for repair or replacement, You must ensure that (a) the Hardware is free of any legal obligations or restrictions and of any proprietary or confidential information that may prevent Us from exchanging, repairing, or replacing the Hardware, and (b) You have obtained a return authorization from Us, including a return material authorization number (a “**RMA Number**”). Hardware returned to Us becomes Our property at the time it is received, and You shall assume ownership of all replacement Hardware provided by Us to You upon shipment.
- 13.3 **Restrictions:** You must not, nor permit anyone else to remove, alter, or obscure any proprietary notices or instructional labels on the Hardware without Our written authorization. You must not install or permit the installation of additional hardware or software on the Hardware without Our written authorization or breach any tamper seal on the Hardware.
- 13.4 **Inspection Period.** If You wish to renew Hardware Support after such Support has lapsed for more than ninety (90) days, We reserve the right to first inspect the Hardware (for which we may charge You inspection fees) and to require that You install the most current Upgrades and Updates before We agree to renew Support for the Hardware.

14. Limited Service Warranty

- 14.1 Subject to the exclusions in Section 9 above, We will perform the Support in a professional and workmanlike manner consistent with these Terms. You must notify Us in writing of any alleged breach of this warranty within thirty (30) days of Our performance of the applicable Support. Your sole and exclusive remedy for breach of this warranty is, at our option, Our re-performance of the Support, or if We are unable to re-perform the Support as warranted, We will refund to You the prorated Support fees paid to Us for the non-conforming Support.
- 14.2 **WARRANTY DISCLAIMER.** THE EXPRESS WARRANTY SET FORTH IN SECTION 14.1 ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL OTHER

WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, FREE FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR CUSTOM, REGARDING OR RELATING TO THE SUPPORT PROVIDED UNDER THESE TERMS. WE WILL NOT BE LIABLE FOR ANY THIRD-PARTY PRODUCTS OR SERVICES REFERRED TO BY US.

15. Miscellaneous

- 15.1 **Recording.** In providing Support, We may record all or part of telephone calls for quality assurance and training purposes in compliance with applicable laws.
- 15.2 **Assignment.** The provision of Support is not assignable by You without Our prior written consent. Any attempt of assignment by You without such consent will be void. We may subcontract Our obligations to provide Support hereunder to another party.
- 15.3 The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act as enacted shall not apply to these Terms.
- 15.4 **Entire Agreement.** These Terms (including the Definitions below), together with the Underlying Agreement, and any additional terms which are incorporated into and made a part of these Terms, as referenced herein, constitute the entire agreement between You and Us with regard to Support, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter hereof.

16. DEFINITIONS.

“**Authorized Partner**” means any of Our authorized distributors, resellers, or other business partners. Support purchased through Authorized Partners is governed by, and subject to, these Terms; Authorized Partners are not authorized to modify these Terms.

“**Cloud Services**” means the cloud services that We provide to You as specified in one or more Grant Letters and Underlying Agreement. Access to the Cloud Services requires either an active support agreement or an active subscription, as required by the specific offering.

“**Company**” means one of the following legal entities:

- (i) **Musarubra US LLC**, with offices located at 6000 Headquarters Drive, Suite 600, Plano, Texas 75024, USA, if the Cloud Services are purchased in the United States (except as provided in Subsection (vii) below), Canada, Mexico, Central America, South America, or the Caribbean;
- (ii) **Musarubra Australia Pty Ltd.**, with offices located at Level 14, 80 Pacific Highway, North Sydney NSW 2060, Australia if the Cloud Services are purchased in Australia; or
- (iii) **Musarubra Ireland Limited**, with its offices located at Building 2000, City Gate, Mahon, Cork, Ireland, if the Cloud Services are purchased in Europe, the Middle East or Africa;
- (iv) **Musarubra Japan KK**, with offices located at Shibuya Mark City West, 12-1, Dogenzaka 1-chome, Shibuya-ku, Tokyo, 150-0043, Japan, if the Cloud Services are purchased in Japan;
- (v) **Musarubra Singapore Pte Ltd.**, with offices located at 238A Thomson Road, #12-01/05 Novena Square, Tower A, Singapore, 307684, with respect to the provision of all Cloud Services and Support purchased in Asia Pacific, but excluding Japan, China (if the Cloud Services are purchased in RMB) or Australia;

- (vi) **Trellix (Beijing) Security Software Co. Ltd.**, with offices located at Beijing Diplomatic Centre, 17/F, Tower D1, DRC Diplomatic office Building, No.19 Dongfangdong Road, Chaoyang District, Beijing 10016, if the Cloud Services are purchased in China (in RMB);
- (vii) **Trellix Public Sector LLC**, with offices located at 1640 Boro Place, 3rd Floor McLean, Virginia 22102, USA, if the Cloud Services are purchased by the U.S. Government, or by state or local governments, government healthcare organizations or educational institutions within the United States.

“**Customer**” means the entity who has purchased Products and for which We provide Support.

“**End-of-Life Policy**” means Our end-of-life policies located at: <https://trellix.com/en-us/assets/docs/legal/support-policy-product-support-eol.pdf>; <https://www.fireeye.com/support/products.html>; and https://www.skyhighsecurity.com/wp-content/themes/skyhigh-security/public/EOL_Policy-Skyhigh Security_051123.pdf.

“**EOL Support**” means limited support for Products that have reached end of life.

“**Grant Letter**” means a written (electronic or otherwise) order form or other ordering documentation to which these Terms are attached or that incorporates these Terms by reference, including a registration webpage or any confirmation notice that We, or an Authorized Partner on Our behalf, issue to You to confirm the Products and Support You have purchased, including without limitation the Support Level entitlement, the Grant Number, the Support Period and any download details.

“**Grant Number**” means a unique number in a Grant Letter that confirms a Customer’s Support entitlement and is required when accessing Support.

“**Hardware**” means the tangible hardware equipment purchased directly from Us or via an Authorized Partner, but it excludes Software or other intangible products.

“**Product(s)**” means the Software, Cloud Services, and/or Hardware product(s) purchased from Us or an Authorized Partner.

“**Service Level Objectives**” means Our objectives on addressing a service issue for a specific severity level and escalation process and the applicable timeline if the case cannot be resolved at the present tier of Support. Severity level, objectives and escalation details are provided in the Service Portal. Service Level Objectives are for guidance only and are not legally binding or a legal commitment.

“**Service Request (SR)**” means a single issue opened with Our Support team. The SR numbers are a unique identifier of the Service request.

“**Software**” means each software program(s) identified in the Grant Letter or that We otherwise make available to You in object code format, including any copies, Updates, Upgrades, modifications, enhancements, or any derivative works thereof.

“**Support**” or “**Support Services**” means the service offerings, described on the Service Portal, that We make commercially available for purchase for Products purchased directly from Us or through an Authorized Partner.

“**Support Period**” or “**Entitlement Period**” means the effective time period for which You have purchased Support that is confirmed in a Grant Letter or in the case of Cloud Services means the effective time period for which You have purchased the Cloud Services and have an active entitlement and valid account.

“**Service Portal**” is the web portal at <http://thrive.trellix.com/>.

“**Support Level(s)**” means the particular level of Support You have purchased as specified in the relevant Grant Letter and as defined on the Service Portal.

“**Underlying Agreement**” means part of one or more product licenses or services agreements between Us and You to which these Terms are attached or that incorporates these Terms by reference.

“Upgrade” means any and all improvements in the Cloud Services or Software which are made generally available to Our customer base as a part of purchased Support and which are not separately priced or marketed.

“Updates” means updates to the content of the Cloud Services or Software, and include without limitation all DATs (“DATs” or detection definition files, also referred to as signature files, are the code anti-malware software uses to detect and repair viruses, Trojan horses and potentially unwanted programs), signature sets, policy updates, database updates for the Cloud Services or Software which are made generally available to Our customer base as a part of purchased Support and which are not separately priced or marketed by Us.

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