Secureworks

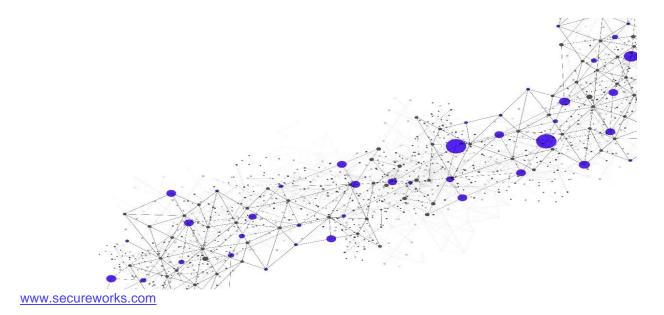
Taegis™ Enablement Services: Core (Taegis XDR, Taegis ManagedXDR, and Taegis VDR)

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1 Table of Contents

| | 1.1 | Overview | 4 |
|---|-------|---|----|
| | 1.2 | Customer Obligations | .4 |
| | 1.3 | Scheduling | |
| | 1.4 | Timeline | |
| | 1.5 | Delivery | |
| 2 | Se | ervice Details | 6 |
| _ | 2.1 | Service Initiation | |
| | 2.2 | Service Scope | |
| | 2.3 | Service Delivery | |
| | 2.3.1 | Report Creation (Utilizing Taegis Search) | |
| | 2.3.2 | Taegis XDR Custom Rule Creation | |
| | 2.3.3 | Taegis XDR Standard Playbook Deployment | |
| | 2.3.4 | Taegis XDR Enablement Assistance Activities | |
| | 2.3.5 | Project Closure and Customer Success Manager Transition | .8 |
| | 2.4 | Deliverable Components | |
| | 2.5 | Out of Scope | .8 |
| 3 | Se | ervice Fees and Related Information | R |
| • | 3.1 | Invoice Commencement | |
| | 3.2 | Out-of-Pocket Expenses | |
| | 3.3 | Term | |
| 4 | Δ | dditional Terms | ٥ |
| _ | 4.1 | Record Retention | |
| | 4.2 | Secureworks Proprietary Rights | |
| | 4.3 | No Reproduction of Secureworks Materials | |
| | 4.4 | No Reliance by Third Parties | |
| | 4.5 | Compliance Services | |
| | 4.6 | Security Services | |
| | 4.7 | Post-Engagement Activities | |
| | 4.8 | Legal Proceedings | |

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1 Service Introduction

This Service Description ("SD") describes the Secureworks® Taegis™ XDR Enablement Core Service ("Service"). All capitalized words and phrases shall have the meanings set forth herein or within the Secureworks-applicable agreement, such as the Customer Relationship Agreement for direct or indirect purchases (individually referenced herein as "CRA"), that is incorporated herein by reference. For avoidance of doubt, the CRA available at www.secureworks.com/eula (or at www.secureworks.jp/eula-jp for Customers located in Japan) applies to Customer's purchases through an authorized Secureworks' reseller.

1.1 Overview

This Service is compiled of the following:

| Activity | Taegis Enablement Core | | | | |
|---|------------------------|--|--|--|--|
| Personnel | Secureworks Consultant | | | | |
| Advanced Search Training | Up to 2 hours | | | | |
| Standard Taegis Playbook Deployment | Up to 5 Playbooks | | | | |
| Custom Alert Rule Creation | Up to 5 Rules | | | | |
| Report Creation | Up to 5 Reports | | | | |
| Auto Investigation Creation | Up to 3 Investigations | | | | |
| Proactive Response Enablement | | | | | |
| Project Closure & CSM Transition | | | | | |
| And 10 Hours of Taegis Enablement Assistance to use across the following activities | | | | | |
| Data Collector Deployment Assistance | | | | | |
| Data Source & Cloud Integration Support | | | | | |
| Taegis Agent Deployment Support | | | | | |
| New Data Source Data Validation | | | | | |
| Auto Investigation Creation | | | | | |
| Additional Custom Alert Rule Creation | | | | | |
| Taegis API Support & Guidance | | | | | |
| Additional Report Creation | | | | | |
| Additional Taegis Playbook Development | | | | | |
| Taegis NDR Configurations | | | | | |

The Service will be delivered remotely from a secure location.

1.2 Customer Obligations

Customer will perform the obligations listed below and acknowledges and agrees that the ability of Secureworks to perform its obligations hereunder are dependent on Customer's compliance with these obligations.

Customer will do the following:

- Assign a project lead to coordinate the activities of Customer's personnel and resources, and to work with the Secureworks consultant to coordinate all necessary activities for the Service.
- Provide prompt responses, participate in workshops and activities for the Service, and proactively
 act when necessary to provide required information, required infrastructure, or personnel who will
 be using Taegis XDR and provide approval for successful completion of each stage of the
 Service.
- Provide support through Customer's personnel to make any changes to Customer's systems and infrastructure to enable the integrations to Taegis XDR.
- Manage Customer-scheduled interruptions and maintenance intervals in order to allow adequate time for Secureworks to perform the Service.
- Ensure Customer's personnel are scheduled and available to participate and assist as required for the Service.
- Ensure that Customer's project lead will do the following:
 - o Communicate issues, concerns, and progress weekly.
 - Partner with Secureworks to jointly govern the project and participate in technical work sessions as needed.
- Will have obtained (before commencement of Service) consent and authorization from the
 applicable third party, in form and substance satisfactory to Secureworks, to permit Secureworks
 to provide the Service if Customer does not own network resources such as IP addresses, Hosts,
 facilities or web applications.
- Ensure that Customer's personnel have agreed to (i) maintain confidentiality of any Secureworks
 Confidential Information and Secureworks Materials used as part of the Service, and (ii) not to
 share such Confidential Information and Secureworks Materials, including any recordings
 provided to Customer and its personnel in connection with the Service, outside the Customer's
 organization (including not to publish such recordings in public space or social media).

1.3 Scheduling

Secureworks will contact the Customer's project lead within five (5) business days after the execution of a Transaction Document to begin the Service initiation activities described herein. These activities will ensure effective and efficient use of the Service. The schedule of activities will be driven by Customer.

Secureworks will use commercially reasonable efforts to meet Customer's requests for dates and times to deliver the Service(s), taking into consideration Customer-designated maintenance intervals, Customer deliverable deadlines, and other Customer scheduling requests. Written confirmation of an agreed-upon schedule shall constitute formal acceptance of such schedule. Secureworks will assign personnel (i.e., a technical consultant) to this project, who are located primarily in the United States or across Europe, the Middle East, and Africa.

1.4 Timeline

The Service is planned for delivery within a period of eight (8) to ten (10) weeks; however, Customer and Secureworks will agree to a more specific timeline after the Discovery Session. If this delivery period increases due to Customer dependencies taking longer than anticipated or for other reasons beyond the control of Secureworks, then additional effort will need to be jointly approved.

- Remote work will occur Monday Friday, 8 a.m. 6 p.m. US Eastern time.
- Work performed outside of the hours listed above, as requested or required by Customer, will incur additional service charges.

1.5 Delivery

All Secureworks-specific activities will be completed remotely by Secureworks personnel using effective collaboration tools to engage with Customer's personnel for the duration of the project. Secureworks personnel will collaborate with Customer's personnel during what is considered normal business hours in the regions in which the assigned Secureworks personnel reside; however, they will make every effort to accommodate Customer's time zone(s) when meetings are required. There are no restrictions on the number of Customer's attendees; however, Secureworks requests Customer's project lead to moderate questions from attendees to ensure delivery and minimize potential distractions.

2 Service Details

The subsections below contain details about the Service and how it will be initiated.

2.1 Service Initiation

Secureworks will schedule a preparatory meeting (up to 30 minutes in length) with Customer to plan for and discuss delivery of the service.

2.2 Service Scope

Secureworks will provide Customer with Taegis XDR Enablement Core as such Service is described in detail below.

2.3 Service Delivery

The subsections below contain information about how Service is delivered to Customer.

2.3.1 Report Creation (Utilizing Taegis Search)

Taegis XDR's Data Lake principle allows for operational staff to create granular reports based upon all event data received from the integrated data sources. In this module, a Secureworks consultant will work with Customer to define and create operationally focused reports using the Taegis Advanced Search and widget functions.

Completion Criteria: This activity is complete when the agreed number of reports (Up to a maximum of 5) have been created and demonstrated in the Customer tenant.

2.3.2 Taegis XDR Custom Rule Creation

The Rule Creation service provides Customer with expert creation of rules used in Taegis XDR that are specific to Customer's organization's objectives and goals. Secureworks security experts will collaborate with Customer to understand Customer's requirements and make recommendations, using best practices to define, create, and validate detection or suppression rules. Secureworks will also evaluate and determine the best course of action using Taegis automations and reporting capabilities to accomplish Customer's objectives in an efficient and effective manner that enables Customer's security team to focus on the most critical threats in Customer's IT environment.

Detection rules are for detecting non-standard requirements in Customer's specific environment. These rules are created for *events* (what Customer want to detect) through use of the Advanced Search feature that enables searching, detecting, notifying, and reporting your business-related interests, gathered from data collected in Taegis XDR.

Alert suppression rules are created to suppress *unwanted alerts* within Taegis XDR (alerts that are referred to as false positives or "noise"). Alert suppression rules are created through use of criteria and regular expressions (RegEx).

Completion Criteria: This activity is complete when the agreed number of custom rules (Up to a maximum of 5) have been created and demonstrated and enabled in the Customer tenant.

2.3.3 Taegis XDR Standard Playbook Deployment

Taegis XDR has an ever-growing library of automations designed to provide efficiencies for Security Operations in areas such as proactive response and alert & investigation handling.

A Secureworks Consultant will work with you to create and enable playbooks from the list of currently offered Taegis automations and provide the following:

- Best practice connection creation including authentication and authorisation support.
- Playbook creation focusing on field completion, required trigger options and actions.
- Activation and demonstration of playbook instances in your Taegis XDR tenant.

Completion Criteria: This activity is complete when the agreed number of standard Taegis playbooks (Up to a maximum of 5) have been created and demonstrated in the Customer Taegis XDR tenant.

2.3.4 Taegis XDR Enablement Assistance Activities

2.3.4.1 Onboarding Assistance

Taegis XDR Deployment and Integration Assistance is designed to allow for Secureworks Consultants to provide best practice guidance and advise on the distribution, configuration of:

- Cloud and on-premises data collectors for supported environments.
- Taegis XDR supported data source integrations.
- Taegis EDR or Red Cloak endpoint agents.
- New data source data validation

Each session will allow customers to achieve the integration of Taegis XDR supported on-premises, cloud and EDR data sources and ensure that these new integrations are correctly configured, and parsing received data as expected.

To ensure greatest return from these sessions, it is highly recommended, to have appropriate change controls and personnel in place, so they can be centered on the integration of the target data sources.

2.3.4.2 iSensor Configuration Assistance

Secureworks iSensor customers can control their configuration settings via Taegis XDR. A Secureworks Consultant can provide guidance on setting up Customer's Taegis iSensor IPS technology.

2.3.4.3 Automatic Investigation Creation

The Taegis platform can automatically create Investigations from alerts that are most important to the business. If required, a Secureworks Consultant will assist, create and deploy the templates and rules required for these investigations when Medium severity or Custom Alerts are detected.

Please note that the number of Automatic Investigations that can be created will be determined through discussion with Customer's Consultant based on the amount of remaining Enablement hours.

Completion Criteria: The activities described within the Taegis Enablement Assistance Hours section are considered complete when all available enablement assistance hours have been exhausted.

Recording of the training session is optional and shall be subject to Secureworks Privacy Policy. If required by Customer, Secureworks can provide a copy of the recording together with copies of training materials, if any, via an agreed electronic transfer method.

2.3.5 Project Closure and Customer Success Manager Transition

Once activities are complete, a Secureworks consultant will host a session via teleconference and provide an overview of the achieved outcomes of the project and any identified recommendations for further tenant enhancement. The meeting will be attended by your Customer Success Manager (CSM) and the end of the session will mark the transition to their care.

2.4 Deliverable Components

Standard deliverables for the Service are listed in the table below. Secureworks will work with Customer to determine appropriate specific deliverables and delivery method.

| Stage(s) | Deliverable(s) Name | Delivery Schedule | Delivery Method |
|----------|--------------------------------------|------------------------------------|-----------------------------------|
| All | Pre-arranged workshops with Customer | Mutually agreed upon with Customer | Teleconference or videoconference |

2.5 Out of Scope

The information in Section 2 comprises the Secureworks standard in-scope offering for the Service. Any other services or activities, devices, or personnel that are not specifically listed as in scope are considered out of scope. Secureworks reserves the right to decline requests that:

- Are beyond the scope of the Service(s) described herein.
- Are beyond the capability of Secureworks to deliver within the contracted service levels.
- Might violate legal or regulatory requirements.

3 Service Fees and Related Information

Service Fees are based on a fixed fee. See Secureworks applicable CRA and Transaction Document for details, including the following:

- Billing and Invoicing
- Out-of-Pocket Expenses
- Services Term

3.1 Invoice Commencement

See the Service-specific Addendum incorporated herein by reference at https://www.secureworks.com/legal/product-terms, as updated from time to time (the "Product Terms Page") or Transaction Document for information about invoice commencement. Provisions related to the term of the Service and payment terms within the Product Terms Page shall not apply to Customer's consumption of Services in case of purchases through a Secureworks' reseller but instead shall be subject to Customer's agreement with its reseller.

3.2 Out-of-Pocket Expenses

Customer agrees to reimburse Secureworks, directly or indirectly (in case of purchases through an authorized reseller), for all reasonable and actual expenses incurred in conjunction with delivery of the Service.

3.3 Term

The term of the Service is defined in the Transaction Document. Service will expire according to the Transaction Document provided that, if there is currently an in-progress delivery of the Service at the time of expiration, then the term shall automatically extend and expire upon completion of such in-progress delivery of the Service. During such extended term (if applicable), the terms and conditions of the CRA shall be in full force and effect.

4 Additional Terms

4.1 Record Retention

Secureworks will retain a copy of the recordings of each session included in the Service in accordance with Secureworks' record retention policy. Unless Customer gives Secureworks written notice to the contrary prior thereto and subject to the provisions of the applicable CRA and DPA, all Customer Data collected during the Services and stored by Secureworks will be deleted within 30 days from the delivery of the Service. If Customer or its authorized agent requests that Secureworks retain Customer Data for longer than its standard retention policy, Customer shall pay Secureworks' costs and expenses associated with the extended retention and storage of such Customer Data. Notwithstanding the foregoing, Secureworks shall be entitled to retain Customer Data as necessary to comply with its own legal, regulatory, judicial, audit, or internal compliance requirements.

4.2 Secureworks Proprietary Rights

As between Customer and Secureworks, Secureworks will own all right, title and interest in and to the Service and Secureworks Materials used for the delivery of the Service, including any recordings of the deliverables hereunder. Secureworks does not transfer or convey to Customer or any third party, any right, title or interest in or to the Service or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with the applicable CRA. Any copies of the Service's recordings and related materials provided to Customer upon request represent Secureworks Materials and are subject to copyright.

4.3 No Reproduction of Secureworks Materials

No part of Secureworks Materials may be reproduced or distributed to the public or press or reproduced or transmitted by the Customer or any of its personnel in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system without the express written permission of Secureworks. Each of Customer's personnel who has received a copy of the Service-related materials hereunder or viewed a recording of such Materials is deemed to have agreed not to reproduce or distribute such Secureworks Materials, in whole or in part, without the prior written consent of Secureworks.

4.4 No Reliance by Third Parties

The Service-related Materials and all information and any documents in any oral, hardcopy or electronic form has been prepared for Customer in connection with the Service and is subject to Secureworks' ownership in any Secureworks Materials. Secureworks disclaims all liability for any damages whatsoever

to any unaffiliated third party arising from or related to its reliance on such presentation or any contents thereof.

4.5 Compliance Services

Customer understands that, although Secureworks' Services may discuss or relate to legal issues, Secureworks does not provide legal advice or services, none of such Services shall be deemed, construed as or constitute legal advice and that Customer is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, any written presentations or summaries provided by Secureworks in connection with any Services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence or any guarantee or assurance as to Customer legal or regulatory compliance.

4.6 Security Services

Customer acknowledges that the Security Services described herein could possibly result in service interruptions or degradation regarding Customer's systems and accepts those risks and consequences. Customer hereby consents and authorizes Secureworks to provide any or all of the Security Services with respect to Customer's systems. Customer further acknowledges that it is Customer's responsibility to restore network computer systems to a secure configuration after Secureworks completes testing.

4.7 Post-Engagement Activities

Subject to any applicable legal or regulatory requirements, thirty (30) days after completing delivery of the Service, Secureworks will commence with the appropriate media sanitization and/or destruction procedures of the Customer acquired images, or other media obtained by Secureworks in the performance of the Service hereunder (the "Engagement Media"). Unless agreed to otherwise by the parties, and subject to any applicable legal or regulatory requirements, Secureworks shall, in its sole discretion, dispose of the Engagement Media on or after the engagement conclusion and only maintain a copy of the completed engagement-specific deliverables.

4.8 Legal Proceedings

If Customer knows or has reason to believe that Secureworks or its employees performing Services under this Service have or will become subject to any order or process of a court, administrative agency or governmental proceeding (e.g., subpoena to provide testimony or documents, search warrant, or discovery request), which will require Secureworks or such employees to respond to such order or process and/or to testify at such proceeding, Customer will (i) promptly notify Secureworks, unless otherwise prohibited by such order or process, (ii) use commercially reasonable efforts to reduce the burdens associated with the response, and (iii) reimburse Secureworks for (a) its employees' time spent as to such response, (b) its reasonable and actual attorneys' fees as to such response, and (c) its reasonable and actual travel expenses incurred as to such response. Nothing in this paragraph shall apply to any legal actions or proceedings between Customer and Secureworks as to the Services.