

**Appendix G to DIR Contract No. DIR-SDD-1951
Secure Works Security Services Schedule to Customer Services Agreement**

Between

Dell Marketing L.P.
One Dell Way
Round Rock, TX 78682

And

“Dell”

“Customer”

THIS SECURITY SERVICES SCHEDULE (“**Schedule**”) is entered into by and between Dell and/or one of its Affiliates (as defined below) and Customer as of the Effective Date (as defined by the latest date in the signature blocks below). This Schedule provides specific terms and conditions applicable to certain managed security services and security and risk consulting services provided by Dell to Customer. As to such services, this Schedule amends and supplements the terms of the services agreement in place between Dell and Customer (the “**Services Agreement**”) pursuant to the State of Texas Department of Information Resources (“**DIR**”) Contract No. DIR-SDD-1951 (“**DIR SDD 1951 Contract**”). “**Customer**” may include Customer’s Affiliates approved by Dell to receive Security Services (as defined in Section 1) under this Schedule. As used herein, the term “**Affiliates**” 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. Unless otherwise defined in this Schedule, capitalized words used herein shall have the meaning set forth in the Services Agreement.

1. Services.

During the Term (as defined in Section 3.1) and subject to the DIR-SDD-1951 Contract, the terms and conditions of the Services Agreement and this Schedule, Dell agrees to provide the Security Services and Customer agrees to purchase such Security Services. Specific terms and conditions relating to the managed security services (“**MSS Services**”) shall be set forth in the service order(s) (“**Service Order(s)**”) executed by the parties and specific terms and conditions relating to the security and risk consulting services (“**Consulting Services**”) shall be set forth in one or more statements of work (“**Statement(s) of Work**”) executed by the parties. The MSS Services and Consulting Services are hereinafter collectively referred to as the “**Security Services**”. The MSS Service(s) are described in one or more attachments to each Service Order and the performance by Dell of the MSS Services shall be in accordance with such attachments (the “**Service Level Agreements**”), subject to the terms and conditions therein. For the purposes of either party’s Affiliates performing or purchasing Security Services hereunder pursuant to a Service Order and/or Statement of Work, references to Dell and Customer herein shall be deemed references to such respective Affiliate(s).

Except for equipment purchased by Customer pursuant to a Service Order (“**Customer purchased equipment**”), Customer will return to Dell any equipment or hardware provided by Dell (“**Equipment**”) for Customer’s use during the Term of this Schedule and the applicable Service Order and/or Statement of Work, upon the expiration or termination of the Term. If such Equipment is not returned by Customer, Customer will be responsible for the then-current replacement costs of such Equipment.

In the event of a conflict between the terms of the DIR-SDD-1951 Contract, the Services Agreement, this Schedule, a Service Order and/or Statement of Work, the terms of these documents will be interpreted according to the following order of precedence on matters pertaining to the Security Services: (1) DIR-SDD-1951 Contract (2) this Schedule; (3) Service Orders/Statements of Work (as applicable); and (4) the Services Agreement.

2. Fees; Invoicing and Payment.

2.1 MSS Service Fees. Dell’s fees for the MSS Services will be in accordance with the fees detailed in DIR-SDD-1951 and will be set forth on each Service Order. For each Service Order, the MSS Services ordered will commence on the first day in which Dell: (a) has established communication with the contracted customer device(s) and/or Equipment; and (b) has verified availability of Customer Data (as defined in Section 6.1 below) on the Dell customer portal, (the “**Service Commencement Date**”), and Dell may invoice Customer for such MSS Services on or after the Service Commencement Date. Customer may add or exchange certain MSS Services and/or devices at any time during the Term of this Schedule. Customer will notify Dell of its intention to add or exchange certain MSS Services and/or devices and Dell will work with Customer to provide pricing to Customer for such adds and/or exchanges. In order for such Security Services and/or devices to be added to this Schedule, Customer and Dell shall execute a mutually agreed upon Service Order outlining the price, payment and Term for such MSS Services and/or devices.



If Customer orders Server/Network Infrastructure Monitoring, Security Information and Event Management, Managed and Monitored Firewall, Managed and Monitored Integrated Appliance, or Managed and Monitored Next Generation Firewall MSS 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 for 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 Dell network portal.

2.2 Technical Service Fees. Customer agrees to pay Dell for the Technical Services in accordance with DIR-SDD-1951 and the applicable Statement of Work. The fees specified in any Statement of Work are the total fees and charges for the Consulting Services, in accordance with Appendix C – Pricing Index, of DIR-SDD-1951 Contract, but are subject to changes resulting from mutually agreed changes in the scope of Consulting Services to be provided pursuant to a Statement of Work change order executed by the parties.

2.3 Work on Customer Premises. If and to the extent that the Security Services require Dell to be present at the Customer's premises, Dell shall communicate the same and all Travel Expense Reimbursements shall be pre-approved and in accordance with Section H, Travel Expense Reimbursement, of DIR Contract No. DIR-SDD-1951 Contract.

2.4 Invoicing. Dell will invoice Customer in accordance with the payment terms set forth and detailed in DIR-SDD-1951 and on the applicable Service Order or Statement of Work.

2.5 Purchases by Affiliates. Unless otherwise agreed in writing, any Affiliate who submits an order to Dell for Security Services shall agree to abide by the terms of DIR-SDD-1951 and the Services Agreement and this Schedule and Customer shall be liable for any failure to comply or other breach hereof by any such Affiliate. Dell, in its sole discretion, may discontinue selling Security Services to any Affiliate or may require additional payment and/or credit conditions for such Affiliate.

2.6 Third-Party Product Purchases. If Customer is purchasing, or subsequently purchases, any third party products or services through Dell under a Service Order or Statement of Work, then, as applicable, Dell and Customer will comply with the DIRSDD-1951 Contract and the terms and conditions attached to that Service Order or Statement of Work relating to such third party product or service.

3. Term of Schedule; Service Orders and Statements of Work.

3.1 Term of Schedule. The term of this Schedule shall commence on the Effective Date and shall continue until all Service Orders and Statements of Work hereunder have expired or been terminated, or until this Schedule or the Service Agreement is terminated.

3.2 Term of Service Orders/Statements of Work. The term for the applicable Security Services to be provided under this Schedule will be set forth on the applicable Service Order and/or Statement of Work.

4. Effects of Termination. Termination or expiration of a Service Order or Statement of Work shall not be construed, by implication or otherwise, to constitute termination of this Schedule or any other existing Service Order and/or Statement of Work. In the event that this Schedule is terminated, any open Service Orders or Statements of Works shall also terminate.

This Section 4 shall survive any expiration or termination of DIR-SDD-1951 Contract, the Services Agreement and of this Schedule.

5. MSS Service Software; Restrictions.

Dell will provide to Customer all user IDs, tokens, passwords, access, use of the software (in object code format only), and digital signatures necessary 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 required by the Customer to receive the MSS Services. Dell grants Customer a limited, nontransferable, royalty-free and nonexclusive license to access and use, and for Customer's Affiliates to access and use, during the Term, the Products delivered to Customer, subject to the restrictions set forth below.

Customer (i) will use the Software, Security Services, Equipment and/or the Documentation for its internal security purposes, or for the internal security purposes of Customer's Affiliates purchasing Security 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 Dell 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 Dell or its suppliers. In addition, Customer will not,



and will not permit third parties to, (I) use any Software or Equipment 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 third party or otherwise use any Product with or for the benefit of any third party.

This Section 5 shall survive any expiration or termination of DIR-SDD-1951 Contract and of this Schedule.

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 Dell under this Schedule. As between Customer and Dell, Customer will own all right, title and interest in and to (i) any data provided by Customer to Dell and/or Customer data accessed or used by Dell or transmitted by Customer to Dell or Dell Equipment in connection with Dell's provision of the Security Services, including, but not limited to, Customer data included in any written or printed summaries, analyses or reports generated in connection with the Security Services ("**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 Dell in the course of providing Security Services under this Schedule, and (iii) all confidential or proprietary information of Customer or 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 Dell in connection with this Schedule.

During the Term, Customer grants to Dell a limited, non-exclusive license to use the Customer Data solely for the purposes contemplated by this Schedule and for Dell to perform the Security Services as contemplated hereunder. This Schedule does not transfer or convey to Dell 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 Schedule.

6.2 Dell's Proprietary Rights. As between Customer and Dell, Dell will own all right, title and interest in and to the Software, Equipment and Documentation. This Schedule does not transfer or convey to Customer or any third party any right, title or interest in or to the Software, Equipment or Documentation or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this Schedule. Dell will retain ownership of all copies of the Documentation. Dell agrees to transfer all right, title and interest to any Customer equipment (not including any Dell IP loaded onto such equipment) purchased by Customer pursuant to a Service Order. In addition, except as set forth in Sections 6.1 and 6.3, Customer agrees that Dell 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, contained within the Security Services and/or Products, collectively, the "**Works**"), developed by Dell in connection with the performance of the Security Services hereunder and of general applicability across Dell's customer base, and Customer hereby assigns to Dell all right, title and interest in any copyrights that Customer may have in and to such Work; provided, however, that such Work shall not include information or data belonging, referencing, or pertaining to Customer or Customer Affiliates. Without limiting the foregoing, Dell 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 Dell's provision of its Counter Threat Intelligence Services. During the Term, Dell grants to Customer a limited, non-exclusive license to use such Works solely to receive the Security Services hereunder for Customer's or Customer's Affiliate's internal security purposes only.

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 exclusively for Customer in connection with the Consulting Services (the "**Customer Reports**"). The provision by Customer of any Customer Report or any information therein to any unaffiliated third party shall not entitle such third party to rely on the Customer Report or the contents thereof in any manner or for any purpose whatsoever, and Dell specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) arising from or related to reliance by any third party on any Customer Report or any contents thereof.

6.4 Return of Proprietary Information. To the extent allowable under retention laws and policies, upon termination of this Schedule, each party will, at the request of the other party and to the extent practicable, return, or upon the other party's request, destroy, all copies of the other party's IP and/or Confidential Information, including any Customer Data, in such party's possession, custody or control. For Customer purchased equipment, Customer shall erase, destroy and cease use of all Software located on such Customer purchased equipment upon the expiration or termination of the Term.

This Section 6 shall survive any expiration or termination of DIR-SDD-1951 Contract and of this Schedule.



7. Customer Responsibilities.

7.1 Connecting to Managed Devices. If and to the extent that Dell is providing managed or co-managed MSS Services hereunder, the obligations of Dell to comply with the Service Level Agreements applicable to the MSS Services are dependent on Dell's ability to connect directly to the Customer devices on the Customer's network through an authenticated server in Dell's secure operations center. If and to the extent that Dell is required to connect to Customer devices via a non-standard means, such as Customer's VPN or other indirect connection, then, to the extent that Dell's provision of MSS Services requires access to such managed or co-managed devices in connection with any incident response or help desk request, Dell (i) can make no guarantees or give any assurances of compliance with the Service Level Agreements with respect thereto, and (ii) shall have no responsibility or liability for any failure to perform or delay in performing its obligations or meeting its Service Level Agreements hereunder to the extent such failure or delay is caused by such indirect access.

8. Confidentiality.

In the event that Dell is exposed to any Customer or Customer client non-public personal information ("NPPI") while performing the Security Services hereunder, Dell agrees to maintain the confidentiality of and protect such NPPI in accordance with the Gramm-Leach-Bliley Act of 1999, the Fair Credit Reporting Act, the Health Insurance Portability and Accountability Act ("HIPAA") and all other regulations applicable to the Security Services being performed hereunder. Dell will, upon request, provide Customer with a copy of Dell's current third-party audit report on service organizations (based on SAS 70/SSAE 16 Type 2 or its successor standard). Customer acknowledges that all such reports constitute Confidential Information of Dell hereunder.

Dell shall maintain information security policies and procedures for NPPI, consistent with prevailing United States industry standards.

This Section 8 shall survive any expiration or termination of DIR-SDD-1951 Contract and of this Schedule. **9. Additional National Security Obligations.** In the provision of the Security Services by Dell to Customer facilities located outside of the United States, Customer Data may be transferred outside of the country in which such Customer location is situated and therefore become subject to the laws of the United States of America (e.g. the Bank Secrecy Act) or other jurisdictions, which laws may require governmental disclosure thereunder.

In addition, certain Security Services or Products to be provided hereunder as well as certain transactions hereunder may be subject to United States anti-boycott, export control, sanctions laws, and any applicable foreign export and import laws or regulations consistent with U.S. law, including, but not limited to, laws which may penalize or prohibit (i) transactions involving persons, companies, or entities involved in activities related to the proliferation of nuclear, missile, or chemical/biological weapons, or missiles that deliver such weapons; (ii) transactions involving any person, company, or other entity appearing on any applicable list of prohibited parties maintained by the United States Government; (iii) transactions involving countries against which the United States maintains economic sanctions or embargos under statute, Executive Order, or regulations issued by the Office of Foreign Assets Control ("OFAC"), 31 C.F.R. Subtitle B, Chapter V, as amended from time-to-time; and (iv) transactions involving any person, company, or entity acting or purporting to act, directly or indirectly, on behalf of, or an entity owned or controlled by, any party identified in (i) through (iii) above. Customer represents and warrants (x) that neither it nor any Affiliates or agents receiving Products is, (or at any time during the Term will be), any person, company, or entity described above and (y) that it will comply with all such applicable laws and regulations described above and will require each Affiliate and agent of Customer receiving the Products to comply with the foregoing. If Dell becomes aware of any violation or alleged violation of any of the foregoing requirements of clause (x) or (y) above, Dell will have the right to terminate Customer's right to receive the Products and Security Services for cause without affording Customer an opportunity to cure such non-compliance.

This Section 9 shall survive any expiration or termination of DIR-SDD-1951 Contract and of this Schedule.

10. Government Sales. If and to the extent, Customer is, or intends to supply any Dell Products or Security Services (either directly or through other higher-tier contractors) to or use any Products or Security Services in providing products or services to, a Federal Government Entity, the following Restricted Rights provision shall apply.

Restricted Rights: Dell Products and Security Services, other than the supporting Documentation, provided to Federal Government agencies are provided with LIMITED RIGHTS, as those terms are defined in the Federal Acquisition Regulation ("FAR") at FAR clauses 52.227-14 and 52.227-19. Use, duplication, or disclosure of restricted rights Products by the Federal Government is subject to the restrictions as set forth in subparagraph "(c)" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19. In the event the sale is to a Department of Defense agency, the government's rights in software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202.



In no event shall Customer grant any higher tier contractor or the Federal Government rights in any Dell Products greater than those set forth in this provision.

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

11. Important Additional Terms.

11.1 Subcontracting. 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 SA. .

11.2 Entire Agreement. DIR Contract No. DIR-SDD-1951 and its Appendices, the Services Agreement, this Schedule and the Service Orders and/or Statements of Work are the entire agreement between Dell and Customer with respect to its subject matter and supersede all prior oral and written understandings, agreements, communications, and Customer terms and conditions attached to a purchase order or agreements, including, but not limited to, any security or privacy agreements executed by the parties. The Service Level Agreements may be amended from time to time by Dell, as reasonably necessary, in its reasonable discretion as long as such amendments (a) will have no material adverse impact on the Security Services, Service Levels or Service Credits currently being provided to Customer by Dell; and (b) are being effected with respect to all similarly situated Dell customers

11.3 Address for Notices. .

If to Dell:

If to Customer: (if different from above)

Dell Marketing, L.P.
Attn: Legal
One Concourse Parkway, Suite 500
Atlanta, GA 30328

This Section 11.3 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.

11.5 Limitation Period. Neither party may institute any action in any form arising out of this Schedule more than four (4) years after the cause of action has arisen, or in the case of nonpayment, more than four (4) years from the date of last payment.

11.6 Counterparts. This Schedule 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, Dell and Customer indicate their agreement to the terms and conditions set forth in this Schedule.

Dell Marketing, L.P.
Signature:
Name:
Position:
Date:

Customer
Signature:
Name:
Position:
Date:

ATTACHMENT A

Applicable to Security Services: Should a Statement of Work include security scanning, testing, assessment, forensics, or remediation Services (“**Security Services**”), Customer understands that Dell 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 Dell to perform such Security Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Security Services or otherwise approved by Customer from time to time) on network resources with the 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 Dell to provide the Security Services. Dell 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. Customer hereby consents and authorizes Dell to provide any or all of the Security Services 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 Dell’s testing.

Applicable to Compliance Technical Services: Should a Statement of Work include compliance testing or assessment or other similar compliance advisory Services (“**Compliance Services**”), Customer understands that, although Dell’s Compliance Services may discuss or relate to legal issues, Dell 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, the Customer Reports provided by Dell 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 Technical Services: Should a Statement of Work include payment Card industry (“**PCI**”) compliance auditing, testing or assessment or other similar PCI compliance advisory Technical Services (“**PCI Compliance Services**”), Customer understands that Dell’s 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. These PCI Compliance Services are an assessment, as of a particular date, of whether Customer’s systems, networks and 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, Dell is not responsible for updating its reports and assessments, or enquiring as to the occurrence or absence of such, in light of subsequent changes to Customer’s systems, networks and assets after the date of Dell’s final report, absent a signed Statement of Work expressly requiring the same.