

Addendums included:

- Alliance Partner
- Distributor Partner
- MSSP Partner
- Reseller Partner

This RSA® Partner Program Agreement (the “Agreement”) is entered into between the entity (the “Partner”) identified in the applicable RSA Partner Program Registration Application and RSA Security LLC (“RSA”). Notwithstanding the foregoing, for Partners located outside of the United States, Mexico, or South America, the obligations of RSA hereunder may be assigned to or fulfilled by the appropriate local operating entity of RSA and such entity shall be entitled to enforce the terms of this Agreement against Partner. By clicking on the “I Accept” button set forth below you are representing to RSA that you are authorized to bind the Partner and are agreeing on behalf of the Partner that the terms of this Agreement shall govern the relationship of the parties with regard to Partner’s acceptance, if applicable, in the RSA Partner Program (as further defined below) (the “RSA Partner Program”). RSA reserves the right to limit acceptance to the RSA Partner Program. Partner is not a member of the RSA Partner Program and this Agreement shall not become binding until the date that RSA sends Partner notice of acceptance to the RSA Partner Program (the “Effective Date”). Such notice(s) will be sent to the email address and contact information provided by the Partner in the RSA Partner Program Registration Application. RSA Products shall be obtained by (i) Alliance Partner (as defined below) under such Alliance Partner’s separate agreement with RSA therefore, (ii) Distributor (as defined below), under such Distributor’s separate agreement with RSA therefore, (iii) Reseller (as defined below), under such Reseller’s agreement with a Distributor, and (iv) MSSP (as defined below), under a Service Provider Ordering Agreement (as defined below) with RSA. Please print a copy of this Agreement for your records. This Agreement supersedes any previous RSA Partner Program terms in place between you and RSA.

**1. DEFINITIONS.**

- 1.1. “Alliance Partner” means a Partner who has been accepted to the RSA Partner Program as an Alliance Partner.
- 1.2. “Alliance Partner Addendum” means the addendum set forth as Exhibit A hereto and which shall be binding upon each Alliance Partner upon acceptance to the RSA Partner Program as an Alliance Partner.
- 1.3. “Customer(s)” means the final purchaser or licensee of RSA Products for its internal use and not for resale, remarketing or distribution.
- 1.4. “Distributor” means a Partner who has been accepted to the RSA Partner Program as a Distributor and from which a Reseller may obtain RSA Products; a list of RSA authorized Distributors is available at URL: <https://www.securid.com/partner/finder/>
- 1.5. “Distributor Addendum” means the addendum set forth as Exhibit B hereto and which shall be binding upon each Distributor upon acceptance to the RSA Partner Program as a Distributor.

- 1.6. “Information” means all information contained on the RSA Partner Communities or such other website as RSA may designate from time to time.
- 1.7. “Logo” means the RSA logo designated by RSA as appropriate for Partner’s status which can be accessed by Partner via its connection to the applicable RSA website, which website is currently located at URL: <https://www.rsa.com>.
- 1.8. “MSSP” means a Partner who has been accepted to the RSA Partner Program as an MSSP and who wishes to obtain RSA Products pursuant to a Service Provider Ordering Agreement for use solely on behalf of MSSP’s customers.
- 1.9. “MSSP Addendum” means the addendum set forth as Exhibit C hereto and which shall be binding upon each MSSP upon acceptance to the RSA Partner Program as an MSSP.
- 1.10. “Partner Application” means the completed application form submitted by Partner and approved by RSA in connection with Partner’s participation in the RSA Partner Program, or the successor thereto, as designated by RSA, as an Alliance Partner, Distributor, MSSP, or Reseller.
- 1.11. “Reseller” means a Partner who has been accepted to the RSA Partner Program as a Reseller and is authorized by RSA to obtain RSA Products for resale to Customers.
- 1.12. “Reseller Addendum” means the addendum set forth as Exhibit D hereto and which shall be binding upon each Reseller upon acceptance to the RSA Partner Program as a Reseller.
- 1.13. “RSA Partner Communities” means RSA’s limited or restricted access, web-based partner portal to which Partner will have access as part of the RSA Partner Program. Certain portions of the RSA Partner Communities will only be available to eligible and qualified Partners.
- 1.14. “RSA Products” refers to: RSA® Suite and their related software, authenticators or tokens, and any related customer support and maintenance, which RSA from time to time (i) makes commercially available for sale through the RSA Partner Program, and (ii) authorizes Distributors to sell to Resellers, MSSPs to obtain for use on behalf of its customers, Alliance Partners to obtain for internal use or for resale to third parties as permitted by RSA, and Resellers to sell to Customers pursuant to the terms of this Agreement and any other applicable agreements referenced herein.
- 1.15. “RSA Partner Program” means RSA’s program as described in the Program schedule(s) at the RSA Partner Communities and this Agreement. RSA reserves the right to change, modify, eliminate or terminate all or part of this program in its sole discretion at any time. RSA will use commercially reasonable efforts to provide you with advance notice of program cancellation or material program changes but is not obligated to provide any notice.
- 1.16. “Service Provider Ordering Agreement” means the agreement to which MSSPs shall obtain RSA Products as described hereunder.
- 1.17. “Territory” means, (i) for Resellers, the country(ies), as identified in the Partner Application approved by RSA, in which Reseller is authorized by the Distributor to market RSA Products, (ii) for MSSPs, the country(ies), as identified in the Partner Application approved by RSA, in which MSSP is authorized to obtain and use RSA Products, (iii) for Distributors, the country(ies), as identified in its

Distribution Agreement with RSA in which Distributor is authorized by RSA to market and distribute RSA Products, and (iv) for Alliance Partners, the country(ies), as identified in the Partner Application approved by RSA, in which Alliance Partner is authorized to obtain and use and/or resell RSA Products.

## 2. PARTNER TRAINING OBLIGATIONS.

A. Marketing, Sales, and Technical Training. Partner shall use good faith and reasonable efforts to conform to any training obligations required for its status as a Partner in the RSA Partner Program, including the training requirements set forth in the RSA Partner Program schedule located at the RSA Partner Communities, as promptly as possible after RSA makes the applicable training available. The charges associated with this training shall be identified by RSA in advance. Partner shall also be responsible for its transportation and living expenses associated with the attendance of Partner's representatives at the training. Enrollment and completion of training courses must be made in accordance with the RSA Partner Program requirements available at the RSA web site or RSA Partner Communities. Failure to comply with the above training and certification requirements entitles RSA to terminate the Agreement for cause without notice to Partner.

B. Completion of Training. Partner shall use good faith efforts to complete the marketing, sales, and technical training described above within ninety (90) days after the training becomes available from RSA.

C. Acknowledgement. Partner acknowledges that this Agreement does not authorize Partner to perform implementation, installation, or support services for any RSA Product.

## 3. PARTNERS' RIGHTS AND OBLIGATIONS.

A. During the term of the Agreement, RSA grants Partner access to the RSA Partner Communities applicable to Partner's tier within the RSA Partner Program, including, without limitation, sales and marketing tools, sales presentations and flash demos, logos, and turnkey marketing programs.

B. Certain RSA Product lines may be restricted for sale by Distributors and Resellers that meet specific requirements set by RSA. RSA reserves the right to modify the restrictions on authorized RSA Product lines applicable to any RSA Product at any time.

C. Throughout Partner's participation in the RSA Partner Program, Partner must (a) maintain good credit standing with RSA; (b) maintain a current registration profile, including yearly updates, and (c) provide prompt, written notification to RSA of any changes that may affect Partner's participation in the RSA Partner Program.

## 4. CONFIDENTIALITY

A. Confidential Information. In connection with the RSA Partner Program, both parties may have access to or be exposed to (through the RSA Partner Communities or other means) Information or other materials, data or information that is not generally known to the public, whether such information is in written, oral, electronic, web site-based, or other forms (collectively, "Confidential Information"). The parties will keep all Confidential Information strictly confidential for a period of three (3) years after the

termination of this Agreement, using at least the same degree of care as each party uses to protect its own confidential information, but no less than reasonable care. Notwithstanding anything to the contrary in this Agreement, each party's confidentiality obligations with respect to Personal Information and trade secrets shall never expire. Each party may share Confidential Information with only its employees who have a need to know and who are subject to legally binding obligations of confidentiality no less restrictive than those imposed by this Agreement. These confidentiality obligations do not apply to any Confidential Information that (a) receiving party can demonstrate was in possession before its receipt from the disclosing party without any obligation of confidentiality; (b) is or becomes publicly available through no fault of the receiving party; or (c) receiving party rightfully received from a third party without a duty of confidentiality. If receiving party is required by a government body or court of law to disclose any Confidential Information, receiving party agrees to give disclosing party reasonable advance notice so that disclosing party may contest the disclosure or seek a protective order. The parties acknowledge that damages for improper disclosure of Confidential Information may be irreparable and that the disclosing party shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity. Notwithstanding any separate confidentiality agreement Partner may have with RSA, Partner agrees that information regarding its business with RSA and information Partner provides to RSA in connection with the RSA Partner Program may be accessed and used by RSA and RSA Affiliates and their employees and contractors for sales and marketing purpose and for any purpose related to the RSA Partner Program or the relationship between you and RSA and may be disclosed to relevant RSA distributors or resellers, governing body, or your customers or end-users for the purposes of fulfilling RSA's obligations to you and your customers.

B. Personal Information. Partner represents that it has permission from all of the applicable individuals to use and disclose Personal Information and Partner hereby grants RSA permission to use and disclose such Personal Information for the purposes of conducting the RSA Partner Program and any subprogram and in accordance with this Agreement and any applicable laws. As used in this Agreement, the term "Personal Information" means any information or data that alone or together with any other information relates to an identified or identifiable natural person, or data considered to be personal data as defined under applicable laws, including but not limited to Partner's employees' names and contact information.

## 5. TERM AND TERMINATION.

A. Commencement. This Agreement shall commence upon the Effective Date and unless terminated in the manner set forth below, shall remain in effect for as long as Partner meets the requirements of the RSA Partner Program, which (i) for Distributors includes a requirement that Distributors have a then-current Distribution Agreement with RSA, (ii) for MSSPs includes a requirement that MSSPs have a then-current Service Provider Ordering Agreement with RSA, and (iii) for Resellers includes a requirement that Resellers have a then-current RSA Product ordering and reseller agreement with a Distributor.

B. Termination. This Agreement may be terminated under the following conditions:

(i) by RSA, without notice, if Reseller fails to meet the tier requirements as detailed in the Program Schedules,

- (ii) by RSA effective thirty (30) calendar days after notice of termination to the Partner for Partner's breach of any provision of the Logo license if that breach has not been cured within the thirty (30) day period, or immediately if no cure is possible;
- (iii) by RSA immediately upon notice to Partner if Partner has misrepresented itself or its products, as applicable, in its Partner Application, or if at any time the information set forth in the Partner Application materially overstates the level or character of Partner's then current business operations or credit profile;
- (iv) by RSA immediately upon notice to Partner if Partner breaches Sections 9, 10, or 11 below;
- (v) by RSA immediately and automatically without notice of any kind from RSA in the event Partner, without the prior written consent of RSA: (a) merges, is acquired or otherwise undergoes a change in control; or (b) attempts to assign any of its rights or delegate any of its obligations hereunder (any action violating the foregoing restriction on assignment or delegation shall be void); and
- (vi) by either party for convenience upon sixty (60) days' written notice to the other party.

C. Effect of Termination. Upon termination of this Agreement, the license and rights granted hereunder shall terminate completely. Nothing in this Agreement shall limit RSA's right to pursue other legal remedies, including immediate court or judicial relief. Nothing in this Section 5 shall relieve Partner from any obligation to RSA with regards to sales occurring prior to termination.

D. Termination of Website Access. Either party has the right to terminate access to or discontinue access to the Information, at its convenience, by sending the other written notice thereof. That notice will be effective upon receipt. RSA has the right to deny Partner or Partner personnel access to the websites made available hereunder. Upon any termination, expiration or cancellation of: (i) this Agreement, or (ii) the Logo license granted in sub-section 11.A, Partner shall cease to use Information and must promptly return to RSA or destroy, at Partner's own cost, all tangible copies of the Information in its possession. Notwithstanding anything to the contrary, Partner may retain copies for records for Partner's legal record retention purposes only. Further, upon any termination of Distributor's Distribution Agreement with RSA, Alliance Partner's product ordering agreement with RSA, Reseller's product ordering agreement with Distributor, or MSSP's Service Provider Ordering Agreement with RSA, such Distributor, Alliance Partner, MSSP, or Reseller, as applicable, shall cease to use Information and must promptly return to RSA, at Distributor's, Alliance Partner's, MSSP's, or Reseller's, as applicable, own cost, all tangible copies of the Information in its possession.

E. Termination due to Bankruptcy or Insolvency.

- (i) Monthly or Quarterly Installment Customers:
  - For RSA Products and/or services where payment is to be collected from customers in monthly or quarterly installments, at any time during an active customer subscription to RSA services or license to RSA Products, if the customer becomes insolvent or is declared bankrupt and is unable to pay, Distributor will notify RSA in writing within thirty (30) days of the customer's non-payment ("Written Notice").

- Distributor may request that such customer's subscription to RSA services or license to RSA Products and/or services be cancelled effective the date of the Written Notice without penalty, fees or cost associated with the remainder of the subscription term, provided that RSA has received full payment for such subscriptions and licenses up to the date of the Written Notice.
- (ii) Annual Installment Customers:
- For RSA Products and/or services where payment is to be collected from customers in annual installments, at any time during an active customer subscription to RSA services or license to RSA Products, if the customer becomes insolvent or is declared bankrupt and is unable to pay, Distributor will notify RSA in writing at least thirty (30) days prior to the end of the current annual subscription term ("Written Notice").
  - Distributor may request that such customer's subscription to RSA services or license to RSA Products and/or services be cancelled as of the end of the current annual subscription term without penalty, fees or cost associated with future annual subscription terms, provided that RSA has received full payment for such subscriptions and licenses up to the date of the Written Notice.
- (iii) No proration nor return of any funds will be allowed. Solvency or bankruptcy only will apply to future years of this agreement.
- (iv) Notwithstanding anything to the contrary in this Agreement, if a customer becomes insolvent or declares bankruptcy, then Distributor will inform RSA immediately.

## 6. INFORMATION RELATED DISCLAIMER.

RSA PROVIDES ACCESS TO THE RSA PARTNER COMMUNITIES, RSA WEBSITE, AND INFORMATION ON AN "AS IS" BASIS AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR OTHERWISE OF ANY RSA LOGO, OR OTHER INTELLECTUAL PROPERTY RIGHT LICENSED UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

## 7. INDEMNITY.

Partner shall indemnify RSA and hold RSA harmless against all claims asserted by a third party against RSA as a result of Partner's failure to comply with its obligations hereunder or any acts or omissions of Partner.

RSA shall indemnify Partner and hold Partner harmless against all claims asserted by a third party against Partner as a result of RSA's failure to comply with its obligations or any acts or omissions of RSA as it relates to RSA's End User License Agreement (EULA).

## 8. MISCELLANEOUS.

A. References. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral, or other publication or public

announcement, relating in any way to this Agreement, without the prior written approval of the other, which approval shall not be unreasonably withheld; provided, however, that RSA may identify Partner for reference purposes unless and until Partner expressly objects in writing.

B. Notices. Any notices hereunder shall be in writing. For Partner, such notices shall be sent to the address which Partner states in this Agreement or on its Partner Application and/or posted on the RSA Partner Communities. For business related notices to RSA, such notices shall be sent to the RSA channel operations group responsible for the relationship with Partner. For legal related notices to RSA, those notices shall be sent to:

RSA Security LLC  
RSA Legal Department  
174 Middlesex Turnpike  
Bedford, Massachusetts 01730

Email for legal notices: [legalnotices@rsa.com](mailto:legalnotices@rsa.com)

C. Force Majeure. Neither party will be liable for failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to circumstances beyond that party's reasonable control.

D. Assignment. Partner shall not assign this Agreement or any right herein or delegate any performance without RSA's prior written consent, which consent shall not be unreasonably withheld. Any other attempted assignment or transfer by Partner will be void.

E. Governing Law. Except for matters pertaining to the Logo, this Agreement is governed by the laws of the country in which RSA or the applicable local entity is located (excluding its conflict of law rules). However, all matters pertaining to the Logo are governed by the laws of the Commonwealth of Massachusetts and the Federal laws of the United States, excluding their conflict of law rules. To the extent permitted by law, the country determined in accordance with this Section 8.E will have exclusive jurisdiction for disputes arising out of or in connection with this Agreement. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

F. Waiver. Failure to enforce a provision of this Agreement will not constitute a waiver.

G. Independent Contractors. The parties shall act as independent contractors for all purposes under this Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint ventures or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party shall have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

H. Severability. If any part of this Agreement is held unenforceable, the validity of all remaining parts will not be affected.

I. Equitable Relief. Partner acknowledges that its breach of this Agreement may cause RSA irreparable damages which cannot be remedied in monetary damages in an action at law and that RSA shall be entitled to seek an injunctive relief.

J. Other Program Benefits. RSA may choose to make certain information we collect about your business available to companies with whom RSA has a strategic relationship, including, without limitation, companies who conduct market research on behalf of RSA or offer products or services intended to be a benefit to you or your customers. The information will be provided under confidentiality agreements between RSA and such partners and may be used in connection with notifying you of products, services or programs that RSA believes may be of interest to you.

## 9. EXPORT CONTROL AND PARTNER CONDUCT AND COMPLIANCE WITH LAWS.

A. Export Control. All content, services and the technology included therein (collectively the “Materials”) provided under this Agreement are subject to governmental restrictions on (i) exports from the United States; (ii) exports from other countries in which the Materials may be produced or located; (iii) disclosures of technology to non-U.S. persons; (iv) exports from abroad of products derivative of the Materials; and (v) the importation and/or use of the Materials outside of the United States or other countries (collectively, “Export Laws”). Partner must comply with all Export Laws. Diversion contrary to U.S. law or other Export Laws is expressly prohibited.

B. Partner Conduct and Compliance With Laws. Partner represents and warrants that Partner understands and agrees to comply with Partner’s obligations under the RSA Partner Code of Conduct (including compliance with the Anti-Corruption Laws, as defined therein), in connection with this Agreement and RSA Partner Program which RSA Partner Code is available on the RSA Partner Communities. Partner will not, in connection with this Agreement or RSA Partner Program, take or allow any third party to take, any action or engage in any practice that would violate the Anti-Corruption Laws.

Partner represents and warrants that: (i) neither Partner nor any of Partner’s directors or officers or employees, who have decision-making authority with respect to this Agreement, have been convicted of any offense involving bribery, corruption, fraud or dishonesty, or to the best of Partner’s knowledge, have been or are the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding any offense or alleged offense under the Anti-Corruption Laws and (ii) neither Partner nor any of Partner’s directors or officers or employees, who have decision-making authority with respect to this Agreement, are government officials. RSA may immediately terminate this Agreement or suspend its performance hereunder if RSA has reason to believe that Partner has breached this Section 9 or the RSA Partner Code of Conduct.

## 10. ACCESS TO RSA WEBSITE.

A. Scope and Grant of License. RSA maintains, from time to time, a website, currently located at URL: <https://www.rsa.com/standard-form-agreements/> and the RSA Partner Communities which contains Information pertaining to RSA Products and RSA services. RSA may grant Partner a limited, non-exclusive, nontransferable, non-sublicensable right and license, during the period in which this Agreement is in effect, to access such sites and to use the Information solely in accordance with the



provisions of this Section 10. All Information shall remain the property of RSA and if marked “RSA Confidential” or similar, may not be disclosed to third parties or made public by Partner. Except as expressly stated herein, no other grant of right or license to use, under any patent, copyright or any other intellectual property rights is made from RSA to Partner under this Agreement.

B. **Restriction on Usage.** Partner shall use the Information obtained through such access only for the purposes of (i) marketing and delivery of RSA Products obtained by Partner from Distributor, if Partner is a Reseller; (ii) development of Partner services utilizing RSA Products and RSA services; and/or (iii) assisting RSA or Distributor, as applicable, to sell and/or license RSA Products and RSA services. Partner shall make no other use thereof and shall use the Information only in a manner that inures to the benefit of RSA. Partner shall not use the Information to engage in deceptive, misleading or unethical practices that are or might be detrimental to RSA or RSA Products. Partner shall not make any representations, warranties or guaranties to anyone with respect to the specifications, features or capabilities of RSA Products or RSA services that are inconsistent with the Information. Access to the Information shall be made available only to Partner personnel that have completed the training, if any, designated by RSA; have a “need to know” such Information in order to fulfill the uses described above and have been assigned the necessary access and security codes to enable such personnel to use the website. RSA may change the access and security privileges and codes from time to time and shall promptly notify Partner of such changes. Partner shall promptly notify RSA of the termination or reassignment of any Partner personnel who have been granted access hereunder.

C. **Responsibility.** Partner shall be fully responsible to RSA for the full compliance of its personnel with its obligations under this Section 10.

## 11. LOGO LICENSE.

A. **License Grant.** Subject to and expressly conditioned upon compliance with the terms and conditions of this Agreement, RSA hereby grants to Partner a nonexclusive, nontransferable, royalty-free, revocable, personal right to use the Logo during the term of this Agreement, but only in connection with Partner’s marketing, advertising, distribution and/or sale, within the Territory, of the RSA Products obtained as described herein, and only in strict accordance with the current version of the RSA Program Graphic Standards (including usage guidelines), which are currently located at URL [RSA.com](http://RSA.com) RSA reserves the right to modify these standards and guidelines from time to time by posting such at such website.

- 1) Partner may not use or reproduce the Logo in any manner whatsoever except as expressly permitted under this Agreement.
- 2) RSA may eliminate any country or jurisdiction from the Territory if RSA reasonably determines that use or continued use of the Logo may subject RSA or any other party to legal liability or may jeopardize or impair RSA’s rights in the Logo. Upon written notice from RSA, Partner shall cease all use of the Logo in any such jurisdiction.
- 3) RSA reserves the right to amend the Logo or to replace it with a different logo. Upon notice from RSA, Partner shall cease use of the Logo as quickly as reasonably possible.
- 4) RSA retains all right, title and interest in and to the Logo. Except as explicitly granted in this

Agreement, Partner shall not have any rights in the Logo. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel or otherwise, a license to any RSA technology or proprietary right.

5) Partner shall not (a) challenge RSA's ownership or use of the Logo; (b) attempt to register any portion of the Logo or any constituent elements; (c) remove, alter or add to the Logo; or (d) incorporate the Logo or any other RSA trademark into Partner's product names, service names, company names, domain names, or any other similar designations. Partner's use of the Logo inures to the sole benefit of RSA.

6) If, at any time, Partner acquires any rights in, or trademark registrations or applications for the Logo or any of the RSA trademarks by operation of law or otherwise, Partner will immediately and at no expense to RSA assign such rights, registration or applications to RSA, along with any and all associated goodwill.

7) Partner shall indemnify RSA from and against all loss, cost, damage or expense resulting from Partner's use of the Logo in violation of this Logo license, excluding only losses resulting from a claim of infringement that is covered by RSA's obligations pursuant to Section 11.E below.

8) Upon termination of this Agreement, the Logo license and rights granted hereunder shall terminate completely. Partner must discontinue all use of the Logo according to the following schedule unless RSA has agreed in writing to some other schedule: (i) within seventy-two (72) hours on Partner's website; (ii) within thirty (30) calendar days, or such earlier date as required by court or judicial order, on all RSA Products, RSA Products packaging, RSA Products documentation, and related marketing materials, where applicable, on Partner's premises, or the premises of Partner's agents, by covering the Logo with an opaque label or by other methods pre-approved by RSA in writing. Nothing in this section shall limit RSA's right to pursue other legal remedies, including immediate court or judicial relief.

B. Quality, Inspection, and Approval of Logo. It is the intent of RSA to periodically audit Partner to verify that Partner is in compliance with the then current RSA Program Graphic Standards (including usage guidelines) and this Agreement. RSA shall provide advance notice of an audit ("Program Audit"). RSA may conduct such Program Audit itself or may appoint a third party to do so. RSA shall pay the cost of the Program Audit. RSA shall provide all reasonable assistance necessary for RSA or its designee to perform the Program Audit. RSA or its designee shall maintain the confidentiality of any proprietary information so designated by Partner and disclosed by Partner or discovered during the course of the Program Audit, with the exception of any information directly related to reporting the results of the Program Audit to RSA. If following such Program Audit, RSA determines in its sole discretion that Partner has not met any requirement of this Agreement, RSA shall notify Partner of the noncompliance and Partner shall immediately cease using the Logo until it remedies the situation, which RSA shall determine in its sole discretion. At RSA's request, Partner shall promptly supply RSA with suitable specimens of Partner's use of the Logo.

C. Identification and Use of Logo. Partner must use the Logo only in the exact form of approved camera-ready or electronic artwork received from RSA. Partner shall not (i) use the Logo in a manner that derogates RSA's reputation or RSA's rights in the Logo; and (ii) take any action that could interfere with or diminish RSA's rights therein at any time.

D. LOGO RELATED WARRANTIES AND DAMAGES.

1) RSA MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE LOGO OR ANY INTELLECTUAL PROPERTY RIGHT LICENSED HEREUNDER, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY, OR WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, OR PERFORMANCE, OR USAGE OF TRADE, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT.

2) IN NO EVENT SHALL RSA BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR BUSINESS PROFITS) ARISING FROM OR RELATED TOPARTNER'S USE OF THE LOGO OR TERMINATION OF THIS AGREEMENT OR LOGO LICENSE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, OR STRICT LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RSA BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH PARTNER'S USE OF THE LOGO IN VIOLATION OF THE TERMS OF THIS AGREEMENT.

E. Infringement by Logo.

1) Partner shall promptly notify RSA of any suspected infringement or challenge to the Logo or any constituent elements.

2) RSA shall, at RSA's expense, defend Partner against any third party claim made against Partner that the Logo infringes any trademark rights enforceable in the Territory, and pay the resulting costs and damages awarded against Partner by a court of competent jurisdiction, provided Partner (i) notifies RSA promptly in writing of such claim, (ii) grants RSA sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a RSA request for assistance. Should the Logo become, or in RSA's opinion be likely to become the subject of such a claim, RSA shall, at its option and expense,

(a) procure for Partner the right to continue use the Logo; (b) replace or modify the Logo to make it non-infringing, and in which case Partner shall cease use of the earlier version of the Logo; or (c) terminate this Logo License. RSA shall not have any liability for any intellectual property claim based on Partner's use of the Logo after RSA's notice to Partner that Partner shall cease use of the Logo.

3) THIS SECTION 11.E STATES RSA'S ENTIRE LIABILITY WITH RESPECT TO ALLEGED INFRINGEMENT CONCERNING THE LOGO OR ANY OTHER INTELLECTUAL PROPERTY RIGHT.

12. **Limitations of Liability.**

IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS, BE LIABLE TO OTHER PARTY OR ANY THIRD PARTY FOR ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, BREACH OF SECURITY, OR LOST OR DAMAGED DATA) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, THE LICENSED SOFTWARE, OR ANY SERVICES RENDERED BY RSA, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS, THE TOTAL LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED



THE TOTAL FEES PAID BY PARTNER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

## EXHIBIT A

### ALLIANCE PARTNER ADDENDUM

This Alliance Partner Addendum (the “Alliance Partner Addendum”) is incorporated by reference into the Agreement only for Partners who have been authorized in writing by RSA as Alliance Partners. Unless otherwise specified herein, all capitalized terms not defined herein shall have the meanings set forth in the Agreement. This Alliance Partner Addendum constitutes a supplement to the Agreement for Alliance Partners. All terms of the Agreement shall remain in full force and effect except to the extent this Alliance Partner Addendum expressly modifies or conflicts with the terms thereof, in which case the terms in this Alliance Partner Addendum shall take precedence.

ORDERING AGREEMENTS. If Alliance Partner purchases products or services from RSA, Alliance Partner will order from the applicable RSA entity until further notice, and such purchases are subject to and governed by the existing Master Alliance, Strategic Alliance or any substantially similar existing agreement (“RSA Ordering Agreement”). If no RSA Ordering Agreement is in place between Alliance Partner and RSA, Alliance Partner must execute an RSA Ordering Agreement in order to purchase products and services directly from RSA for resale.

## EXHIBIT B

### DISTRIBUTOR ADDENDUM

This Distributor Addendum (the “Distributor Addendum”) is incorporated by reference into the Agreement only for Partners who have been authorized in writing by RSA as Distributors. Unless otherwise specified herein, all capitalized terms not defined herein shall have the meanings set forth in the Agreement. This Distributor Addendum constitutes a supplement to the Agreement for Distributors. All terms of the Agreement shall remain in full force and effect except to the extent this Distributor Addendum expressly modifies or conflicts with the terms thereof, in which case the terms in this Distributor Addendum shall take precedence.

1. **PARTNER STATUS.** Noncompliance with any provision of this Agreement may result in the termination of the Agreement or Distributor’s participation as a Distributor. Subject to Distributor’s notification and authorization in writing by RSA to participate as Distributor, and compliance with this Agreement, Distributor is authorized to purchase RSA products and services from RSA to sell to Resellers in Distributor’s designated Territory as outlined in the Distribution Agreement (as defined below).
2. **ORDERING AGREEMENTS.** If Distributor purchases products or services from RSA for sale to Resellers in Distributor’s designated Territory, Distributor will order from the applicable RSA entity until further notice, and such purchases are subject to and governed by or any existing Distributor Agreement with RSA, or any substantially similar distribution agreement that Distributor has with RSA, or a RSA Affiliate that authorizes Distributor to purchase RSA products for resale to Resellers (collectively the “Distribution Agreement”). If no Distributor Agreement is in place between Distributor and RSA, Distributor must execute a Distributor Agreement in order to purchase products and services directly from RSA for resale to Resellers within Distributor’s designated territory.  
**DISTRIBUTOR COMPLIANCE.** Distributor shall ensure every agreement it enters or maintains with any party for the resale or distribution of RSA products or services shall include business conduct requirements that are consistent with, and no less protective of RSA than, the requirements set forth in Section 9 of the Agreement.
3. **DEAL REGISTRATION AND FUNDING LETTER.** In addition to the Agreement, you will comply with all terms posted to the RSA Partner Communities.
4. **PRECEDENCE.** The separate, written Distribution Agreement shall govern the following: (i) Distributor’s purchase of products and services from RSA or a RSA Affiliate and (ii) Distributor’s rights to market and distribute such products and services to Resellers in the geographic or market segment described in the Distribution Agreement. To the extent there are any conflicting provisions regarding RSA Partner Program, Information, Confidential Information, incentives, rebates, pricing (each provided in connection with the RSA Partner Program) or interpretation of this Agreement, this Distributor Addendum shall prevail and control, followed by the Agreement, then by the Distribution Agreement.

## EXHIBIT C

### MSSP ADDENDUM

This MSSP Addendum (the “MSSP Addendum”) is incorporated by reference into the Agreement only for Partners who have been authorized in writing by RSA as an MSSP. Unless otherwise specified herein, all capitalized terms not defined herein shall have the meanings set forth in the Agreement. This MSSP Addendum constitutes a supplement to the Agreement for MSSPs. All terms of the Agreement shall remain in full force and effect except to the extent this MSSP Addendum expressly modifies or conflicts with the terms thereof, in which case the terms in this MSSP Addendum shall take precedence.

1. **ORDERING AGREEMENTS.** If MSSP purchases products or services from RSA, MSSP will order from the applicable RSA entity until further notice, and such purchases are subject to and governed by an executed Service Provider Ordering Agreement with RSA or a RSA Affiliate (“Service Provider Ordering Agreement”) that permits use of RSA Products in providing a service. If no Service Provider Ordering Agreement is in place between MSSP and RSA, MSSP must execute a Service Provider Ordering Agreement in order to purchase products and services directly from RSA or Distributors, as applicable, for use by MSSP to provide services to its customers.
2. **REPORTING.** In order for RSA to provide the available benefits, MSSPs shall provide to RSA, a Point of Sale Report identifying the clients, locations, contract duration, and capacity utilized during the period or provide such information to RSA at the time the applicable quote is generated.

## EXHIBIT D

### RESELLER ADDENDUM

This Reseller Addendum (the “Reseller Addendum”) is incorporated by reference into the Agreement only for Partners who have been authorized in writing by RSA as a Reseller. Unless otherwise specified herein, all capitalized terms not defined herein shall have the meanings set forth in the Agreement. This Reseller Addendum constitutes a supplement to the Agreement for Resellers. All terms of the Agreement shall remain in full force and effect except to the extent this Reseller Addendum expressly modifies or conflicts with the terms thereof, in which case the terms in this Reseller Addendum shall take precedence.

1. **RESELLER STATUS.** Depending on criteria set forth in the RSA Partner Program, Reseller will be registered as part of the appropriate partner tier for one or more of the RSA Product line(s). Additional requirements regarding Reseller status may be found in the program terms. Noncompliance with any provision of the Agreement or this Addendum may result in the termination of the Agreement or Reseller’s participation as a Reseller in the RSA Partner Program. Subject to Reseller’s compliance with this Agreement and notification and authorization in writing by RSA, Reseller is authorized to purchase RSA products and services from Distributors unless otherwise agreed to in writing by RSA.
  
2. **DEAL REGISTRATION AND OTHER PORTAL TERMS.** In addition to the Agreement, you will comply with all terms posted to the RSA Partner Communities, including, but not limited to:
  - a. RSA’s Deal Registration Official Guidelines that are posted on the partner portal
  - b. RSA’s Partner Program Return Policy posted on the partner portal
  
3. **PRECEDENCE.** To the extent there are any conflicting provisions regarding the Program, Information, Confidential Information, incentives, rebates, pricing (each provided in connection with the RSA Partner Program) or interpretation of this Agreement, this Reseller Addendum shall prevail and control, followed by the Agreement.
  
4. **RESELLER REPRESENTATION.** Reseller warrants to RSA that as of the date Reseller submits the Partner Application to RSA, Reseller either has, or is in the process of establishing, an agreement with a Distributor(s) to enable Reseller to obtain RSA Products from that Distributor(s) and remarket the products as part of transactions in which Reseller adds incremental value to the RSA Products and/or services in the form of substantial hardware and/or software integration, networking, installation, systems analysis, systems development or consulting services; and/or market knowledge of the Territory. Reseller agrees that RSA may disclose the information on the Partner Application and the terms of this Agreement to Distributor(s).
  
5. During the term of this Agreement, RSA: (a) authorizes Reseller to purchase RSA Products from Distributors for the sole purpose of marketing or reselling RSA Products directly to Customers; and (b) grants Reseller a limited, non-exclusive, revocable license to receive from the Distributor and distribute to Customers the RSA Products pursuant to RSA’s shrink-wrap and/or click-wrap license (the “RSA Product License”) that is included with or incorporated therein. Please check the RSA Partner Communities or RSA website to review the current version of RSA’s standard RSA Product License, which RSA may change from time to time without notice. Reseller agrees to distribute all RSA Products to



the Customer(s) in their original unopened packaging.

6. Reseller acknowledges that: (a) each Distributor may require Reseller to enter into other agreement(s) with it; and (b) each Distributor is an independent party from RSA so such Agreement is not a sale, purchase, distribution, or other agreement with RSA. RSA will not be deemed a party to, or have any liability under, Reseller's agreement with the Distributor.

7. Reseller further acknowledges that the prices Reseller pays for RSA Products are set by the Distributor from which Reseller purchases RSA Products. RSA may suggest resale prices to its Distributors, but Distributors are free to sell RSA Products at a lower or higher price than suggested by RSA and Reseller is free to determine its price to the Customer.

8. Reseller agrees to identify the complete name and address of each Customer either: (a) in the applicable purchase order for RSA Products issued to Reseller's Distributor or, in the case of a download of RSA branded software, at the time the order is placed; or (b) in writing within ten (10) business days after Partner receives a request from Reseller's Distributor or RSA or a third party engaged by RSA to collect data related to the RSA Partner Program.