

## NetWitness Acceptable Use Policy (March 2022)

### Generally

In this Acceptable Use Policy, “NetWitness,” “our,” “us,” or “we” refers to NetWitness LLC, a business unit of RSA Security LLC.

The NetWitness Acceptable Use Policy ("AUP") is intended to foster responsible use of NetWitness' infrastructure, networks, cloud-based offerings, systems, services, websites, facilities, and products (collectively, the "NetWitness Infrastructure and Services") by our customers and other Users. Users consent to be bound by the terms of this AUP. NetWitness reserves the right to modify this AUP in its discretion at any time. Modifications will be effective when posted and Users are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on each User. Users' use of the NetWitness websites after we make modifications constitutes acceptance of our modifications.

### Suspension; Termination

If NetWitness determines that any User has violated any portion of this AUP, NetWitness may terminate the Users use of the website. NetWitness will suspend service for violation of the AUP on the most limited basis as NetWitness determines is reasonably practical under the circumstances to address the underlying violation. NetWitness will attempt to notify User prior to suspending service for violation of the AUP (which may be via email or any other notification). However, NetWitness may suspend service without notice if NetWitness becomes aware of a violation of this AUP 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 Users or third parties may suffer resulting in whole or in part from

NetWitness' exercise of its rights under this AUP. 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.

### Prohibited Conduct

Users may only use the NetWitness websites for their intended purpose. Users must not use the NetWitness websites for any unlawful purposes.

### Inappropriate Content

Users must not use the NetWitness websites 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 NetWitness websites or other NetWitness customers; or (c) that may expose NetWitness to criminal or civil liability.

Users must not use the NetWitness websites 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 clear, Users must not store (either permanently or temporarily), process or transmit through any of the NetWitness websites pornographic content of any kind.

### Intellectual Property Rights

Material accessible through or contained within the NetWitness websites 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. Users must not use the NetWitness websites in any manner that would infringe, dilute, misappropriate, breach, or otherwise violate any of these rights or laws. Users

are responsible for ensuring that they have all necessary rights and licenses for all content that they place on the NetWitness websites. Users must fully indemnify NetWitness with respect to any claims by third parties brought against NetWitness based on an allegation that User failed to comply with its obligations under this paragraph.

### Malicious Content and Conduct

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

Users must not use the NetWitness websites to conduct activities that may be harmful to or interfere with the NetWitness websites or any third party's networks, systems, services, or Web sites, including, but not limited to, flooding, mail bombing, or denial of service attacks. Users are prohibited from violating or attempting to violate the security of the NetWitness websites or the computers, accounts, or networks of another party. Users 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 such activity and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such activity.

### Fraudulent and Misleading Content

Users must not use the NetWitness websites 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. Users must not use the NetWitness websites to mask their identity or to pretend to be someone or something that they are not.

## Collecting Personal Information

Users must not use the NetWitness websites to collect, process, or store, or attempt to collect, process or store, personal data relating to any third parties in violation of applicable law. If Users collect third party personal data, then Users must always comply with applicable data protection laws and regulations.

## Email and Unsolicited Messages

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

## Responsibility for Content

NetWitness has no responsibility for any User-provided content or content that User may access on or through the NetWitness websites. NetWitness is not obligated to monitor or exercise editorial control over that content. If NetWitness becomes aware that any content may violate this AUP, expose NetWitness to civil or criminal liability, or both, then NetWitness may block access to that content and suspend or terminate provision of the NetWitness websites to any User creating, storing, or disseminating such material. NetWitness may also cooperate with legal authorities and third parties in any investigation of alleged wrongdoing.

## Reporting Violations

NetWitness requests that any person who becomes aware of a violation of this AUP to report this information to NetWitness by email to [privacy@netwitness.com](mailto:privacy@netwitness.com) or such other notice address that may be stated in the Supplemental Terms for the applicable service. NetWitness may take any

appropriate action as it reasonably deems appropriate in its sole discretion in respect of such violations.

### Notification of Copyright Infringement Concerns

If any User believes that its copyrighted work has been copied and is accessible on the NetWitness websites in a way that constitutes copyright infringement, please send notice to:

NetWitness Security LLC  
Attn: NetWitness Legal  
176 Middlesex Turnpike  
Bedford, MA 01730

Notices must include each of the following:

- (1) The electronic or physical signature of the owner of the exclusive right that is allegedly infringed, or the electronic or physical signature of someone authorized to act on the owner's behalf;
- (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (3) Identification of the material, claimed to be infringing or to be the subject of infringing activity, for which disabling of access or removal is sought, and information reasonably sufficient to permit us to locate the material;
- (4) If the infringement claimed is by reason of intermediate and temporary storage, or caching, of material, include also a statement confirming that the infringing material has been removed from the originating site or access to it has been disabled or that a court has ordered that the material be so removed or that access to such material be disabled;
- (5) If the infringement claimed is by reason of referring or linking users to an online location containing infringing material or infringing activity, by using information location tools, then, instead of the identification under paragraphs (3) or (4), provide identification of the reference or link, to the claimed material or

- activity, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link;
- (6) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- (7) A statement that you has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- (8) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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