



SERVICE AGREEMENT FOR RSA MYACCESSLIVE SERVICE

THIS SERVICE AGREEMENT FOR THE RSA MYACCESSLIVE SERVICE ("**AGREEMENT**") IS EFFECTIVE AS OF THE DATE OF THE CUSTOMER'S SIGNED ACCEPTANCE OF THE APPLICABLE QUOTATION MAKING REFERENCE TO THIS AGREEMENT.

ANY AND ALL REFERENCES TO "**CUSTOMER**" SHALL BE DEEMED TO MEAN THE CUSTOMER SET FORTH IN AN APPLICABLE QUOTATION.

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE INDIVIDUAL PERSON OR THE ENTITY THAT THE INDIVIDUAL REPRESENTS THAT HAS OBTAINED THE SOFTWARE AND HARDWARE FOR ITS INTERNAL PRODUCTIVE USE AND NOT FOR OUTRIGHT RESALE) (THE "**CUSTOMER**") AND RSA (WHICH MEANS (I) IF CUSTOMER IS LOCATED IN THE UNITED STATES, MEXICO OR SOUTH AMERICA, THEN THIS IS A LEGAL AGREEMENT BETWEEN THE CUSTOMER AND RSA WITH "RSA" MEANING RSA SECURITY LLC. IF CUSTOMER IS LOCATED OUTSIDE OF THE UNITED STATES, MEXICO OR SOUTH AMERICA, THEN THIS IS A LEGAL AGREEMENT BETWEEN THE CUSTOMER AND RSA, WITH "RSA" MEANING (II) THE LOCAL RSA SALES SUBSIDIARY, IF CUSTOMER IS LOCATED IN A COUNTRY IN WHICH RSA DOES BUSINESS THROUGH A LOCAL RSA SALES SUBSIDIARY; (III) IF CUSTOMER IS LOCATED IN A COUNTRY IN WHICH RSA DOES NOT HAVE A LOCAL SALES SUBSIDIARY, THE LOCAL DELL OR EMC ENTITY AUTHORIZED BY RSA ON THE RSA QUOTE OR OTHER RSA ORDERING DOCUMENT; OR (IV) RSA SECURITY & RISK IRELAND LIMITED (IF CUSTOMER IS LOCATED IN A COUNTRY IN WHICH NEITHER RSA SECURITY LLC NOR DELL EMC HAS A LOCAL SALES SUBSIDIARY).

THIS AGREEMENT SETS FORTH THE GENERAL TERMS AND CONDITIONS UNDER WHICH RSA WILL PROVIDE AND CUSTOMER WILL RECEIVE THE MYACCESSLIVE SERVICE.

1. **DEFINITIONS.** The following terms shall have the definitions below or set forth elsewhere herein.
 - "**Customer's Data**" means any electronic data or information submitted by Customer to the Service.
 - "**Identity**" means any user identity loaded into the Service which can be governed using any of the features of the Service, including Customer's current and past employees and contractors.
 - "**Fee**" means the fee for the use of the Service which is invoiced in advance and which is calculated as detailed in the applicable Quote.
 - "**Quote**" or "**Quotation**" means one or more documents issued by RSA specifying the Service that Customer seeks to obtain from RSA, the related pricing and sufficient other information to complete the transaction. The Quote incorporates this Agreement by reference.
 - "**Service(s)**" means the selected components of RSA's MyAccessLive service as set forth on a Quote.
 - "**Service Fee**" means the service fee stated in the mutually executed Quote for the Service.
 - "**User Guide**" means the online user guide and help for the Service, accessible via RSA's support portal, as updated from time to time.

2. **SERVICES.**
 - a. So long as the Customer is current on the payment of any and all applicable amounts due to RSA hereunder, RSA will provide to Customer, for the term of Agreement, on a non-exclusive and non-transferable basis, the Service.
 - b. The parties may jointly develop an implementation plan for the Service which will be set out in a separate statement of work (the "**Implementation SOW**"). The Implementation SOW will detail the final delivery project scope and the specification will detail the final Customer specific configuration of the Service. The parties will cooperate as reasonably necessary and in a timely manner to complete the installation process described in the Implementation SOW. If applicable, the fee in respect of such Implementation SOW will be set forth therein or on the Quote and is exclusive of reasonable travel and living expenses.
 - c. In consideration of the Service rendered under this Agreement, Customer shall pay RSA the Service Fee together with any other fees and expenses as set forth in the applicable mutually signed Quote. Customer shall reimburse RSA for travel and other usual and customary expenses incurred by RSA's personnel in connection with this Agreement.
 - d. RSA shall: (i) use commercially reasonable efforts to make Service available 24 hours a day, 7 days a week, except for: (a) scheduled maintenance or planned downtime with reasonable notice or (b) unavailability caused by circumstances beyond RSA's control, including without limitation, civil unrest, acts of terror, acts of God,

acts of government, floods, fires, earthquakes, strikes or other labor problems (other than those involving RSA's employees), Internet service provider failures or delays, or denial of service attacks, and (ii) provide Service in accordance with applicable laws and government regulations.

- (a) Customer shall (i) be responsible for Customer's and Customer's users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Customer's Data and of the means by which Customer acquired Customer's Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify RSA promptly of any such unauthorized access or use, (iv) use the Service only in accordance with the User Guide and applicable laws and government regulations, and (v) be responsible for obtaining and maintaining all telephone, computer hardware, Internet access services and other equipment or services needed to access and use the Service and all costs and fees associated therewith. Customer shall not create duplicate accounts or make the Service available to anyone Customer, (b) sell, resell, rent or lease the Service or create a service bureau using the Service, (c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (e) attempt to gain unauthorized access to the Service or their related systems or networks.
- e. Subject to the limited rights granted by Customer under the Agreement, RSA acquires no right, title or interest from Customer or Customer's licensors hereunder in or to Customer's Data, including any intellectual property rights therein. Customer's Data will be treated as Confidential Information. Upon termination of the Service, RSA will provide Customer with reasonable access to retrieve Customer's Data.

3. TERM & TERMINATION.

- a. This Agreement and the Services shall commence on the date of the applicable Quote and shall remain in effect for the period specified in the Quote date (the "**Initial Term**") unless sooner terminated by a party hereto in accordance with the Agreement. The Services shall automatically renew for additional one (1) year terms (each a "**Renewal Term**") unless either party sends the other written notice of termination at least sixty (60) days prior to the end of the Initial Term or the applicable Renewal Term in which case this Agreement shall terminate at the end of the Initial Term or such Renewal Term. The Initial Term and the Renewal Term are referred to together as the "**Term**".
- b. Either party may notify the other in writing in case of the other's alleged breach of a material provision of this Agreement. The recipient shall have thirty (30) days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the Agreement, which notice shall take effect upon receipt.
- c. Upon termination of the Agreement, Customer shall promptly return to RSA, or destroy and certify in writing to RSA, that it has destroyed the original and all copies, in whole or in part, in any form, of the Documentation, and any other Confidential Information disclosed by RSA under the Agreement. Termination of the Agreement shall not discharge any payment obligations accrued as of the effective date of such termination even if such obligations are payable after the termination date. Upon any termination of this Agreement, Sections , 4, 5, and 9 hereof shall survive in accordance with their terms.

4. OWNERSHIP, INTELLECTUAL PROPERTY RIGHTS AND LICENSE.

- a. RSA shall retain and own all right, title and interest and all Intellectual Property in and to the Services and nothing herein transfers or conveys to the Customer any ownership right, title or interest in or to the Service or any license right with respect to same not expressly granted herein. As used herein, "**Intellectual Property**" shall include, without limitation, copyrights, trade-secrets, service names, trademarks (including the RSA Marks), trade-names, domain names, patents, know-how, formulation, data, technology, designs, inventions, improvements, discoveries, processes, models or sales, financial, contractual and marketing information and all other intellectual or industrial property and like rights whether or not registered and the applications thereof;
- b. Subject to the terms and conditions of this Agreement, RSA hereby grants Customer a non-exclusive, non-transferable right to access and use the Service during the applicable Term, in accordance with the instructions contained in the Documentation and subject always to the scope and pricing specified in the applicable Quote.
- c. Customer acknowledges that in providing the Services, RSA may utilize (i) the RSA name, the RSA logo, the RSA domain name, the product names associated with the Services and other trademarks; (ii) certain methodology, information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, look and feel of the Services and other tangible or intangible technical material or information (collectively "RSA Technology") and that the RSA Technology is the exclusive property of RSA, contains valuable trade secrets and Confidential Information of RSA, and is covered by Intellectual Property rights owned or licensed by RSA. Other than as expressly set forth in this Agreement, no license or other rights in the RSA Technology or the Services are granted to Customer, and all such rights are hereby expressly reserved. Nothing contained in this Agreement shall be deemed to convey to Customer any right, title or interest in or to the Services or data therein or the RSA Technology, except to the extent of the limited license granted in this Agreement.
- d. Customer shall not (i) modify, copy or make derivative works based on the RSA Technology or the Services; (ii) disassemble, reverse engineer, or decompile any of the RSA Technology; or (iii) sell, sublicense, transfer or

- make available the RSA Technology or the Services to any third parties.
- e. RSA shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Customer's users, relating to the operation of the Service.

5. CONFIDENTIALITY.

- a. **"Confidential Information"** means the terms of this Agreement and all confidential and proprietary information of RSA or Customer, including without limitation all business plans, product plans, financial information, software, designs, formulas, methods, know how, processes, materials provided to Customer in the course of performing Services under this Agreement, and technical, business and financial data of any nature whatsoever (including, without limitation, any marketing, pricing and other information regarding the Services), provided that such information is marked or designated in writing as "confidential," "proprietary," or any other similar term or designation. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without obligation of confidentiality prior to receipt from the disclosing party; (ii) a matter of public knowledge through no fault of the receiving party; (iii) rightfully furnished to the receiving party by a third party without restriction on disclosure or use; or (iv) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement, and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period from the date hereof until three (3) years following the later of (i) the termination date of this Agreement or (ii) the last date of the completion or other termination of Services under this Agreement entered into hereunder, provided, however, that Confidential Information that constitutes, contains or reveals, in whole or in part, RSA proprietary rights shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, a receiving party may disclose Confidential Information pursuant to a valid order of a court or authorized government agency provided that the receiving party has given the disclosing party prompt notice, to the extent legally permissible, so that the disclosing party will have an opportunity to defend, limit or protect against such disclosure.
- b. RSA may identify Customer for reference purposes unless and until Customer expressly objects in writing.
- c. Customer may not disclose the results of any performance tests of a Service to any third party without RSA's prior written approval. Notwithstanding the foregoing, (i) RSA may disclose Customer Confidential Information to an Affiliate or contractor (who is under an obligation of confidentiality) for the purpose of fulfilling RSA's obligations or exercising RSA's rights hereunder so long as RSA and its Affiliates comply with the confidentiality obligations above.
- d. The Parties do not intend to disclose to one another hereunder information that would be covered by the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act of 1996 or similar privacy legislation within or outside of the United States. Accordingly, neither Party shall disclose to the other hereunder any of the following information regarding either Party's employees, customers, suppliers or other business partners: protected health information (as defined at 45 CFR 164.501), social security numbers, driver's license numbers, credit card numbers or similar government identity numbers or personal financial account numbers (herein "Non Public Personal Information").

6. **INVOICING & PAYMENT.** The Service Fee is invoiced in advance of the applicable Term. RSA shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified herein. Customer will also pay all related taxes and withholdings, except for those based on RSA's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to RSA. Subject to RSA's credit approval, all amounts are due in the currency stated on the invoice and in full 30 days after the date of RSA's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate.

7. WARRANTY.

- a. RSA shall perform the Service (i) in a workmanlike manner and in accordance with generally accepted industry standards and (ii) substantially in accordance with the Documentation for such Service. Customer must notify RSA of any failure to so perform within ten (10) days after the date on which such failure first occurs. If RSA is unable to correct and/or re-perform the Service within a reasonable time, then RSA's entire liability and Customer's exclusive remedy for failure to so perform shall be at Customer's sole option and upon written notice to RSA, termination of the Agreement forthwith and RSA shall refund the remainder of any unused fees paid in advance by Customer for the affected Service and which remain undelivered as of the termination date.
- b. **DISCLAIMER.** RSA DOES NOT GUARANTEE THE QUALITY OR CONDITION OF THE SERVICE AND RSA DOES NOT GUARANTEE THAT SERVICE WILL BE AVAILABLE ONE HUNDRED PERCENT (100%) OF THE TIME. RSA'S PERFORMANCE OF THE SERVICE DOES NOT AND SHALL NOT CONSTITUTE ANY REPRESENTATION OR WARRANTY BY RSA REGARDING THE SECURITY OF CUSTOMER'S COMPUTER SYSTEM, INCLUDING BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY REGARDING PROTECTION AGAINST INTRUSIONS, VIRUSES, OR ANY OTHER SECURITY THREATS. .
- c. Disclaimer and Exclusions. Except as expressly stated in Section 7(A) above, RSA (including its suppliers, subcontractors, employees and agents) provides Services "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING,

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. NOTHING HEREIN IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY BY RSA TO ANY THIRD PARTY, (INCLUDING END USERS), DIRECTLY OR AS A THIRD PARTY BENEFICIARY, WITH RESPECT TO ANY OF THE SERVICES PROVIDED HEREUNDER.

8. **INDEMNITY.** Customer shall defend RSA against any claim, demand, suit or proceeding made or brought against RSA by a third party alleging that Customer's Data, or Customer's use of the Service, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against RSA"), and shall indemnify RSA for any damages, attorney fees and costs finally awarded against RSA as a result of, or for any amounts paid by RSA under a court-approved settlement of, a Claim Against RSA; provided that RSA (a) promptly gives Customer written notice of the Claim Against RSA; (b) gives Customer sole control of the defense and settlement of the Claim Against RSA (provided that Customer may not settle any Claim Against RSA unless the settlement unconditionally releases RSA of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.
9. **LIMITATION OF LIABILITY.**
 - a. RSA'S TOTAL LIABILITY (INCLUDING THE LIABILITY OF ANY SUPPLIER, SUBCONTRACTOR, EMPLOYEE OR AGENT OF RSA), AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY RSA'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (i) US\$1,000,000, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; AND (ii) THE PRICE PAID BY CUSTOMER TO RSA FOR THE SPECIFIC SERVICE FROM WHICH SUCH CLAIM ARISES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM HEREUNDER, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE BUT NOT OTHERWISE EXCLUDED HEREUNDER.
 - b. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF RSA PROPRIETARY RIGHTS (INCLUDING ANY LICENSE GRANTED THEREUNDER) OR CLAIMS FOR INDEMNITY ARISING UNDER SECTION 7 (IP INDEMNITY), NEITHER CUSTOMER NOR RSA (INCLUDING RSA'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES AND AGENTS) SHALL (i) HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (ii) BRING ANY CLAIM BASED ON ANY SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.
10. **GOVERNMENT REGULATIONS.** The Services and any technology delivered in connection therewith pursuant to this Agreement may be subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Services and technology may be provided or located; (iii) disclosures of technology to foreign persons; (iv) exports from abroad of derivative products thereof; and (v) the importation and/or use of such technology included therein outside of the United States (collectively, "**Export Laws**"). Diversion contrary to U.S. law is expressly prohibited. Customer shall, at its sole expense, comply with all Export Laws and RSA export policies made available to Customer by RSA. Customer represents that it is not a Restricted Person, which shall be deemed to include any person or entity: (1) located in or a national of Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other countries that may, from time to time, become subject to U.S. export controls for anti-terrorism reasons or with which U.S. persons are generally prohibited from engaging in financial transactions; or (2) on any restricted person or entity list maintained by any U.S. governmental agency. Certain information, Services or technology may be subject to the International Traffic in Arms Regulations. This information, Services or technology shall only be exported, transferred or released to foreign nationals inside or outside the United States in compliance with such regulations. Certain information, products or technology may be subject to the International Traffic in Arms Regulations ("ITAR"). This information, products or technology shall only be exported, transferred or released to foreign nationals inside or outside the United States in compliance with ITAR. RSA provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with RSA to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.
11. **NOTICES.** Any notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; (iv) by facsimile transmission with confirmation of receipt; or (v) by email, with confirmation of receipt. Notices shall be sent to the address, facsimile number or email address set forth above, or at such other address, facsimile number or email address as provided to the other party in writing.
12. **INDEPENDENT CONTRACTORS.** The parties shall act as independent contractors for all purposes under this

Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

13. MISCELLANEOUS. This Agreement (i) shall constitute the complete statement of the agreement of the parties with regard to the subject matter hereof and (ii) may be modified only by a writing signed by authorized representatives of both parties. Except for the payment of fees, neither party shall be liable under this Agreement because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. RSA shall not be liable under this Agreement because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide timely access to facilities, space, power, documentation, networks, files, software, and Customer personnel that are reasonably necessary for RSA to perform its obligations. Neither party may assign this Agreement to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent shall not be required if (i) either party assigns this Agreement to a separate entity in connection with a merger, acquisition, or sale to such other separate entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party. Nothing herein shall limit RSA's right to assign its right to receive and collect payments hereunder. This Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules. The Parties hereby: (1) irrevocably commit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for the purpose of any suit, action or proceeding arising out of this Agreement, the subject matter hereof or any of the transaction contemplated hereby brought by either Party or its successors or assigns; (2) waives, and agrees not to assert, by way of motion, as a defense or otherwise, in such suit, action or proceeding, to the fullest extent permitted by applicable law, that the suit, action or proceeding is brought in an inconvenient forum, that the venue or the suit, action or proceeding is improper, that that this Agreement, or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by such courts; (3) waives the right to trial by jury of any suit, action or proceeding; and (4) waives any right, claim, or entitlement to any punitive or exemplary damages whatsoever, except as otherwise provided in this Agreement. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement, shall be null and void and of no legal force or effect. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected. Each Party will comply with all applicable laws and will obtain, and will maintain in full force and effect, all licenses, permits, approvals, and other authorizations that are necessary or required to perform its obligations under this Agreement. The titles and headings of the Sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions of this Agreement. This Agreement has been drawn up in and shall be construed in accordance with the English language.