

## SAAS ADDENDUM

This SaaS Addendum (“**SaaS Addendum**”) forms part of the Customer Relationship Agreement (“**CRA**”) between Secureworks and Customer and applies where Secureworks provides Cloud Services to Customer. Capitalized terms not defined in this SaaS Addendum shall have the same meaning as the defined terms in the CRA.

### 1.0 TERM; TERMINATION; AND RENEWAL OF CLOUD SERVICES.

**1.1 Term and Associated Fees for Cloud Services.** The Services Term for the Cloud Services and any additional service enhancements related to the Cloud Services will commence on the date specified in the applicable Transaction Document (the “**Cloud Services Commencement Date**”) and continue for the period identified in such Transaction Document (the “**Initial Term**”), unless terminated earlier in accordance with the provisions of the CRA. Secureworks’ fees and billing method for the Cloud Services and additional service enhancements are set forth on each Transaction Document. Secureworks may invoice Customer for such Cloud Services and additional service enhancements on or after the Cloud Service Commencement Date. Except for any professional services under additional service enhancements related to the Cloud Services that are provided on a one-off basis, upon expiration of the Initial Term, the Services Term for the Cloud Services shall automatically renew for successive periods of twelve months (each, a “**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 Renewal Term, the fees associated with the Services 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 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 Customer will substitute another mutually acceptable cost index.

**1.2 Continued Provision and Receipt of Services.** Notwithstanding anything to the contrary set forth in the CRA, if the Services Term on any applicable Transaction Document expires and the Cloud Services continue to be provided by Secureworks or received and used by Customer, the terms and conditions of the CRA, this SaaS Addendum and the Transaction Document shall continue to apply for such Cloud Services until the Cloud Services cease to be provided by Secureworks or received and used by Customer.

**1.3 Termination of Cloud Services.** If the Cloud Services (whether by termination of the CRA, by termination of any Transaction Document relating to such Cloud Services, or otherwise) are terminated by either Party prior to the expiration of the Services Term for such Cloud Services for any reason other than Secureworks’ material breach in accordance with the CRA or subject to Section 2.6, then Customer will pay Secureworks all unpaid Cloud Service fees as set forth in the applicable Transaction Document for the Cloud Services provided through the effective termination date plus a termination fee equal to the Cloud Services fees for the remainder of the Services Term for such Cloud Services. Customer acknowledges and agrees that such termination fee is paid in recognition of the upfront costs and investments made by Secureworks in connection with the provision of the Cloud Services and not as a penalty. If Customer terminates the Cloud Services (whether by termination of the CRA, by termination of any Transaction Document relating to such Cloud Services, or otherwise) as a result of Secureworks’ material breach, then to the extent that Customer has prepaid any Cloud Services fees, Secureworks shall refund to Customer any prepaid Cloud Services fees on a pro-rata basis to the extent such Cloud Services fees are attributable to the period after such termination date.

### 2.0 CUSTOMER USE OF CLOUD SERVICES

**2.1 License Grant.** During the Services Term and subject to Customer’s compliance with the terms and conditions set forth in the CRA, Transaction Document, and this SaaS Addendum, Secureworks will provide Customer and Customer’s Affiliates with a limited, nontransferable, nonexclusive license to access and use: (a) the Cloud Services identified in the applicable Transaction Document; (b) the Software listed in the applicable Transaction Document; (c) the Cloud Services portal as necessary for Customer to receive the Cloud Services; (d) access to and use of Documentation; or (e) a combination of any of the foregoing, as necessary for Customer and Customer’s Affiliates to receive the Cloud Services. Customer’s and Customer’s Affiliates’ usage of the Cloud Service is limited to the licensed volume stated on a Transaction Document (the “**Licensed Volume**”).

**2.2 General Restrictions on Use of Solutions.** Customer (a) will use the Products only for its internal security purposes, or for the internal security purposes of Customer’s Affiliates, and (b) will not, for itself, any Customer Affiliate or any third party: (i) sell, rent, license, assign, delegate, distribute, or transfer any of the Products, except as permitted under the CRA; (ii) decipher, decompile, disassemble, reconstruct, reproduce, translate, merge, modify, or reverse engineer any Product or any component thereof (including, for the avoidance of doubt, discovering any source code of the Software); (iii) incorporate a Cloud Service into any software program not provided or authorized by Secureworks; (iv) copy any Software or Documentation, except that Customer may make a reasonable number of copies of the Documentation for its internal, non-commercial use (provided Customer reproduces on such copies all proprietary notices of Secureworks or its suppliers); (v) remove, destroy, or modify, to the extent applicable to the Products, any confidential or proprietary rights notices of Secureworks or its suppliers that are included in such Products; (vi) work around any technical limitations in the Products; (vii) publish (or otherwise make available) the Products, including any application programming interfaces included therein, or any programs or materials resulting from the Products; (viii) use the Products to upload, input, store or transmit infringing, libelous, or otherwise unlawful or tortious material (or to store or transmit material in violation of law or third-party privacy rights); (ix) perform or disclose any of the following security testing of the Products or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; (x) access or use the Products for purposes of competitive analysis of the Products, the development, provision, or use of a competing software service or product or any other purpose that is to Secureworks’ detriment or commercial disadvantage; (xi) use the Products in a way intended to access or use the underlying infrastructure or to avoid incurring fees or exceed usage limitations; (xii) use or access the Products in a manner not permitted by (or otherwise inconsistent with) the CRA or Transaction Document; (xiii) extract or decouple from any Equipment the Software installed or embedded on such equipment; or (xiv) bypass or breach any security device or protection used by the Products or access or use the Products other than by a User through the use of his or her own then valid access credentials. In addition, Customer will not, and will not permit unaffiliated third parties to, (A) use the Products on a timesharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; or (B) alter any aspect of any Products. As used herein, “**User**” means Customer’s employees that are permitted to access the Cloud Services.

**2.3 Users and Third Parties.** Customer shall not permit any third party to access or use any Products. Users will be permitted to access or use such Cloud Service subject to the terms of the CRA and Transaction Document and Customer shall cause the Users to comply with the CRA and Transaction Document and be responsible for the acts and omissions of the Users. Notwithstanding the foregoing, Customer may use a third-party services provider (an "MSSP") to access and use the Products on Customer's behalf; provided that, such MSSP is a certified MSSP in the Secureworks Global MSSP Program. If a MSSP is authorized by Customer to use the Cloud Services, Customer shall be responsible for the MSSP's compliance with the terms of the CRA and Transaction Document and shall be responsible for all acts and omissions of the MSSP. Secureworks makes no representations or warranties regarding any third party certified in the Secureworks Global MSSP Program and shall not be responsible for any acts or omissions of any MSSP.

**2.4 Password Protection.** Customer agrees to maintain the privacy of Customer's and its Users' access credentials associated with the Services. Customer has and will retain sole responsibility for the security and use of Customer's and its Users' access credentials and all access to and use of the Services directly or indirectly by or through the Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer agrees to (a) notify Secureworks as soon as possible of any unauthorized use of Customer's password or Internet account or any other breach of security; and (b) ensure that Customer exits from Customer's Internet account at the end of each session. Secureworks shall not be liable for any damages incurred by Customer or any third party arising from Customer's failure to comply with this Section 2.4.

**2.5 Required Consents.** Customer is responsible for, and will promptly obtain, maintain, and comply with, any required licenses, approvals, permits, or consents necessary to receive and use the Products and to provide or permit Secureworks to access or process the Customer Data. Customer represents and warrants that it: (a) has the necessary rights, consents, approvals, licenses, power and authority to transmit Customer Data to Secureworks and to permit Secureworks to perform the Cloud Services and satisfy its obligations under the CRA and Transaction Document; (b) has and shall continue to fulfill all obligations with respect to individuals as required to permit Secureworks to carry out the terms and satisfy its obligations under the CRA and Transaction Document, including with respect to all applicable laws, regulations and other constraints applicable to Customer Data.

**2.6 Suspension or Termination of Services.** Secureworks may suspend, terminate, or otherwise deny Customer's, any User's, or any other person's access to or use of all or any part of the Cloud Services, without any further obligation to the Customer, if: (a) Secureworks determines that it is required due to a judicial or other governmental demand or order, subpoena, or law enforcement request; or (b) Secureworks believes, in its good faith and reasonable discretion, that: (i) Customer or any User has failed to comply with any term of the CRA or Transaction Document, or accessed or used the Cloud Services in a manner that exceeds the rights granted pursuant to the CRA or Transaction Document, or for a purpose not authorized under the CRA or Transaction Document, or in any manner that does not comply with any instruction or requirement of the Documentation; (ii) Customer or any User is, has been, or is likely to be involved in any fraudulent, misleading, abusive, or unlawful activities relating to or in connection with any of the Cloud Services; or (iii) the CRA or the Transaction Document expires or is terminated. This Section 2.6 does not limit any of Secureworks' other rights or remedies, whether at law, in equity, or under the CRA or Transaction Document.

**2.7 Monitoring of Cloud Services.** Customer will monitor its own use of the Cloud Services and report any use in excess of the Data Cap (as defined in Attachment 1 hereto) or the Licensed Volume under a Transaction Document. Secureworks may monitor Customer's use of the Cloud Services under this SaaS Addendum at any time during the Services Term to verify compliance with the Data Cap, Licensed Volume, the CRA and this SaaS Addendum. If Secureworks determines that Customer's use of the Cloud Services exceeded the Data Cap or the Licensed Volume, Customer shall pay to Secureworks all amounts due for such excess use. Customer shall make all payments required under this Section 2.7 within thirty (30) days of the date of written notification of the audit results.

**2.8 Compliance Disclaimer.** Customer understands that, although Secureworks' Cloud Services may assist Customer in meeting certain compliance and regulatory use cases, the Secureworks Cloud Services are not designed for compliance and regulatory use. In addition, any written summaries or reports produced by Secureworks or generated by the Cloud 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.

### 3.0 TECHNICAL SUPPORT; MAINTENANCE; AND AVAILABILITY.

**3.1 Technical Support.** Secureworks offers various levels of technical and expert support as part of the Cloud Services depending on the applicable Cloud Service, each as described in Attachment 1 hereto. Customer shall be entitled to the basic level of support at no extra charge. Additionally, Customer may purchase an enhanced level of technical support by paying the applicable fee(s).

**3.2 Maintenance.** From time to time, Secureworks will perform scheduled maintenance of the systems related to the Cloud Services. Secureworks shall use reasonable efforts to provide Customer with at least twelve (12) hours' advance notice of any planned maintenance that affects the availability of the Cloud Services.

**3.3 Service Levels.** Secureworks shall provide the Cloud Services in accordance with the then-current applicable service levels as described in Attachment 1 hereto.

**3.4 Warranty.** The Cloud Services shall conform in all material respects to the published documentation available at <https://docs.ctpx.secureworks.com>, as updated from time to time (the "Documentation").

### 4.0 SERVICE ENHANCEMENTS.

**4.1 Service Add-Ons.** Secureworks may offer various additional service enhancements as part of the Cloud Services, each as described in Attachment 1 hereto. The fee(s) for any such additional service enhancements are set forth in a Transaction Document and are purchased by Customer separately from the Cloud Services.

**4.2 Overages.** The fees for additional service enhancements purchased by Customer may be based on the Licensed Volumes for the underlying Cloud Services to which the additional services relate. If, using the methodology described in Section 2.7, Secureworks determines that Customer's use of the underlying Cloud Services exceeds the Licensed Volume(s), Customer shall be required to pay to Secureworks all amounts due for the additional service enhancements related to such overage.

## **5.0 FREE EVALUATION ACCESS.**

**5.1** Secureworks may offer Customer a free trial evaluation access to the Cloud Services. If Customer is accessing the Cloud Services on a free trial basis, Customer acknowledges and agrees that notwithstanding anything set forth in the CRA this Article 5.0 shall apply.

**5.2 THE PRODUCTS ARE PROVIDED "AS IS, WHERE IS" WITH NO WARRANTY OF ANY KIND. SECUREWORKS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

**5.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE CRA OR ANY RELATED DOCUMENTATION, SECUREWORKS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY BUSINESS DISRUPTION, SERVICE(S) CREDIT OR DAMAGES SUFFERED OR INCURRED BY CUSTOMER (WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL) IN CONNECTION WITH THE SOLUTION(S), REGARDLESS OF THE FORM OR THEORY OF THE ACTION, (INCLUDING NEGLIGENCE), EVEN IF SECUREWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION IS AN ESSENTIAL ELEMENT OF THE PROVISIONING OF AN EVALUATION ACCESS AND THAT SECUREWORKS WOULD NOT PROVIDE SUCH EVALUATION ACCESS WITHOUT THESE LIMITATIONS ON LIABILITY. THIS DOES NOT APPLY IN CASE OF FRAUD BY SECUREWORKS, AN INTENTIONAL OR GROSSLY NEGLIGENT ACTION OR FAILURE TO ACT, IN CASE OF DAMAGES RESULTING FROM LOSS OF LIFE, PHYSICAL HARM OR DAMAGES TO HEALTH, NOR WHERE MANDATORY LAW PROVIDES FOR UNLIMITED LIABILITY.**

## **6.0 MISCELLANEOUS.**

In the event of any conflict between the CRA and this SaaS Addendum, the terms and conditions of this SaaS Addendum shall prevail. This SaaS Addendum and the CRA shall hereafter be read and construed together as a single document. This SaaS Addendum may not be amended or modified except in a writing signed by an authorized representative of each party.

**Attachment 1 – Additional Terms for Cloud Services Offerings****Cloud Service: Secureworks® Taegis™ XDR**

- Secureworks shall provide Customer with basic support in accordance with the support policies set forth at [https://docs.ctpx.secureworks.com/legal/tdr\\_support/](https://docs.ctpx.secureworks.com/legal/tdr_support/), as updated from time to time. If set forth in an applicable Transaction Document, Secureworks shall also provide Customer with “Ask the Expert” support in accordance with the support policies set forth at [https://docs.ctpx.secureworks.com/legal/tdr\\_expert\\_support/](https://docs.ctpx.secureworks.com/legal/tdr_expert_support/), as updated from time to time.
- Secureworks shall provide the Cloud Service in accordance with the service levels set forth at [https://docs.ctpx.secureworks.com/legal/tdr\\_sla/](https://docs.ctpx.secureworks.com/legal/tdr_sla/), as updated from time to time.
- Customer’s use of Taegis XDR shall be limited to the processing of not more than 4GB of Customer Data processed per month multiplied by the Licensed Volume (the “Data Cap”). Customer may purchase an upgraded volume for the Data Cap pursuant to a Transaction Document.
- The Secureworks data retention policy for Taegis XDR is accessible from here: [https://docs.ctpx.secureworks.com/legal/tdr\\_data\\_retention/](https://docs.ctpx.secureworks.com/legal/tdr_data_retention/).

**Service Enhancement: Secureworks Taegis NGAV**

- If ordered by Customer pursuant to a Transaction Document, then Secureworks shall provide Customer with the Taegis NGAV software enhancement as described in the Documentation and in accordance with the support policies for Taegis XDR set forth above.

**Service Enhancement: Secureworks Taegis ManagedXDR**

- If ordered by Customer pursuant to a Transaction Document, then Secureworks shall provide Customer with the Taegis ManagedXDR as described [https://docs.ctpx.secureworks.com/legal/mdr\\_service\\_description/](https://docs.ctpx.secureworks.com/legal/mdr_service_description/), as updated from time to time.

**Service Enhancement: Secureworks Taegis ManagedXDR Elite**

- If ordered by Customer pursuant to a Transaction Document, then Secureworks shall provide Customer with the Taegis ManagedXDR Elite as described [https://docs.ctpx.secureworks.com/legal/mxdr\\_elite\\_service\\_description/](https://docs.ctpx.secureworks.com/legal/mxdr_elite_service_description/), as updated from time to time.
- Notwithstanding anything set forth on a Transaction Document, if a Customer purchases Taegis ManagedXDR Elite, then the Taegis ManagedXDR service description set forth at [https://docs.ctpx.secureworks.com/legal/mdr\\_service\\_description/](https://docs.ctpx.secureworks.com/legal/mdr_service_description/) shall not apply.

**Service Enhancement: Secureworks Taegis ManagedXDR Essentials**

- If ordered by Customer pursuant to a Transaction Document, then Secureworks shall provide Customer with the Taegis ManagedXDR Essentials as described [https://docs.ctpx.secureworks.com/legal/mxdr\\_essentials\\_service\\_description/](https://docs.ctpx.secureworks.com/legal/mxdr_essentials_service_description/), as updated from time to time.
- Notwithstanding anything set forth on a Transaction Document, if a Customer purchases Taegis ManagedXDR Essentials, then the Taegis ManagedXDR service description set forth at [https://docs.ctpx.secureworks.com/legal/mdr\\_service\\_description/](https://docs.ctpx.secureworks.com/legal/mdr_service_description/) and the Taegis ManagedXDR Elite service description set forth at [https://docs.ctpx.secureworks.com/legal/mxdr\\_elite\\_service\\_description/](https://docs.ctpx.secureworks.com/legal/mxdr_elite_service_description/), shall not apply.

**Service Enhancement: Taegis Transition Services for Taegis XDR or Taegis ManagedXDR or Taegis ManagedXDR Elite**

- If ordered by Customer pursuant to a Transaction Document, then Secureworks shall provide Customer with Taegis Transition Services for Taegis XDR or Taegis ManagedXDR or Taegis ManagedXDR Elite as described at <https://www.secureworks.com/descriptions/taegis-transition-services-simple>, <https://www.secureworks.com/descriptions/taegis-transition-services-moderate>, or <https://www.secureworks.com/descriptions/taegis-transition-services-advanced>, as updated from time to time. The applicable Service Description shall be determined based on the Taegis Transition Service offering identified on a Transaction Document.

**Service Enhancement: Training for Taegis XDR or Taegis ManagedXDR or Taegis ManagedXDR Elite**

- If ordered by Customer pursuant to a Transaction Document, then Secureworks shall provide Customer with training for Taegis XDR or Taegis ManagedXDR as described at <https://www.secureworks.com/descriptions/xdr-training>, as updated from time to time.

**Service Enhancement: Premium Onboarding for Taegis XDR or Taegis ManagedXDR**

- If ordered by Customer pursuant to a Transaction Document, then Secureworks shall provide Customer with Premium Onboarding for Taegis XDR or Taegis ManagedXDR as described at <https://www.secureworks.com/descriptions/xdr-onboarding>, as updated from time to time.

**Service Enhancement: Extended Data Retention for Taegis XDR or Taegis ManagedXDR or Taegis ManagedXDR Elite**

- If ordered by Customer pursuant to a Transaction Document, then Secureworks shall provide Customer with extended data retention for Customer Data as described at [https://docs.ctpx.secureworks.com/legal/tdr\\_data\\_retention/](https://docs.ctpx.secureworks.com/legal/tdr_data_retention/), as updated from time to time.

**Service Enhancement: XDR Data Collection and Integration for Taegis XDR or Taegis ManagedXDR or Taegis ManagedXDR Elite**

- If ordered by Customer pursuant to a Transaction Document, then Secureworks shall provide Customer with XDR Data Collection and Integration as described at <http://www.secureworks.com/descriptions/xdr-dci>, as updated from time to time.

**Service Enhancement: Managed iSensor™ (only for Taegis ManagedXDR or Taegis ManagedXDR Elite)**

- If ordered by Customer pursuant to a Transaction Document, then Secureworks shall provide Customer with Managed iSensor (only for ManagedXDR) as described at [https://docs.ctpx.secureworks.com/legal/managed\\_isensor/](https://docs.ctpx.secureworks.com/legal/managed_isensor/), as updated from time to time.

**Cloud Service: Secureworks Taegis VDR**

- Secureworks shall provide Customer with basic support in accordance with the support policies set forth at [https://docs.ctpx.secureworks.com/vdr/legal/product\\_support/](https://docs.ctpx.secureworks.com/vdr/legal/product_support/), as updated from time to time.
- Secureworks shall provide the Cloud Service in accordance with the service levels set forth at [https://docs.ctpx.secureworks.com/vdr/legal/product\\_sla/](https://docs.ctpx.secureworks.com/vdr/legal/product_sla/), as updated from time to time.

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