RSA®

SERVICE AGREEMENT
FOR THE RSA ANTI ROGUE APPLICATION SERVICE

THIS SERVICE AGREEMENT FOR THE RSA ANTI ROGUE APPLICATION SERVICE ("**AGREEMENT**") IS EFFECTIVE AS OF THE DATE OF THE CUSTOMER'S SIGNED ACCEPTANCE OF THE APPLICABLE QUOTATION MAKING REFERENCE TO THIS AGREEMENT.

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

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE INDIVIDUAL PERSON OR THE ENTITY THAT THE INDIVIDUAL REPRESENTS THAT HAS OBTAINED THE SOFTWARE AND HARDWARE FOR ITS INTERNAL PRODUCTIVE USE AND NOT FOR OUTRIGHT RESALE) (THE "CUSTOMER") AND RSA (WHICH MEANS (I) IF CUSTOMER IS LOCATED IN THE UNITED STATES, MEXICO OR SOUTH AMERICA, THEN THIS IS A LEGAL AGREEMENT BETWEEN THE CUSTOMER AND RSA WITH "RSA" MEANING RSA SECURITY LLC. IF CUSTOMER IS LOCATED OUTSIDE OF THE UNITED STATES, MEXICO OR SOUTH AMERICA, THEN THIS IS A LEGAL AGREEMENT BETWEEN THE CUSTOMER AND RSA, WITH "RSA" MEANING (II) THE LOCAL RSA SALES SUBSIDIARY, IF CUSTOMER IS LOCATED IN A COUNTRY IN WHICH RSA DOES BUSINESS THROUGH A LOCAL RSA SALES SUBSIDIARY; (III) IF CUSTOMER IS LOCATED IN A COUNTRY IN WHICH RSA DOES NOT HAVE A LOCAL SALES SUBSIDIARY, THE LOCAL DELL OR EMC ENTITY AUTHORIZED BY RSA ON THE RSA QUOTE OR OTHER RSA ORDERING DOCUMENT; OR (IV) RSA SECURITY & RISK IRELAND LIMITED (IF CUSTOMER IS LOCATED IN A COUNTRY IN WHICH NEITHER RSA SECURITY LLC NOR DELL EMC HAS A LOCAL SALES SUBSIDIARY).

THIS AGREEMENT SETS FORTH THE GENERAL TERMS AND CONDITIONS UNDER WHICH RSA WILL PROVIDE AND CUSTOMER WILL RECEIVE THE ANTI ROGUE APPLICATION SERVICES ("**ARAS**") (AS DEFINED BELOW).

1. **DEFINITIONS.** The following terms shall have the definitions below or set forth elsewhere herein.
    "**Anti Rogue App Service**" or "**ARAS**" means App Detection and/or taking Action (as defined in Exhibit A), in all cases as described in Exhibit A and the Quotation.
    "**App**" means an internet application that runs on a mobile device. Apps usually help end users by connecting their device to internet services more commonly accessed on desktop or notebook computers, or help end users by making it easier to use the internet on their mobile device.
    "**App Store**" means an online portal/store where Apps are publically available for download, license or sale. RSA reserves the right to add, remove or exclude any such portal/store from RSA's list of covered App Stores without notice to nor approval from the Customer.
    "**App Detection**" means: a universal resource locator (a "**URL**") detected on an App Store by RSA's 24X7 Anti-Fraud Command Center that contains a reference to a Customer Brand.
    "**Customer Brand**" means a specific keyword(s) provided by Customer that references one (1) unique trademark, trade name, word mark, service mark or other designation (e.g., a corporate name) for which the Customer claims legal and equitable ownership or rights thereto; and that shall be used by RSA as the basis for App Detection and taking Action.
    "**Exhibit**" means Exhibits A and B attached hereto, the terms of which are incorporated herein by reference;
    "**Notice Letter**" means a letter substantially in the form of Exhibit B.
    "**Quote**" or "**Quotation**" means one or more documents issued by RSA specifying the ARAS that Customer seeks to obtain from RSA, the related pricing and sufficient other information to complete the transaction. The Quote incorporates this Agreement by reference.
    "**Service Fee**" means the service fee stated in the mutually executed Quote for the ARAS.

2. **SERVICES.**
    a. So long as the Customer is current on the payment of any and all applicable amounts due to RSA hereunder, RSA will provide to Customer, for the term of Agreement, on a non-exclusive and non-transferable basis, the ARAS in order to detect unauthorized or unapproved Apps (the "**Service**").
    b. RSA shall implement and activate the ARAS in accordance with the service setup form that the Parties shall use their reasonable endeavors to complete within seven (7) days from the Customer's acceptance of the Quotation ('**Service Setup Form**").
    c. In consideration of the ARAS rendered under this Agreement, Customer shall pay RSA the Service Fee together with any other fees and expenses as set forth in the applicable mutually signed RSA Quote. Customer

shall reimburse RSA for travel and other usual and customary expenses incurred by RSA's personnel in connection with this Agreement.

3. **TERM & TERMINATION.**

   a. This Agreement shall commence and become effective from the Customer's signed acceptance of the Quotation and shall remain in effect for a period specified in the Quotation counted from the date the ARAS is first activated (the "**Activation Date**") (the "**Initial Term**"). Following the Initial Term, the Agreement will be renewed for subsequent twelve (12) month terms (each a "**Renewal Term**"), unless not less than sixty (60)days prior to the end of the Initial Term (or any subsequent Renewal Term), either Party indicates in writing to the other its intention not to renew this Agreement.

   b. Either party may notify the other in writing in case of the other's alleged breach of a material provision of this Agreement. The recipient shall have thirty (30) days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the Agreement, which notice shall take effect upon receipt.

   c. Upon termination of the Agreement, Customer shall promptly return to RSA, or destroy and certify in writing to RSA, that it has destroyed the original and all copies, in whole or in part, in any form, of the Documentation, and any other Confidential Information disclosed by RSA under the Agreement. Termination of the Agreement shall not discharge any payment obligations accrued as of the effective date of such termination even if such obligations are payable after the termination date. Upon any termination of this Agreement, Sections 3, 4, 5, 6, and 8 through 12 hereof shall survive in accordance with their terms.

4. **OWNERSHIP, INTELLECTUAL PROPERTY RIGHTS AND LICENSE.**

   a. RSA shall retain and own all right, title and interest and all Intellectual Property in and to the Services and nothing herein transfers or conveys to the Customer any ownership right, title or interest in or to the Service or any license right with respect to same not expressly granted herein. As used herein, "**Intellectual Property**" shall include, without limitation, copyrights, trade-secrets, service names, trademarks (including the RSA Marks), trade-names, domain names, patents, know-how, formulation, data, technology, designs, inventions, improvements, discoveries, processes, models or sales, financial, contractual and marketing information and all other intellectual or industrial property and like rights whether or not registered and the applications thereof;

   b. Subject to the terms and conditions of this Agreement, RSA grants Customer a non-exclusive, non-transferable, non-sub-licensable right to access and use the Services for the purpose for which it is made available to Customer in accordance with the Documentation.

   c. Customer acknowledges that in providing the Services, RSA may utilize (i) the RSA name, the RSA logo, the RSA domain name, the product names associated with the Services and other trademarks; (ii) certain methodology, information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, look and feel of the Services and other tangible or intangible technical material or information (collectively "RSA Technology") and that the RSA Technology is the exclusive property of RSA, contains valuable trade secrets and Confidential Information of RSA, and is covered by Intellectual Property rights owned or licensed by RSA. Other than as expressly set forth in this Agreement, no license or other rights in the RSA Technology or the Services are granted to Customer, and all such rights are hereby expressly reserved. Nothing contained in this Agreement shall be deemed to convey to Customer any right, title or interest in or to the Services or data therein or the RSA Technology, except to the extent of the limited license granted in this Agreement.

   d. Customer shall not (i) modify, copy or make derivative works based on the RSA Technology or the Services; (ii) disassemble, reverse engineer, or decompile any of the RSA Technology; or (iii) sell, sublicense, transfer or make available the RSA Technology or the Services to any third parties.

   e. During the Initial Term and any Renewal Term, the Customer hereby grants to RSA, subject to the terms and conditions of this Agreement, a limited, royalty-free, non-exclusive, non-transferable, non sublicensable, worldwide right and license to use and display the Customer Brands as set forth in the Service Setup Form, solely to the extent necessary for RSA to perform its obligations hereunder, including but not limited to taking Action.

   f. The Customer will retain all right, title and interest in and to its Customer Brands and all goodwill associated with use of such will inure solely to the benefit of the Customer. No licenses are hereby granted by Customer to RSA with respect to the Customer Brands except for those expressly set forth in this Agreement.

   g. Except for Customer Brands, RSA shall retain and own all right, title and interest and all intellectual property rights to all information which is collected by RSA in the course of the App Detection.

5. **CONFIDENTIALITY.**

   a. **"Confidential Information"** means the terms of this Agreement and all confidential and proprietary information of RSA or Customer, including without limitation all business plans, product plans, financial information, software, designs, formulas, methods, know how, processes, materials provided to Customer in the course of performing Services under this Agreement, and technical, business and financial data of any nature whatsoever (including, without limitation, any marketing, pricing and other information regarding the Services), provided that such information is marked or designated in writing as "confidential," "proprietary," or any other similar term or designation. Confidential Information does not include information that is (i) rightfully

in the receiving party's possession without obligation of confidentiality prior to receipt from the disclosing party;

(ii) a matter of public knowledge through no fault of the receiving party; (iii) rightfully furnished to the receiving party by a third party without restriction on disclosure or use; or (iv) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement , and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period from the date hereof until three (3) years following the later of (i) the termination date of this Agreement or (ii) the last date of the completion orother termination of Services under this Agreement entered into hereunder, provided, however, that Confidential Information that constitutes, contains or reveals, in whole or in part, RSA proprietary rights shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, a receiving party may disclose Confidential Information pursuant to a valid order of a court or authorized government agency provided that the receiving party has given the disclosing party prompt notice, to the extent legally permissible, so that the disclosing party will have an opportunity to defend, limit or protect against such disclosure.

b. RSA may identify Customer for reference purposes unless and until Customer expressly objects in writing.

c. Customer may not disclose the results of any performance tests of a Service to any third party without RSA's prior written approval. Notwithstanding the foregoing, (i) RSA may disclose Customer Confidential Information to an Affiliate or contractor (who is under an obligation of confidentiality) for the purpose of fulfilling RSA's obligations or exercising RSA's rights hereunder so long as RSA and its Affiliates comply with the confidentiality obligations above.

d. The Parties do not intend to disclose to one another hereunder information that would be covered by the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act of 1996 or similar privacy legislation within or outside of the United States. Accordingly, neither Party shall disclose to the other hereunder any of the following information regarding either Party's employees, customers, suppliers or other business partners: protected health information (as defined at 45 CFR 164.501), social security numbers, driver's license numbers, credit card numbers or similar government identity numbers or personal financial account numbers (herein "Non Public Personal Information").

6. **INVOICING & PAYMENT.** The Service Fee is invoiced annually in advance from the Activation Date and on each anniversary thereof. If Service Fees are to be invoiced on a monthly basis, the monthly service fees are determined based on the total Annual Incident Allocation and are expressed on a monthly basis. Therefore, where Customer has exhausted its Annual Incident Allocation before the expiration of the then current Term, and in addition to any Additional Incident Fees which will apply for all Incidents in excess of the Incident Allocation, the stated monthly Service Fees will remain due and payable for the remainder of that Term. All Incident counts and related payments are made on a Term year basis. . If Customer exhausts the Annual Incident Allocation before the end of the Term, RSA shall suspend performance of the ARAS until such time when Customer purchases additional Incidents pursuant to an additional RSA Quotation. All Incidents Allocated to a Term must be used within that Term year; all unused Incidents shall expire without notice from RSA. Expired Incidents shall not be carried forward to any subsequent Term. RSA shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified herein. Customer will also pay all related taxes and withholdings, except for those based on RSA's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to RSA. Subject to RSA's credit approval, all amounts are due in the currency stated on the invoice and in full 30 days after the date of RSA's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate.

7. **WARRANTY.**
   a. RSA shall perform the Service (i) in a workmanlike manner and in accordance with generally accepted industry standards and (ii) substantially in accordance with the Documentation for such Service. Customer must notify RSA of any failure to so perform within ten (10) days after the date on which such failure first occurs. If RSA is unable to correct and/or re-perform the Service within a reasonable time, then RSA's entire liability and Customer's exclusive remedy for failure to so perform shall be at Customer's sole option and upon written notice to RSA, termination of the Agreement forthwith and RSA shall refund the remainder of any unused fees paid in advance by Customer for the affected Service and which remain undelivered as of the termination date.
   b. Customer represents and warrants that:
      i. it owns legal and equitable title to the Customer Brand(s);
      ii. it possesses all necessary authority and approvals in order to authorize RSA to deliver the Notice Letter;
      iii. the information provided in the Service Setup Form (or any updates thereto provided by Customer from time to time) and the Customer ID (as defined in Exhibit A) is complete and accurate.
   c. ANY INFORMATION COLLECTED AND/OR OTHERWISE OBTAINED BY RSA AND SUBSEQUENTLY DELIVERED TO CUSTOMER PURSUANT TO THE ARAS IS PROVIDED "AS IS" AND RSA MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OR VERACITY OF THE INFORMATION.
   d. RSA DOES NOT WARRANT THAT INFORMATION COLLECTED PURSUANT TO THE ARAS WILL MEET ANY SPECIFIC CRITERIA, INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH ANY "CHAIN OF CUSTODY AND/OR CHAIN OF EVIDENCE" PROTOCOLS, WHICH MAY BE REQUIRED FOR THE INFORMATION TO BE ADMITTED AS EVIDENCE IN ANY CRIMINAL OR CIVIL PROCEEDING BEFORE ANY JURISDICTION.

e. <u>Disclaimer and Exclusions</u>. Except as expressly stated in Section 6(A) above, RSA (including its suppliers, subcontractors, employees and agents) provides Services "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. NOTHING HEREIN IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR

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WARRANTY BY RSA TO ANY THIRD PARTY, (INCLUDING END USERS), DIRECTLY OR AS A THIRD PARTY BENEFICIARY, WITH RESPECT TO ANY OF THE SERVICES PROVIDED HEREUNDER.

8. **LIMITATION OF LIABILITY.**
   a. RSA'S TOTAL LIABILITY (INCLUDING THE LIABILITY OF ANY SUPPLIER, SUBCONTRACTOR, EMPLOYEE OR AGENT OF RSA), AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY RSA'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 RSA FOR THE SPECIFIC SERVICE FROM WHICH SUCH CLAIM ARISES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM HEREUNDER, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE BUT NOT OTHERWISE EXCLUDED HEREUNDER.
   b. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF RSA PROPRIETARY RIGHTS (INCLUDING ANY LICENSE GRANTED THEREUNDER), NEITHER CUSTOMER NOR RSA (INCLUDING RSA'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES AND AGENTS) SHALL (i) 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; AND (ii) BRING ANY CLAIM BASED ON ANY SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

9. **GOVERNMENT REGULATIONS.** The Services and any technology delivered in connection therewith pursuant to this Agreement may be subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Services and technology may be provided 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 technology included therein outside of the United States (collectively, **"Export Laws"**). Diversion contrary to U.S. law is expressly prohibited. Customer shall, at its sole expense, comply with all Export Laws and RSA export policies made available to Customer by RSA. Customer represents that it is not a Restricted Person, which shall be deemed to include any person or entity: (1) located in or a national of Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other countries that may, from time to time, become subject to U.S. export controls for anti-terrorism reasons or with which U.S. persons are generally prohibited from engaging in financial transactions; or (2) on any restricted person or entity list maintained by any U.S. governmental agency. Certain information, Services or technology may be subject to the International Traffic in Arms Regulations. This information, Services or technology shall only be exported, transferred or released to foreign nationals inside or outside the United States in compliance with such regulations. Certain information, products or technology may be subject to the International Traffic in Arms Regulations ("ITAR"). This information, products or technology shall only be exported, transferred or released to foreign nationals inside or outside the United States in compliance with ITAR.

10. **NOTICES.** Any notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; (iv) by facsimile transmission with confirmation of receipt; or (v) by email, with confirmation of receipt. Notices shall be sent to the address, facsimile number or email address set forth above, or at such other address, facsimile number or email address as provided to the other party in writing.

11. **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 venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

12. **MISCELLANEOUS.** This Agreement (i) shall constitute the complete statement of the agreement of the parties with regard to the subject matter hereof and (ii) may be modified only by a writing signed by authorized representatives of both parties. Except for the payment of fees, neither party shall be liable under this Agreement because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as 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. RSA shall not be liable under this Agreement because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide timely access to facilities, space, power, documentation, networks, files, software, and Customer personnel that are reasonably necessary for RSA to perform its obligations. Neither party may assign this Agreement to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent shall not be required if (i) either party assigns this Agreement to a separate entity in connection with a merger, acquisition, or sale to such other separate entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party. Nothing herein shall limit RSA's right to assign its right to receive and collect payments hereunder. This Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules. The Parties hereby: (1) irrevocably commit to the exclusive jurisdiction of the

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federal and state courts located in the Commonwealth of Massachusetts for the purpose of any suit, action or proceeding arising out of this Agreement, the subject matter hereof or any of the transaction contemplated hereby brought by either Party or its successors or assigns; (2) waives, and agrees not to assert, by way of motion, as a defense or otherwise, in such suit, action or proceeding, to the fullest extent permitted by applicable law, that the suit, action or proceeding is brought in an inconvenient forum, that the venue or the suit, action or proceeding is improper, that that this Agreement, or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by such courts; (3) waives the right to trial by jury of any suit, action or proceeding; and (4) waives any right, claim, or entitlement to any punitive or exemplary damages whatsoever, except as otherwise provided in this Agreement. 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, add to, or conflict with this Agreement, shall be null and void and of no legal force or effect. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected. In case of any conflict between an Exhibit and this Agreement, the Exhibit shall control. Each Party will comply with all applicable laws and will obtain, and will maintain in full force and effect, all licenses, permits, approvals, and other authorizations that are necessary or required to perform its obligations under this Agreement. The titles and headings of the Sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions of this Agreement. This Agreement has been drawn up in and shall be construed in accordance with the English language.

FRAUD ACTION SERVICE DESCRIPTION

This Exhibit A specifies the components which form part of the Fraud Action Anti Rogue App Service.

From the ARAS Activation Date, each selected component of the ARAS shall be provided with respect to the Customer Brands specified in the applicable Section of this Exhibit A.

1. **Hosting, Hardware and Software**
   RSA will provide all hardware, software, database and communications equipment necessary to provide the ARAS in order to detect unauthorized or unapproved Apps as described in this Exhibit A.

2. **24x7 Availability**
   The ARAS is operational and supported 24 hours per day seven days per week by RSA's Anti-Fraud Command Center.

3. **Customer Brand(s)**
   From the ARAS Activation Date, the Service shall be provided with respect to the following Customer Brands:

   - *INSERT Customer Brands as set forth in the applicable Service Set Up Form*

4. **App Detection**
   a. In the event of an App Detection, Customer will receive an alert via email listing the detected App(s) (the "**Alert**").
   b. During the Term of this ARAS Agreement, RSA will scan the App Stores as long as such App Stores are available and accessible online. During such scans, RSA will perform App Detection for the Customer Brand(s).

5. **Incident**
   Upon receipt of an Alert, Customer will promptly review the Alert and identify in writing to RSA which specific App(s) listed in the Alert:
   a. are not authorized nor approved by Customer; and
   b. that Customer wants RSA to take Action
   (collectives the "**Customer ID**").
   Each App listed in a Customer ID that Customer requests RSA to take Action against shall be counted as one (1) "**Incident**" for the purposes of taking Action. Notwithstanding the foregoing, Customer agrees that the same App in different App Stores that have different/unique URLs shall each be counted as a separate Incident for the purposes of taking Action.

6. **Action**
   Upon receipt of the Customer ID, RSA will apply commercially reasonable efforts to contact the App Store via a Notice Letter to take Action. As used herein, "**Action**" means an request by RSA directed to an App Store or the developer of an App to (i) remove the App from the App Store; (ii) to remove any reference(s) the Customer Brand within the App and/or the App's Store listings. and/or (iii) to remove the relevant URL by sending one (1) Notice Letter to the App Store and the App developer. Customer will be notified of RSA's actions via email. Other than the Notice Letter, no further action will be taken by RSA.

7. **Customer Acknowledgements**
   Customer acknowledges that: (a) for the purposes of sending Alerts, receiving Customer IDs and taking Action, RSA shall liaise and work with only one (1) designated Customer project team; and (b) the dispatch of a Notice Letter by RSA is not a guaranty that the URL will be removed. For the avoidance of any doubt, Customer acknowledges that the basis of the ARAS is aimed at fraud mitigation and not the enforcement of the Customer's intellectual property rights. RSA does not enforce nor provide services that enforce the Customer's legal or equitable property rights in a Customer Brand.

ARAS – form of Notice Letter

[App Store]
[address]

RSA Security LLC, an anti-fraud and security company, has been asked by its customer xxx-Customer Name-xxx to assist it in preventing or terminating the use of unauthorized applications.

RSA's Anti-Fraud Command Center (AFCC) has recently learned that your mobile app store is hosting and/or providing a platform for the sale or download of an unauthorized mobile app located at: http://xxxxxxxxxxx. This app was not issued, authorized nor approved by xxx-Customer Name-xxx.

Our customer requests that you take the necessary steps to remove the aforementioned app from your store/hosting platform as soon as possible.

Thank you for your cooperation.

Sincerely,

[App developer]
[address]

RSA Security LLC, an anti-fraud and security company, has been asked by its customer xxx-Customer Name-xxx to assist it in preventing or terminating the use of unauthorized applications.

RSA's Anti-Fraud Command Center (AFCC) has recently learned that your mobile app is available for sale and for download via online app stores. The mobile app located at: http://xxxxxxxxxxx, was not issued, authorized nor approved by xxx-Customer Name-xxx.

RSA requests that you take the necessary steps to either (i) remove the aforementioned app from any and all stores/platforms on which it is hosted; and (ii) remove any reference(s) to xxx-Customer Name-xxx from within the app and/or the app's store listings.

Thank you for your cooperation.

Sincerely,

RSA Security LLC
Anti-Fraud Command Center (AFCC)

RSA Anti-Fraud Command Centre
Tel: +44 (0)800-032-7751 (UK)
Tel: +1-866-408-7525 (US)
E-mail: afcc@rsa.com