

# RSA UNITS OF MEASURE AND SOFTWARE USE

RSA software products (“Software”) are licensed by RSA to customers who order 1) directly from RSA (“Direct End-Users”) under a signature-bearing agreement between RSA or the applicable EMC affiliate and the Direct End-User, 2) under the terms of an End-User License Agreement, which applicable agreements are currently at: <https://www.rsa.com/en-us/company/standard-form-agreements> (“EULA”) that is between RSA or the applicable EMC Corporation affiliate and the entity making productive use of the Software, or 3) through channel partners under the terms of a EULA that is between RSA or the applicable EMC affiliate and the entity making productive use of the Software (collectively the “Governing Agreement”). The information in this Units of Measure and Software Use Rights document is provided to further define the license rights and limitations for Software products.

RSA Software is licensed via a Unit of Measure used to quantify the scope of license rights and applicable restrictions based on a particular licensing model for such RSA Software. Some agreements, schedules, or quotes refer to the UOM as a “license unit” or such other similar term. Use of the RSA Software beyond the scope of the rights granted requires additional or modified license grants, and additional payment of applicable license and maintenance fees.

- **Appliance (APP).** An appliance is the Hardware provided to customer which has been loaded with the RSA Software.
- **Central Processing Unit (CPU).** RSA Software licensed on a “per CPU” basis means the maximum number of CPUs upon which a customer may install and use this RSA Software. A CPU is a single central processing unit within a computer system.
- **Concurrent (CNC).** RSA Software licensed on a “per concurrent User” or “per concurrent client connection” basis means the maximum number of Users or client connections that may concurrently use or access the RSA Software.
- **Database (DB).** RSA Software licensed on a “per Database” basis means the maximum number of Databases with which a customer may use the RSA Software. A “Database” is a data repository managed by a Server.
- **Field of Use (FOU).** RSA Software licensed on a “Field of Use” basis is licensed with a license restriction on a field of use, number of users, servers, platforms, or other restrictions. A “Field of Use” is defined as a license restriction as outlined in a schedule, or quote subject to the terms and conditions of the Governing Agreement.
- **File System (FS).** RSA Software licensed on a “per file system” basis means each file server to be encrypted. Separate licenses for production and development systems are required.
- **Instance (INST).** RSA Software licensed on a “per Instance” basis means the maximum number of individual installations of an RSA Software application, or “Instances,” a customer may use at the same time in a production environment. For each Instance of the RSA Software licensed for production use, the customer will receive the right to use two (2) additional Instances in non-production use (including standby/development/disaster recovery). License fees for additional Instances (both production and non-production) will be quoted on request.
- **Number of Connections.** RSA Software licensed on a “Number of Connections” basis means the RSA Software is licensed per connection between each computer FIM connects to.
- **Server (SVR/SRVR).** RSA Software licensed on a “per server” basis means the maximum number of physical servers on which you may install and use the RSA Software.
- **User (USR).** RSA Software licensed on a “per User” basis (sometimes referred to as a per “seat”) basis means the maximum number of Users that may be authorized to use or access the RSA Software, regardless of whether such Users are actively using or accessing the RSA Software at any given time. Except as otherwise agreed in an applicable Governing Agreement, schedule, or quote, “User” means a customer’s agents, employees, consultants, or independent contractors authorized by customer to use the RSA Software on customer’s behalf to support customer’s internal business purpose.

## **ADDITIONAL INFORMATION**

**Additional terms applicable to all RSA Products:** RSA may identify customer for reference purposes and use customer's logo in its marketing material.

**Restrictions on use of RSA SecurID solution:** For all purposes under the Agreement, token records to RSA SecurID authenticators shall be deemed RSA Software and be subject to the restrictions on transferability set forth in Section 4(c) of the EULA.

**Restriction on Use of RSA Authenticators:** Customer shall use the RSA authenticators only to authenticate to RSA Software. Customer shall not use any hardware cards, tokens, or other devices not provided by RSA to authenticate to the RSA Software, unless otherwise authorized by RSA in writing.

**If Customer is licensing any RSA Software on a term basis, the following provisions shall apply:**

Software License Term: Notwithstanding anything to the contrary in the quote or the Governing Agreement(s), whether stated in a section entitled "Grant of License" or elsewhere, no perpetual licenses are granted to customer for the use of the RSA Software and the following provisions shall apply:

No rights of termination for convenience will apply during the initial term or any renewal term and any provisions to the contrary in the applicable Governing Agreement(s) will be deemed amended to give effect to this provision. The license rights granted hereunder shall not survive termination of the Governing Agreement(s) and such Agreement(s) are deemed amended to give effect to this provision.

**RSA's right to collect System Data:**

In certain circumstances, RSA collects data from customer installations of RSA products for purposes including but not limited to accurate billing of product usage and to maintain and improve RSA products ("System Data"). RSA collection and use of such System Data is detailed in the applicable product's documentation.

By proceeding with installing and using the applicable RSA products, your company hereby consents and grants to RSA a license to collect System Data from your company's installation and use of the applicable RSA product, for RSA to use such data for all reasonable and necessary purposes. RSA does not collect or use personally identifiable information in the System Data. Where possible based on the reason for RSA's collection of the System Data, your company may terminate RSA's collection of System Data at any time by disabling the System Data feature if available, in the applicable RSA product.

**RSA's right to use customer feedback related to RSA's products:**

For any feedback customer provides to RSA about RSA products and/or services, customer hereby irrevocably assigns to RSA all intellectual property rights customer may have in such feedback. If any rights in feedback are not assignable to RSA for any reason, Customer hereby grants to RSA, its Affiliates and their successors a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, perpetual and irrevocable license, under all of customer's intellectual property rights in the feedback, for RSA and its affiliates to implement and use the feedback.

**Additional terms applicable to RSA Archer Software:**

RSA Archer Products are priced to customers based on the total number of Employees in customer's organization identified on the quotation or other ordering document ("Employee Count"). "Employees" are defined as individuals who work for Customer in any capacity, including but not limited to Customer's agents, employees, consultants, and independent contractors. In the event the total number of Customer's Employees exceeds the number set forth on the applicable quote or other ordering document at any time, RSA may require customer to make additional payment of applicable license and maintenance fees. If Customer's Employee Count increases by more than five percent (5%) over the Employee Count identified on the quotation or other ordering document, then Customer agrees to promptly, but no later than thirty (30) days following the increase in Employee Count, purchase additional licenses(s) to become compliant with such expanded Employee Count. Customer shall, upon RSA's request and not more than once every twelve

(12) months, validate the Customer's Employee Count to RSA in writing. Moreover, for the initial Instance of the RSA Archer Product licensed for on premise production use, the Customer will receive the right to use two (2) additional Instances in non-production use (including standby/development/disaster recovery). RSA will quote additional production and non-production instances to Customer upon request.

Customer's use of Archer shall be limited to the use cases identified on the quote or other ordering document in description of the Archer Product as set forth in the Stock Keeping Unit ("SKU") reference, product description, or otherwise.

**If Customer is purchasing Archer hosting services, then the following provision shall apply:**

Archer hosting services shall be governed by the Archer Application Hosting Schedule currently located at <https://www.rsa.com/content/dam/rsa/PDF/archer-application-hosting-schedule.pdf>.

For each Instance of the RSA Software licensed for production use, the customer will receive the right to use one (1) additional Instances in non-production use (including standby/development/disaster recovery). License and hosting fees for additional Instances (both production and non-production) will be quoted on request.

Customer understands that Microsoft is an intended third party beneficiary of the Hosting Schedule, solely as it relates to Customer's use of the products, with the right to enforce provisions of the Hosting Schedule and to verify the compliance of the Customer. Customer agrees that it cannot use the products in any application or situation where the product(s) failure could lead to death or serious bodily injury of any person or to severe physical or environmental damage.

**RSA Archer Diagnostics and System Data License (version 6.3 and successor releases)**

By proceeding with installing and using RSA Archer, your company hereby consents and grants to RSA a license to collect Diagnostics and System Data from your company's installation and use of the RSA Archer software, for RSA to use such data to assist us in improving your user experience and the applicable software application and other RSA products and services. Specific information about RSA's collection of Diagnostics and System Data is set forth in the applicable RSA Archer Product Documentation. RSA does not collect or use personally identifiable information in the Diagnostics and System Data. Your company may terminate RSA's collection of Diagnostics and System Data at any time by disabling the Diagnostics and System Data feature in the RSA Archer Control Panel in the software. Instructions to enable or disable the RSA Diagnostics and System Data feature are available in the applicable RSA Archer software's User Guide.

**If Customer is licensing RSA Archer Cyber Risk Quantification service, the following terms only shall govern such purchase:** the RiskLens Terms of Service, available at: <http://rsa.risklens.com/tos/>.

**Additional Terms Applicable to RSA Netwitness Suite Products:**

If Customer is purchasing RSA Netwitness Suite Products, the following provisions shall apply:

RSA may use all or any portion of information and knowledge gained by RSA in connection with such products, including, without limitation, such information and knowledge regarding attacker and beacon activity, to improve hardware, software, and/or services. RSA may also share it with others, such as hardware and software vendors who may use it to improve how their products interoperate with or support RSA products or services.

All RSA Netwitness versions 10.6 or newer shall automatically report data regarding Customer Usage Metrics and version of RSA Netwitness Suite deployed in Customer's environment to RSA as well as de-identified and anonymized information regarding threat intelligence. This data shall be protected in accordance with the applicable license agreement. All such data shall be anonymized and shall not have any Personally Identifiable Information. Customers may opt-out of sharing de-identified and anonymized information regarding threat intelligence in the RSA-Live Connect options or by contacting Customer Care.

**Additional Terms Applicable to RSA Adaptive Authentication On-Premise Product:**

If customer licenses the RSA Adaptive Authentication On-Premise Product, the provisions set forth on Schedule 1 to License Agreement for RSA On-Premise Adaptive Authentication, currently located at <https://www.rsa.com/content/dam/rsa/PDF/eula-on-premise-aa.pdf> shall apply.

**Restrictions on use of RSA Data Access Governance (“DAG”) solution:**

**StealthAUDIT Management Platform**

StealthBIT's StealthAUDIT Management Platform software is a component of the RSA Data Access Governance (“DAG”) module and such software is licensed only with a certain subset of features contained therein, and such licensed features may only be used with the RSA software, and solely to provide customers with unstructured data collection for access and permissions capabilities for to establish an unstructured data entitlement catalog for RSA's Identity Lifecycle & Governance platform.

1. 1. File Sys / NAS
2. 2. On-premise versions of Sharepoint
3. 3. Unix Shares

Use of the StealthAUDIT Management Platform software is restricted to the collection and analysis of relevant on-premise based Active Directory, File System, and on-premise based SharePoint data only. The use of that data is limited and restricted to the functions RSA's product provides, and cannot be used for any other purpose.

Customer does not have license rights to use any additional modules, features or functionality of the StealthAUDIT Platform software regardless of whether access is readily available or may be obtained.

Support is not available for any additional module, features or functionality of the StealthAUDIT Management Platform outside of the licensed use.

**Add-on Modules**

StealthBIT's Activity Monitoring, AIC and Reports modules are available as an add-on feature, and are not included in the license to the limited feature version of the StealthAUDIT Management Platform. If purchased as an add-on feature, the use of RSA Activity Monitoring add-on module is restricted to monitoring on-premise based File System and SharePoint usage

**If customer is purchasing RSA SecurID Access Software or RSA Adaptive Authentication Software to use in the Microsoft Windows Azure environment the following schedule shall apply:**

Customer's use of the RSA SecurID Access Software or the RSA Adaptive Authentication Software in the Windows Azure environment managed by RSA shall be governed by the Cloud Services Schedule located at <https://www.rsa.com/content/dam/rsa/PDF/cloud-service-eula-azure.pdf>.

**EMC Select for RSA or Brokerage Products:**

Periodically, RSA may offer to supply or license certain products that are made by a third party manufacturer/supplier and not RSA. Some of such products may be specifically identified on a quote as “EMC Select for RSA Products”. Other such third party manufacturer/supplier products may be provided by RSA on a case-by-case basis in response to a customer request (“Brokerage Products”), and will be identified on a quote using “Brokerage” or a similar descriptor. Notwithstanding any other provisions to the contrary, EMC Select for RSA Products and Brokerage Products are subject to the standard license, warranty, indemnity or support terms of the third party manufacturer/supplier (collectively referred to as “Third Party Terms”), or an applicable agreement between customer and such manufacturer/supplier and are otherwise provided by RSA on an “AS IS” basis. RSA shall assist customer to obtain such third party terms from the third party manufacturer by providing registration information to such third party. Customer shall not bring any warranty or indemnity claims against RSA in relation to EMC Select for RSA Products or Brokerage Products. In no event shall RSA be liable to customer for any damages that in any way arise out of or relate to any EMC Select for RSA Products or Brokerage Products.