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## 1 Secureworks MSS Services – Service Description Addendum

This Addendum is applicable to Secureworks® Managed Security Services (“**MSS Services**”) for which Devices will be used in delivering Service(s). All capitalized words and phrases shall have the meanings set forth herein, within the applicable service description, or within the Secureworks-applicable agreement, such as the Customer Relationship Agreement. This Addendum contains information about the following:

### Responsibilities

Customer-Owned Devices (including Customer Purchased Equipment)

Leased Devices

Device End-of-Life (“EOL”) and Customer Responsibility

Maintenance Program for Customer Purchased Equipment

Subscription Program for Leased Devices

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## 2 Responsibilities for Devices

The subsections below explain responsibilities of both Customer and Secureworks for Devices being used in delivering Service(s).

**Note:** Universal Time Coordinated (UTC) is the time standard that is used for Device-specific reports that Secureworks will provide to Customer; thus, Secureworks recommends that Customer set time on **all** Devices to UTC to coincide with reporting.

### 2.1 Customer-Owned Devices

- 1) Customer is responsible for maintaining valid maintenance agreements for all Customer-owned Devices to be deployed in conjunction with, or in scope of, the Service defined in the Transaction Document.
- 2) To the extent Secureworks is performing one or more Services using one or more Customer-owned Devices, Customer agrees to the following:
  - a) Provide Secureworks with reasonable and safe access to Customer-owned Devices as necessary for Secureworks to perform the Service(s), and provide all information that is required to activate and operate Devices, which may include feature or activation codes, platform serial numbers, or IP addresses.
  - b) Procure any licenses, approvals, or consents required for Secureworks to access or use Customer-owned Devices necessary for Secureworks to perform the Service(s).
  - c) Ensure that Secureworks is added as an authorized service provider to Customer’s account with vendor(s) of Devices to enable Secureworks to work directly with vendor on Customer’s behalf.
- 3) Customer agrees not to alter, modify, or re-configure Customer-owned Devices without reasonable advance notification to Secureworks. If Customer-owned Devices fail, then Customer is responsible for providing a replacement except if (a) Customer purchased the Device from Secureworks and (b) either (i) a Maintenance Agreement was included with purchase of the Service or ii) independently has purchased an active Maintenance Agreement, in which case Secureworks will provide replacement per the Return Materials Authorization process. After Customer installs replacement, Secureworks will provide reasonable support through teleconference to Customer to restore the Service. SLAs do not apply until Customer replaces any failed Customer-owned Devices, and Secureworks determines connectivity with new Devices is restored and events are being monitored.
- 4) When Secureworks or a vendor discontinues support for a Device, Secureworks will communicate new platform migration options to Customer. To be assured of uninterrupted Service, Customer must complete the migration process within the time period defined in the Secureworks end-of-life (“**EOL**”) announcement. Customer incurs any costs related to procuring new Devices, re-provisioning any Devices, and any related components.
- 5) SLAs do not apply during Customer maintenance work.

- 6) Service continuity cannot be guaranteed if Customer does not make the configuration changes that Secureworks requires within an agreed-upon timeframe.
- 7) If Customer-owned Device was purchased from Secureworks (i.e., the Device is Customer Purchased Equipment), and Customer purchased the Maintenance Program for Customer Purchased Equipment (“Maintenance Program”), then see Section [3](#) for information about the Maintenance Program.

## 2.2 Leased Devices

If a Secureworks-owned Device that a Customer is leasing becomes unavailable or unreachable, then Secureworks will troubleshoot the issue. If Secureworks concludes that the Device has failed and cannot be repaired, then Secureworks will send a replacement Device to Customer in accordance with the Subscription Program for Leased Devices (see Section [4](#) for more information).

SLAs do not apply during the period that the Device is unavailable. The replacement Device will be re-provisioned in accordance with the standard Secureworks provisioning process.

## 2.3 Device End-of-Life (“EOL”) and Customer Responsibility

Secureworks will issue an announcement to customers when a Secureworks, or a third-party Device that Secureworks supports, is deemed EOL. Upon notification, for customers who purchased the affected Device, it is Customer’s responsibility to replace the affected Device and purchase associated maintenance. For customers leasing the affected Device from Secureworks (through a subscription), Secureworks will replace the affected Device. If Customer fails to purchase and/or install a new Device prior to the EOL date in the announcement, then the following may occur:

- 1) Transition to monitoring-only service at the existing contract price
- 2) Revocation of SLAs and potential discontinuation of Service

Secureworks will restore the original Service after the affected Device is replaced. The Secureworks Lifecycle Policy is located here: <https://www.secureworks.com/client-support/lifecycle-policy>. Use the following link for direct access to the Policy *in PDF format*: [Secureworks Lifecycle Policy](#).

**Note:** Customer incurs any costs related to procuring new Devices, re-provisioning any Devices, and any related components.

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## 3 Maintenance Program for Customer Purchased Equipment

Devices subject to the Maintenance Program for Customer Purchased Equipment (“**Maintenance Program**”) include but are not limited to the following: Secureworks Counter Threat Appliances (“**CTAs**”), iSensor IPS/IDS appliances, Enterprise iSensor IPS/IDS appliances, LogVault appliances, AETD appliances, and AMPD sensor appliances. Secureworks agrees – subject to the terms and conditions below, Customer’s applicable Master Services Agreement (“**MSA**”) or Client Relationship Agreement (“**CRA**”), and Customer’s applicable Transaction Document – to replace the aforementioned Customer Purchased Equipment that is not properly functioning due to ordinary wear and tear, malfunctions, inadequate available memory, or obsolescence. Replacement Device(s) may be new or refurbished. The Maintenance Program is only applicable to a Device when: (i) such Device is expressly specified in a written Transaction Document signed by Secureworks, and (ii) Customer pays all maintenance fees when due. If Customer purchases a Device from Secureworks pursuant to a Transaction Document (i.e., Customer Purchased Equipment) and purchases a Maintenance Program for the Customer Purchased Equipment, then the following applies:

- 1) Customer is offered the Maintenance Program only at the time of purchase of the Customer Purchased Equipment. If, at any time after purchase of the Customer Purchased Equipment, Customer decides to purchase the Maintenance Program, then Customer must agree to pay all charges that would have been billed from the date of such purchase.

- 2) The Maintenance Program charges are only for replacement of Customer Purchased Equipment. Any performance, damage, repair and/or other warranty issues, or claims with respect to Customer Purchased Equipment must be addressed with the applicable original equipment manufacturer (“OEM”). Secureworks will work with the OEM on Customer’s behalf provided that Customer has an active Maintenance Program agreement for the Device. The Secureworks Security Operations Center will be Customer’s single point of contact.
- 3) The obligation of Secureworks to comply with the Maintenance Program is contingent upon, and subject to, the assistance and availability of Customer’s on-site personnel for the following: (i) diagnosis and troubleshooting of problems with existing Customer Purchased Equipment, and (ii) installation of the replacement Customer Purchased Equipment. In the event that such diagnosis and troubleshooting can be performed remotely—as determined by Secureworks, on-site personnel will not be required.
- 4) Secureworks will not replace any Customer Purchased Equipment that Customer returns which is no longer performing due to the unauthorized use of, physical damage to, or misuse or abuse of the Customer Purchased Equipment by Customer or third-parties acting on Customer’s behalf, as determined by Secureworks in its sole and reasonable discretion, including but not limited to, any of the following circumstances:
  - a) Damage due to lightning or climate-related issues (including but not limited to exposure to excessive light, heat, flooding, and the like);
  - b) Opening of Customer Purchased Equipment (exposing any internal components) by anyone other than Secureworks or Secureworks-authorized Customer personnel;
  - c) Loading or modification of software on the Customer Purchased Equipment, or any other modification or reprogramming of the Customer Purchased Equipment without explicit authorization from Secureworks;
  - d) Using Customer Purchased Equipment for anything other than its intended use (e.g., connecting or linking this equipment to other Customer devices);
  - e) Cracks in the Customer Purchased Equipment, dents to chassis or apparatus, or other damage caused by dropping the Customer Purchased Equipment or other mishandling, misuse, or abuse;
  - f) Presence of liquids (or residue there from) or the excessive presence of other extraneous materials inside the Customer Purchased Equipment (including but not limited to dust, hair, dirt, or grime);
  - g) Inability to install the Customer Purchased Equipment; and
  - h) Improper shutdown of the Customer Purchased Equipment.
- 5) Secureworks shall invoice Customer, and Customer agrees to pay for replacement of Customer Purchased Equipment that meets any of the criteria or circumstances set forth in paragraph 4 above.
- 6) Secureworks will replace Customer Purchased Equipment with an active Maintenance Program should it fail, and the terms and conditions are met. In some countries, import processes of the foreign country may impact exchange times for replacement Customer Purchased Equipment in accordance with the Maintenance Program. Customers deploying Customer Purchased Equipment in countries where import processes can be lengthy are strongly encouraged to purchase spare or failover Customer Purchased Equipment for immediate use as a replacement for failed Customer Purchased Equipment.

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## 4 Subscription Program for Leased Devices

Devices subject to the Subscription Program for Leased Devices (“**Subscription Program**”) include but are not limited to the following: Secureworks CTAs, iSensor IPS/IDS appliances, Enterprise iSensor IPS/IDS appliances, LogVault appliances, AETD appliances, and AMPD sensor appliances. Secureworks agrees – subject to the terms and conditions below, Customer’s applicable MSA or CRA, and Customer’s applicable Transaction Document – to replace such leased Device(s) that is not properly functioning due to ordinary wear and tear, malfunctions, inadequate available memory, or obsolescence. The replacement Device(s) may be new or refurbished. If Customer leases one or more Devices from Secureworks pursuant to a Transaction Document, then the lease includes the Subscription Program and the following terms and conditions shall apply:

- 1) The Subscription Program is only applicable to the Device(s) supplied as part of a subscription Service with Secureworks as specified in a Transaction Document.
- 2) Charges for the Subscription Program include the following:

- a) Secureworks Managed or Monitored Managed Security Service
  - b) Firmware
  - c) Software
  - d) Maintenance
  - e) Hardware Warranty
  - f) Technical Support
  - g) Security Content (i.e., logs, events, and policies)
  - h) Future upgrades performed in accordance with the Secureworks Lifecycle Policy
- 3) The Subscription Program is only for the Device(s) Customer leases from Secureworks. Any performance, damage, repair and/or other warranty issues, or claims with respect to the Device(s) must be addressed with the applicable OEM. Secureworks will work with the OEM on Customer's behalf provided that Customer has an active Subscription Program agreement for the Device. The Secureworks Security Operations Center will be Customer's single point of contact.
- 4) The obligation of Secureworks to comply with the Subscription Program is contingent upon, and subject to, the assistance and availability of Customer's on-site personnel for the following: (i) diagnosis and troubleshooting of problems with the existing Device(s), and (ii) installation of the replacement Device(s). In the event that such diagnosis and troubleshooting can be performed remotely—as determined by Secureworks, on-site personnel will not be required.
- 5) Secureworks will not replace any Device that Customer returns which is no longer performing due to the unauthorized use of, physical damage to, or misuse or abuse of the Device(s) by Customer or third-parties acting on Customer's behalf, as determined by Secureworks in its sole and reasonable discretion, including but not limited to, any of the following circumstances:
- a) Damage due to lightning or climate-related issues (including but not limited to exposure to excessive light, heat, flooding, and the like);
  - b) Opening of the Device(s) (exposing any internal components) by anyone other than Secureworks or Secureworks-authorized Customer personnel;
  - c) Loading or modification of software on the Device(s), or any other modification or reprogramming of the Device(s) without explicit authorization from Secureworks;
  - d) Using the Device(s) for anything other than its intended use (e.g., connecting or linking this equipment to other Customer devices);
  - e) Cracks in the Device(s), dents to chassis or apparatus, or other damage caused by dropping the Device(s) or other mishandling, misuse, or abuse;
  - f) Presence of liquids (or residue there from) or the excessive presence of other extraneous materials inside the Device(s) (including but not limited to dust, hair, dirt, or grime);
  - g) Inability to install the Device(s); and
  - h) Improper shutdown of the Device(s).
- 6) Secureworks shall invoice Customer, and Customer agrees to pay for replacement Device(s) that meet any of the criteria or circumstances set forth in paragraph 5 above.
- 7) Secureworks will replace the Device(s) with an active Subscription Program should it fail, and the terms and conditions are met. In some countries, import processes of the foreign country may impact exchange times for the replacement Device(s) in accordance with the Subscription Program. Customers deploying Device(s) in countries where import processes can be lengthy are strongly encouraged to purchase a spare or failover Device(s) for immediate use as a replacement for the failed Device(s).
- 8) Upon expiration or termination of the Subscription Program, Customer shall return the Device(s) to Secureworks in the same condition that Customer received such Device(s) as of the original shipment date, reasonable wear and tear excepted, and Customer shall cease use of, and uninstall or delete all Software or Software components associated with the Device(s) that may have been present on Customer's network. Customer shall pay all shipping charges associated with Customer's return of the Device(s) to Secureworks.