

CLOUD SERVICES ADDITIONAL TERMS

Service Schedule 2

This Service Schedule 2 – Cloud Services Additional Terms applies to the Cloud Services provided by Trellix and Skyhigh Security (respectively) (the “Company,” “We,” “Us,” “Our”) based on the SKU purchased by the Customer (“You” or “Your”). All capitalized terms not defined herein shall have the meaning provided in your underlying cloud services agreement.

1. **Support and Customer Plans for Skyhigh Security:** We will provide Support to You in accordance with the applicable Skyhigh Security Service Schedule located in the Exhibit - SKYHIGH SECURITY SUPPORT & CUSTOMER PLANS.
2. **Definitions:**

Business Day means any day other than a Saturday, Sunday, statutory or public holiday in the place where Company Products are provided, or the Professional Services are performed.

Cloud Services means the Cloud Services that We provide to You as specified in one or more Grant Letters and that are subject to the applicable Service Schedule.

Company means:

- (i) **Musarubra US, LLC**, with offices located at 6000 Headquarters, Suite 600, Plano, TX 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 Ireland Limited**, with its office located at Building 2000, CityGate, Mahon, Cork, Ireland, if the Cloud Services are purchased in Europe, the Middle East or Africa;
- (iii) **Musarubra Singapore Pte Ltd.**, with a trading address 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;
- (iv) **Musarubra Japan KK**, with its registered office 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) **McAfee (Beijing) Security Software Co. Ltd.**, with a trading address located at Room 616, No. 6 North Workers’ Stadium Road, Chaoyang District, Beijing, China, if the Cloud Services are purchased in China (in RMB);
- (vi) **Musarubra Australia Pty Ltd.**, with offices located at Level 16, 40 Mount Street, North Sydney, NSW 2060, Australia, if the Cloud Services are purchased in Australia; or
- (vii) **Trellix Public Sector LLC**, with offices located at 11911 Freedom Drive, Suite 400, Reston, VA, 20190, USA, if the Cloud Services are purchased by the U.S. Government, or by state or local governments, or healthcare or educational institutions in the United States.

Customer means the entity which has purchased Products and to which We provide Support.

Grant Letter means any written (electronic or otherwise) confirmation notice that We issue to You confirming the Products purchased and applicable Product Entitlement. The Grant Letter identifies the SKU number, quantity, Subscription Period or Support Period, and any other access and use details.

Product Entitlement means the license or subscription types set forth in the Grant Letter and defined at https://www.skyhighsecurity.com/sse/en-us/assets/docs/legal/SkyhighSecurity_Product_Entitlement_Definitions_7_27.pdf.

Data means Your Personal Data, sensitive data or other information about You and Users (including Users' name, address, e-mail address and payment details), their computers, files stored on their computers, or their computers' interactions with other computers (including information regarding network, licenses used, hardware type, model, hard disk size, CPU type, disk type, RAM size, 32 or 64 bit architecture, operating system types, versions, locale, BIOS version, BIOS model, total scanners deployed, database size, system telemetry, device ID, IP address, location, content, products installed, components, processes and services information, frequency and details of update of Our components, information about third-party products installed, extracts of logs created by Us, usage patterns of Our products and specific features, etc.

SKUs means A Stock Keeping Unit is a unique identifier for each distinct product and service that can be ordered from Us.

Subscription Period means the period for which You have purchased the right to receive the Cloud Services or the time-period for which You have purchased the right to receive Support, as applicable.

Support means the technical support services that We provide for the support and maintenance of the Cloud Services, as specified in the applicable Service Schedule.

Support Period means the period for which You are entitled to Support, as specified in a Grant Letter.

User means a unique individual whom You have authorized to use the Cloud Services pursuant to Your access rights under this Agreement, including Your employees, Your Affiliates, subcontractors, authorized agents, and Managed Parties.

EXHIBIT

SKYHIGH SECURITY SUPPORT & CUSTOMER PLANS

We will provide Support for the Cloud Services in accordance with the following:

Support and Maintenance	
Support Requests	
Phone	1-866-727-8383
Skyhigh Security Web Link	https://www.skyhighsecurity.com/en-us/support.html
Phone & Web	Available 24/7
Technical Support	
Office hours (critical and non-critical issues)	Available 24/7
Availability for critical issues	Available 24/7
Response time	(See below)
Service Support	
Upgrade notifications	Yes, SNS notification will be provided
Remote diagnostics	Yes, we have the capability to connect to your network
Online Resources	
Documentation	https://success.myshn.net/

The Parties will jointly use the severity levels below to document and respond to errors or deficiencies that may exist. If You believe that an error or deficiency exists in the programs supported by the subscription fees under this Agreement, You will provide written notification to Us of such error or deficiency, along with supporting data and programs that document such error or deficiency. We will respond in accordance with the following severity levels.

	PREMIUM-CARE	ENTERPRISE-CARE	BASIC-CARE
24x7x365 Support	Yes	Yes	Yes
Technical Account Manager	In region	Remote	N/A
Customer Success Manager	Dedicated In-region	Dedicated Remote	Non-Dedicated Remote
On-Site Visit per Year	2-4	1	N/A
Consulting Days	40	20	5
eLearning	Yes	Yes	Yes
Health checks	Yes	Yes	N/A
Webinars	Yes	Yes	N/A
Governance			

	PREMIUM-CARE	ENTERPRISE-CARE	BASIC-CARE
Operational Service Review	Weekly	Every 2 Weeks	N/A
Monthly Operations Review	Yes	Yes	Digital Report
Executive Business Review	Quarterly	Semi-Annual	N/A
Priority Support			
Severity 1 Response	30 min	1 hour	2-4 hours
Severity 2 Response	1 hour	2 hours	4-8 hours

Skyhigh Plan		Severity 1	Severity 2	Severity 3	Severity 4
Initial Response	PREMIUM-CARE	30 mins	1 hour	4 hours	1 business day
	ENTERPRISE-CARE	1 hour	2 hours	4-8 hours	1 business day
	BASIC-CARE	2 hours	4 hours	1 business day	2 business days
Update Frequency	PREMIUM-CARE	At least once per hour unless agreed otherwise with the customer	At least twice per day unless agreed otherwise with the customer	Negotiated with the customer	Negotiated with the customer
	ENTERPRISE-CARE	At least once every two hours unless agreed otherwise with the customer	At least once per day unless agreed otherwise with the customer		
	BASIC-CARE	At least once every two hours unless agreed otherwise with the customer	At least once per day unless agreed otherwise with the customer		

Customer Support Plans

All Customer care Plans provide direct access to Technical Support Engineers for technical issue resolution.

Skyhigh Security Premier Care Plan –The Premier Care plan will entitle You to elevated support response times, including a maximum 30-minute response for *Severity 1 SRs* and a 1-hour response for *Severity 2 SRs*.

Skyhigh Security Enterprise Care Plan The Enterprise Care plan will entitle you to elevated support response times, including a maximum 1-hour response for *Severity 1 SRs* and a 2-hour response for *Severity 2 SRs*.

Skyhigh Security Basic Care Plan includes five (5) days of professional services to get the product fully deployed and operational. A non-dedicated remote CSM is assigned to work with the customer as part of this offering. This offering also includes e-learning plus access to webinars.

SKYHIGH PLAN	SS-PREMIUM-CARE	SS-ENTERPRISE-CARE	SS-BASIC-CARE
SLAs (Levels)			
Severity Level 1	30 min response	1-hour response	Standard
Severity Level 2	1-hour response	2-hour response	Standard

Severity Levels

Critical - Severity 1 Error:

A “Severity 1 Error” will mean that the Cloud Services is non-operational, and no Users can access the system, or the functionality is significantly decreased, or back-up or other security of data can no longer be performed. The defect affects mission-critical systems or information in the production environment. This may include any defect related to You or personal safety, system availability, overall data integrity or ability to serve You.

“Severity 1 Error” events will require immediate resolution. We must start the correction of “Severity 1 Errors no later than thirty (30) minutes following notification from You. We will work to correct Severity 1 Errors on a 24x7 basis until resolution. Our Support personnel as well as Your personnel may be required to sustain a twenty-four (24) hour per day effort to determine the root cause of the problem or until circumvention or resolution is provided. We will provide regular updates informing You of the progress to remedy the reported problem. For Severity 1 Errors only, telephone support is available to report irregularities twenty-four (24) hours per day seven (7) days per week.

High - Severity 2 Error:

A “Severity 2 Error” will mean that the Cloud Services is operational with functional limitations or restrictions but there is minimal business impact. The error has a large impact on the functionality of the application but does not require immediate release into the production environment.

We must start the correction of “Severity 2 Error” no later than one (1) hour following notification by You. We will work to correct Severity 2 Errors during normal business hours and will provide regular updates informing You of the progress to remedy the reported problem.

Medium - Severity 3 Error:

A “Severity 3 Error” will mean these Cloud Service is operational with functional limitations or restrictions that are not critical to the overall system operation. The error has a moderate impact on the functionality of the application. However, the Service remains usable by all groups.

We will work to correct Severity 3 Errors during normal business hours. We will use reasonable efforts to correct such errors within thirty (30) business days.

Low - Severity 4 Error:

A “Severity 4 Error” will mean the Cloud Service is operational with problems or errors, which have little impact on system operations. Severity 4 Errors will include documentation errors. The error has a minor impact on the functionality of the application.

“Severity 4 Error” events are normally corrected in the next maintenance release of the Cloud Service.

To Contact Us, please reach out to Your Customer Support Manager or through the Skyhigh Support Service Portal at https://supportm.trellix.com/webcenter/portal/supportportal/pages_home.

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