

NETWITNESS UNITS OF MEASURE AND SOFTWARE USE

NetWitness software products ("Software") are licensed by RSA Security LLC or the relevant RSA sales affiliate ("NetWitness") to customers who order 1) directly from NetWitness ("Direct End-Users") under a signature-bearing agreement between NetWitness and the Direct End-User, 2) under the terms of an End-User License Agreement, which applicable agreements are currently at: <https://www.netwitness.com/en-us/standard-form-agreements/> ("EULA") that is between NetWitness and the entity making productive use of the Software, or 3) through channel partners under the terms of a EULA that is between NetWitness and the entity making productive use of the Software (collectively the "Governing Agreement"). The information in this Units of Measure and Software Use Rights document is provided to further define the license rights and limitations for Software products.

NetWitness Software is licensed via a Unit of Measure ("UOM") used to quantify the scope of license rights and applicable restrictions based on a particular licensing model for such NetWitness Software. Some agreements, schedules, or quotes refer to the UOM as a "license unit" or such other similar term. Use of the NetWitness Software beyond the scope of the rights granted requires additional or modified license grants, and additional payment of applicable license and maintenance fees.

- **Appliance (APP).** An appliance is the Hardware provided to customer which has been loaded with the NetWitness Software.
- **Central Processing Unit (CPU).** NetWitness Software licensed on a "per CPU" basis means the maximum number of CPUs upon which a customer may install and use this NetWitness Software. A CPU is a single central processing unit within a computer system.
- **Concurrent (CNC).** NetWitness Software licensed on a "per concurrent User" or "per concurrent client connection" basis means the maximum number of Users or client connections that may concurrently use or access the NetWitness Software.
- **Database (DB).** NetWitness Software licensed on a "per Database" basis means the maximum number of Databases with which a customer may use the NetWitness Software. A "Database" is a data repository managed by a Server.
- **File System (FS).** NetWitness Software licensed on a "per file system" basis means each file server to be encrypted. Separate licenses for production and development systems are required.
- **Instance (INST).** NetWitness Software licensed on a "per Instance" basis means the maximum number of individual installations of a NetWitness Software application, or "Instances," a customer may use at the same time in a production environment. For each Instance of the NetWitness Software licensed for production use, the customer will receive the right to use two (2) additional Instances in non-production use (including standby/development/disaster recovery). License fees for additional Instances (both production and non-production) will be quoted on request.
- **Server (SVR/SRVR).** NetWitness Software licensed on a "per server" basis means the maximum number of physical servers on which you may install and use the NetWitness Software.
- **User (USR).** NetWitness Software licensed on a "per User" basis (sometimes referred to as a per "seat") basis means the maximum number of Users that may be authorized to use or access the NetWitness Software, regardless of whether such Users are actively using or accessing the NetWitness Software at any given time. Except as otherwise agreed in an applicable Governing Agreement, schedule, or quote, "User" means a customer's agents, employees, consultants, independent contractors authorized by customer to use the NetWitness Software on customer's behalf to support customer's internal business purpose.

ADDITIONAL INFORMATION

Additional terms applicable to all NetWitness Products: NetWitness may identify customer for reference purposes and use customer's logo in its marketing material.

If Customer is licensing any NetWitness Software or subscribing to any NetWitness cloud services on a term basis, the following provisions shall apply:

Term: Notwithstanding anything to the contrary in the quote or the Governing Agreement(s), whether stated in a section entitled "Grant of License" or elsewhere, no perpetual licenses are granted to customer for the use of the NetWitness Software or cloud services and the following provisions shall apply:

No rights of termination for convenience will apply during the initial term or any renewal term and any provisions to the contrary in the applicable Governing Agreement(s) will be deemed amended to give effect to this provision. The license/use rights granted hereunder shall not survive termination of the Governing Agreement(s) and such Agreement(s) are deemed amended to give effect to this provision.

NetWitness' right to collect System Data:

In certain circumstances, NetWitness collects data from customer installations of NetWitness products for purposes including but not limited to accurate billing of product usage and to maintain and improve NetWitness products ("System Data"). NetWitness collection and use of such System Data is detailed in the applicable product's documentation.

By proceeding with installing and using the applicable NetWitness products, your company hereby consents and grants to NetWitness a license to collect System Data from your company's installation and use of the applicable NetWitness product, for NetWitness to use such data for all reasonable and necessary purposes. NetWitness does not collect or use personally identifiable information in the System Data. Where possible based on the reason for NetWitness' collection of the System Data, your company may terminate NetWitness' collection of System Data at any time by disabling the System Data feature, if available, in the applicable NetWitness product.

NetWitness' right to use customer feedback related to NetWitness' products:

For any feedback customer provides to NetWitness about NetWitness products and/or services, customer hereby irrevocably assigns to NetWitness all intellectual property rights customer may have in such feedback. If any rights in feedback are not assignable to NetWitness for any reason, Customer hereby grants to NetWitness, its Affiliates and their successors a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, perpetual and irrevocable license, under all of customer's intellectual property rights in the feedback, for NetWitness and its affiliates to implement and use the feedback.

Additional Terms Applicable to the NetWitness Platform Product:

If Customer is purchasing NetWitness Platform Products, the following provisions shall apply:

NetWitness Platform is licensed as either by Appliance or by one or more metered Units. The following Units are leveraged across the platform:

- **"User"**. Software licensed by User means software may be used to monitor up to the contracted number of logical accounts across the enterprise.
- **"Hosts"**. NetWitness Software licensed by Host means the NetWitness software may be deployed on up to the licensed number of Hosts. Hosts may be deployed to traditional endpoints or to servers.
- **"Per TB"**. NetWitness Software license on a "Per TB" basis means the NetWitness software is licensed to up to amount of data captured and parsed (such that Meta is created) per day. Any data that is filtered and thus does not generate Meta will not be counted.
- **"Per 50Gb"**. NetWitness Software license on a "Per 50Gb" basis means the NetWitness software is licensed to capture up to 50Gb x Units purchased. Only data that is captured and parsed (such that Meta is created) per day shall count against the entitled Units.

Appliance licenses are perpetual only and Metered Licenses are available as either a term license (monthly entitlement with support/subscription included) or perpetual (perpetual entitlement with separate support/subscription) unless otherwise stated.

All NetWitness versions 10.6 or newer shall automatically report data regarding customer's Usage Metrics and the version of NetWitness Platform deployed in Customer's environment to streamline auditing of actual license compliance. In the event the actual usage of the NetWitness Software exceeds the number set forth on the applicable quote or other ordering document more than 3 days in a month, NetWitness may require customer to make additional payment of applicable license and maintenance fees.

NetWitness may use all or any portion of information and knowledge gained by NetWitness in connection with such products, including, without limitation, such information and knowledge regarding attacker and beacon activity, to improve hardware, software, and/or services. NetWitness may also share it with others, such as hardware and software vendors who may use it to improve how their products interoperate with or support NetWitness products or services.

NetWitness Platform customer may also opt-in to NetWitness' Customer Experience Improvement Program which collects additional usage data and anonymized threat data for the purpose of improving the product's usability and detection capabilities. This data shall be protected in accordance with the applicable license agreement. Customers may opt-out of this program at any time by unchecking the option in the Admin area of the NetWitness Platform console.

NetWitness Platform components are licensed as follows:

- **NetWitness Logs** is licensed either per Appliance or "Per fifty (50) Gb" of logs captured. NetWitness Logs licensed per Appliance must be used exclusively in combination with NetWitness licensed storage.

- **NetWitness Network Monitoring** is licensed either per Appliance or “Per TB” of packets captured. NetWitness Network licensed per Appliance must be used exclusively in combination with NetWitness licensed storage.
- **NetWitness Network Monitoring – Meta Only** is licensed “Per TB” of packets captured and excludes the ability to retain capture packets.
- **NetWitness Network Malware** is licensed “Per TB”.
- **NetWitness Endpoint** is licensed “Per Host”. This software also has the ability to forward system logs to either a licensed Log Appliance or to a system licensed with a NetWitness Logs license and these logs will count against their Log license.
- **NetWitness Endpoint Insights** is available to all licensed NetWitness Platform customers with an active support agreement and is not licensed separately. This software also has the ability to forward system logs to either a licensed Log Appliance or to a system licensed with a NetWitness Logs license and these logs will count against their Log license.
- **NetWitness UEBA** is licensed per User monitored.
- **NetWitness Detect AI (SaaS)** is licensed per User, up to five hundred (500) GB per day of daily storage, subject to usage related adjustments. In the event the Customer exceeds such allotted storage or number as set forth on the applicable quote or other ordering document at any time, NetWitness may require Customer to make additional payment of applicable license and maintenance fees. Failure to promptly reduce storage or purchase additional GB to become compliant with such expanded use shall be deemed a material non-compliance.
- **NetWitness Orchestrator** licensing sizing guidance below:

License	Use Cases	Playbooks	IoC's	Concurrent Full Users
Starter (includes 2 Full Users)	Light TIP and typical SOAR use cases	15-20 Actively Executing Playbooks*	<5M IoC's	10 Users (Recommend moving to standard license if you need more than 2 users)
Standard (includes 3 Full Users)	Both TIP and SOAR use cases	50+ Actively Executing Playbooks*	5-15M IoC's	50 Users
Large (includes 10 Full Users)	TIP and SOAR for large enterprises	150+ Actively Executing Playbooks*	15-20M+ IoC's	100+ Users
*Estimates are based on observed median execution times and average execution per day per instance. Actual performance is variable depending on the complexity of the playbooks and expected executions per day per playbook. Median playbook execution time ~5.3 seconds. Avg. playbook executions/day/instance ~2660.				

To the extent that the NetWitness Quote offers to license NetWitness Orchestrator 6.0+, the ThreatConnect terms available at <https://threatconnect.com/terms-of-service/> shall govern.

If Customer is purchasing NetWitness Detect AI then the following provision shall apply:

Use of NetWitness Detect AI shall be governed by Terms of Service and Service Description for NetWitness Detect AI located at <https://www.netwitness.com/en-us/standard-form-agreements/>.

If Customer is purchasing NetWitness SIEM Cloud Offering, then the following provision shall apply:

Use of NetWitness SIEM Cloud Offering shall be governed by Terms of Service for NetWitness SIEM Cloud Offerings and Service Description for NetWitness SIEM Cloud Offerings located at <https://www.netwitness.com/en-us/standard-form-agreements/>.