Secureworks

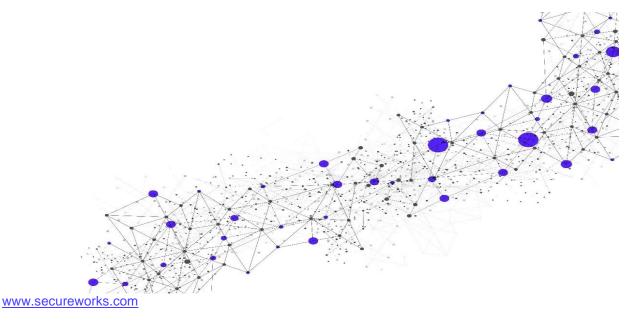
Taegis[™] XDR Health Check (*Taegis XDR, Taegis ManagedXDR, and Taegis VDR*)

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1.0



Global Headquarters

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1 Service Introduction

This Service Description ("**SD**") describes the **Secureworks**[®] **Taegis™ XDR Health Check** service ("**Service**"). All capitalized words and phrases shall have the meanings set forth herein, as defined in the Glossary, 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 <u>www.secureworks.com/eula</u> (or at <u>www.secureworks.jp/eula-jp</u> for Customers located in Japan) applies to Customer's purchases through an authorized Secureworks' reseller.

1.1 Overview

The purpose of the Service is to analyze Customer's setup for several features within a Customer's Taegis XDR Tenant and provide Customer with actionable recommendations for improvement. Recommendations will be categorized according to severity based on the impact that the recommendation can make to improve security monitoring and detection within Customer's Taegis XDR Tenant.

The scope includes the following:

- Analysis of Taegis XDR utilization across the following features:
 - o Integrations
 - Automations
 - o Customer created customizations
- Creation and Delivery of the Health Check Report (also referred to as the Final Report)
- One (1) three-hour Enhancement Session to allow for agreed-upon improvements to be made to Customer's Taegis XDR Tenant based on the documented recommendations.

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 designate a project lead to coordinate the activities of Customer's personnel and resources, and to work with Secureworks to coordinate all necessary activities for successful completion of the Service (e.g., provide information to Customer's personnel such as dates/times for teleconferences, commit to dates and times for all teleconferences, sessions, and the tactical recommendations to implement as part of this 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.
- Ensure Customer's personnel are scheduled and available to participate and assist as required for the Service.

- Customer will provide notice at least 72 hours in advance (according to Universal Time Coordinated/UTC) of agreed-upon, scheduled date and time for any teleconferences or sessions that are part of this Service if scheduling changes are required.
- Customer will ensure that all personnel attending the Enhancement Session have user accounts within Taegis XDR.
- 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. The Service requires a minimum of two (2) weeks advance notification to schedule.

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 two (2) to three (3) weeks. however, Customer and Secureworks will agree to a more specific timeline after the Preparatory Meeting. 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 with Customer to plan for and discuss topics such as Customer's challenges, understand Customer's current Taegis XDR environment, and agree upon scheduling the delivery of the Service.

2.2 Service Scope

The Service consists of a Preparatory Meeting, Health Check Report (also referred to as the "Final Report"), Final Report Delivery Session, and an Enhancement Session, as described in detail below.

2.3 Service Delivery

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

2.3.1 Health Check Report Creation

The Taegis Health Check provides a complete tenant overview but chiefly focuses on three key areas of operation:

- Data Ingestion
- Automations
- Customizations

Data Ingestion

Taegis XDR searching and alerting capabilities are dependent on data ingested from Customer assets and cloud services. This data needs to be normalized and parsed in-line with Secureworks detailed requirements to ensure correct schema alignment. In this module, Secureworks analyzes the integration and asset data coming into Taegis XDR and provides feedback when sub-optimal data ingestion practices are observed, ensuring Customer can be confident that event data is maximizing Taegis XDR detection possibilities.

Automations

Through customer engagements, Secureworks knows many Security Operations Centers are resource constrained. To reduce the potential impacts of this challenge, process automation and proactive responses are a core feature of Taegis XDR. In this section of the Health Check, Secureworks analyzes the current utilization of the playbooks and connectors in the tenant and provides actionable feedback as to where improvements can be made. Secureworks also makes recommendations for additional automations that are beneficial based on Customer's integrated assets, as well as alert trends and investigation handling.

Customizations

Every business has monitoring needs linked to regulatory requirements or internal security use cases. To support these desires, Taegis XDR provides multiple opportunities for customization, including:

- Custom Rules for business defined use cases
- Custom Parsers to normalize and parse data from currently unsupported data sources

- Custom Automations providing proactive responses or enrichment and notification of Security Operations Centre ("SOC") processes
- Auto Investigations to promote alerts of interest to SOC personnel
- Service, platform and operational reporting

To ensure that Customer is utilizing these important features optimally, Secureworks analyzes and documents utilization of these areas and provide actionable, best practice recommendations for enhancement.

2.3.2 Final Report Delivery Session

Once all modules have been analyzed, Secureworks will create a Final Report and present the findings to Customer for discussion. The Final Report will provide an overview of the perceived tenant health aligned to the three core areas, and the observations and recommendations for each area. All Secureworks recommendations are actionable, meaning that changes can be made within the tenant immediately to improve and enhance a Customer Taegis XDR experience.

2.3.3 Enhancement Session

The final element of the Health Check is the Enhancement Session. This three-hour session looks to implement as many of the recommendations made within the report as possible to further enhance the Customer Taegis XDR experience. Typical outcomes from these sessions can include:

- New asset or integration onboarding assistance
- Taegis XDR standard playbook creation
- Taegis XDR custom rule or report creation
- Ad-hoc training on Taegis XDR related topics

Note: The Service only allows for a limited-time session (as described herein) for implementing agreedupon recommendations; thus, not all tactical recommendations may be implemented during this session. Customer can implement the additional recommendations or purchase additional hours for Secureworks to implement the additional recommendations.

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

2.4 Deliverable Components

Secureworks will provide Customer's project lead with the Final Report indicated below.

Service Name	Report	Delivery Schedule	Delivery Method
Taegis XDR Health Check		After Final Report Delivery Session	Email

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 <u>https://www.secureworks.com/legal/product-terms</u>, 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 Customer Reports and 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.

5 Glossary

Term	Description
Additional Managed Tenant	An add-on service for Taegis ManagedXDR and Taegis ManagedXDR Elite that provides Customer with more than one XDR tenant.
Integration	Application Programming Interface (" API ") calls or other software scripts for conducting the agreed-upon Service(s) for the connected technology.