

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: SecureWorks, Inc. VENDOR # 1000017183

NAME & E-MAIL OF INDIVIDUAL E-SIGNING ON BEHALF OF THE CONTRACTOR:

Debbie Bernhardt dbernhardt@secureworks.com

PRINT NAME

E-MAIL ADDRESS

TYPE OF CONTRACT: New ☐ Renewal ☒ Amendment ☐ Services ☒ Goods ☐ Consulting ☐ Construction ☐ Lease ☐ Other ☐

SCOPE OF WORK: Firewall/Infrastructure Management Monitoring Renewal Contract RFP/IFB/RFP#: N/A

CONTRACT AMT: \$96,304.08 CONTRACT TERM: 07/01/18 – 08/31/19 BOCC Approval Date: Legal/Risk Mgt Approval Date: 05/08/18

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4200191000	5200140300			\$96,304.08		Firewall/Infrastructure Management Monitoring Renewal Contract

REQUISITIONER

Printed Name/Title: Bonnie Simons/ IS&T Sr. Bus. Mgr. Date: 05/07/18

E-Mail Address: bsimons@dcconc.gov

PURCHASING MANAGER

DocuSign E-Signature Date:

DEPARTMENT HEAD OR DESIGNEE (Individual Signing Contract)

DocuSign E-Signature Date:

CHIEF FINANCIAL OFFICER

DocuSign E-Signature Date:

Printed Name/Title: Greg Marrow/Chief Information Officer

E-Mail Address: gmarrow@conc.gov

COUNTY MANAGER

DocuSign E-Signature Date:

Department may provide additional comments or instructions below:

Please forward executed copy to Bonnie Simons.

Purchasing Comments:

FUNDS RESERVATION #



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: Shannon Walker - shannon.walker@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Dell Technologies Inc. and all Subsidiaries One Dell Way - RR1-50 Round Rock, TX 78682		INSURER(S) AFFORDING COVERAGE INSURER A: Commerce & Industry Insurance Company INSURER B: (See Attached) INSURER C: N/A INSURER D: National Union Fire Ins Co Pittsburgh PA INSURER E: INSURER F:	
		NAIC # 19410 N/A 19445	

COVERAGES **CERTIFICATE NUMBER:** SEA-003213423-10 **REVISION NUMBER:** 20

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	Y	GL4611514	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	Y	CA7093468 (AOS) CA7093467 (MA)	03/01/2018 03/01/2018	03/01/2019 03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	Y				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	SEE FOLLOWING PAGE Workers Compensation excluded in ND, OH & WA	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Durham County 200 E. Main Street Durham, NC 27701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Stephanie Guaiumi <i>Stephanie Guaiumi</i>
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Simons, Bonnie

From: Darby, Willie S.
Sent: Tuesday, May 8, 2018 3:27 PM
To: Simons, Bonnie
Subject: Re: SECUREWORKS FIREWALL SECURITY CONTRACT RENEWAL - NEED FOR BOCC APPROVAL

Hi Bonnie: The Secureworks agreement is hereby approved as to form. Willie

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From: Simons, Bonnie
Sent: Monday, May 7, 2018 6:15:03 PM
To: Darby, Willie S.
Subject: FW: SECUREWORKS FIREWALL SECURITY CONTRACT RENEWAL - NEED FOR BOCC APPROVAL

Mr. Darby,

Please review the last attachment above, look at the last paragraph on page 2 and advise.

Thank you.

Bonnie J. Simons

*200 E. Main Street – 5th Floor
Durham, NC 27701
919-560-7045*

From: Simons, Bonnie
Sent: Monday, May 7, 2018 12:55 PM
To: Darby, Willie S. <wdarby@dconc.gov>
Subject: RE: SECUREWORKS FIREWALL SECURITY CONTRACT RENEWAL - NEED FOR BOCC APPROVAL
Importance: High

I was planning to submit the attached service order, COI and back up documents like we did when we first contracted this service and also like the contract we just had approved with Secureworks. See attachment.

Let me know if I *need to do anything else*.

Thank you.

From: Darby, Willie S.
Sent: Monday, May 7, 2018 12:34 PM
To: Simons, Bonnie <bsimons@dconc.gov>
Subject: RE: SECUREWORKS FIREWALL SECURITY CONTRACT RENEWAL - NEED FOR BOCC APPROVAL



Service Order

SecureWorks, Inc.
One Concourse Parkway
Atlanta GA 30328
United States
Phone: (404) 327-6339
Fax: (404) 728-0144

General Information			
Proposal Code	Q520081.2-19147	Payment Terms	Net 30
Proposal Date	5/7/2018	Billing Frequency	Annual
Account Manager	Tracey Fries	Order Type	Renewal
Association	None	Currency	USD
Bill To	County of Durham 200 E Main St Bsmt 4 Durham NC 27702 US	Ship To	County of Durham 200 E Main St Bsmt 4 Durham NC 27702 US

Customer Contact Information		Reseller / Referrer Contact Information	
Name	Perry Dixon	Name	None
Title	CIO / IT Director	Title	None
Phone	(919) 560-7003	Phone	None
Email	pdixon@co.durham.nc.us	Email	None

SecureWorks, Inc. Contact Information			
Prepared By	Tracey Fries	Manager	Steven Rich
Title	Security Sales Specialist	Title	Regional Sales Director
Phone	9199173389	Phone	40432763369
Email	tfries@secureworks.com	Email	srich@secureworks.com

Renewal	Product	SKU	Qty	Term	Years	Price
Firewall						
	Managed Management Console: Firewall: Standalone	MMC-FW-S-0001	1	7/1/2018-8/31/2019	1.17	USD 7,075.57
Next-Generation Firewall						
	Managed and Monitored Next-Generation Firewall: HA Pair: Lg: 1 to 5 Devices	MMNGFW-HA-04-0005	1	7/1/2018-8/31/2019	1.17	USD 36,496.06
Network IPS/IDS						
	SecureWorks Service Subscription: iSensor: 4-Port	DS-SUB-IS-0250M-1000 -4P	1	7/1/2018-8/31/2019	1.17	USD 21,708.18
Log Retention						
	SecureWorks Service Subscription: LogVault 2.x: Up to 250 Devices	DS-SUB-LV2-00250	1	7/1/2018-8/31/2019	1.17	USD 20,276.71
Infrastructure						
	Monitored Server and Network Infrastructure: up to 5 Devices	SM-TierS-A1	1	7/1/2018-8/31/2019	1.17	USD 6,625.78
Threat Intelligence						
	Threat Intelligence Add-on: AttackerDB: Palo Alto: Managed Firewall Only	TI-ADDON-ADB-PA-MMFW	1	7/1/2018-8/31/2019	1.17	USD 0.00
License/Maintenance/Support						
	SecureWorks Appliance Subscription: Counter Threat Appliance: A1000: Standalone	SW-SUB-CTA-A1000-S	1	7/1/2018-8/31/2019	1.17	USD 3,925.94
	TIBCO LogLogic Software: Universal Collector Subscription	TLL-SW-UC	2	7/1/2018-8/31/2019	1.17	USD 195.84
Total (excluding any applicable taxes)						USD 96,304.08

Notes

The charges reflected hereunder do not include taxes. Unless Customer has provided SecureWorks, Inc. ("SecureWorks") with a valid resale or exemption certificate, Customer will be responsible for any sales, use, value-added or import taxes, customs duties or similar taxes, if applicable, assessed in accordance with applicable law with respect to the provision of the Services or goods received from SecureWorks which shall be invoiced separately. If Customer is required by law to withhold or deduct an amount from payments due to SecureWorks under this agreement, Customer shall include such additional amount to SecureWorks with its payment to ensure that SecureWorks receives, after such withholding or deduction, the amount that it would have been paid had no withholding or deduction been required.

Upon the expiration of the term of the MSS Service(s) being purchased pursuant to this Service Order, such MSS Service(s) will automatically renew for successive one (1) year terms (each an "Automatic Renewal Term"), unless either party provides written notice of its election not to automatically renew such MSS Services(s) at least sixty (60) days prior to the expiration of the current term or any Automatic Renewal Term, as applicable. As to each Automatic Renewal Term, unless Customer is otherwise notified in advance by SecureWorks, the pricing for such MSS Service(s) will remain the same for the Automatic Renewal Term. If any additional or replacement Equipment is necessary for the provision of such MSS Service(s) for any such Automatic Renewal Term, the parties will execute a Service Order for such additional or replacement Equipment at pricing in effect at that time.

Notwithstanding anything in the gray box below, this Service Order is subject to and governed by the Security Services Customer Master Services Agreement ("MSA") between the parties, effective June 8, 2016, which is incorporated herein by reference in its entirety.

SecureWorks shall send Customer an invoice for the MSS Service fees and any other one-time fees due hereunder on or after the Effective Date of this Service Order (as defined by the latest date in the signature blocks below).

SecureWorks shall send Customer an invoice for the first twelve (12) months of the MSS Service fees and any other one-time fees due hereunder on or after the Effective Date of this Service Order (as defined by the latest date in the signature blocks below). Thereafter, SecureWorks shall send Customer an invoice for each subsequent twelve (12) month period during the remaining term of this Service Order.

This Service Order is subject to and governed by the Master Services Agreement ("MSA"), which is incorporated herein by reference in its entirety, currently in place by and between SecureWorks and Customer (or Customer's Affiliate, with all terms and conditions applicable to Customer) that expressly authorizes Customer to purchase the Services described hereunder. In the event that such an MSA is not in place, this Service Order shall be subject to and governed by the terms located at <https://www.secureworks.com/msa-us>. Any terms and conditions set forth in a purchase order issued by Customer for this Service Order that are in addition to or that conflict with the MSA and/or this Service Order, shall not apply and are to be considered null and void. This Service Order is effective as of the latest date in the signature block below (the "Effective Date"). Any changes made by Customer to this Service Order not authorized and initialed by SecureWorks are null and void.

SecureWorks, Inc.

Deborah Bernhardt

Deborah Bernhardt
Contract Consultant
5/7/2018

Customer: County of Durham

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Is Customer Tax Exempt? No

Will a P.O. be required for payment? Yes*

* Please include a copy of the certificate and/or P.O. with this contract or email to billing@secureworks.com



Security Services Customer Master Services Agreement

Between

SECUREWORKS, INC.
One Concourse Parkway, Suite 500
Atlanta, GA 30328
"SecureWorks"

And

DURHAM COUNTY GOVERNMENT, NC
200 East Main Street
DURHAM, NC 27701
"Customer"

THIS SECURITY SERVICES CUSTOMER MASTER SERVICES AGREEMENT ("MSA") is entered into by SecureWorks and Customer and/or one of its Affiliates (as defined in Section 2.8 below) as of the Effective Date (as defined by the latest date in the signature blocks below). This MSA governs the relationship between SecureWorks and Customer with regard to the purchase and sale of the Services (as defined below). SecureWorks and Customer hereby agree to the following terms and conditions.

1. Services; Equipment and Order of Precedence.

1.1 MSS Services. During the term of this MSA and subject to the terms and conditions herein, SecureWorks agrees to provide certain: (i) managed security services ("MSS Services") and/or (ii) security risk consulting services ("Consulting Services") purchased by Customer in accordance with the terms of this Section 1.1. The MSS Services being purchased shall be specified in one or more service order(s) ("Service Order(s)") executed by the parties and the Consulting Services being purchased shall be specified in one or more statement(s) of work ("SOW(s)") executed by the parties. A detailed description of the MSS Services being purchased is provided in the service description and service level agreement ("SLA") for such MSS Services attached to each Service Order and incorporated therein by reference. All signed Services Orders and SOWs are subject to the terms and conditions of this MSA and will include the following: (i) the particular Services to be performed, including, if applicable, any SLAs; (ii) the term of the Services; (iii) the compensation and billing method for the Services; and (iv) any other applicable information agreed to by the parties. The MSS Services and Consulting Services are collectively referred to hereafter as the "Services".

1.2 Equipment. Except for equipment or hardware purchased by Customer pursuant to a Service Order ("Customer Purchased Equipment"), SecureWorks will provide the equipment or hardware as necessary for Customer to receive the MSS Services ("Equipment"). Each Service Order will specify whether such equipment or hardware is Customer Purchased Equipment and/or Equipment. Upon the earlier of the termination or expiration of this MSA and/or the applicable Service Order, Customer will return all Equipment to SecureWorks and/or shall erase, destroy and cease use of all Software (as defined in Section 5 below) located on any Customer Purchased Equipment. If such Equipment is not returned by Customer, Customer will be responsible for the then-current replacement costs of such Equipment.

1.3 Order of Precedence. In the event of a conflict between the terms of the MSA and a Service Order/SOW (including any exhibits or attachments thereto), the terms of the Service Order/SOW shall govern but only as regards such Service Order/SOW.

2. Fees; Taxes; Invoicing and Payment.

2.1 MSS Services Fees. SecureWorks' fees for the MSS Services are set forth on each Service Order. For each Service Order, the MSS Services ordered will commence on the first day in which SecureWorks (a) has established communication with the contracted Customer device(s) and/or Equipment/Customer Purchased Equipment; and (b) has verified the availability of Customer Data (as defined in Section 6.1 below) on the SecureWorks customer portal, (the "Service Commencement Date"), and SecureWorks shall invoice Customer for such MSS Services on or after the Service Commencement Date.



If Customer orders Server/Network Infrastructure Monitoring or Security Information and Event Management Services pursuant to a Service Order, Customer shall be billed for the entire number of devices in the tier being purchased (as outlined in the applicable Service Order) upon the Service Commencement Date of the initial device. If there are any devices remaining to be integrated thereafter, Customer shall be responsible for initiating the integration of such devices via the Portal (as defined in Section 5 below).

2.2 Consulting Service Fees. SecureWorks' fees and billing milestones for the Consulting Services are set forth on each SOW.

2.3 Change Control. "Change" means any change to the Services that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Customer for the Services, or (iii) is agreed by Customer and SecureWorks in writing to be a Change. From time to time during the term of the Services, Customer or SecureWorks may propose Changes to the Services. Any Change to the applicable Service Order/SOW shall be: (i) approved by both SecureWorks and Customer, (ii) executed by an authorized representative of Customer and SecureWorks, and (iii) memorialized in a change order ("Change Order") or other written amendment that specifically identifies the portion of the Service Order/SOW that is the subject of the modification or amendment, and the changed or new provision.

2.4 Work on Customer Premises. If and to the extent that the implementation, performance or delivery of the Services require SecureWorks to be present at the Customer's premises, then, upon receiving travel approval from Customer and subject to SecureWorks' adherence to the SecureWorks travel reimbursement policy, or other travel reimbursement guidelines set forth in the applicable Service Order/SOW, 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 Services.

2.5 Taxes. Customer shall be responsible, on behalf of itself and its Affiliate(s), for the payment of all taxes and fees assessed or imposed on the Services provided or the amounts charged under this MSA in any country or territory in which the Customer receives the benefit of the Services, including any sales, use, excise, value-added, or comparable taxes, but excluding taxes: (i) for which the Customer has provided a valid resale or exemption certificate, or (ii) imposed on SecureWorks' income or arising from the employment relationship between SecureWorks and its employees. Should any payments become subject to withholding tax, the Customer will deduct these taxes from the amount owed and pay the taxes to the appropriate tax authority in accordance with applicable tax laws. Customer will promptly provide SecureWorks with receipts or documents evidencing these tax payments. SecureWorks shall not be liable for any withholding tax, penalty or interest due as a result of Customer's failure to withhold any applicable tax.

2.6 Invoices and Payment. SecureWorks will invoice Customer in accordance with the billing terms set forth and detailed on the applicable Service Order or SOW. Unless otherwise specified on the applicable Service Order or SOW, (i) all charges, fees, payments and amounts hereunder will be in United States dollars, and (ii) all undisputed amounts due hereunder are payable within thirty (30) days from the date of the invoice, which shall be submitted to Customer electronically, (the "Invoice Due Date").

2.7 Disputes and Nonpayment. Customer shall have the right to reasonably, and in good faith, dispute any invoice or any portion of any invoice claimed by SecureWorks as due and payable provided that, prior to the Invoice Due Date, Customer (i) timely pays any undisputed portion of the amount, due and payable, and (ii) provides SecureWorks with written notice specifying the disputed amount and the basis for the dispute in reasonable detail. Except for amounts that are disputed in good faith by Customer in accordance with this Section 2.8, SecureWorks reserves the right to charge Customer a late fee of one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, for invoices not paid on or before the Invoice Due Date. In addition, SecureWorks, without waiving any other rights or remedies to which it may be



entitled, shall have the right, upon prior written notice to Customer, to suspend the Services until such payment is received.

2.8 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. "Customer" may include Customer's Affiliate(s): (i) approved by SecureWorks to purchase Services under this MSA by such Affiliate(s) executing a Service Order/SOW for such Services directly with SecureWorks ("**Signing Customer Affiliate(s)**") or by Customer executing a Service Order/SOW for such Services on such Affiliate(s) behalf; (ii) receiving the benefit of the Services through Customer's purchase of the Services, or (iii) whose data is included, accessed or received by SecureWorks in connection with the performance of the Services for Customer. With respect to such Customer 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 MSA. The parties acknowledge and agree that except for any Signing Customer Affiliate(s), Customer Affiliate(s) are not intended to be third party beneficiaries to this MSA or the Services hereunder. Customer shall be fully liable for any breach of the terms of this MSA by its Affiliate(s) receiving or having access to the Services hereunder.

In addition, in the event that a Customer Affiliate with a location outside of the United States is purchasing Services under this MSA ("**Customer International Affiliate**"), (i) such Customer International Affiliate shall enter into a Service Order and/or SOW directly with the SecureWorks local Affiliate ("**SecureWorks Local Affiliate**") for such Services, and (ii) Customer shall execute a local country addendum specifying any local country required terms on behalf of Customer's International Affiliate. 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).

2.9 Third-Party Product Purchases. If Customer is purchasing, or subsequently purchases, any third-party products or services ("**Third-Party Purchases**") through SecureWorks as specified on a Service Order or SOW, then, as applicable, Customer will comply with any third-party flow down terms and conditions, including but not limited to, any third-party end-user license agreement attached to the Service Order or SOW relating to such Third-Party Purchases.

3. Term of MSA; Service Order(s) and SOW(s).

3.1 Term of MSA. The term of this MSA shall commence on the Effective Date and shall continue until all Service Orders and SOWs hereunder have expired or been terminated, or until this MSA is terminated pursuant to the provisions hereof.

3.2 Term of Service Orders/ SOW(s). The term for the applicable Services will be specified on each Service Order and/or SOW.

4. Termination.

4.1 Termination for Breach. Either party may terminate this MSA or any active Service Order and/or SOW in the event that the other party materially defaults in performing any obligation under this MSA (including any Service Order/ SOW) and such default continues un-remedied for a period of thirty (30) days following written notice of default. If this MSA or any active Service Order and/or SOW is terminated by Customer prior to the Service term expiration date, for any reason other than SecureWorks' breach, Customer agrees to pay to SecureWorks: (i) for the Consulting Services, all Unpaid Consulting Service fees as set forth on the applicable SOW for the Consulting Services performed through the effective termination date; or (ii) for MSS Services, all unpaid MSS Service fees as set forth on the applicable Service Order for the MSS Services performed through the effective termination date, plus liquidated damages equal to the MSS Service fees that will become due during the remaining term of the applicable Service Order(s). If Customer terminates this



MSA or any active Service Order and/or SOW as a result of SecureWorks' breach, then to the extent that Customer has prepaid any Service fees, SecureWorks shall refund to Customer any prepaid Service fees on a pro-rata basis to the extent such Service fees are attributable to the period after such termination date.

4.2 Termination for Insolvency. This MSA will terminate, effective upon delivery of written notice by either party to the other party upon the following: (a) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) the making of an assignment for the benefit of creditors by the other party; or (c) the dissolution of the other party.

4.3 Effects of Termination. Termination or expiration of a Service Order or SOW shall not be construed, by implication or otherwise, to constitute termination of this MSA or any other active Service Order and/or SOW, however, in the event that this MSA is terminated, any active Service Order(s) or SOW(s) shall also terminate.

5. MSS Services Software; Restrictions.

SecureWorks will provide Customer with: (i) user IDs, tokens, passwords, (ii) access and use of the software (in object code format only), (iii) digital signatures, and (iv) access and use of the SecureWorks customer portal (the "Portal"), as necessary for Customer to receive the MSS Services (the "Software") and the applicable written directions and/or policies relating to the MSS Services, which may be in paper or electronic format (the "Documentation") and collectively, with the MSS Services, Equipment and the Software, the "Products", or a combination thereof, as necessary for Customer to receive the MSS Services and access the Portal. SecureWorks grants to Customer a limited, nontransferable, royalty-free and nonexclusive license to access and use, and for Customer's Affiliate(s) to access and use, during the term of the MSS Services only, the Products delivered to Customer, subject to the restrictions set forth below.

Customer (i) will use the Products for its internal security purposes, or for the internal security purposes of Customer's Affiliates purchasing MSS Services hereunder, and (ii) will not, for itself, any Affiliate of Customer or any third party: (a) sell, rent, license, assign, distribute, or transfer any of the Products; (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the Software; (c) copy any Software or Documentation, except that Customer may make a reasonable number of copies of the Documentation for its internal use (provided Customer reproduces on such copies all proprietary notices of SecureWorks or its suppliers), or (d) remove from any Software, Documentation or Equipment any language or designation indicating the confidential nature thereof or the proprietary rights of SecureWorks or its suppliers. In addition, Customer will not, and will not permit unaffiliated third parties to, (I) use the Products on a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis, (II) alter any aspect of any Software or Equipment, or (III) except as permitted under Section 14.1, assign, transfer, distribute, or otherwise provide access to any of the Products to any unaffiliated third party or otherwise use any Product with or for the benefit of any unaffiliated third party.

This Section 5 shall survive any expiration or termination of this MSA.

6. Proprietary Rights.

6.1 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 MSA. 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 Customer and/or its Affiliate(s)' 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, Customer's and/or its Affiliate(s)' data included in any written or printed summaries, analyses or reports generated in connection with the Services (Customer and its Affiliate(s)' data, 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 MSA, and (iii) all confidential or proprietary information of Customer or



SecureWorks

Customer Affiliates, including, but not limited to, Customer Data, Customer Reports (as defined in Section 6.3), and other Customer files, documentation and related materials, in each case under this clause (iii), obtained by SecureWorks in connection with this MSA.

During the term of the Services, Customer grants to SecureWorks a limited, non-exclusive license to use the Customer Data solely for the purposes contemplated by this MSA and for SecureWorks to perform the Services hereunder. This MSA 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 MSA.

6.2 SecureWorks' Proprietary Rights. As between Customer and SecureWorks, SecureWorks will own all right, title and interest in and to the Products and Services. This MSA 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 MSA. SecureWorks will retain ownership of all copies of the Documentation. 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 8), Customer Data, Customer Reports (as defined in Section 6.3) or other information belonging, referencing, identifying or pertaining to Customer or Customer Affiliates. Without limiting the foregoing, SecureWorks will own all right, title and interest in all IP in any advisory data, threat data, vulnerability data, analyses, summaries, bulletins and information made available to Customer in SecureWorks' provision of its Counter Threat Intelligence Services (the "TI Reports"). During the term of the Services, SecureWorks grants to Customer a limited, non-exclusive license to use such Works and TI Reports solely for Customer to receive the Services and for Customer's or its Affiliate's internal security purposes only. Customer acknowledges that any license to the SecureWorks Products, Services, Works and TI Reports expires upon the expiration or termination of any individual Service Order/SOW and/or this MSA.

6.3 Customer Reports. Customer shall own all right, title and interest in and to any written summaries, reports, analyses, and findings or other information or documentation prepared uniquely and exclusively for Customer in connection with the Services and as specified in a Service Order/SOW (the "Customer Reports"). The provision by Customer of any Customer Report or any information therein to any unaffiliated third party shall not entitle such unaffiliated third party to rely on the Customer Report or the contents thereof in any manner or for any purpose whatsoever, and SecureWorks specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such unaffiliated third party arising from or related to reliance by such unaffiliated third party on any Customer Report or any contents thereof.

This Section 6 shall survive any expiration or termination of this MSA.

7. Customer Cooperation. Customer acknowledges that SecureWorks' performance and delivery of the Services are contingent upon: (A) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, network and information, and (B) Customer's timely decision-making, providing the requested information and granting of approvals or permissions, as (A) and (B) are deemed reasonably necessary and reasonably requested for SecureWorks to perform, deliver and/or implement the Services. Customer will promptly obtain and provide to SecureWorks any required licenses, approvals or consents



necessary for SecureWorks' performance of the Services. SecureWorks will be excused from its failure to perform its obligations under this MSA to the extent such failure is caused solely by Customer's delay in performing or failure to perform its responsibilities under this MSA and/or the applicable Service Order/SOW.

8. 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 personnel of SecureWorks or Customer, including employees, agents and subcontractors, on a "need-to-know" basis in connection with its performance obligations pursuant to this MSA, so long as such personnel have agreed to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary 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 MSA, (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.

During the term of this MSA and the Services, SecureWorks shall employ and maintain reasonable and appropriate safeguards designed to: (a) reasonably protect all Customer Data in SecureWorks' possession from unauthorized use, alteration, access or disclosure; (b) detect and prevent against a Breach (as defined below); and (c) ensure that SecureWorks' employees and agents are appropriately trained to maintain the confidentiality and security of Customer Data in SecureWorks' possession.

SecureWorks agrees to notify Customer promptly (within 48 hours), upon becoming aware of a confirmed use or disclosure of Customer Data or Customer Information in violation of this MSA. A Security Breach shall be treated as discovered as of the first day on which it is known to SecureWorks.

SecureWorks will on an annual basis, have an audit conducted by a reputable and experienced accounting firm in accordance with the Statement on Standards for Attestation Engagements ("SSAE") No.16, Reporting on Controls at a Service Organization, developed by the American Institute of Certified Public Accountants ("AICPA"), (the "Security Audit") and have such accounting firm issue a Service Organization Control ("SOC") 1 Type II Report (or substantially similar report in the event the SOC 1 Type II Report is no longer the industry standard) which will cover, at a minimum, the security policies, procedures and controls required by this MSA (the "Audit Report"). Upon Customer's request, SecureWorks will provide Customer a copy of SecureWorks' then current Audit Report. Customer acknowledges that the SSAE16, the SOC 1 and/or any other information provided by SecureWorks pertaining to SecureWorks' security controls, policies, procedures, etc. are considered Confidential Information of SecureWorks and shall be treated by Customer in accordance with the terms and conditions of this MSA, including, but not limited to, this Section 8.

This Section 8 shall survive for three (3) years following any termination or expiration of this MSA; provided that with respect to any Confidential Information remaining in the receiving party's possession following any termination or expiration of this MSA, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9. Warranties; Limitation of Liability and Consulting Services Disclaimer.

9.1 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 SERVICE ORDER/SOW AND THIS MSA EXCEPT AS



EXPRESSLY STATED IN THIS SECTION 9.1. 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, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD-PARTY PURCHASES

9.2 Limitation of Liability.

9.2.1 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 MSA.

9.2.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 9.2.1, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR THE FOLLOWING: (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, OR (D) BUSINESS INTERRUPTION OR DOWNTIME.

9.2.3 SECUREWORKS' AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS MSA SHALL NOT EXCEED: (A) FOR THE MSS SERVICES: THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC MSS SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE (12) MONTH PERIOD, AND (B) FOR THE CONSULTING SERVICES: THE AMOUNT OF THE SOW THAT IS THE SOURCE OF SUCH LIABILITY.

9.2.4 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 are agreed allocations of risk constituting in part the consideration for SecureWorks' sale of Services and/or Products to Customer, and such limitations 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.

9.2.5 Certain Consulting Services follow a defined sampling methodology, rather than being driven by a specific end result or deliverable. This sampling methodology aims to reduce cost while at the same time minimizing any detrimental impact on the accuracy and reliability of the results. Due to the inherent risks and limitations associated with this methodology, SecureWorks cannot guarantee (i) the outcome of its testing, assessment, forensics, or remediation methods, or (ii) that all weaknesses, noncompliance issues or vulnerabilities will be discovered (clauses (i) and (ii) together, the "Risks and Limitations"). Customer acknowledges and accepts these Risks and Limitations. Depending upon the type of Consulting Services being purchased pursuant to an SOW, Appendix A may apply.

This Section 9 shall survive any expiration or termination of this MSA.

10. Indemnification. "Indemnified Parties" shall mean, in the case of SecureWorks, SecureWorks, its Affiliates and subcontractors, and each 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.

10.1 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 MSA infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property 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 10.1 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; (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 MSA and/or the relevant Service Order and/or SOW and SecureWorks will refund 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 10.1 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).

10.2 Customer Indemnity. Customer agrees to and does hereby assume sole responsibility for its own acts and omissions with respect to third parties which give rise to any claim arising out of this MSA; provided, however, that Customer's responsibility or liability for any damages arising out of its acts and omissions are expressly subject to the limitations set forth in the North Carolina Tort Claims Act (N.C. Gen. Stat. § 143-291 et seq.).

10.3 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 10 states each party's exclusive remedies for any third-party claim or action, and nothing in this MSA or elsewhere will obligate either party to provide any greater indemnity to the other.

This Section 10 shall survive any expiration or termination of this MSA.

11. Export. Each party agrees to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this MSA. Customer acknowledges that the Products and/or Services provided under this MSA, which may include technology, authentication and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."); may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Customer or its systems are located; and may also be subject to the customs and export laws and regulations of the country in which the Products and/or Services are rendered or received. Each party agrees to abide by those laws and regulations applicable to such party in the course of performance of its obligations under this MSA. Customer also may be subject to import or re-export restrictions in the event Customer transfers the Products and/or Services from the country of delivery and Customer is responsible for complying with applicable restrictions. SecureWorks' acceptance of any order for Products is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government. SecureWorks will not be liable for delays or failure to deliver Products resulting from Customer's failure to obtain such license or to provide such certification.

This Section 11 shall survive any expiration or termination of this MSA.

12. OFAC Warranty. Each party warrants to the best of its knowledge that neither it, nor any of its Affiliates or such party's agents are on any list maintained by the United States Treasury Department's Office of Foreign Assets Control of persons, entities, or prohibited or restricted jurisdictions. 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 MSA without affording the notifying party an opportunity to cure.

This Section 12 shall survive any expiration or termination of this MSA.

13. Government Entity. Client hereby disclaims, waives and agrees not to assert any right to or claim of sovereign immunity (or other similar statutory, constitutional or other legal right to defense) in any suit, claim, litigation or other proceeding, whether at law, in equity or otherwise, brought by SecureWorks to enforce Client's obligations under this Master Agreement.

This Section 13 shall survive any expiration or termination of this MSA.

14. Important Additional Terms.

14.1 Independent Contractor Relationship; 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 MSA. 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 MSA, or any rights, duties, obligations or liabilities under this MSA, by operation of law or otherwise, provided that SecureWorks shall remain responsible for the performance of Services under this MSA. Otherwise, neither party may assign this MSA without the permission of the other party which such permission shall not be unreasonably withheld or delayed.

14.2 Entire Agreement; Amendments; Severability; Section Headings. This MSA and the Service Orders and/or SOW(s) are the entire agreement between SecureWorks and Customer with respect to its subject matter and supersede all prior oral and written understandings, agreements, communications, and terms and conditions attached to or contained within a purchase order issued by Customer in connection with the Services, including, but not limited to, any security or privacy agreements executed by the parties. No amendment to or modification of this MSA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties; provided, however, that the SLA(s) may be amended from time to time by SecureWorks, as reasonably necessary, in its reasonable discretion as long as such amendments (a) will have no material adverse impact on the Services, Service Levels or Service credits currently being provided to Customer by SecureWorks; and (b) are being effected with respect to all similarly situated SecureWorks customers. If any provision of this MSA is void or unenforceable, the remainder of this MSA will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of this MSA.

14.3 Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations under this MSA during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, or fifteen (15) business days as to a Force Majeure delaying Customer's performance of its payment obligations, the other party may immediately terminate the applicable Service Order and/or SOW by giving written notice to the delayed party.

14.4 Notices. Notices under this MSA must be in writing and sent by postage prepaid first-class mail or receipted courier service to the other party at the address below or to such other address (incl. facsimile or electronic) as specified in writing and will be effective upon receipt.



SecureWorks

If to SecureWorks:

SecureWorks, Inc.
Attn: Legal
One Concourse Parkway, Suite 500
Atlanta, GA 30328

If to Customer: (If different from above)

This Section 14.4 shall apply for formal contract notices only and shall not limit the parties' ability to communicate via electronic mail or other methods as agreed to by the parties for routine communications

14.5 Governing Law, Forum and Language. THE PARTIES AGREE THAT THIS MSA, ANY SALES 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 MSA, THE SERVICES, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS WHICH RESULT FROM THIS MSA OR ANY RELATED PURCHASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO CONFLICTS OF LAW.

This MSA will be interpreted and construed in accordance with the English language.

14.6 Dispute Resolution. The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this MSA or any related purchase hereunder (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to seek from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

14.7 Counterparts. This MSA may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

By their signature below, SecureWorks and Customer indicate their agreement to the terms and conditions set forth in this MSA.

SecureWorks, Inc.	
DocuSigned by:	
Signature:	<i>Cheryl Strack</i>
Name:	4764850FE0854BF Cheryl Strack
Position:	Contracts Senior Advisor
Date:	6/3/2016

Customer	
DocuSigned by:	
Signature:	<i>Wendell M. Davis</i>
Name:	25028F8781884F5 Wendell Davis
Position:	County Manager
Date:	6/8/2016

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

George K. Quick

George K. Quick, Durham County Chief Financial Officer



APPENDIX A

Applicable to Security Services: Should an SOW include security scanning, testing, assessment, forensics, or remediation Services ("**Security Services**"). Customer understands that SecureWorks may use various methods and software tools to probe network resources for security-related information and to detect actual or potential security flaws and vulnerabilities. Customer authorizes SecureWorks to perform such Security Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Security Services) on network resources with the internet protocol addresses ("**IP Addresses**") identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party to permit SecureWorks to provide the Security Services on such third party's network resources. SecureWorks shall perform Security Services during a timeframe mutually agreed upon with Customer. The Security Services, such as penetration testing or vulnerability assessments, may also entail buffer overflows, fat pings, operating system specific exploits, and attacks specific to custom coded applications but will exclude intentional and deliberate DOS ("**Denial of Service**") attacks. Furthermore, Customer acknowledges that the Security Services described herein could possibly result in service interruptions or degradation regarding the Customer's systems and accepts those risks and consequences. Upon execution of an SOW for such Security Services, Customer consents and authorizes SecureWorks to provide any or all of the Security Services specified in the applicable SOW with respect to the Customer's systems. Customer further acknowledges that it is the Customer's responsibility to restore network computer systems to a secure configuration after the completion of SecureWorks' testing.

Applicable to Compliance Consulting Services: Should an SOW include compliance testing or assessment or other similar compliance advisory Services ("**Compliance Services**"). Customer understands that, although SecureWorks' Compliance Services may discuss or relate to legal issues, (i) SecureWorks does not provide legal advice or services, (ii) none of such Compliance Services shall be deemed, construed as or constitute legal advice, and (iii) Customer is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, the Customer Reports provided by SecureWorks in connection with any Compliance 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's legal or regulatory compliance.

Applicable to Payment Card Industry Compliance Consulting Services: Should an SOW include payment card industry ("**PCI**") compliance auditing, testing or assessment or other similar PCI compliance advisory Consulting Services ("**PCI Compliance Services**"). Customer understands that SecureWorks' PCI Compliance Services do not constitute any guarantee or assurance that security of Customer's systems, networks and assets cannot be breached or are not at risk. PCI Compliance Services are an assessment, as of a particular date, of whether Customer's systems, networks, assets, and any compensating controls meet the applicable PCI standards. Mere compliance with PCI standards may not be sufficient to eliminate all risks of a security breach of Customer's systems, networks and assets. Furthermore, SecureWorks is not responsible for updating its reports and assessments, or enquiring as to the occurrence or absence of such, in light of changes to Customer's systems, networks and assets after the date that SecureWorks issues its final Customer Report pursuant to an SOW, absent a Change Order or a separately signed SOW expressly requiring the same.



Managed Security Services Integration Plus Service Description

This Service Description and the attached exhibits (collectively, the "Service Description") describe the Service (as defined below) being provided to you ("Customer" or "you") by the Dell entity identified in the service order ("Service Order"), executed by Customer and such Dell entity for the purchase of this Service. The Dell entity identified in the Service Order hereafter shall be collectively referred to as "Dell SecureWorks". This Service is provided in connection with the Customer's separate, signed master services agreement or security services schedule, which explicitly authorizes the sale of managed security and consulting services. In the absence of either a master services agreement or security services schedule, the Services performed under this Service Description are governed by and subject to the terms and conditions of the Dell SecureWorks Master Services Agreement, available at <http://Dell.com/Security/terms>, which is incorporated by reference in its entirety herein (the "MSA").

Service Overview

Every Managed Security Services ("MSS") installation is unique, especially in complex technology environments. The MSS Integration Plus ("MSSI+") service (the "Service") is designed to assist Customer in better integrating their MSS Service(s) into their business processes in order to obtain maximum value from the contracted MSS Service(s). The Service will be performed by one or more expert security consultant(s) assigned from Dell SecureWorks' Security and Risk Consulting ("SRC") team (each a "Security Consultant"), who will seek to quickly understand the intricacies of Customer's environment in order to optimize the integration and performance tuning of the MSS Service(s). Consultant is a subject matter expert ("SME") on all Dell SecureWorks services and is part of a team dedicated to delivering Service.

The Service components to be performed (as set forth below) are based upon the complexity and maturity of Customer's security environment and the contracted MSS services which are unique to each Customer. During the Services Term (as defined below), Customer may select one or more Service components set forth below to be performed by Dell SecureWorks. The Service components may be performed remotely from one of Dell SecureWorks' facilities and/or onsite at one of Customer's facilities, as appropriate and agreed upon by the parties. The duration of the Service is agreed upon by the parties as set forth in the Service Order (the "Service(s) Term").

Exhibit A attached hereto describes the billing method, scheduling and completion of the Service(s).

The MSSI+ Service Term is a defined period of time. The Security Consultant will use best efforts to accomplish as many MSSI+ Service components as possible during the Services Term; as such, components are determined by Customer. The Service components that can be delivered will depend upon where Customer is in their MSS implementation lifecycle and the contracted MSS services subscribed.

What Dell SecureWorks Will Do

The most common components performed by Security Consultant(s) are listed below. Dell SecureWorks and Customer will determine what Service components are best suited to be performed in order to address Customer's highest priority objectives within the Services Term.

- MSS "SmartStart"

- MSS Integration

- MSS Performance Tuning

- Deliverables for MSSI+

Depending upon the Service Components chosen to be performed, Customer's performance of its obligations as specified herein, and the time constraints of each Service component selected by Customer, the Security Consultant duties may include the following:

- Advising Customer on current security trends, risks, and vulnerabilities.
- Communicating with Customer's executives and Customer's security professionals
- Assisting Customer with strategic planning and project management for Dell SecureWorks' MSS and/or Threat Intelligence ("TI") Services.
- Preparation of periodic and ad-hoc reports. These reports will highlight the value and enhance Customer's understanding of the MSS and TI Services.

The Security Consultant will provide Customer with brief daily reports and updates on project status via email. The Security Consultant will also provide a final summary report outlining the work completed during this Service component, any processes that were established or agreed upon as they relate to the MSS, and recommendations for improvements to Customer's security posture. The deliverables will focus on the information most relevant to Customer, especially as it relates to Customer's business, operational, and risk-mitigation goals.

Customer Obligations

Customer agrees to perform the obligations set forth below and acknowledges and agrees that Dell SecureWorks' ability to perform the Service(s) is dependent upon Customer's compliance with the following:

- Customer will schedule and make available all required Customer resources, including, e.g., suitable workspace and building access for Dell SecureWorks' staff and equipment, and access to Customer's computer systems and network for testing.
- Customer will provide timely replies to all reasonable requests for documents and information in accordance with the timeframes established in the planning phase.
- Customer's management team will support Customer's personnel being available to participate in the project plan. This is crucial to timely and successful completion of the Service(s).
- Customer's testing windows will allow adequate time for the Security Consultant's performance of the Service(s) requested.

Limitation on the Standard Service

The Services may be performed either onsite at the Customer location defined below and/or remotely, at one or more Dell SecureWorks secure facilities. Dell SecureWorks and Customer will determine the location of the performance of the Services to be performed hereunder during the project planning with MSSSI+ Delivery Management.

In most cases, the collection of the required Customer Data will be gathered both remote and onsite, and the drafting of the Report (as defined below) and recommendations will be performed remotely.

Business Hours

- Work will be delivered at a rate of 40 hours per week.
- Onsite work will be performed Monday-Thursday, between 8 am – 6 pm Local time. Fridays will be performed remotely to complete reports, update tickets, and other project action items.
- Remote work will occur Monday-Friday, between 8 am – 8 pm Eastern time.
- Work performed outside of the criteria above, as requested or required by Customer, may incur additional Service charges and requires the approval of MSSSI+ Delivery Management.



Country and Region Support

Service is offered in North America, Australia, and in English-speaking countries in Latin America and Europe. Service may be offered in other regions with the approval of MSSI+ Delivery Management prior to any binding contractual agreements being made.

Provisioning, Activation and Service Commencement

Initiation of an Engagement

Upon execution of the Service Order, the assigned Security Consultant will request certain documentation from Customer in order to review current processes, personnel, and data, in order to become familiar with Customer's organizational structure, network assets, personnel, business culture, and the maturity of Customer's security program. The Security Consultant will schedule a call ("Kick-off Call") with the Customer to discuss the engagement plan and high-level objectives. During this initial call, the parties will discuss the documentation supplied, define rules of engagement, and ensure that the scope and expectations for the Services are clearly identified and defined. See Service Scheduling below for additional details on this process.

MSS "SmartStart"

For Customers who purchase MSS SmartStart Services as indicated on a Service Order, the primary deliverables for the MSS SmartStart Service(s) component are:

- The Security Consultant will serve as the Customer's internal project manager for the MSS deployment.
- The Security Consultant will work with Customer to improve Customer's readiness to implement the MSS and deliver a strategic project plan that will present solutions to existing problems and allow quick resolution.
- The Security Consultant will make recommendations to improve Customer's security strategy and architecture, as it is relevant to the MSS deployment.
- The Security Consultant will oversee the completion of the Services Implementation Form ("SIF") on behalf of the Customer. The deliverable of this phase will be to outline the most effective approach for integrating MSS into the Customer's security environment.
- The Security Consultant will oversee the MSS Implementation from the Customer's vantage point. Successful MSS Implementations require the Customer and the Dell SecureWorks Customer Implementation Services ("CIS") team to work closely together in order to implement the MSS.
- The Security Consultant will serve as an onsite liaison between Customer's internal staff and the CIS team, to ensure deadlines and documentation requirements are being met.
- The Security Consultant will work with the Customer to successfully integrate the contracted MSS into the Customer's information security environment/program.

MSS Integration

MSS Integration assists Customer's ability to understand and more effectively consume MSS information. The Security Consultant will: (i) assist in integrating Customer data and workflows into Customer's current processes, and (ii) make recommendations for process integration and improvements in order to maximize the MSS' value for Customer.

The primary deliverables for the MSS Integration Service component are:

Reporting Setup and Customization - The Dell SecureWorks Customer Portal ("Portal") provides hundreds of pre-built security and compliance reports. The Security Consultant will provide expert guidance on which reports will best fit the needs of Customer's organization and configure all of the requirements to streamline reporting, including creation of custom reports that can be generated on demand or scheduled for recurring delivery to appropriate Customer stakeholders.

Escalation Procedures - It is critical that Customer defines its internal incident escalation procedures and provides the information to the Dell SecureWorks Security Operations Center ("SOC"). These incident escalation procedures tell the Dell SecureWorks Security Analysts when, how, and with whom to communicate within the Customer organization, in the event of a security incident. In some security environments, this process can be very simple; in more complex security environments, incident escalation procedures may vary depending on the affected asset, time of day, or type of security incident. The Security Consultant will work with Customer's team to document the incident escalation procedures that will make the most sense for Customer's organization and ensure that this information is accurately integrated into the Portal.

Asset Classification and Mapping - In order to have a clear picture of Customer's security environment, it is imperative to identify, classify, and assign criticality to each device in Customer's environment. Populating this data into the Portal enables Customer's team to report on trends by asset or asset group and to identify the potential impact of any threats, vulnerabilities, or risks associated with those assets. It also provides valuable context to the Dell SecureWorks security analysts when investigating a security event in Customer's environment, which allows the security analysts to provide more relevant and accurate alerts.

The Security Consultant will help create a plan to ensure the process of asset classification and mapping is understood, with a clear path to completion. The Security Consultant's ability to oversee the entire asset classification and mapping project will depend upon timing, the maturity of current Customer documentation and asset classification, and the ability of Customer resources to support the information required to effectively deliver this project.

MSS Performance Tuning

Continuous process improvement and optimization is a key component to the continued success of any information security program. The Security Consultant will assist Customer's security team(s) in ensuring that Customer's information security program is properly designed to get the most value from the MSS Services. The Security Consultant will work with the Customer to understand and execute on the highest-value objectives set forth in the project plan.

The primary deliverables for the Performance Tuning Service component are:

- Improve the quality of alerts generated from the MSS by base-lining events, reviewing rule-sets and policies, and performing log analysis and optimization.

- Filter false positives and reduce noise by tuning the MSS deployment to Customer's environment, leveraging the Dell SecureWorks SOC and Dell SecureWorks' custom tuning capabilities.

- Act as a dedicated trusted security advisor to Customer

- Assist with understanding and interpreting Portal data and output from the same

- Understand defense-in-depth strategies and apply those to Customer's security environment as it relates to MSS

- Assist with integrating managed service outputs and workflows with Customer's change management processes.



For Customers who have purchased Dell SecureWorks' TI Service, assist with feed and Portal customization, asset profiles, and internal processes for consuming intelligence data

Maintain knowledge of the Customer's information technology environment and business, attend briefings from the Dell SecureWorks counter threat unit ("CTU"), and leverage those briefings beneficially for Customer.

Work with Customer to develop Customer internal policies, process, and Service Level Agreements ("SLAs") (Runbook) as related to Dell SecureWorks MSS:

- Security escalations internal to Customer, as well as outlined at Dell SecureWorks

- Portal user access (additions/removals, permission changes/attrition, profile completion, and settings)

- MSS device updates (additions/removals/changes)

- Device security importance level and definition of event/incident severity, criticality, and classification

- Incident handling (Customer incident threat level, resource handling)

- Device tuning and management (Customer resource authority, work windows)

Provide information security project management assistance to Customer.

Work with Customer to assist with technical security escalations

Keep Customer abreast of problem status, set clear expectations, provide timely follow-up to Customer, and independently handle challenging Customer situations on a daily basis.

Maintain knowledge of outstanding development issues and communicate development roadmap to Customer as appropriate

For Customers with remaining Managed or Monitored device contract seats: provide recommendations on identifying candidates to fill seats that provide exceptional security context and awareness.

- Conduct customized Portal training for Customer's team members.

- Conduct customized MSS Tuning training for Customer's team members

Provide reporting to Customer's designated personnel on a regular and ad-hoc basis

Provide feedback for Service enhancements from Customer to Dell SecureWorks.

Deliverables for MSSI+

The Security Consultant will provide Customer with brief daily reports and updates on project status via email. The Security Consultant will also provide a final summary report outlining the work completed during this Service component, any processes that were established or agreed upon as they relate to the MSS, and recommendations for improvements to Customer's security posture. The deliverables will focus on the information most relevant to Customer, especially as it relates to Customer's business, operational, and risk mitigation goals.

Exhibit A – Terms and Conditions

Service Fees

- The fees for this Service are 100% billable upon Service Order execution.
- The Service will be delivered in a continuous manner, consistent with the assigned Security Consultant's normal business hours referenced above. For example, a three-week engagement that begins on a Monday will conclude on the third Friday thereafter. Once started, the Services shall not be suspended unless otherwise agreed to by the parties.
- Any unique needs or requirements must be conveyed by Customer and approved by MSSI+ Delivery Management during the project-planning phase.

Expenses (Out-of-Pocket)

- The fees for the Service(s) outlined in the Service Order include all incidental out-of-pocket expenses, such as report preparation and reproduction, faxes, copying, etc.
 - The fees for the Service(s) outlined in the Service Order do not include out-of-pocket travel expenses, such as those related to transportation, meals, and lodging incurred in the performance of any onsite Services. Travel expenses incurred will be billed as actual expense(s) and shall be included on Customer's invoice for the Service(s).
- International projects include 8 hours of total travel time. After 8 hours, Customer will be billed at 50% of the hourly rate against total project hours. For example, an engagement which requires 16 hours of total travel will have 2 hours deducted from the total project hours.

Service Scheduling

Service requires Customer to have existing MSS services, be in the process of implementing MSS services, or be planning to do so in the near future. As such, it may be appropriate to commence Service after some or all MSS services are implemented. This may occur well after the execution of this Service Order, depending on the implementation timeline defined by the CIS Project Manager.

For new Customers who purchase Service along with other Dell SecureWorks services, MSSI+ Delivery Management will coordinate an opportune time to introduce Service into the implementation process. MSSI+ Delivery Management will meet with Customer early and advise on next steps that reflect Customer's unique needs, requirements, and expectations. In any case, new Customers will obtain a CIS Project Manager who will be aware that MSSI+ project exists and will assist in the coordination of the service.

For existing Customers who already have a fully implemented MSS, MSSI+ Delivery Management will contact Customer-designated representative within five business days after the execution of Service Order to schedule a time for the services outlined hereunder to be performed.

Customer will interface with MSSI+ Delivery Management initially, for scoping and scheduling of project. Consultant will be assigned approximately four (4) weeks prior to scheduled project start date. Once Consultant is assigned, he/she will develop project plan and schedule a kick-off call with Customer approximately three (3) weeks prior to project start date.

Services outlined within this Service Order require a minimum of four (4) weeks advance notification to schedule. Dell SecureWorks will use commercially reasonable efforts to meet Customer requests for dates and times for the delivery of Services, including performance of the Services during Customer-designated downtime windows, after business hours, meeting Customer deliverable deadlines, and other Customer scheduling requests. An email confirmation of an agreed-upon



schedule, sent by Dell SecureWorks, confirmed and returned by email by Customer, shall constitute formal acceptance of such schedule. Once scheduling of any onsite work at Customer facility has been mutually agreed to, any changes by Customer to the onsite work within two (2) weeks of the onsite work to be performed will incur a \$2,000 rescheduling fee. This rescheduling fee does not apply to work that does not require travel by Dell SecureWorks Consultant.

The designated Customer contact will receive an email from Dell SecureWorks indicating the completion of the Services, upon the earlier to occur: (i) the completion of Service(s)/Project plan, or (ii) the expiration of the Services Term. Unless Customer notifies Dell SecureWorks otherwise, in writing, within thirty (30) days of the date of such email, the Service(s)/Project plan shall be deemed complete.

Service Order Term

The term of the Service Order and the Services shall commence on the Service Order Effective Date and terminate 12 months thereafter

Upon completion of the Services (or each Engagement), Customer's designated contact will receive an email confirmation from Dell SecureWorks, noting the completion of the Services. Unless otherwise notified in writing to the contrary by the Customer-designated contact within thirty (30) days of such email confirmation, the Services (Engagement) shall be deemed complete

Post Engagement Activities

Upon the "Engagement Conclusion" defined as the earlier to occur of (i) acceptance by Customer of the final Customer Report, and (ii) thirty (30) days after the delivery of the final Customer Report, Dell SecureWorks will commence with the appropriate media sanitization and/or destruction procedures of the Customer-acquired images, hard drives, or other media obtained by Dell SecureWorks in the performance of the Services hereunder (the "Incident Media"), unless, prior to such commencement, Customer has specified in writing to Dell SecureWorks any special requirements for Dell SecureWorks to return such Incident Media (at Customer's sole expense). Upon Customer's request, Dell SecureWorks will provide options for the transfer to Customer of Incident Media and the related costs thereto. If so requested, Dell SecureWorks will provide a confirmation letter to Customer, addressing completion and scope of these post-incident activities, in Dell SecureWorks' standard form. Unless agreed to otherwise by the parties and in accordance with the Record Retention section below, Dell SecureWorks shall, in its sole discretion, dispose of the Incident Media on or after the Engagement conclusion and only maintain a copy of the final Customer Report and associated deliverables.

Other Terms

Legal Proceedings

Customer shall immediately notify Dell SecureWorks if Customer knows or has reason to believe that Dell SecureWorks' Consultants, performing Services under the Service Order, have been or will be required or requested—as a result of activity arising out of or related to the Service Order or the Services contemplated hereunder, by any court or administrative agency of the United States or any other country or any state or by any legal process or party to any proceeding—to testify or to respond to any subpoena, search warrant, discovery, or other directive under the authority of such court, administrative agency, governmental inquiry, or process in connection with any proceeding or investigation in which Customer or any of its Affiliates, officers, directors, agents, employees, or subcontractors are involved. Whether or not such notice is given by Customer, Customer shall directly assist Dell SecureWorks in Dell SecureWorks' attempt to reduce the burdens of compliance with any such directive, and Customer shall reimburse any and all expenses incurred by Dell SecureWorks and its Affiliates, officers, directors, agents, employees, or subcontractors in complying with any such



directive, including, but not limited to, Dell SecureWorks' outside law firm attorneys' fees for representation and counsel; travel, lodging, and per diem expenses and an hourly labor rate at the retained hourly rate specified in the Service Order for all time spent by Dell SecureWorks in responding to such matters.

Onsite Services

Notwithstanding Dell SecureWorks' employees placement at the Customer location, Dell SecureWorks retains the right to control the work of such employees. For international travel, onsite Services may require additional documentation, such as Visas, visitor invitations, etc., which may affect timing of the Services and reimbursable expenses.

Record Retention

Dell SecureWorks will retain a copy of the Customer Report(s) and supporting Customer Data in accordance with Dell SecureWorks' record retention policy, which provides such retention for a period commensurate with such Customer Reports' and supporting Customer Data's usefulness and Dell SecureWorks' legal and regulatory requirements and Dell SecureWorks' directives.