

CONSULTING SERVICES ADDENDUM

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

1.0 CONSULTING SERVICES.

During the Services Term (defined in Section 2.2) and subject to the terms and conditions of this Addendum, Secureworks agrees to provide the Consulting Services and Customer agrees to purchase such Consulting Services. Specific terms and conditions relating to the Consulting Services are set forth in one or more Transaction Documents executed by the Parties.

2.0 SERVICE FEES; TERM.

2.1 Service Fees. Customer agrees to pay Secureworks for the Consulting Services in accordance with the applicable Transaction Document. The fees specified in any Transaction Document are the total fees and charges for the Consulting Services, subject to changes pursuant to a Change Order (as defined in Section 3.1) ("**Services Fees**"). If any active Transaction Document or this Addendum is terminated by Customer prior to the Services Term expiration date for any reason other than Secureworks' breach, unless specifically stated in the applicable Transaction Document, Customer agrees to pay to Secureworks any unpaid Services Fees for Consulting Services performed through the effective termination date.

2.2 Consulting Services Term. The term for the Consulting Services shall be set forth in the applicable Transaction Document executed by the Parties (the "**Services Term**"). Upon expiration of the initial term of the Services Term, for specific Consulting Services, the Services Term shall automatically renew for successive periods of twelve months (each, a "**Renewal Term**"), unless either Party provides at least 60 days' prior written notice of its intent not to renew. Upon each Renewal Term, the fees associated by 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. It is Customer's obligation to verify the applicable Service Description incorporated herein by reference and determine if such autorenewal is relevant to the Consulting Services purchased. Service Descriptions can be found at Secureworks Product Terms Page available at <http://www.secureworks.com/legal/product-terms>, as updated by Secureworks from time to time.

3.0 CHANGE ORDER; TRAVEL; CUSTOMER WARRANTIES, COOPERATION AND CONSENTS; DISCLAIMER.

3.1 Change Control. Any change to the Consulting Services that (i) would modify or alter the delivery of the Consulting Services or the composition of the Consulting Services, (ii) would alter the cost to Customer for the Consulting Services, or (iii) is agreed by Customer and Secureworks in writing to be a change shall be memorialized in a change order document or other written amendment that specifically identifies the portion of the Transaction Document that is the subject of the modification or amendment, and the changed or new provision ("**Change Order**"). Any Change Order to the applicable Transaction Document shall be executed by an authorized representative of Customer and Secureworks.

3.2 Work on Customer Premises. Only in the event implementation, performance or delivery of the Consulting Services requires Secureworks to be present at the Customer's facilities, then, upon receiving travel approval from Customer as indicated by Customer's execution of a Transaction Document with terms indicating that travel is required, subject to Secureworks' adherence to the Secureworks travel reimbursement policy, or other travel reimbursement guidelines set forth in the applicable Transaction Document, Customer shall reimburse Secureworks for all reasonable and actual out-of-pocket travel expenses, including, but not limited to, hotel, airfare and meals, incurred in connection with the implementation, performance or delivery of the Consulting Services as such travel shall be reasonably described in the applicable Transaction Document.

3.3 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 Consulting 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.

3.4 Customer Cooperation. Customer acknowledges that Secureworks' performance and delivery of the Consulting 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 Consulting Services.

3.5 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 CONSULTING SERVICES AND FOR SECUREWORKS TO PROVIDE THE CONSULTING SERVICES.

3.6 Disclaimer. Certain Consulting Services that Secureworks performs for its customers follow a defined methodology, rather than being driven by a specific result or deliverable. Due to this inherent property of these certain Consulting Services, Secureworks cannot guarantee the outcome of its testing, assessment, forensics, or remediation methods as all such methods have reliability limitations.

4.0 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.
