

CUSTOMER RELATIONSHIP AGREEMENT – PARTNER PROGRAM

THIS CUSTOMER RELATIONSHIP AGREEMENT INCLUDING ALL APPLICABLE TERMS REFERENCED HEREIN AS BEING INCORPORATED INTO AND GOVERNED BY THE TERMS OF THIS DOCUMENT (“**CRA**” OR “**AGREEMENT**”) CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN (I) THE INDIVIDUAL OR ENTITY IDENTIFIED ON A TRANSACTION DOCUMENT FOR ORDERING SECUREWORKS PRODUCTS (AS DEFINED BELOW) AND THAT IS NOT THE RESELLER (ALSO REFERRED TO AS “**YOU**” OR “**CUSTOMER**”) AND (II) SECUREWORKS, DEFINED AS THE APPLICABLE ENTITY SET FORTH IN EXHIBIT A (“**SECUREWORKS**”). THE TERMS OF THIS AGREEMENT MAY VARY TO THE EXTENT PROVIDED IN EXHIBIT A. THE EFFECTIVE DATE OF THIS AGREEMENT IS THE DATE YOUR RESELLER (DEFINED BELOW) DELIVERS A TRANSACTION DOCUMENT TO SECUREWORKS FOR SECUREWORKS PRODUCTS (THE “**EFFECTIVE DATE**”).

By purchasing, accessing or using Secureworks Products specified in the Transaction Document delivered by Your Reseller to Secureworks, You agree to be bound by this CRA and that You have read, understand and accept all of the terms and conditions of this Agreement. A detailed description of the Products is provided in the applicable service description and service level agreement (“**Service Description**”) available upon request and/or attached to the quote or other purchase documentation, whether or not signed, that specifies Secureworks Products (a “**Transaction Document**”). Please retain a copy of this Agreement for your records. Secureworks and Customer are collectively referred to herein as the “**Parties**” and each a “**Party**.”

1. STRUCTURE; ORDER OF PRECEDENCE; SERVICES; EQUIPMENT AND PRODUCTS.

- 1.1. This CRA, the Transaction Document(s), the applicable Addenda, including (a) the Data Protection Addendum at <https://www.secureworks.com/dpa> (“**DPA**”), if applicable; (b) the Business Associate Addendum at <https://www.secureworks.com/baa-us> (“**BAA**”), if applicable; (c) one or more Services Addenda (each of (a), (b) and (c), an “**Addendum**” and collectively, the “**Addenda**”) and (d) any Service Descriptions that are applicable as to a Transaction Document, are the complete agreement regarding transactions under this CRA and the subject matter and supersede all prior oral and written understandings, agreements, communications, and terms and conditions between the Parties including, without limitation, any terms contained within a purchase order issued by Customer in connection with the Services, and any separate security or privacy agreements executed by the Parties. In the event of a conflict among any of the foregoing documents, the order of priority shall be in descending order as follows: (1) the DPA; (2) the BAA; (3) a Transaction Document (but only as to that specific Transaction Document); (4) the other Addenda; and (5) this CRA.
- 1.2. This Agreement applies to Customer’s purchase from the reseller/partner identified in a Transaction Document (the “**Reseller**”), subject to the terms and conditions herein and any applicable Services Addenda, of Secureworks Products and Services such as (i) managed security services (“**MSS Services**”), (ii) professional security risk consulting services (“**Professional Services**” or “**Consulting Services**”), including incident response services (“**IR Services**”), and/or (iii) cloud-enabled security services (“**Cloud Services**” or “**SaaS Solutions**”). The MSS Services, Consulting Services, Cloud Services and any applicable third-party products and services are collectively referred to hereafter as the “**Services**”. Customer acknowledges and agrees that all Secureworks Services may not be available for purchase pursuant to a Reseller, and for such Services, Customer must order directly from Secureworks.
- 1.3. As further described in the applicable Services Addenda for Services purchased through a Transaction Document, Secureworks will provide Customer with access to and use of (i) software (in object code format only) (the “**Software**”), (ii) written directions and/or policies relating to the Services, which may be in paper or electronic format (the “**Documentation**”), and (iii) equipment or hardware (“**Equipment**”) (the Services, the Software, the Documentation and the Equipment are collectively referred to as the “**Products**”), or (iv) a combination thereof, as necessary for Customer to receive the Services, provided that Equipment may be purchased by Customer pursuant to a Transaction Document (“**Customer Purchased Equipment**”).
- 1.4. This Agreement is a master agreement that covers all Secureworks Products but provisions regarding specific Products apply only to the extent You have purchased, accessed or used such Products through the Reseller. Additional terms governing the receipt of such specific Services can be found at www.secureworks.com/product-terms, as updated from time to time and incorporated herein by reference (“**Product Terms**”). To the extent provided in Exhibit A, the Product Terms may vary depending on where the Products are delivered or performed, or on the country of domicile of the Customer. Provisions related to the Services Term(s) and payment terms within the Product Terms shall not apply to Your consumption of Services but instead shall be subject to Your agreement with Your Reseller.
- 1.5. **Equipment.**
 - 1.5.1. Any risk of loss or damage to the Equipment shall pass to Customer on delivery of such Equipment to Customer.
 - 1.5.2. Title to the Customer Purchased Equipment, other than any Software or other Secureworks property (including IP) installed on the Customer Purchased Equipment, shall pass to Customer on payment. Secureworks shall retain title to the Equipment and any Software or other property installed on Equipment.
 - 1.5.3. Secureworks agrees to transfer to Customer, all right, title, and interest in and to any Customer Purchased Equipment in accordance with Section 1.5.2 above, excluding any right, title or interest in and to the Software and any other Secureworks property (including IP) loaded onto such Customer Purchased Equipment.
 - 1.5.4. Customer will, at Customer’s sole expense, keep and maintain the Equipment in clean and good working order and repair during the Services Term.
 - 1.5.5. Upon the earlier of the termination or expiration of the Transaction Document relating to the Secureworks Equipment, Customer will (i) return Secureworks Equipment to Secureworks in full working order and (ii) erase, destroy, and cease use of all Software located or installed on any Secureworks Equipment. If Customer does not return the Secureworks Equipment within thirty (30) days following expiration or termination of the Transaction Document relating to the Secureworks Equipment, then Customer will be responsible for the then-current replacement costs of such Secureworks Equipment.

2. SERVICE FEES AND AFFILIATES.

- 2.1. Service Fees.** Your payment obligations in respect of the Products and Services are set forth in Your agreement with Your Reseller. Accordingly, no provision in any Services Addenda related to billing, invoicing, or automatic renewal shall apply to You.
- 2.2. Affiliates.** As used herein, the term “**Affiliate**”, with respect to a Party means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Party; for avoidance of doubt, if the Customer’s domicile is in Australia, the term Affiliate means a Party or its related bodies corporate as defined under Section 50 of the Corporations Act 2001 (as amended or substituted from time to time). “**Customer**” shall include Customer’s Affiliate(s): (i) receiving the benefit of the Services through Customer’s purchase of the Services, or (ii) whose data is included, accessed or received by Secureworks in connection with the performance of the Services for Customer. With respect to Customer’s Affiliate(s), Customer hereby represents and warrants that: (A) Customer has obtained the necessary consent from each Customer Affiliate for Secureworks to access such Customer Affiliate’s networks and data in connection with providing the Services, and (B) each Customer Affiliate agrees to, and is hereby legally bound by, the terms of this CRA. The Parties acknowledge and agree that Customer Affiliate(s) are not intended to be third-party beneficiaries to this CRA and shall have no direct claim against Secureworks hereunder. Customer shall be fully liable for any breach of the terms of this CRA by its Affiliate(s) receiving or having access to the Services hereunder. For the purposes of either Party’s Affiliate(s) performing, receiving or purchasing Services hereunder, references to Secureworks and Customer herein shall be deemed references to such Party’s respective Affiliate(s).

3. TERM.

- 3.1. Term of CRA.** The term of this CRA shall commence on the Effective Date and shall continue until this CRA is terminated pursuant to the provisions hereof (“**Term**”).
- 3.2. Term of Transaction Document(s).** The term for the Services will commence on the date specified on the applicable Transaction Document and continue for the period identified therein (“**Services Term**”) unless terminated earlier in accordance with the provisions hereof. In the event that the Services Term on any applicable Transaction Document expires and Services continue to be provided by Secureworks and received and used by Customer, the terms and conditions of this CRA and any applicable Addendum (as defined in Section 1.1) shall apply until the Services have been terminated.

4. TERMINATION.

- 4.1. Termination for Material Breach.** Either Party may terminate this CRA in the event that the other Party materially defaults in performing any obligation under this CRA and such default continues un-remedied for a period of thirty (30) days following written notice of default.
- 4.2. Effects of Termination.** Termination or expiration of a Transaction Document shall not be construed to constitute termination of this CRA or any other active Transaction Document.

5. PROPRIETARY RIGHTS.

- 5.1. Customer’s Proprietary Rights.** Customer represents and warrants that it has the necessary rights, power and authority to transmit Customer Data (as defined below) to Secureworks under this CRA and that Customer has and shall continue to fulfill all obligations as required to permit Secureworks to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Customer Data. As between Customer and Secureworks, Customer will own all right, title and interest in and to (i) any data provided by Customer and/or its Affiliate(s) to Secureworks and/or any such data accessed or used by Secureworks or transmitted by Customer and/or its Affiliate(s) to Secureworks or Secureworks Equipment in connection with Secureworks’ provision of the Services, including, but not limited to, any such data included in any written or printed summaries, analyses or reports generated in connection with the Services (collectively, the “**Customer Data**”), (ii) all intellectual property, including patents, copyrights, trademarks, trade secrets and other proprietary information (“**IP**”) of Customer that may be made available to Secureworks in the course of providing Services under this CRA, and (iii) all confidential or proprietary information of Customer or Customer Affiliates, including, but not limited to, Customer Data, Customer Reports (as defined in Section 5.3), and other Customer files, documentation and related materials, in each case under this clause (iii) obtained by Secureworks in connection with this CRA. Customer acknowledges that Products and Services are not designed to process, store, or be used in connection with Excluded Data. Customer is solely responsible for reviewing data that will be provided to or accessed by Secureworks to ensure that it does not contain Excluded Data. “**Excluded Data**” means: (i) data that is classified, used on the U.S. Munitions list (including software and technical data); or both; (ii) articles, services, and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) released data; and (iv) personally identifiable information that is subject to heightened security requirements as a result of Customer’s internal policies or practices, industry-specific standards or by law.

Customer grants to Secureworks a limited, non-exclusive license to use the Customer Data to perform the Services. Customer grants to Secureworks a limited, non-exclusive, perpetual, worldwide, irrevocable license to use and otherwise process Security Event Data during and after the term hereof to develop, enhance and/or improve its security services and the products and services it offers and provides to customers. “**Security Event Data**” means information collected during Secureworks’ provision of Services related to security events. This CRA does not transfer or convey to Secureworks or any third Party any right, title or interest in or to the Customer Data or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this CRA and subject to the confidentiality obligations and requirements for as long as Secureworks has possession of such Security Event Data.

- 5.2. Secureworks’ Proprietary Rights.** As between Customer and Secureworks, Secureworks will own all right, title and interest in and to the Products and Services. This CRA does not transfer or convey to Customer or any third Party, any right, title or interest in or to the Products and Services or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this CRA. Secureworks agrees to transfer to Customer, all right, title and interest in and to any Customer Purchased Equipment,

excluding any right, title or interest in and to the Software and any other Secureworks IP loaded onto such Customer Purchased Equipment. In addition, Customer agrees that Secureworks is the owner of all right, title and interest in all IP in any work, including, but not limited to, all inventions, methods, processes, and computer programs including any source code or object code, (and any enhancements and modifications made thereto) contained within the Services and/or Products (collectively, the "**Works**"), developed by Secureworks in connection with the performance of the Services hereunder and of general applicability across Secureworks' customer base, and Customer hereby assigns to Secureworks all right, title and interest in and to any copyrights that Customer may have in and to such Work; provided, however, that such Work shall not include Customer's Confidential Information (as defined in Section 6), Customer Data, Customer Reports (as defined in Section 5.3) or other information belonging, referencing, identifying or pertaining to Customer or Customer Affiliates. During the term of the Services, Secureworks grants to Customer a limited, non-exclusive license to use such Works solely for Customer to receive and use the Services for Customer's or its Affiliate's internal security purposes only. The Customer acknowledges that any license to the Secureworks Products, Services or Works expires or terminates upon the expiration or termination of any individual Transaction Document and/or this CRA.

- 5.3. Customer Reports; No Reliance by Third Parties.** Customer shall own all right, title and interest in and to any written summaries, reports, analyses, and findings or other documentation prepared uniquely and exclusively for Customer in connection with the Services and as specified in a Transaction Document (the "**Customer Reports**"). Secureworks disclaims all liability for any damages whatsoever to any unaffiliated third party arising from or related to its reliance on any Customer Report or any contents thereof.

6. CONFIDENTIALITY.

- 6.1. Confidentiality.** In the performance of the Services, Customer and Secureworks may have access to or be exposed to information of the other Party not generally known to the public, including, but not limited to software, product plans, marketing and sales information, customer lists, "know-how," or trade secrets which may be designated as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "**Confidential Information**"). Confidential Information may not be shared with third parties unless such disclosure is to agents and subcontractors on a "need-to-know" basis in connection with a Party's performance of its obligations under this CRA, and only if such personnel have agreed to treat such Confidential Information under terms at least as restrictive as those herein. The receiving Party will be responsible for any breach of this Section 6 by its employees, representatives, and agents and any third party to whom it discloses Confidential Information. Each Party agrees to take precautions to maintain the confidentiality of Confidential Information by using at least the same degree of care as such Party employs with respect to its own Confidential Information of a like-kind nature, but in no case less than a commercially reasonable standard of care. The foregoing shall not include information, which, (A) was known by one Party prior to its receipt from the other or is or becomes public knowledge without the fault of the recipient, (B) is received by the recipient from a source other than a Party to this CRA, (C) is independently developed by a Party without causing a breach of the terms hereunder, or (D) a Party is required to disclose in response to an order by a court or governmental agency, provided that advance notice of the disclosure is provided to other Party.

- 6.2. Security Procedures.** Secureworks shall maintain reasonable and appropriate safeguards designed to (a) reasonably protect Customer Data in Secureworks' possession from unauthorized use, alteration, access or disclosure (a "**Security Breach**"); (b) detect and prevent against a Security Breach; and (c) ensure that Secureworks' employees and agents are trained to maintain the confidentiality and security of Customer Data in Secureworks' possession. Secureworks shall promptly notify Customer upon becoming aware of a confirmed Security Breach of Customer Data or Customer Confidential Information in Secureworks' possession or control.

- 6.3. Third-Party Intrusion.** Secureworks shall not be liable for any breach of this Section 6 ("Confidentiality") resulting from a hack or intrusion by a third party (except any third-party subcontractor of Secureworks) into Customer's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Secureworks and was caused directly by Secureworks' gross negligence or willful misconduct. For avoidance of doubt, Secureworks shall not be liable for any breach of this Section 6 resulting from a third-party hack or intrusion into any part of Customer's network, or any environment, software, hardware or operational technology, that Secureworks is not obligated to monitor pursuant to a Transaction Document.

- 6.4. Duration.** This Section 6 shall survive for three (3) years following any termination or expiration of this CRA; provided that with respect to any Confidential Information remaining in the receiving Party's possession following any termination or expiration of this CRA, the obligations under this Section 6 shall survive for as long as such Confidential Information remains in such Party's possession. The confidentiality obligations as to "trade secrets" under applicable law will continue until such information ceases to constitute a "trade secret".

7. WARRANTIES; LIMITATION OF LIABILITY.

- 7.1. Warranties.** SECUREWORKS WARRANTS THAT: (I) ITS PERSONNEL ARE ADEQUATELY TRAINED AND COMPETENT TO PERFORM THE SERVICES, AND (II) THE SERVICES SHALL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE APPLICABLE TRANSACTION DOCUMENT AND THIS CRA. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7.1, SECUREWORKS (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "**SECUREWORKS PARTY(IES)**") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE PRODUCTS, SERVICES OR CUSTOMER REPORTS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR NON-INFRINGEMENT. CUSTOMER UNDERSTANDS THAT SECUREWORKS' SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CUSTOMER'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK.

7.2. Limitation of Liability.

- 7.2.1.** NEITHER THE SECUREWORKS PARTIES NOR CUSTOMER WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CRA. THE SECUREWORKS PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES RELATING TO ANY PART OF CUSTOMER'S

NETWORK, OR ANY ENVIRONMENT, SOFTWARE, HARDWARE OR OPERATIONAL TECHNOLOGY, THAT SECUREWORKS IS NOT OBLIGATED TO MONITOR PURSUANT TO A TRANSACTION DOCUMENT.

- 7.2.2. NEITHER THE SECUREWORKS PARTIES NOR CUSTOMER SHALL HAVE ANY LIABILITY FOR THE FOLLOWING: (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA, (C) LOSS OF BUSINESS OPPORTUNITY, OR (D) BUSINESS INTERRUPTION OR DOWNTIME.
- 7.2.3. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.1, 8.2 AND 8.3, THE SECUREWORKS' PARTIES' AND CUSTOMER'S RESPECTIVE AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS CRA SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY RESELLER FOR THE SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- 7.2.4. The foregoing limitations, exclusions and disclaimers shall apply, regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, and tort or otherwise. Insofar as applicable law prohibits any limitation herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation permitted to the fullest extent possible under such law. The parties agree that the limitations on liabilities set forth herein will apply notwithstanding the failure of essential purpose of any limited remedy and even if a Party has been advised of the possibility of such liabilities.
- 7.2.5. If the Customer's domicile is in Australia, the liability of a Party for breach of the CRA, or in tort, or for any other common law or statutory cause of action arising out of the operation of the CRA, will be determined under the relevant law in Australia that is recognised, and would be applied, by the High Court of Australia.

8. INDEMNIFICATION. "Indemnified Parties" shall mean, in the case of Secureworks, Secureworks, its Affiliates and subcontractors, and each of their respective directors, officers, employees, contractors and agents and in the case of Customer, Customer, its Affiliates, and each of their respective directors, officers, employees, contractors and agents.

- 8.1. Secureworks Indemnity.** Secureworks shall defend, indemnify and hold harmless the Customer Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("**Damages**") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Products, Services or any Customer Reports prepared or produced by Secureworks and delivered pursuant to this CRA infringe or misappropriate any third party's IP rights enforceable in the country(ies) in which the Products, Services or any Customer Reports are performed or prepared for Customer by Secureworks ("**Indemnified Claims**"). If an Indemnified Claim under this Section 8.1 occurs, or if Secureworks determines that an Indemnified Claim is likely to occur, Secureworks shall, at its option: (A) obtain a right for Customer to continue using such Products, Services or Customer Reports; (B) modify such Products, Services or Customer Reports to make them non-infringing; or (C) replace such Products, Services or Customer Reports with a non-infringing equivalent. If (A), (B) or (C) above are not reasonably available, either Party may, at its option, terminate this CRA and/or the relevant Transaction Document and Secureworks will refund to Reseller any pre-paid fees on a pro-rata basis for the allegedly infringing Products, Services or Customer Reports that have not been performed or provided. Notwithstanding the foregoing, Secureworks shall have no obligation under this Section 8.1 for any claim resulting or arising from: (A) modifications made to the Products, Services or Customer Reports that were not performed or provided by or on behalf of Secureworks; or (B) the combination, operation or use by Customer or anyone acting on Customer's behalf, of the Products, Services or Customer Reports in connection with a third-party product or service (the combination of which causes the infringement).
- 8.2. Customer Indemnity.** Customer shall defend, indemnify and hold harmless the Secureworks Indemnified Parties from any Damages actually incurred or finally adjudicated as to (i) misappropriation of Secureworks' IP or violation of the use restrictions as to Secureworks' IP, (ii) any third party claim, action or allegation that the Customer Data infringes any IP rights enforceable in the country(ies) where the Customer Data is accessed, provided to or received by Secureworks or was improperly provided to Secureworks in violation of any person's rights, Customer's privacy policies or applicable laws (or regulations promulgated thereunder), and (iii) any claim, action or allegation by Customer Affiliates arising from or relating to the Services.
- 8.3. Mutual General Indemnity.** Each Party agrees to defend, indemnify and hold harmless the other Party from any third-Party claim or action (i) for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying Party's gross negligence or willful misconduct, (as to which the exclusions and limitations of liability set out in Section 7 shall not apply) and (ii) relating to the indemnifying Party's violation or alleged violation of export laws.
- 8.4. Indemnification Procedures.** The Indemnified Party will (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. In no event may either Party enter into any third-Party agreement which would in any manner whatsoever affect the rights of the other Party or bind the other Party in any manner to such third party, without the prior written consent of the other Party.

This Section 8 states each Party's exclusive remedies for any third-party claim or action, and nothing in this CRA or elsewhere will obligate either Party to provide any greater indemnity to the other. The provisions of Section 8 state the sole and exclusive obligations of either Party for intellectual property rights infringement or misappropriation.

9. DATA PRIVACY.

- 9.1.** Customer authorises Secureworks to collect, use, store, transfer and otherwise process the personal data Secureworks obtains from Customer as a result of providing the Services for the purpose of complying with Secureworks' rights and obligations under this CRA and for any additional purposes described pursuant to this CRA.

9.2. Each Party expressly agrees that the DPA shall apply and govern all activities concerning the processing of personal data for the purposes of this CRA.

10. **EXPORT.** Secureworks and Customer acknowledges that Products, Customer Purchased Equipment and/or Services provided under this CRA may incorporate encryption, functionality, and are subject to the customs and export control and economic sanctions laws and regulations of the United States and other countries to which the Products and Customer Purchased Equipment are delivered. Each Party agrees to comply with all applicable customs and export control and economic sanctions laws and regulations of the United States and other countries to which the Products and Customer Purchased Equipment are delivered to such Party in the course of performance of its obligations. This Section 10 shall apply notwithstanding any other terms of this CRA or any Transaction Document issued hereunder, and shall survive any expiration or termination of this CRA.

10.1. **Secureworks Responsibilities.** Secureworks is responsible for ensuring that the initial delivery of Products and any Customer Purchased Equipment to Customer is in compliance with U.S. export and economic sanctions regulations, including by applying for and obtaining any required U.S. export licenses. Secureworks' acceptance of any order for Products and any Customer Purchased Equipment is contingent upon the issuance of any license required by the U.S. Government. Secureworks will not be liable for delays or failure to deliver Products or any Customer Purchased Equipment resulting from the inability to obtain such license except in the case failure to act in accordance with its obligations under Section 10.3 below.

10.2. **Customer Responsibilities.** Customer agrees to comply with, and to cause and require its Affiliates to comply with, all applicable U.S. export and economic sanctions regulations governing the retransfer and use of the Products and any Customer Purchased Equipment purchased from Secureworks, and neither Customer nor its Affiliates will transfer or re-export the Products without written permission from Secureworks. Customer 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 and any Customer Purchased Equipment in the countries to which Products or any Customer Purchased Equipment will be delivered, including, but not limited to, by making any required customs entry or declaration, paying all duties, taxes and fees owed as a result of the importation, receipt or use of Products and any Customer Purchased Equipment by Customer, and obtaining all necessary licenses, permits or other authorizations, including those required under regulations governing the importation and use of encryption products.

10.3. **Cooperation.** Customer agrees to cooperate, and to cause and require its Affiliates to cooperate, in providing the information necessary for Secureworks to apply for any required U.S. export licenses. Secureworks agrees to cooperate with Customer and Customer Affiliates by providing the information necessary for Customer or Customer Affiliates to apply for any required licenses, permits or other authorizations in connection with the importation and use of the Products and Customer Purchased Equipment. Notwithstanding any terms in any Transaction Document, under no circumstances shall Secureworks be required to provide any source code, or proprietary information in connection with the pursuit of any license, permit or other authorization to Customer, Customer Affiliates, or any government authority.

10.4. **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, to the extent applicable, any similar list of sanctioned persons issued by the United Nations Security Council, the European Union, Her Majesty's Treasury 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 CRA, Iran, Cuba, Syria, Crimea Region of the Ukraine, and North Korea, (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 "Denied Persons List" or "Entity List. 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 CRA without affording the notifying Party an opportunity to cure.

11. IMPORTANT ADDITIONAL TERMS.

11.1. **Third Party Product Purchases.** If Customer purchases any third-party products or services ("**Third Party Products**") through Secureworks as specified in a Transaction Document, then Customer will comply with any flow down terms and conditions applicable to Third Party Products including, but not limited to, any third-party end-user license agreement incorporated into an applicable service level agreement, service description, or referenced in or attached to the Transaction Document (or similar document) relating to such Third Party Products.

11.2. **Independent Contractor Relationship; No Publicity; Assignment; Subcontracting.** The parties are independent contractors. Neither Party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another Party except as specified in this CRA. Neither Party will use the other Party's name (except internal use only), trademark, logos, or trade name without the prior written consent of the other Party. Secureworks has the right to assign, subcontract or delegate in whole or in part this CRA, or any rights, duties, obligations or liabilities under this CRA, by operation of law or otherwise, provided that Secureworks shall remain responsible for the performance of Services under this CRA. Otherwise, neither Party may assign this CRA without the permission of the other Party, which such permission shall not be unreasonably withheld or delayed; except that either Party may assign this CRA without the consent of the other Party to a successor in connection with a merger, sale of all or substantially all of such Party's assets, or other change of control.

11.3. **Amendments; Severability; Section Headings.** No amendment to or modification of this CRA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this CRA is void or unenforceable, the remainder of this CRA will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of this CRA.

- 11.4. Force Majeure.** Except for Customer's payment obligations, neither Party shall be liable to the other Party for any failure to perform any of its obligations under the Agreement or Transaction Document during any period in which such performance is delayed or prevented by circumstances beyond its reasonable control including, but not limited to: acts of God; fire; explosions; vandalism; cable cuts; storms, hurricanes, flood or other similar occurrences; earthquake; 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; riot; terrorism; wars; strikes, lock-outs, embargoes, or work stoppages; or other labor difficulties, supplier failures, shortages, breaches or delays; utility or telecommunication failures; (a "**Force Majeure Event**"), and the excused Party's time to perform shall be extended on a day-for-day basis by the length of the delay resulting from the Force Majeure Event. However, the delayed Party must promptly provide the other Party with written notice of the Force Majeure Event. If the Force Majeure Event lasts longer than sixty (60) days, then the other Party may immediately terminate the applicable Transaction Document by giving written notice to the delayed Party.
- 11.5. Notices.** Notices under this CRA must be in writing and delivered by certified mail, return receipt requested, and such notice will be effective on the date of receipt or refusal thereof by the receiving Party. Notices to Secureworks must be sent to: SecureWorks, Inc., 1 Concourse Pkwy, NE #500, Atlanta, GA 30328, Attn: Legal Department with a CC to legal@secureworks.com; Notices to Customer shall be sent to the address set forth in the Transaction Document. Any Party may change its address and point of contact by notifying the other Party in accordance with this Article.
- 11.6. Governing Law.** THE PARTIES AGREE THAT THIS CRA, ANY TRANSACTION DOCUMENT HEREUNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND SECUREWORKS ARISING FROM OR RELATING TO THIS CRA, THE SERVICES, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS WHICH RESULT FROM THIS CRA OR ANY RELATED PURCHASE SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION SET FORTH ON EXHIBIT A, WITHOUT REGARD TO ITS CHOICE OF LAW AND/OR CONFLICT OF LAWS PRINCIPLES. THE PARTIES IRREVOCABLY SUBMIT AND CONSENT TO THE EXCLUSIVE JURISDICTION OF THE CORRESPONDING COURTS SET FORTH ON EXHIBIT A, AND HEREBY AGREE THAT SUCH COURTS SHALL BE THE EXCLUSIVE PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. THE PARTIES EXPRESSLY AGREE THIS AGREEMENT SHALL NOT BE GOVERNED BY THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
- 11.7. Compliance with Laws.** Each Party agrees to comply with all laws and regulations applicable to such Party in the course of performance of its obligations under this CRA.
- 11.8. No Third-Party Beneficiaries.** The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary rights with respect to either of the Parties.
- 11.9. Legal Proceedings.** If Secureworks is requested by Customer, or required by government regulation, regulatory agency, subpoena, or other legal process to produce Customer Reports, Documentation, or Secureworks personnel for testimony or interview with respect to the Services, 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 at the hourly rate reflected in the applicable Transaction Document, (b) its reasonable and actual attorneys' fees as to such response, and (c) its reasonable and actual travel expenses incurred as to such response. Customer will reimburse Secureworks' and its counsel's expenses and professional time incurred in responding to such a request. Nothing in this Section 11.9 shall apply to any legal actions or proceedings between Customer and Secureworks as to the Services.
- 11.10.Backup Obligation.** It is Customer's responsibility to maintain backups and data redundancies.
- 11.11.Survival.** The provisions of this CRA that by their nature survive expiration or termination of this CRA as applicable, will survive expiration or termination of this CRA including, but not limited to; Section 5, "**Proprietary Rights**"; Section 6,"**Confidentiality**"; Section 7, "**Warranties; Limitation of Liability**"; Section 8, "**Indemnification**" and this Section 11, "**Important Additional Terms**".

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXHIBIT FOLLOWS]

Exhibit A

Customer Country of Domicile	"Secureworks"	Governing Law and Jurisdiction
Australia	SecureWorks Australia Pty. Ltd., with registered office at Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086, Australia	The laws of the State of New South Wales, Australia; New South Wales, Australia Court
United States of America Any other country except Australia, Japan and EMEA countries	SecureWorks, Inc., with registered office at 1 Concourse Pkwy, NE #500, Atlanta, GA 30328	The laws of the state of Georgia; state and federal courts located in DeKalb County, Georgia, USA.
Europe, the Middle East and Africa ("EMEA")	SecureWorks Europe Limited, with registered office at Dell House, Cain Road, Bracknell, Berkshire RG12 1LF, UK	The laws of England and Wales; English courts
