

## End User License Agreement –Supplement (Selected Network Security Products)

The terms of the End User License Agreement (“EULA”), together with the additional terms set forth herein, this Supplement shall comprise the complete agreement (“Agreement”) for Our offerings identified in the table below (collectively the “Products”). In the case of a conflict between the terms of the EULA and this Supplement, the terms of this Supplement shall govern with respect to the Products identified herein. All capitalized terms in this Supplement shall have the same meaning(s) as set forth in the EULA, unless otherwise defined herein.

Products Covered in this Supplement:
<b>Network Security</b> (including SmartVision products and subscriptions)
<b>Email Security – Server</b>
<b>Endpoint Security and Endpoint Security Agent</b>
<b>Trellix File Protect (Malware File Storage Scanning)</b>
<b>Central Management System</b>
<b>Malware File Scanning</b>
<b>Virtual Execution</b>
<b>Network Forensics</b>

### 1. License Grant and Restrictions.

- 1.1 Subject to payment of all fees, and any applicable user/use limitations as set forth below, We grant You a personal, non-sublicensable, nonexclusive, right, during the applicable product term, in accordance with the Agreement to:
- (a) install software and hardware components of the Product (including any virtual appliances provided as part of the Product) as set forth in the Documentation; and
  - (b) use the Product as set forth in the Documentation for Your internal use only.
- 1.2 All Products, Documentation, Content Feeds, reports, alerts, and intelligence and content made available through the Products are Our Materials. You will maintain the copyright notice and any other notices that appear on the Product, including any interfaces related to the Product.

### 2. Usage Rights

- 2.1 **Network Security.** Your purchase of Network Security on a Subscription basis may either be an **Enterprise Edition** version or the **Per-User Edition** version. For the Network Security Product, “Users” means any person whose network traffic is monitored by the Network Security Product.
- The **Enterprise Edition** version is licensed according to the aggregated average peak network utilization (the highest average throughput used by You in a fifteen-minute period), expressed in Mbps (“Throughput”), as shown on Your Grant Letter.
  - The **Per-User Edition** version is licensed according to the number of Users in Your environment, as shown on Your Grant Letter. Your Throughput for the Per-User Edition may not exceed one (1) Mbps per User of Throughput, averaged over all Users (“User Throughput Limit”).

## 2.2 Email Security – Server.

- (a) Your purchase of Email Security – Server on a *perpetual license* basis may use the Email Security – Server Product in connection with the number of attach/URL engines (i.e., email accounts) (“Attach/URL Engines”) stated on the applicable Grant Letter.
  - (b) Your purchase of Email Security – Server on a *Subscription* basis may either be an Enterprise Edition version or a Per-User Edition version.
- The **Enterprise Edition** version is licensed according to the number of mailboxes in the Your environment that are monitored by the Product (“Mailboxes”).
  - The **Per-User Edition** version is licensed according to the number of Users in Your environment. For the Per-User Edition of Email Security – Server on a Subscription basis, “Users” means any person for whom a Mailbox is monitored by the Subscription. Your purchase of Per-User Edition versions may use the Subscription to monitor up to 1.5 Mailboxes per User, averaged across all Users (“User Mailbox Limit”).

## 2.3 Endpoint Security.

- (a) You may install the “agent” software component of the Endpoint Security Product on the number of Endpoints (or “Nodes”) stated in the applicable Grant Letter. For Endpoint Security Product, “Nodes” or “Endpoints” are computing devices owned or controlled by You (such as laptops, workstations, and servers), on which You install the agent software.
  - (b) Your purchase of Endpoint Security on a *Subscription* basis may either be an Enterprise Edition version or a Per-User Edition Version.
- The **Enterprise Edition** versions of the Product are licensed according to the number of Endpoints purchased.
  - The **Per-User Edition** versions of the Product are licensed according to the number of Users in Your environment. “Users” means any person whose computing activity is monitored by the Product. You may use the Subscription to monitor up to 1.5 Endpoints per User, averaged over all Users (“User Endpoint Limit”).

## 2.4 Trellix File Protect (Malware File Storage Scanning).

- (a) Your purchase of Trellix File Protect on a Subscription basis may use the Product to scan up to the maximum capacity of files as stated in the Documentation. Exceeding the limitations set forth above or in the Documentation may result in degraded performance. We may use technical measures to prevent over-usage or to stop usage after any usage limitations are exceeded. We reserve the right to audit Your use of the Products to ensure compliance with the Agreement.
- (b) Updates, preview features, Content Feeds, access to portals, and/or Support Services are not necessarily provided with the Products may require additional payment, or include additional terms and conditions, and may be provided on a “preview” basis for a limited period at no additional charge but then licensed for an additional fee at a later date.
- (c) Third-Party Software distributed with the Products may be subject to separate license terms, and specifically, if the Oracle™ Java® software is included within the Product, that software is subject to the Oracle license [BCL For Java SE \(oracle.com\)](https://www.oracle.com/downloads/licenses/binary-code-license.html) located at <https://www.oracle.com/downloads/licenses/binary-code-license.html>.

### **3. Content Feeds.**

- 3.1 Subject to Your payment in full of all associated fees for the applicable Content Feed, We grant to You a limited, non-exclusive, personal, non-transferable, non-sublicensable right to use the Content Feed as set forth in the Documentation for the applicable Product, for Your internal business purposes during the active Support Term for the applicable Product.
- 3.2 We will not disclose to any third-party any personally identifiable data or Your Confidential Information in connection with the Content Feed unless expressly authorized to do so by You. The Content Feeds available to You for purchase with respect to the Products may include Dynamic Threat Intelligence or Advanced Threat Intelligence (ATI), as described in the Documentation. Your purchase of Subscription-based versions of Network Security, Email Security – Server, Endpoint Security, and Trellix File Protect will receive access to the DTI Content Feed in 2-way mode and may upgrade the DTI Content Feed to 1-way or offline mode upon payment of additional fees.

### **4. Support Services.**

Subject to Your payment in full of all associated fees, We shall provide support for the Products. Your purchase of Subscription-based versions of Network Security, Email Security – Server, Endpoint Security, and File Analysis will receive access to Platinum Support Services (or Government Platinum Support Services, if applicable), and may upgrade to Platinum Plus Support Services (or Government Platinum Plus Support Services, if applicable) upon payment of additional fees. Such support terms are located within the Technical and Support Terms located at <https://www.trellix.com/en-us/support/fe-programs.html>.

### **5. Hardware.**

You may purchase hardware appliances for use with Subscription versions of Network Security, Email Security – Server, Endpoint Security, and Trellix File Protect on either a Subscription or perpetual license basis. In connection with either a Subscription or perpetual license, the hardware is shipped FOB Origin, and title to and risk of loss of the hardware passes to You upon delivery to the carrier.

- Your purchase of hardware sold with a perpetual license, will receive a perpetual, personal, non-sublicensable, nonexclusive right to use the software installed on such hardware.
- Your purchase of hardware with a Subscription license will receive a personal, non-sublicensable, nonexclusive right to use the software that is installed on the hardware during the applicable product term, which will be a minimum of three (3) years.

### **6. True Up.**

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

## 7. Supplement 1 Additional Definitions.

“**Content Feed**” means all intelligence and content feeds associated with Our Products and Subscriptions, which may consist of inbound and outbound feeds that are part of Our Dynamic Threat Intelligence (DTI) Cloud, downloads of Indicators for use with Our Products and Subscriptions, and/or intelligence provided as part of Our Advanced Threat Intelligence (ATI).

“**Our Materials**” means all Our proprietary materials, intellectual property related to the Products, Services, or Subscriptions subject to this Supplement (such as all rights in any Software incorporated into a Product or Subscription, copyrights, and patent, trade secret and trademark rights related to Products, and screens associated with Products or Subscriptions), Documentation, any hardware and/or software used by Us in performing Services or providing Subscriptions, Content Feeds, Our processes and methods (including any forensic investigation processes and methods), Indicators of Compromise, materials distributed by Us during Training, and any of Our templates and/or forms, including report and presentation templates and forms. Our Materials does not include Third-Party Materials.

“**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 these EULA Supplement 1 terms.

“**Support Services**” means the Product and Subscription support and maintenance services provided by Us with respect to each Product and Subscription as described in the applicable support terms.

“**Third-Party Materials**” means Software or other components that are licensed to Us by third parties for use in Our Products.

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