



UNITS OF MEASURE AND SOFTWARE USE

RedSeal software products (“Software”) are licensed by RedSeal, Inc. or the relevant RedSeal sales affiliate (“RedSeal”) to customers who order 1) directly from RedSeal (“Direct End-Users”) under a signature-bearing agreement between RedSeal and the Direct End-User, 2) under the terms of an End-User License Agreement, which applicable agreements are currently at: <https://www.redseal.net/standard-form-agreements/> (“EULA”) that is between RedSeal and the entity making productive use of the Software, or 3) through channel partners under the terms of a EULA that is between RedSeal 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.

RedSeal 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 RedSeal Software. Some agreements, schedules, or quotes refer to the UOM as a “license unit” or such other similar term. Use of the RedSeal Software beyond the scope of the rights granted requires additional or modified license grants, and additional payment of applicable license and maintenance fees.

- **User (USR).** RedSeal 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 RedSeal Software, regardless of whether such Users are actively using or accessing the RedSeal 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, or clients authorized by customer to use the RedSeal Software on customer’s behalf to support customer’s internal business purpose.
- **Active User.** An account holder or other client of the licensee whose identity has been processed or profiled or scored or authenticated or otherwise verified by the RedSeal product at least once in the course of the calendar month immediately preceding the then current date.
- **Appliance (APP).** An appliance is the Hardware provided to customer which has been loaded with the RedSeal Software.
- **Central Processing Unit (CPU).** RedSeal Software licensed on a “per CPU” basis means the maximum number of CPUs upon which a customer may install and use this RedSeal Software. A CPU is a single central processing unit within a computer system.
- **Concurrent (CNC).** RedSeal 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 RedSeal Software.
- **Database (DB).** RedSeal Software licensed on a “per Database” basis means the maximum number of Databases with which a customer may use the RedSeal Software. A “Database” is a data repository managed by a Server.
- **File System (FS).** RedSeal 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).** RedSeal Software is licensed on a “per Instance” basis, meaning the number of cloud instance, virtual machine instance or quantum compute engines. A virtual machine is an on-demand, scalable computer resource that is spun up on a cloud or on-premises infrastructure.
- **Server (SVR/SRVR).** RedSeal Software licensed on a “per server” basis means the maximum number of physical servers on which the customer may install and use the RedSeal Software.

ADDITIONAL INFORMATION

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

Restrictions on use of RedSeal solution: For all purposes under the Agreement, token records to RedSeal authenticators shall be deemed RedSeal Software and be subject to the restrictions on transferability set forth in Section 4.D of the EULA.

If Customer is licensing any RedSeal Software or subscribing to any RedSeal cloud offerings 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 Software or cloud offering, 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.

RedSeal's right to collect System Data:

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

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

RedSeal's right to use customer feedback related to RedSeal's products:

For any feedback customer provides to RedSeal about RedSeal products and/or services, customer hereby irrevocably assigns to RedSeal all intellectual property rights customer may have in such feedback. If any rights in feedback are not assignable to RedSeal for any reason, customer hereby grants to RedSeal, 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 RedSeal and its affiliates to implement and use the feedback.

Additional terms applicable to RedSeal Software:

The customer is allowed to install multiple RedSeal authentication agents as needed for customer's internal business use of the RedSeal Software that they have licensed from RedSeal, as long as the RedSeal authentication agents are used only in connection with the RedSeal Software that they have licensed, and use of the RedSeal authentication agents must be in compliance with the RedSeal end user license agreement located at [https://www.redseal.net/standard-form-agreements/..](https://www.redseal.net/standard-form-agreements/)

If Customer is purchasing RedSeal Cloud or Hybrid Service, then the following provision shall apply:

Use of RedSeal Cloud Service shall be governed by the Terms of Service for RedSeal Cloud Offerings and the applicable Service Description located at [https://www.redseal.net/standard-form-agreements/..](https://www.redseal.net/standard-form-agreements/)