

DIR-TSO-4288

APPENDIX D

SECUREWORKS END USER LICENSE AGREEMENT

BY SIGNING THIS END USER LICENSE AGREEMENT (“**AGREEMENT**”), YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND THE ENTITY IDENTIFIED ON THE SIGNATURE PAGE HERETO. THE EFFECTIVE DATE OF THIS AGREEMENT IS THE EARLIER OF THE DATE YOU SIGN THIS AGREEMENT OR THE DATE YOU DELIVER AN EXECUTED SERVICE ORDER FOR SECUREWORKS SERVICES (THE “**EFFECTIVE DATE**”).

This Agreement constitutes a legally binding agreement between the entity identified on the Service Order that is not the Reseller (as defined in Section 1.1) (also referred to as “**You**” or “**Customer**”) and SecureWorks, Inc., a Georgia corporation (“**SecureWorks**”). By signing, you agree to be bound by this Agreement. BY SIGNING, YOU INDICATE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS. DIR CONTRACT DIR-TSO-4288 ALONG WITH THIS AGREEMENT SUPERSEDES ANY CONFLICTING TERMS AND ANY CONFLICTING OR ADDITIONAL TERMS SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT.

1. Services; Equipment.

1.1 Managed Security Services. During the term of this Agreement and subject to the terms and conditions herein, SecureWorks agrees to provide managed security services (“**MSS Services**”) purchased by Customer through the reseller of SecureWorks Products identified on the Service Order (“**Reseller**”) in accordance with the terms of DIR Contract DIR-TSO-4288. The MSS Services shall be specified in one or more service order(s), purchase order or other similar ordering document or method (“**Service Order(s)**”) executed by Customer and Reseller. A detailed description of the MSS Services purchased is provided in the service description and service level agreement (“**SLA**”) for such MSS Services attached to each Service Order and incorporated therein by reference.

1.2 Equipment SecureWorks will provide certain equipment as necessary for Customer to receive the MSS Services (“**Equipment**”). Upon the

earlier of the termination in accordance with Section 11B of Appendix A, Standard Terms and Conditions of DIR Contract DIR-TSO-4288 or expiration of this Agreement and/or the applicable Service Order, Customer will return all Equipment to SecureWorks and shall erase, destroy and cease use of all Software (as defined in Section 2.1) located on any Customer equipment. If Customer does not return Equipment, Customer will be responsible for the then-current replacement costs of such Equipment.

2. MSS Services Software; License; Restrictions.

2.1 License to Software, Documentation and Products. SecureWorks will provide Customer with: (i) user IDs, tokens, and passwords, (ii) access and use of the software (in object code format only) (the “**Software**”), (iii) digital signatures, and (iv) access and use of the SecureWorks customer online portal (details and login details of which shall be provided by SecureWorks to the Customer) (the “**Portal**”), in each case as necessary for Customer to receive the MSS Services. SecureWorks will also provide Customer with the applicable written directions and/or policies relating to the MSS Services, which may be in paper or electronic format (the “**Documentation**”, and collectively with the Portal, MSS Services, Equipment and Software, the “**Products**”), or a combination thereof, as necessary for Customer to receive the MSS Services and access the Portal. Subject to the terms and conditions of DIR Contract DIR-TSO-4288 and this Agreement (including, without limitation, the restrictions set forth in Section 2.2 below), SecureWorks grants to Customer a limited, non-transferable, non-sublicensable, royalty-free and non-exclusive license to access and use, and for Customer’s Affiliate(s) to access and use, during the term of the MSS Services only, the Products delivered to Customer.

2.2 Restrictions. Customer (i) will use the Products for its internal security purposes only, and (ii) will not, for itself, any Affiliate of Customer or any third party: (a) sell, rent, license, assign, distribute, or transfer any of the Products; (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the Software; (c) copy any Software or Documentation, except that Customer may make a reasonable number of copies of the Documentation for its internal use (provided Customer reproduces on such copies all proprietary notices of SecureWorks or its suppliers); or (d) remove from any

Software, Documentation or Equipment any language or designation indicating the confidential nature thereof or the proprietary rights of SecureWorks or its suppliers. In addition, Customer will not, and will not permit unaffiliated third parties to, (I) use the Products on a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; (II) alter any aspect of any Software or Equipment; or (III) assign, transfer, license, distribute, or otherwise provide access to any of the Products to any unaffiliated third party or otherwise use any Product with or for the benefit of any unaffiliated third party.

3. Customer Responsibilities.

3.1 Customer will provide SecureWorks with the cooperation, access and detailed information reasonably necessary for SecureWorks to implement and deliver the MSS Services, including (i) test time on Customer's computer systems and networks sufficient for SecureWorks to provide the MSS Services and (ii) one employee who has substantial computer system and network and project management experience reasonably satisfactory to SecureWorks to act as project manager and as a liaison between Customer and SecureWorks. SecureWorks will be excused from any failure to perform its obligations under this Agreement to the extent such failure is caused by Customer's delay or failure to perform its responsibilities under this Agreement.

3.2 If and to the extent that SecureWorks is providing managed or co-managed MSS Services hereunder, the obligations of SecureWorks to comply with the SLAs applicable to the MSS Services are dependent on SecureWorks' ability to connect directly to the Customer devices on the Customer's network through an authenticated server in SecureWorks' secure operations center. If and to the extent that SecureWorks is required to connect to Customer devices via Customer's VPN or other indirect or nonstandard means, then to the extent that SecureWorks is required to make adds, moves, or changes to or otherwise access such devices in connection with any incident response or help desk request, SecureWorks (i) can make no guarantees or give any assurances of compliance with the SLAs with respect thereto and (ii) shall have no responsibility or liability for any failure to perform or delay in performing its obligations or meeting its SLAs hereunder.

3.3 In providing the vulnerability assessment service (if purchased by Customer) (the "**Vulnerability Assessment Service**"), SecureWorks will take all reasonable precautions to minimize negative impact to Customer's computer systems and network; however, Customer acknowledges that

performance of such Vulnerability Assessment Service may temporarily degrade operation of Customer's computer systems and network.

3.4 Customer acknowledges that SecureWorks' performance and delivery of the MSS Services are contingent upon: (A) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, network and information, and (B) Customer's timely decision-making, providing the requested information and granting of approvals or permissions. Customer (i) has obtained or shall promptly obtain and provide to SecureWorks any required licenses, approvals or consents necessary for SecureWorks' performance of the MSS Services and (ii) shall perform such actions and tasks, in each case, as may be reasonably requested by SecureWorks to enable SecureWorks to perform the MSS Services in accordance with this Agreement (including, but not limited to, the Customer responsibilities set forth in a Service Order). SecureWorks will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Customer's delay in performing or failure to perform its responsibilities under this Agreement and/or the applicable Service Order.

3.5 Customer is responsible for providing timely, accurate and complete information and reasonable assistance to SecureWorks, and Customer acknowledges and agrees that information developed by the MSS Services or advice and recommendations of SecureWorks in connection therewith may be impacted by untimely, inaccurate or incomplete information provided by Customer. Unless otherwise agreed in writing, SecureWorks will not validate or confirm any information or materials provided by Customer.

3.6 Customer is responsible for all management functions and decisions, including establishing and maintaining Customer's internal controls, evaluating and accepting the adequacy of the MSS Services in addressing Customer's needs and making decisions whether to proceed with advice and recommendations of SecureWorks.

4. Term and Termination

4.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until all Service Orders hereunder have expired or been terminated.

4.2 Term of Service Orders(s). The term for the applicable MSS Services will be specified on each Service Order.

4.3 Effect of Termination. Upon termination or expiration of this Agreement, the license granted to

Customer with respect to the Products will immediately terminate, unless Customer has terminated the Agreement due to the fault of SecureWorks.

5. Proprietary Rights.

5.1 Customer's Proprietary Rights. Customer represents and warrants that it has the necessary rights, power and authority to transmit Customer Data (as defined below) to SecureWorks under this Agreement, including with respect to all federal, state, local and international laws, rules and regulations (collectively, "**Applicable Laws**") applicable to Customer Data. As between Customer and SecureWorks, Customer will own all right, title and interest in and to (i) (A) any data provided by Customer and/or its Affiliate(s) to SecureWorks and (B) Customer's data accessed or used by SecureWorks or transmitted by Customer to SecureWorks or SecureWorks Equipment in connection with SecureWorks' provision of the MSS Services, including, but not limited to, Customer's data included in any written or printed summaries, analyses or reports generated in connection with the MSS Services (Customer's data collectively, "**Customer Data**"), (ii) all intellectual property, including patents, copyrights, trademarks, trade secrets and other proprietary rights and information (collectively, "**IP**") of Customer that may be made available to SecureWorks in the course of providing MSS Services under this Agreement, and (iii) all Confidential Information (as defined in Section 6) of Customer or its Affiliates, including, but not limited to, Customer Data, Customer Reports, and other Customer files, documentation and related materials, in each case under this clause (iii), obtained by SecureWorks in connection with this Agreement.

Customer grants to SecureWorks a limited, non-exclusive license to use the Customer Data to perform the Services. SecureWorks may process Security Event Data during and after the term hereof to develop and enhance its products and services. "**Security Event Data**" means information, collected during SecureWorks' provision of Services, related to security events. This Agreement does not transfer or convey to SecureWorks or any third party any right, title or interest in or to Customer Data or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this Agreement.

During the term of the MSS Services, Customer grants to SecureWorks a limited, non-exclusive, royalty-free license to use Customer Data to (i) perform the MSS Services hereunder; and (ii) perform research to enhance its MSS Services, including: (1) monitoring the performance of the MSS Services; and (2)

optimizing the MSS Services by improving performance, functionality and usability; provided, however that SecureWorks' obligations of confidentiality with respect to Customer Data shall apply to SecureWorks' use of Customer Data as set forth in this paragraph. This Agreement does not transfer or convey to SecureWorks or any third party any right, title or interest in or to Customer Data or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with DIR Contract DIR-TSO-4288 and this Agreement.

5.2 SecureWorks' Proprietary Rights. As between Customer and SecureWorks, SecureWorks will own all right, title and interest in and to the Products and MSS Services. This Agreement does not transfer or convey to Customer, any of its Affiliates, or any third party, any right, title or interest in or to the Products and MSS Services or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this Agreement. SecureWorks will retain ownership of all copies of the Documentation. SecureWorks agrees to transfer to Customer, all right, title and interest in and to any Equipment purchased by Customer ("**Customer Purchased Equipment**"), excluding any right, title or interest in and to the Software and any other SecureWorks IP loaded onto such Customer Purchased Equipment. In addition, Customer agrees that SecureWorks is the owner of all right, title and interest in all IP in any work, including, but not limited to, all inventions, methods, processes, and computer programs including any source code or object code (and any enhancements and modifications made to any of the foregoing), contained within the MSS Services and/or Products, developed by SecureWorks in connection with the performance of the MSS Services hereunder and of general applicability across SecureWorks' customer base (collectively, the "**Works**"), and Customer hereby assigns to SecureWorks all right, title and interest in and to any IP that Customer may have in and to such Works; provided, however, that such Works shall not include Customer's Confidential Information (as defined in Section 6), Customer Data, or Customer Reports (as defined in Section 5.3). Without limiting the foregoing, SecureWorks will own all right, title and interest in and to all IP in any advisory data, threat data, vulnerability data, analyses, summaries, bulletins and information made available to Customer in SecureWorks' provision of its counter threat intelligence MSS Services (the "**TI Reports**").

During the term of the MSS Services, SecureWorks grants to Customer a limited, non-transferable, non-sublicensable, royalty-free, non-exclusive license to use such Works and TI Reports solely for Customer to

receive the MSS Services and for Customer's or its Affiliate's internal security purposes only. Customer acknowledges that any license to the Products, MSS Services, Works and TI Reports immediately expires upon the expiration or termination (except when due to the fault of SecureWorks) of any individual Service Order and/or this Agreement. Customer may retain any information provided by SecureWorks, solely for Customer's internal use.

At all times during the term of this Agreement and thereafter, Customer covenants and agrees not to take any action, either directly or indirectly, to: (i) challenge, question, or attempt to invalidate any of the ownership rights of SecureWorks described in this Section 5.2; or (ii) assert any IP or other rights in or to any of the Products, MSS Services, Works, or TI Reports, , other than the limited licenses granted to Customer under this Agreement.

5.3 Customer Reports. Customer shall own all right, title and interest in and to any written summaries, reports, analyses, and findings or other information or documentation prepared uniquely and exclusively for Customer in connection with the MSS Services and as specified in a Service Order (the "**Customer Reports**"). For clarity, the Customer Reports do not include the TI Reports, as set forth in Section 5.2 above. The provision by Customer of any Customer Report, any information therein or any other results or output of the MSS Services to any unaffiliated third party shall not entitle such unaffiliated third party to rely on the Customer Report or the contents thereof in any manner or for any purpose whatsoever, and SecureWorks specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such unaffiliated third party arising from or related to reliance by such unaffiliated third party on any Customer Report or any contents thereof.

6. Confidentiality.

In the performance of the MSS Services, Customer and SecureWorks may have access to or be exposed to proprietary or confidential information of the other party, including, but not limited to software, product plans, marketing and sales information, customer lists, "know-how," and trade secrets, regardless of the form or medium of such information, whether or not such information constitutes a trade secret under Applicable Law, and whether or not such information is marked or identified as "proprietary", "confidential" or similar designation at the time of access or exposure (collectively, "**Confidential Information**"). Each party may use and reproduce the other party's Confidential Information in connection with

performing under this Agreement, and not for any other purpose. Neither party may disclose the other party's Confidential Information to any third parties unless such disclosure is to personnel of SecureWorks or Customer, including employees, agents and subcontractors, on a "need-to-know" basis in connection with its performance obligations pursuant to this Agreement, so long as such personnel have agreed to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like-kind nature, but in no case less than a commercially reasonable standard of care. The foregoing restrictions shall not pertain to any information which (A) was known by one party prior to its receipt from the other or is or becomes public knowledge without the fault of the recipient, (B) is received by the recipient from a source other than a party to this Agreement, (C) is independently developed by a party without causing a breach of the terms hereunder, or (D) a party is required to disclose in response to an order by a court or governmental agency (or, for Customer, as required by applicable open records or public information laws), provided that advance notice of the disclosure is provided to other party.

During the term of this Agreement and the MSS Services, SecureWorks shall employ and maintain reasonable and appropriate safeguards designed to: (a) reasonably protect all Customer Data in SecureWorks' possession from unauthorized use, alteration, access or disclosure; (b) detect and prevent against a Security Breach (as defined below); and (c) help ensure that SecureWorks' employees and agents are appropriately trained to maintain the confidentiality and security of Customer Data in SecureWorks' possession ("**Security Requirements**"). SecureWorks hereby represents and warrants that it will comply with its Security Requirements at all times under the provision of Services. SecureWorks may update the Security Requirements from time to time as needed, however, any updates made to SecureWorks Security Requirements will not diminish or lessen any security afforded by the then-current Security Requirements.

SecureWorks agrees to notify Customer reasonably promptly upon becoming aware of a confirmed use or disclosure of Customer Data or Customer Confidential Information in SecureWorks' possession or control in violation of this Agreement (a "**Security Breach**").

This Section 6 shall survive for as long as such Confidential Information remains in such party's

possession.

7. Warranties; Limitation of Liability and Consulting Services Disclaimer.

7.1 Warranties. SECUREWORKS WARRANTS THAT: (I) ITS PERSONNEL ARE ADEQUATELY TRAINED AND COMPETENT TO PERFORM THE MSS SERVICES AND (II) THE MSS SERVICES SHALL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE APPLICABLE SERVICE ORDER AND THIS AGREEMENT. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7.1, SECUREWORKS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE PRODUCTS, CUSTOMER REPORTS OR MSS SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD-PARTY PURCHASES. Customer understands that SecureWorks' services do not constitute any guarantee or assurance that security of Customer's systems, networks and assets cannot be breached or are not at risk.

7.2 Limitation of Liability

7.2.1 LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH SECTION 10K OF APPENDIX A, STANDARD TERMS AND CONDITIONS OF DIR CONTRACT DIR-TSO-4288. SECUREWORKS WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. Indemnification.

8.1 Indemnification shall be handled in accordance with Section 10A of Appendix A, Standard Terms and Conditions of DIR Contract DIR-TSO-4288.

9. Export.

A. Except as expressly provided below in Section 9.B., and regardless of any other provision of this Contract, all data of Customer shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States.

B. Before SecureWorks may enter into a transaction with a Customer, it must request and receive from the Customer an executed Data Protection Agreement,

separate and distinct from the EULA or Purchase Order, describing specifically the data of Customer, activities that will or may be taken by SecureWorks as to such data, location(s) where such activities as to such data will or may be performed, and duration of time the data is or may be acted upon or retained at or from such location(s).

10. OFAC Warranty. Customer warrants that neither it, nor any of its Affiliates or such party's agents are on any list maintained by the United States Treasury Department's Office of Foreign Assets Control of persons, entities, or prohibited or restricted jurisdictions. Customer agrees that it will promptly notify SecureWorks in writing if it becomes aware of any changes to this warranty or if to Customer's knowledge any change is threatened. In such event, SecureWorks shall have the ability to immediately terminate this Agreement without affording Customer an opportunity to cure.

11. Government Relations. [Text intentionally deleted.]

12. Additional Terms.

12.1 Independent Contractor Relationship; Assignment; Subcontracting. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement. Neither party will use the other party's name (except internal use only), trademark, logos, or trade name without the prior written consent of the other party. Subject to Section 4D of Appendix A, Standard Terms and Conditions of DIR Contract DIR-TSO-4288, and the terms of this Agreement, SecureWorks may assign, subcontract or delegate in whole or in part this Agreement, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, provided that SecureWorks shall remain responsible for the performance of the MSS Services under this Agreement. Otherwise, neither party may assign this Agreement without the permission of the other party, which such permission shall not be unreasonably withheld or delayed.

12.2 Entire Agreement; Severability; Section Headings. DIR Contract DIR-TSO-4288, this Agreement and the Service Orders are the entire agreement between SecureWorks and Customer with respect to its subject matter and supersede all prior oral and written understandings, agreements, communications, and terms and conditions between the parties, including without limitation any terms contained within a purchase order issued by Customer in connection with the MSS Services, including, but

not limited to, any security or privacy agreements executed by the parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of this Agreement.

12.3 Force Majeure. Force majeure shall be handled in accordance with Section 11C of Appendix A, Standard Terms and Conditions of DIR Contract DIR-TSO-4288.

12.4 Governing Law, Forum and Language.

12.4.1 THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, IN ACCORDANCE WITH SECTION 4F OF APPENDIX A, STANDARD TERMS AND CONDITIONS OF DIR CONTRACT DIR-TSO-4288 WITHOUT REGARD TO ITS CONFLICTS OR CHOICE OF LAW RULES OR PRINCIPLES. THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL NOT BE GOVERNED BY OR CONSTRUED IN ACCORDANCE WITH THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Exclusive venue shall lie in the State District Courts of Travis County, Texas.

12.4.2 This Agreement will be interpreted and construed in accordance with the English language.

12.5 Survival. Sections 5 - 12 shall survive any expiration or termination of this Agreement.

12.6 No Third Party Beneficiaries. Unless expressly provided otherwise herein, the parties do not intend, nor will any Section hereof be interpreted, to create for any third party beneficiary rights with respect to either of the parties.

SecureWorks, Inc.
Signature:
Name:
Position:
Date:

Customer
Signature:
Name:
Position:
Date: