EXHIBIT X

"Embedded Partner Support Terms and Conditions or "Embedded Support Terms"

Capitalized Support Terms used but not defined herein shall have the meaning ascribed to them in the OEM Software License Agreement (the "Agreement"). For purposes of clarification, nothing in these Embedded Partner Support Terms (the "Support Terms") authorizes an OEM Partner ("Partner," "You," "Your") to use Trellix (the "Company," "We," "Us," "Our") Support for internal business purposes or for pre-sales activities. OEM Partner and Company may each be referred to in the Agreement and these Support Terms as a "Party" or together as the "Parties."

1. Definitions

Combined Offering means the OEM Partner's Product as bundled, combined, or integrated with the Company Product(s). The Combined Offering is further defined in the Agreement.

Company means the relevant entity listed in *Table A* (Territory Table), which has primary responsibility for providing Our Products or services in the Territory within which You are located.

TABLE A – TERRITORY TABLE

Territory	OEM Partner Entity	Principal Place of Business Address
Asia Pacific (excluding Australia, Japan, and China)	Musarubra Singapore Pte. Ltd.	238A Thomson Road, #12-01/05 Novena Square Tower A, Singapore, 307684
Australia	Musarubra Australia Pty Ltd	Level 16, 40 Mount Street, North Sydney, NSW 2060, Australia
China	McAfee (Beijing) Security Software Co. Ltd	Room 608, Unit 0610, 6/F Zhongyu Masion, No.6 North Workers' Stadium Road, Chaoyang District, Beijing, China
Europe, Middle East, Africa	Musarubra Ireland Limited	Building 2000, City Gate, Mahon, Cork, Ireland
Japan	Musarubra Japan KK	Shibuya Mark City West, 1-12-1, Dogenzaka, Shibuya-ku, Tokyo 150-0043, Japan
United States (except as stated below), Canada, Mexico, Central America, South America, or the Caribbean	Musarubra US, LLC	6000 Headquarters Drive, Suite 600, Plano, TX 75024, USA
U.S. Government, State or Local Government, Healthcare organization or Educational institution within the United States	Trellix Public Sector LLC	11911 Freedom Drive, Suite 400, Reston, VA, 20190, USA

Company Product(s) (the "**Product(s)")** means the products specified in the Agreement. Company Product(s) also includes the applicable documentation and the applicable paid-for Upgrades and

Updates to which You are entitled as part of purchased Support. Company Product(s) does not include any non-U.S. language versions of the Company Product(s), or any source code, except for any source code provided by Us in a software development kit, in Our sole discretion.

Embedded Product Specialist means a Company support engineer that receives and troubleshoots Service Requests Escalated by authorized Technical Support Engineers.

End User means an individual or entity that is authorized to use the Combined Offering for its internal business purposes or personal use and not for resale, further distribution, or for providing outsourcing services.

End User Support means those support services for the Combined Offering provided by or through You to an End User, as described herein.

Escalation or **Escalate** means to transfer or 'hand over' a Service Request from one support tier to the next higher support tier.

Grant Letter means a confirmation notice issued electronically by Us confirming Company Products and Support purchased, including without limitation the Support level entitlement, the Grant Number, the Support Period and download details.

Grant Number means a unique number communicated by Us in a Grant Letter confirming OEM Partner's Support entitlement and is required when accessing Support. The Partner Grant Number is confidential and should not be disclosed to any third parties or End Users, unless authorized by Us.

Hardware means Company branded hardware equipment but excludes any software or other intangible products.

Improper Escalation means an OEM Partner escalated Service Request to Us when a Partner should have resolved the issue based on the availability of information and support requirements defined by the support tiers described herein, as determined by Us.

OEM Partner Product(**s**) means the product or service, as further defined in the Agreement, which is separately owned or provided by You.

Pre-Deployment Support means technical support within the scope of these Support Terms provided to You by Us for generally available Company Products in a non-production environment prior to launch of the Combined Offering. This excludes any assistance in developing code, integration, customization, or support for software development kits.

ServicePortal means Our online support portal for the Trellix Embedded Support Program. The ServicePortal is a web-based service that allows You to access a database of Licensed Product releases, technical tools, frequently asked questions, documentation and information, bug reporting, and bug resolution. The ServicePortal is available for You at: https://www.trellix.com/en-us/support.html.

Service Request (**SR**) means a request for support assistance with Company Products, identified by a unique identifier or number for tracking purposes.

Support or **Technical Support** means the purchased support services for Company Products provided by Us to You, which includes Updates and Upgrades as defined herein.

Support Account Manager (**SAM**) means the Company individual assigned to manage the support relationship with the OEM Partner as described herein.

Support Period means the effective time period during which a purchased Support entitlement is confirmed in a Grant Letter.

Support Region(**s**) means the five Company support regions, including North America ("NA"); Europe, Middle East, and Africa ("EMEA"); Asia Pacific ("APAC"); Japan, and Latin America

("LTAM"), as listed in the above *Table A* (Territory Table),

Technical Support Engineer (**TSE**) means an OEM Partner employee who has completed the required Company technical training in *Exhibit "X-1"* to perform Tier I or Tier II Support for Company Products.

Term means the Initial Support Term and any Renewal Support Term(s) in accordance with the Agreement.

Tier I Support or **Tier I** means the initial contact point for End Users to receive End User Support as further defined in Section 7.

Tier II Support or **Tier II** means the Escalation point from Tier I Support of unresolved Service Requests as further defined in Section 7.

Tier III Support or **Tier III** means the Escalation point from Tier II of unresolved Service Requests as further defined in Section 8.

Updates mean content of the Company Product and include without limitation all DATs ("**DATs**" or detection definition files, also referred to as signature files, are the code anti-malware software uses to detect and repair viruses, Trojan horses, and potentially unwanted programs), signature sets, policy updates, database updates for the Company Product which are made generally available to Our customer base as a part of Support, and which are not separately priced or marketed by Us.

Upgrades mean any and all improvements in the Company Product which are made generally available to Our customer base as a part of Support, and which are not separately priced or marketed by Us.

2. Appointment

2.1 During the Term, You agree to provide End User Support as set forth in these Support Terms. Your rights and obligations are non-exclusive and non-transferable. Except as expressly permitted in writing by Us, You may not delegate any of Your End User Support obligations under these Support Terms to any third-party. Without limiting the generality of the foregoing, all rights not specifically granted herein are reserved by Us.

2.2 You are solely responsible for all verbal and written contact, correspondence, and maintenance with Your End Users. You must communicate to the End User customers that all End User Support calls should go to You, not Us.

2.3 If You elect to purchase or renew Support, You must purchase or renew Support for all Company Products in use at the End User location.

2.4 The Support Period either begins: (i) at the date specified in the Grant Letter; or (ii) at the renewal date of the expiration of a previous Support Period. In the event the Support expires, any reinstatement of Support must be purchased to cover the lapsed Support since expiration and be renewed until the Support is current. Support must be purchased within one (1) year after expiration of the previous Support Period. An additional out of compliance fee is required for lapsed Support, subject to Our then current price of Support. We reserve the right to: (i) inspect Hardware for which Support has lapsed for more than ninety (90) days by itself or by its agents in consideration of a separate mutually agreeable fee; and (ii) to request You agree to install the most current Upgrades and Updates before We agree to renew Support.

3. OEM Partner Resourcing and Training Requirements

You agree to promptly achieve and maintain the Resourcing and Training Requirements defined in *Exhibit "X-1"* Resourcing and Training Requirements regarding applicable Company Products before any End User Support is provided.

4. OEM Partner Technical Support Engineers

4.1 <u>Per Unit Support Model</u>. You may select up to ten (10) designated Technical Support Engineers ("**Authorized Contacts**") who can escalate Service Requests to Us in order to achieve accurate sharing of information and knowledge and to avoid disparity. TSEs must complete the Training and Certification Requirements for the Licensed Product, for which they are Escalating, prior to Escalating Service Requests. Additional Authorized Contacts may be purchased.

4.2 <u>Per Service Request Support Model</u>. You may designate Authorized Contacts who can Escalate Service Requests to Us. TSEs must complete the Training and Certification Requirements for the Licensed Product, for which they are Escalating, prior to Escalating Service Requests. The number of Authorized Contacts is indicated in the pricing table in *Exhibit D-2*. Additional Authorized Contacts may be purchased.

5. Embedded Partner Support Program Entitlement

5.1 Provided You meet the relevant Company Embedded Partner Support requirements defined herein and purchased the Support as defined in *Exhibit A*, We shall provide to You:

    (a) Access to Embedded Product Specialists to resolve Company Product issues, incompatibility with other applications, severe system problems, and major application problems with communications or viruses.

    (b) Access to an assigned SAM can be purchased for primary Support Region for an additional fee described in *Exhibit A*. The SAM provides account management and escalation resource for You and is not responsible for providing technical assistance in relation to a Service Request.

    (c) Access to use and distribute Updates and Upgrades.

    (d) Access to Pre-Deployment Support for a period not to exceed one (1) year from the Effective Date of the contract.

6. Updates and Upgrades

During the Support Period, provided You have an active OEM Support entitlement/grant, We will make Updates and Upgrades available to You. All Updates should be promptly downloaded, distributed, and installed as released by Us during the Support Period. We strongly suggest that all Upgrades are downloaded, distributed, and installed as released by Us during the Support Period, and You acknowledge that any failure to do so could result in an inability to receive Updates and Support and therefore could cause major security risks. An Upgrade may require a hardware upgrade or new platform conversion to function properly.

7. Tier I and Tier II Support by OEM Partner

7.1 You are responsible for all Tier I Support and Tier II Support to End Users.

7.2 As part of its Tier I Support obligations, You shall provide the support mechanism for End Users to contact Technical Support, which may include:

    (a) Telephone access;
    (b) Electronic access via Web, email, or chat; and
    (c) Online access to FAQs, known issues lists and other self-assistance tools and utilities.

7.3   Prior to escalating to Us for Support, You shall provide the following activities, which include without limitation:

(a)   Perform industry-standard Tier I Support and Tier II Support to End Users by utilizing best efforts to diagnose and resolve End User Service Requests;

(b)   Use commercially reasonable efforts to reproduce issue and list steps to reproduce the issue;

(c)   Apply workarounds or patches provided by Us for known issues;

(d)   Utilize Our available troubleshooting tools and knowledge bases;

(e)   Obtain troubleshooting/install logs;

(f)   Collect minimum escalation requirements ("MER"), as provided by Us; and

(g)   Provide detailed problem description including troubleshooting steps taken.

8.   Escalation Procedures

8.1   In the event that You are required to Escalate the Service Request to Company Technical Support, You shall:

(a)   Report the Company Product error or problem to Company Technical Support. You should be prepared to provide Us with: (i) the Grant Number; (ii) a detailed description of the problems or errors; (iii) a description of the Hardware meeting published Our specifications on which the Company Product is loaded, and (iv) and the names and versions of any operating systems, networks, and software running with the Company Product including patches and fixes. We may request You take certain actions to determine whether the problem or error is related to the Company Product, Hardware, or other item.

(b)   Escalate the Service Request in English, by contacting Company Technical Support via the web portal or telephone in accordance with Our Embedded Escalation and Response Charter. You may escalate all Severity 1 and 2 Service Requests via telephone.

8.2   We reserve the right to refer the Improper Escalation back to You if We determine the Escalated Service Request should be addressed by You. We shall provide You information as to why the Escalated Service Request is being referred back to You for resolution.

9.   Tier II Support by the Company

9.1   We are responsible for all Tier III Support to You.

9.2   Tier III Support is provided by a Company Embedded Product Specialists.

9.3   As part of its Tier III Support obligations, We shall provide the following activities, which include without limitation:

(a)   Receive and maintain Escalated Service Requests including additional data collection and data integrity;

(b)   Respond to and communicate with Authorized Contacts for Escalated Service Requests;

(c)   Analyze and use commercially reasonable efforts to isolate, reproduce, and resolve Escalated Service Requests;

(d)   Use commercially reasonable efforts to provide any available workaround, resolution, or product patch to You for the Service Requests

(e) In the event (d) above is not possible, escalate the Service Request to Company engineering in the event that an Embedded Product Specialist finds a known issue or program error;

(f) Use commercially reasonable efforts to reproduce such problems on Hardware currently in Our possession, which in Our discretion meets minimum specifications for compatibility with Us or the Company Product. If We are unable to reproduce such problems, You should reasonably assist Us in such efforts; and

(g) In the event the Parties agree that any Company Technical Support resource needs to travel to Your facilities, You shall pay the Company Technical Support resource travel and expense costs as mutually agreed in writing.

10. Company Support Availability

10.1 Access to Embedded Product Specialists is available 24 hours a day, 7 days a week for Severity 1 and Severity 2 Service Requests; or standard business hours in the local geography providing support, excluding holidays and weekends, for all other Service Requests. We shall provide You with the required contact details.

10.2 Support shall be provided in English only.

11. Company Categorization of Service Requests and Response

11.1 We shall categorize Service Requests for Tier III Support Escalations and use commercially reasonable efforts to respond to issues Escalated by You in accordance with the applicable Escalation and Response Charter at: https://supportm.trellix.com/webcenter/content/conn/spr-ucm/path/Enterprise%20Libraries/sp/WebContent/ProgramsAndPolicies/documents/csg-service-level-goals.pdf

11.2 We may schedule meetings or conference calls with Your support organization to ensure effective sharing of knowledge and information. This will be conducted in English only.

11.3 We may request from Your End User authorization to perform remote diagnostics to determine and resolve a Service Request.

12. OEM Partner Performance Metric

You will ensure that no more than twenty percent (20%) of total Service Requests Escalated to Us are Improper Escalations, as determined by Us.

13. OEM Partner Performance Management

13.1 If the above Performance Metric threshold is not met:

(a) If You exceed the threshold for a rolling 3-month period, We will notify You in writing and You will provide Us a written report detailing the cause and an action plan to remedy this within 30 days of notification from Us.

(b) If You exceed the threshold for two (2) consecutive quarters, We may place You on a remediation plan and calls may be directed to Our Tier I support organization.

13.2 We reserve the right to change the Performance Metric on a periodic basis

13.3 We reserve the right to Support Terminate this Exhibit with You in accordance with the Support Termination provisions contained herein in the event You fail to fulfill its obligations under this "Exhibit X".

14. RMA Hardware Returns

You must request all RMA returns for End Users (if applicable), provided End User or You have a valid Hardware support entitlement with Us. Return instructions will be provided to You at the time the RMA number is assigned. You shall provide instructions to the End User to return the defective Hardware or parts to Us and then the defective Hardware or parts will be repaired or replaced at Our discretion. The repaired or replaced parts may be shipped directly to the End User. For more details on Hardware Support, please refer to the Hardware Support User Guide located at: https://supportm.trellix.com/SPR/WebContent/ProgramsAndPolicies/wp-hardware-support-user-guide.pdf

15. Self-Help Documentation for End Users

15.1   We shall provide You any available and adequate self-help documentation in English, via electronic means, and where possible in Your supported language. Where Your supported language is not available, it is Your responsibility to localize the self-help documentation.

15.2   We reserve the right to review and approve any self-help documents which are developed or localized by You as it relates to Company Products, before posting to Your support portal or any other public web page.

16. Backup and Restore

Our ability to provide Support may be limited if You do not keep adequate backup copies of the data.

17. Supported Versions and End-of-Life

17.1   The provision of Support is limited to: (i) the current version and one (1) prior version of the Company Product; and (ii) problems that can be reproduced in operating the Company Product in a configuration meeting published Our specifications. You understand and agree that it is Your responsibility to review Our Product Support Lifecycle webpage at https://trellix.com/en-us/assets/docs/legal/support-policy-product-support-eol.pdf, to determine whether a Company Product qualifies for Support.

17.2   Notwithstanding any of the foregoing, Support of a Company Product is subject to Our End-of-Life Policy available at: https://trellix.com/en-us/assets/docs/legal/support-policy-product-support-eol.pdf, You acknowledge it is Your responsibility to sign up for SNS to receive Support alerts, notices and weekly bulletins, located at: https://www.trellix.com/en-us/contact-us/sns-preferences.html.

17.3   For Antivirus scan engines and their associated VirusScan command line scanners begin their End-of-Life process once a new engine version is released. Upon release of the new engine version, the previous engine will be supported in accordance with Company Products and Technology Support Lifecycle webpage described above. At the end of which You will not be able to receive any further Support on the previous version. In order for a Company Product that uses Our scan engine to be fully supported, a supported Company Product version and a supported scan engine must both be deployed. If either the product version or the scan engine is not supported, then the total product configuration is not supported.

18. General Recording

In providing Support, We may record all or part of telephone calls between: (i) OEM Partner and Company; and/or (ii) End User customer and Company for quality assurance and training purposes in compliance with applicable laws.

EXHIBIT X-1

Resourcing and Training Requirements

The Resourcing and Training Requirements are supplemental to the Embedded Support Terms in Exhibit "X".

1.	**Technical Support Engineers**

1.1 You shall maintain an adequate number of TSEs to perform Support for Company Product. TSEs should be different individuals from personnel employed by You to perform pre-sales activities or Product installation (e.g. system engineers).

1.2 Each TSE shall have the following skill sets before beginning Company training:

(a) Experience in a wide-range of computer operating systems and desktop software;

(b) A strong working knowledge of networking, as well as installation, troubleshooting, upgrading, integration, and client/server operations;

(c) At least three years of full-time experience in customer care/customer support;

(d) CompTIA Security+ certification and CISSP certification are highly recommended;

(e) Networking knowledge and/or certification;

(f) Mail system knowledge (Exchange);

(g) Ability to read network logs/captures;

(h) Database knowledge;

(i) SQL and/or MSDE certification or equivalent work experience;

(j) Exchange certification or equivalent work experience;

(k) Windows, Linux and/or Mac certification or equivalent work experience;

(l) Security and networking certifications; and

(m) Fluent command of the English language.

1.3 You shall use best efforts to ensure TSEs complete the Company Product training described in Section 2 prior to engaging in End User Support.

1.4 You shall submit to Us a list of TSEs (should include name and email address) and other personnel to be trained, which will be used for registration on Our electronic training environment.

2.	**Training Requirements**

2.1 Your TSEs shall complete all relevant courses and course updates for the Company Products being supported within 90 days of availability:

(a) Review the applicable training material for the Company Products being supported;

(b) Review all relevant Company Product guides located at https://www.trellix.com/en-us/support.html; and

(c) Complete, with a minimum pass rate of 80%, the respective Company Product exams which include written exams and/or lab exercise exams (where available).

2.2   You shall ensure that operational, laboratory and training hardware and systems meet the minimum systems requirements for the Company Products being supported.

2.3   If additional training is required in Our sole and reasonable discretion, You shall work with Us to define such supplemental training requirements.

3.   Company Product Training

3.1   We shall provide You with training (where available) in English to support Company Products, which may include (but may not be limited to) the following:

    (a)   e-Learning (free of charge) and instructor-led training (remote or classroom-based, as appropriate);

    (b)   Company Product usage, Company Product install/re-install procedures, troubleshooting steps and procedures and Company Product FAQs and known issues; and

    (c)   "Train-the-trainer" courses upon request, will be priced separately and mutually agreed upon in writing.

3.2   We shall provide You a training plan with login credentials upon execution of this agreement, provided You submit to Us a list of TSEs, as defined in Section 1.4.

4.   Technical Evaluation

We reserve the right to perform a comprehensive technical evaluation of OEM Partner TSEs.

For Incorporation into Exhibit A <mark>(of the Agreement):</mark>

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EXHIBIT A

Embedded Partner Support Pricing
</div>

1.   Embedded Partner Annual Fixed Support Fees (EPFMKM-AT)

<mark><Option A: If applies, delete Options B & C></mark>

You must purchase and pre-pay the first year of Support fees as defined in this Exhibit A. We shall invoice on or about the Effective Date and the amount shall be due and payable net 30. If You renew Support after the first year, You shall pre-pay the then-current Support fees. We shall invoice You at the commencement of each Support Period. For purposes of clarification, if You elect not to renew Support after the first year, You will not be entitled to any form of Support from Us as described in Exhibit "X". The renewal of this Support shall be at the Embedded Partner Annual Fixed Support Fees set forth in Figure 1 below. We reserve the right to revise the Support pricing with sixty (60) days written notice prior to the next renewal Support Term. Embedded Partner Annual Fixed Support Fees are based on forecast for initial year and total units under support for subsequent years. Additional annual optional uplifts are available as defined in Figure 1 below for an additional fee.

Figure 1. Embedded Partner Annual Fixed Support Fees for software

Embedded Partner Annual Fixed Support Fees	Annual Support Fees (USD)	Description
EP1MKM-AT	$25,000	Support for <=10,000 units under support
EP2MKM-AT	$50,000	Support for 10,001 – 50,000 units under support
EP3MKM-AT	$95,000	Support for 50,001 – 200,000 units under support
EP4MKM-AT	$195,000	Support for 200,001 – 400,000 units under support
EP5MKM-AT	$275,000	Support for 400,001 – 700,000 units under support
EP6MKM-AT	$345,000	Support for 700,001 – 1,000,000 units under support
EP7MKM-AT	Call for pricing	Support for greater than 1,000,000 units under support
Annual Optional Uplifts		
ASCMKM-KD	$7,000	Partner Support - Add 3 Authorized Contacts (Maximum 2 ASCMKM-KD allowed for purchase)
ASMMKM-AT	$25,000	Designated Partner Support Account Manager

2. Embedded Partner Annual Per Service Request Support Fees (EPSMKM-AA-xA)

<Option B: If applies, delete Options A & C>

You must purchase and pre-pay the first year of Support fees as defined in this Exhibit A. We shall invoice on or about the Effective Date and the amount shall be due and payable net 30. If You renew Support after the first year, You shall pre-pay the then-current Support fees. We shall invoice You at the commencement of each Support Period. If You exceed the purchased number of Service Requests prior to the end of the Support Period, You shall be required to issue a purchase order to Us at the True Up Price Per Service Request for the corresponding Band in the table below multiplied by the number of Service Requests in excess of the number of prepaid Service Requests. For purposes of clarification, if You elect not to renew Support after the first year, You will not be entitled to any form of Support from Us as described in Exhibit "X". The renewal of this Support shall be at the Embedded Partner Annual Per Service Request Support Fees set forth in Figure 1 below. We reserve the right to revise the Support pricing with sixty (60) days written notice prior to the next renewal Support Term. Embedded Partner Annual Per Service Request Support Fees are based on the number of Service Requests You purchase for the applicable Support Period. Additional annual optional uplifts are available as defined in Figure 2 below for an additional fee.

Figure 2. Embedded Partner Annual Per Service Request Support Fees for Products*

SKU: EPSMKM-AA-xA				
Band	Service Requests	Price/SR	True-Up Price/SR	Authorized Contacts
A	10-20	$1,000	$1,000	5
B	21-40	$800	$1,000	10
C	41-70	$650	$725	10
D	71-125	$575	$650	15
E	126-250	$500	$575	20
F	251-500	$425	$500	25

* Please note that Hardware purchases may be subject to additional Support fees. Figure 2. Embedded Partner Support Optional Annual Uplifts

Annual Optional Uplifts		
ASCMKM-KD	$7,000	Partner Support - Add 3 Authorized Contacts (Maximum 2 ASCMKM-KD allowed for purchase)
ASMMKM-AT	$25,000	Designated Partner Support Account Manager

3. Embedded Partner Annual Per Unit Support Fees (EPUMKM-AT)

<Option C: If applies, delete Options A & B>

You must purchase Support on a per unit basis for all licensed units of software and all purchased units of Hardware, for at least the first year, at the price set forth in Exhibit A. You shall report and pre-pay the applicable Support fee under this Exhibit A at the commencement of the period for which Support has been purchased. The Support period for a unit commences on Your shipment to the customer of the Combined Offering. You shall not seek Support for any units beyond the applicable Support period. For purposes of clarification, if You elect not to renew Support for a unit after the first year, You will not be entitled to any form of Support for that unit from Us as described in Exhibit "X". The renewal of Support shall be at the price set forth in this Exhibit. We reserve the right to revise the Support pricing with 60 days written notice prior to the next renewal Support Term. During the first year (mandatory) and each subsequent year (optional) that You elects to purchase Support, We require You to purchase a minimum of $25,000 in annual Support fees per year. If You do not meet the required minimum Support fee, We will invoice You and You will pay an annual true-up in the amount of $25,000 less the Support fees paid during the preceding year. The Additional Optional Uplift Support Fees can be found above.