

RSA SOFTWARE USE RIGHTS

RSA software products (“Software”) are licensed by RSA to customers who order 1) directly from RSA (“Direct End-Users”) under a signature-bearing agreement between RSA or the applicable EMC affiliate and the Direct End-User, 2) under the terms of an End-User License Agreement (“EULA”) that is between RSA or the applicable EMC affiliate and the entity making productive use of the Software, or 3) through channel partners under the terms of a EULA that is between RSA or the applicable EMC affiliate and the entity making productive use of the Software. The information in this Software Use Rights (“SUR”) document is provided to further define the license rights and limitations for Software products.

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

- **Appliance (APP).** An appliance is the Hardware provided to Customer which has been loaded with the RSA Software.
- **Central Processing Unit (CPU).** RSA Software licensed on a “per CPU” basis means the maximum number of CPUs upon which you may install and use this RSA Software. A CPU is a single central processing unit within a computer system.
- **Collector Device (CD).** RSA Software licensed on a “collector device” basis means the number of source devices and applications from which events are collected within the Customer environment. The Server is licensed to run a single instance on the RSA® enVision® Appliance.
- **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 you may use the RSA Software. A “Database” is a data repository managed by a Server.
- **Events per Second (EPS).** RSA Software licensed on an “Events per Second” basis is defined as the number of events collected per second within the customer environment.
- **Field of Use (FOU).** RSA Software licensed on a “Field of Use” basis is licensed with a license restriction on a field of use, number of users, servers, platforms, or other restrictions. A “Field of Use” is defined as a license restriction as outlined in a Schedule, Quote, or Purchase Order subject to the terms and conditions of the Agreement.
- **File System (FS).** RSA Software licensed on a “per file system” basis means each file server to be encrypted. Separate licenses for production and development systems are required.
- **Instance (INST).** RSA Software licensed on a “per Instance” basis means the maximum number of individual installations of an RSA Software application, or “Instances,” you may use at the same time in a production environment. For each Instance of the RSA Software license hereunder for production use, the Customer will receive the right to use two (2) additional Instances in non-production use (including standby/development/disaster recovery). License fees for additional Instances (both production and non-production) will be quoted on request.
- **Number of Connections.** RSA Software licensed on a “Number of Connections” basis means the RSA Software is licensed per connection between each computer FIM connects to.

- **Server (SVR/SRVR).** RSA Software licensed on a “per server” basis means the maximum number of physical servers on which you may install and use the RSA Software.
- **User (USR).** RSA Software licensed on a “per User” basis (sometimes referred to as a per “seat”) basis means the maximum number of Users that may be authorized to use or access the RSA Software, regardless of whether such Users are actively using or accessing the RSA Software at any given time. Except as otherwise agreed in an applicable Agreement, Schedule, or Quote, “User” means your agents, employees, consultants, or independent contractors authorized by you to use the RSA Software on your behalf. RSA Archer® Software Specific USR qualifiers: Different categories of Users (USR) will apply for RSA Archer Software licensed on a per User basis (these do not apply where the RSA Archer Software is licensed on a per Instance (INST) basis).
- **Full Access User (USR-FAU).** Means a User with unrestricted access, with authority to create, update, and/or delete system entries, to all nine (9) core solutions of the RSA Archer Software including: Policy Management, Risk Management, Compliance Management, Incident Management, Vendor Management, Threat Management, Enterprise Management, Business Continuity, and Audit Management. This further includes unlimited User access to On-Demand applications, the Training and Awareness solution, Questionnaires, and Exchange Applications.*
- **Assessment User (USR-AU).** Assessment Users are authorized to use the RSA Archer Software for the purpose of conducting up to four (4) assessments each year using the following core solutions of the RSA Archer Software only: (i) Risk Management, (ii) Vendor Management, and/or (iii) Compliance Management Solutions. Assessment Users have authority to create, update, and delete system entries (subject to the foregoing limitations on accessible core solutions of the RSA Archer Software and frequency).*
- **Read-Only User (USR-ROU).** Read-Only Users may only access the following core solutions of the RSA Archer Software: (i) Policy Management, (ii) Training & Awareness, and/or (iii) Business Continuity Management Solutions. Read-Only Users are not permitted to create, update, and/or delete any system entries.*

** Please refer to the generally available product documentation for descriptions of the foregoing core solution components.*

ADDITIONAL INFORMATION

Additional disclaimer applicable to RSA Archer Software: “RSA Security LLC and its affiliates explicitly disclaim any warranty or guarantee of the accuracy, currency, completeness, or adequacy, of the content provided herein, and shall in no event be liable for any loss, damage, liability, or expense suffered by any person in connection with reliance by that person on any such material or otherwise. In no event shall the inclusion of any of the content provided herein be construed as legal advice. **INFORMATION PROVIDED AT THIS SITE IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**”

Additional copyright information applicable to RSA Archer Software: “Portions Copyright © 2002 to 2010 Corporate Web Solutions Ltd./WebAvail Productions Inc.”

Additional terms applicable to RSA Archer Software: RSA may identify Customer for reference purposes and use Customer’s logo in its marketing material unless and until Customer expressly objects in writing.

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

Restrictions on use of RSA enVision Software:

- (1) RSA enVision Software identified in an order as a test system may be used in non-production environments only;
- (2) enVision Software identified in an order as a standby system may be used with cold-standby deployments only. The foregoing is subject to the following exception: In the event the production system that the standby system has been purchased with is unavailable due to failure or maintenance, the standby system may be used in a production environment. In no event may redundant system pairs operate concurrently beyond the use required due to failure or maintenance. Use of the standby system in a production environment shall be subject to the license restrictions of the production environment it is replacing;
- (3) Customer may receive the enVision Software in more than one medium. Customer may not use or install the other medium on another computer and may not loan, rent, lease, or otherwise transfer the other medium to another user; and
- (4) Customer understands that enVision Software is bundled with products which are subject to the Microsoft Software License Terms, currently located at <http://www.rsa.com/node.aspx?id=2469> and <http://msdn.microsoft.com/en-us/sqlserver/aa937726>, which Customer agrees to accept.

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

Restriction on Use of RSA Archer Software:

If Customer is licensing RSA Archer software on a term basis, the following provisions shall apply:

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

The initial term of the license granted by RSA to Customer to use the such RSA Archer Software (the "Initial Term") shall commence on the effective date of this Quotation and remain in effect for (i) the period stated on the first page of this Quotation; or (ii) where no such period is so stated for three (3) years, unless sooner terminated in accordance with the Governing Agreement(s). The Initial Term shall automatically renew for consecutive additional one (1) year periods (each a "Renewal Term") provided that (1) Customer pays the applicable license fee (as specified in this Quotation or as otherwise quoted by an RSA representative or channel partner) prior to expiration of the then current term, and (2) neither party has sent the other party written notice of termination at least sixty (60) days prior to the end of the then current term.

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

Pricing and Payment: The "Net Price" listed on the first page of this Quotation in the applicable row of the "Products" table shows the total amount that Customer shall pay for the license of RSA Archer Software for the Initial Term. RSA shall invoice Customer annually in advance for one (1) year's worth of license and maintenance fees for each year of the Initial Term and any Renewal Term. For example: if the Initial Term is three (3) years RSA will send Customer an invoice for 1/3 of the "Net Price" after the RSA Archer Software is made available to Customer through electronic file transfer or shipment of media containing such Software. In certain instances, RSA may invoice term licenses for RSA Archer software in a different manner. In such a case, the amount due for each year of the term license shall be set forth in the row entitled "Miscellaneous" on the first page of this Quotation.

If Customer is licensing RSA Archer Software bundled with other RSA software (SKU: BLP-P Solution Platform-perpetual license), the following provision shall apply:

Software License: Notwithstanding anything to the contrary in this Quotation or the Governing Agreement(s), whether stated in a section entitled "Grant of License" or elsewhere, Customer shall only be able to utilize the RSA Archer Software for internal purposes with other RSA software which Customer has licensed.

Restriction on Use of RSA NetWitness Products:

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

RSA may use all or any portion of information and knowledge gained by RSA in connection with such products, including, without limitation, such information and knowledge regarding attacker and beacon activity, to improve hardware, software, and/or services. RSA may also share it with others, such as hardware and software vendors who may use it to improve how their products interoperate with or support RSA products or services. To the extent that any services specified in any contract resulting from this Quotation, including without limitation installation, configuration, and/or maintenance services, constitute "defense services" as defined under the U.S. International Traffic in Arms Regulations ("ITAR"), 22 CFR 120.9, then RSA's commitment to provide such services shall be subject to the receipt of any required authorization from the U.S. Department of State, and the delivery schedule and pricing for such services shall be reasonably adjusted as appropriate to reflect such requirements. RSA shall not be liable for any delay in performing or failure to perform defense services due to delays or refusal by the U.S. Department of State to grant any such required authorization.

If Customer is licensing RSA NetWitness products or services on a term basis, the following provisions shall apply:

To the extent the first page of a Quotation offers a NetWitness product or service on a term or subscription basis, notwithstanding anything to the contrary in this Quotation or the Governing Agreement(s), no perpetual licenses are granted to Customer for the use of such product or service. The term license to such product or service shall commence on the effective date of this Quotation and remain in effect for the period stated on the first page of this Quotation.

Restriction on Use of RSA Adaptive Authentication On-Premise Product:

If Customer licenses the RSA Adaptive Authentication On-Premise Product, the provisions set forth on Schedule 1 hereto shall apply.

SCHEDULE 1

ADAPTIVE AUTHENTICATION 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 Users which Customer is licensed to store at any given time using the Product and as set out in applicable Quote.

RSA “eFraud Network™” database means a database 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 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, Phishing website URLs, and any other related data.

“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 the RSA Adaptive Authentication Web Protection System.

2. License, Ownership.

A. RSA hereby grants Customer a perpetual, non-exclusive, nontransferable license to run and use those components of the Product as selected in 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. Additional Software License Restrictions. Customer will not directly or indirectly use the Product for its internal enterprise authentication purposes. For the purpose of the Schedule, “internal enterprise authentication” means authenticating a login request (which request may originate either remotely or from Customer or an Affiliate's premises) of an employee, consultant, or an agent of Customer (or an Affiliate) for the purpose of granting the requestor access to Customer (or an Affiliate's) computer networks for the purpose of performing their assigned work.

C. Ownership and/or License of the eFraud Network database information. 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 all information which is collected, submitted to, and made available on the eFraud 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).

D. RSA Trademark License. For so long as this Schedule remains in force, RSA grants Customer the right to use the “Secured by RSA” trademarks described in Exhibit C (the “RSA 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 (on next page). 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 (unless it is a U.S. governmental entity) place the following words: “Secured by RSA”, in the form of the trademark logo attached hereto under Exhibit C, on (i) the client facing web-based user interface which is deployed by Customer for the purpose of allowing Active End Users access to the Product; and (ii) whenever the personal security image of the site-to-user authentication module (as described in Exhibit A) is shown. 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 Exhibit A.

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 of a purchase order referencing this Schedule. 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. Such increases will be procured by way of a purchase order referencing the Quote. 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 first made electronically available for download. 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.

EXHIBIT A

Base Product Description:

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

Product—RSA Adaptive Authentication Components—Login
Risk Based Authentication at Login (web-channel device identification using 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.)
RSA eFraud 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 non-identifiable 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.
Site to User Authentication Module. (Enrollment and maintenance of image assignments, and image pool of 38,000 images.)

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 RSA Adaptive Authentication 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 RSA Adaptive Authentication's 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 Adaptive Authentication and sent by Customer to the End User.
<i>Out of band (“OOB”) Phone Call.</i> OOB phone call (telephone confirmation, using RSA’s service and infrastructure and telephone numbers stored in Customer's systems. Depending on the selected integration method, the OOB phone feature requires additional telephony infrastructure and involves set up costs and fees to make the phone calls.
<i>OOB SMS.</i> One Time Password generated by Adaptive Authentication and sent by RSA to End User via OOB SMS using phone numbers stored in Customer’s system (only for phones that support SMS). The OOB SMS feature involves set up costs and fees to send the SMS. Delivery of SMS messages (or timing of delivery) is not guaranteed.

EXHIBIT B

Enhanced Support and Data Services

Customer acknowledges that the Basic Support Services (as described on 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 eFraud 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.
- D. **“Support Website”** means RSA’s online support resource currently located at <http://www.rsa.com/node.aspx?id=1067>.

2. RSA Data Feeds for Adaptive Authentication.

Customer will receive the following Data Services:

- A. Delivery of eFraud Network database updates. Updates to the eFraud 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.
- 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 EMC 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 EMC 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.

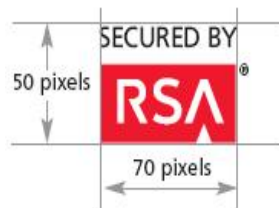
EXHIBIT C

Trademark and Usage Guide

SECURED BY RSA—Logo Designator for RSA Adaptive Authentication Customers

The SECURED BY RSA logo has been designed as an indicator that the customer is using the RSA Adaptive Authentication 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 that have purchased Adaptive Authentication. Nor is the SECURED BY RSA mark to be used as a substitute for the corporate logo in places where the Customer corporate logo is appropriate. This logo is not posted. Logo files may be obtained by contacting the Identity Protection and Verification solutions group at RSA corporate headquarters. It is to be used at the size indicated below. The logo consists of the RSA brick and the words SECURED BY. These two components should not to be separated or changed; SECURED BY should always appear in the same proportions and relationship to the RSA notched rectangle.

Correct size and layout



Incorrect: altered layout



Incorrect: altered proportions



Incorrect: combination with corporate logo

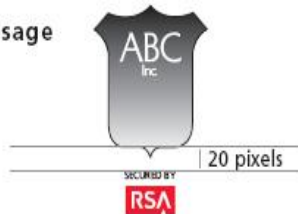
The words "The Security Division of EMC" are not part of the SECURED BY RSA logo. The corporate logo, which includes the word "The Security Division of EMC", is a separate mark; the two logos may not be combined.



In customer applications, the logo is to be seen only as a third-party mark that indicates the security features of the customer's website. Therefore the following restrictions apply to use:

(i) The logo may not be enclosed by the Customer's logo or other artwork so as to appear to be part of the Customer's logo.

Correct Usage



Incorrect Usage



(ii) The logo may be placed adjacent to the customer's logo or other artwork as long as there is sufficient empty (white) space between the two logos. Sufficient space online is defined as 20 pixels in any direction from the outer edges of the SECURED BY RSA logo. Sufficient space in print is defined as .5 inches in any direction from the outer edges of the logo.

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