

UNITED STATES BANKRUPTCY COURT PROOF OF CLAIM

Name of Debtor: Lehman Brothers Case Number:

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): SecureWorks, Inc. Name and address where notices should be sent: Secureworks, Inc One Concourse Parkway, Suite 500 Atlanta, GA 30328 Telephone number: (404) 327-6339

Name and address where payment should be sent (if different from above): Secureworks, Inc PO Box 534583 Atlanta, GA 30353 Telephone number: (404) 327-6339

1. Amount of Claim as of Date Case Filed: \$ 24,242.32 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: Services performed (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 1153 3a. Debtor may have scheduled account as: LURHQ (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: Value of Property: \$ Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ Basis for perfection: Amount of Secured Claim: \$ Amount Unsecured: \$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000000003 1 of 1. 7. Documents: Attach redacted copies of orders, invoices, itemized statements of ru. You may also attach a summary. Attach r a security interest. You may also attach a DO NOT SEND ORIGINAL DOCUMENT SCANNING. If the documents are not available, please explain:

Date: 9-19-08 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Renee Prince Controller

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

FILED / RECEIVED SEP 22 2008 EPIQ BANKRUPTCY SOLUTIONS, LLC

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

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Con# 30009 TSR 1026610
Agreement No. 005382-LEHNY-2004

**EXHIBIT I
STATEMENT OF WORK**

Supplier: SecureWorks Inc., formerly known as LURHQ Corporation Statement of Work No.:3

This Statement of Work ("SOW") is issued pursuant to the Master Agreement for Managed Security Services between Lehman Brothers Inc. ("Lehman") and the above-named Supplier dated March 10, 2003 (the "Agreement"). Any term not otherwise defined herein shall have the meaning specified in the Agreement.

Lehman Brothers Project Manager: Rebecca Quinn Trask O'Hara

Supplier Project Manager: Johnny Calhoun

Services:

Monitored Intrusion Detection Service: Monitored Intrusion Detection Service/"MIDS" - 12 IDS Devices (14 currently integrated)

Rate charged to Lehman:

Service Fees:	\$42,424.00
MIDS - \$42,424.00	

Contract Dates: May 9, 2008 - December 31, 2008

See Attachment A for a complete description of the Services, Key Deliverables and Service Level Agreements.

Furthermore, each reference in the Agreement to LURHQ shall hereafter be deemed to be a reference to SecureWorks. Except as otherwise provided hereunder, all terms and conditions of the Agreement shall remain in effect unless specifically modified by this Renewal Exhibit A. This Renewal Exhibit A will be interpreted according to the laws of the State governing the Agreement without regard to or application of choice-of-law rules or principles.

SecureWorks, Inc.

LEHMAN BROTHERS INC.

By: [Signature]
Name: Mike Vandiver
(Type or Print)

By: [Signature]
Name: Janet Bradley
(Type or Print)

Title: CFO

Title: VP

Date: June 30, 2008

Date: 6.30.08



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Attachment A

Monitored Intrusion Detection Service Level Agreement

SecureWorks takes pride in its commitment to deliver the highest quality and reliability of Managed Enterprise Security Monitoring. This commitment is backed by this Service Level Agreement ("SLA").

I. Service Description

a. Service Components

Managed Enterprise Security Monitoring uses SecureWorks developed technology, the Sherlock™ Enterprise Security Management Platform, to enable scalable and effective security event aggregation, correlation, categorization, assessment, and response.

The Sherlock Enterprise Security Management Platform is a highly distributed technology which includes Sherlock, Inspector™ and Sherlock Inspector Agent™.

Inspector is deployed on the Client network and aggregates enterprise-wide security events from routers, firewalls, intrusion detection systems, servers and more. Inspector then compares events to known malicious activity and known normal activity. Malicious and unknown events are sent via a secured connection to Sherlock in SecureWorks' Secure Operation Centers where the information is correlated and scrutinized by Intrusion Analysts. The Intrusion Analysts respond to attacks and anomalies according to SecureWorks' Event Handling process, which can be referenced at any time by the client on the Real-Time Events page of the SecureWorks Client Portal.

SecureWorks' Client Portal provides Clients a secure, web-based method to co-monitor the enterprise, generate security reports, update escalation procedures, and make help desk requests.

Key Deliverables

- Integration and ongoing administration of SecureWorks owned security monitoring infrastructure. This includes Client Inspector(s) but does not include any other Client owned infrastructure which is not managed by SecureWorks.
- SecureWorks Client Portal access for co-monitoring, help desk, and reporting capabilities.
- 24x7x365 enterprise security event aggregation, correlation, categorization, assessment, and response for monitored devices under paid service contract.
- Prompt response to inquiries submitted via the help desk ticketing system, email and/or telephonically.

b. Client Obligations and Interdependencies for SecureWorks performance:

Client agrees to perform the obligations and acknowledges and agrees that SecureWorks ability to perform its obligations and its liability under the SLAs below, are interdependent on Client's compliance with the following:

- Provide access to Client-premises and relevant appliance(s) and management console(s).
- Client is responsible for maintaining appropriate levels of hardware support and maintenance (including thirty party hardware and software contracts) and connectivity to prevent network performance degradation and maintain communications between the Clients' contracted devices and Sherlock™ Platform.
- Client is responsible for all device configurations necessary for SecureWorks to receive log data including implementing necessary tools to convert proprietary log formats into syslog or other standard output.
- Client is responsible for identifying any policy or non-security incident related information in Client logs that Client would like SecureWorks to collect; and for the configuration their logging sources to report this information.

II. Service Level Agreements

The following service level agreements (SLAs) shall apply to the Managed Enterprise Security Monitoring services provided hereunder, subject to the terms, conditions and limitations contained in this Exhibit A:

a. *Secure Operations Center Availability*

The SecureWorks Secure Operations Centers will maintain communications availability to the Internet 99.9% of the time during a calendar month.

"Communications availability" is defined as the ability for one of SECUREWORKS' Secure Operations Centers to transmit and receive TCP/IP packets between its networks and its upstream Internet Service Provider.

In the event that this SLA is not met for a given calendar month, Client shall be entitled to a monetary credit equal to thirty (30) minutes for each minute that communication availability was available below the 99.9% threshold. SecureWorks can make no guarantee to availability or performance of the Internet at large between SecureWorks and its Clients.

Each thirty (30) minute credit shall be calculated by dividing the monthly payment for the applicable Service for which the SLA failure occurred by 43,200 and multiplying the result by 30. Each minute over the thirty (30) minute allotted time is equal to 30 minute increments per minute.

b. *Incident Response*

Client shall receive a response (in the manner pre-selected in writing by Client, either through the help desk ticketing system, email, or telephonically) to security incidents within fifteen (15) minutes of the determination by SecureWorks that given malicious activity constitutes a security incident, consistent with the Event Handling Procedures in effect from time to time ("SecureWorks' Event Handling Process").

A "security incident" is defined as a high-risk attack on a monitored device in compliance with the SecureWorks' Event Handling Process.

In the event that this SLA is not met for a given calendar month, Client shall be entitled to a monetary credit equal to thirty (30) minutes for each minute over the specified response time that SecureWorks does not respond as required.

Each thirty (30) minute credit shall be calculated by dividing the monthly payment for the applicable Service for which the SLA failure occurred by 43,200 and multiplying the result by 30. Each minute over the thirty (30) minute allotted time is equal to 30 minute increments per minute.

c. *Help Desk Requests*

Standard help desk requests submitted via the SecureWorks Client Portal or via telephone will be subject to "initial response" (either through the help desk ticketing system, email, or telephonically) within one (1) hour from the time stamp on the help desk ticket created by SecureWorks. An initial response to Help Desk requests classified as "Emergency" on the help desk ticket will be sent within fifteen (15) minutes from the time stamp on the help desk ticket created by SecureWorks.

In the event that this SLA is not met for a given calendar month, Client shall be entitled to a monetary credit equal to thirty (30) minutes for each minute over the required response time.

Each thirty (30) minute credit shall be calculated by dividing the monthly payment for the applicable Service for which the SLA failure occurred by 43,200 and multiplying the result by 30. Each minute over the thirty (30) minute allotted time is equal to 30 minute increments per minute.

III. **Service Rules and Regulations**

COPY

Agreement No. 005382-LEHNY-2004

- a. Deployment of SecureWorks monitored security services in a Client network does not achieve the impossible goal of risk elimination, and therefore SecureWorks makes no guarantee that intrusions, compromises, or any other unauthorized activity will not occur on a Client network.
- b. SecureWorks will not be undertaking any management any of the devices subject to this service for intrusions, compromises, or any other unauthorized activity. Client is solely responsible for acting upon the events and alerts presented to Client for the devices subject to this service. SecureWorks shall not have any liability or responsibility in connection with or arising out of in Client's actions, failure to act or delay in acting on such events and/or alerts as and when presented.
- c. SecureWorks may schedule maintenance outages with 24 hours notice to designated Client contacts.
- d. The SLAs set forth herein are subject to the following terms, conditions and limitations:
 - i. The SLAs shall not apply during scheduled maintenance outages and therefore are not eligible for any Agreement credit.
 - ii. The SLAs shall not apply in the event of any Client-caused service outage that prohibits or otherwise limits SecureWorks from providing the service, delivering the service level Agreement or managed service descriptions, including but not limited to, misconduct, negligence, inaccurate or incomplete information, modifications made to the services, or modifications made to any monitored hardware or software devices by the Client. This includes issues caused by Client's employees, agents, or third parties.
 - iii. Furthermore, the SLAs shall not apply to the extent Client does not fulfill and comply with its obligations and interdependencies set forth above.
- e. The Client will automatically receive credit for any failure to meet the SLAs outlined above, as well as notification of such credit, within 30 days of the incident. Client may also send a request via the help desk tool in the SecureWorks Client Portal to apply for a credit if Client feels that the SLA has not been fulfilled. This request must be submitted within thirty (30) days of the claimed SLA failure. SecureWorks will research the request and respond to Client within thirty (30) days from the date of the request. The total amount credited to a Client in connection with the above SLA in any calendar month will not exceed the service fees paid by Client for such month for such service. Except as otherwise expressly provided, the remedies set forth above shall be Client's exclusive remedy for failure to meet the foregoing SLAs.



INVOICE

P.O. Box 534583 Tel: 404.486.4489
Atlanta, GA 30353-4583 Fax: 404.929.1810

Contract # 0000004511

Invoice	CNT0000404
Date	7/10/2008
Page	1

Bill To:

Lehman Brothers 70 Hudson Street, 10th Floor Jersey City NJ 07302-4585
--

Attn: David Ritenour

Ship To:

Lehman Brothers 70 Hudson Street, 10th Floor Jersey City NJ 07302-4585
--

Attn: David Ritenour

Pivotal Order No.	Customer ID	Customer PO #	Shipping Method	Payment Terms	Req Ship Date	Master No.
Sofrax Inv: 3599	1153			Due on Receipt	7/28/2008	657
Ordered	Shipped	Item Number	Description		Unit Price	Ext. Price
7	7	SERVICES ""	MIDS-MB-1-29474-5/9/2008-8/8/2008		\$1,515.14000	\$10,605.99

Subtotal	\$10,605.99
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$10,605.99



INVOICE

Contract # 000003300

P.O. Box 534583 Tel: 404.486.4489
Atlanta, GA 30353-4583 Fax: 404.929.1810

Invoice	CNT0004634
Date	8/29/2008
Page	1

Bill To:

Ship To:

Lehman Brothers 70 Hudson Street, 10th Floor Jersey City NJ 07302-4585 Attn: David Ritenour
--

Lehman Brothers 70 Hudson Street, 10th Floor Jersey City NJ 07302-4585 Attn: David Ritenour
--

Pivotal Order No.	Customer ID	Customer PO #	Shipping Method	Payment Terms	Req Ship Date	Master No.
Pivotal: 12605	1153			Due on Receipt	8/29/2008	5,531
Ordered	Shipped	Item Number	Description	Unit Price	Ext. Price	
5	5	SERVICES ""	MIDS-100MB-TIER4-Monitored IDS an:8/8/08-9/7/08	\$505.05000	\$2,525.25	

Subtotal	\$2,525.25
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$2,525.25



P.O. Box 534583 Tel: 404.486.4489
 Atlanta, GA 30353-4583 Fax: 404.929.1810

INVOICE

Contract # 0000004511

Invoice	CNT0004640
Date	8/29/2008
Page	1

Bill To:

Lehman Brothers
 70 Hudson Street, 10th Floor
 Jersey City NJ 07302-4585

 Attn: David Ritenour

Ship To:

Lehman Brothers
 70 Hudson Street, 10th Floor
 Jersey City NJ 07302-4585

 Attn: David Ritenour

Pivotal Order No.	Customer ID	Customer PO #	Shipping Method	Payment Terms	Req Ship Date	Master No.
Softrax Inv: 3599	1153			Due on Receipt	8/29/2008	5,539
Ordered	Shipped	Item Number	Description	Unit Price	Ext. Price	
7	7	SERVICES ***	MIDS-MB-1-Monitored IDS and IPS:8/9/08-9/8/08	\$505.05000	\$3,535.33	

Subtotal	\$3,535.33
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$3,535.33



P.O. Box 534583 Tel: 404.486.4489
 Atlanta, GA 30353-4583 Fax: 404.929.1810

INVOICE

Contract # 0000003300

Invoice	INV0000100
Date	7/2/2008
Page	1

Bill To:

Lehman Brothers
 70 Hudson Street, 10th Floor
 Jersey City NJ 07302-4585

 Attn: David Ritenour

Ship To:

Lehman Brothers
 70 Hudson Street, 10th Floor
 Jersey City NJ 07302-4585

 Attn: David Ritenour

Pivotal Order No.	Customer ID	Customer PO #	Shipping Method	Payment Terms	Req Ship Date	Master No.
Pivotal: 12605	1153			Due on Receipt	7/28/2008	652
Ordered	Shipped	Item Number	Description	Unit Price	Ext. Price	
5	5	SERVICES ***	MIDS-100MB-TIER4-Monitored IDS an-5/8/2008-8/7/2008	\$1,515.15000	\$7,575.75	

Subtotal	\$7,575.75
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$7,575.75

PLEASE FOLD THIS SHIPPING DOCUMENT IN HALF AND PLACE IT IN A WAYBILL POUCH AFFIXED TO YOUR SHIPMENT SO THAT THE BARCODE PORTION OF THE LABEL CAN BE READ AND SCANNED. ***WARNING: USE ONLY THE PRINTED ORIGINAL LABEL FOR SHIPPING. USING A PHOTOCOPY OF THIS LABEL FOR SHIPPING PURPOSES IS FRAUDULENT AND COULD RESULT IN ADDITIONAL BILLING CHARGES, ALONG WITH THE CANCELLATION OF YOUR FEDEX ACCOUNT NUMBER.

From: Origin ID: MYRA (843) 903-4376
CALLAANDRUS
SECUREWORKS
4033 BELLE TERRE BLVD.

MYRTLE BEACH, SC 29579



CLS650107/21/23

Ship Date: 19SEP08
ActWgt: 1.0 LB MAN
System#: 221380/CAFE2358
Account#: S 211363312

Delivery Address Bar Code



SHIP TO: (843) 903-6472 BILL SENDER
LEHMAN BROTHERS HOLDINGS CLAIMS PRO
EPIQ BANKRUPTCY SOLUTIONS, LLC
757 THIRD AVENUE 3RD FLOOR

NEW YORK, NY 10017

Ref #
Invoice #
PO #
Dept #

PRIORITY OVERNIGHT

MON

TRK# **9187 0712 1159**

FORM
0201

Deliver By:
22SEP08

EWR A1

10017 -NY-US

XA OGSA

