

Outseer Fraud Manager License Agreement

End User License Agreement



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

This Software contains computer programs and other proprietary material and information, the use of which is subject to and expressly conditioned upon acceptance of this License Agreement (the “Agreement”).

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 for its internal productive use and not for outright resale) (the “Customer”) and RSA (which means (i) RSA Security LLC (“RSA”), if Customer is located in the United States, Mexico or South America; (ii) the local RSA sales subsidiary, if Customer is located outside the United States, Mexico or South America and in a country in which RSA has a local sales subsidiary; and (iii) RSA Security & Risk Ireland Limited, if Customer is located outside United States, Mexico or South America and in a country in which RSA does not have a local sales subsidiary). Unless RSA agrees otherwise in writing, this Agreement governs Customer’s use of the Software, except to the extent all or any portion of the Software is: (a) the subject of a separate written agreement set forth in a quotation issued by RSA; or (b) referenced in the quote issued by an RSA authorized channel partner and conditions. Capitalized terms have meaning stated in the Agreement.

By clicking on the “Agree” or “Accept” or similar button at the end of this Agreement, or proceeding with the installation, downloading, use or reproduction of this Software, 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 Agreement shall govern the relationship of the parties with regard to the subject matter in this Agreement 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 Agreement.

If you do not have authority to agree to the terms of this Agreement on behalf of the Customer, or do not accept the terms of this Agreement on behalf of the Customer, click on the “Cancel” or “Decline” or other similar button at the end of this Agreement 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.

A. “Affiliate” means a legal entity that is controlled by, controls, or is under common “control” of RSA or Customer. “Control” means more than 50% of the voting power or ownership interests.

B. “Confidential Information” means and includes the terms of this Agreement and Software and all confidential and proprietary information of RSA or Customer, including without limitation, all business plans, product plans, financial information, software, designs, and technical, business and financial data of any nature whatsoever, 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.

C. “Channel Partner” means a reseller, integrator, service provider, independent software vendor, value-added reseller, OEM or other partner that is authorized by RSA to license Software to end users. The term shall also refer to any third party duly authorized by Channel Partner to license Software to end users.

D. “Documentation” means the then-current, generally available, written user manuals and online help and guides for Software provided by RSA.

E. “Quote(s)” means one or more documents issued by RSA specifying the Software that Customer seeks to obtain from RSA, the related pricing and sufficient other information to complete the transaction. Each Quote shall incorporate this Agreement by reference.

F. “Software” means the RSA software product which requires acceptance of this Agreement, and any copies made by or on behalf of Customer and all Documentation for the foregoing.



2. ORDERING, PRICING AND PAYMENT.

A Schedule or Quote will be deemed accepted by Customer when Customer places an order by signing a Quote and returning it to RSA. This Agreement the Schedule and/or Quote shall control in the event that there are different or additional terms set forth in any purchase order submitted by Customer. RSA will issue an invoice upon Delivery of the Software. Such invoice will reflect the price for such Software as set forth on the Quote. Fees for maintenance services shall be payable annually, in advance. Customer shall pay RSA the price stated on the invoice and also pay or reimburse RSA for all related taxes or withholdings, except for those taxes based on RSA's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to RSA. All amounts are due in US currency and in full thirty (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.

3. DELIVERY AND INSTALLATION.

A. Delivery. Software may be provided by (i) delivery of physical media (risk of loss shall transfer to Customer upon RSA's delivery to a carrier at RSA's designated point of shipment); or (ii) when Software is made available to Customer through electronic file transfer (where available from RSA) (collectively, "**Delivery**").

B. Installation and Acceptance. Software licensing fees do not include installation. Acceptance that Software operates in substantial conformity to the Documentation occurs upon Delivery. Notwithstanding such acceptance, Customer retains all rights and remedies set forth in Section 5 (WARRANTY AND DISCLAIMER) below.

4. LICENSE TERMS.

A. General License Grant. Subject to Customer's compliance with this Agreement and payment of all license fees, RSA grants to Customer a nonexclusive and nontransferable (except as otherwise permitted herein) license (with no right to sublicense) to use (i) Software for Customer's internal business purposes; and (ii) the Documentation for the purpose of supporting Customer's use of Software. The duration of the Licenses granted to Customer is indicated in the quote from RSA or Channel Partner and shall commence on Delivery. Documentation is licensed solely for purposes of supporting Customer's use of Software as permitted in this Section. To the extent applicable, Customer may be required to follow RSA's then current product registration process, if any, to obtain and input an authorization key or license file.

B. License Restrictions. All Software licenses granted herein are for use of object code only. Customer is permitted to copy Software as necessary to install and run it in accordance with the license, but otherwise for back-up purposes only. Customer may copy Documentation insofar as reasonably necessary in connection with Customer's authorized internal use of Software. Customer shall not, without RSA's prior written consent (i) use Software in a service bureau, application service provider or similar capacity; or (ii) disclose to any third party the results of any comparative or competitive analyses, benchmark testing or analyses of Software performed by or on behalf of Customer; (iii) make available Software in any form to anyone other than Customer's employees or contractors; or (iv) transfer Software to an Affiliate or a third party.

C. No Combination with Open Source Software. Some third party license terms require that computer code be generally (a) disclosed in source code form to third parties, (b) licensed to third parties for the purpose of making derivative works, or (c) redistributable to third parties at no charge (collectively, "**Excluded License Terms**"). If RSA grants Customer the right to incorporate, modify, combine or distribute any of the Software licensed hereunder, then Customer shall not incorporate, modify, combine or distribute the Software with any other computer code in a manner that would subject the Software to Excluded License Terms.

D. Audit Rights. RSA (including its independent auditors) shall have the right to audit Customer's usage of Software to confirm compliance with the agreed terms. Such audit is subject to reasonable advance notice by RSA and shall not unreasonably interfere with Customer's business activities. Customer will provide RSA with the support required to perform such audit and will, without prejudice to other rights of RSA, address any non-compliant situations identified by the audit by forthwith procuring additional licenses.

E. Termination. RSA may terminate licenses for cause, if Customer breaches the terms governing use of Software and fails to cure within thirty (30) days after receipt of RSA's written notice thereof. Upon termination of a license, Customer shall cease all use, uninstall and return or certify destruction of the applicable Software (including copies) to RSA.

F. Reserved Rights. All rights not expressly granted to Customer are reserved. In particular, no title to, or ownership of, the Software is transferred to Customer. Customer shall reproduce and include copyright and other proprietary notices on and in any copies of the Software. Unless expressly permitted by applicable mandatory law, Customer shall not modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, decompile or otherwise reduce to human readable form the Software without RSA's prior written consent, nor shall Customer permit any third party to do the same.

5. WARRANTY AND DISCLAIMER.

A. Warranty. RSA warrants that Software will substantially conform to the applicable Documentation for such Software. Software media is warranted for 90 days from the date of Delivery. RSA does not warrant that the operation



of Software shall be uninterrupted or error free, that all defects can be corrected, or that Software meets Customer's requirements.

B. Customer Remedies. RSA's entire liability and Customer's exclusive remedies under the warranties described in this section shall be for RSA, at its option, to remedy the non-compliance or to replace the affected Software. If RSA is unable to effect such within a reasonable time, then RSA shall refund a pro-rated amount received by RSA for the Software for the remaining term license or the amortized life of the Software (three years). All replaced Software contained on physical media supplied by RSA shall be returned to and become the property of RSA. RSA shall have no liability hereunder after expiration of the applicable warranty period. The foregoing shall not void any supplementary remedies made available to Customer by a Channel Partner, with respect to which RSA shall have no liability or obligation.

C. Warranty Exclusions. Warranty does not cover problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which Software is used or other causes beyond RSA's control; (iii) installation, operation or use not in accordance with RSA's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which Software was not designed; or (v) modification, alteration or repair by anyone other than RSA or its authorized representatives;. RSA has no obligation whatsoever for Software (a) installed or used beyond the licensed scope of use, (b) that has reach end of life or end of support, or (c) whose original identification marks have been altered or removed.

D. No Further Warranties. Except for the warranty set forth herein, and to the maximum extent permitted by law, RSA (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, WRITTEN OR ORAL. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES ARISING BY STATUTE, COURSE OF DEALING OR USAGE OF TRADE.

6. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. RSA'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF SOFTWARE 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 (CALCULATED ON AN ANNUAL BASIS, WHEN APPLICABLE) OR SOFTWARE FROM WHICH SUCH CLAIM ARISES, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE OR OTHERWISE EXCLUDED HEREUNDER.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF RSA'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR RSA SHALL 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.

C. Special Exclusion. IN JURISDICTIONS THAT DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF SECTION 6.A AND/OR 6.B ABOVE MAY NOT APPLY. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO INDEMNITY IS GIVEN WITH RESPECT TO THE SOFTWARE.

D. Limitation Period. Unless otherwise required by applicable law, the limitation period for claims for damages shall be eighteen (18) months after the cause of action accrues, unless statutory law provides for a shorter limitation period.

E. Suppliers. The foregoing limitations shall also apply in favor of RSA's suppliers.

7. EVALUATION SOFTWARE.

A. This Agreement shall also apply to "Evaluation Software" (meaning the copy of Software which contains this Agreement, including any copies made by or on behalf of Customer, and all Documentation for the foregoing, which are licensed for a limited duration for the specific purpose of evaluation prior to making a final decision on procurement, subject to the following:

B. The particular Evaluation Software, period of use, Installation Site and other transaction-specific conditions shall be as mutually agreed between RSA and Customer and recorded in the form of an evaluation or loan schedule.

C. Notwithstanding any deviating terms in this Agreement, all licenses for Evaluation Software expire at the end of the evaluation or loan period.

D. Customer shall return Evaluation Software used with such Evaluation Software at the end of the evaluation or loan period or when sooner terminated by RSA for convenience by giving thirty (30) days' written notice, whichever occurs first. Customer shall bear the risk of loss and damage for return of physical media, if any, and de-installation.

E. Customer may use Evaluation Software free of charge, but, in the case of Evaluation Software, solely for the purpose of evaluation and not in a production environment.

F. Without prejudice to any other limitations on RSA's liability set forth in this Agreement (which shall also apply to Evaluation Software), Evaluation Software is provided "AS IS" and any warranty or damage claims against RSA in connection with Evaluation Software are hereby excluded, except in the event of fraud or willful misconduct of RSA.



G. Unless otherwise specifically agreed in writing by RSA, RSA does not provide maintenance or support for any Evaluation Software. CUSTOMER RECOGNIZES THAT EVALUATION SOFTWARE MAY HAVE DEFECTS OR DEFICIENCIES WHICH CANNOT OR MAY NOT BE CORRECTED BY RSA. RSA shall have no liability to Customer for any action (or any prior related claims) brought by or against Customer alleging that Customer's sale, use or other disposition of any Evaluation Software infringes any patent, copyright, trade secret or other intellectual property right. In event of such an action, RSA retains the right to terminate this Agreement and take possession of the Evaluation Software. THIS SECTION STATES RSA'S ENTIRE LIABILITY WITH RESPECT TO ALLEGED INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS BY EVALUATION SOFTWARE OR ANY PART OF IT OR ITS OPERATION.

8. CONFIDENTIALITY. 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 commencing upon the date of disclosure until three (3) years thereafter. Notwithstanding the foregoing, either party may disclose Confidential Information (a) to an Affiliate for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (b) if required by law provided the receiving party has given the disclosing party prompt notice.

9. GOVERNMENT REGULATIONS AND EXPORT CONTROL. Software and the technology included therein provided under this Agreement are subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Software and technology included therein may be produced 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 Software and technology included therein outside of the United States or other countries (collectively, "**Export Laws**"). Customer shall comply with all Export Laws and RSA export policies to the extent such policies are made available to Customer by RSA. Diversion contrary to U.S. law or other Export Laws is expressly prohibited.

10. TERMINATION. Either Customer or RSA may terminate this Agreement upon written notice due to the other party's material breach of the terms governing use of the Software ; provided that such breach is not cured within thirty (30) days after the provision of written notice to the breaching party specifying the nature of such breach. Upon termination of this Agreement, Customer shall cease all use, uninstall and return or certify destruction of the applicable Software (including copies) to RSA. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment of outstanding fees, confidentiality and liability, shall so survive.

11. MISCELLANEOUS.

A. References. RSA may identify Customer for reference purposes unless and until Customer expressly objects in writing

B. Notices and Language. 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, or (iv) by email, with confirmation of receipt (except for routine business communications issued by RSA, which shall not require confirmation from Customer). Notices shall be sent to the address, or email address set forth below, or at such other address, or email address as provided to the other party in writing. Notices shall be sent to RSA Security LLC, 174 Middlesex Turnpike, Bedford, MA 01730. Email for legal notices: legal.requests@rsa.com. The parties agree that this Agreement has been written in the English language, that the English language version shall govern and that all notices shall be in the English language.

C. Entire Agreement. This Agreement (i) is 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 both parties. 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 or conflict with this Agreement, shall be null and void and of no legal force or effect.

D. Force Majeure. Except for the payment of fees, if any, due RSA from Customer, 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.

E. Assignment. Customer shall not assign this Agreement or any right or delegate any performance without RSA's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify RSA, and RSA may terminate this Agreement on thirty days' notice if Customer merges with or is acquired by a third party or otherwise undergoes a change of control.

F. Governing Law. This Agreement is governed by: (i) the laws of the Commonwealth of Massachusetts when RSA means RSA Security LLC; (ii) the laws of the applicable country in which the applicable RSA subsidiary is registered to do business when RSA means the local RSA subsidiary, and (iii) the laws of Ireland when RSA Customer is located outside United States, Mexico or South America or in a country in which RSA does not have a local sales subsidiary. In each case, the applicability of laws shall exclude any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement,



Customer consents to the sole and exclusive personal jurisdiction of the courts of competency in the location where RSA is domiciled.

G. Waiver. 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.

H. Partial Invalidity. If any part of this Agreement, a purchase order or an RSA quote is held unenforceable, the validity of the remaining provisions shall not be affected.

12. COUNTRY SPECIFIC TERMS.

A. United Kingdom. The terms in this subsection A apply only when RSA means the RSA sales subsidiary located in the United Kingdom:

1. Section 5D (Warranty Exclusions). The entire section is deleted and replaced with:

D. Warranty Exclusions. Except as expressly stated in the applicable warranty set forth in this Agreement, RSA (including its suppliers) provides Software "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES AND CONDITIONS (SAVE FOR THE WARRANTIES AND CONDITIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979) ARE SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

2. Section 6 (LIMITATION OF LIABILITY). This Section is deleted in its entirety and replaced with:

6. LIMITATION OF LIABILITY AND PRESERVATION OF DATA.

A. The entire aggregate liability of RSA (including its suppliers) under or in connection with the supply of the Software, whether in tort (including negligence), for breach of contract, misrepresentation or otherwise, is limited in respect of each event or a series of events: (i) to the amounts actually paid by Customer for the Software which give rise to such liability during the twelve (12) month period immediately preceding the date of the cause of action giving rise to such claim; or (ii) Great British Pounds Sterling one million (£1,000,000), whichever is the greater amount. In no event shall RSA (including its suppliers) or Customer be liable to the other or any other person or entity for loss of profits, loss of revenue, loss of use or any indirect, special, incidental, consequential or exemplary damages arising out of or in connection with this Agreement, the license of the Software, and the use, performance, receipt or disposition of such Software, even if such party has been advised of the possibility of such damages or losses. Nothing in this Agreement shall operate to exclude or restrict RSA's liability for: (a) death or personal injury resulting from negligence; (b) breach of obligations arising from section 12 of the Sale of Goods Act 1979; or (c) fraud.

B. CUSTOMER OBLIGATIONS IN RESPECT OF PRESERVATION OF DATA. During the Term of the Agreement, the Customer shall:

1) from a point in time prior to the point of failure, (i) make full and/or incremental backups of data which allow recovery in an application consistent form, and (ii) store such back-ups at an off-site location sufficiently distant to avoid being impacted by the event(s) (e.g. including but not limited to flood, fire, power loss, denial of access or air crash) and affect the availability of data at the impacted site;

2) have adequate processes and procedures in place to restore data back to a point in time and prior to point of failure, and in the event of real or perceived data loss, provide the skills/backup and outage windows to restore the data in question.

3) use anti-virus software, regularly install updates across all data which is accessible across the network, and protect all storage arrays against power surges and unplanned power outages with Uninterruptible Power Supplies; and

4) ensure that all operating system, firmware, system utility (e.g. but not limited to, volume management, cluster management and backup) and patch levels are kept to RSA recommended versions and that any proposed changes thereto shall be communicated to RSA in a timely fashion.

3. Section 11 (MISCELLANEOUS). Add the following as new subsection J:

J. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement as a warranty. The only remedy available to Customer for a breach of the warranties shall be for breach of contract under the terms of this Agreement. Nothing in Section 6 shall however operate to limit or exclude any liability for fraud. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person that is not a party to this Agreement. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected.

B. Ireland. The terms in this subsection B apply only when RSA means the RSA sales subsidiary located in Ireland :

1. Section 5D (Warranty Exclusions). The entire section is deleted and replaced with:



- D. Warranty Exclusions.** Except as expressly stated in the applicable warranty set forth in this Agreement and the applicable exhibits, RSA (including its suppliers) and makes no warranties, and ALL WARRANTIES, TERMS AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED BY LAW, CUSTOMER OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES, TERMS AND CONDITIONS, OF FITNESS FOR PURPOSE, DESCRIPTION, AND QUALITY ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.
2. Section 6 (LIMITATION OF LIABILITY). This section is deleted in its entirety and replaced with the following:
- 6. LIMITATION OF LIABILITY.**
- A.** RSA does not exclude or limit its liability to the Customer for death or personal injury, or, breach of obligations implied by Section 12 of the Sale of Goods Act, 1893, as amended by the Sale of Goods and Supply of Services Act, 1980, or, due to the fraud or fraudulent misrepresentation of RSA, its employees or agents.
- B.** Subject always to subsection 6.A, the liability of RSA (including its suppliers) to the Customer under or in connection with an order, whether arising from negligent error or omission, breach of contract, or otherwise (“Defaults”) shall be: (i) the aggregate liability of RSA for all Defaults resulting in direct loss of or damage to the tangible property of the Customer shall be limited to damages which shall not exceed the greater of two hundred per cent (200%) of the applicable price paid and/or payable for the Software, or one million euros (€1,000,000); or (ii) the aggregate liability of RSA for all Defaults, other than those governed by subsection 6.B(i) shall be limited to damages which shall not exceed the greater of one hundred and fifty per cent (150%) of the applicable price paid and/or payable or five hundred thousand euro (€500,000).
- C.** In no event shall RSA (including its suppliers) be liable to Customer for (i) loss of profits, loss of business, loss of revenue, loss of use, wasted management time, cost of substitute services or facilities, loss of goodwill or anticipated savings, loss of or loss of use of any software or data; and/or (ii) indirect, consequential or special loss or damage; and/or (iii) damages, costs and/or expenses due to third party claims; and/or (iv) loss or damage due to the Customer’s failure to comply with obligations under this Agreement, failure to do back-ups of data or any other matter under the control of the Customer. For the purposes of this Section 6, the term “loss” shall include a partial loss, as well as a complete or total loss.
- D.** The parties expressly agree that should any limitation or provision contained in this Section 6 be held to be invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted, but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out in this Section 6.
- E.** The parties expressly agree that any order for specific performance made in connection with this Agreement in respect of RSA shall be subject to the financial limitations set out in sub-section 6.B.
- F. CUSTOMER OBLIGATIONS IN RESPECT OF PRESERVATION OF DATA.** During the Term of the Agreement the Customer shall:
- 1) from a point in time prior to the point of failure, (i) make full and/or incremental backups of data which allow recovery in an application consistent form, and (ii) store such back-ups at an off-site location sufficiently distant to avoid being impacted by the event(s) (e.g., including but not limited to flood, fire, power loss, denial of access or air crash) and affect the availability of data at the impacted site;
 - 2) have adequate processes and procedures in place to restore data back to a point in time and prior to point of failure, and in the event of real or perceived data loss, provide the skills/backup and outage windows to restore the data in question.
 - 3) use anti-virus software and regularly install updates across all data which is accessible across the network; and
 - 4) ensure that all operating system, firmware, system utility (e.g. but not limited to, volume management, cluster management and backup) and patch levels are kept to current with RSA’s best practice recommendations.
3. Section 5.D (Limitation Period). This Section is deleted in its entirety and replaced with the following as a totally separate section:
- (D) WAIVER OF RIGHT TO BRING ACTIONS:** The Customer waives the right to bring any claim arising out of or in connection with this Agreement more than twenty-four (24) months after the date of the cause of action giving rise to such claim.
- C. European Union.** The terms in this subsection C apply only when RSA means an RSA sales subsidiary located in the European Union:
1. Section 4.A (General License Grant). The following is added at the end of this section:
Customer shall not, and Customer shall not permit any third party to, modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, reverse compile or otherwise reduce to human readable form the Software without RSA’s prior written consent, except to the extent that local, mandatory law grants Customer the right to decompile such Software in order to obtain information necessary to render such interoperable with other software. In such event, Customer shall first inform RSA of its intention and request RSA to provide Customer with the necessary information. RSA may impose reasonable conditions on the provision of the requested information, including the payment of a reasonable fee.



- D. Australia.** The terms in this subsection D apply only when the Customer is located in Australia:
- Section 6 (LIMITATION OF LIABILITY). This section is deleted in its entirety and replaced with the following:
 - LIMITATION OF LIABILITY.**
 - Limitation on Direct Damages.** RSA'S AND ITS SUPPLIERS' TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF SOFTWARE, OR SERVICE PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY RSA'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (i) AUD\$2,000,000, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; AND (ii) THE PRICE PAID BY CUSTOMER TO RSA FOR THE SPECIFIC SERVICE (CALCULATED ON AN ANNUAL BASIS, WHEN APPLICABLE) SOFTWARE FROM WHICH SUCH CLAIM ARISES, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE OR OTHERWISE EXCLUDED HEREUNDER.
 - No Indirect Damages.** EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF RSA'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR RSA (INCLUDING RSA'S SUPPLIERS) SHALL (a) 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 (b) BRING ANY CLAIM BASED ON SOFTWARE OR SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.
 - Trade Practices Legislation.** RSA's liability under any statutory right or any condition or warranty, including any implied by any State Fair Trading Act or the Trade Practices Act, 1974 (Cth) is, to the maximum extent permitted by law, excluded. To the extent that such liability cannot be excluded, RSA's liability is limited at the option of RSA to any one or more of the following: (i) the replacement thereof or the supply of its equivalent; (ii) the repair thereof; (iii) the payment of the cost of replacement thereof or of acquiring its equivalent; or (iv) the payment of the cost of having such repaired.
- F. New Zealand -** The terms in this subsection E apply only when the Customer is located in New Zealand:
- Section 6 (LIMITATION OF LIABILITY). This section is deleted in its entirety and replaced with the following:
 - LIMITATION OF LIABILITY.**
 - Limitation on Direct Damages.** RSA'S AND ITS SUPPLIERS' TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF SOFTWARE OR SERVICE PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY RSA'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (i) NZ\$2,000,000, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; AND (ii) THE PRICE PAID BY CUSTOMER TO RSA FOR THE SPECIFIC SERVICE (CALCULATED ON AN ANNUAL BASIS, WHEN APPLICABLE) OR SOFTWARE FROM WHICH SUCH CLAIM ARISES, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE OR OTHERWISE EXCLUDED HEREUNDER.
 - No Indirect Damages.** EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF RSA'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR RSA (INCLUDING RSA'S SUPPLIERS) SHALL (a) 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 (b) BRING ANY CLAIM BASED ON SOFTWARE OR SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.
 - Fair Trading Legislation.** RSA's liability under any statutory right or any condition or warranty, including any implied by the Fair Trading Act 1986 or Consumer Guarantees Act 1993 ("FTA") or any similar law is, to the maximum extent permitted by law, excluded. To the extent that such liability cannot be excluded, RSA's liability is limited at the option of RSA to any one or more of the following: (i) the replacement thereof or the supply of its equivalent; (ii) the repair thereof; (iii) the payment of the cost of replacement thereof or of acquiring its equivalent; or (iv) the payment of the cost of having such repaired.

13. CUSTOMER OBLIGATIONS

- Customer may not engage any third parties to conduct security audits of RSA Products without the prior written consent of RSA.
- Customer agrees to comply with the RSA Security Vulnerability Reporting Policy, currently located at <https://www.rsa.com/en-us/vulnerability-response-policy>
- If Customer has purchased maintenance services, Customer understands that such maintenance services are subject to the Maintenance Agreement, currently located at <https://www.rsa.com/content/dam/en/terms/rsa-maintenance-agreement.pdf>, which Customer agrees to accept.
- If the Software purchased is Outseer Fraud Manager, then Customer acknowledges and agrees that such Software is also subject to the terms and conditions set out in Schedule 1 hereto.



SCHEDULE 1

FRAUD MANAGER PRODUCT SPECIFIC TERMS & CONDITIONS

1. Definitions.

The following terms shall have the definitions below or set forth elsewhere herein. All references to “Section” shall refer to sections of this Schedule, unless otherwise specified herein.

“**Active End User**” means an account holder or other client of the Customer (an “End User”) whose identity has been processed or profiled or scored or authenticated or otherwise verified by the Product at least once in the course of the six (6) months immediately preceding the then current date.

“**Active End User Ceiling**” means the maximum number of Active End User which Customer is licensed to store at any given time using the Product and as set out in applicable Quote.

“**Outseer Global Data Network™**” means a service owned and operated by RSA which contains information aggregated by RSA, discovered by the parties as part of the performance of their obligations under this License Schedule, obtained, and/or procured from third parties and/or resulting from risk and fraud assessments carried out by RSA and includes without limitation IP addresses, cookies and any other related data. The Outseer Global Data Network will not include any information which would allow the holder thereof to identify an End User.

“**Exhibit**” means Exhibits A, B, and/or C attached hereto, the terms of which are incorporated herein by reference;

“**Product**” means (a) the RSA consumer software suite described in Exhibit A and developed by RSA together with any Software releases, fixes or patches delivered pursuant to the Maintenance Services, known as Outseer Fraud Manager.

2. License, Ownership.

A. RSA hereby grants Customer a non-exclusive, nontransferable perpetual or term (as specified in the applicable Quote) license to run and use those components of the Product as selected an RSA issued Quote, for Customer’s own use for the purpose of processing Active End User authentication information on its web portals, online services, and/or its electronic transaction clearing systems. Such license shall be subject always to the Active End User Ceiling as further detailed in this Schedule

B. Ownership and/or License of the Outseer Global Network. RSA shall retain and own all right, title and interest and all intellectual property rights (including but not limited to copyrights, trade secrets, trademarks and patent rights) to the Product and all information which is collected, submitted to and made available on the Outseer Global Network in the course of the performance by either party of their obligations under this Schedule (or where such title cannot be granted or otherwise transferred to RSA then Customer agrees to grant RSA an unconditional, unlimited, unrestricted, royalty free license to use, distribute and/or otherwise make available such information).

C. RSA Trademark License. For so long as this Schedule remains in force RSA grants Customer the right to use the “Secured by Outseer” trademarks described in Exhibit C (the “**Outseer Mark**”) solely for the purpose of displaying the RSA Mark on the End User facing web-based log in pages of its online services in compliance with Section 3 below. Customer’s use of the RSA Mark will conform at all times with RSA’s quality and usage requirements and will be subject to prior review and approval by RSA. Customer will not seek to register any trademarks of RSA in any country in the world. Any use of the RSA Mark shall be in accordance with RSA’s reasonable policies regarding advertising and trademark usage as established from time to time.

3. RSA Branding of the Active End User interface to the Licensed Software.

For so long as Customer is subscribing for the Maintenance Services, Customer will place the following words: “Secured by Outseer”, in the form of the trademark logo attached hereto under Exhibit C, on the client facing web based user interface which is deployed by Customer for the purpose of allowing Active End Users access to the Product. Nothing else herein shall prevent Licensee from separately branding its security processes which may use the Licensed Software and other security processes.

4. Billing Files.

Customer will provide RSA with the billing files as generated by the billing utility component of the Product (as further detailed in the Documentation) at the end of each calendar month for the purpose of evidencing its ongoing compliance with the Active User Ceiling from time to time and subject to RSA’s audit rights under the Agreement.

5. Product Delivery.

RSA Software shall be delivered to the Customer at the email address specified in the applicable Quote.



6. Authorized Active End Users; Active End User Ceiling Increases.

Customer may increase the authorized Active End User Ceiling from time to time by way signing an RSA Quote referencing this Agreement. Where Customer has exceeded its then authorized Active End User Ceiling, Customer will promptly (and in any event in not less than thirty (30) days from the date the Active End User Ceiling is first exceeded) procure an increase to its then licensed authorized Active End User Ceiling, for the fees and in the minimum increments set out in a Quote so as to meet or exceed its actual use of the Product. . Where Customer has upgraded the authorized Active End User Ceiling, RSA will invoice Customer the adjusted Maintenance Services fees on a pro-rata basis for the Maintenance Services year then in progress on the date of such upgrade in a Quote.

7 Maintenance Services:

Customer hereby purchases the Enhanced Support and Data Services as further described in Exhibit B for the Products ordered under this Schedule for a term of one (1) year (the “**Initial Maintenance Term**”) commencing on the date the Product is Delivered. Thereafter, Maintenance Services shall renew on an annual basis, subject to Customer’s payment of RSA’s invoice for the applicable Maintenance Services fees. RSA may increase the Maintenance Services fee, to be effective at the commencement of any future annual period, provided that RSA notifies Customer, in writing, of such fee increase at least thirty (30) days prior to the end of the previous annual period.

A. Perpetual License. Customer hereby purchases the Enhanced Support and Data Services as further described in Exhibit B for the Products ordered under this Schedule for a term of one (1) year (the “Initial Maintenance Term”) commencing on the date the Product is Delivered. Thereafter, Maintenance Services shall renew on an annual basis, subject to Customer’s payment of RSA’s invoice for the applicable Maintenance Services fees. RSA may increase the Maintenance Services fee, to be effective at the commencement of any future annual period, provided that RSA notifies Customer, in writing, of such fee increase at least thirty (30) days prior to the end of the previous annual period.

B. Term License. Enhanced Support and Data Services as further described in Exhibit B for the Products ordered under this Schedule shall be provided for the duration of the license term commencing on the date the Product is Delivered and co-terminus with the end of the license term.

C. Maintenance Services are not available for Products that have reached the End of Primary Support date (as referenced in section 13.C of the Agreement)



EXHIBIT A

Base Product Description:

The Product without Additional Features is available for the license fees detailed in a signed Quote.

Product – Outseer Fraud Manager Components - Login
Assessment, analysis and scoring of login activities (in the online and mobile channels) by a Bayesian, self-learning risk engine that leverages both device and behavioral secure cookies, Flash Shared Objects, device forensics and network forensics including IP geolocation. This can be applied only during account login)
Baseline Policy Manager and Risk Models. (One set of policies per institution and generic risk models.)
Secondary Authentication: Challenge Questions. (Challenge Questions, including enrollment to collect challenge questions and answers.)
Outseer Global Data Network Access. (Shared fraud data.) It is understood by the parties that Customer’s access to the eFraud Network shall be contingent on Customer’s agreement to submit nonidentifiable fraud data via log files for inclusion in RSA eFraud Network’s aggregated database and subject to Customer’s ongoing subscription to the Enhanced Support and Data Services.
Case Management Module: Provides the Client functionality to track and update Active End User activities that were flagged for follow-up or authentication

Description of Additional Features:

These components of the Product are available for extra license fees as detailed in a signed Quote.

Product – Transaction Monitoring
Assessment, analysis and scoring of post-login transactions activities by a Bayesian, self-learning risk engine that leverages both device and behavioral profiling. A case management application allows investigating high risk transactions, marking the fraudulent ones, and feeding feedback into the risk engine. A partial list of such post-login transaction activities includes but is not limited to: transferring funds, making online payments, establishing payees, viewing check images, changing personal information, etc.

Product – Mobile Protection
The Outseer Fraud Manager Mobile Protection Module provides strong authentication to end users who access online banking applications via a mobile device (i.e. mobile phone, smart phone, iPhone, PDA, Blackberry etc.). This module complements Outseer Fraud Manager web channel protection module. It is powered by the same risk-based authentication technology and provides the Customer with a unique risk model designed to address specific mobile transaction characteristics. By using the Mobile Protection Module, the Customer benefits from multi-channel fraud protection.

Service – Authentication Methods
<i>OneTime Password (“OTP”).</i> OTP generated by Outseer Fraud Manager and sent by Customer to the End User. .
<i>Out of band phone call.</i> Out-of-band phone call (telephone confirmation using telephone numbers stored in Customer’s systems)feature involves set up costs and fees to make the phone calls (one time third party set up fee; onetime RSA setup fee; fee per phone call).
<i>Out-of-band SMS.</i> One Time Password generated by Outseer Fraud Manager and sent by RSA to end user via SMS. The out-of-band SMS feature involves set up costs and fees to send the SMS (one time third party set up; onetime RSA set up fee; and a per SMS message fee). Out of band (“OOB”) phone call/SMS is provided via third parties and infrastructure not owned/controlled by RSA. Delivery of calls/messages (or the timing of delivery) is not guaranteed. RSA’s warranties and/or indemnities do not extend to nor apply to OOB services.



Service – Enhanced ATO Protection

Allows the Customer to use FIDO-2, Biometric and Password-less authentication (supported through a Mobile Application or Mobile SDK) as additional authentication options. Customers purchase by minimum transactions / month for a contract term. Customers are invoiced monthly based on actual transaction usage in arrears. RSA's warranties and/or indemnities do not extend to nor apply to Enhanced ATO Protection

Service – Account Enrollment

Allows the Customer to deliver digital Identity Proofing & Verifications for the End Users. The End User's digital identity is created (through a Mobile Application or Mobile SDK) in the Customer's application using 3rd party verification services to provide confirmation of their physical identity. Customer purchases a specific number of proofs that the Customer can use during the contracted term. All ID Proofs purchased expire at the end of the contracted term. RSA's warranties and/or indemnities do not extend to nor apply to Account Enrollment.

Note:

The Authentication Methods, Enhanced ATO Protection and Account Enrollment features listed above are only available only as long as Customer is subscribing for the Maintenance Services. The initial term of the of these license features and the first annual renewal thereof shall be co-terminus with the term of the Maintenance Services



EXHIBIT B
Enhanced Support and Data Services

Customer acknowledges that the Basic Support Services (as described in section 13.C. of the Agreement (the “**Support Website**”) are not available for the Product licensed under this Schedule.

In addition to then current Enhanced Support Services which will be provided as detailed on the Support Website, the Customer will also receive the Data Services described hereunder.

1. Definitions.

In addition to those defined terms of the Agreement and the Schedule, the following definitions shall be used for purposes of this Exhibit B.

- A. “**Data Services**” means, the delivery by RSA on an ongoing basis of (i) the Information; and (ii) updates to the Outseer Global Network; and RSA making available the online statistical analysis tools for the use of the Customer. The Information and any other data delivered pursuant to the Data Services will be deemed to form part of the Product under the Schedule.
- B. “**Geo-Location Service**” means the geo-location component made available with the Product.
- C. “**Information**” means the data and information derived from the Geo-Location Service.

2. RSA Data feeds for Fraud Manager.

Customer will receive the following Data Services:

- A. Delivery of Outseer Global Network database updates. Updates to the Outseer Global Network database will be made available to Customer by RSA via Internet protocol from RSA hosted servers. Where configured in accordance with the Documentation, the Product will automatically download the updates on a periodic basis and load them into a local data store, which is used for run-time analysis of inbound transactions.
- B. Delivery of Information. Information updates will be made available by RSA to Customer via Internet protocol from RSA hosted servers. Customer will download the updates on a periodic basis and load the Information into the Product for run-time analysis of inbound transactions. Customer shall install updates promptly within 90 days of updates being made available.
- C. Online Statistical Analysis Tools. RSA will make available to Customer a set of reports or tools for generating reports, which will be hosted on RSA web servers, to allow Customer to understand Product system usage levels and patterns.

3. Enhancements to Maintenance Services.

Customer may purchase enhancements to the Maintenance Services, including the Personalized Support options Services, as described on the Support Website.

4. Additional Customer Obligations.

- A. Network and Device Forensics. In addition to those obligations set out on the Support Website, Customer shall provide to RSA daily scrubbed data activity logs, the case log file and the forensic data logs as further described in the Documentation. RSA will review these logs in order to provide the Maintenance Services hereunder and to improve forensic analysis of future Software Releases of the Product. Customer shall not transmit, send or otherwise provide, directly or indirectly, to RSA any data that is considered personally identifiable under the laws of the jurisdictions applicable to Customer’s installation and use of the Product and Customer’s operations, and shall indemnify RSA for all third party claims arising as a result of Customer’s breach of this obligation.
- B. Restrictions on use of the Geolocation Service and Information. Customer will not (a) reproduce or distribute the Geo-Location Service in a manner that allows its users to access the Geo-Location Service in any way other than through aggregate reports generated by the Product (as described in the Documentation); or (b) use the Information to create or otherwise support the transmission of unsolicited commercial email.



EXHIBIT C

Trademark and usage guide

Logo Guidelines

The Outseer logo has been designed as an indicator that the customer is using the Outseer Fraud Manager Solution. It is designed for web and print use and is not intended to be a substitute for the corporate logo or for use in locations other than the web pages or promotional material of companies who have purchased Outseer Fraud Manager. Nor is the Outseer logo to be used as a substitute for the corporate logo in places where the Customer corporate logo is appropriate. Logo files may be obtained by contacting your count relationship manager

Outseer Color Logo

Our logo should appear on any branded collateral



Outseer Single Color Logo



The Iris

The iris is shorthand for Outseer. It stands for protection and focus.



Logo Usage & Partnership Combination Guidelines

Outseer Logo + Clear Space



✓ Do announce a partnership with clear space, similar sizing, same baseline



✗ Never stack, manipulate, or edit the Outseer Logo



Do

- ✓ Allow for clear space between logos
- ✓ Keep logos at a similar size
- ✓ Keep logos on same baseline

Don't

- ✗ Stack logos
- ✗ Place logos inside each other
- ✗ Manipulate or edit logos

