

SECURID UNITS OF MEASURE AND SOFTWARE USE

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

SecurID 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 SecurID Software. Some agreements, schedules, or quotes refer to the UOM as a “license unit” or such other similar term. Use of the SecurID 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).** SecurID 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 SecurID Software, regardless of whether such Users are actively using or accessing the SecurID 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 SecurID 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 or profiled or scored or authenticated or otherwise verified by the SecurID product at least once in the course of the calendar month immediately preceding the then current date.
- **Appliance (APP).** An appliance is the Hardware provided to customer which has been loaded with the SecurID Software.
- **Central Processing Unit (CPU).** SecurID Software licensed on a “per CPU” basis means the maximum number of CPUs upon which a customer may install and use this SecurID Software. A CPU is a single central processing unit within a computer system.
- **Concurrent (CNC).** SecurID 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 SecurID Software.
- **Database (DB).** SecurID Software licensed on a “per Database” basis means the maximum number of Databases with which a customer may use the SecurID Software. A “Database” is a data repository managed by a Server.
- **File System (FS).** SecurID 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).** SecurID Software licensed on a “per Instance” basis means the maximum number of individual installations of a SecurID Software application, or “Instances,” a customer may use at the same time in a production environment. For each Instance of the SecurID 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 SecurID 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).** SecurID Software licensed on a “per server” basis means the maximum number of physical servers on which you may install and use the SecurID Software.

ADDITIONAL INFORMATION

Additional terms applicable to all SecurID Products: SecurID may identify customer for reference purposes and use customer’s logo in its marketing material.

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

Restriction on Use of SecurID Authenticators: Customer shall use the SecurID authenticators only to authenticate to SecurID Software. Customer shall not use any hardware cards, tokens, or other devices not provided by SecurID

to authenticate to the SecurID Software, except those explicitly authorized by the product license.

If Customer is licensing any SecurID Software or subscribing to any SecurID 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.

SecurID's right to collect System Data:

In certain circumstances, SecurID collects data from customer installations of SecurID products for purposes including but not limited to accurate billing of product usage and to maintain and improve SecurID products ("System Data"). SecurID's collection and use of such System Data is detailed in the applicable product's documentation.

By proceeding with installing and using the applicable SecurID products, your company hereby consents and grants to SecurID a license to collect System Data from your company's installation and use of the applicable SecurID product, for SecurID to use such data for all reasonable and necessary purposes. SecurID does not collect or use personally identifiable information in the System Data. Where possible based on the reason for SecurID's collection of the System Data, your company may terminate SecurID's collection of System Data at any time by disabling the System Data feature, if available, in the applicable SecurID product.

SecurID's right to use customer feedback related to SecurID's products:

For any feedback customer provides to SecurID about SecurID products and/or services, customer hereby irrevocably assigns to SecurID all intellectual property rights customer may have in such feedback. If any rights in feedback are not assignable to SecurID for any reason, customer hereby grants to SecurID, 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 SecurID and its affiliates to implement and use the feedback.

Additional terms applicable to SecurID Software:

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

If Customer is purchasing SecurID Cloud Service, then the following provision shall apply:

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

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

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