

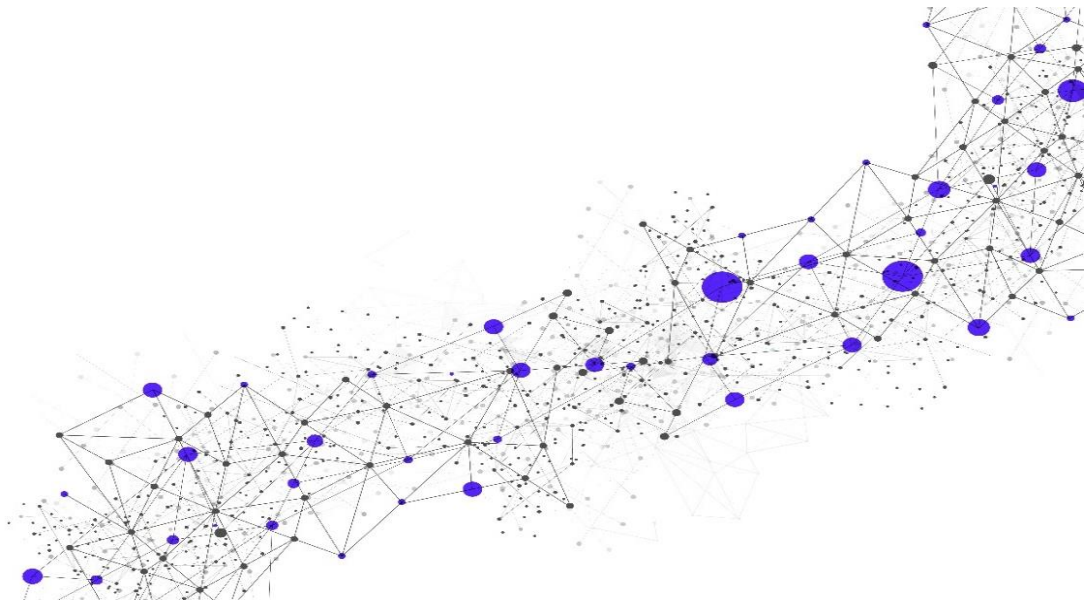
Threat Landscape Brief

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1 Service Introduction

This Service Description (“SD”) describes the Threat Landscape Brief 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 (or at www.secureworks.jp/eula-jp for Customers located in Japan) applies to Customer’s purchases through an authorized Secureworks’ reseller.

1.1 Overview

Leveraging Secureworks proprietary threat intelligence resources and research, the CTU team will deliver a briefing session to the Customer, presenting the research and analysis of current threats and adversary tactics, techniques, and procedures that reflects our current assessment of the overall threat landscape.

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 will assign a point of contact (“POC”) to coordinate the activities of Customer’s personnel and resources, and to work with Secureworks to coordinate necessary activities for the Service.
- Customer will ensure that Customer’s personnel are scheduled and available to participate and assist as required for the Service(s).
- Customer will ensure that Customer’s personnel have agreed to (i) maintain confidentiality of any Secureworks Confidential Information and Secureworks Materials used as part of the Service, and (ii) not to share such Confidential Information and Secureworks Materials, including any recordings provided to Customer and its personnel in connection with the Service, outside the Customer’s organization (including not to publish such recordings in public space or social media).
- Customer will have obtained (before commencement of the Service) consent and authorization from the applicable third party, in form and substance satisfactory to Secureworks, to permit Secureworks to provide the Service if Customer does not own network resources such as IP addresses, hosts, facilities or web applications.
- 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.

1.3 Scheduling

Secureworks will contact the Customer’s POC 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, 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.

1.4 Timeline

- The Service is scheduled for delivery remotely within a period for up to 4 weeks after the execution of a Transaction Document.
- 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.

2 Service Details

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

2.1 Service Scope

Each Threat Landscape Brief will consist of a one (1) presentation by the Secureworks CTU team for up to one (1) hour, including a Q&A session. There are no restrictions on the number of Customer's attendees; however, Secureworks requests Customer's POC to moderate questions from attendees to ensure delivery and minimize potential distractions.

2.2 Service Methodology

The Service is delivered in two (2) phases, both performed remotely:

1. Pre-brief scoping teleconference of up to 30 minutes;
2. Threat Landscape Brief videoconference

During a pre-brief scoping teleconference, Customer can provide topics of interest that CTU researchers may incorporate into the Threat Landscape Brief. Example topics include the following:

- Emerging security trends
- Current threats and adversary TTPs
- In-depth analysis of specific threat actors, vectors, and exploits, when possible
- Threats exploiting unique technologies, when possible

The inputs received during scoping will be used to enrich the Threat Landscape Brief whenever possible. Depending on threat intelligence and analysis available to the CTU, additional content may be added to the brief. While the CTU will attempt to honor customer requests, it may not be able to fulfill all customer requests.

The presentation of the Threat Landscape Brief will be delivered via the customer's preferred videoconference software (i.e., Teams, Zoom, etc.). The presentation will be delivered by a CTU Security Researcher, who will also be available for a Q&A session.

2.3 Service Delivery

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

2.3.1 Delivery Coordination

All Secureworks-specific activities will be completed remotely by Secureworks personnel. 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

2.3.2 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.

Service	Deliverable(s)	Delivery Schedule	Delivery Method
Threat Landscape Brief	Threat Landscape Brief Presentation	Mutually agreed upon	Zoom or Microsoft Teams

The Service is complete when the Threat Landscape Brief presentation has been delivered. The Threat Landscape Brief presentation is given in summary form and Secureworks does not warrant or represent that the information is accurate or current after the date of delivery of the Service.

Recording of the Threat Landscape Brief presentation is optional and shall be subject to Secureworks Privacy Policy. If required by Customer, Secureworks can provide a copy of the recording together with copies of briefing materials via an agreed electronic transfer method.

2.4 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:

- 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 a Transaction Document provided that, if there is currently an in-progress delivery of the Service at the time of expiration, then the term shall automatically extend and expire upon completion of such in-progress delivery of the Service. During such extended term (if applicable), the terms and conditions of the CRA shall be in full force and effect.

4 Additional Terms

4.1 Record Retention

Secureworks will retain a copy of recording of the Threat Landscape Brief presentation in accordance with Secureworks' record retention policy.

4.2 Secureworks Proprietary Rights

As between Customer and Secureworks, Secureworks will own all right, title and interest in and to the Service and Secureworks Materials used for the delivery of the Service, including any recordings of the deliverables hereunder. Secureworks does not transfer or convey to Customer or any third party, any right, title or interest in or to the Service or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with the applicable CRA. Any copies of the Threat Landscape Brief presentation's recordings and related materials provided to Customer upon request represent Secureworks Materials and are subject to copyright.

4.3 No Reproduction of Secureworks Materials

No part of Secureworks Materials may be reproduced or distributed to the public or press or reproduced or transmitted by the Customer or any of its personnel in any form or by any means,

electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system without the express written permission of Secureworks. Each of Customer's personnel who has received a copy of the Threat Landscape Brief presentation and related materials or viewed a recording of such presentation is deemed to have agreed not to reproduce or distribute such Secureworks Materials, in whole or in part, without the prior written consent of Secureworks.

4.4 No Reliance by Third Parties

The Threat Landscape Brief presentation and all information and any documents in any oral, hardcopy or electronic form has been prepared specifically for Customer in connection with the Service and is subject to Secureworks' ownership in any Secureworks Materials. Secureworks disclaims all liability for any damages whatsoever to any unaffiliated third party arising from or related to its reliance on such presentation or any contents thereof.

4.5 Compliance Services

Customer understands that, although Secureworks' Services may discuss or relate to legal issues, Secureworks does not provide legal advice or services, none of such Services shall be deemed, construed as or constitute legal advice and that Customer is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, any written presentations or summaries provided by Secureworks in connection with any Services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence or any guarantee or assurance as to Customer legal or regulatory compliance.

4.6 Post-Engagement Activities

Subject to any applicable legal or regulatory requirements, thirty (30) days after completing delivery of the Service, Secureworks will commence with the appropriate media sanitization and/or destruction procedures of the Customer acquired images, or other media obtained by Secureworks in the performance of the Service hereunder (the "**Engagement Media**") Unless agreed to otherwise by the parties, and subject to any applicable legal or regulatory requirements, Secureworks shall, in its sole discretion, dispose of the Engagement Media on or after the engagement conclusion and only maintain a copy of the completed engagement-specific deliverables.

4.7 Legal Proceedings

If Customer knows or has reason to believe that Secureworks or its employees performing Services under this Service have or will become subject to any order or process of a court, administrative agency or governmental proceeding (e.g., subpoena to provide testimony or documents, search warrant, or discovery request), which will require Secureworks or such employees to respond to such order or process and/or to testify at such proceeding, Customer will (i) promptly notify Secureworks, unless otherwise prohibited by such order or process, (ii) use commercially reasonable efforts to reduce the burdens associated with the response, and (iii) reimburse Secureworks for (a) its employees' time spent as to such response, (b) its reasonable and actual attorneys' fees as to such response, and (c) its reasonable and actual travel expenses incurred as to such response. Nothing in this paragraph shall apply to any legal actions or proceedings between Customer and Secureworks as to the Services.