

RSA UNITS OF MEASURE AND SOFTWARE USE

RSA software products (“Software”) are licensed by RSA Security LLC or the relevant RSA sales affiliate (“RSA”) to customers who order 1) directly from RSA (“Direct End-Users”) under a signature-bearing agreement between RSA and the Direct End-User, 2) under the terms of an End-User License Agreement, which applicable agreements are currently at: <https://www.rsa.com/en-us/company/standard-form-agreements> (“EULA”) that is between RSA and the entity making productive use of the Software, or 3) through channel partners under the terms of a EULA that is between RSA and the entity making productive use of the Software (collectively the “Governing Agreement”). The information in this Units of Measure and Software Use Rights document is provided to further define the license rights and limitations for Software products.

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

- **Active End 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 RSA product at least once in the course of the six (6) months immediately preceding the then current date.
- **Appliance (APP).** An appliance is the Hardware provided to customer which has been loaded with the RSA Software.
- **Central Processing Unit (CPU).** RSA Software licensed on a “per CPU” basis means the maximum number of CPUs upon which a customer may install and use this RSA Software. A CPU is a single central processing unit within a computer system.
- **Concurrent (CNC).** RSA Software licensed on a “per concurrent User” or “per concurrent client connection” basis means the maximum number of Users or client connections that may concurrently use or access the RSA Software.
- **Database (DB).** RSA Software licensed on a “per Database” basis means the maximum number of Databases with which a customer may use the RSA Software. A “Database” is a data repository managed by a Server.
- **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, or quote subject to the terms and conditions of the Governing 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.
- **Incident.** An Incident means any one of the following as identified on the RSA Quotation or the service set up form:
 - i. **“AP Incident”** – Either (a) one (1) Universal Resource Locator (herein a “URL”); one (1) internet domain; or one (1) website; which direct account holders and/or clients of the customer to those specific web based locations; or (b) one (1) email account associated with either of the above web based locations and which is used for the collection of compromised credentials (including e-mail mailbox involved in advance fee fraud “419” e-mail scams); and with respect to which RSA took action to close down or block the web based location or email account; used counter-measures; or performed forensic work.
 - ii. **“AT Incident”** – One (1) element of crimeware, uniquely identified using the “MD5 hash” method via what is commonly known as the Universally Unique Identifier (“UUID”), with respect to which RSA took action to detect and analyze a Trojan, perform forensic work, close down or block the domain or IP address of the “Infection Point”, (the site which executes a code routine for the purpose of installing or updating crimeware with or without the consent of the website viewer or which makes crimeware available for download by third parties) or, a “Command and Control” point (being a computer which receives information from or controls a Trojan installed on a third party’s computer), or an “Update Point” (an web based resource from which crimeware may download software updates or new configuration instructions), or “Drop Site” (including an email account which is used for the collection of compromised credentials);
 - iii. **“ARA Incident”** – A mobile app is internet application that runs on a mobile device (an “App”) that enables users to (a) connect their device to internet services that are more commonly accessed by computers or (b) use the internet on their mobile device. An App store is an online portal/store where Apps are publicly available for download, license or sale (“App Store”). An “App Detection” means a universal resource locator (a “URL”) detected on an App Store by the AFCC that contains a reference to a Customer Domain name. In the event of an App Detection, Customer will receive an alert via email listing the detected App(s). Upon receipt of an App Detection alert, Customer will promptly review the alert and identify in writing to RSA which specific App(s) listed in the alert:
 - a. are not authorized nor approved by Customer; and
 - b. that Customer wants RSA to take action

(collectively the “**Action Request**”). Each App listed in an Action Request shall be counted as one (1) Incident for the purposes of taking action. Notwithstanding the foregoing, Customer agrees that the same App in different App Stores that have different/unique URLs shall each be counted as a separate Incident for the purposes of taking action.

- iv. “**SM Incident**” – Social networks are on-line portals or applications that enable its subscribers to publically post information. Such postings are commonly known as ‘social media’. A “**SM Detection**” means a threat detected in social media posting that contains a reference to a Customer Domain name. In the event of an SM Detection, Customer will receive an alert via email listing the detected social media. Upon receipt of an SM Detection alert, Customer will promptly review the alert and identify in writing to RSA which specific SM listed in the alert:
- a. are not authorized nor approved by Customer; and
 - b. that Customer wants RSA to take action
- (collectively the “**Action Request**”). Each SM listed in an Action Request shall be counted as one (1) Incident for the purposes of taking action. Notwithstanding the foregoing, Customer agrees that the same SM on different social networks that have different/unique URLs shall each be counted as a separate Incident for the purposes of taking action

- **Instance (INST).** RSA Software licensed on a “per Instance” basis means the maximum number of individual installations of an RSA Software application, or “Instances,” a customer may use at the same time in a production environment. For each Instance of the RSA 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.
- **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.
- **Registered User (RU).** A registered user is a username and valid credentials that have been created by an individual, which enable the individual to access an account on the applicable licensee domain(s) identified on the RSA Quotation or the ordering document.
- **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.
- **Unique Visitor (UV).** An individual who visits a licensee’s domain that has not already visited such licensee’s domain in the current month

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 Governing Agreement, schedule, or quote, “User” means a customer’s agents, employees, consultants, or independent contractors authorized by customer to use the RSA Software on customer’s behalf to support customer’s internal business purpose.

ADDITIONAL INFORMATION

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

Restrictions on use of RSA SecurID solution and Authenticators: Please refer to SecurID Units of Measure/ Software Use Rights located at <https://www.securid.com/en-us/standard-agreements/>

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

Software License 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 RSA Software 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 rights granted hereunder shall not survive termination of the Governing Agreement(s) and such Agreement(s) are deemed amended to give effect to this provision.

RSA’s right to collect System Data:

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

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

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

For any feedback customer provides to RSA about RSA products and/or services, customer hereby irrevocably assigns to RSA all intellectual property rights customer may have in such feedback. If any rights in feedback are not assignable to RSA for any reason, Customer hereby grants to RSA, its Affiliates and their successors a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, perpetual and irrevocable license, under all of customer's intellectual property rights in the feedback, for RSA and its affiliates to implement and use the feedback.

Additional terms applicable to RSA Archer Software, Archer SaaS and other Archer solutions:

Please refer to Archer Units of Measure/ Software Use Rights located at <https://www.archerirm.com/company/standard-form-agreements>

Additional Terms Applicable to the RSA NetWitness Platform:

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

RSA NetWitness Platform is licensed as either by Appliance or by one or more metered Units. The following Units are leveraged across the platform:

- **"User"**. Software licensed by User means software may be used to monitor up to the contracted number of logical accounts across the enterprise.
- **"Hosts"**. RSA Software licensed by Host means the RSA software may be deployed on up to the licensed number of Hosts. Hosts may be deployed to traditional endpoints or to servers.
- **"Per TB"**. RSA Software license on a "Per TB" basis means the RSA software is licensed to up to amount of data captured and parsed (such that Meta is created) per day. Any data that is filtered and thus does not generate Meta will not be counted.
- **"Per 50Gb"**. RSA Software license on a "Per 50Gb" basis means the RSA software is licensed to capture up to 50Gb x Units purchased. Only data that is captured and parsed (such that Meta is created) per day shall count against the entitled Units.

Appliance licenses are perpetual only and Metered Licenses are available as either a term license (monthly entitlement with support/subscription included) or perpetual (perpetual entitlement with separate support/subscription) unless otherwise stated.

All RSA NetWitness versions 10.6 or newer shall automatically report data regarding customer's Usage Metrics and the version of RSA NetWitness Platform deployed in Customer's environment to streamline auditing of actual license compliance. In the event the actual usage of the RSA NetWitness Software exceeds the number set forth on the applicable quote or other ordering document more than 3 days in a month, RSA may require customer to make additional payment of applicable license and maintenance fees.

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.

RSA NetWitness Platform customer may also opt-in to RSA's Customer Experience Improvement Program which collects additional usage data and anonymized threat data for the purpose of improving the product's usability and detection capabilities. This data shall be protected in accordance with the applicable license agreement. Customers may opt-out of this program at any time by unchecking the option in the Admin area of the RSA NetWitness Platform console.

RSA NetWitness Platform components are licensed as follows:

- **RSA NetWitness Logs** is licensed either per Appliance or "Per fifty (50) Gb" of logs captured. RSA NetWitness Logs licensed per Appliance must be used exclusively in combination with RSA licensed

storage.

- **RSA NetWitness Network Monitoring** is licensed either per Appliance or “Per TB” of packets captured. RSA NetWitness Network licensed per Appliance must be used exclusively in combination with RSA licensed storage.
- **RSA NetWitness Network Monitoring – Meta Only** is licensed “Per TB” of packets captured and excludes the ability to retain capture packets.
- **RSA NetWitness Network Malware** is licensed “Per TB”.
- **RSA NetWitness Endpoint** is licensed “Per Host”. This software also has the ability to forward system logs to either a licensed Log Appliance or to a system licensed with an RSA NetWitness Logs license and these logs will count against their Log license.
- **RSA NetWitness Endpoint Insights** is available to all licensed RSA NetWitness Platform customers with an active support agreement and is not licensed separately. This software also has the ability to forward system logs to either a licensed Log Appliance or to a system licensed with an RSA NetWitness Logs license and these logs will count against their Log license.
- **RSA NetWitness UEBA** is licensed per User monitored.
- **RSA NetWitness Detect AI (SaaS)** is licensed per User, up to five hundred (500) GB per day of daily storage, subject to usage related adjustments. In the event the Customer exceeds such allotted storage or number as set forth on the applicable quote or other ordering document at any time, RSA may require Customer to make additional payment of applicable license and maintenance fees. Failure to promptly reduce storage or purchase additional GB to become compliant with such expanded use shall be deemed a material non-compliance.
- **RSA NetWitness Orchestrator** licensing sizing guidance below:

License	Use Cases	Playbooks	IoC's	Concurrent Full Users
Starter (includes 2 Full Users)	Light TIP and typical SOAR use cases	15-20 Actively Executing Playbooks*	<5M IoC's	10 Users (Recommend moving to standard license if you need more than 2 users)
Standard (includes 3 Full Users)	Both TIP and SOAR use cases	50+ Actively Executing Playbooks*	5-15M IoC's	50 Users
Large (includes 10 Full Users)	TIP and SOAR for large enterprises	150+ Actively Executing Playbooks*	15-20M+ IoC's	100+ Users

*Estimates are based on observed median execution times and average execution per day per instance. Actual performance is variable depending on the complexity of the playbooks and expected executions per day per playbook. Median playbook execution time ~5.3 seconds. Avg. playbook executions/day/instance ~2660.

To the extent that the RSA Quote offers to license RSA NetWitness Orchestrator 6.0+, the ThreatConnect terms available at <https://threatconnect.com/terms-of-service/> shall govern.

If Customer is purchasing RSA NetWitness Detect AI the terms of service and service description available at: <https://www.netwitness.com/en-us/standard-form-agreements/> shall apply to that service offering.

Additional Terms Applicable to RSA Adaptive Authentication On-Premise Product:

If customer licenses the RSA Adaptive Authentication On-Premise Product, the provisions set forth on Schedule 1 to License Agreement for RSA On-Premise Adaptive Authentication, currently located at <https://www.rsa.com/standard-form-agreements/> shall apply.

If customer is purchasing RSA Adaptive Authentication Software to use in the Microsoft Windows Azure environment the following schedule shall apply:

Customer’s use of the RSA Adaptive Authentication Software in the Windows Azure environment managed by RSA shall be governed by the Cloud Services Schedule located at <https://www.rsa.com/standard-form-agreements/>.