

MSS SERVICES ADDENDUM

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

1.0 Secureworks Responsibilities; Equipment; Term and Termination Fees; Renewal Term and Cancellation.

1.1 Secureworks Responsibilities. Secureworks agrees to provide MSS Services purchased by Customer. Specific terms and conditions applicable to the delivery of the MSS Services shall be set forth in the Transaction Document executed by Customer and Secureworks and the performance of the MSS Services shall be in accordance with the Service Descriptions available upon request or attached to such Transaction Document, subject to the terms and conditions herein.

1.2 Term and Termination Fees. The Services term for the MSS Services shall be set forth in the applicable Transaction Document (the “**Initial MSS Services Term**”). The MSS Services purchased pursuant to each Transaction Document will commence (“**MSS Services Commencement Date**”) on the earliest of the following to occur: (a) the date on which Secureworks has established communication with the Equipment or Customer Purchased Equipment; (b) the date on which Customer has received login details and is able to access the applicable MSS Portal; and (c) Secureworks has verified the availability of data provided by Customer or its Affiliate(s) to Secureworks or Customer or its Affiliate(s)’ data accessed or used by Secureworks or transmitted by Customer or its Affiliate(s) to Secureworks or Secureworks’ equipment in connection with Secureworks’ provision of the MSS Services. If this Addendum, CRA or Transaction Document is terminated for any reason other than Secureworks’ breach, Customer agrees to pay to Secureworks (i) all unpaid service fees as set forth on the Transaction Document accrued or performed as of such termination date and (ii) a termination fee equal to the MSS Service fees that will become due during the remaining term of the applicable Transaction Document. Customer acknowledges that the termination fee is paid in recognition of the upfront costs and investments made by Secureworks in connection with the provision of the MSS Services and not as a penalty.

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

1.4 Renewal Term and Cancellation. Upon expiration of the Initial MSS Services Term, the term for the MSS Services shall automatically renew of a period of twelve months (each, a “**Renewal Term**” and together with the Initial MSS Services Term, the “**MSS Services Term**”) unless either Party provides at least 60 days prior written notice to the other Party of its election not to renew. Secureworks has the unilateral right to cancel any Transaction Document, or portion thereof, as to MSS Services that are not implemented within six (6) months after execution of the Transaction Document.

2.0 Customer Responsibilities.

2.1 Customer Warranties 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 MSS Services and satisfy its obligations under the CRA and Transaction Document; and (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.

2.2 Customer Cooperation. Customer acknowledges that Secureworks’ performance and delivery of the MSS Services are contingent upon Customer providing access to its personnel, facilities, equipment, hardware, network and information as deemed reasonably necessary for Secureworks to perform or implement the MSS Services,

2.3 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 SOLUTIONS AND TO PROVIDE OR PERMIT SECUREWORKS TO ACCESS OR PROCESS THE CUSTOMER DATA.

3.0 Software License; Restrictions.

3.1 Access and Software License. During the MSS Services Term and subject to Customer’s compliance with the terms and conditions as set forth in the CRA, a Transaction Document, and this Addendum, Secureworks will provide to Customer (i) access and use of the Software, in object code format only, necessary to receive the MSS Services (the “**MSS Software**”) (ii) and the applicable written directions and/or policies relating to the MSS Services, which may be in paper and/or electronic format (the “**MSS Documentation**”), (iii) access to and use of the Portal as required by the Customer to receive the MSS Services and (iv) a combination thereof, as necessary for Customer to receive the MSS Services. Secureworks grants Customer and Customer Affiliate a limited, nontransferable and nonexclusive license to access and use, during the term of the applicable Transaction Document, the MSS Services, MSS Software, and the MSS Documentation, subject to the following restrictions: (i) Customer will use the MSS Software, MSS Services and the MSS Documentation for Customer’s internal security purposes only, and (ii) Customer will not, for itself or any third-party, (a) sell, rent, license, assign, distribute, or transfer any of the MSS Software, MSS Services, Equipment or any MSS Documentation (collectively, the “**MSS Products**”); (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of underlying ideas, algorithms, file formats, programming, or interoperability interfaces of any of the MSS

Products; (c) copy any MSS Products, except that Customer may make a reasonable number of copies of the MSS Documentation for backup purposes (provided Customer reproduces on such copies all proprietary notices of Secureworks or its suppliers); or (d) remove from any MSS Product any language or designation indicating the confidential nature thereof or the proprietary rights of Secureworks or its suppliers.

3.2 Internal Use of MSS Services. Customer will use MSS Products only for its internal security purposes, or for the internal security purposes of Customer's Affiliates authorized to use the MSS Products in the applicable Transaction Document. Customer will not, and will not permit third parties to, (a) use any MSS Products to operate in or as a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider environment; (b) alter or duplicate any aspect of any MSS Product, except as expressly permitted under this Schedule; or (c) assign, transfer, distribute, or otherwise provide access to any of the MSS Products to any third party or otherwise use any MSS Product for the benefit of any third party.

3.3 Third Party Access. Customer shall not permit any third party to access or use any MSS Products provided however, Customer may allow access to the MSS Products by third parties under contract with Customer who are subject to confidentiality obligations no less stringent than those set forth in the CRA, for the sole purpose of enabling Customer to receive the MSS Services. Customer shall be fully liable for any breach of the terms under this Section 3.0 by its third parties receiving access to the MSS Products and MSS Services hereunder and Customer agrees to indemnify Secureworks from and against all claims, damages, losses, costs and expenses (including attorneys' fees) arising from any breach of this Addendum and MSA by such third party. Customer may provide access to the Products by third parties under contract with Customer who are subject to confidentiality obligations no less stringent than those set forth in the MSA for the sole purpose of enabling Customer to receive the MSS Services.

3.4 Suspension. Secureworks may suspend, terminate, or otherwise deny Customer, any third party acting on Customer's behalf, access to or use of all or any part of the MSS Services, without any obligation or liability, 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 Customer or any third party has failed to comply with any term of the CRA , this Addendum or a Transaction Document.

4.0 Audit Rights.

At any time during the Term and for a period of two (2) years thereafter, Secureworks or its designated representative (including its accountants and auditors) may, upon at least thirty (30) days' prior written notice, inspect and audit Customer's use of the Equipment or MSS Services under the CRA or Transaction Document. All audits will be conducted during regular business hours and no more frequently than once in any twelve (12) month period, and in a manner that does not unreasonably interfere with Customer's business operations. Customer shall make available all such books, records or information and personnel as reasonably required or as may be requested by or on behalf of Secureworks with respect to such audit. Secureworks shall only examine information directly related to Customer's use of the Equipment and MSS Services. If the audit determines that Customer's use of the Equipment or MSS Services exceeded the usage permitted by the CRA or Transaction Document, Customer shall pay to Secureworks all amounts due for such excess use, plus interest on such amounts and Secureworks' all costs incurred by Secureworks in conducting the audit. Customer shall make all payments required under this Section 4.0 (Audit Rights) within thirty (30) days of the date of written notification of the audit results.

5.0 Miscellaneous.

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

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