CUSTOM APPLICATION SUPPORT AGREEMENT FOR SECURID PRODUCTS

IMPORTANT

THIS CUSTOM APPLICATION SUPPORT AGREEMENT ("CAS AGREEMENT") IS EFFECTIVE AS OF THE DATE OF EXECUTION OF THE APPLICABLE ORDERING DOCUMENT MAKING REFERENCE TO THIS CAS AGREEMENT.

ANY AND ALL REFERENCES TO "CUSTOMER" SHALL BE DEEMED TO MEAN THE CUSTOMER SET FORTH IN AN APPLICABLE ORDERING DOCUMENT.

THIS CAS AGREEMENT SETS FORTH THE GENERAL TERMS AND CONDITIONS UNDER WHICH CUSTOMER MAY PERIODICALLY ENGAGE SECURID TO PROVIDE CERTAIN PROFESSIONAL, EDUCATIONAL, OPERATIONAL AND TECHNICAL SERVICES ("SERVICES") TO CUSTOMER AS SET FORTH IN THE APPLICABLE ORDERING DOCUMENT ("ORDERING DOCUMENT") AND/OR A STATEMENT OF WORK ("SOW") THAT WILL BE ENTERED INTO BETWEEN SECURID AND CUSTOMER.

THIS CAS AGREEMENT IS SUBJECT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN SECURID AND CUSTOMER, THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE (THE "PS AGREEMENT"). IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS CAS AGREEMENT AND THE TERMS AND CONDITIONS OF THE PS AGREEMENT, WITH RESPECT TO CUSTOM APPLICATION SUPPORT, THE TERMS AND CONDITIONS OF THIS CAS AGREEMENT SHALL GOVERN.

THIS CAS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE INDIVIDUAL PERSON OR THE ENTITY THAT THE INDIVIDUAL REPRESENTS THAT HAS OBTAINED THE SOFTWARE AND HARDWARE FOR ITS INTERNAL PRODUCTIVE USE AND NOT FOR OUTRIGHT RESALE) (THE "CUSTOMER") AND SECURID (WHICH MEANS (I) RSA SECURITY LLC, IF CUSTOMER IS LOCATED IN THE UNITED STATES, MEXICO OR SOUTH AMERICA; (II) THE LOCAL SECURID SALES AFFILIATE, IF CUSTOMER IS LOCATED OUTSIDE THE UNITED STATES, MEXICO OR SOUTH AMERICA AND IN A COUNTRY IN WHICH SECURID HAS A LOCAL SECURID SALES AFFILIATE; OR (III) RSA SECURITY & RISK IRELAND LIMITED OR OTHER AUTHORIZED SECURID ENTITY AS IDENTIFIED ON THE SECURID QUOTE OR OTHER SECURID ORDERING DOCUMENT, IF CUSTOMER IS LOCATED OUTSIDE THE UNITED STATES, MEXICO OR SOUTH AMERICA AND IN A COUNTRY IN WHICH SECURID DOES NOT HAVE A LOCAL SALES AFFILIATE).

Unless SecurID agrees otherwise in writing, this CAS Agreement governs Customer's receipt of the custom application support services set forth herein, except to the extent all or any portion of the custom application support services are subject of a separate written agreement set forth in a quotation issued by SecurID.

By clicking on the "Agree" or "Accept" or similar button at the end of this CAS Agreement, or proceeding with the use of the custom application support services or authorizing any other person to do so, you are representing to SecurID that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this CAS Agreement shall govern the relationship of the parties with regard to the subject matter in this CAS Agreement, and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the word concerning the enforceability or validity of this CAS Agreement.

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

1. **Definitions**

(a) Any term not defined herein, but defined in the PS Agreement, shall be deemed to have that definition identified in the PS Agreement.

(b) "Custom Application Support" means a maintenance program offered by SecurID on an optional basis which provides its customers with maintenance of custom software developed and/or delivered under a professional services agreement or other equivalent agreement. This optional maintenance program consists of the technical services described in Section 2 below.

(c) "Custom Application Support Fee" means the fee charged to Customer as quoted by an authorized SecurID representative for provision of the Custom Application Support described herein, exclusive of any separate time and materials amounts attributed to additional support services which may be performed by SecurID at the electionof the Customer.

(d) "Error" shall mean any reported malfunction, error or other defect in the custom software that can be reproduced by SecurID and constitutes a non-conformity from the applicable statement of work.

(e) "Maintenance Agreement" means an agreement executed by and between Customer and SecurID which provides the terms under which SecurID supports Customer's use of SecurID's generally available products.

(f) "Severe Bug" or "S1 Bug" means a bug that causes a severe problem that prevents customer from performing business critical functions.

(g) "Enhancement" means an improvement to custom software that results in additional functionality, including upgrades to address patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specifically identified in the Statement of Work.

2. SecurID's Obligations

Prior to receiving Custom Application Support, a Customer must have executed and have paid all fees outstanding under the Maintenance Agreement. So long as this CAS Agreement and the Maintenance Agreement remain in effect, SecurID shall provide the following services to Customer under the Custom Application Support program:

(a) Provide telephone consultation to Customer with respect to the custom software during the hours in which Customer receives support under the Maintenance Agreement. Calls for Custom Application Support should be directed to the applicable technical support centers listed at the following link: https://community.rsa.com/docs/DOC-1294.
(b) Provide initial response within four (4) hours of Customer's report of all S1 Bugs.
(c) Isolate and verify S1 Bugs; and correct such S1 Bugs to the extent determined necessary by SecurID.

In addition to the services described above, at the election of Customer, SecurID may provide additional support on aseparate time and materials basis to address and develop Enhancements and fixes for non S1 Bugs.

3. Customer's Obligations.

In order to receive the Custom Application Support services described herein, Customer agrees to:

(a) Continue to subscribe to one of SecurID's support offerings.
(b) Use reasonable efforts to ensure that reported S-1 Bugs have been isolated from the standard SecurID products to confirm that the S-1 Bug is custom software related. Maintenance and support issues related to standard SecurID products will be supported under the terms of a separate Maintenance Agreement between SecurID and Customer.
(c) Customer must provide, support and allow SecurID access to all hardware and software necessary to provide Custom Application Support.
(d) Identify a single point of contact familiar with the custom software who will be responsible for calling for support.

4. Limitations

Not included in the Custom Application Support services described herein are:

(a) Repair or replacement of custom software required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of the custom software by persons other than SecurID or SecurID authorized personnel; accident, fault or negligence of the Customer; operator error or improper use or misuse of the custom software; or causes external to the custom software, such as but not limited to failure of electrical systems, or fire or water damage.

(b) Modification or replacement of the custom software due to incompatibilities in or failure of the custom software resulting from patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specified in the Statement of Work.

(c) Repair, alteration or replacement required due to modifications made to the custom software by persons other than SecurID or SecurID-authorized personnel, or the use of the custom software with software or equipment other than that for which the custom software was originally developed.

(d) Maintenance support due to Customer's noncompliance of the provisions of Section 3 herein.

5. <u>Payment and Term</u>

(a) Payment of the Custom Application Support Fee shall be due net 30 days from date of SecurID invoice.

(b) The initial term of this CAS Agreement shall begin as set forth in the applicable ordering document. Subject to Section 5(c), Custom Application Support may subsequently be renewed on an annual basis, unless SecurID notifies Customer at least 60 days before the expiration of the initial term or any renewal term of its intent not to renew Custom Application Support.

(c) Custom Application Support specifically excludes support for any version of the custom software released by SecurID which has reached its "end of primary support" (EOPS) date, as determined by SecurID. Each custom software deliverable will reach its EOPS date after a period of not less than twenty-four (24) months following the date of that deliverable's "General Availability" (or "GA" release date, as this term is generally understood in the software industry). This time period may be extended by SecurID at its sole discretion. For certain custom software deliverables, Customers may enter into an Extended Support agreement for a period of one or two years to obtain Custom Application Support for custom software which has already reached its EOPS date.

(d) If Custom Application Support expires or is terminated, and Customer subsequently seeks to reinstate Custom Application Support, Customer shall pay the cumulative (a) Custom Application Support Fees applicable for the period during which support lapsed; and (b) the then- current reinstatement fee, as quoted by an authorized SecurID representative, distributor or reseller.