

Trellix Supplement 1 to Trellix Cloud Services Agreement

The Trellix Cloud Services Agreement (“CSA”), together with the terms set forth in this supplement (“Supplement 1”), shall comprise the complete Agreement applicable to the Trellix Helix (“Helix”), and other cloud service offerings (i) Detection as a Service, and (ii) Cloudvisory (“Other Cloud Offerings”).

In the case of a conflict between the CSA and this Supplement 1, the terms of this Supplement 1 shall prevail with respect to the Helix and the Other Cloud Offerings. All capitalized terms in this Supplement 1 shall have the same meaning(s) as set forth in the CSA, unless otherwise defined herein.

A Helix.

1. Customer Logs.

- 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 herein, We do not obtain any ownership rights in Customer Logs.
- 1.2 You grant to Us a perpetual, irrevocable, worldwide, paid-up, non-exclusive license and right to reproduce, modify, create derivative works from, publish, distribute, sell, sub-license, transmit, publicly display, and provide access to Customer Logs, for purposes of enhancing Our products and services, so long as:
 - (a) We ensure that any of Your Confidential Information is removed from Customer Logs; and
 - (b) Our use of Customer Logs does not in any way identify You or Your employees or in any other way allow a third-party to identify You as the source of the Customer Logs.
- 1.3 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.
2. **Helix Alerts.** Some features of the Helix Subscription may generate alerts of suspected malicious activity (each, a “**Helix Alert**”). Helix Alerts are Our Materials. 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.
3. **Support.** Subject to Your payment in full of all associated fees for Support Services, We shall provide Support Services for the Helix Subscription as set forth at Support Programs for FireEye Offerings located at <https://www.fireeye.com/support/programs.html>, which may be updated at Our discretion. 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.
4. **Service Levels.** Service Levels for the Helix Console are set forth at Service Levels for FireEye Offerings located at <https://www.fireeye.com/company/legal/service-levels.html>. The service level credits shall be Your sole and exclusive remedy in the event of any failure to meet the Service Levels.
5. **Fees.**
- 5.1 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.

- 5.2 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 term, Your average Event Volume for any consecutive thirty (30) day period exceeds the Tier upon which Your Helix Subscription fees were based, We 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 term. 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 term will be the Tier associated with the actual Event Volume for the immediately preceding Subscription term.
- 5.3 At the end of the initial Subscription term and each Renewal Subscription term, We may true-up fees for that Subscription term, and if the average monthly Event Volume for that Subscription term 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 term and the fees for the Tier associated with Your actual Event Volume.

B Other Cloud Offerings.

1. **Detection as a Service (“DAS”).** With respect to DAS, You may purchase either on a Total Submissions or a Per-User basis.
 - (a) “Total Submissions Basis” means You may use the DAS 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).
 - (b) “Per-User Basis” means Your purchasing of DAS on a per-User basis may use the DAS 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 DAS, We reserve the right to limit the volume of Submissions within a specific time period at Our sole discretion to ensure performance of the DAS Product.
2. **Cloudvisory.** Your purchasing of Cloudvisory on a Subscription basis may use it for (i) up to the level of Workloads purchased, as set forth on the applicable Grant Letter; or (ii) when purchasing a cloud-based deployment, up to 500GB of storage (excess storage may be subject to additional fees).

C Additional 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.

“**Helix Console**” means the Helix Console is 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.

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

“**Subscription**” means a service provided by Us for a fixed term, under which We provide access to certain features, functionality, and information, as described in the applicable Supplement(s) for each product subscription purchased.

“**Workloads**” means cloud services supported by cloud platform providers, which are included on the list of supported workloads provided by Us, which may be updated from time to time at Our discretion.

-End of Supplement-