

LICENSE INFORMATION

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Client and IBM. If Client does not have previously agreed to license terms in effect for the Program, the International Program License Agreement (i125-3301-15) applies.

Program Name (Program Number):

IBM Security Guardium for Cloud Key Management (5724-R38)

The following standard terms apply to Licensee's use of the Program.

Modifiable Third Party Code

To the extent, if any, in the NOTICES file IBM identifies third party code as "Modifiable Third Party Code," IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

Restrictions on Transfer of the Program

Licensee may not transfer the Program to a third party, unless otherwise agreed to in writing by IBM.

The following units of measure may apply to Licensee's use of the Program.

Entity ID

Entity ID is a unit of measure by which the Program can be licensed. An Entity ID is a unique identifier for any entity represented within the Program. Licensee must obtain sufficient entitlements to cover all Entity IDs identified in the Program.

Resource Value Unit (RVU)

Resource Value Unit (RVU) is a unit of measure by which the Program can be licensed. RVU Proofs of Entitlement are based on the number of units of a specific resource used or managed by the Program. Licensee must obtain sufficient entitlements for the number of RVUs required for Licensee's environment for the specific resources as specified in the table below. RVU entitlements are specific to the Program and the type of resource and may not be exchanged, interchanged, or aggregated with RVU entitlements of another program.

or resource.

Instead of the entitlements required for the Resources used by the Program directly, Licensee must obtain entitlements for this Program sufficient to cover the Resources managed by the Program.

In addition to the above, the following terms apply to Licensee's use of the Program.

The Resource for the purpose of RVU calculation is a Entity ID.

Resource Value Unit Conversion Table

From 1 to 3 resources, 1.00 RVU per Resource

From 4 to 45 resources, 3 RVUs plus 0.45 RVUs per Resource above 3

From 46 to 175 resources, 21.9 RVUs plus 0.36 RVUs per Resource above 45

From 176 to 315 resources, 68.7 RVUs plus 0.27 RVUs per Resource above 175

For more than 315 resources, 106.5 RVUs plus 0.20 RVUs per Resource above 315

Guardium Data Encryption (GDE)

Program-unique Terms

The following terms apply only to Thales eSecurity, Inc., a third-party beneficiary to this Agreement:

a) Licensee and IBM hereby agree that Thales eSecurity, Inc. is a third-party beneficiary to this Agreement and is entitled to enforce the provisions hereof as they pertain to Guardium Data Encryption which includes the following components: Vormetric Transparent Encryption (IBM Security Guardium for File and Data Encryption), Vormetric Transparent Encryption with Live Data Transformation (IBM Security Guardium for File and Data Encryption with Live Data Transformation), Vormetric Tokenization (IBM Security Guardium for Tokenization), Vormetric Application Encryption (IBM Security Guardium for Application Encryption), Vormetric Teradata EDW (IBM Security Guardium for Teradata Encryption), CipherTrust Cloud Key Manager (IBM Security Guardium for Cloud Key Management), Vormetric Container Encryption (IBM Security Guardium for Container Data Encryption), Batch Data Transformation (IBM Security Guardium for Batch Data Transformation), Vormetric Key Manager (IBM Security Guardium for Data Encryption Key Management), CipherTrust Transparent Encryption for Kubernetes (IBM Security Guardium for Kubernetes Container Encryption), CipherTrust Transparent Encryption User Space (IBM Security Guardium for Userspace Encryption), and CipherTrust Data Protection Gateway, (IBM Security Guardium API Encryption Gateway).

b) Licensee is prohibited from decompiling, disassembling or in any other manner attempt to derive the source code of the Program ("Reverse Compilation"). If Licensee violates any provision of this subsection, (i) Licensee's license grant for use of the Program under this Agreement is immediately terminated without any notice upon the first instance of Reverse Compilation, and (ii) IBM will provide to Thales eSecurity, Inc. Licensee's contact information (if directly available to IBM). Thales eSecurity, Inc. reserves the right to bring any claim for damages directly against Licensee in connection with any violation of this subsection.

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D/N: L-CHSG-4QYF8X
P/N: L-CHSG-4QYF8X