



## UNITS OF MEASURE AND SOFTWARE USE

RSA software products (“Software”) are licensed by RSA Security USA LLC or the relevant RSA sales affiliate (“RSA”) to customers who order 1) directly from RSA (“Direct End-Users”) under a signature-bearing agreement between RSA 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/standard-form-agreements/> (“EULA”) that is between RSA and the entity making productive use of the Software, or 3) through channel partners under the terms of a EULA that is between RSA 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 (“UOM”) 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.

- **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 managed by, 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, independent contractors, or clients authorized by customer to use the RSA Software on customer’s behalf to support customer’s internal business purpose.
- **Active User.** An account holder or other client of the licensee whose identity has been processed, managed, profiled, scored, authenticated or otherwise verified by the RSA Software or product at least once in the course of the calendar month immediately preceding the then current date.
- **Lite User.** A Lite User represents a user (identity) for whom information is collected and managed within a registered RSA Governance & Lifecycle environment, and who currently has access to fewer systems (a demonstrable or impactfully lesser percentage of fewer access accounts or computing entitlements compared to the general population of Active Users) than an average Active User and requires less functionality and management. Lite User pricing is provided for those who have highly reduced access for external identities, individuals with demonstrably fewer roles (and thus fewer entitlements), extremely less reliance on IT resources beyond corporate birth-right grants, etc...
- **Inactive User.** An Inactive User represents a user who was once an Active or Lite User within the registered Governance & Lifecycle environment and for whom information was collected or managed and now retained within the RSA Governance & Lifecycle environment. An Inactive User no longer has access to any resources.
- **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.
- **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 a RSA Software application, or “Instances,” a customer may use at the same time in a production environment. For each Instance of the Access 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. For Governance & Lifecycle Software, the licensing model is based on number of Users and the deployment model, which will determine the number of Instances the customer may use.

- **Server (SVR/SRVR).** RSA Software licensed on a “per server” basis means the maximum number of physical servers on which the customer may install and use the RSA Software.

## **ADDITIONAL INFORMATION**

**Restrictions on use of RSA solution:** For all purposes under the Agreement, token records to RSA authenticators shall be deemed RSA Software and be subject to the restrictions on transferability set forth in Section 4.D 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, except those explicitly authorized by the product license.

**If Customer is licensing any RSA Software or subscribing to any RSA cloud offerings on a term basis, the following provisions shall apply:**

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 Software or cloud offering, 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/use 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’s 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, customer hereby consents and grants to RSA a license to collect System Data from customer’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, customer 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 Software:**

The customer is allowed to install multiple RSA authentication agents as needed for customer’s internal business use of the RSA Software that they have licensed from RSA, as long as the RSA authentication agents are used only in connection with the RSA Software that they have licensed, and use of the RSA authentication agents must be in compliance with the RSA end user license agreement located at <https://www.rsa.com/standard-form-agreements/>.

### **If Customer is purchasing RSA Cloud Service, then the following provision shall apply:**

Use of RSA Cloud Service shall be governed by the Terms of Service for RSA Cloud Offerings and the applicable Service Description for Cloud Service located at <https://www.rsa.com/standard-form-agreements/>.

### **If Customer is purchasing Governance & Lifecycle Cloud Service, then the following provision shall apply:**

Use of Governance & Lifecycle Cloud Service shall be governed by the Terms of Service for Cloud Offerings and the Service Description for Governance & Lifecycle Cloud Service located at <https://www.rsa.com/standard-form-agreements/>.