

## GLOBAL PARTNER AGREEMENT

BY ACCEPTING THIS PARTNER AGREEMENT, INCLUDING ALL APPLICABLE TERMS REFERENCED HEREIN AS BEING INCORPORATED INTO AND GOVERNED BY THE TERMS OF THIS DOCUMENT ("AGREEMENT"), YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND THE INDIVIDUAL OR ENTITY IDENTIFIED IN THE REGISTRATION PROCESS FOR THE SECUREWORKS PARTNER PROGRAM ("PARTNER PROGRAM"). BY YOUR PARTICIPATION IN THE PARTNER PROGRAM, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE ENSURE THAT YOU RETAIN A COPY OF THE AGREEMENT FOR YOUR RECORDS. WHEN YOU HAVE ACCEPTED THESE TERMS, AS A RESULT OF APPLYING TO BE A MEMBER OF THE PARTNER PROGRAM AND YOU HAVE BEEN APPROVED AS A PARTNER IN THE PARTNER PROGRAM, YOU WILL BE REFERRED TO AS A SECUREWORKS PARTNER. THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DATE YOU ACCEPT THIS AGREEMENT AND SUBMIT YOUR APPLICATION TO THE PARTNER PROGRAM.

This Agreement applies to Partner's purchase (whether from Secureworks or from an authorized Secureworks distributor) and resale of Secureworks Products and/or Services (such as managed security services ("MSS Services"), professional security risk consulting services ("Professional Services"), including incident response services ("IR Services"), and cloud-enabled security services on the Taegis™ platform ("SaaS Solutions"), hereinafter collectively referred as the "Services") to customers of Partner ("Customers") in accordance with the terms and conditions contained below. This Agreement does not apply to Partner if Partner is buying Products and/or Services for Partner's own internal end-use. This Agreement also applies in case the Partner wishes to subcontract Professional Services provided by Secureworks or to refer Customers to Secureworks.

"Secureworks" means the applicable entity set forth in Exhibit A; "Partner" means the entity that accepts the terms of this Agreement, places an Order (as defined below) or executes a Statement of Work for Products, Services, or both for purpose of resale to a Customer or refers a Customer to Secureworks; Partner and Secureworks are each referred to herein as a "Party" and are collectively referred to herein as the "Parties."

### 1. Relationship of the Parties.

#### 1.1 Appointment; Products.

1.1.1 Resell of Products. Subject to the terms and conditions in this Agreement and Partner's acceptance into the Partner Program, Secureworks appoints Partner to act during the Term (as defined below) as a non-exclusive reseller authorized to market, resell and support the Products and/or Services set forth at [partners.secureworks.com](https://partners.secureworks.com) (the "Partner Portal") to Partner's Customers located in (i) the country in which Partner is domiciled and (ii) any additional country(ies) approved by Secureworks in writing (the "Territory"), and Partner accepts such appointment. Partner understands that not all Products and Services may be available for Partner to purchase for resale or referral under this Agreement. Secureworks will notify Partner of any new Products or Services made generally available by Secureworks from time to time at which time Partner and Secureworks may include such new product or service as a Product or Service for purposes of this Agreement. Partner shall perform its obligations in accordance with the terms and conditions of this Agreement and market the Products and Services in compliance with all applicable laws, regulations, and ordinances. During the Term, in case of resale of Products, Partner shall be solely responsible for billing Customer for its use of the Products and/or Services and all other fees and expenses (including travel expenses) related to the Products and/or Services.

1.1.2 Subcontracting Professional Services. Subject to the terms and conditions in this Agreement and Partner's acceptance into the Partner Program, Partner may, during the Term, subcontract to Secureworks certain Professional Services, including IR Services provided by Secureworks, as set forth in the Partner Program documentation set forth on the Partner Portal (the "Program Documentation"), to Customers in the Territory. Secureworks agrees to provide the Professional Services as a subcontractor to Customer on behalf of Partner, as may be specified in an Order or in one or more statements of work (each, a "Statement of Work"). Each Order or Statement of Work will set forth the time period during which the agreed-upon services addressed therein shall be performed. Except for the cases when Professional Services are resold as per Section 1.1.1 above in which case the Statement of Work is to be signed by Customer with Secureworks, each subcontracting of Professional Services must be approved in writing by Secureworks.

1.1.3 Additional hours/service units for Professional Services. If, during the term of an Order or a Statement of Work, Customer wishes to purchase additional hours for Professional Services or, if the Customer that purchased Taegis™ ManagedXDR Services ("ManagedXDR Services") wishes to purchase additional service units which can be used or exchanged for Emergency Incident Response Hours ("EIR Hours") and/or any of the proactive services listed in the catalogue available at [Secureworks Services for ManagedXDR Catalogue](#), Customer may send the purchase request to Secureworks through email to [secureworks\\_services@secureworks.com](mailto:secureworks_services@secureworks.com) with a copy to Partner. Parties acknowledge and confirm that receipt of such email by Secureworks from a Customer entitles Secureworks to invoice the additional hours for Professional Services or the add-on Service Units to Partner and Partner undertakes to pay such additional hours for Professional Services or add-on Service Units in accordance with the then newly issued Quote (as defined below) or Statement of Work. Partner shall provide to Secureworks the corresponding Order or sign the corresponding Statement of Work in accordance with Section 1.4, and Partner shall be responsible for billing the

Customer for the additional Professional Services or add-on Service Units. Secureworks shall not be responsible for performing any Professional Services after the applicable retainer period, and Partner shall not be entitled to receive a refund for such Professional Services unless otherwise agreed to by the Parties in writing.

**1.1.4 Referral of Services.** Subject to the terms and conditions in this Agreement and Partner's acceptance into the Partner Program, Partner may refer Customers to Secureworks for the acquisition of Services set forth on the Partner Portal, provided such Customer purchases Secureworks Products or Services, either directly or indirectly through a Secureworks authorized reseller, other than Partner, and Secureworks is responsible for billing such Customer or the selected reseller for the respective Products or Services purchased by the referred Customer. If Secureworks accepts the referral of a Customer from Partner, Secureworks agrees to pay to Partner, directly or indirectly through a Secureworks authorized reseller, a referral fee based on a percentage of the fees for the Services paid by such Customers referred to Secureworks by Partner (the "Referral Fees") as set forth in the Program Documentation in the event that such Partner meets the requirements set forth in the Program Documentation.

**1.2 No Restrictions on Secureworks Activities.** Partner acknowledges that its appointment under this Agreement is non-exclusive and nothing in this Agreement shall limit in any manner Secureworks' marketing, distribution or sales activities or its rights to market, distribute or sell, directly or indirectly, or appoint any other person or company as a dealer, distributor, reseller, licensee or agent for the Services, within or outside the Territory.

**1.3 Non-Exclusive.** Each Party may directly or indirectly (through resellers or otherwise) market, sell, offer, or provide any of its respective products or services to any customer of the other Party in the Territory during or after the Term.

**1.4 Order Submission. Quote Term.** Unless a Statement of Work has been signed for Professional Services, Partner shall provide Secureworks with a service order, purchase order, or similar documentation, whether or not signed (the "Order"). Specifically, each Order will set forth the name of each Customer, Customer address inclusive of zip code, email address, the applicable Products purchased, and the quote number issued by Secureworks for the applicable Products in a form designated and signed by Secureworks (the "Quote"). Secureworks shall treat this information as confidential information. Secureworks will promptly notify Partner if any Order cannot be processed due to incomplete information; Orders containing incomplete information shall not be processed until completed. All Orders are subject to acceptance by Secureworks. In the case of Orders which are not signed, the Order shall be binding when received by Secureworks. Any additional terms and conditions set forth on an Order shall be null and void unless such Order is signed by Secureworks. All Orders shall be governed by and subject to the terms and conditions of this Agreement and of the Quote. The term of the Products listed in a Quote ("Services Term") will be as specified in the Quote. Except for any onboarding or enablement services that are provided on a one-time basis, the Services Term for the SaaS Solutions shall, upon expiration, automatically renew for successive periods of twelve months (each, a "Quote Renewal Term") unless either Party provides at least 60 days prior written notice to the other Party of its election not to renew. Upon each Quote Renewal Term, the fees associated for the SaaS Solutions shall automatically increase by the Consumer Price Index for All Urban Consumers (CPI-U), for the prior twelve months in effect on the first calendar day of the Quote Renewal Term, as published by the U.S. Department of Labor Bureau of Labor Statistics. If the Bureau of Labor Statistics stops publishing this index or substantially changes its content, Secureworks and Partner will substitute another mutually acceptable cost index.

**1.5 Additional Requirements.** Partner's eligibility to resell certain Products may be subject to additional obligations or conditions not outlined in this Agreement, including additional training, specialization requirements, contractual agreements, deal registration requirements, and other conditions further described on the Partner Portal. In addition, if Partner wishes to resell any of the Products or Services across multiple countries or outside of the Territory, a separate agreement may be necessary.

**1.6 Registration.** In order to receive certain additional benefits, Partner may submit to Secureworks a description of the sales opportunity using a Secureworks provided form and process (the "Opportunity Notice") currently available on the Partner Portal. The Opportunity Notice shall be reviewed in accordance with the Program Documentation.

## **2. License Grant; Restrictions.**

**2.1 License Grant.** Subject to the terms and conditions of this Agreement, Secureworks grants to Partner during the Term the non-exclusive, nontransferable, revocable right and license to: (i) resell the Products together with all related to on premise or hosted software (the "Software") and access and distribute software documentation (the "Software Documentation") directly to the Customers in the Territory that purchase Products from Partner; and (ii) perform demonstrations and marketing to potential and current Customers, and (iii) for training for Partner's staff on a need to know basis and Customer Support (as defined below) (the "NFRS License"); provided that Partner shall not use such NFRS License, Software or Software Documentation in a production environment and/or to provide managed services to Customers. Partner may not use the Secureworks Products for production or commercial purposes or for testing a competitive product, nor shall upload production data or any personally identifiable information to the Secureworks Products. Except for equipment purchased by Customer, Partner will cause Customer to return to Secureworks any equipment or hardware provided by Secureworks, on behalf of Partner, to Customers (the "Equipment") and collectively, with the Software and the Services, the "Products") upon the expiration or termination of the Term.

**2.2 Restrictions.** Partner shall not appoint any other person, firm or entity as a sub-distributor or agent for the Services. Partner shall not, for itself, any affiliate of Partner or any third party: (i) sell, sublicense, assign, or transfer the Products, except as permitted under this Agreement; (ii) decompile, disassemble, or reverse engineer any Product; (iii) copy any Product except as expressly permitted hereunder; or (iv) remove from any Product any language or designation indicating the confidential nature thereof or the proprietary rights of Secureworks or its suppliers in such items. In addition, Partner will not, and will not permit any Customer to: (I) use any Product to operate in or as a time-sharing, outsourcing, service bureau, hosting, application service provider

or managed service provider environment, (II) alter or duplicate any aspect of any Product, except as expressly permitted under this Agreement; or (III) assign, transfer, distribute, or otherwise provide access to any of the Products to any third party or otherwise use any Product with or for the benefit of any third party. Partner shall not, directly or indirectly, market or resell Products: (i) through retail storefronts, online stores, or auction or resale websites; (ii) to the U.S. or other national federal government; or (iii) to the Canadian federal government, Canadian provincial government entities, or other Canadian public sector entities.

**2.3 Software and Secureworks Services.** As between Secureworks and Partner or any Customer, Secureworks shall own all right, title and interest in and to the Products. Partner acknowledges that the Products constitute proprietary information and trade secrets which are the sole and exclusive property of Secureworks or its licensors and that the Products are or may be protected by patent, copyright, trade secret and/or similar laws and certain international treaty provisions. This Agreement does not transfer or convey to Partner or any Customer or third party any right, title or interest in or to the Products or any associated intellectual property rights, but only a limited right of use revocable in accordance with the terms of this Agreement.

**3. Marketing Efforts.** Partner will use commercially reasonable efforts to: (i) diligently pursue potential opportunities to market and sell the Products to Customers in the Territory in a timely, diligent and professional manner; (ii) contact Secureworks promptly regarding any issues specific to the Products which require escalation for resolution by Secureworks hereunder; and (iii) keep Secureworks informed as to any significant or continuing problems encountered by Customers with respect to the Products. Partner will not make any representations or statements regarding the Products, other than those contained in the sales and marketing literature and promotional materials that may be provided to Partner by Secureworks, without the prior written approval of Secureworks.

#### **4. Customer Terms and Conditions.**

**4.1 Customer Agreement.** All sales and subcontracting of the Products by Partner to Customers will be subject to the terms and conditions set forth at <https://www.secureworks.com/eula>, as updated by Secureworks from time to time (the “EULA Terms”). It is Partner’s responsibility to ensure that the EULA Terms are incorporated via the URL provided in this Section 4.1 into Partner’s purchase agreement with the Customer (the “Customer Agreement”) in a way that legally binds the Customer to Secureworks. Only the terms of the applicable EULA Terms will govern Customer’s use of the Products, and any additional or conflicting terms in an agreement between Partner and Customer are Partner’s responsibility. The Parties agree that there shall be no cross warranties, liabilities or obligations established with or for any Customer, and each Party shall be solely accountable for any warranties, liabilities, or obligations it establishes, incurs, or undertakes with any Customer. Partner, without the express written approval of Secureworks, will not make any representations, warranties or statements regarding the Products or as to quality, merchantability, compatibility, fitness, non-infringement or other matter, other than those contained in the sales and marketing literature and promotional materials that may be provided to Partner by Secureworks, without the prior written approval of Secureworks. Notwithstanding anything herein to the contrary, Secureworks reserves the right to refuse to provide any Products to any Customer if Secureworks: (i) is required by law to do so; or (ii) determines in its sole discretion that (a) it would be commercially unreasonable for it to provide Products to such Customer from a regulatory, financial or tax perspective or because the Customer poses a reputational or credit risk to Secureworks, or (b) it comes to Secureworks’ attention that the terms and conditions in the Customer Agreement or proposed by Partner or Customer are commercially unreasonable. Secureworks will provide prompt notice to Partner of such refusal to provide Products to a Customer, and Partner is responsible for any and all liability arising out of Secureworks’ refusal to provide Products to a Customer, provided that Secureworks’ refusal is made pursuant to this Section 4.1.

**4.2 Work on Customer Premises.** If and to the extent that the Professional Services require Secureworks to be present at the Customer’s premises, Secureworks shall notify the Partner, and Partner shall invoice Customer and reimburse Secureworks for all reasonable, actual out-of-pocket expenses, including but not limited to shipping, travel expense, hotel and meals, incurred in connection with the implementation, performance or delivery of the Professional Services.

**4.3 Customer Support.** Partner and Secureworks agree as follows: Partner will be the primary point of contact for Customers with respect to questions and problems regarding any installation services performed by Partner. Secureworks will be the primary point of contact for Customers with respect to questions and problems regarding any installation services performed by Secureworks, as well as ongoing maintenance and support for the Products (the “Support”).

**5. Secureworks Taegis™ XDR Demo-Training Tenants.** Secureworks offers eligible partners access to Secureworks Taegis XDR demo-training tenants to support partners’ activities in their sale of Secureworks Taegis XDR and related services. The demo-training tenants can be used as a demonstration environment to allow partners to showcase the Secureworks Taegis software and as an environment for hands-on training. This Section 5 shall apply to Partner upon Partner’s meeting the eligibility requirements set forth in the Program Documentation. Demo-training tenants may not be used for resell of Secureworks Products or Services or for production use by Partner, and are subject to the process, terms and conditions set out in the Program Documentation available on the Partner Portal. By activating any demo-training tenant, Partner agrees to be treated as a customer of Secureworks and to comply with Secureworks General Terms and Conditions available at <https://www.secureworks.com/cra-us> and the Secureworks Taegis XDR Product Terms available at <https://www.secureworks.com/saas-addendum> at any time when using a demo-training tenant made available by Secureworks. The demo-training tenants are limited to internal use by Partner and cannot be used in the provision of services to Partner’s paying Customers. Partner must sign with Secureworks a Technology Alliance Partner Program Agreement (the “TAP Agreement”) in order to explore Secureworks Taegis XDR using the demo-training tenant as a “sandbox”.

**6. Marks and Usage Restrictions.** Partner may use trademarks, service marks, trade names, logos, symbols and/or brand names (collectively, “Marks”) solely for the purpose of accurately identifying the Secureworks Products and marketing or reselling under this Agreement. Partner agrees to change or correct, at Partner’s own expense, any materials or activity that Secureworks decides is inaccurate, objectionable or misleading, or is a misuse of any of the Marks, trademarks, service marks, logos, or copyrighted works. Partner is prohibited from using Secureworks’ or Secureworks affiliate’s logos, referring to Partner as an authorized reseller of Secureworks, or creating the impression that Secureworks is affiliated with Partner, other than as expressly permitted by the terms of

the Secureworks Program Documentation. Partner shall not claim or imply or create an impression that Partner and Secureworks are legal partners or that Secureworks has sponsored, authorized, approved, or endorsed Partner's business or any offer or marketing, advertising, or promotion thereof in any manner. Partner may not register or use any domain name or business name containing or confusingly similar to any name or mark of Secureworks. Additionally, Partner may not use any Marks in search engine advertising, either as a keyword or in advertisements appearing on search engines or in email addresses, without Secureworks' prior written permission.

**7. Taxes.** The fees for Services are net of any applicable taxes and surcharges. As between Secureworks and Partner, Partner will be responsible for and will pay any taxes, arising in any jurisdiction, including without limitation, sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, consumption, or other taxes, fees, duties, charges or surcharges, however designated, imposed on or based on the provision, sale or use of the Products, excluding taxes imposed on the net income of Secureworks. In the event that Partner is required by law to make a withholding or deduction in respect of the amount payable to Secureworks, Partner shall pay such additional amount to Secureworks as may be necessary to ensure that the actual amount received by Secureworks after deduction or withholding (and after payment of any additional taxes due as a consequence of such additional amount) shall equal the amount that would have been payable to Secureworks if such deduction or withholding were not required. Unless stated otherwise, only as between Secureworks and Partners in Australia, all consideration provided under this Agreement is exclusive of Goods and Services Tax ("GST") as defined under the New Tax System Act 1999 (Cth) ("GST Law"); if GST is payable by Secureworks (as the party making the supply), the Partner (as recipient) must, upon receipt of a tax invoice from Secureworks, pay Secureworks an amount equal to the GST payable on that supply.

## **8. Payment Terms and Pricing.**

**8.1 Payment Terms.** Unless otherwise set forth in this Agreement or in a Statement of Work between Secureworks and Partner for Professional Services or in an Order, Secureworks will invoice Partner in advance on an annual basis for fees related to the Products set forth on each Order or Statement of Work as such fees are set forth in the Program Documentation and one-time fees for installation, shipping and activation of Equipment (on the first invoice only) provided under this Agreement based on the then-current Secureworks' list price, less the specified Partner discount percentage, as outlined in the Program Documentation on the Partner Portal. If Secureworks incurs any additional expenses related to Professional Services, including travel expenses, Secureworks shall invoice Partner as such expenses occur. Partner will pay amounts due hereunder within thirty (30) days from the date of the invoice. Amounts not paid when due will be subject to late fees from the due date of such invoice equal to the greater of 1.5% per month or the maximum amount permitted under applicable law. Partner will be responsible for invoicing and collecting amounts due from Customers. So long as Partner pays Secureworks all amounts due under this Agreement in a timely manner, Secureworks will perform the Services in accordance with the Agreement. In addition, Secureworks, without waiving any other rights or remedies to which it may be entitled, has the right to suspend or terminate the Services until such payment is received and may decide not to accept additional Orders from the Partner and/or to seek collection of all amounts due, including reasonable legal fees and costs of collections. Secureworks is not liable to Partner for any such suspension or termination of Services, or non-acceptance of Orders.

**8.2 Reporting and Accounting.** Partner will maintain accurate sales and records regarding sales of the Products to Customers and payments received for the Products. Secureworks will have the right, during the Term, to reasonably inspect Partner's records for the Products and will have the right to review and audit Partner's records to confirm the information provided by Partner to Secureworks, and to confirm that Partner is otherwise in compliance with the terms of this Agreement. Secureworks will give reasonable notice for any such inspection and will conduct such audit during normal business hours. Any such review and/or audit will be conducted in a manner designed to avoid disrupting Partner's normal business operations. If, as a result of such audit, Secureworks determines that Partner has underpaid Secureworks, Secureworks will notify Partner of the amount of such underpayment and Partner will promptly pay to Secureworks the amount of the underpayment, plus interest calculated at rate of one and one-half percent (1.5%) per month from the date of receipt by Partner of the underpaid amount until the date of payment to Secureworks. Any such review and/or audit will be subject to the confidentiality provisions contained in this Agreement.

**8.3 Pricing to Customer.** Partner is free to determine and set Partner's resale pricing of Secureworks Services and Products.

**8.4 Indirect Purchases.** If Partner purchases from a Secureworks distributor, final terms of pricing, invoicing, payment, Order, and shipment will be as agreed between Partner and the distributor, and the terms that correspond to those topics in this Agreement do not apply as between Partner and Secureworks.

**8.5 Payment of Referral Fees.** No Referral Fees will be due and owing to Partner under this Agreement with respect to any Products referred by Partner that is not currently registered in accordance with the provisions of Section 1.6 when the Customer purchases Secureworks Products.

## **9. Term and Termination.**

**9.1 Term.** This Agreement will become effective as of the Effective Date and remain in full force and effect for a period of one (1) year beginning on Partner's acceptance into the Partner Program (the "Initial Term"); thereafter, this Agreement shall renew for one year periods (each a "Renewal Term" and together with the Initial Term, the "Term") unless either Party provides sixty days' notice of its intent not to renew. The Term will not alter, modify, limit, or otherwise affect any terms of service that Customers may enter into in connection with the purchase of the Services hereunder.

**9.2 Termination Upon Default; Insolvency.** Either Party may immediately suspend performance and/or terminate this Agreement if the other Party materially breaches or defaults in performing any obligation under this Agreement and such breach or default is not cured within thirty (30) days following written notice of default. This Agreement shall terminate, effective immediately upon delivery of written notice by a Party upon: (i) breach of the confidentiality provisions set forth in this Agreement; (ii) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other Party; (iii) the making of an assignment for the benefit of creditors by the other Party; or (iv) upon the dissolution of the other Party.

**9.3 Termination for Convenience.** Secureworks may terminate this Agreement for convenience at any time immediately upon written notice to Partner, unless prohibited by applicable law.

**9.4 Effect of Expiration and Termination.**

9.4.1 Upon expiration or termination of this Agreement, all provisions of this Agreement that should reasonably be construed as surviving termination will so survive. Except as provided below, all other rights and obligations of the Parties will cease upon termination of this Agreement and all licenses to use and any actual use of any licensed Marks (as defined below) will cease immediately. Neither Party will be liable to the other for damages of any sort resulting solely from termination of this Agreement in accordance with its terms.

9.4.2 Notwithstanding the termination of this Agreement for any reason, Partner and Secureworks will continue to provide the Services to any Customer that has executed a Customer Agreement in accordance with the terms of such agreement and this Agreement (including Support) so long as Partner continues to pay Secureworks the amounts due to Secureworks in a timely manner. In the event Secureworks terminates this Agreement pursuant to Section 9.2, or upon expiration of the term of any Customer Agreement, Secureworks may contract directly with such Customer or through another third party to provide any Services then-provided by Secureworks.

9.4.3 In the event of termination of this Agreement pursuant to Section 9.3, Partner may continue to exercise the rights granted under this Agreement to complete those sales in progress as of the date of termination, provided that: (i) such sales have been registered in accordance with Section 1.6, and (ii) Secureworks has provided a formal Quote for the specified Products. During the transition period, each of Secureworks and Partner will continue to meet all of its obligations under the Agreement.

**9.5 Access to Information.** Secureworks shall have the right to terminate the provision of Products to a Customer with immediate effect in regard to any specific country or jurisdiction upon written notice to Customer in the event that the specific country or jurisdiction demands access to any Secureworks proprietary or confidential data, information, software or other material, including, without limitation, information relating to Customer or other Secureworks customers, Secureworks IP, technology, code, cryptographic keys or access to encrypted material, trade secrets or security process secrets. Secureworks and Partner shall negotiate toward an agreement on reduction of future payments due to reduction in these Products. This Agreement and other Products shall continue in jurisdictions unaffected by Secureworks exercise of this right. This Section 9.5 shall not apply to jurisdictions where Secureworks Corp., Secureworks, Inc., or its subsidiaries are incorporated.

**10. Representations, Warranties and Covenants.**

**10.1 Representations and Warranties.** Each Party represents and warrants that: (i) it has the right to enter into this Agreement and to perform its obligations hereunder; (ii) it has obtained and will maintain any and all consents, approvals and other authorizations necessary for the performance of its obligations hereunder; and (iii) it will not be in breach of any other agreement or arrangement with a third party through its performance of its obligations hereunder.

**10.2 OFAC Warranty.** Each Party warrants that neither it, nor any of its affiliates nor any of its employees, officers or directors, nor to the knowledge of the Party, any agent, or other person acting on its behalf: (i) has been or is designated on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), or any similar list of sanctioned persons issued by the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom, or any other relevant governmental authority administering sanctions, including the U.S. Department of State, (ii) is a national or citizen of, organized under the laws of, or resident or operating in any country or territory which is itself the subject of country-wide or territory-wide sanctions, including, but not limited to, as of the date of this Agreement, Iran, Cuba, Syria, North Korea and the Crimea, Donetsk and Luhansk regions of the Ukraine, (iii) is a person owned or controlled by any persons described in clauses (i) and/or (ii) of this sentence, or (iv) is a person identified on the United States Department of Commerce, Bureau of Industry and Security's ("BIS") "Denied Persons List" or "Entity List" (persons described in clauses (i), (ii) and/or (iii) collectively, "Sanctioned Persons"). Each Party agrees that it will promptly notify the other Party in writing if the notifying party becomes aware of any changes to this warranty or, if to the notifying Party's knowledge, any change is threatened. In such event, the notified Party shall have the ability to terminate this Agreement without affording the notifying Party an opportunity to cure.

**10.3 Warranty Disclaimer.** Secureworks' limited warranty for Secureworks Products are for Customer's only. Partner shall not make any warranty on Secureworks' behalf. Partner is solely responsible for providing the Customers with the correct warranty information, including term and coverage, and Partner shall indemnify and hold Secureworks harmless from any claims related to any warranty Partner grants that is beyond the warranties described in this Section 10. EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, SECUREWORKS (INCLUDING SECUREWORKS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS), ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS (COLLECTIVELY

AND TOGETHER WITH SECUREWORKS, THE "SECUREWORKS PARTIES"), MAKES NO OTHER EXPRESS WARRANTIES OR CONDITIONS, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES AND CONDITIONS ARE SPECIFICALLY EXCLUDED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ANY WARRANTY OR CONDITION ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. SECUREWORKS AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED, BE FREE FROM DEFECTS, OR MEET CUSTOMER'S REQUIREMENTS.

**10.4 Additional Warranties.** Partner acknowledges that the Products are provided to Customers as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the US Federal Acquisition Regulation (FAR) and the US Defense Federal Acquisition Regulation Supplement (DFARS) and are provided with the same rights and restrictions generally applicable to the Products. Secureworks does not warrant that the Products are provided in accordance with the provisions of the US Federal Acquisition Regulation (FAR), the US Defense Federal Acquisition Regulation Supplement (DFARS), Canadian Aviation Regulations (CARs), including SOR 96-433, or any other similar U.S. or foreign laws, rules or regulations. If a Customer is using the Products on behalf of the U.S., Canadian or other government and the EULA Terms fail to meet the U.S., Canadian or other government's needs or are inconsistent in any respect with U.S., Canadian or other governmental law, Partner will ensure that Customer immediately discontinues the use of the Products. For clarity, the Products have not received Federal Risk and Authorization Management Program (FedRAMP) authorization.

**11. High Risk Applications.** The Secureworks Products and Services are not fault-tolerant and are not designed or intended for use in, and Partner shall inform the Customer not to use Secureworks Products and Services in, any hazardous environments requiring fail-safe performance or in any application in which the failure of the Secureworks Products or Services could lead directly to death, personal injury, or physical or property damage (collectively, "High-Risk Activities"). High-Risk Activities include the operation of nuclear facilities, aircraft navigation, air traffic control, emergency communications systems, life support machines, and weapons systems. Partner understands and agrees that Secureworks makes no warranties or assurances that the Secureworks Products and Services are suitable for any High-Risk Activities and Partner shall defend and indemnify Secureworks from any claims made by third parties resulting from any such High-Risk Activities.

**12. Excluded Data.** "Excluded Data" means: (i) data that is classified; (ii) technology or technical data designated as defense articles or defense services on the U.S. Munitions List of the International Traffic in Arms Regulations ("ITAR"), or listed on the Commerce Control List of the Export Administration Regulations ("EAR"); and (iii) personally identifiable information that is subject to heightened security requirements as a result of Partner's or Customer's internal policies or practices, industry-specific standards or by law. Partner acknowledges and will inform Customer that Products are not designed to process, store, or be used in connection with Excluded Data. Customer or Partner is solely responsible for reviewing data that will be provided to or accessed by Secureworks to ensure that it does not contain Excluded Data.

**13. Confidential Information.** During the Term, each Party will become acquainted with various trade secrets and Confidential Information (as defined below) of the other Party. As used in this Agreement, "Confidential Information" means: (i) information and materials that are identified in writing as proprietary and/or confidential at the time of disclosure, (ii) information disclosed orally and subsequently identified in writing as confidential within thirty (30) days following the initial disclosure of such information, (iii) information or materials that the disclosing Party treats as confidential and does not disclose publicly, and (iv) the terms and conditions of this Agreement. A Party disclosing Confidential Information is referred to as the "disclosing Party" and the Party receiving such Confidential Information is referred to as the "receiving Party." The receiving Party will protect the confidentiality of the disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and Confidential Information and materials of like kind, but in no event less than a reasonable standard of care. A receiving Party shall take (and shall cause its employees and agents receiving the disclosing Party's Confidential Information to take) any steps reasonably required to avoid inadvertent disclosure of Confidential Information in the receiving Party's possession and receiving Party shall use the disclosing Party's Confidential Information only as necessary to perform its obligations under this Agreement and for no other purpose. A receiving Party's right to use the disclosing Party's Confidential Information expires upon expiration or termination of this Agreement. Except as otherwise required by law, a receiving Party agrees not to disclose the other Party's Confidential Information to any third parties or to any of its employees except those persons who have a need to know the Confidential Information in order for the receiving Party to perform its obligations hereunder. If disclosure of Confidential Information to third parties or employees is allowed hereunder, the receiving Party must ensure that such third parties and employees have express obligations of confidentiality and non-disclosure substantially similar to the receiving Party's obligations under this Agreement. A receiving Party will be liable for any and all damages arising out of such third parties' or employees' disclosure or use of the disclosing Party's Confidential Information. In the event that a receiving Party has actual knowledge that Confidential Information of the disclosing Party has been disclosed or accessed by an unauthorized party, the receiving Party shall give the disclosing Party prompt notice of such event. The foregoing obligations and restrictions do not apply to any part of the Confidential Information that the receiving Party demonstrates: (x) was or becomes generally available to the public other than as a result of a disclosure by the receiving Party or the receiving Party's representatives, or (y) was available, or becomes available, to the receiving Party on a non-confidential basis prior to its disclosure by the receiving Party, but only if the source of such information is not bound by this Agreement or is not otherwise prohibited from transmitting the information to the receiving Party or the receiving Party's representatives by a contractual, legal, fiduciary, or other obligation. This provision shall survive any termination or expiration of this Agreement and continue in full force and effect for a period of three (3) years thereafter.

**14. Compliance.**

**14.1 Applicable Laws.** Partner will comply with all laws and regulations that apply to Partner in regard to the Agreement and any onward sale, distribution or delivery of Secureworks Products and Services.

**14.2 Export and Import Controls.** Partner acknowledges that Secureworks' Products and any technical data received from Secureworks in accordance with the terms hereunder are subject to United States export regulations, and in the performance of its obligations, Partner shall at all times strictly comply with all laws, regulations and orders, and agrees to commit no act which, directly or indirectly, would violate, or cause Secureworks to violate, any United States or other applicable law, regulation or order, including, without limitation, tax, export and foreign exchange laws. Partner shall bear all cost and expense (including but not limited to shipping, customs, license and other professional fees and expenses incurred by Secureworks) in connection with delivery of Products, Services or any technical data received from Secureworks outside the United States in compliance with the laws and regulations of the United States and the destination country. Partner agrees to comply with, and to cause and require its affiliates and customers to comply with, the EAR administered by BIS, and the economic sanctions regulations and Executive Orders administered by OFAC, and all applicable U.S. export and economic sanctions regulations governing the export, re-export, transfer, delivery, provision and use of the Products and any technical data received from Secureworks hereunder, and neither Partner nor its affiliates will export, re-export, transfer, deliver, provide, or make available the Products and any technical data received from Secureworks hereunder in violation of U.S. law. Without limiting the generality of the foregoing, Partner agrees that neither it nor its affiliates will export, re-export, transfer, deliver, provide, or make available the Products and any technical data received from Secureworks to any Sanctioned Person (defined above) or otherwise allow any Sanctioned Person to benefit from the Products and any technical data received from Secureworks. Partner agrees to impose requirements and limitations on its Customers' receipt, use and transfer of the Products and any technical data received from Secureworks as needed to ensure compliance with all applicable U.S. export and economic sanctions regulations and the requirements of this Agreement. Partner further agrees that it and its Affiliates are solely responsible for compliance with the applicable laws, rules and regulations governing the importation and use of the Products, Services and any technical data received from Secureworks in the countries to which the Products, Services and any technical data received from Secureworks will be delivered, including, but not limited to, by obtaining all necessary licenses, permits or other authorizations.

**14.3 Authorizations.** Partner shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulation or order required for Partner to perform its obligations under this Agreement.

**14.4 Code of Conduct.** Partner agrees to maintain, throughout the duration of dealings between Partner and Secureworks, Partner's own policies and business controls to ensure compliance with all applicable laws, including having adequate procedures designed to ensure that any third party engaged complies with applicable laws and regulations. Partner agrees to conduct Partner's business in an ethical manner and avoid any business practices that Secureworks reasonably determines is deceptive, misleading, or otherwise improper or amount to a misrepresentation of Secureworks, Secureworks Products or Services. Partner agrees to comply with the Secureworks Partner Code of Conduct set forth in the Partner Portal (including compliance with the Anti-Corruption Laws, as defined therein), in connection with this Agreement. Partner will not, in connection with this Agreement, take or allow any third party to take, any action or engage in any practice that would violate the Anti-Corruption Laws or the Secureworks Partner Code of Conduct.

**14.5 Protection of Personal Data.**

14.5.1 Each Party agrees that it will be responsible for the processing of any information or data that alone or together with any other information relates to an identified or identifiable natural person, or data considered to be personal data under any applicable privacy laws (the "Personal Data"), that it obtains from a Customer.

14.5.2 Each Party agrees to comply with all applicable privacy laws that relate to its processing of the Personal Data and Prospect Information (as defined in Section 14.5.3).

14.5.3 In the event that Secureworks provides Personal Data of prospective customers (the "Prospect Information") to Partner, Secureworks hereby instructs Partner, and Partner agrees that it will process the Prospect Information solely for the purposes of marketing Secureworks Products and Services to such prospective customer(s) and for no other purpose.

14.5.4 Partner agrees to (i) provide an unsubscribe option in every communication sent to prospective customers using the Prospect Information and (ii) comply with every request it receives from prospective customers opting out of, or unsubscribing from, the receipt of further marketing communications. If requested to do so, Partner shall provide a list of marketing objections to Secureworks.

14.5.5 Whether or not Partner is acting as a processor in respect of its processing of Prospect Information, the parties agree that the provisions of Article 28 of the General Data Protection Regulation 2016/679 are deemed to be included as if set out in full in this Agreement and shall apply to Partner's processing of Prospect Information.

**15. Insurance.** Each Party will maintain in full force and effect during the Term, insurance relating to this Agreement in amounts that are reasonable for the performance of its obligations hereunder and industry standard, including: (i) workers' compensation and employment practices liability insurance; (ii) comprehensive general liability insurance on a per-occurrence-basis; (iii) electronic data processing insurance, on a replacement cost basis; (iv) property insurance, on a replacement costs basis; (v) errors and omissions liability insurance; (vi) fidelity insurance; and (vii) umbrella insurance in commercially reasonable amounts in excess to the insurance describe above. Either Party may, from time to time, request proof of such insurance. If the types of insurance policies set forth above are not offered in a Party's country of domicile, then such Party will procure an applicable local equivalent.



## **16. Indemnification.**

**16.1 Mutual Indemnification.** Each Party will indemnify, defend and hold the other Party and its assignees, agents, officers and employees harmless from and against any claims, suits, proceedings, costs, liabilities, penalties (whether civil, criminal or otherwise), settlement of a regulatory action with a governmental body, expenses (including court costs and reasonable legal fees), or damages ("Claims") to real or tangible personal property and/or bodily injury to persons, including death, resulting from its or its employees', Customers' or agents' negligence or willful misconduct arising from or related to this Agreement.

**16.2 Partner Indemnification Obligations.** Partner will defend, indemnify and hold harmless Secureworks from and against all Claims by a third party (including Customers) against Secureworks related to: (i) Partner's use of the Services (except to the extent Secureworks is obligated to indemnify Partner under Section 16.3); (ii) Partner's use of Secureworks' Marks in any manner other than as permitted under this Agreement; (iii) Partner's marketing, promotion or sale of the Services in a manner that is not authorized or permitted under this Agreement; (iv) any breach of Partner's representations and warranties hereunder; or (v) any failure by Partner to get the EULA Terms into the Customer Agreement; or (vi) Partner's unauthorized modification of the Services, Software or Software Documentation or unauthorized combination of the Services, Software and Software Documentation with any hardware, software, products, data or other materials not specified or provided by Secureworks.

**16.3 Secureworks Indemnification Obligations.** Secureworks will defend, indemnify and hold harmless Partner from and against all Claims by a third party against Partner arising from or relating to: (i) any claims or allegations that Services as provided by Secureworks infringes any valid intellectual property right of a third party enforceable in the country(ies) in which the Products, Services or any Customer Reports are performed or prepared for Customer by Secureworks; or (ii) Secureworks' use of Partner's Marks in a manner not permitted under this Agreement. Notwithstanding the foregoing, Secureworks will have no obligation to indemnify Partner to the extent a Claim arises from or relates to: (x) equipment, software or services not provided by Secureworks; or (y) modifications to the Services, Software or Software Documentation made by or at the direction of Partner or a Customer.

### **16.4 Indemnification Procedures.**

16.4.1 With respect to any indemnification claim, the indemnified Party will (i) promptly (and in any event no later than ten (10) working days of becoming aware of such claim, provided that the failure to so notify within ten (10) working days will not remove the indemnifying Party's obligation hereunder except to the extent it is prejudiced thereby) notify the other Party, in writing, of the suit, claim or proceeding or a threat of suit, claim or proceeding; (ii) at the indemnifying Party's reasonable request and expense, provide the indemnifying Party with reasonable assistance for the defense of the suit, claim or proceeding; and (iii) defer to indemnifying Party to have sole control of the defense of any claim and all negotiations for settlement or compromise, except that the indemnifying Party will not settle or compromise any claim without the prior written consent of the indemnified Party.

16.4.2 If a claim of infringement under Section 16.3 occurs, or if Secureworks determines that a claim is likely to occur, Secureworks will have the right, in its sole discretion, to either: (i) procure for Partner, at no additional cost to Partner, the right or license to continue to use the infringing material, free of the infringement claim; or (ii) replace or modify the infringing material to make it non-infringing. If these remedies are not reasonably available to Secureworks, Secureworks may, at its option, terminate this Agreement without any additional liability hereunder.

16.4.3 THE PROVISIONS OF SECTION 16 STATE THE SOLE AND EXCLUSIVE OBLIGATIONS AND LIMITATION OF LIABILITY OF SECUREWORKS FOR ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT.

**17. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (INCLUDING ANY CUSTOMER OF PARTNER) FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE, DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES OR SERVICE INTERRUPTIONS, ARISING OUT OF THIS AGREEMENT, EVEN IN THE EVENT OF FAULT, TORT, STRICT LIABILITY, OR BREACH OF WARRANTY AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SECUREWORKS' LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY PARTNER TO SECUREWORKS UNDER THIS AGREEMENT DURING THE SIX MONTHS PRECEDING THE CLAIM.

**18. Notices.** Notices by Partner to Secureworks under this Agreement must be sent to: Secureworks, Inc., One Concourse Parkway, Suite 500, Atlanta, GA 30328, Attn: Legal Department, with a CC to [legal@secureworks.com](mailto:legal@secureworks.com). Notices by Secureworks to Partner under this Agreement will be in writing and delivered via email, read receipt requested, to the email address provided by Partner as a part of the Partner Program application process. Such notice will be effective on the date the email was sent by Secureworks. Partner expressly agrees to ensure that the email address provided to Secureworks is proper and valid at all times in order to provide such Notices to Partner under this Agreement. Any Party may change its address and point of contact by notifying the other Party in accordance with this Article.



**19. General Provisions.**

**19.1 Partner Information.** For commercially reasonable purposes, Secureworks may use Partner's information and disclose information to relevant Customers and to authorized Secureworks distributors and other business associates, including for Secureworks to enable to provide the Products, and resolve Customers' issues. Partner grants Secureworks permission to use and disclose information that Partner provides.

**19.2 Relationship of the Parties.** The Parties have entered into this Agreement solely as independent contractors. Nothing in this Agreement will be construed: (i) as creating an agency relationship, partnership, joint venture or any similar relationship between the Parties; (ii) to give either Party the power to direct or control the day-to-day activities of the other; or (iii) to permit either Party or any of either Party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other Party for any purpose whatsoever.

**19.3 Force Majeure.** In no event will a Party have any claim or right against the other Party for any failure of performance due to causes beyond its control, including but not limited to: acts of God; fire; explosions; vandalism; cable cuts; storms, hurricanes, floods or other similar occurrences; pandemic, epidemic or other public health crisis, including any government-imposed quarantines, restrictions or measures responding to the outbreak of infectious disease; any law, order regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over a Party or of any department, agency, commission, bureau, corporation, or other instrumentality of any federal, state, or local government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; riots; terrorism; wars; strikes, lock-outs, embargoes, or work stoppages; or other labor difficulties, supplier failures, shortages, breaches or delays, including widespread nation state or government-backed cyber activity ("Force Majeure Event"); provided that, the Party who is unable to perform its obligations due to the Force Majeure Event: (i) promptly notifies the other Party of the Force Majeure Event and the extent to which it is unable to perform its obligations under this Agreement; and (ii) uses reasonable endeavors to mitigate the adverse effects of the Force Majeure Event and to perform its obligations under this Agreement as promptly as possible. Where a Force Majeure Event affects the provision of the Products under this Agreement for a period in excess of sixty (60) days, then a Party may, by notice to the other Party, immediately terminate the applicable Statement of Work or Order affected by the Force Majeure Event.

**20. Miscellaneous.** This Agreement and any exhibit hereto constitute the sole and entire Agreement between Partner and Secureworks with respect to the subject matter hereof and supersede all prior agreements, as amended, discussions, representations and understandings, including but not limited to any and all agreements Partner may have entered into that were assigned to and assumed by Secureworks. This Agreement is made pursuant to and will be construed and enforced in accordance with such governing law as set forth on Exhibit A without regard to its choice of law and/or conflict of laws principles. The Parties expressly agree this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. The Parties have requested that this Agreement and all correspondence and all documentation relating thereto be drawn-up in the English language. Preceding sentence translated to French and applicable to Canadian customers only: *Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.* All fees, payments and amounts stated hereunder and amounts payable shall be in the currency set forth on an Order. Secureworks obligation to accept new Customers from Partner shall be subject to such reasonable credit limits as Secureworks may determine from time to time in its reasonable discretion. The terms of this Agreement will control in the event of any inconsistency with the terms of any Schedule hereto. No subsequent agreement among the Parties concerning the Products will be effective or binding unless it is made in writing and executed by authorized representatives of the Parties. Except as specified herein, electronic mail will not be considered a "writing" sufficient to change, modify, extend, or otherwise affect the terms of the Agreement. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a waiver of subsequent breaches, and the waiver of any breach will not act as a waiver of subsequent breaches. The headings used in this Agreement will be for the convenience of the Parties only and will not be considered in interpreting or applying the provisions of this Agreement. This Agreement is solely for the benefit of the Parties and their successors and permitted assigns, and, except as expressly provided herein or in any schedule hereto, does not confer any rights or remedies on any other person or entity, including but not limited to any Customers. This Agreement may not be assigned by either Party, by operation of law or otherwise, without the prior written consent of the other Party, provided that either Party may freely assign this Agreement in connection with a merger, corporate reorganization or sale of all or substantially all of its assets, stock or securities by a Party. The Parties agree to execute such additional documents as may be necessary or desirable for the other Party to enforce its rights hereunder or otherwise to effectuate the purposes of this Agreement. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be void, unenforceable and/or otherwise unlawful, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The Parties further agree that in the event such provision is an essential part of this Agreement, they will negotiate in good faith with the aim of agreeing to a suitable replacement provision. Except as otherwise expressly provided herein, where agreement, approval, consent, or similar action by either Party is required under this Agreement, such action will not be unreasonably delayed or withheld.

**21. Agreement Updates.** Secureworks reserves the right to update this Agreement (including all applicable terms referenced herein) and the Program Documentation at any time, effective upon posting an updated version of the Agreement or Program Documentation, as applicable, to the Partner Portal. Partner shall monitor the revision date/version number, and any change to its posted date/version number will be deemed notice to Partner that the terms have been updated. However, Partner's rights and obligations with respect to any particular Products will be as provided in the version of this Agreement executed by Partner or available to Partner at the time of Partner's purchase of such Products or, when applicable, at the time of renewal of any Product license.

[remainder of page intentionally left blank; exhibits to follow]

**Exhibit A**

<b>Partner Country of Domicile</b>	<b>“Secureworks”</b>	<b>Governing Law and Jurisdiction</b>
Australia	SecureWorks Australia Pty. Ltd., with principal office at Tower One - International Towers Sydney Level 46, 100 Barangaroo Avenue, Barangaroo NSW 2000, Australia	The laws of the State of New South Wales, Australia; New South Wales, Australia Court
Canada	Secureworks Software Canada ULC, with principal office at 1133 Melville Street, Suite 3500, The Stack, Vancouver, BC V6E 4E5, Canada	The laws of the Province of Ontario and the federal laws of Canada applicable therein
France	SecureWorks S.A.S., with principal office at 3, rue du colonel Moll, 75017, Paris, France	The laws of France; Montpellier courts
Japan	SecureWorks Japan K.K., with principal office at ARK Mori Building 12F, 12-32, Akasaka 1-chome, Minato-ku, Tokyo, Japan	The laws of Japan; Tokyo District Court
United Kingdom	SecureWorks Europe Limited, with principal office at 1 The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire, OX14 3YP, UK	The laws of England and Wales; English courts
United States of America Any other country except Australia, Canada, France, Japan, United Kingdom	SecureWorks, Inc., with registered office at 1 Concourse Pkwy, NE #500, Atlanta, GA 30328, USA	The laws of the state of Georgia; state and federal courts located in DeKalb County, Georgia, USA.

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