



The Security Division of EMC

PROFESSIONAL SERVICES TERMS & CONDITIONS

FOR RSA SECURITY DIVISION PRODUCTS

THESE PROFESSIONAL SERVICES TERMS & CONDITIONS ("AGREEMENT") ARE EFFECTIVE AS OF THE LATER DATE OF EXECUTION OF THE APPLICABLE STATEMENT OF WORK OR QUOTATION MAKING REFERENCE TO THIS AGREEMENT.

ANY AND ALL REFERENCES TO "CUSTOMER" SHALL BE DEEMED TO MEAN THE CUSTOMER SET FORTH IN AN APPLICABLE STATEMENT OF WORK OR QUOTATION.

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 (i) the local EMC sales subsidiary, if Customer is located in a country in which RSA does business through a local EMC Corporation sales subsidiary; or (ii) EMC Information Systems International ("EISI"), if Customer is located in a country in which EMC Corporation does not have a local sales subsidiary). THIS AGREEMENT SETS FORTH THE GENERAL TERMS AND CONDITIONS UNDER WHICH CUSTOMER MAY PERIODICALLY ENGAGE RSA TO PROVIDE CERTAIN PROFESSIONAL, EDUCATIONAL, OPERATIONAL AND TECHNICAL SERVICES ("SERVICES") TO CUSTOMER ON A PROJECT BASIS PURSUANT TO A STATEMENT OF WORK THAT WILL BE ENTERED INTO BETWEEN RSA AND CUSTOMER ("SOW") FOR EACH ENGAGEMENT.

This Agreement may be superseded by any written agreement signed by both Customer and RSA.

1. SERVICES.

RSA shall provide the services described in a SOW that details the relationship of the parties with regard to a specific project. Each SOW shall (i) be signed by the parties; (ii) incorporate by reference this Agreement; and (iii) state the pertinent business parameters, including, but not limited to, pricing, payment, expense reimbursement, and a detailed description of the Services to be provided. Such business parameters shall control as to the engagement described in an SOW, but additional or conflicting legal terms may only be added by express amendment to this Agreement signed by authorized representatives of the parties, even if they are to apply only to one SOW.

2. TERM AND TERMINATION.

A. Term; Survival. The term of this Agreement commences on the later date of execution of an applicable SOW and shall remain in effect unless terminated as provided below. Upon any termination of this Agreement, Sections 2, 3, 4, 5, 6(B), and 8 through 13 hereof shall survive in accordance with their terms. Termination of this Agreement or any SOW shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees and expenses for all Services performed, including any deliverables associated with such Services, as of the date of termination.

B. Termination for Convenience. Either party may terminate this Agreement for convenience by providing the other with written notice, which termination shall become effective upon the later of (1) fourteen days after receipt of such notice by such other party or (2) completion and payment for the Services set forth in any SOW(s) effective on the date of receipt of such notice. In addition, Customer may terminate any SOW hereunder fourteen days after RSA's receipt of Customer's written notice and Customer shall pay RSA for the value of all work performed through the date of termination.

C. Termination for Breach. Either party may notify the other in writing in case of the other's alleged breach of a material provision of this Agreement and or an applicable SOW. 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 applicable SOW(s), or the Agreement if the breach affects multiple SOWs, which notice shall take effect upon receipt.

3. PROPRIETARY RIGHTS.

A. Ownership. Customer shall own all copyright rights in written reports, analyses and other working papers delivered by RSA to Customer in the course of performing Services, as well as Customer's derivative works thereof, subject to Customer's payment in full under such SOW and subject to RSA's rights in the underlying intellectual property embodied therein or used by RSA to perform the Services.

B. License Grant. Subject to the terms and conditions of this Agreement, RSA grants Customer the worldwide, non-exclusive, non-transferable, non-sublicenseable, perpetual, irrevocable (except as set forth in Section 2(C)) right to use, copy, and create derivatives of any materials provided by RSA in the course of performing Services solely for Customer's internal business operations as contemplated by the applicable SOW. The foregoing license excludes RSA's generally available products which are licensed via separate ordering agreement or pre-released products Customer may have received from RSA under a separate testing agreement.

C. Reservation of Rights. RSA reserves all rights not expressly granted to Customer in this Agreement. Except as expressly stated, nothing herein shall be construed to (1) directly or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude such providing party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Services or materials provided hereunder. Notwithstanding anything to the contrary herein, Customer acknowledges that RSA has the right to use any Customer-provided materials solely for the benefit of Customer in connection with the Services performed hereunder for Customer.

4. CONFIDENTIALITY.

A. Confidential Information. "Confidential Information" means the terms of this Agreement (including the terms of each SOW) 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 or any SOW hereunder, 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 or other termination of Services under each SOW 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. Publicity. 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 or any SOW entered into hereunder, without the prior written approval of the other, which approval shall not be unreasonably withheld; provided, however, that RSA may identify Customer for reference purposes.

5. PAYMENT TERMS. RSA shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified in the applicable SOW. 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.

6. WARRANTY.

A. Warranty. RSA shall perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify RSA of any failure to so perform within ten (10) days after the performance of the Services. RSA's entire liability, and Customer's sole remedy, for RSA's failure to so perform shall be for RSA to, at its option, (i)

use reasonable efforts to correct such failure, and/or (ii) terminate the applicable SOW and refund that portion of any fees received that correspond to such failure to perform.

B. Disclaimer and Exclusions. 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.

7. IP INDEMNITY. RSA shall (i) defend Customer against any third party claim that the Services and the related materials provided by RSA to Customer infringe a patent, or a 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 signed by RSA. Customer shall (i) defend RSA against any third party claim that the materials provided by Customer or its agents for use by RSA infringe a patent, or a copyright enforceable in a country that is a signatory to the Berne Convention, and (ii) pay the resulting costs and damages finally awarded against RSA by a court of competent jurisdiction or the amounts stated in a written settlement signed by Customer. The foregoing obligations are subject to the following: the indemnitee (a) notifies the indemnitor promptly in writing of such claim, (b) grants the indemnitor sole control over the defense and settlement thereof, (c) reasonably cooperates in response to an indemnitor request for assistance, and (d) is not in material breach of this Agreement. Should such a claim be made, or in the indemnitor's opinion be likely to be made, the indemnitor may, at its option and expense, (1) procure for the indemnitee the right to make continued use thereof, (2) replace or modify such so that it becomes non-infringing, (3) request return of the subject material, or (4) discontinue the Service and refund the portion of any pre-paid Service fee that corresponds to the period of Service discontinuation. The indemnitor shall have no liability under this Section 7 to the extent that the alleged infringement arises out of or relates to: (A) the use or combination of the subject Services and/or materials with third party products or services, (B) use for a purpose or in a manner for which the subject Services and/or materials were not designed, (C) any modification to the subject Services and/or materials made by anyone other than the indemnitor or its authorized representatives, (D) any modifications to the subject Services and/or materials made by the indemnitor pursuant to the indemnitee's specific instructions, or (E) any technology owned or licensed by the indemnitee from third parties. THIS SECTION STATES THE INDEMNITEE'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNITOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

8. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7 ABOVE, 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, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE BUT NOT OTHERWISE EXCLUDED HEREUNDER.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF RSA PROPRIETARY RIGHTS (INCLUDING ANY LICENSE GRANTED THEREUNDER) OR CLAIMS FOR INDEMNITY ARISING UNDER SECTION 7 (IP INDEMNITY), RSA (INCLUDING RSA'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES AND AGENTS) SHALL (i) HAVE NO LIABILITY TO CUSTOMER 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) NEITHER PARTY WILL 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 and/or any SOW entered into hereunder 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, 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.

10. NOTICES. Any notices permitted or required under this Agreement and/or any SOW entered into hereunder 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 and any SOW(s) entered into hereunder (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 or any SOW 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 or any SOW 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 of all or substantially all of its assets with or 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. 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 and/or an SOW, 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 and/or any SOW entered into hereunder is held unenforceable, the validity of the remaining provisions shall not be affected.

13. GOVERNING LAW. This Agreement is governed by: (i) the laws of the Commonwealth of Massachusetts when RSA means RSA Security LLC.; (ii) the laws of the applicable country in which the applicable EMC subsidiary is registered to do business when RSA means the local EMC subsidiary, and (iii) the laws of Ireland when RSA means EISI. In each case, the applicability of laws shall exclude any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, Customer consents to the sole and exclusive personal jurisdiction of the courts of competency in the location where EMC is domiciled.

14. CUSTOM APPLICATION SUPPORT. If Customer elects to receive Custom Application Support for the Services provided by RSA to Customer, such Support shall be (i) provided pursuant to the terms and conditions set forth in Exhibit A hereto, and (ii) provided for the period specified in the applicable quotation.

15. TRAINING SERVICES. If Customer elects to receive Training Services provided by RSA, (i) the terms and conditions set forth in Exhibit B hereto shall apply, and (ii) such Services shall be provided for the period specified in the applicable quotation.

EXHIBIT A

CUSTOM APPLICATION SUPPORT

This Schedule 1 to the Professional Services Agreement between RSA Security LLC (“RSA”) and Customer (the “Agreement”) addresses RSA’s provision of Custom Application Support. Any such support will be provided subject to the terms and conditions of the Agreement and those set forth herein. In the event of a conflict between the terms and conditions of this Schedule and the terms and conditions of the Agreement, with respect to Custom Application Support, the terms and conditions of this Schedule shall govern.

1. Definitions

- (a) Any term not defined herein, but defined in the Agreement, shall be deemed to have that definition identified in the Agreement.
- (b) “Custom Application Support” means a maintenance program offered by RSA on an optional basis which provides its customers with maintenance of custom software developed and/or delivered under a professional services agreement or other equivalent agreement. This optional maintenance program consists of the technical services described in Section 2 below.
- (c) “Custom Application Support Fee” means the fee charged to Customer as quoted by an authorized RSA representative for provision of the Custom Application Support described herein, exclusive of any separate time and materials amounts attributed to additional support services which may be performed by RSA at the election of the Customer.
- (d) “Error” shall mean any reported malfunction, error or other defect in the custom software that can be reproduced by RSA and constitutes a non-conformity from the applicable statement of work.
- (e) “Maintenance Agreement” means an agreement executed by and between Customer and RSA which provides the terms under which RSA supports Customer’s use of RSA’s generally available products.
- (f) “Severe Bug” or “S1 Bug” means a bug that causes a severe problem that prevents customer from performing business critical functions.
- (g) “Enhancement” means an improvement to custom software that results in additional functionality, including upgrades to address patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specifically identified in the Statement of Work.

2. RSA’s Obligations

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

- (a) Provide telephone consultation to Customer with respect to the custom software during the hours in which Customer receives support under the Maintenance Agreement. Calls for Custom Application Support should be directed to the applicable technical support centers listed at the following link: <http://www.rsa.com/node.aspx?id=1068>.
- (b) Provide initial response within four (4) hours of Customer’s report of all S1 Bugs.
- (c) Isolate and verify S1 Bugs; and correct such S1 Bugs to the extent determined necessary by RSA.

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

3. Customer’s Obligations.

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

- (a) Continue to subscribe to one of RSA’s support offerings.
- (b) Use reasonable efforts to ensure that reported S-1 Bugs have been isolated from the standard RSA products to confirm that the S-1 Bug is custom software related. Maintenance and support issues related to standard RSA products will be supported under the terms of a separate Maintenance Agreement between RSA and Customer.

- (c) Customer must provide, support and allow RSA access to all hardware and software necessary to provide Custom Application Support.
- (d) Identify a single point of contact familiar with the custom software who will be responsible for calling for support.

4. Limitations

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

- (a) Repair or replacement of custom software required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of the custom software by persons other than RSA or RSA authorized personnel; accident, fault or negligence of the Customer; operator error or improper use or misuse of the custom software; or causes external to the custom software, such as but not limited to failure of electrical systems, or fire or water damage.
- (b) Modification or replacement of the custom software due to incompatibilities in or failure of the custom software resulting from patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specified in the Statement of Work.
- (c) Repair, alteration or replacement required due to modifications made to the custom software by persons other than RSA or RSA-authorized personnel, or the use of the custom software with software or equipment other than that for which the custom software was originally developed.
- (d) Maintenance support due to Customer's noncompliance of the provisions of Section 3 herein.

5. Payment and Term

- (a) Payment of the Custom Application Support Fee shall be due net 30 days from date of RSA invoice.
- (b) The initial term of this Schedule shall begin upon execution of the Agreement. Subject to Section 5(c), Custom Application Support may subsequently be renewed on an annual basis, unless RSA notifies Customer at least 60 days before the expiration of the initial term or any renewal term of its intent not to renew Custom Application Support.
- (c) Custom Application Support specifically excludes support for any version of the custom software released by RSA which has reached its "end of primary support" (EOPS) date, as determined by RSA. Each custom software deliverable will reach its EOPS date after a period of not less than thirty six (36) months following the date of that deliverable's "General Availability" (or "GA" release date, as this term is generally understood in the software industry). This time period may be extended by RSA at its sole discretion. For certain custom software deliverables, Customers may enter into an Extended Support agreement for a period of one or two years to obtain Custom Application Support for custom software which has already reached its EOPS date.
- (d) If Custom Application Support expires or is terminated, and Customer subsequently seeks to reinstate Custom Application Support, Customer shall pay the cumulative (a) Custom Application Support Fees applicable for the period during which support lapsed; and (b) the then- current reinstatement fee, as quoted by an authorized RSA representative, distributor or reseller.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO RSA TRAINING SERVICES

- (a) All materials provided by RSA for training services are the property of RSA. Customer shall not duplicate such materials and may use the materials solely in conjunction with the training provided by RSA hereunder. RSA reserves all rights not expressly granted to Customer in the applicable governing agreement.
- (b) RSA may take up to thirty (30) days from receipt of customer's purchase order to staff and begin the project. An order for training services is valid for a period of twelve (12) months from the date of purchase (the "Term") and may not be combined with other discounts, offers or promotions.
- (c) Once you reserve space in a RSA training course, RSA will hold your reservation(s) for 48 hours. Payment for all reserved training courses is due prior to the expiration of this 48 hour period. Unfortunately, due to course scheduling constraints, reservations for which payment is not received within 48 hours will be canceled without notice.
- (d) RSA will only accept changes to a course order in writing. If for any reason you wish to cancel or reschedule a training course for which you have already paid RSA, your request for refund must be received at least ten (10) business days prior to the start date for the scheduled training course for which you registered. For cancellation or rescheduling requests received less than ten (10) business days prior to the start date for the scheduled training course, students will be charged full tuition. Thereafter, no refunds will be granted. The same rules apply to web-based training courses. Please note that once activated, web-based training courses may not be cancelled.
- (e) In the event RSA cancels or reschedules a public open enrollment course, you will be notified of such cancellation or rescheduling by RSA. Once notified you may request a refund or you may reschedule your attendance. In no event will RSA will liable for nonrefundable travel arrangements in the event of a course cancellation or rescheduling.
- (f) At the end of the applicable Term, any pre-paid, remaining unused training shall expire and shall be forfeited. No refunds shall be provided based on any remaining, pre-paid unused training. All classes must be registered and attended during the Term; provided, however, if RSA cancels and reschedules a class past the "expiration date" of the Term, you may attend the next scheduled training class.
- (g) For on-site courses, the customer shall provide a classroom which will allow sufficient space to accommodate the expected number of students (limit of ten (10) students per class), table space for a computer for each student, a blackboard or whiteboard for instructor use, and an LCD projector for presentations and demonstrations. If space such as a conference room is being utilized as a classroom, it should be located in an area that affords minimal external distractions and noise. A proximity to services such as rest rooms and coffee/food service is also helpful – students tend to maximize their learning experience in a comfortable environment.
- (h) For on-site courses, one trip to the customer location is included in the price of the services. This trip may be up to five (5) days in duration. Any additional travel will require written approval by Customer and will be invoiced at actual cost. All travel expenses are subject to a 10% administration fee.
- (i) Training Credits:
 - 1. Training credits are issued in increments of \$100 USD and may be used to acquire education products and services as represented in the RSA Education Services catalog.
 - 2. Training Credits may only be redeemed for Education Services provided directly by RSA.
 - 3. Training Credits are utilized by students belonging to a specific company site. Usage is tracked by the RSA Learning Management System and customers are accountable for tracking their own Training Credit usage
 - 4. Training Credits may not be used for Education Subscription purchases.
 - 5. Training Credits are valid for a period of one (1) year from the original date of purchase and are non-refundable.
 - 6. Training Credits are only transferable within an individual company site.
- (j) The following are requirements for training on RSA Archer software:
 - 1. Users to bring their own laptop for training;
 - 2. Laptop must have Internet Explorer 6.0 or higher and/or Firefox 3.0 or higher (Safari on a Mac will not work);
 - 3. Laptop must have a working Browser;

4. Laptop must have Microsoft Silverlight installed;
5. Power Supply;
6. Cat-5 cable;
7. Mouse; and
8. Headphone set.