END USER LICENSE AGREEMENT FOR RSA SECURITY SOFTWARE

End User Software License Agreement For Use with GSA IT Schedule 70

This End User Software License Agreement ("EULA") is incorporated in every order issued under the GSA IT Schedule 70 as if set forth in full text. RSA Security LLC, located at 174 Middlesex Turnpike, Bedford, MA 01730 ("LICENSOR"), and the Eligible Ordering Activity that issues an order agree that this EULA shall govern any Software listed on an order accepted by Licensor or Licensor's authorized resellers and shall be effective as of the effective date of the order.

1. DEFINITIONS.

A. "Documentation" means the then-current, generally available, written user manuals and online help and guides for Products provided by LICENSOR.

B. "Products" mean **"Equipment"** (which is the hardware delivered by LICENSOR to Customer) and/or **"Software"** (which is any programming code provided by LICENSOR to Customer as a standard product, also including microcode, firmware and operating system software).

C. "Product Notice" means the notice by which LICENSOR informs Customer of product-specific use rights and restrictions, warranty periods, warranty upgrades and maintenance (support) terms. Product Notices may be delivered in an LICENSOR quote, otherwise in writing and/or a posting on the applicable LICENSOR website, currently located at http://www.emc.com/products/warranty_maintenance/index.jsp

D. "Software Release" means any subsequent version of Software provided by LICENSOR after initial Delivery of Software, but does not mean a new Product.

E. "Eligible Ordering Activities" are those agencies and activities authorized under 552.238-78 Scope of Contract (Eligible Ordering Activities) and GSA Order ADM 4800.2G, February 16, 2011, to use GSA Schedule 70. An Eligible Ordering Activity is a "Customer". Eligible Ordering Activities that are Executive agencies (as defined in FAR Subpart 2.1), including non-appropriated fund activities as prescribed in 41 CFR 101-26.000, are referred to as "Executive Customers". All other Eligible Ordering Activities are referred to as "Other Customers".

2. LICENSE TERMS.

A. General License Grant. LICENSOR grants to Customer a nonexclusive and nontransferable (except as otherwise permitted herein) license (with no right to sublicense) to use (i) the Software for Customer's internal business purposes; and (ii) the Documentation related to Software for the purpose of supporting Customer's use of the Software. Licenses granted to Customer shall, unless otherwise indicated on the LICENSOR quote, be perpetual and commence on Delivery of the physical media or the date Customer is notified of electronic availability, as applicable.

B. Licensing Models. Software is licensed for use only in accordance with the commercial terms and restrictions of the Software's relevant licensing model, which are stated in the Product Notice and/or LICENSOR quote. For example, the licensing model may provide that Software is licensed for use solely (i) for a certain number of licensing units; (ii) on or in connection with certain equipment, or a CPU, network or other hardware environment; and/or (iii) for a specified amount of storage capacity. Microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic functions, is licensed for use solely on such Equipment.

C. License Restrictions. All Software licenses granted herein are for use of object code only. Customer is permitted to copy the 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 the Software. Customer shall not, without LICENSOR'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 LICENSOR Products 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.

D. Software Releases. Software Releases shall be subject to the license terms applicable to Software.

E. Audit Rights. LICENSOR 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 LICENSOR and shall not unreasonably interfere with Customer's business activities. Customer will provide LICENSOR with the support required to perform such audit and will, without prejudice to other rights of LICENSOR, address any non-compliant situations identified by the audit by forthwith procuring additional licenses. If the Customer is an

Executive Customer the audit shall be scheduled at a mutually acceptable time and shall be subject to Executive Customer's security clearance requirements and systems access requirements. For Executive Customers, all non-compliant situations are subject to paragraph 2.F. Disputes.

F. Disputes. For a EULA with an Executive Customer LICENSOR shall comply with FAR 52.212-4 (d) Disputes for requests for equitable adjustment, claims, appeals or actions arising under this EULA, including Executive Customer breaches of the terms governing use of the Software. EULA's with Other Customers are not subject FAR 52.212-4 (d) Disputes. .

G. 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 the manufacturer's prior written consent, nor shall Customer permit any third party to do the same.

H. Other License Terms. Some Products are provided with a "clickwrap" agreement included as part of the installation and/or download process, or a "shrinkwrap" agreement included in the packaging for the Product.

(i) For Products for which the LICENSOR *is the licensor* the terms of this EULA shall prevail over conflicting terms in a clickwrap or shrinkwrap agreement.

(ii) With regard to Products for which LICENSOR *is not the licensor* the terms of such clickwrap or shrinkwrap agreement shall be provided to the Executive Customer's Contracting Officer in written form as an attachment to this EULA for review and approval. Subject to Contracting Officer approval, the clickwrap or shrinkwrap agreement shall prevail over conflicting terms in this EULA with regard to Products for which LICENSOR *is not the licensor*.

3. PRODUCT WARRANTY.

A. Software Warranty. LICENSOR warrants that Software will substantially conform to the applicable Documentation for such Software and that any media will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. LICENSOR 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, except if expressly warranted by LICENSOR in its quote. Support Services for Software are available for separate purchase and the Support Options are identified at the Product Notice.

B. Warranty Duration. Unless otherwise stated on the LICENSOR quote, the warranty period for Products shall be as set forth at the Product Notice. Equipment warranty commences upon Delivery. Software warranty commences upon Delivery of the media or the date Customer is notified of electronic availability, as applicable. Equipment upgrades are warranted from Delivery until the end of the warranty period for the Equipment into which such upgrades are installed.

C. Customer Remedies. LICENSOR's entire liability and Customer's exclusive remedies under the warranties described in this section shall be for LICENSOR, at its option, to remedy the non-compliance or to replace the affected Product. If LICENSOR is unable to effect such within a reasonable time, then LICENSOR shall refund the amount paid by Customer for the Product concerned as depreciated on a straight line basis over a five (5) year period, upon return of such Product to LICENSOR. All replaced Products or portions thereof shall be returned to and become the property of LICENSOR. If such replacement is not so returned, Customer shall pay LICENSOR's then current spare parts price therefore. If the Customer is an Executive Customer, LICENSOR claims for non-returned Products are subject to paragraph 2.F. Disputes.

LICENSOR shall have no liability hereunder after expiration of the applicable warranty period.

D. 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 the Product is used or other causes beyond LICENSOR's control; (iii) installation, operation or use not in accordance with LICENSOR's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than LICENSOR or its authorized representatives; or (vi) in case of Equipment only, causes not attributable to normal wear and tear. LICENSOR has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without LICENSOR's consent or whose original identification marks have been altered or removed. Removal or disablement of Equipment's remote support capabilities during the warranty period requires reasonable notice to LICENSOR. Such removal or disablement, or improper use or failure to use applicable Customer Support Tools shall be subject to a surcharge in accordance with LICENSOR's then current standard rates.

E. No Further Warranties. Except for the warranty set forth in this EULA, LICENSOR (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.

4. INDEMNITY. LICENSOR shall (i) defend Customer against any third party claim that a Product or Service infringes a patent or copyright enforceable in a country that is a signatory to the Berne Convention; and (ii) pay the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction or the amounts stated in a written settlement negotiated by LICENSOR. The foregoing obligations are subject to the following: Customer (a) notifies LICENSOR promptly in writing of such claim; (b)(1) if Customer is an entity for which the Department of Justice (DoJ) has the statutory right to exercise sole control over the defense, DoJ shall have that right, provided that DoJ shall consult appropriately with LICENSOR and/or RSA Security LLC, and LICENSOR and/or RSA Security LLC shall have the right to intervene through its own counsel and at its own expense; (b)(2) for all other Customers, Customer grants LICENSOR sole control over the defense and settlement thereof; (c) reasonably cooperates in response to an LICENSOR request for assistance; and (d) is not in material breach of this EULA. Should any such Product or Service become, or in LICENSOR's opinion be likely to become, the subject of such a claim, LICENSOR may, at its option and expense, (1) procure for Customer the right to make continued use thereof; (2) replace or modify such so that it becomes non-infringing; (3) request return of the Product and, upon receipt thereof; refund the price paid by Customer, less straight-line depreciation based on a five (5) year useful life for Products; or (4) discontinue the Service and refund the portion of any pre-paid Service fee that corresponds to the period of Service discontinuation. LICENSOR shall have no liability to the extent that the alleged infringement arises out of or relates to: (A) the use or combination of a Product or Service with third party products or services; (B) use for a purpose or in a manner for which the Product or Service was not designed; (C) any modification made by any person other than LICENSOR or its authorized representatives; (D) any modifications to a Product or Service made by LICENSOR pursuant to Customer's specific instructions; (E) any technology owned or licensed by Customer from third parties; or (F) use of any older version of the Software when use of a newer Software Release made available to Customer would have avoided the infringement. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND LICENSOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

5. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT WITH RESPECT TO CLAIMS ARISING UNDER SECTION 4 ABOVE, LICENSOR'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF PRODUCT OR SERVICE PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY LICENSOR'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 LICENSOR FOR THE SPECIFIC SERVICE (CALCULATED ON AN ANNUAL BASIS, WHEN APPLICABLE) OR PRODUCT 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 LICENSOR'S INTELLECTUAL PROPERTY RIGHTS OR CLAIMS ARISING UNDER SECTION 4 ABOVE, NEITHER CUSTOMER NOR LICENSOR 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. Regular Back-ups. As part of its obligation to mitigate damages, Customer shall take reasonable data back-up measures. In particular, Customer shall provide for a daily back-up process and back-up the relevant data before LICENSOR performs any remedial, upgrade or other works on Customer's production systems. To the extent LICENSOR's liability for loss of data is not anyway excluded under this EULA, LICENSOR shall in case of data losses only be liable for the typical effort to recover the data which would have accrued if Customer had appropriately backed up its data.

D. Limitation Period. Unless otherwise required by applicable federal 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 LICENSOR's suppliers.

6. EXPORT CONTROL. The Products, Services and the technology included therein provided under this EULA are subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Products 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 Products and technology included therein outside of the United States or other countries (collectively, "**Export Laws**"). Customer shall comply with all Export Laws. Diversion contrary to U.S. law or other Export Laws is expressly prohibited.

7. TERM AND TERMINATION. This EULA takes effect on the Effective Date and continues until terminated in accordance with the following:

A. EULAs with Executive Customers may be (i) terminated for cause pursuant to FAR 52.212-4(m) or (ii) for convenience pursuant to FAR 52.212-4 (l).

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

8. MISCELLANEOUS.

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

B. Notices. Any notices hereunder shall be in writing.

C. Entire Agreement. This EULA, GSA IT Schedule 70, and each purchase order issued pursuant to GSA IT Schedule 70 (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in writing. 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 EULA and/or LICENSOR quote, shall be null and void and of no legal force or effect, even if LICENSOR does not expressly reject to such terms when accepting a purchase order or similar document provided by Customer; however, terms in such document deviating from a LICENSOR quote do become binding upon the parties when expressly accepted by LICENSOR in writing in an order acknowledgement or similar document.

D. Force Majeure. Except for payment of fees, neither party shall be liable under this EULA because of a failure or delay in performing its obligations due to any force majeure event, including 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 EULA or a purchase order or any right herein or delegate any performance without LICENSOR's prior written consent, which consent shall not be unreasonably withheld. LICENSOR may use LICENSOR Affiliates or other sufficiently qualified subcontractors to provide Services to Customer, provided that LICENSOR shall remain responsible to Customer for the performance thereof.

F. Governing Law. To the extent not preempted by federal law or regulation, this EULA is governed by the laws of the Commonwealth of Massachusetts. To the extent permitted by law, the courts of the Commonwealth of Massachusetts shall be exclusively competent to rule on disputes arising out of or in connection with this EULA and all purchase orders. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

G. Waiver. No waiver shall be deemed a waiver of any prior or subsequent default hereunder.

RSA Security LLC

Software Use Rights

May 14, 2012

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 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 mean 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, 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."

Restrictions on use of envision Software:

(1) 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:

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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.

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

"eFraudNetworkM" 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 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 eFraudNetworkSM 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 eFraudNetwork 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 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 (unless it 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.

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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 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
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 on-line 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
OneTime Password ("**OTP**"). OTP generated by Adaptive Authentication and sent by Customer to the End User.
Out of band ("**OOB**") *phone call.* 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.
OOB SMS. 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 eFraudNetwork; 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 on-line 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 eFraudNetwork database updates. Updates to the eFraudNetwork 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.

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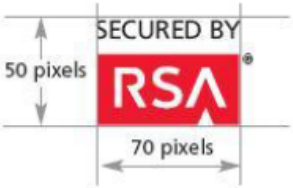
EXHIBIT C

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 who 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 web site. 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.

RSA Warranty and Replacement Parts Maintenance Table

Product	Standard Warranty Period and Support Option	Support Option Upgrade during Warranty Period	Initial Product Installation	Support Options during Maintenance Period	RMA-Parts Replacement	Customer - Performed Tasks (*1)	Designated Customer Replaceable Units (CRU's) (*2)
RSA Software (excluding Authentication Manager, Access Manager, FIM and Identity Verification, & Adaptive Authentication)	90 days: defective media replacement Support during warranty available with purchase or a maintenance support option	N/A	Installation not included. Performed by Customer or may be available for separate purchase	Basic, Enhanced	N/A	Customer Installation of subsequent Software Releases	N/A
RSA Authentication Manager	90 days: defective media replacement Support during warranty available with purchase or a maintenance support option	N/A	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced	N/A	Customer Installation of subsequent Software Releases	N/A
RSA Access Manager (Cleartrust) - All Versions (RSA)	90 days: defective media replacement Support during warranty available with purchase or a maintenance support option	N/A	IInstallation not included. Performed by Customer or may be available for separate purchase	Enhanced	N/A	Customer Installation of subsequent Software Releases	N/A
Federated Identity Manager (FIM) All Versions (RSA)	90 days: defective media replacement Support during warranty available with purchase or a maintenance support option	N/A	IInstallation not included. Performed by Customer or may be available for separate purchase	Enhanced	N/A	Customer Installation of subsequent Software Releases	N/A
RSA Tokens	Full Lifecycle of Token up to 6 months from expiration	N/A	Installation not included. Performed by Customer or may be available for separate purchase	Basic, Enhanced	Standard Token Replacement (*3) Advanced Token Replacement (*4)	N/A	N/A
RSA SecurID Appliance	90 Days	N/A	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced	Advanced Replacement (*5) - Next BusinessDay (Requests must be in by 4pm EST or 4pm Western Europe Time). 1st Year Advanced Replacement Included. Separate HW Maintenance for years 2 through 5	Customer Installation of subsequent Software Releases	Appliance
RSA enVision Appliance	90 Days	N/A	IInstallation not included. Performed by Customer or may be available for separate purchase	Basic, Enhanced SW/HW- up to 5 years	Advanced Replacement (*5) - Order must be in by 2pm EST to ship same day otherwise, it ships next business day. Delivery to customer will take between 3-5 business days	Customer Installation of subsequent Software Releases	All Components Appliance, Chassis, disk drive(s) and power supplies
RSA DLP Network (Appliance)	90 Days	N/A	Installation not included. Performed by Customer or may be available for separate purchase	Basic, Enhanced SW/HW- up to 5 years	Advanced Replacement (*5) - Next Business Day (Requests must be in by 4pm EST)	Customer Installation of subsequent Software Releases	All Components Appliance, Chassis, disk drive(s) and power supplies

RSA Warranty and Replacement Parts Maintenance Table (cont.)

Product	Standard Warranty Period and Support Option	Support Option Upgrade during Warranty Period	Initial Product Installation	Support Options during Maintenance Period	RMA-Parts Replacement	Customer - Performed Tasks (*1)	Designated Customer Replaceable Units (CRU's) (*2)
RSA RKM Appliance	90 Days	N/A	Performed by RSA/EMC Professional Services	Basic, Enhanced SW/HW- up to 5 years	Advanced Replacement (*5) - Next Business Day (Requests must be in by 4pm EST)	Customer Installation of subsequent Software Releases	All Components - Appliance, Chassis, disk drive(s) and power supplies
RSA Identity Verification (Verid)	N/A - Hosted Solution	N/A	Performed by RSA	Enhanced	N/A	RSA Operations respon- sible for installation, maintenance of Hosted environment	N/A
RSA Adaptive Authentication for the Web ON-PREM	90 days: defective media replacement Support during warranty available with purchase or a maintenance support option	N/A	Performed by RSA	Enhanced	N/A	RSA Operations respon- sible for installation, maintenance of Hosted Environment	N/A
Adaptive Authentication for the Web - ASP	N/A - Hosted Solution	N/A	Performed by RSA	Enhanced	N/A	RSA Operations respon- sible for installation, maintenance of Hosted Environment	N/A
RSA Adaptive Authentication for eCommerce (3D Secure)	N/A - Hosted Solution	N/A	Performed by RSA	Enhanced	N/A	RSA Operations respon- sible for installation, maintenance of Hosted Environment	N/A
Archer Software - Solutions and SmartSuite Framework (on premise software)	90 days: defective media replacement	Standard Support included in term licenses.	Installation not included. Performed by Customer or may be available for separate purchase	Basic, Enhanced	N/A	Customer Installation of subsequent Software Releases	N/A
Archer Software - Solutions and SmartSuite Framework (hosted solution)	(i) Software: 90 days (ii) Hosting Services: Term of hosting services agreement	Standard Support included in term licenses.	Performed by RSA	Basic, Enhanced	N/A	RSA Operations responsible for installation, maintenance of Hosted Environment	N/A
Netwitness Appliance	30 Days	N/A	Installation by Customer or may be available for sepa- rate purchase (Professional Services)	Basic, Enhanced	Advanced Replacement Order must be in by 11 AM EST to ship same day otherwise, it ships next business day.	Customer Installation of subsequent Software Releases	All Components - Appliance, Chassis, disk drive(s) and power supplies

1. Customer-Performed Tasks:
Customer-performed tasks are product support tasks that Customer is authorized by RSA to perform. RSA will provide diagnostic tools and documentation to enable customers to perform replacement of designated Equipment and other service tasks.

2. Customer Replaceable Units (CRUs):
CRUs are specific assemblies, components or individual parts of designated RSA Equipment that Customer is authorized by RSA to selfreplace. In the event of a failure or technical issue, a customer may remove and replace a CRU by using RSA provided diagnostic tools and/or documentation. Assemblies or components not designated as CRUs, must be serviced and/or replaced by RSA oran RSA authorized service partner.

3. Standard Token Replacement:
The System/Security Administrator at your company will return any non-expired tokens that no longer function properly to RSA. Replacements will be shipped within 5 days after the defective token is received. A printable form will be e-mailed back to the customer containing a pre-filled return form with RMA numbers and ship-to information. More details can be found here: https://selfservice.rsasecurity.com/TWR/

4. Advanced Token Replacement:
After filling out the appropriate information, RSA will ship out replacements for each valid token within 2 or 3 days. It is the customer's responsibility to ship the defective tokens back within 60 days of the receipt of the replacement tokens. If not, RSA will invoice for the amount of the replacement tokens shipped. More details can be found here: https://selfservice.rsasecurity.com/TWR/

5. Advanced Replacement:
Appliances are shipped out same day or next business day. Secure ID Appliances must be returned within 15 days of receiving replacement or full value of Replacement Appliance will be incurred by Customer. For all other Appliances, customer has 10 days to return faulty appliances.