



The Security Division of EMC

## MAINTENANCE AGREEMENT FOR RSA PRODUCTS

\*\*\* IMPORTANT \*\*\*

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING, DOWNLOADING, COPYING OR OTHERWISE USING THE RSA SOFTWARE.

IF YOU ARE VIEWING THIS AGREEMENT IN CONNECTION WITH A DOWNLOAD, ONLINE OR ON A COMPUTER DURING INSTALLATION, THEN YOU WILL BE ASKED TO ACCEPT OR REJECT THE AGREEMENT ON BEHALF OF YOUR COMPANY. BY INDICATING YOUR ACCEPTANCE, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, AND CUSTOMER AGREES TO BE BOUND BY IT.

IF YOU ARE HOLDING A PAPER COPY OF THIS AGREEMENT, DO NOT OPEN THE DISK PACKAGE OR OTHER MEDIA UNTIL YOU READ THIS AGREEMENT. BY OPENING THE SEALED PACKAGE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, AND CUSTOMER AGREES TO BE BOUND BY IT.

THE FOLLOWING SECTION APPLIES ONLY IF CUSTOMER IS ORDERING RSA PRODUCTS FROM A LOCATION IN THE UNITED STATES, MEXICO OR SOUTH AMERICA:

This is a legal agreement between the end user customer ("Customer") and RSA Security LLC ("RSA"). This Agreement may be superseded by (a) any written agreement signed by both Customer and RSA or (b) any written evaluation license included with the RSA Software (defined below).

THE FOLLOWING SECTION APPLIES ONLY IF CUSTOMER IS ORDERING RSA PRODUCTS FROM A LOCATION OUTSIDE OF THE UNITED STATES, MEXICO OR SOUTH AMERICA (IN CANADA, EUROPE, AFRICA OR ASIA PACIFIC):

This is a legal agreement between the end user customer ("Customer") and RSA (which means (i) the local EMC sales subsidiary, if Customer is located in a country in which RSA does business through a local EMC Corporation sales subsidiary; and (ii) EMC Information Systems International ("EISI"), if Customer is located in a country in which EMC Corporation does not have a local sales subsidiary). This Agreement may be superseded by (a) any written agreement signed by both Customer and RSA or (b) any written evaluation license included with the RSA Software.

### GENERAL TERMS AND CONDITIONS

This Maintenance Services Agreement ("Agreement") states the terms and conditions under which RSA will perform, and Customer will receive, the Maintenance Services described herein.

1 **DEFINITIONS.** The Parties agree that unless otherwise defined herein, the existing definitions set forth in any applicable license agreement between RSA and Customer shall apply to this Agreement to the extent such terms are used herein.

- A. "**Customer Contacts**" means identified Customer personnel who are familiar with Customer's software environment and will coordinate all technical support calls to RSA.
- B. "**Documentation**" means the then-current, generally available, written user manuals and online help and guides for any Software and/or Hardware provided by RSA.
- C. "**Error**" shall mean any reported malfunction, error or other defect in the Product that can be reproduced by RSA and constitutes a non-conformity from the Product Documentation. Each Error will be assigned a severity level as further detailed in Section 3(A) below.
- D. "**Hardware**" means the hardware product that the Software is incorporated in or bundled with and sold as a unit.
- E. "**Product**" means Hardware and/or Software. Products do not include Evaluation Products.

- F. "**Production System**" shall mean a computer system, including any Hardware where applicable, upon which the Software is installed and resident and which is used by Customer for purposes other than development, quality assurance, disaster recovery or testing.
- G. "**Relief**" shall mean an intervention by RSA that restores Product operations impacted by an Error. Examples may include without limitation: (i) a solution or workaround has been provided to resolve the Product issue; (ii) Customer's Production System is operational and Customer is able to perform business critical operations that relate to the Product; and/or (iii) the identified Error does not originate from the Product.
- H. "**Service Request**" shall mean a ticket that has been opened, documented, and is being managed by RSA in response to a Customer's report of an Error.
- I. "**Software**" shall mean the software licensed by Customer under this Agreement, consisting of a series of instructions or statements in machine-readable, object code form only, including without limitation firmware incorporated in any Hardware.
- J. "**Software Release**" means any subsequent version of Software that RSA makes generally available to its customers who are current on their Maintenance Services fees but does not mean new Software.

## 2 MAINTENANCE SERVICES.

A. **Basic and Enhanced Support Coverage.** Customers may purchase the following Maintenance Services:

- (i) "**Basic Support Coverage**" shall include the following Maintenance Services: (a) Telephone Support during the hours of 8:00 AM through 5:00 PM, local Customer time, Monday through Friday (except for any RSA-designated company holidays); and (b) Web Support.
- (ii) "**Enhanced Support Coverage**" shall include the following Maintenance Services: (a) Telephone Support on a 24 x 7 x 365 basis, with rapid resolution by global network of support centers; and (b) Web Support.
- (iii) Hours of support for Basic Support Coverage and Enhanced Support Coverage are subject to change by RSA upon prior written notice.

B. **Maintenance Services.**

- (i) Except as otherwise provided in Section C below (Personalized Support Options), all Maintenance Services are provided remotely from RSA's premises as follows:
  - (a) Web Support. RSA shall provide Customer with access, through a separate registration process, to (i) for Customers who have licensed RSA Archer Software, Archer's community offering Blogs, Discussion Forums, and download of patches and bug fixes and (ii) for all other Customers, RSA's online technical support knowledge database, offering Customer the ability on a 24x7 basis (24 hours a day, seven days a week) to raise issues, monitor Service Requests, and download patches and bug fixes. RSA's on-line Web Support resource is currently hosted at the following web address: <http://www.emc.com/support/rsa/index.htm>. (the "RSA Support Website"). Archer's online community is currently hosted at the following web address: <http://www.emc.com/support/rsa/rsa-archer-support.htm> (the "Archer Support Website", and collectively with the RSA Support Website, the "Support Websites").
  - (b) Telephone Support. RSA shall provide telephone support to Customer. RSA's Telephone Support numbers are currently located at the following address: <http://www.emc.com/support/rsa/contact/index.htm>.
- (ii) In the performance of the Maintenance Services, RSA will:
  - (a) Use good-faith, commercially reasonable efforts to aid in the diagnosis of, and correct, Errors in the Software and/or Hardware; and,
  - (b) Provide advice on how to use the Products by way of telephone, e-mail, and web-based technical assistance.

- C. **Software and Hardware Operating System Upgrades.** Customers who are current on payment of Maintenance Service fees, shall also receive the following software and hardware upgrades:
- (i) **Software Upgrades.** All Software Releases (including all Error corrections made available pursuant to this Agreement) that RSA in its sole discretion: (a) deems to be logical improvements to the Software; (b) make generally available to all licensees of the Software; and (c) does not separately price or market.
  - (ii) **Hardware Operating System Upgrade.** RSA shall also provide all core Hardware operating system upgrades. This does not include additional software or operating system variants that are required for optional capabilities. The application of a new operating system to the Hardware may require that Customer re-images the Hardware so that the updates apply properly. Application or use of any operating system, or other software or equipment with the Hardware, other than that provided by RSA, shall void Customer's Hardware warranty and RSA's maintenance obligations.
- D. **Personalized Support Options.** Customers who pay for Enhanced Support Coverage, and who are current on payment of Maintenance Services fees, may purchase the Personalized Support Options described herein at an additional fee and as ordered in a Quote, Schedule or Customer Purchase Order.

In addition to the TAM, DSE, and OSE support services specified below, all Personalized Support Options will include the following services:

- (1) Review, reporting, and management of Service Requests;
- (2) Monitoring and notification to client of Service Request trends;
- (3) Technical escalation management;
- (4) Bi-annual on-site account reviews;
- (5) Conference calls, scheduled as necessary, to discuss support-related matters; and
- (6) If the TAM, DSE, or OSE is unavailable, Customer may access RSA's 24x7x365 Telephone Support.

(i) **Technical Account Manager (TAM) Support Services.**

- (a) **Technical Account Manager.** RSA shall provide a Technical Account Manager ("TAM") who shall act as the Customer's designated point of contact within RSA for technical account management and escalation of Service Requests. The TAM shall be responsible for overseeing the Maintenance Services delivered and will work closely with Customer to ensure that appropriate resources are engaged to resolve Service Requests in a timely manner.
- (b) **Limitations.**
  - (1) TAM support services shall be provided in English language only.
  - (2) Each TAM will be assigned to one Product and one geographical region only, to be selected by Customer (i.e. North America, Europe Middle East Africa, and Asia Pacific Japan). Customer must purchase additional TAM support for additional Products and/or geographical regions.

(ii) **Designated Support Engineer (DSE) Support Services.**

- (a) **Designated Support Engineer.** RSA shall provide a senior Designated Support Engineer ("DSE") who will act as Customer's single and direct point of contact on all technical issues associated with an assigned Product. The DSE will become familiar with Customer's technical environment, staff and unique support issues and will work directly with the Customer Contacts to resolve issues, manage technical escalations, and deliver business reviews. The DSE shall be reasonably available by telephone during Standard Support Hours.
- (b) **Limitations**
  - (1) DSE Support Services shall be provided in English language only.
  - (2) Each DSE will be assigned to one Product and one regional time zone only, to be selected by Customer (i.e. North America (EST or PST), Europe Middle East Africa, and Asia Pacific Japan). Customer must purchase additional DSE support for additional Products and/or regional time zones.

- (3) Customer shall be required to identify a maximum of four (4) Customer Contacts, who are familiar with Customer's software environment, to coordinate all technical support calls and/or interaction with the identified DSE as set forth above.

**(iii) On-Site Support Engineer (OSE) Support Services.**

- (a) On-Site Support Engineer. RSA shall provide a senior On-Site Support Engineer ("**OSE**") who will work act as Customer's single and direct point of contact on all technical issues associated with an assigned Product, and will be located at the designated Customer's worksite. The DSE will become familiar with Customer's technical environment, staff and unique support issues and will work directly with the Customer Contacts to resolve issues, manage technical escalations, and deliver business reviews.
- (b) Limitations. Each OSE will be assigned to one Product to be selected by Customer. Customer must purchase additional OSE service for additional Products.

**3. SOFTWARE ERROR SEVERITY CLASSIFICATIONS AND SERVICE REQUEST RESOLUTION PROCESS.**

**A. Software Error Severity Classifications.** All Software Errors shall be classified by RSA as follows:

| <b>Error Severity</b> | <b>Definition</b>  | <b>Examples</b>   |
|-----------------------|--|---|
| 1 (" <b>S1</b> ")     | Critical: Severe problem preventing Customer or workgroup from performing critical business functions                  | <ul style="list-style-type: none"> <li>■ Production System data corruption (data loss, data unavailable)</li> <li>■ Production System crash or hang</li> <li>■ Production Systems significantly impacted, such as severe performance degradation</li> <li>■ Production System and/or data is at high risk of potential loss or interruption</li> <li>■ Production System workaround is required immediately</li> <li>■ Time critical Production cutover impacted</li> </ul> |
| 2 (" <b>S2</b> ")     | High: Customer or workgroup able to perform job function, but performance of job function degraded or severely limited | <ul style="list-style-type: none"> <li>■ Production System adversely impacted</li> <li>■ Non-Production System data corruption (data loss, data unavailable)</li> <li>■ Non-Production System crash or hang</li> <li>■ Non-Production System and/or data is at high risk of potential loss or interruption</li> <li>■ Non-Production System workaround is required immediately</li> <li>■ Development system(s) is inoperative</li> </ul>                                   |
| 3 (" <b>S3</b> ")     | Medium: Customer or workgroup performance of job function is largely unaffected  | <ul style="list-style-type: none"> <li>■ Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use.</li> </ul>  |
| 4 (" <b>S4</b> ")     | Request: Minimal system impact; includes feature requests and other non-critical questions                             | <ul style="list-style-type: none"> <li>■ No Customer business impact</li> <li>■ Requests for enhancements by Customer</li> </ul>  |

- B. **Software Support Service Level Objectives (SLOs).** RSA will use reasonable commercial efforts to provide customers with technical advice and assistance in connection with their use of the Software according to severity level. The table below sets forth RSA's targets for support responses to Software Errors based on severity level:

| SUPPORT LEVEL   | SEVERITY LEVEL | INITIAL TARGET RESPONSE | TARGET WORK EFFORT   | TARGET COMMUNICATION FREQUENCY          |
|-----------------|----------------|-------------------------|--|---|
| BASIC (9X5)     | S1             | 2 hours (9x5)           | Continuous during business hours (9x5) until Relief identified | Once per day (business day only)        |
|                 | S2             | 4 hours (9x5)           | Daily, during Customer business hours only                     | Once every 2-3 days (business day only) |
|                 | S3             | 8 hours (9x5)           | Weekly during business hours                                   | Once a week                             |
|                 | S4             | 12 hours (9x5)          | Every other week during business hours                         | Once a month                            |
| ENHANCED (24X7) | S1             | 1 hour (24x7)           | Continuous 24x7 until Relief identified                        | Every 3-4 hours, 7 days/week            |
|                 | S2             | 3 hours (24x7)          | Daily, during Customer business hours*                         | Once per day, business hours*           |
|                 | S3             | 4 hours (9x5)           | Weekly during business hours                                   | Once a week                             |
|                 | S4             | 10 hours (9x5)          | Every other week during business hours                         | Twice a month                           |

\* Available weekends and evenings per Customer request

C. **Software Service Request Resolution Process**

- (i) Process. RSA handles all Customer support Service Requests on a **first-in-first-out** basis. RSA shall prioritize all Errors according to their impact to Customer using the severity definitions described in Section 3(A) above. RSA may upgrade or downgrade the severity of an Error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given Error resulting in the reduction of the severity of a Service Request.

- (ii) Escalation. If Customer and RSA are unable to mutually agree upon a resolution plan for S1 and S2 Errors, then the parties shall escalate the Service Request in accordance with RSA's escalation process. Once the escalation process has been initiated, RSA shall provide Customer with Service Request progress updates via phone or email on a mutually agreed upon schedule. Such progress updates shall include information about the Error description, daily progress, root cause (if known) and overall plan to resolve the Error.

4. **HARDWARE SUPPORT.** If an Error is identified in the Hardware, RSA shall use commercially reasonable efforts to provide one of the following remedies at RSA's sole and exclusive discretion: (a) an electronic remedy; (b) spare part replacement; or (c) Advance Replacement of Hardware.

A. **Advance Replacement of Hardware.** An "Advance Replacement" occurs when RSA authorizes shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to RSA for repair. Solely on the approval of an RSA customer care representative and subject to the RSA Return Material Authorization ("RMA") Process, RSA shall use commercially reasonable efforts to provide an Advance Replacement if an Error is identified in the Hardware. Any Hardware shipped under RSA's RMA process shall have the same licensed capacity as the original Product regardless of whether such replacement is a newer model of the defective Hardware. RSA posts additional information regarding its Advance Replacement policy on its Support Website.

B. **Return Material Authorization ("RMA") Process.** If RSA determines that it is necessary for the Customer to return Hardware to RSA for repair or replacement, Customer must provide RSA with the Hardware component model,

serial number, and failure information to initiate the RMA Process. Customer must return Hardware within fifteen (15) calendar days for all other Hardware or Customer will be charged for the Advance Replacement.

## 5 CUSTOMER OBLIGATIONS.

- A. Documenting Errors.** Customer shall use good-faith, reasonable efforts to isolate and document Errors to enable RSA to fulfill its obligations herein. Once a Service Request has been initiated, Customer will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Software or Hardware, description of Error, any error messages, and any requested support files.
- B. Maintaining Product Integrity.** Customer will follow RSA best practices guidelines, which include maintaining an onsite disaster recovery for each Hardware appliance to enable RSA to restore the appliance in accordance with Customer's configuration. Customer agrees to not install any third party non-certified software or modify any existing software or firmware on the Hardware without notification to, and prior authorization by, RSA technical support in order to ensure that RSA's ability to maintain accurate records of Customer's existing environment.

## 6 ADDITIONAL EXCLUSIONS.

- A. Use.** Maintenance Services specifically **excludes** support for any Errors caused by (i) operator error or use of the Software and/or Hardware in a manner not in accordance with the Product Documentation; (ii) use of the Software and/or Hardware with software and/or hardware other than that for which the Software and/or Hardware was originally licensed; (iii) Errors caused by any fault in the Customer's environment, hardware, or in any software used in conjunction with the Software or Hardware but not provided by or approved by RSA; (iv) any integration, modification, or repair of the Software and/or Hardware made by any person other than RSA; (v) installation of any application, firmware, or operating system on the Hardware other than that provided by RSA; (vi) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Product specifications, or failure of air conditioning or humidity control; and (vii) accident, misuse, or neglect or causes not attributable to normal wear and tear. In addition, support excludes any Error for which a correction is available in a subsequent Software Release than that currently operated by Customer and which has been made available to Customer by RSA.
- B. Supported Versions.** Maintenance Services also specifically **excludes** support for any version of the Software released by RSA which has reached its "end of primary support" (EOPS) date, as determined by RSA. Each Software Release will reach its EOPS date after a period of not less than thirty six (36) months following the date of that Software Release's "General Availability" (or "GA" release date, as this term is generally understood in the software industry). This time period may be extended by RSA at its sole discretion. In order to continue to receive ongoing Maintenance Services hereunder for any Software Release which is beyond its EOPS date, Customers must upgrade to a currently supported Software Release. For certain Software Products, Customers may enter into an Extended Support agreement for a period of one or two years to obtain Maintenance Services for Software which has already reached its EOPS date. For additional information on Software EOPS dates and the availability of Extended Support agreements for such Software, please go to <http://www.emc.com/support/rsa/eops/index.htm>.

- 7 REINSTATEMENT OF LAPSED SUPPORT.** If the Maintenance Services expire or are terminated, and Customer subsequently seeks to reinstate Maintenance Services, Customer shall pay: (a) the cumulative Maintenance Services fees applicable for the period during which support lapsed; (b) the annual support fees for the current period; and (c) the then- current reinstatement fee, as quoted by an authorized RSA representative, distributor or reseller.

## 8. PAYMENT.

- A. Payment.** Customer shall pay the fees set out in an exhibit attached hereto or a Quote including Personalized Support Options annually in advance. Customer shall pay the applicable support fee for such support net 30 days from the date of invoice, unless otherwise agreed by the parties in writing.
- B. Renewal Fees.** Each time Customer renews annual Maintenance Services as set forth in Section 9(A) below, Customer shall pay RSA's then-applicable support fees, as quoted by an authorized RSA representative, distributor or reseller, in advance for the upcoming year, net 30 days from the date of invoice.
- C. Overdue Payments and Taxes.** Overdue payments hereunder are subject to a finance charge of 1% per month (12% per year), plus all expenses incurred by RSA in collecting such overdue amounts. Prices are exclusive of all taxes now in force or enacted in the future, and Customer shall pay such taxes, except for taxes imposed on RSA's income. Customer is responsible for obtaining and providing to RSA any certificate of exemption or similar document required

to exempt Customer from any tax liability.

**9. TERM AND TERMINATION.**

- A. **Term and Renewal.** Unless otherwise terminated in accordance with this Section 9, Maintenance Services shall be provided for an initial term of one year from the date of shipment of the Product or when the Software is first made available electronically (the "Initial Term"). Customer may thereafter renew Maintenance Services on an annual basis by paying RSA the applicable support fees, unless RSA notifies Customer at least 60 days before the expiration of the Initial Term or any renewal term of its intent not to renew Maintenance Services.
- B. **Termination for Breach.** Either party may terminate Maintenance Services upon written notice to the other party of the defaulting party's material breach of its obligations hereunder, which breach is not cured within 30 days after such notice.
- C. **Termination of License Agreement.** Maintenance Services for RSA Software shall automatically terminate upon the termination of Customer's right to use the RSA Software pursuant to the applicable license agreement. In the event that the applicable license agreement terminates prior to expiration of the current term for Maintenance Services, Customer shall have no right to a refund of any previously-paid Maintenance Services fees.

**10. WARRANTY.**

- A. **Services Warranty.** RSA warrants for ten (10) days from the performance of the Maintenance Services provided hereunder, that such Maintenance Services shall be performed in a workmanlike manner consistent with generally accepted industry standards. Notwithstanding anything to the contrary contained herein, RSA does not warrant or represent that all Errors, whether in Software or Hardware, can or will be corrected. RSA's entire liability and Customer's exclusive remedy under the foregoing warranty shall be for RSA to use reasonable efforts to (i) re-perform the deficient services within a reasonable time, or (ii) replace any replacement parts which become defective during a period in which the Product containing the replacement part is covered by warranty or Maintenance Services, or sixty (60) days after installation thereof, whichever occurs later. If, after reasonable efforts, RSA is not able correct such deficiencies then Customer has the right to terminate for breach in accordance with section 9B herein.
  - B. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, RSA PROVIDES MAINTENANCE 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. **GENERAL.** All Releases or other enhancements, modifications or fixes to the RSA Software provided to Customer pursuant to this Agreement constitute RSA Software licensed to Customer under any applicable license agreement between RSA and Customer (the "License Agreement"). This Agreement is not an amendment to any such License Agreement but is a separate binding agreement that incorporates terms of any such License Agreement relating to license and ownership rights, use limitations, limitation of liability, and confidentiality and non-disclosure obligations. Additionally, this Agreement incorporates by reference any "Miscellaneous" or "General" provisions of any such License Agreement in their entirety.

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If Customer accepts this Agreement, then please select "OK," "Yes," "I agree" or otherwise answer in the affirmative. By selecting this acceptance option, Customer agrees to be bound by this Agreement.

If Customer does not choose to be bound by this Agreement, then please select "Cancel," "No," "I disagree" or otherwise answer in the negative, and the download or installation procedure will terminate immediately. Please contact the party from which Customer purchased this license for the refund and return information relating to the non-acceptance of this Agreement.

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