

## Incident Response Tabletop Exercise

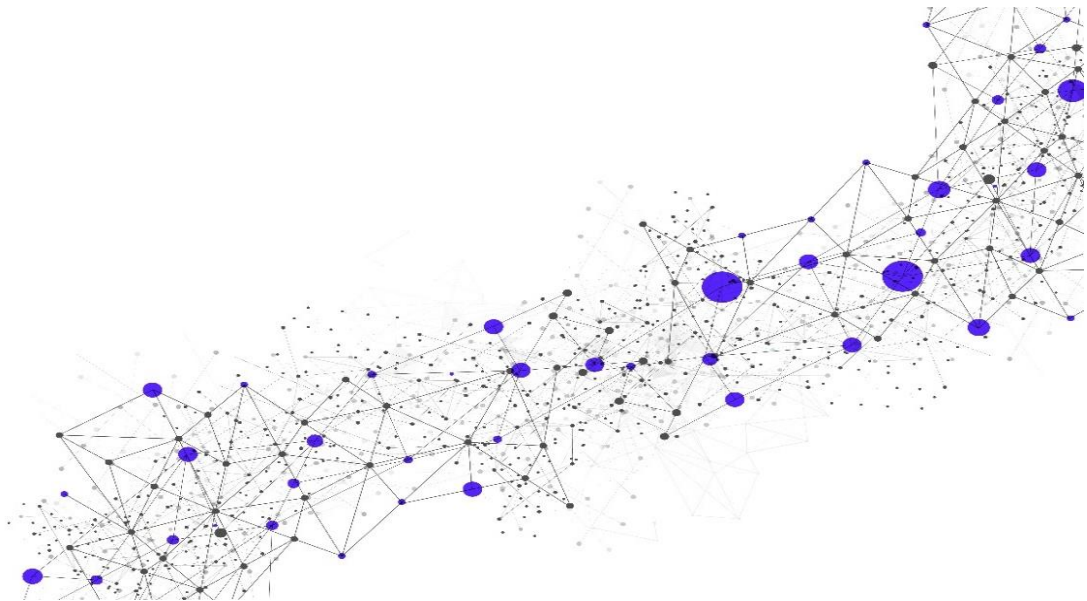
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## 1 Service Introduction

This Service Description (“SD”) describes the Incident Response Tabletop Exercise Service (“Service”). All capitalized words and phrases shall have the meanings set forth herein, or within the Secureworks-applicable agreement, such as the Customer Relationship Agreement for direct or indirect purchases (individually referenced herein as “CRA”), that is incorporated herein by reference. For avoidance of doubt, the CRA available at [www.secureworks.com/eula](http://www.secureworks.com/eula) (or at [www.secureworks.jp/eula-jp](http://www.secureworks.jp/eula-jp) for Customers located in Japan) applies to Customer’s purchases through an authorized Secureworks’ reseller.

### 1.1 Overview

Secureworks will provide Customer with an Incident Response Tabletop Exercise, which assembles primary stakeholders and uses a scripted incident scenario to practice incident response. The exercise facilitator releases information in a controlled manner that will guide the exercise, while each stakeholder describes their response as if it were a real incident. Incident Response Tabletop Exercise is an efficient way to familiarize Customer personnel with Incident Response practices and the exercise proactively tests existing response capabilities, including the validation of roles, responsibilities, coordination, and decision making. The Service is designed to improve Customer cybersecurity Incident Response capabilities and meet annual requirements often established via governance requirements.

### 1.2 Customer Obligations

Customer will perform the obligations listed below, and acknowledges and agrees that the ability of Secureworks to perform the Service is contingent upon the following:

- Customer personnel are scheduled and available to assist as required for the Service(s).
- Customer will have obtained 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.
- For on-site activities, Customer will provide a suitable workspace for Secureworks personnel, and necessary access to systems, network, and devices.
- Replies to all requests are prompt and in accordance with the delivery dates established between the parties.
- Customer’s scheduled interruptions and maintenance intervals allow adequate time for Secureworks to perform the Service.
- Customer will promptly inform Customer personnel and third parties of Secureworks testing activities as needed, to prevent disruption to Secureworks business and performance of the Service (e.g., takedown requests, ISP deny list).
- Customer will provide to Secureworks all required information (key personnel contact information, credentials, and related information) at least two (2) weeks before initiating the Service.

### 1.3 Scheduling

Secureworks will contact a Customer-designated representative 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.

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 downtime windows, Customer deliverable deadlines, and other Customer scheduling requests. Written confirmation of an agreed-upon schedule shall constitute formal acceptance of such schedule.

Once scheduling of any on-site work at Customer facility has been mutually agreed to, any changes by Customer to the on-site work within two (2) weeks of the on-site work to be performed will incur a \$2,000 re-scheduling fee. This re-scheduling fee does not apply to work that does not require travel by Secureworks.

## 1.4 Timeline

- On-site work will be performed Monday – Friday, 8 a.m. – 6 p.m. Customer's local time or similar daytime working hours.
- 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.

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## 2 Service Details

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

### 2.1 Service Initiation

In preparation for an Incident Response Tabletop Exercise, Secureworks will distribute a brief questionnaire to gather information and understand Customer goals and expectations prior to initiating the Service.

Information and insights collected through the questionnaire will be used to develop content for the Incident Response Tabletop Exercise, which will be held either remotely or on-site. Secureworks may also request a brief scoping teleconference with relevant parties to discuss the scope of the Incident Response Tabletop Exercise.

When the Service is assigned to a consultant, Secureworks will collaborate with Customer to develop and customize the Incident Response Tabletop Exercise. Before the Service is performed, Customer will be provided with the proposed content to be used for the Incident Response Tabletop Exercise and Secureworks can adjust the content as needed.

### 2.2 Service Scope

The Service is available in the following scopes:

- Standard Incident Response Tabletop exercise includes one (1) two-hour session and a conference room debriefing for up to fifteen (15) contributing participants (non-contributing observers are allowed at Customer's discretion)
- Extended Incident Response Tabletop exercise includes two (2) four-hour sessions and a conference room debriefing for up to twenty (20) contributing participants with additional audience type (e.g., Executive and Technical)

Secureworks will execute one of the available scopes above per requirements as outlined in a Transaction Document.

### 2.3 Service Methodology

Throughout the Service delivery process, Secureworks will deploy a Review and Research and Facilitate and Evaluate methodology:

#### Review and Research:

- Secureworks will start by conducting a comprehensive document review to understand the Customer's exercise goals and objectives.
- Critical systems, data, and personas will be identified to ensure the scenario aligns with the Customer's cybersecurity concerns.
- Secureworks will collect information about the Customer's environment or conduct reconnaissance to gain insight into potential vulnerabilities and threat vectors to create a relevant and effective exercise.

The development of threat-informed scenarios will incorporate the most recent cybersecurity threats and industry best practices. Secureworks will collaborate with the Customer to determine the scenario type that best meets their requirements, which may include ransomware, business email compromise, insider threats, DDoS attacks, data breaches, and more.

#### **Facilitate and Evaluate:**

Whether the exercise is conducted remotely or on-site, an experienced Secureworks facilitator will guide the participants through the scenario. Throughout the exercise, specific events and challenges will be introduced at designed intervals to test the participants' responses and decision-making under duress. Secureworks will facilitate post-exercise discussions to evaluate actions taken, decisions made, and lessons learned. The Customer's capabilities to respond to incidents will be evaluated and recommendations for improvement provided.

## **2.4 Service Delivery**

The subsections below contain information about how Service and support are delivered to Customer.

### **2.4.1 Delivery Coordination**

Secureworks will provide coordination for the Service(s) with appropriate communication and updates to the stakeholder community. The coordinator will oversee logistics for people, processes, and tools as well as timeline and meeting facilitation.

The scope of delivery coordination includes the following:

- Develop delivery timeline with Customer and with Secureworks personnel
- Work with Customer to identify and address issues or concerns that impact service delivery
- Periodic, high-level updates on progress
- Confirm delivery and procure project sign-off

Services will be delivered from Customer's site(s) and/or remotely from a secure location. Secureworks and Customer will determine the location of the service(s) to be performed herein.

Secureworks solely reserves the right to refuse to travel to locations deemed unsafe by Secureworks or locations that would require a forced intellectual property transfer by Secureworks. Secureworks solely reserves the right to require a physical security escort at additional Customer expense to locations that are deemed unsafe by Secureworks. Customer will be notified at the time that services are requested if Secureworks refuses to travel or if additional physical security is required, and Customer must approve the additional expense before Secureworks travel is arranged. In the event any quarantines, restrictions, or measures imposed by governmental authority or Secureworks restrict travel to any location, Secureworks may at its election (i) deliver the Services remotely or (ii) postpone the Services until travel is permitted. If neither option (i) nor (ii) in the preceding sentence is feasible, Secureworks may terminate the affected Services and provide Customer with a refund of any unused, prepaid fees.

## 2.5 Deliverables

Listed in the tables below are the standard deliverables for the Service. Secureworks will work with Customer to determine appropriate specific deliverables, delivery method, and cadence.

Incident Response Tabletop Exercise	Incident Response Tabletop Exercise Report	Mutually agreed upon	Mutually agreed upon
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### 2.5.1 Incident Response Tabletop Exercise Report

Following the facilitated scenario and debrief, Secureworks will supply a detailed Incident Response Tabletop Exercise Report. This report will present risk-prioritized findings, and offer actionable recommendations to improve Incident Response practices. These findings and recommendations will help Customer build cyber resilience and mitigate future cyber threats.

Standard Incident Response Tabletop Exercise Reports may include the following:

- List of participants and exercise goals
- Description of the exercise scenarios
- Findings and observations
- Areas for development and recommendations

## 2.6 Out of Scope

The information in Section [2](#) comprises the Secureworks standard in-scope offering for the Service. Any other services or activities not specifically listed as in scope are out of scope. Upon request, Secureworks can provide out-of-scope technical support on a time and materials basis pursuant to a separate Transaction Document. 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

See Secureworks applicable CRA and Transaction Document for details, including the following:

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

### 3.1 Invoice Commencement

See the Service-specific Addendum incorporated herein by reference at <https://www.secureworks.com/legal/product-terms>, as updated from time to time (the "Product Terms Page") or Transaction Document for information about invoice commencement. Provisions related to the term of the Service and payment terms within the Product Terms Page shall not apply to Customer's

consumption of Services in case of purchases through a Secureworks' reseller but instead shall be subject to Customer's agreement with its reseller.

### 3.2 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.

These expenses include but are not limited to the following:

- Travel costs related to transportation, meals, and lodging to perform the Services, including travel to Customer location(s). Additionally, time spent traveling to/from Customer location(s) will be billed to Customer, up to eight (8) hours per day for each participating Secureworks employee.
- Digital media storage, specific equipment necessary for delivering the Service, or licensing necessary for tailored digital forensic analysis work.

Monthly fees for other purchased infrastructure to support service delivery (e.g., public cloud computing services) may apply, if Customer and Secureworks agree that usage is necessary to complete Service delivery.

### 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.

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## 4 Additional Terms

### 4.1 On-site Services

Notwithstanding Secureworks' employees' placement at Customer's location(s), Secureworks retains the right to control the work of such employees. For international travel, on-site Services may require additional documentation, such as visas, visitor invitations, and related documentation, which may affect timing of the Services and reimbursable expenses.

### 4.2 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.

### 4.3 Record Retention

Secureworks will retain a copy of the Customer Reports 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 issuance of the final Customer Report. 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.

#### 4.4 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 summaries or reports 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.

#### 4.5 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, hard drives or other media obtained by Secureworks in the performance of the Services hereunder (the "**Engagement Media**"), unless prior to such commencement, Customer has specified in writing to Secureworks any special requirements for Secureworks to return such Engagement Media (at Customer's sole expense). Upon Customer's request, Secureworks will provide options for the transfer to Customer of Engagement Media and the related costs thereto. If so requested, Secureworks will provide a confirmation letter to Customer addressing completion and scope of these post-engagement activities, in Secureworks' standard form. 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.

#### 4.6 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 Service.

#### 4.7 Endpoint Assessment

Unless otherwise agreed upon in writing, if a software agent has been deployed as part of the Service, within thirty (30) days following the date of the Completed Final Report (the "Thirty Day Period"), Customer shall uninstall any and all copies of the software agent used for the Service. During the Thirty Day Period, (i) Customer shall not use the software agent, and (ii) the license and use restrictions that apply to the software agent remain in effect notwithstanding the expiration of termination of the Service. Customer will install Secureworks' proprietary software agent if Endpoint Assessment Services are in scope. Customer (i) will use the Endpoint Assessment software agent for its internal security purposes, and (ii) will not, for itself, any Affiliate of Customer or any third party: (a) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the software agent;

and (b) will not remove any language or designation indicating the confidential nature thereof or the proprietary rights of Secureworks from the software agent. Customer will uninstall the software agent as described in this Service.