



CLOUD SERVICES SCHEDULE

***** IMPORTANT INFORMATION – PLEASE READ CAREFULLY *****

This service uses computer programs and other proprietary material and information that is owned or licensed by Microsoft. The use of which is subject to and expressly conditioned upon acceptance of this Cloud Services Schedule (the “Cloud Schedule”).

This Cloud Schedule is subject to the: (i) the End User License Agreement for RSA Products; (ii) Maintenance Agreement for RSA Products; and (iii) where applicable the RSA Adaptive Authentication License Schedule (for deployment in a cloud environment) (“License Schedule”), all located at <https://www.rsa.com/en-us/standard-form-agreements> and the terms of which are incorporated herein by reference (collectively referred to as the “Agreement”).

This Cloud Schedule is a legally binding document between you (meaning the individual person or the entity that the individual represents that is subscribing to the Services for its internal productive use and not for outright resale) (the “Customer”) and RSA (which means (i) RSA Security LLC, if Customer is located in the United States, Mexico or South America; (ii) the local EMC Corporation sales subsidiary, if Customer is located outside the United States, Mexico or South America and in a country in which EMC Corporation has a local sales subsidiary; and (iii) EMC Information Systems International (“EISI”), if Customer is located outside United States, Mexico or South America and in a country in which EMC Corporation does not have a local sales subsidiary). Unless RSA agrees otherwise in writing, this Cloud Schedule governs Customer’s use of the Services, except to the extent all or any portion of the Services is: (a) the subject of a separate written agreement set forth in a quotation issued by RSA; or (b) governed by a third party licensor’s terms and conditions. Capitalized terms have meaning stated in the Cloud Schedule.

By clicking on the “Agree” or “Accept” or similar button at the end of this Cloud Schedule, or proceeding with the installation, downloading, use or reproduction of the Services, or authorizing any other person to do so, you are representing to RSA that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this Cloud Schedule shall govern the relationship of the parties with regard to the subject matter in this Cloud Schedule and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Cloud Schedule.

If you do not have authority to agree to the terms of this Cloud Schedule on behalf of the Customer, or do not accept the terms of this Cloud Schedule on behalf of the Customer, click on the “Cancel” or “Decline” or other similar button at the end of this Cloud Schedule and/or immediately cease any further attempt to install, download or use this Software for any purpose, and remove any partial or full copies made from this Software.

1. **Definitions.** The defined terms in this Cloud Schedule shall have the definitions set forth immediately below or set forth elsewhere herein. Capitalized words used in this Cloud Schedule and not expressly defined herein will have the meaning stated in the Agreement.

“**Compliance Specifications**” means the Windows Azure compliance specifications located at:

<http://azure.microsoft.com/en-us/support/trust-center/compliance/> or at a successor site that Microsoft identifies.

“**Privacy Specifications**” means the Windows Azure privacy specifications located at:

<http://azure.microsoft.com/en-us/support/trust-center/privacy/> or at a successor site that Microsoft identifies.

“**Security Specifications**” means the Windows Azure security specifications located at:

<http://azure.microsoft.com/en-us/support/trust-center/security/> or at a successor site that Microsoft identifies.

“**Service Level Agreements**” means the Windows Azure service level agreement(s) located at:

<http://www.microsoft.com/windowsazure/sla/> or at a successor site that Microsoft identifies.

The terms of the service level agreements will be fixed for the duration of the initial term of the applicable Agreement, except as applied to any new features that Microsoft may add during this time.

“**Windows Azure Services**” or “**Services**” means one or more of the Windows Azure services or the features as made available to Customer under this Cloud Schedule by Microsoft and identified at:

<http://www.windowsazure.com/en-us/home/features/overview/>

(excluding Windows Azure Marketplace)

2. **Purpose.** This Cloud Schedule enables the Customer to use the RSA software in the Windows Azure environment, an Internet-scale cloud computing and services platform hosted in Microsoft data centers. This Cloud Schedule governs the performance of the Windows Azure Services, in relation to the Software licensed by Customer under the Agreement with RSA. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the terms of the Agreement and this Cloud Schedule, the terms of this Cloud Schedule shall prevail solely with respect to the subject matter hereof. The Software licensed under the Agreement will be implemented by RSA as a multi-tenanted install in an environment which employs shared infrastructure while segregating customer data. Hardware infrastructure components,

including but not limited to firewalls, load balancers, web servers, database servers, and storage equipment are shared across multiple customers. Unless stated otherwise in the specific Software's Documentation Customer data is segmented via the use of separate directories and databases such that there is no co-mingling of customer data. Service levels and operational procedures are standardized for all customers due to the shared nature of the platform. RSA's provision of the Services in this manner is generally referred to in the technology community as "Shared Hosting" or "Platform as a Service".

3. **Authorized Use & Scope of the Services.** For so long as this Cloud Schedule remains in force and subject to the terms and conditions of the Agreement, RSA hereby grants Customer a non-exclusive, non-transferable right to access and use the Services for accessing the Software. The Services shall be performed by Microsoft in accordance with and subject to the following:
- i. the Compliance Specifications,
 - ii. the Privacy Specifications,
 - iii. the Security Specifications, and
 - iv. the Service Level Agreement.

The Customer's access and use of the Software will be subject to all those rights, obligations and restrictions as stated in the Agreement. All rights not expressly granted herein with respect to the Services are reserved by Microsoft. Nothing contained herein shall limit RSA's right to license or otherwise distribute or make available to any third party, develop, use, create derivative works of, or otherwise exploit the Services (and the underlying RSA products and services), in whole or in part.

In the event Customer uses the Microsoft Bing Maps feature in connection with the Services, Customer's use is subject to the Microsoft Bing Maps Terms of Use currently located at <https://www.microsoft.com/maps/assets/docs/terms.aspx/> ("TOU"), or at a successor site that Microsoft identifies. Customer is solely responsible for Customer's compliance with the TOU, and all applicable laws governing use of the Microsoft Bing Maps feature.

4. **Term; Termination.** The initial term of this Cloud Schedule shall commence on the date the applicable RSA Quotation is accepted by the Customer and shall end on the third anniversary of the Software's implementation (the "**Initial Term**"). This Cloud Schedule 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 Cloud Schedule 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**". This Cloud Schedule shall automatically terminate upon the termination of Customer's right to use the Software.
4. **Payment.** Customer shall pay RSA the applicable fees as outlined in the RSA Quotation.
5. **Ownership & License to Customer Data.** As between Customer and RSA, Customer owns and will own all right, title and interest in and to any data provided by Customer to RSA in connection with Customer's use of the Services ("**Customer Data**"). During the Term, Customer grants to RSA a limited, non-exclusive license to use the Customer Data solely for all reasonable and necessary purposes contemplated by the use of the RSA Software and the Services. Customer, not RSA, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Customer Data. RSA shall not be responsible or liable for any deletion, destruction, damage, or loss of any Customer Data that is caused by Customer. RSA reserves the right to withhold, remove and/or discard Customer Data upon 15 days prior written notice for any breach of this Cloud Schedule by Customer, including, without limitation, for any failure by Customer to pay any amounts due under this Cloud Schedule. In the event this Cloud Schedule and/or the Agreement is terminated (other than by reason of Customer's breach), and if Customer so requests at the time of termination, RSA, in its option, will: (i) make available to Customer a file of all Customer Data, or (ii) RSA will delete all Customer Data within RSA's possession within ninety (90) days of termination.
6. **Restrictions on Storage of Regulated Data.** Customer acknowledges and agrees that 1) the Software is not intended or designed to securely host and store any "personal information" that is "sensitive" by nature or deemed "sensitive" by any applicable laws or regulations (such as social security numbers, credit card data, drivers license numbers, national ID numbers, bank account numbers, and health/medical information), and Customer shall not store any such information on the Services, and 2) RSA will have no visibility into the types of information uploaded into or stored on the Services by Customer.
7. **Customer Responsibilities.** Customer will provide RSA with the cooperation, access and detailed information reasonably necessary for RSA to implement and deliver the Services, including, where applicable, (i) test time on Customer's computer systems and networks sufficient for RSA to provide the Services and (ii) one (1) employee who has substantial computer system, network management and project management experience satisfactory to RSA to act as project manager and as a liaison between RSA and Customer. RSA will be excused from its failure to perform any obligation under this Cloud Schedule to the extent such failure is caused by Customer's delay or failure to perform its responsibilities. Customer shall use reasonable and appropriate safeguards to protect its Customer Data.
8. **Infringement, Misappropriation & Third Party Claims.** For the avoidance of any doubt, Customer acknowledges and agrees that:
- a. RSA does not assume nor does RSA undertake any indemnification obligations on behalf of itself and/or

Microsoft with regard to:

- i. the Windows Azure Service;
 - ii. the operation of the Software in combination with the Windows Azure Service.
- b. that nothing in this Schedule shall be deemed nor construed to create any direct or indirect indemnification obligations on behalf of Microsoft with regard to the Windows Azure Service.

If the Customer is notified of any claim alleging infringement or misappropriation of intellectual property rights by the Windows Azure Services, and if Customer informs RSA of such claim, RSA may forward such information to Microsoft provided always, any such action by RSA will not create nor impose any obligation on RSA and/or Microsoft to take any responsive action to such information.

9. Limitations of Liability. To the extent permitted by applicable law:

- i. the total liability of Microsoft and/or RSA (including its affiliates, suppliers and contractors) for all claims arising under this Cloud Schedule is limited to direct damages up to a maximum of US\$5,000; and
- ii. whatever the legal basis for the claim, neither party, nor any of its affiliates will be liable for any indirect, consequential, special or incidental damages or damages for lost profits, revenues, business interruption, or loss of business information arising in connection with this Cloud Schedule even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.

10. Disclaimer of Warranties. RSA's entire liability and Customer's exclusive remedy under this Cloud Schedule shall be for RSA where possible to use commercially reasonable efforts to re-perform any nonconforming Services within a reasonable time, or if not possible or after reasonable efforts RSA is unable to perform the Services as warranted, Customer shall be entitled to recover the portion of the Services fees paid to RSA that corresponds to the nonconforming Services. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, RSA PROVIDES SERVICES "AS IS" AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

11. Limited Reimbursement for Customer's Mitigation Costs. To the extent that a security incident results from Microsoft's failure to comply with its obligations under this Cloud Schedule, and subject to the limitations of liability set forth in this Cloud Schedule, Microsoft may elect, in its sole discretion, to reimburse Customer for reasonable out-of-pocket remediation costs incurred by Customer in connection with that security incident. "Reasonable out-of-pocket remediation costs" are costs that:

- i. are customary, reasonable and expected to be paid by companies in Customer's industry, given the nature and scope of the Security Incident,
- ii. do not arise from Customer's violation of:
 - a. laws applicable to Customer or
 - b. Customer's obligations to third parties, and;
- iii. in no event include costs arising:
 - a. related to any Payment Card Industry-regulated data (including data covered by the Payment Card Industry Data Security Standard) or
 - b. related to compliance with laws applicable to Customer or Customer's industry that are not generally applicable to information technology services providers.

Customer must document all such expenditures and, in the event of a dispute, those expenditures must be validated by an independent, Internationally-recognized third party industry expert chosen by both parties. For avoidance of doubt, the costs reimbursed by Microsoft under this paragraph will be characterized as direct damages subject to the limitation on liability as stipulated in this Cloud Schedule, and not as special damages.

12. Third Party Rights. CUSTOMER ACKNOWLEDGES THAT MICROSOFT IS NOT A PARTY TO THIS CLOUD SCHEDULE. NOTHING HEREIN, EXPRESSED OR IMPLIED, IS INTENDED OR SHALL BE CONSTRUED TO CONSTITUTE, CREATE OR CONFER UPON OR GIVE THE CUSTOMER ANY THIRD PARTY BENEFICIARY RIGHTS AGAINST MICROSOFT; OR OTHERWISE IMPOSE UPON MICROSOFT, ANY DIRECT OBLIGATION TO THE CUSTOMER WITH RESPECT TO THE WINDOWS AZURE SERVICES. CUSTOMER AGREES THAT ALL CUSTOMER REQUESTS OR COMMUNICATIONS PERTAINING TO THE SERVICES SHALL (A) BE DIRECTED TO RSA AND NOT TO MICROSOFT; AND (B) CUSTOMER SHALL NOT COMMUNICATE DIRECTLY WITH MICROSOFT WITHOUT RSA'S PRIOR WRITTEN CONSENT.

H14301