

## **Terms of Use**

### **1. About These Terms of Use**

The websites and online platform (collectively, “Site”) on which these Terms of Use (“Terms”) appears is owned and operated by NetWitness, a business unit of RSA Security LLC (“NetWitness,” “we,” “our,” or “us”). For purposes of these Terms, “you” or “your” means the person accessing the Site and any persons that allow others to provide information about themselves to us. The Site may provide information, documents, tools, products, services, accounts, offers, suggestions on the best way to use our products, and/or information on where to purchase our products (collectively, “Services”).

THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND US. PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THESE TERMS. YOUR ACCESS TO AND USE OF THE SITE IS SUBJECT TO THESE TERMS AND ALL APPLICABLE LAWS AND WE RESERVE THE RIGHT TO TERMINATE YOUR ACCESS TO THE SITE IF YOU VIOLATE THESE TERMS. BY CLICKING ON LINKS WITHIN THE SITE OR WEBPAGES BEYOND THE SITE’S HOMEPAGE OR BY CLICKING ON A BOX OR ICON YOU AGREE TO THESE TERMS WHETHER OR NOT YOU COMPLETE A TRANSACTION WITH US AND WHETHER OR NOT YOU COMPLETE YOUR TRANSACTION ON THE SITE OR THROUGH OTHER CHANNELS, SUCH AS BY TELEPHONE, EMAIL, FACSIMILE, OR OTHERWISE. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE, OR ANY INFORMATION CONTAINED ON THIS SITE.

**MANDATORY ARBITRATION NOTICE AND CLASS ACTION AND JURY TRIAL WAIVER.** These Terms contain a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in the arbitration section below or where prohibited by applicable law, you agree that disputes between you and us regarding your use of the Site or Services will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration, including as a class representative. The arbitrator’s decision will be subject to very limited review by a court. You will be entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in Court. For more details, see below.

We may make changes to the content available on the Site at any time. We can change, update, add, or remove provisions of these Terms at any time by posting the updated Terms on the Site. We will make commercially reasonable efforts to notify you of any material changes to these Terms however we are not obligated to. You waive any right you may have to receive specific notice of the changes to these Terms except for changes to our agreement to arbitration, which is discussed more fully below. By using the Site after we have updated the Terms, you are agreeing to the then-current Terms. You are responsible for regularly reviewing these Terms.

In addition to these Terms, your use of certain Services may be governed by additional agreements.

### **2. License Disclaimer and Use Restrictions**

Nothing on the Site gives you any license under any NetWitness or third-party intellectual property rights. All intellectual property rights in this Site belong to NetWitness or other parties that licensed their material to NetWitness. Subject to these Terms, NetWitness grants you a limited, revocable, nonexclusive right to access and use the Site and the materials and information on the Site (“NetWitness Content”). This limited license is only for your personal, noncommercial use. You must keep NetWitness’ proprietary notices on any copies you make of NetWitness Content. Unauthorized use of NetWitness Content may violate copyright, trademark, privacy, communications, or other laws. You are responsible to NetWitness for your unauthorized use of NetWitness Content. This right terminates automatically if you breach any part of these Terms. Upon termination, you must immediately destroy any NetWitness Content in your possession or control. Other than as stated above, you must not:

- Change, alter, copy, distribute, republish, download, display, post, or send the NetWitness Content in any form or by any means without NetWitness’ or the copyright owner’s prior written permission, unless the Site states otherwise about specific NetWitness Content;
- Decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the software, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent permitted by the licensing terms governing use of any open sourced components included with the software);
- Use the Site or NetWitness Content for any purpose that is unlawful or prohibited by these Terms;
- Use the Site to solicit any activity that is illegal or may infringe upon the rights of others;
- “Mirror” or “frame” any NetWitness Content on any other device or server without NetWitness’ written permission;
- Use the NetWitness Content to benchmark any NetWitness Content against any other person’s or entity’s products, services or information; or
- Use the NetWitness logo or any other NetWitness trademark as a “hot” link to any part of the Site unless NetWitness approves that use in writing. [Trademark Policy](#)

We have no obligation, but maintain the right, to monitor the Site. This list of prohibited activities provides examples and is not complete or exclusive. We reserve the right to terminate access to your account and your ability to use this Site (or the NetWitness Content) with or without cause and with or without notice, for any reason or no reason, or for any action that we determine is inappropriate or disruptive to this Site or to any other user of this Site and/or NetWitness Content. We may report to law enforcement authorities any actions that may be illegal, and any reports we receive of the conduct. When legally required or at our discretion, we will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet, which may include disclosing any information we obtain. In addition, we may disclose information we obtain as necessary or appropriate to operate or improve the Site, to protect us and/or our Site users, or for any other purpose that the law permits.

### **3. Copyright Information**

Copyright law protects all NetWitness Content.

The copyright in all material provided on this Site is held by NetWitness or by the original creator of the material. Except as stated in these Terms, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of NetWitness or the copyright owner. Permission is granted to display, copy, distribute, and download the materials on this Site for personal, noncommercial use only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if you breach any of these terms or conditions. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, privacy laws, and publicity and communications regulations and statutes.

### **4. U.S. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE**

If you believe that your work has been copied in any way without your permission, please provide the following information to our agent to receive Notification of Claimed Copyright Infringement identified below. Your notice must contain the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other interest
- A description of the copyrighted work or other work that you claim has been infringed
- A description of where the material that you claim is infringing is located on our sites, networks or other repositories
- Your address, telephone number, and email address
- A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

Our Designated Agent for notice of claims of copyright infringement can be reached as follows:

RSA Security LLC on behalf of NetWitness

Attn: IP Legal Department - Copyrights

2 Burlington Woods Drive Suite 201

Burlington, MA 01803 USA

Email: [ip@rsa.com](mailto:ip@rsa.com)

If the disputed materials were posted by a third party identifiable through reasonable efforts, we will provide reasonable notice to the third party of the charge. If the third party responds with a valid counter-notification, we will provide you with a copy so that you may take any other steps you may consider appropriate.

## 5. Privacy

Besides these Terms, we also publish a Privacy Policy [here](#). Although it is not part of these Terms, we encourage you to read it to better understand how you can update, manage, access, and delete your information. You acknowledge and agree that you are responsible for:

- Protecting any account and password information applicable to your use of the Site;
- Restricting the use and access to your computer, smartphone, or other device used to access the Site; and
- Any activity that occurs under your account due to your failure to protect your information.

## 6. Communicating Electronically

When you use the Site, you are communicating with NetWitness. You agree to receive electronic communications related to your use of the Site. NetWitness may communicate with you by email or by posting notices on the Site. You agree that all communications meet any legal rule that those communications be in writing. NetWitness may provide notices to you via email or by posts on the Site, and those notices are effective on the date that NetWitness sends or posts them.

## 7. Export

All NetWitness Content is subject to U.S. export control and economic sanctions laws and regulations and may also be subject to the laws of the country where you reside.

## 8. Site User Representations

You represent, warrant and covenant that: (a) you are authorized to access and use the Site; (b) all data of any kind, instructions and information you enter into the Site related to the Services will be accurate and complete; (c) you will verify and remain solely responsible for all instructions and information entered into the Site related to the Services; (d) you will not upload, transmit, distribute or otherwise publish through the Site any materials that contain a virus, worm or other harmful component or that would cause the Site to malfunction; and (e) you will not decompile, reverse engineer, disassemble or unlawfully use or reproduce any of the software or other copyrighted or trademarked material, trade secrets or other proprietary information contained in the Site.

## 9. Security

The security of information transmitted through the Internet can never be guaranteed. NetWitness is not responsible for any interception or interruption of any communications through the internet or for changes to or losses of data. You are responsible for maintaining the security of any password, email or other form of authentication involved in obtaining access to password protected or secure areas of NetWitness' Sites. In order to protect you and your data, NetWitness may retain a copy of your data, and suspend your use of the Site, without notice, pending an investigation, if any breach of security is suspected. Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized access to these areas is prohibited and may lead to criminal prosecution.

## 10. Consent to Use of Data

You agree that NetWitness may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other Services to you (if any) related to the software. NetWitness may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide Services or technologies to you.

## **11. Prohibited Conduct**

### **In General**

You may only use the Site for its intended purpose. You must not use the Site for any unlawful purposes.

### **Inappropriate Content**

You must not use the Site to transmit, distribute or store content: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect the Site or other NetWitness customers; or (c) that may expose NetWitness to criminal or civil liability.

You must not use the Site to transmit, distribute or store material that is inappropriate, as reasonably determined by NetWitness, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, racially or ethnically offensive, harassing, humiliating to other people (publicly or otherwise), or otherwise objectionable. To be absolutely clear, you must not store (either permanently or temporarily), process or transmit through the Site pornographic content of any kind.

If you become aware of any such use by anyone, you agree to notify NetWitness.

### **Intellectual Property Rights**

Material accessible through or contained within the Site may be subject to protection under privacy, data protection, or confidentiality laws and may contain intellectual property rights owned by NetWitness or third parties. The intellectual property may include, but is not limited to, copyright, patents, trademarks, trade names, trade secrets or other proprietary information. You must not use the Site in any manner that would infringe, dilute, misappropriate, breach or otherwise violate any of these rights or laws. You are responsible for ensuring that you have all necessary rights and licenses for all content that you place on the Site. You must fully indemnify NetWitness with respect to any claims by third parties brought against NetWitness based on an allegation that you failed to comply with its obligations under this paragraph.

### **Malicious Content and Conduct**

You must not use the Site to transmit, distribute, or store material that may be harmful to or interfere with the Site or any third party's networks, systems, services, or websites. Malicious content includes, but is not limited to, viruses, worms, and Trojan horses.

You must not use the Site to conduct activities that may be harmful to or interfere with the Site or any third party's networks, systems, services, or websites, including, but not limited to, flooding,

mail bombing, or denial of service attacks. You are prohibited from violating or attempting to violate the security of the Site or the computers, accounts, or networks of another party. You are also prohibited from any activity considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information-gathering activity. Inappropriate activity may result in civil or criminal liability. NetWitness may investigate the activity and may involve and cooperate with law enforcement authorities in prosecuting you if you are involved in the activity.

### **Fraudulent and Misleading Content**

You must not use the Site to transmit or distribute material containing fraudulent offers for goods or services, or any advertising, or promotional, or other materials that contain false, deceptive, or misleading statements, claims, or representations, or which does not comply with any applicable advertising laws or standard business practice. You must not use the Site to mask your true identity or to pretend to be someone or something that you are not.

### **Collecting Personal Information**

You acknowledge and agree that you are not permitted to use any personal information or personal data, and you agree not to copy, transfer or distribute any personal information other than in compliance with all laws and as permitted in connection with the Services.

### **Email and Unsolicited Messages**

You must not use the Site to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email ("spam"), or emails intended to harass or annoy others. Further, you must not use the service of another provider to send spam to promote a website hosted on or connected to the Site.

### **Responsibility for Content**

NetWitness has no responsibility for any content you provide or content that you may access on or through the Site. NetWitness is not obligated to monitor or exercise editorial control over that content. If NetWitness becomes aware that any content may violate the Terms, expose NetWitness to civil or criminal liability, or both, then NetWitness may block access to that content and suspend or terminate provision of the Site. NetWitness may also cooperate with legal authorities and third parties in any investigation of alleged wrongdoing.

## **12. Suspension and Termination**

If NetWitness determines that you have violated any portion of the Terms, NetWitness may terminate your use of the Site. NetWitness will suspend Services for violation of the Terms on the most limited basis as NetWitness determines is reasonably practical under the circumstances to address the underlying violation. NetWitness will attempt to notify you prior to suspending Services for violation of the Terms (which may be via email or any other notification). However, NetWitness may suspend Services without notice if NetWitness becomes aware of a violation of the Terms or any applicable law or regulation that exposes NetWitness to criminal or civil liability, or that exposes NetWitness or any third-party property to harm. Harm may include, but is not limited to, risk of having one or more IP addresses placed on blacklists. NetWitness may take any further

action as NetWitness deems appropriate under the circumstances to eliminate or preclude repeat violations. NetWitness is not liable for any type of damages that you or third parties may suffer resulting in whole or in part from NetWitness' exercise of its rights under the Terms. This exclusion of liability does not include NetWitness' liability for death or personal injury caused by its negligence, or any other liability that NetWitness cannot exclude or limit by law.

### **13. Disclaimers**

You agree that you take full responsibility for your use of the Site. The NetWitness Content has not been verified or authenticated in whole or in part by us and may include inaccuracies or typographical or other errors. We do not warrant the accuracy or timeliness of the NetWitness Content contained on this Site. We have no liability for any errors or omissions in the NetWitness Content, whether provided by us, our licensors or suppliers or other users.

TO THE FULLEST EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OR ON THE SITE, THE INFORMATION AND SERVICES OFFERED ON OR THROUGH THE SITE AND ANY REFERENCED THIRD-PARTY SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY THIRD-PARTY GOODS OR SERVICES PROVIDED ARE SUPPLIED AS A CONVENIENCE TO YOU AND DO NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE, THE MATERIALS, ANY CONTENT, OR OTHER POSTED MATERIALS ON THE SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

BY PROVIDING THE SERVICES ON THE SITE, WE DO NOT IN ANY WAY PROMISE THAT THE SERVICES WILL REMAIN AVAILABLE TO YOU. WE ARE ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE SITE AT ANY TIME, IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU.

### **14. Limitation of Liability**

WE CANNOT GUARANTEE THE SITE WILL BE AVAILABLE ONE HUNDRED PERCENT (100%) OF THE TIME BECAUSE PUBLIC NETWORKS, SUCH AS THE INTERNET, OCCASIONALLY EXPERIENCE DISRUPTIONS. ALTHOUGH WE STRIVE TO PROVIDE THE MOST RELIABLE WEBSITE REASONABLY POSSIBLE, INTERRUPTIONS AND DELAYS IN ACCESSING THE SITE ARE UNAVOIDABLE AND WE DISCLAIM ANY LIABILITY FOR DAMAGES RESULTING FROM THESE PROBLEMS.

NOTWITHSTANDING THE FOREGOING, OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD-PARTY SERVICE PROVIDERS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE SITE, THE NETWITNESS CONTENT, AND ANY CONTENT OR SERVICES OBTAINED THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, FIFTY DOLLARS (\$50).

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE SITE, OR ON ANY OTHER HYPERLINKED



WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF DAMAGES.

### **15. Indemnification**

You agree to indemnify, defend, and hold NetWitness and its agents, employees, and licensors harmless from and against every third-party claim, demand, action, liability, fines, penalties, and expense, including reasonable attorneys' fees, related in any way to your use of the Site, which may include: (a) providing content to or communicating with us or, to the extent applicable, our subsidiaries or affiliates; (b) unauthorized use of material obtained through the Site; (c) engaging in a prohibited activity; or (d) your violation of these Terms. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnity obligations.

### **16. Injunctive Relief**

You acknowledge that we may be irreparably damaged if these Terms are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms by you, we shall be entitled, without prejudice to any other rights and remedies that may be sought under the mandatory arbitration provision of these Terms, to an injunction restraining the breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of these Terms. For purposes of this Section, you agree that any action or proceeding with regard to an injunction restraining any breach or threatened breach shall be brought in the state or federal courts located in Massachusetts. You consent to the jurisdiction of the court and waive any objection to the laying of venue of any action or proceeding in the court. You agree that service of any court paper may be effected on a party by mail or in another manner as may be provided under applicable laws, rules of procedure or local rules.

### **17. MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER**

Most concerns can be resolved quickly and to your satisfaction by contacting us as set forth in the "Contact Us" section below.

In the event that we are not able to resolve a dispute, and with the exception of the claims for injunctive relief by us as described above and to the extent allowed by law, you agree that either you or we may require any dispute, claim, or cause of action ("Claim") between you and us or any third parties arising out of use of the Site, the Services, and any other actions with us (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) to be arbitrated on an individual (non-class) basis. However, both parties retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed, or appealed from small claims court to any different court. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction.





THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

You and we agree that your use of the Services involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (a) the substantive law of the state in which we entered into the transaction giving rise to this arbitration agreement; (b) the applicable statutes of limitations; and (c) claims of privilege recognized at law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or we elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association ("AAA"). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (i) making written demand for arbitration upon the other party, (ii) initiating arbitration against the other party, or (iii) filing a motion to compel arbitration in court.

If this is a consumer-purpose transaction, the applicable rules will be the AAA's Consumer Arbitration Rules. The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at <https://www.adr.org/> or by calling 1-800-778-7879. If AAA will not serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we shall request that a court with proper jurisdiction appoint an arbitrator. However, we will abide by the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to file the arbitration, and this is a consumer-purpose transaction, you will pay the filing fee to the extent required by AAA's Consumer Arbitration Rules but not to exceed the cost of filing a lawsuit. Any amount above what it would cost you to file a lawsuit, we will pay. All other arbitration fees and expenses shall be allocated to us according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys' fees),

unless the arbitrator allocates them differently in accordance with applicable law. This paragraph applies only if this is a consumer-purpose transaction.

Notwithstanding anything to the contrary in these Terms, and except as otherwise set forth in this paragraph, the agreement to arbitration may be amended by us only upon advance notice to you. If we make any amendment to this agreement to arbitration (other than renumbering the agreement to align with any other amendment to the Terms) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding or action against us prior to the effective date of the amendment. The amendment shall apply to all other Claims governed by this agreement to arbitration that have arisen or may arise between you and us. However, we may amend this agreement to arbitration and not provide you notice; in that case, the amendments will not apply to you and the agreement to arbitration contained in these Terms to which you agreed will continue to apply to you and us as if no amendments were made.

If any part of this arbitration provision is invalid, all other parts of it remain valid. However, if the class action limitation is invalid, then this arbitration provision is invalid in its entirety, provided that the remaining Terms shall remain in full force and effect. This arbitration provision will survive the termination of your use of the Site, the Services, and any other actions with us.

You may reject this arbitration provision within thirty (30) days of accepting the Terms by emailing us at [privacy@NetWitness.com](mailto:privacy@NetWitness.com) and including in the subject line “Rejection of Arbitration Provision.”

## 18. Miscellaneous

- These Terms do not create any legal relationship between you and NetWitness.
- NetWitness’ failure to enforce a right does not mean that NetWitness has waived that right.
- If a court or other tribunal finds any provision of these Terms unenforceable, NetWitness will change that provision only to the extent necessary to make it enforceable. Other terms will remain in full force and effect.
- Any interpretation of these Terms will look at fair meaning, and ambiguities must not be construed for or against any party.
- NetWitness may assign its rights under these Terms, but you may not do so.
- These Terms, together with any other terms that you agree to when using the Site, comprise the entire agreement between NetWitness and you about your use of this Site.
- Headings are for reference only.
- These Terms supersede any prior agreements with NetWitness about using this Site and its content.
- NetWitness’ direct and indirect subsidiaries are third party beneficiaries of these Terms.

## 19. Contact Us

NetWitness owns this Site. If you have any questions or concerns, please contact us at or write to us at:



RSA Security LLC on behalf of NetWitness

Attention: Law Department – Privacy

2 Burlington Woods Drive Suite 201

Burlington, MA 01803 USA

[privacy@NetWitness.com](mailto:privacy@NetWitness.com)

California residents may also send complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**Effective Date: October 4, 2024**

Previous Terms of Use:

- [July 27, 2022](#)
- [September 2020](#)
- [March 2022](#)

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