
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 5)*

SecureWorks Corp.

(Name of Issuer)

Class A Common Stock, par value \$0.01 per share
(Title of Class of Securities)

81374A105
(CUSIP Number)

George B. Hanna
Senior Vice President, Chief Legal and Administrative Officer
SecureWorks Corp.
One Concourse Parkway NE Suite 500
Atlanta, Georgia 30328
(404) 327-6339

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 15, 2021
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Names of reporting persons	
	Michael R. Cote	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions)	
	OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	
	<input type="checkbox"/>	
6	Citizenship or place of organization	
	United States of America	
Number of shares beneficially owned by each reporting person with:	7	Sole voting power
		2,590,462 shares of Class A Common Stock
	8	Shared voting power
		-0-
	9	Sole dispositive power
		1,451,980 shares of Class A Common Stock
	10	Shared dispositive power
		-0-
11	Aggregate amount beneficially owned by each reporting person	
	2,590,462 shares of Class A Common Stock	
12	Check if the aggregate amount in Row (11) excludes certain shares (see instructions)	
	<input type="checkbox"/>	
13	Percent of class represented by amount in Row (11)	
	18.6% (1)	
14	Type of reporting person (see instructions)	
	IN	

(1) Based on 13,029,259 shares of Class A Common Stock outstanding as of March 17, 2021, as provided by the Issuer.

Explanatory Note

This Amendment No. 5 (the "Amendment") amends the statement on Schedule 13D originally filed by the Reporting Person on May 17, 2017, as amended by Amendment No. 1 to the Schedule 13D filed on March 8, 2018, Amendment No. 2 to the Schedule 13D filed on March 1, 2019, Amendment No. 3 to the Schedule 13D filed on February 28, 2020 and Amendment No. 4 to the Schedule 13D filed on April 23, 2020 (the "Schedule 13D"). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Schedule 13D. Except as otherwise provided herein, each Item of the Schedule 13D remains unchanged. This Amendment is being filed to report the receipt by the Reporting Person on March 15, 2021 of a compensatory equity incentive award by the Issuer, as described below.

Item 3. Source and Amount of Funds or Other Consideration.

The information set forth in Item 4, as amended, is incorporated by reference herein.

Item 4. Purpose of the Transaction.

Item 4 is hereby amended and supplemented as follows:

On February 23, 2021, the Reporting Person, who serves as the Chief Executive Officer of the Issuer, earned 18,181 additional restricted shares of Class A Common Stock in connection with a compensatory equity incentive award under the 2016 Plan previously granted to the Reporting Person on April 17, 2020 in the initial amount of 227,273 performance-based restricted shares of Class A Common Stock. The Reporting Person earned the 18,181 additional shares of Class A Common Stock upon the certification by the Compensation Committee of the Board of achievement above target by the Issuer of specified performance goals related to such performance award in accordance with the terms of such award.

On March 15, 2021, the Reporting Person received a compensatory equity incentive award under the 2016 Plan approved by the Board in the aggregate amount of 466,644 shares, consisting of 233,322 time-based restricted shares of Class A Common Stock awarded pursuant to the Issuer's applicable form of Restricted Stock Agreement for executives and 233,322 performance-based restricted shares of Class A Common Stock awarded pursuant to the Issuer's applicable form of Performance-Based Restricted Stock Agreement for executives.

Item 5. Interest in Securities of the Issuer.

Items 5(a), (b) and (c) are hereby amended in their entirety as follows:

- (a) As of March 17, 2021, the Reporting Person beneficially owned 2,590,462 shares of the Class A Common Stock, consisting of (i) 1,138,482 restricted shares of Class A Common Stock which are subject to vesting, (ii) 889,183 shares of Class A Common Stock which the Reporting Person either may acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of stock options vesting as of or within 60 days after such date and (iii) 562,797 unrestricted shares of Class A Common Stock. As of such date, the 2,590,462 shares of Class A Common Stock beneficially owned by the Reporting Person represented approximately 18.6% of the shares of Class A Common Stock.⁽¹⁾
- (b) As of March 17, 2021, the Reporting Person has:
- (i) sole power to vote or direct the vote of 2,590,462 shares of Class A Common Stock;
 - (ii) shared power to vote or direct the vote of -0- shares of Class A Common Stock;

(1) Based on 13,029,259 shares of Class A Common Stock outstanding as of March 17, 2021, as provided by the Issuer.

- (iii) sole power to dispose or direct the disposition of 1,451,980 shares of Class A Common Stock⁽²⁾; and
 - (iv) shared power to dispose or direct the disposition of -0- shares of Class A Common Stock.
- (c) Except (1) as described in Item 4 above with respect to the receipt of the compensatory equity awards under the 2016 Plan and (2) for the delivery by the Reporting Person to the Issuer of 21,981 shares of Class A Common Stock on March 2, 2021 in satisfaction of tax withholding obligations related to the vesting on such date of previously reported awards of restricted shares under the 2016 Plan, there have been no transactions in shares of Class A Common Stock by the Reporting Person during the past 60 days. The delivery of such 21,981 shares to the Issuer was executed at a price of \$14.85 per share of Class A Common Stock.

The information set forth in Items 4 and 6, as amended, is incorporated by reference herein.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 is hereby amended by the addition of the following information under the caption “SecureWorks Corp. 2016 Long-Term Incentive Plan.”

- Receipt of an additional 18,181 performance-based restricted shares of Class A Common Stock on February 23, 2021 upon the certification by the Compensation Committee of the Board of achievement with respect to a compensatory equity incentive award under the 2016 Plan previously granted to the Reporting Person on April 17, 2020 in the initial amount of 227,273 performance-based restricted shares of Class A Common Stock. The additional 18,181 shares will vest in three equal installments on each of (i) April 17, 2021, (ii) April 17, 2022 and (iii) April 17, 2023.
- Grants of (a) time-based restricted shares of Class A Common Stock and (b) performance-based restricted shares of Class A Common Stock, made on March 15, 2021 in accordance with the Issuer’s compensation policy with respect to its executive officers. Each of the time-based awards vests ratably over a three-year period contingent upon the Reporting Person continuing in service with the Issuer or its subsidiaries on each vesting date, with the first vesting date to occur on March 15, 2022. Each of the performance-based awards will be earned, if any, upon the achievement of performance goals specified, or provided for, in the applicable award agreement and thereafter will vest over a three-year period contingent upon the Reporting Person continuing in service with the Issuer or its subsidiaries on each vesting date, with the first vesting event to occur on the later of (i) the date of certification of achievement, which will be no later than 75 days following January 28, 2022, or (ii) March 15, 2022, and with subsequent vesting events to occur on March 15, 2023 and March 15, 2024.

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- (2) As of March 17, 2021, the Reporting Person has the right to vote, but not the right to dispose or direct the disposition of, the unvested restricted shares of Class A Common Stock beneficially owned by the Reporting Person. Of the 2,590,462 shares of Class A Common Stock beneficially owned by the Reporting Person as of such date, 1,138,482 are restricted shares of Class A Common Stock over which the Reporting Person will not have investment power until the vesting thereof, as reported in Item 6 of the Schedule 13D. Under the terms of the Issuer’s Amended and Restated Certificate of Incorporation, a holder of a share of Class A Common Stock is entitled to one vote per share and a holder of a share of Class B Common Stock is entitled to ten votes per share. The holders of the Class A Common Stock and the Class B Common Stock vote together as a single class on all matters submitted to a stockholder vote. As of March 17, 2021, (i) 13,029,259 shares of Class A Common Stock were issued and outstanding, as provided by the Issuer, and (ii) 70,000,000 shares of Class B Common Stock were issued and outstanding, all of which shares of Class B Common Stock were beneficially owned by Dell Technologies Inc. through an indirect wholly-owned subsidiary. As of March 17, 2021, the Reporting Person has voting power over shares of Class A Common Stock representing approximately 0.36% of the combined voting power of both classes of common stock of the Issuer.

Item 6 is hereby amended by the addition of the following information under the caption “Award Agreements Under SecureWorks Corp. 2016 Long-Term Incentive Plan:”

Time-based restricted shares of Class A Common Stock and performance-based restricted shares of Class A Common Stock granted to the Reporting Person by the Issuer, beginning with the award granted on March 15, 2021 described above, will be made in accordance with the Issuer’s currently effective form of Restricted Stock Agreement for executives under the 2016 Plan and currently effective form of Performance-Based Restricted Stock Agreement for executives under the 2016 Plan, respectively, which were approved by the Board on March 15, 2021. These award agreements have terms that are substantially the same as the terms of the Issuer’s previously effective forms of Restricted Stock Agreement for executives under the 2016 Plan and Performance-Based Restricted Stock Agreement for executives under the 2016 Plan.

The foregoing descriptions of the Issuer’s forms of Restricted Stock Agreement for executives and Performance-Based Restricted Stock Agreement for executives are qualified in their entirety by reference to the complete text of such documents, which are filed as exhibits hereto and incorporated by reference herein.

Items 4, 5 and 7, as amended, are incorporated by reference herein.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended and supplemented by adding the following at the end thereof:

Exhibit 9 – Form of Restricted Stock Agreement for executives under SecureWorks Corp. 2016 Long-Term Incentive Plan.

Exhibit 10 – Form of Performance-Based Restricted Stock Agreement for executives under the SecureWorks Corp. 2016 Long-Term Incentive Plan.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Amendment No. 5 to Schedule 13D is true, complete and correct.

Date: March 17, 2021

MICHAEL R. COTE

By: /s/ George B. Hanna

Name: George B. Hanna

Title: Attorney-in-Fact

**SECUREWORKS CORP.
2016 LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT
COVER SHEET**

SecureWorks Corp., a Delaware corporation (the “**Company**”), hereby grants restricted shares of the Company’s Class A common stock, par value \$0.01 per share (the “**Stock**”), to the Grantee named below, subject to the vesting conditions set forth below (the “**Restricted Stock**”), for consideration received. Additional terms and conditions of the Restricted Stock are set forth on this cover sheet and in the attached Restricted Stock Agreement (together, the “**Agreement**”) and in the SecureWorks Corp. 2016 Long-Term Incentive Plan (as amended from time to time, the “**Plan**”).

Grant Date: _____

Name of Grantee: _____

Number of Shares of Restricted Stock: _____

Vesting Schedule: If you continue in Service (as defined in this Agreement) on each applicable vesting date, the shares of Restricted Stock shall vest in [] installments on each of the [].

By your signature below or by your electronic acknowledgement of this Agreement, you agree to all of the terms and conditions described in the Agreement and in the Plan (if this is in paper form, a copy of the Plan is attached and if this is in electronic form, a copy of the Plan is available on this website). You acknowledge that you have carefully reviewed the Plan and agree that the Plan shall control in the event any provision of this Agreement should appear to be inconsistent with the Plan. You must accept your award no later than 4pm Eastern Time, five (5) business days prior to the first vesting date or your entire award will be cancelled.

Grantee: _____
(Signature)

Date: _____

Company: _____
(Signature)

Date: _____

Name: _____

Title: _____

Attachment

This is not a stock certificate or a negotiable instrument.

SECUREWORKS CORP.
2016 LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT

Restricted Stock

This Agreement evidences an award of shares of Restricted Stock in the number set forth on the cover sheet and subject to the terms and conditions set forth in the Agreement and the Plan.

Transferability

Your shares of Restricted Stock may not be sold, assigned, transferred, pledged, hypothecated, or otherwise encumbered, whether by operation of law or otherwise, nor may the shares of Restricted Stock be made subject to execution, attachment, or similar process. If you attempt to do any of these things, you will immediately and automatically forfeit your shares of Restricted Stock.

Vesting

Your shares of Restricted Stock shall vest in accordance with the vesting schedule set forth on the cover sheet of this Agreement, so long as you continue in Service (as defined in this Agreement) on each applicable vesting date. You may not vest in more than the number of shares of Stock covered by your Restricted Stock, as set forth on the cover sheet of this Agreement.

The determination of the number of shares of Restricted Stock that may vest on each applicable vesting date shall be subject to the rounding convention approved by the Committee (or its designee), which convention may rely on rounding down fractional shares.

Notwithstanding your vesting schedule, the shares of Restricted Stock shall become 100% vested upon your termination of Service due to your death or Disability. Subject to the Change in Control provisions of this Agreement, no additional portion of your shares of Restricted Stock shall vest after your Service has terminated for any other reason.

Notwithstanding the Plan definitions of "Service" and "Service Provider," for purposes of this Agreement, "Service" shall mean service qualifying a Grantee as a Service Provider to the Company or a Subsidiary, but not to an Affiliate that is not a Subsidiary. The Grantee's change in position or duties shall not result in interrupted or terminated Service, so long as such Grantee continues to be a Service Provider to the Company or a Subsidiary. Subject to the preceding sentence, any determination by the Committee whether a termination of Service shall have occurred for purposes of the Plan shall be final, binding, and conclusive. If the Grantee's employment or other Service relationship is with a Subsidiary and the applicable entity ceases to be a Subsidiary, a termination of Service shall be deemed to have occurred when such entity ceases to be a Subsidiary, unless the Grantee transfers his or her employment or other Service relationship to the Company or any other Subsidiary.

Leaves of Absence

For purposes of this Agreement, your Service does not terminate when you go on a *bona fide* leave of absence that was approved by your employer in writing if the terms of the leave provide for continued Service crediting, or when continued Service crediting is required by Applicable Laws. Your Service terminates in any event when the approved leave ends unless you immediately return to active employee work.

Your employer may determine, in its discretion, which leaves count for this purpose and when your Service terminates for all purposes under the Plan in accordance with the provisions of the Plan. Notwithstanding the foregoing, the Company may determine, in its discretion, that a leave counts for this purpose even if your employer does not agree.

Change in Control

Notwithstanding the vesting schedule set forth above, upon the consummation of a Change in Control, if assumed or substituted for, the shares of Restricted Stock shall become 100% vested upon your Involuntary Termination within the twelve (12)-month period following the consummation of the Change in Control.

“**Involuntary Termination**” means termination of your Service by reason of (i) your involuntary dismissal by the Company, a Subsidiary, or their successors for reasons other than Cause; or (ii) your voluntary resignation for “good reason” as defined in a written employment or other written compensatory agreement between you and the Company or a Subsidiary, or if none, then your voluntary resignation following the occurrence, without your written consent, of one or more of the following: (x) a material reduction in your base salary, target annual or long-term incentive compensation (whether payable in cash or otherwise), or health and welfare benefits, unless such reduction is part of an across-the-board reduction for all employees who are in the same salary grade as you as of the time of such reduction, (y) your demotion of more than one job grade, or (z) relocation of your principal work location to a location more than fifty (50) miles from the work location to which you are currently assigned. For a voluntary resignation to qualify as for “good reason,” you must provide written notice to the Company or its successor of any of the foregoing occurrences within ninety (90) days of the initial occurrence; the Company must fail to remedy such occurrence within the thirty (30)-day cure period following the date of such written notice; and you must resign within sixty (60) days after the Company’s cure period has ended.

Forfeiture of Unvested Shares of Restricted Stock

Unless the termination of your Service triggers accelerated vesting or other treatment of your shares of Restricted Stock pursuant to the terms of this Agreement, the Plan, a written employment or other written compensatory agreement between you and the Company or a Subsidiary, or a written compensatory program or policy of the Company or a Subsidiary otherwise applicable to you, you will immediately and automatically forfeit to the Company all of your unvested shares of Restricted Stock in the event your Service terminates for any reason.

Forfeiture of Rights

You understand and agree that if the Company, acting through the Committee, determines that you engaged in Conduct Detrimental to the Company during your Service or during the twelve (12)-month period following the termination of your Service, (i) your unvested shares of Restricted Stock shall immediately and automatically expire; and (ii) if you have vested in any shares of Stock during the twenty-four (24)-month period prior to your actions, you will owe the Company a cash payment (or forfeiture of shares of Stock) in an amount determined as follows: (a) for any shares of Stock that you have sold prior to receiving notice of the foregoing determination from the Company, the amount will be the proceeds received from any and all sales of those shares of Stock,

and (b) for any shares of Stock that you still own, the amount will be the number of shares of Stock owned times the Fair Market Value of the shares of Stock on the date you receive such notice from the Company (provided, that the Company may require you to satisfy your payment obligations hereunder either by forfeiting and returning to the Company the shares or any other shares of Stock or making a cash payment or a combination of these methods as determined by the Company in its sole discretion). You understand and agree that the forfeiture and/or repayment under this Agreement is separate from and does not preclude the Company from seeking relief based on your conduct that constitutes Conduct Detrimental to the Company.

For purposes of this provision, “**Conduct Detrimental to the Company**” means:

- (i) You engage in serious misconduct, whether or not such serious misconduct is discovered by the Company prior to the termination of your Service;
- (ii) You breach your obligations to the Company or an Affiliate under any of your written agreements with the Company or an Affiliate; or
- (iii) You engage in Conflicting Activities (as defined below).

For purposes of this Agreement, “**Conflicting Activities**” means, without advance, express, written consent of the Company’s Chief Legal and Administrative Officer:

- (i) You are or become a principal, owner, officer, director, shareholder, or other equity owner (other than a holder of less than 5% of the outstanding shares or other equity interests of a publicly traded company) of a Direct Competitor (as defined below);
- (ii) You are or become a partner or joint venturer in any business or other enterprise or undertaking with a Direct Competitor;
- (iii) You work or perform services (including contract, consulting, or advisory services) for a Direct Competitor in any geographic area where the Company or an Affiliate materially conducts business, if your services are similar in any material way to the services you performed for the Company or an Affiliate in the twelve (12) months preceding the termination of your Service;
- (iv) Except for communications made on behalf of the Company or an Affiliate in the scope of your Service, you advise, assist, attempt to influence or otherwise induce or persuade (or assist any other person in advertising, attempting to influence or otherwise induce or persuade) any person employed by the Company or an Affiliate to end such employment with the Company or an Affiliate; or

- (v) You solicit, divert, take away, or attempt to solicit, divert or take away, directly or by assistance of others, any business from the clients or customers of the Company or an Affiliate, including actively sought clients or customers, with whom you have or have had material contact during your Service for purposes of providing products or services that are competitive with those provided by the Company or an Affiliate.

For purposes of this Agreement, the term “**Direct Competitor**” means any entity or other business concern that offers or plans to offer products or services that are materially competitive with any of the products or services being manufactured, offered, marketed, or actively developed by the Company or an Affiliate as of the date your Service ends. By way of illustration, and not by limitation, the following companies are Direct Competitors: Qualys, Tenable, Symantec, IBM, Verizon, Accenture, FireEye, Splunk, Cisco, NTT, CrowdStrike, and Rapid7. You understand and agree that the foregoing list of Direct Competitors represents only an illustrative list of the Company’s Direct Competitors as of the date of execution of this Agreement, that other entities are Direct Competitors as of the date of this Agreement, and that other entities may become Direct Competitors in the future.

You understand and agree that neither this provision nor any other provision of this Agreement prohibits you from engaging in Conflicting Activities but only requires the forfeiture and/or repayment as set forth herein if you engage in Conflicting Activities. If you desire to engage in Conflicting Activities, you agree to seek written consent from the Company’s Chief Legal and Administrative Officer prior to engaging in the Conflicting Activities. If you enter into any business, employment, or service relationship during your Service or within the twelve (12) months following the termination of your Service, you agree to provide the Company sufficient information regarding the relationship to enable the Company to determine whether that relationship constitutes Conflicting Activities. You agree to provide such information within five (5) business days after entering into the business, employment, or service relationship.

Evidence of Issuance

The Company will issue your shares of Restricted Stock in the name set forth on the cover sheet. The issuance of the shares of Stock with respect to the Restricted Stock shall be evidenced in such a manner as the Company, in its discretion, deems appropriate, including, without limitation, by (i) book entry registration or (ii) issuance of one or more share certificates, with any unvested shares of Restricted Stock bearing the appropriate restrictions imposed by this Agreement and the Plan. As your interest in the shares of Restricted Stock vests, the recordation of the number of shares of Restricted Stock attributable to you will be appropriately modified if necessary.

Legends

If and to the extent that the shares of Restricted Stock are represented by share certificates rather than book entry, all certificates representing the shares of Restricted Stock issued under this Agreement shall, where applicable, have endorsed thereon the following legends:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING, FORFEITURE, AND OTHER RESTRICTIONS ON TRANSFER SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR HIS OR HER PREDECESSOR IN INTEREST. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY AND WILL BE FURNISHED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY BY THE HOLDER OF RECORD OF THE SHARES REPRESENTED BY THIS CERTIFICATE.”

To the extent the shares of Restricted Stock are represented by a book entry, such book entry will contain an appropriate legend or restriction similar to the foregoing.

Code Section 83(b) Election

Under Code Section 83, the difference between the Purchase Price paid for the shares of Restricted Stock and their Fair Market Value on the date any forfeiture restrictions applicable to such shares lapse will be reportable as ordinary income at that time. For this purpose, “**forfeiture restrictions**” include the forfeiture as to unvested shares of Restricted Stock described above. You may elect to be taxed at the time the shares of Restricted Stock are acquired, rather than when such shares cease to be subject to such forfeiture restrictions, by filing an election under Code Section 83(b) with the Internal Revenue Service within thirty (30) days after the Grant Date. You will have to make a tax payment to the extent the Purchase Price is less than the Fair Market Value of the shares on the Grant Date. No tax payment will have to be made to the extent the Purchase Price is at least equal to the Fair Market Value of the shares on the Grant Date. The form for making this election is attached as **Exhibit A** hereto. Failure to make this filing within the thirty (30)-day period will result in the recognition of ordinary income by you (in the event the Fair Market Value of the shares as of the vesting date exceeds the Purchase Price) as the forfeiture restrictions lapse.

YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE COMPANY’S, TO FILE A TIMELY ELECTION UNDER CODE SECTION 83(b), EVEN IF YOU REQUEST THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON YOUR BEHALF. YOU ARE RELYING SOLELY ON YOUR OWN ADVISORS WITH RESPECT TO THE DECISION AS TO WHETHER OR NOT TO FILE ANY CODE SECTION 83(b) ELECTION.

Withholding

You agree as a condition of this Agreement that you will make acceptable arrangements to pay any withholding or other taxes that may be due relating to the receipt or vesting of the shares of Restricted Stock, the receipt of dividends on the shares of Restricted Stock, or otherwise with respect to the shares of Restricted Stock. In the event that the Company or a Subsidiary determines that any federal, state, local, or foreign tax or withholding payment is required relating to the receipt or vesting of the shares of Restricted Stock, and you have not made acceptable arrangements to make such payment, the receipt of

dividends on the shares of Restricted Stock, or otherwise with respect to the shares of Restricted Stock, the Company or a Subsidiary shall have the right to (i) require you to tender a cash payment, (ii) deduct the tax or withholding payment from payments of any kind otherwise due to you, (iii) permit or require you to enter into a “same day sale” commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a “**FINRA Dealer**”) whereby you irrevocably elect to sell a portion of the shares of Stock to be delivered in connection with the shares of Restricted Stock to satisfy withholding obligations and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the withholding obligations directly to the Company or a Subsidiary, or (iv) withhold the delivery of vested shares of Stock otherwise deliverable under this Agreement to meet such obligations, provided that, to the extent required to avoid adverse accounting consequences to the Company, the shares of Stock so withheld will have an aggregate Fair Market Value not exceeding the minimum amount of tax required to be withheld by Applicable Laws.

You agree that the Company or a Subsidiary shall be entitled to use whatever method it may deem appropriate to recover such taxes. You further agree that the Company or a Subsidiary may, as it reasonably considers necessary, amend or vary this Agreement to facilitate such recovery of taxes.

Trading Restrictions

If you are subject to any Company “blackout” policy or other trading restriction imposed by the Company (a “**Restricted Period**”) on an applicable vesting date under this Agreement, any vesting scheduled to occur on such date shall occur instead on the first subsequent date on which you are not subject to any such policy or restriction. For purposes of this provision, you acknowledge that you may be subject to a Restricted Period for any reason that the Company determines appropriate, including Restricted Periods generally applicable to employees or groups of employees or Restricted Periods applicable to you during an investigation of allegations of misconduct or Conduct Detrimental to the Company by you.

Stockholder Rights

You have the right to vote the shares of Restricted Stock and to receive any dividends declared or paid on such shares. Any stock distributions you receive with respect to unvested shares of Restricted Stock as a result of any stock split, stock dividend, combination of shares, or other similar transaction shall be deemed to be a part of the Restricted Stock and subject to the same conditions and restrictions applicable thereto. Any cash dividends paid on unvested shares of Restricted Stock you hold on the record date for such dividend shall be paid to the Company and subject to the same conditions and restrictions applicable to your unvested shares of Restricted Stock; provided that, within thirty (30) days after the date on which the applicable shares of Restricted Stock vest in accordance with the terms of this Agreement, such dividend shall be paid to you, without interest. You will immediately and automatically forfeit such dividends to the extent that you forfeit the corresponding unvested shares of Restricted Stock. No adjustments to your Stock shall be made for dividends, distributions, or other rights on or with respect to the Stock generally if the applicable record date for any such dividend, distribution, or right occurs before your certificate is issued (or an appropriate book entry is made), except as described in the Plan. You may at any time obtain a copy of the prospectus related to your Award pursuant to this

Agreement by accessing the prospectus at SecureWorks Corp., One Concourse Parkway NE, Suite 500, Atlanta, Georgia 30328. Additionally, you may receive a paper copy of the prospectus free of charge from the Company by contacting:

Stock Option Administration
SecureWorks Corp.
One Concourse Parkway NE, Suite 500
Atlanta, GA 30328
+1 877 838 7947
[]

No Right to Continued Employment or Other Service

This Agreement and the shares of Restricted Stock evidenced by this Agreement do not give you the right to expectation of employment or other Service by, or to continue in the employment or other Service of, the Company or a Subsidiary. Unless otherwise specified in a written employment or other written compensatory agreement between you and the Company or a Subsidiary, the Company or a Subsidiary, as applicable, reserves the right to terminate your employment or other Service relationship with the Company or a Subsidiary at any time and for any reason.

Corporate Activity

Your shares of Restricted Stock shall be subject to the terms of any applicable agreement of merger, liquidation, or reorganization in the event the Company is subject to such corporate activity, consistent with Article 16 of the Plan.

Clawback

The shares of Restricted Stock are subject to mandatory repayment by you to the Company in the circumstances specified in the Plan, including to the extent you are or in the future become subject to any Company "clawback" or recoupment policy or Applicable Laws that require the repayment by you to the Company of compensation paid by the Company to you in the event that you fail to comply with, or violate, the terms or requirements of such policy or Applicable Laws.

If the Company is required to prepare an accounting restatement due to the material noncompliance of the Company, as a result of misconduct, with any financial reporting requirement under Applicable Laws and you knowingly engaged in the misconduct, were grossly negligent in engaging in the misconduct, knowingly failed to prevent the misconduct, or were grossly negligent in failing to prevent the misconduct, you shall reimburse the Company the amount of any payment in settlement of the Restricted Stock earned or accrued during the twelve (12)-month period following the first public issuance or filing with the Securities and Exchange Commission (whichever first occurred) of the financial document that contained such material noncompliance.

Governing Law & Venue

You understand and agree that the Company is a Delaware corporation with global operations and that your shares of Restricted Stock may be part of a contemporaneous grant of many similar awards to individuals located in numerous jurisdictions. You agree that this Agreement and the Plan shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, United States of America, other than any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of any other jurisdiction.

The exclusive venue for any and all disputes arising out of or in connection with this Agreement shall be New Castle County, Delaware, United States of America, and the courts sitting exclusively in New Castle County, Delaware, United States of America shall have exclusive jurisdiction to adjudicate such disputes. Each party hereby expressly consents to the exercise of jurisdiction by such courts and hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to such laying of venue (including the defense of inconvenient forum).

Compliance with Foreign Exchange Laws

Local foreign exchange laws may affect your shares of Restricted Stock or the vesting of your shares of Restricted Stock. You are responsible for obtaining any exchange control approval that may be required in connection with such events. Neither the Company nor any of its Affiliates will be responsible for obtaining such approvals or liable for the failure on your part to obtain or abide by such approvals. This statement does not constitute legal or tax advice upon which you should rely. You should consult with your personal legal and tax advisers to ensure your compliance with local laws. You agree to comply with all Applicable Laws and pay any and all applicable taxes associated with the grant of, vesting of, or otherwise related to the shares of Restricted Stock.

The Plan

The text of the Plan is incorporated into this Agreement by reference.

All terms used in this Agreement with their initial letters capitalized shall have the meanings given them in the Plan unless otherwise defined herein.

This Agreement and the Plan constitute the entire understanding between you and the Company regarding the shares of Restricted Stock. Any prior agreements, commitments, or negotiations concerning the shares of Restricted Stock are superseded, except that any written employment, consulting, confidentiality, non-competition, non-solicitation, and/or severance agreement between you and the Company or an Affiliate, as applicable, shall supersede this Agreement with respect to its subject matter.

Data Privacy

By accepting the shares of Restricted Stock, you consent to the collection, use and transfer of personal data as described in this paragraph. You understand that the Company and its Affiliates hold certain personal information about you, including your name, home address and telephone number, date of birth, social security number or equivalent, salary, nationality, job title, ownership interests or directorships held in the Company or its Affiliates, and details of all equity awards or other entitlements to shares of Stock awarded, cancelled, exercised, vested or unvested (“Data”). You further understand that the Company and its Affiliates will transfer Data amongst themselves as necessary for the purposes of implementation, administration and management of your

participation in the Plan, and that the Company and any of its Affiliates may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. You understand that these recipients may be located in the Asia Pacific region, the Latin American region, the European Economic Area, Canada or elsewhere, such as the United States of America. You authorize them to receive, possess, use, retain and transfer such Data as may be required for the administration of the Plan or the subsequent holding of shares of Stock on your behalf, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer to a broker or other third party with whom you may elect to deposit any shares of Stock acquired under the Plan. You understand that you may, at any time, view such Data or require any necessary amendments to the Data.

Notice Delivery

By accepting the shares of Restricted Stock, you agree that notices may be given to you in writing either at your home or mailing address as shown in the records of the Company or an Affiliate or by electronic transmission (including e-mail or reference to a website or other URL) sent to you through the normal process employed by the Company or the Affiliate, as applicable, for communicating electronically with its employees.

Code Section 409A

The grant of shares of Restricted Stock under this Agreement is intended to comply with the “restricted property” exemption from Code Section 409A (“**Section 409A**”) and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance with the exemption. Notwithstanding anything to the contrary in the Plan or this Agreement, none of the Company, its Affiliates, the Board, or the Committee will have any obligation to take any action to prevent the assessment of any excise tax or penalty on you under Section 409A, and none of the Company, its Affiliates, the Board, or the Committee will have any liability to you for such tax or penalty.

By accepting this Agreement, you agree to all of the terms and conditions described above and in the Plan.

Exhibit A

**ELECTION UNDER SECTION 83(b) OF
THE INTERNAL REVENUE CODE**

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address, and social security number of the undersigned taxpayer:

Name: _____

Address: _____

Social Security Number: _____

2. Description of property with respect to which the election is being made:

_____ shares of Class A common stock, par value \$0.01 per share, of SecureWorks Corp., a Delaware corporation (the "**Company**").

3. The date on which the property was transferred is: _____, 20__.

4. The taxable year to which this election relates is calendar year: 20__.

5. Nature of restrictions to which the property is subject:

The shares of common stock are subject to the provisions of a Restricted Stock Agreement between the undersigned taxpayer and the Company. The shares of common stock are subject to forfeiture under the terms of the Restricted Stock Agreement.

6. The fair market value of the property at the time of transfer (determined without regard to any lapse restriction) was: \$_____ per share, for a total of \$_____.

7. The amount paid by taxpayer for the property was: \$_____.

8. A copy of this statement has been furnished to the Company.

Dated: _____, 20__

Print Name: _____

**PROCEDURES FOR MAKING ELECTION
UNDER INTERNAL REVENUE CODE SECTION 83(b)**

The following procedures must be followed with respect to the attached form for making an election under Internal Revenue Code section 83(b) in order for the election to be effective:

1. You must file one copy of the completed election form with the IRS Service Center where you file your federal income tax returns within thirty (30) days after the Grant Date of your Restricted Stock.
2. At the same time you file the election form with the IRS, you must also give a copy of the election form to the Stock Plan Administrator of the Company.

**SECUREWORKS CORP.
2016 LONG-TERM INCENTIVE PLAN
PERFORMANCE-BASED RESTRICTED STOCK AGREEMENT
COVER SHEET**

SecureWorks Corp., a Delaware corporation (the “**Company**”), hereby grants performance-based restricted shares of the Company’s Class A common stock, par value \$0.01 per share (the “**Stock**”), to the Grantee named below, subject to the vesting conditions set forth below (the “**Restricted Stock**”), for consideration received. Additional terms and conditions of the shares of Restricted Stock are set forth on this cover sheet and in the attached Performance-Based Restricted Stock Agreement (together with all exhibits, the “**Agreement**”) and in the SecureWorks Corp. 2016 Long-Term Incentive Plan (as amended from time to time, the “**Plan**”).

Grant Date: _____

Name of Grantee: _____

Target Number of Shares of Restricted Stock: _____

Performance Period: _____

Vesting Schedule: If you continue in Service (as defined in this Agreement) on each applicable vesting date, your Earned Shares, if any, shall vest in [] installments on each of (i) the Certification Date or, if later, the [] (each, a “**Vesting Date**”). Notwithstanding the preceding, if the Certification Date follows the first (1st) anniversary of the Grant Date and if you are in Service on the first (1st) anniversary of the Grant Date, you shall be treated as in Service on the Certification Date for purposes of determining your Earned Shares, if any, and the level of your vesting in any such Earned Shares.

By your signature below or by your electronic acknowledgement of this Agreement, you agree to all of the terms and conditions described in the Agreement and in the Plan (if this is in paper form, a copy of the Plan is attached and if this is in electronic form, a copy of the Plan is available on this website). You acknowledge that you have carefully reviewed the Plan and agree that the Plan shall control in the event any provision of this Agreement should appear to be inconsistent with the Plan. You must accept your award no later than 4pm Eastern Time, five (5) business days prior to the first Vesting Date or your entire award will be cancelled.

Grantee: _____ Date: _____
(Signature)

Company: _____ Date: _____
(Signature)

Name: _____

Title: _____

Attachment
This is not a stock certificate or a negotiable instrument.

SECUREWORKS CORP.
2016 LONG-TERM INCENTIVE PLAN
PERFORMANCE-BASED RESTRICTED STOCK AGREEMENT
EXECUTIVE FORM

**Performance-Based
Restricted Stock**

This Agreement evidences an award of shares of Restricted Stock in the target number set forth on the cover sheet and subject to the terms and conditions set forth in the Agreement and the Plan.

The number of shares of Restricted Stock, if any, that may be earned pursuant to the terms of this Agreement (the “**Earned Shares**”) will be calculated based on the attainment, as determined by the Committee, of the performance goals described in **Exhibit A** to this Agreement (the “**Performance Goals**”) over the Performance Period set forth on the cover sheet, which number of Earned Shares may be equal to all or a portion, including none, of the Maximum Number of Earned Shares set forth in **Exhibit A**. If the number of Earned Shares exceeds the Target Number of Shares of Restricted Stock set forth on the cover sheet of this Agreement, you shall receive an additional grant of shares of Restricted Stock equal to such excess as of the Certification Date, which shares shall be treated as Earned Shares for purposes of this Agreement. If the Performance Goals are not achieved during the Performance Period, you will forfeit all of your shares of Restricted Stock as of the end of the Performance Period, except as otherwise provided in this Agreement.

Promptly following the completion of the Performance Period, and no later than seventy-five (75) days following the end of the Performance Period (the date of such certification, the “**Certification Date**”), the Committee will review and certify in writing (i) whether, and to what extent, the Performance Goals for the Performance Period have been achieved and (ii) the number of shares of Restricted Stock that will become Earned Shares. Such certification will be final, conclusive, and binding. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Committee reserves the right to adjust the number of Earned Shares based on the achievement of the Performance Goals downward, including to zero, in its sole discretion.

You will forfeit to the Company all of the shares of Restricted Stock to the extent the specified Performance Goals have not been achieved, and the number of shares of Restricted Stock that will become Earned Shares is also subject to downward adjustment irrespective of the satisfaction of Performance Goals, in each case as determined by the Committee, effective as of the Certification Date.

You will forfeit to the Company all of the shares of Restricted Stock if your Service (as defined in this Agreement) terminates for any reason prior to the last day of the Performance Period.

Transferability

Your shares of Restricted Stock may not be sold, assigned, transferred, pledged, hypothecated, or otherwise encumbered, whether by operation of law or otherwise, nor may the shares of Restricted Stock be made subject to execution, attachment, or similar process. If you attempt to do any of these things, you will immediately and automatically forfeit your shares of Restricted Stock.

Vesting	<p>Your Earned Shares, if any, shall vest in accordance with the vesting schedule set forth on the cover sheet of this Agreement, so long as you continue in Service (as defined in this Agreement) on each applicable Vesting Date. You may not vest in more than the number of shares of Stock covered by your Earned Shares, and the number of Earned Shares may not exceed []% of your Target Number of Shares of Restricted Stock as set forth on the cover sheet of this Agreement.</p> <p>The determination of the number of Earned Shares that may vest on each applicable Vesting Date shall be subject to the rounding convention approved by the Committee (or its designee), which convention may rely on rounding down fractional shares.</p> <p>Notwithstanding your vesting schedule, the Earned Shares, if any, shall become 100% vested upon your termination of Service due to your death or Disability on or following the last day of the Performance Period. Subject to the Change in Control provisions of this Agreement, no additional portion of your shares of Restricted Stock (or Earned Shares) shall vest after your Service has terminated for any other reason.</p> <p>Notwithstanding the Plan definitions of “Service” and “Service Provider,” for purposes of this Agreement, “Service” shall mean service qualifying a Grantee as a Service Provider to the Company or a Subsidiary, but not to an Affiliate that is not a Subsidiary. The Grantee’s change in position or duties shall not result in interrupted or terminated Service, so long as such Grantee continues to be a Service Provider to the Company or a Subsidiary. Subject to the preceding sentence, any determination by the Committee whether a termination of Service shall have occurred for purposes of the Plan shall be final, binding, and conclusive. If the Grantee’s employment or other Service relationship is with a Subsidiary and the applicable entity ceases to be a Subsidiary, a termination of Service shall be deemed to have occurred when such entity ceases to be a Subsidiary, unless the Grantee transfers his or her employment or other Service relationship to the Company or any other Subsidiary.</p>
Leaves of Absence	<p>For purposes of this Agreement, your Service does not terminate when you go on a <i>bona fide</i> leave of absence that was approved by your employer in writing if the terms of the leave provide for continued Service crediting, or when continued Service crediting is required by Applicable Laws. Your Service terminates in any event when the approved leave ends unless you immediately return to active employee work.</p> <p>Your employer may determine, in its discretion, which leaves count for this purpose and when your Service terminates for all purposes under the Plan in accordance with the provisions of the Plan. Notwithstanding the foregoing, the Company may determine, in its discretion, that a leave counts for this purpose even if your employer does not agree.</p>
Change in Control	<p>Notwithstanding the vesting schedule set forth above, upon the consummation of a Change in Control prior to the Certification Date, if assumed or substituted for, the shares of Restricted Stock shall become (i) earned based upon the greater of (A) deemed attainment of the Performance Goals at target or (B) actual attainment of the Performance Goals as of the Change in Control and (ii) 100% vested, in each case upon your Involuntary Termination within the twelve (12)-month period following the consummation of the Change in Control.</p>

Notwithstanding the vesting schedule set forth above, upon the consummation of a Change in Control on or following the Certification Date, if assumed or substituted for, the Earned Shares shall become 100% vested upon your Involuntary Termination within the twelve (12)-month period following the consummation of the Change in Control.

“**Involuntary Termination**” means termination of your Service by reason of (i) your involuntary dismissal by the Company, a Subsidiary, or their successors for reasons other than Cause; or (ii) your voluntary resignation for “good reason” as defined in a written employment or other written compensatory agreement between you and the Company or a Subsidiary, or if none, then your voluntary resignation following the occurrence, without your written consent, of one or more of the following: (x) a material reduction in your base salary, target annual or long-term incentive compensation (whether payable in cash or otherwise), or health and welfare benefits, unless such reduction is part of an across-the-board reduction for all employees who are in the same salary grade as you as of the time of such reduction, (y) your demotion of more than one job grade, or (z) relocation of your principal work location to a location more than fifty (50) miles from the work location to which you are currently assigned. For a voluntary resignation to qualify as for “good reason,” you must provide written notice to the Company or its successor of any of the foregoing occurrences within ninety (90) days of the initial occurrence; the Company must fail to remedy such occurrence within the thirty (30)-day cure period following the date of such written notice; and you must resign within sixty (60) days after the Company’s cure period has ended.

Forfeiture of Unvested Earned Shares

Unless the termination of your Service triggers accelerated vesting or other treatment of your Earned Shares pursuant to the terms of this Agreement, the Plan, a written employment or other written compensatory agreement between you and the Company or a Subsidiary, or a written compensatory program or policy of the Company or a Subsidiary otherwise applicable to you, you will immediately and automatically forfeit to the Company all of your unvested Earned Shares in the event your Service terminates for any reason.

Forfeiture of Rights

You understand and agree that if the Company, acting through the Committee, determines that you engaged in Conduct Detrimental to the Company during your Service or during the twelve (12)-month period following the termination of your Service, (i) your unvested shares of Restricted Stock (including unvested Earned Shares) shall immediately and automatically expire; and (ii) if you have vested in any Earned Shares during the twenty-four (24)-month period prior to your actions, you will owe the Company a cash payment (or forfeiture of shares of Stock) in an amount determined as follows: (a) for any shares of Stock that you have sold prior to receiving notice of the foregoing determination from the Company, the amount will be the proceeds received from any and all sales of those shares of Stock, and (b) for any shares of Stock that you still own, the amount will be the number of shares of Stock owned times the Fair Market Value of the shares of Stock on the date you receive such notice from the Company (provided, that the Company may require you to

satisfy your payment obligations hereunder either by forfeiting and returning to the Company the shares or any other shares of Stock or making a cash payment or a combination of these methods as determined by the Company in its sole discretion). You understand and agree that the forfeiture and/or repayment under this Agreement is separate from and does not preclude the Company from seeking relief based on your conduct that constitutes Conduct Detrimental to the Company.

For purposes of this provision, “**Conduct Detrimental to the Company**” means:

- (i) You engage in serious misconduct, whether or not such serious misconduct is discovered by the Company prior to the termination of your Service;
- (ii) You breach your obligations to the Company or an Affiliate under any of your written agreements with the Company or an Affiliate; or
- (iii) You engage in Conflicting Activities (as defined below).

For purposes of this Agreement, “**Conflicting Activities**” means, without advance, express, written consent of the Company’s Chief Legal and Administrative Officer:

- (i) You are or become a principal, owner, officer, director, shareholder, or other equity owner (other than a holder of less than 5% of the outstanding shares or other equity interests of a publicly traded company) of a Direct Competitor (as defined below);
- (ii) You are or become a partner or joint venturer in any business or other enterprise or undertaking with a Direct Competitor;
- (iii) You work or perform services (including contract, consulting, or advisory services) for a Direct Competitor in any geographic area where the Company or an Affiliate materially conducts business, if your services are similar in any material way to the services you performed for the Company or an Affiliate in the twelve (12) months preceding the termination of your Service;
- (iv) Except for communications made on behalf of the Company or an Affiliate in the scope of your Service, you advise, assist, attempt to influence or otherwise induce or persuade (or assist any other person in advertising, attempting to influence or otherwise induce or persuade) any person employed by the Company or an Affiliate to end such employment with the Company or an Affiliate; or
- (v) You solicit, divert, take away, or attempt to solicit, divert or take away, directly or by assistance of others, any business from the clients or customers of the Company or an Affiliate, including actively sought clients or customers, with whom you have or have

had material contact during your Service for purposes of providing products or services that are competitive with those provided by the Company or an Affiliate.

For purposes of this Agreement, the term “**Direct Competitor**” means any entity or other business concern that offers or plans to offer products or services that are materially competitive with any of the products or services being manufactured, offered, marketed, or actively developed by the Company or an Affiliate as of the date your Service ends. By way of illustration, and not by limitation, the following companies are Direct Competitors: Qualys, Tenable, Symantec, IBM, Verizon, Accenture, FireEye, Splunk, Cisco, NTT, CrowdStrike, and Rapid7. You understand and agree that the foregoing list of Direct Competitors represents only an illustrative list of the Company’s Direct Competitors as of the date of execution of this Agreement, that other entities are Direct Competitors as of the date of this Agreement, and that other entities may become Direct Competitors in the future.

You understand and agree that neither this provision nor any other provision of this Agreement prohibits you from engaging in Conflicting Activities but only requires the forfeiture and/or repayment as set forth herein if you engage in Conflicting Activities. If you desire to engage in Conflicting Activities, you agree to seek written consent from the Company’s Chief Legal and Administrative Officer prior to engaging in the Conflicting Activities. If you enter into any business, employment, or service relationship during your Service or within the twelve (12) months following the termination of your Service, you agree to provide the Company sufficient information regarding the relationship to enable the Company to determine whether that relationship constitutes Conflicting Activities. You agree to provide such information within five (5) business days after entering into the business, employment, or service relationship.

Evidence of Issuance

The Company will issue your shares of Restricted Stock in the name set forth on the cover sheet. The issuance of the shares of Restricted Stock shall be evidenced in such a manner as the Company, in its discretion, deems appropriate, including, without limitation, by (i) book entry registration or (ii) issuance of one or more share certificates, with any unvested shares of Restricted Stock bearing the appropriate restrictions imposed by this Agreement and the Plan. As your interest in the Earned Shares, if any, vests, the recordation of the number of shares of Restricted Stock attributable to you will be appropriately modified if necessary.

Legends

If and to the extent that the shares of Restricted Stock are represented by share certificates rather than book entry, all certificates representing the shares of Restricted Stock issued under this Agreement shall, where applicable, have endorsed thereon the following legends:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING, FORFEITURE, AND OTHER RESTRICTIONS ON TRANSFER SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR HIS OR HER PREDECESSOR IN INTEREST. A COPY OF SUCH AGREEMENT IS ON

FILE AT THE PRINCIPAL OFFICE OF THE COMPANY AND WILL BE FURNISHED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY BY THE HOLDER OF RECORD OF THE SHARES REPRESENTED BY THIS CERTIFICATE.”

To the extent the shares of Restricted Stock are represented by a book entry, such book entry will contain an appropriate legend or restriction similar to the foregoing.

**Code Section 83(b)
Election**

Under Code Section 83, the difference between the Purchase Price paid for the shares of Restricted Stock and their Fair Market Value on the date any forfeiture restrictions applicable to such shares lapse will be reportable as ordinary income at that time. For this purpose, “**forfeiture restrictions**” include the forfeiture as to unvested shares of Restricted Stock described above. You may elect to be taxed at the time the shares of Restricted Stock are acquired, rather than when such shares cease to be subject to such forfeiture restrictions, by filing an election under Code Section 83(b) with the Internal Revenue Service within thirty (30) days after the Grant Date. You will have to make a tax payment to the extent the Purchase Price is less than the Fair Market Value of the shares on the Grant Date. No tax payment will have to be made to the extent the Purchase Price is at least equal to the Fair Market Value of the shares on the Grant Date. The form for making this election is attached as **Exhibit B** hereto. Failure to make this filing within the thirty (30)-day period will result in the recognition of ordinary income by you (in the event the Fair Market Value of the shares as of the vesting date exceeds the Purchase Price) as the forfeiture restrictions lapse.

YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE COMPANY’S, TO FILE A TIMELY ELECTION UNDER CODE SECTION 83(b), EVEN IF YOU REQUEST THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON YOUR BEHALF. YOU ARE RELYING SOLELY ON YOUR OWN ADVISORS WITH RESPECT TO THE DECISION AS TO WHETHER OR NOT TO FILE ANY CODE SECTION 83(b) ELECTION.

Withholding

You agree as a condition of this Agreement that you will make acceptable arrangements to pay any withholding or other taxes that may be due relating to the receipt or vesting of the shares of Restricted Stock, the receipt of dividends on the shares of Restricted Stock, or otherwise with respect to the shares of Restricted Stock (including the Earned Shares). In the event that the Company or a Subsidiary determines that any federal, state, local, or foreign tax or withholding payment is required relating to the receipt or vesting of the shares of Restricted Stock, and you have not made acceptable arrangements to make such payment, the receipt of dividends on the shares of Restricted Stock, or otherwise with respect to the shares of Restricted Stock (including the Earned Shares), the Company or a Subsidiary shall have the right to (i) require you to tender a cash payment, (ii) deduct the tax or withholding payment from payments of any kind otherwise due to you, (iii) permit or require you to enter into a “same day sale” commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a “**FINRA Dealer**”) whereby you irrevocably elect to sell a portion of the shares of Restricted Stock to satisfy withholding obligations and whereby the FINRA Dealer irrevocably commits to

forward the proceeds necessary to satisfy the withholding obligations directly to the Company or a Subsidiary, or (iv) withhold the delivery of vested Earned Shares otherwise deliverable under this Agreement to meet such obligations, provided that, to the extent required to avoid adverse accounting consequences to the Company, the shares of Stock so withheld will have an aggregate Fair Market Value not exceeding the minimum amount of tax required to be withheld by Applicable Laws.

You agree that the Company or a Subsidiary shall be entitled to use whatever method it may deem appropriate to recover such taxes. You further agree that the Company or a Subsidiary may, as it reasonably considers necessary, amend or vary this Agreement to facilitate such recovery of taxes.

Trading Restrictions

If you are subject to any Company “blackout” policy or other trading restriction imposed by the Company (a “**Restricted Period**”) on an applicable vesting date under this Agreement, any vesting scheduled to occur on such date shall occur instead on the first subsequent date on which you are not subject to any such policy or restriction. For purposes of this provision, you acknowledge that you may be subject to a Restricted Period for any reason that the Company determines appropriate, including Restricted Periods generally applicable to employees or groups of employees or Restricted Periods applicable to you during an investigation of allegations of misconduct or Conduct Detrimental to the Company by you.

Stockholder Rights

You have the right to vote the shares of Restricted Stock and to receive any dividends declared or paid on such shares. Any stock distributions you receive with respect to unvested shares of Restricted Stock as a result of any stock split, stock dividend, combination of shares, or other similar transaction shall be deemed to be a part of the Restricted Stock and subject to the same conditions and restrictions applicable thereto. Any cash dividends paid on unvested shares of Restricted Stock you hold on the record date for such dividend shall be paid to the Company and subject to the same conditions and restrictions applicable to your unvested shares of Restricted Stock; provided that, within thirty (30) days after the date on which the applicable Earned Shares vest in accordance with the terms of this Agreement, such dividend shall be paid to you, without interest. You will immediately and automatically forfeit such dividends to the extent that you forfeit the corresponding unvested shares of Restricted Stock (or unvested Earned Shares).

No adjustments to your Stock shall be made for dividends, distributions, or other rights on or with respect to the Stock generally if the applicable record date for any such dividend, distribution, or right occurs before your certificate is issued (or an appropriate book entry is made), except as described in the Plan.

You may at any time obtain a copy of the prospectus related to your Award pursuant to this Agreement by accessing the prospectus at SecureWorks Corp., One Concourse Parkway NE, Suite 500, Atlanta, Georgia 30328. Additionally, you may receive a paper copy of the prospectus free of charge from the Company by contacting:

Stock Option Administration
SecureWorks Corp.
One Concourse Parkway NE, Suite 500
Atlanta, GA 30328
+1 877 838 7947
[]

No Right to Continued Employment or Other Service

This Agreement and the shares of Restricted Stock evidenced by this Agreement do not give you the right to expectation of employment or other Service by, or to continue in the employment or other Service of, the Company or a Subsidiary. Unless otherwise specified in a written employment or other written compensatory agreement between you and the Company or a Subsidiary, the Company or a Subsidiary, as applicable, reserves the right to terminate your employment or other Service relationship with the Company or a Subsidiary at any time and for any reason.

Corporate Activity

Your shares of Restricted Stock shall be subject to the terms of any applicable agreement of merger, liquidation, or reorganization in the event the Company is subject to such corporate activity, consistent with Article 16 of the Plan.

Clawback

The shares of Restricted Stock are subject to mandatory repayment by you to the Company in the circumstances specified in the Plan, including to the extent you are or in the future become subject to any Company “clawback” or recoupment policy or Applicable Laws that require the repayment by you to the Company of compensation paid by the Company to you in the event that you fail to comply with, or violate, the terms or requirements of such policy or Applicable Laws.

If the Company is required to prepare an accounting restatement due to the material noncompliance of the Company, as a result of misconduct, with any financial reporting requirement under Applicable Laws and you knowingly engaged in the misconduct, were grossly negligent in engaging in the misconduct, knowingly failed to prevent the misconduct, or were grossly negligent in failing to prevent the misconduct, you shall reimburse the Company the amount of any payment in settlement of the vested Earned Shares during the twelve (12)-month period following the first public issuance or filing with the Securities and Exchange Commission (whichever first occurred) of the financial document that contained such material noncompliance.

Governing Law & Venue

You understand and agree that the Company is a Delaware corporation with global operations and that your shares of Restricted Stock may be part of a contemporaneous grant of many similar awards to individuals located in numerous jurisdictions. You agree that this Agreement and the Plan shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, United States of America, other than any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of any other jurisdiction.

The exclusive venue for any and all disputes arising out of or in connection with this Agreement shall be New Castle County, Delaware, United States of America, and the courts sitting exclusively in New Castle County, Delaware, United States of America shall have exclusive jurisdiction to adjudicate such disputes. Each party hereby expressly consents to the exercise of jurisdiction by such courts and hereby irrevocably and unconditionally waives, to the fullest

extent it may legally and effectively do so, any objection that it may now or hereafter have to such laying of venue (including the defense of inconvenient forum).

Compliance with Foreign Exchange Laws

Local foreign exchange laws may affect your shares of Restricted Stock or the vesting of your Earned Shares. You are responsible for obtaining any exchange control approval that may be required in connection with such events. Neither the Company nor any of its Affiliates will be responsible for obtaining such approvals or liable for the failure on your part to obtain or abide by such approvals. This statement does not constitute legal or tax advice upon which you should rely. You should consult with your personal legal and tax advisers to ensure your compliance with local laws. You agree to comply with all Applicable Laws and pay any and all applicable taxes associated with the grant or vesting of, or otherwise related to the shares of Restricted Stock (including the Earned Shares).

The Plan

The text of the Plan is incorporated into this Agreement by reference.

All terms used in this Agreement with their initial letters capitalized shall have the meanings given them in the Plan unless otherwise defined herein.

This Agreement and the Plan constitute the entire understanding between you and the Company regarding the shares of Restricted Stock. Any prior agreements, commitments, or negotiations concerning the shares of Restricted Stock are superseded, except that any written employment, consulting, confidentiality, non-competition, non-solicitation, and/or severance agreement between you and the Company or an Affiliate, as applicable, shall supersede this Agreement with respect to its subject matter.

Data Privacy

By accepting the shares of Restricted Stock, you consent to the collection, use and transfer of personal data as described in this paragraph. You understand that the Company and its Affiliates hold certain personal information about you, including your name, home address and telephone number, date of birth, social security number or equivalent, salary, nationality, job title, ownership interests or directorships held in the Company or its Affiliates, and details of all equity awards or other entitlements to shares of Stock awarded, cancelled, exercised, vested or unvested (“**Data**”). You further understand that the Company and its Affiliates will transfer Data amongst themselves as necessary for the purposes of implementation, administration and management of your participation in the Plan, and that the Company and any of its Affiliates may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. You understand that these recipients may be located in Asia Pacific region, the Latin American region, the European Economic Area, Canada or elsewhere, such as the United States of America. You authorize them to receive, possess, use, retain and transfer such Data as may be required for the administration of the Plan or the subsequent holding of shares of Stock on your behalf, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer to a broker or other third party with whom you may elect to deposit any shares of Stock acquired under the Plan. You understand that you may, at any time, view such Data or require any necessary amendments to the Data.

Notice Delivery

By accepting the shares of Restricted Stock, you agree that notices may be given to you in writing either at your home or mailing address as shown in the records of the Company or an Affiliate or by electronic transmission (including e-mail or reference to a website or other URL) sent to you through the normal process employed by the Company or the Affiliate, as applicable, for communicating electronically with its employees.

Code Section 409A

The grant of shares of Restricted Stock under this Agreement is intended to comply with the “restricted property” exemption from Code Section 409A (“**Section 409A**”) and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance with the exemption. Notwithstanding anything to the contrary in the Plan or this Agreement, none of the Company, its Affiliates, the Board, or the Committee will have any obligation to take any action to prevent the assessment of any excise tax or penalty on you under Section 409A, and none of the Company, its Affiliates, the Board, or the Committee will have any liability to you for such tax or penalty.

By accepting this Agreement, you agree to all of the terms and conditions described above and in the Plan.

Exhibit A

SECUREWORKS CORP.
2016 LONG-TERM INCENTIVE PLAN
PERFORMANCE-BASED RESTRICTED STOCK AGREEMENT

Exhibit B

**ELECTION UNDER SECTION 83(b) OF
THE INTERNAL REVENUE CODE**

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address, and social security number of the undersigned taxpayer:

Name: _____

Address: _____

Social Security Number: _____

2. Description of property with respect to which the election is being made:

_____ shares of Class A common stock, par value \$0.01 per share, of SecureWorks Corp., a Delaware corporation (the "**Company**").

3. The date on which the property was transferred is: _____, 20__.

4. The taxable year to which this election relates is calendar year: 20__.

5. Nature of restrictions to which the property is subject:

The shares of common stock are subject to the provisions of a Restricted Stock Agreement between the undersigned taxpayer and the Company. The shares of common stock are subject to forfeiture under the terms of the Restricted Stock Agreement.

6. The fair market value of the property at the time of transfer (determined without regard to any lapse restriction) was: \$_____ per share, for a total of \$_____.

7. The amount paid by taxpayer for the property was: \$_____.

8. A copy of this statement has been furnished to the Company.

Dated: _____, 20__

Print Name: _____

**PROCEDURES FOR MAKING ELECTION
UNDER INTERNAL REVENUE CODE SECTION 83(b)**

The following procedures must be followed with respect to the attached form for making an election under Internal Revenue Code section 83(b) in order for the election to be effective:

1. You must file one copy of the completed election form with the IRS Service Center where you file your federal income tax returns within thirty (30) days after the Grant Date of your Restricted Stock.
2. At the same time you file the election form with the IRS, you must also give a copy of the election form to the Stock Plan Administrator of the Company.