

## EU DIGITAL OPERATIONAL RESILIENCE ACT (DORA) ADDENDUM

This EU Digital Operational Resilience Act (DORA) Addendum (“Addendum”), including Exhibits 1 and, where applicable, Exhibit 2, is made a part of the Agreement (defined below) between Customer (“Customer,” “You,” or “Your”) and Company (defined below, “Company,” “We,” “Us,” or “Our”). Company and Customer may each be referred to in this Addendum as a “Party” or together as the “Parties.”

### RECITALS

Your contractual counterparty for the purposes of this Addendum will be the Company entity with whom You have contracted for Company’s Products and Services;

Company’s provisioning of its Products and Services to Customer may involve the provision of ICT services for the purposes of DORA (defined below); and

The Parties wish to supplement the terms of the Agreement in the manner contemplated by this Addendum to meet the requirements of Article 30, DORA.

### 1 STRUCTURE AND EFFECT OF THIS ADDENDUM

- 1.1 This Addendum shall remain effective as long as the Agreement remains in full force and effect, and, unless otherwise expressly agreed in writing between the Parties as part of any exit or transitional assistance services, shall automatically terminate upon the expiry or termination of the Agreement. Any terms of this Addendum which by their nature should survive termination of this Addendum shall survive such termination.
- 1.2 Except as amended by this Addendum, all of the terms of the Agreement shall remain and continue in full force and effect without any other amendments or modifications thereto.
- 1.3 In the event of inconsistencies or conflicts between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail.

### 2 STANDARD ICT SERVICES

- 2.1 The Parties agree that the Agreement is hereby supplemented with the provisions set out in Exhibit 1 and, where applicable Exhibit 2, to this Addendum.

### 3 ICT SERVICES SUPPORTING CRITICAL OR IMPORTANT FUNCTIONS

- 3.1 The Customer shall notify the Company in writing if it has determined that Company’s Products and Services constitute ICT services supporting critical or important functions for the purposes of Article 30(3), DORA.
- 3.2 Subject to clause 3.1, the Parties agree that, with effect on and from the Effective Date, the Agreement is hereby supplemented with the provisions set out in Exhibit 2 to this Addendum.

### 4 MISCELLANEOUS

- 4.1 Notwithstanding anything to the contrary, the Parties acknowledge that the Applicable Laws are not intended to jeopardize or undermine the confidentiality obligations to which the Parties are subject to in the Agreement or an agreed upon written non-disclosure agreement.

- 4.2 Should any provision or condition of this Addendum be held or declared invalid, unlawful, or unenforceable by a competent authority or court, then the remainder of this Addendum shall remain valid.
- 4.3 Instructions, notices and other communications made under this Addendum shall be made in accordance with the Notice provisions of the Agreement.
- 4.4 Any amendments to this Addendum shall be in writing duly signed by authorised representatives of the Parties.
- 4.5 The governing law and venue for dispute resolution set out in the Agreement shall apply to this Addendum and to any dispute or claim arising out of or in connection with it, its subject matter or formation.

## 5 DEFINITIONS

**“Affiliates”** means any entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, or has the same parent entity as, a Party to this Addendum or one or more of the other Affiliates of that Party (or a combination thereof). For the purpose of this definition, an entity controls another entity if and as long as the first entity owns, beneficially or of record, more than fifty percent (50%) ownership interest in the other entity.

**“Agreement”** means the written or electronic agreement between Customer and the applicable Company entity for the provision of Products and/or Services to Customer, including (but not limited to) the End User License Agreement (“EULA”), cloud terms of service agreement, professional services terms, technical support and maintenance service terms, or any other agreement between Customer and the applicable Company entity, each of which shall be deemed to incorporate this Addendum.

**“Applicable Laws”** means the applicable international, national, state and local laws and regulations.

**“Company”** means one of the following legal entities with whom Customer has contracted for Company Products and/or Services: (a) Musarubra US LLC, (b) Musarubra Ireland Limited; (c) Musarubra Japan KK, (d) Trellix (Beijing) Security Software Co. Ltd, (e) Musarubra Singapore Pte Ltd, (f) Musarubra Australia Pty Ltd, and (g) Trellix Public Sector LLC.

**“Confidential Information”** has the same meaning as set forth in the Agreement.

**“Data”** has the same meaning as set forth in the Agreement.

**“DORA”** means Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011.

**“Insolvency Event”** means in relation to a Party: (i) the Party or its property is subject to insolvency or receivership procedures; (ii) the Party becomes insolvent or unable to pay its debts as they mature; (iii) the Party makes an assignment for the benefit of creditors; (iv) the Party ceases to conduct its business; or (v) the Party becomes the subject of any other proceeding under any bankruptcy, insolvency or debtor's relief law.

**“Products and Services”** means the Company’s commercially available products and services that Customer has purchased either directly from Company or through one of Company’s authorized channel partners.

**“Regulator”** means all competent authorities and the resolution authorities of Customer or any of its Affiliates.

**“Service Levels”** means the service levels detailed in the Agreement.

## EXHIBIT 1

### Standard ICT services

#### 1. Services

1.1 You acknowledge and agree that:

- 1.1.1 the description of the Our Products and Services is set out in the Agreement, including any Statements of Work or SOWs issued thereunder; and
- 1.1.2 in the provision of the Products and Services, We may subcontract the performance of Our obligations (including the provision of the Products and Services), subject to the conditions on subcontracting set out in the Agreement.

#### 2. Service locations

2.1 We may (Ourselves or through one of Our subcontractors) provide Our Products and Services, and process and store Data, at any of the following locations:

- 2.1.1 the country in which the Company is established; and
- 2.1.2 the countries in which Our Sub-processors are established or operate, as set out in the list of Sub-processors available on the Trellix Legal Notices web page (<https://www.trellix.com/en-us/assets/docs/legal/enterprise-sub-processor-list.pdf>) (the "Sub-processor list").

2.2 To be notified of new or changes in Sub-processors, You must register for e-notifications by following the instructions described in the Sub-processor list. We will provide notification of new or changes to Our Sub-processor(s) via such e-notifications at least ten (10) days in advance of such change.

#### 3. Data

- 3.1 We shall implement the technical and organizational security measures described in the Agreement, including the Customer Data Processing Agreement (if applicable). These security measures are designed to help protect the availability, authenticity, integrity and confidentiality of Your Data.
- 3.2 If: (i) We are subject to an Insolvency Event; or (ii) the Agreement is terminated or expires in accordance with its terms, We will provide you with the means to delete or access Your Data in accordance with the standard functionality of Our Products and Services, subject to clause 3.3 below.
- 3.3 You acknowledge and agree that, unless otherwise expressly agreed in writing between us, We have no obligation to retain Your Data and We may permanently delete Your Data as part of Our record and information management practices, the standard operations of our Products and Services, and in accordance with applicable laws.

#### 4. Service levels

4.1 The Parties shall each comply with their respective obligations in connection with the Service Levels.

#### 5. ICT incident

- 5.1 In the event of an ICT incident that is related to the Products and Services We provide to You, We shall provide such assistance to You as We determine is reasonably necessary to resolve the ICT incident.

5.2 The costs of the assistance We provide pursuant to clause 5.1 shall be borne as follows:

- 5.2.1 to the extent that the ICT incident arises as a result of Our act or omission, We shall be responsible for Our costs of assistance (or the appropriate proportion thereof); and
- 5.2.2 in all other circumstances you will be responsible for Our costs of assistance, and you agree to promptly pay such costs following receipt of our invoice for the same. Our costs will be calculated using Our then current rate card for professional services which We can provide to You on Your request.

## 6. **Regulators**

- 6.1 We shall fully cooperate with Regulators and any person appointed by them in all matters related to our obligations under this Addendum.

## 7. **Termination**

7.1 In addition to the termination provisions in the Agreement, You may terminate the Agreement by written notice if:

- 7.1.1 We commit a material breach of Our obligations under Applicable Laws and the breach is incapable of remedy, or, if remediable, We have failed to remedy the breach within thirty (30) days of receipt of a notice from You specifying the breach and requiring it to be remedied;
- 7.1.2 circumstances capable of altering the performance of Our Products and Services under the Agreement are identified, including material changes adversely affecting Our situation;
- 7.1.3 there are evidenced weaknesses regarding Our overall ICT risk management and in particular in the way We ensure the availability, authenticity, integrity and confidentiality of data; or
- 7.1.4 where a Regulator can no longer effectively supervise You as a result of the conditions of, or circumstances related to, the Agreement.

7.2 You agree that, where feasible, prior to exercising Your right of termination pursuant to clauses 7.1.2, 7.1.3 and 7.1.4, You shall provide us with prior notification of the circumstances giving rise to the right of termination and an opportunity to resolve those circumstances such that the right of termination is no longer applicable. You agree that there will be no refund of fees paid under the Agreement in relation to termination in accordance with this section 7.

## 8. **Training**

- 8.1 To the extent necessary to comply with the requirements of DORA, We agree to the participation of Our personnel involved in the provision of Products and Services to You in Your ICT security awareness training programmes and digital operational resilience training, provided that: (i) You will reimburse the costs and expenses incurred by Our personnel in participating in that training; and (ii) You will take such steps as are reasonably necessary to minimise any disruption to Our business arising through Our personnel participating in that training, including by providing the training virtually.

## EXHIBIT 2

### ICT services supporting critical of important functions

#### 1. Reporting

1.1 In addition to Our other reporting obligations in the Agreement, We shall notify You without undue delay if We become aware of any development that might have a material impact on Our ability to effectively provide Our Products and Services in line with agreed Service Levels.

#### 2. Business continuity

2.1 We confirm that we have in place and regularly test business contingency and business continuity plans.

#### 3. Digital Operational Resilience Testing

3.1 We will conduct regular testing of our resilience measures, including penetration testing, vulnerability assessments, and other controls. Upon Your written request, we will make available certain third-party security testing reports, which will enable You to rely on Our security practices and address Your requirements for security testing and TLPT. Because customer-led TLPT may have an adverse impact on the quality or security of the services that We provide to Our other customers, if You require additional TLPT to comply with the requirements of DORA, we will participate and cooperate with such testing by engaging an external tester to perform pooled testing in accordance with DORA Article 26(4).

3.2 Subject to Our discretion and notwithstanding to the foregoing, We may offer customized TLPT under the terms and conditions and in consideration of the fees set forth in a Statement of Work duly executed between the Parties.

#### 4. Audit and monitoring

4.1 You acknowledge and agree that:

4.1.1 due to the rights of Our other clients and the duties we owe them, We cannot provide You or any Regulator with unrestricted rights of access, inspection and audit or the right to take copies of documents (as contemplated by Article 30(3)(e) of DORA); and

4.1.2 Article 30(3)(e)(ii) of DORA permits You and Us to agree on alternative assurance measures where this is the case and those alternative measures are set out in the remainder of this clause.

4.2 Subject to relevant confidentiality obligations, We agree, upon Your request and up to once per year, to:

4.2.1 provide copies of documentation We hold; and

4.2.2 provide written responses, on a confidential basis, to reasonable requests for information made by You, including responses to information security and audit questionnaires, in each case which are reasonably required to confirm Our compliance with the Agreement.

4.3 In addition to the foregoing, solely to the extent required by Applicable Laws or a binding request by a regulatory body, You may perform an audit of Our systems and controls related to the delivery of the purchased Products and Services. If a third-party is to conduct the audit, the third-party must not be a competitor to Trellix, and such third-party is subject to our prior assent, and must execute a written confidentiality agreement with the Parties before conducting the audit.

- 4.4 To request an audit, You must submit a detailed audit plan at least two (2) months in advance of the proposed audit date to Us, which plan describes the proposed scope, duration, and start date of the audit. We will review the audit plan and provide You with any concerns or questions (for example, any request for information that could compromise the Company's security, privacy, employment, or other relevant policies; or any concerns or questions about the proposed third-party auditor). Both Parties will work cooperatively in good faith to agree on a final audit plan. If the requested audit scope is addressed in a similar audit report within the prior twelve months and We confirm there are no material changes in the controls audited, You agree to accept those findings in lieu of requesting an audit of the controls covered by the report.
- 4.5 The audit must be conducted during regular business hours at the applicable facility and may not interfere with business activities or with Our confidentiality obligations to other customers.
- 4.6 You will provide Us with any audit reports generated in connection with any audit under this section, unless prohibited by Applicable Law. You may use the audit reports only for the purposes of meeting the requirement of Applicable Law and/or the binding request by a regulatory body that gave rise to the audit. The audit reports and any other materials, documents, communications, and/or information relating to the audit are Confidential Information of the Parties under the terms of the Agreement.
- 4.7 Any audits are at Your expense. Any request for Us to provide assistance with an audit is considered a separate service if such audit assistance requires the use of resources different from, or in addition to, those required for the provision of the Products and Services. We will seek Your written approval to pay any applicable fees before performing such audit assistance.

## **5. Exit**

- 5.1 You acknowledge and agree that, given the nature of Our Products and Services, it is unlikely that transition or exit assistance services are likely to be required upon the termination or expiry of the Agreement.
- 5.2 In the event that You require transition or exit assistance services upon the termination or expiry of the Agreement, We agree to provide such services provided that the scope, duration and nature of the services is commercially reasonable and is agreed in writing between You and Us and You pay Our fees for the provision of those services.