

Trellix Supplement 2 to Trellix Cloud Services Agreement

The Trellix Cloud Services Agreement (“CSA”), together with the terms set forth in this supplement (“Supplement 2”), shall comprise the complete Agreement applicable to Our products identified in the table below (“Product(s)”).

Name
• Email Threat Prevention Subscription
• Email Security – Cloud Edition Subscription

In the case of a conflict between the CSA and this Supplement 2, the terms of this Supplement 2 shall prevail with respect to the Products identified in the table above. All capitalized terms in this Supplement 2 shall have the same meaning(s) as set forth in the CSA, unless otherwise defined herein.

1. RIGHT OF ACCESS AND USE

- 1.1 During the Subscription term, and subject to the terms of this Agreement, We grant to You a non-exclusive right to permit those Customer Representatives authorized by You to access and use the Email Subscription on Your behalf in compliance with the terms of this Agreement, the Documentation for the Email Subscription, and up to the entitlements listed in Your Grant Letter from Us.
- 1.2 Notwithstanding anything else herein, the number of email inboxes You may register to the Email Subscription may not exceed the number of Licensed Inboxes. Service Levels for the Email Subscription will be as set forth on Our Service Levels for Subscriptions page located at <https://www.fireeye.com/company/legal/service-levels.html>.

2. RESTRICTIONS

- 2.1 Except as otherwise expressly permitted under this Agreement, You agree that You shall not, nor shall You permit any third-party to:
 - (a) use the Email Subscription (or any portion thereof) in excess of or beyond the Subscription term or the Licensed Inbox quantity;
 - (b) use the Email Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material;
 - (c) store or transmit material in violation of third-party privacy or other rights; or
 - (d) interfere with or disrupt the integrity or performance of the Email Subscription or third-party data contained therein.
- 2.2 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.
- 2.3 We may, at Our discretion, limit the volume of email traffic flowing through the Email Subscription to help avoid Service Outages (as defined below). No rights or licenses are granted other than as expressly and unambiguously set forth herein.

3. SUPPORT SERVICES

Subject to Your payment in full of all associated fees for Support Services, We shall provide Support Services for the Products as set forth at Our Support Programs and Terms page located at <https://www.fireeye.com/support/programs.html>, which may be updated at Our discretion.

4. TRUE UP

- 4.1 We reserve the right to audit Your use of the Email Subscription to ensure compliance with this Agreement.
- 4.2 If at any point during the Subscription term, Your usage exceeds the purchased limits as set forth above or on the applicable order 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 term and Our list prices for the excess usage, pro-rated to reflect that thirty (30) day period and the remainder of the Subscription term.
- 4.3 The fees for any renewal Subscription term will be quoted at the usage associated with the actual usage for the immediately preceding year of the Subscription term.
- 4.4 At the end of each Subscription term, We may true-up fees for that Subscription term, and if the average monthly usage for that Subscription term exceeds the purchased usage limits, then We will issue a true-up invoice reflecting the difference between the fees already paid for that Subscription term and the fees for Your actual usage.

5. DEFINITIONS

The capitalized terms below have the following meanings, as used in this Supplement 2:

“Customer Representatives” means any of Your employees to whom You provide access to the Email Subscriptions (or any component thereof) for use on behalf of and for the benefit of You and for Your internal business purposes, subject to all the terms and conditions of this Supplement 2 and CSA.

“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.

“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 fees paid by You and identified on the relevant purchase order from You as approved and invoiced by Us .

“Subscription” means a service provided by Us for a fixed term, under which We provide access to certain features, functionality, and/or information, as described herein.

-End of Supplement 2