



## SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO NETWITNESS TRAINING SERVICES

### \*\*\*IMPORTANT\*\*\*

THESE SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO NETWITNESS TRAINING SERVICES (“TRAINING AGREEMENT”) IS EFFECTIVE AS OF THE DATE OF EXECUTION OF THE APPLICABLE ORDERING DOCUMENT MAKING REFERENCE TO THIS TRAINING AGREEMENT.

ANY AND ALL REFERENCES TO “CUSTOMER” SHALL BE DEEMED TO MEAN THE CUSTOMER SET FORTH IN AN APPLICABLE ORDERING DOCUMENT.

THIS TRAINING AGREEMENT SETS FORTH THE GENERAL TERMS AND CONDITIONS UNDER WHICH CUSTOMER MAY PERIODICALLY ENGAGE NETWITNESS TO PROVIDE CERTAIN EDUCATIONAL SERVICES (“SERVICES”) TO CUSTOMER.

This Training Agreement is subject to the Professional Services Agreement by and between NetWitness and Customer, the terms of which are incorporated herein by reference (the “Agreement”). In the event of a conflict between the terms and conditions of this Training Agreement and the terms and conditions of the Agreement, with respect to the Services, the terms and conditions of this Training Agreement shall govern.

This Training Agreement is a legally binding document between you (meaning the individual person or entity that the individual represents that is receiving the Services (“Customer”)) and NetWitness (which means (i) RSA Security LLC, if Customer is located in the United States, Mexico or South America; (ii) the local NetWitness sales affiliate, if Customer is located outside the United States, Mexico or South America and in a country in which NetWitness has a local NetWitness sales affiliate; or (iii) RSA Security & Risk Ireland Limited or other authorized NetWitness entity as identified on the NetWitness quote or other NetWitness ordering document, if Customer is located outside the United States, Mexico or South America and in a country in which NetWitness does not have a local sales affiliate).

Unless NetWitness agrees otherwise in writing, this Training Agreement governs Customer’s receipt of the Services set forth herein, except to the extent all or any portion of the Services are subject to a separate written agreement set forth in a quotation issued by NetWitness.

By clicking on the “Agree” or “Accept” or similar button at the end of this Training Agreement, or proceeding with the use of the Services or authorizing any other person to do so, you are representing to NetWitness that you are: (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this Training Agreement shall govern the relationship of the parties with regard to the subject matter in this Training Agreement, and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Training Agreement.

*If you do not have authority to agree to the terms of the Training Agreement on behalf of the Customer, or do not accept the terms of this Training Agreement on behalf of the Customer, click on the “Cancel” or “Decline” or other similar button at the end of this Training Agreement.*

### GENERAL TERMS AND CONDITIONS

- (a) All materials provided by NetWitness University for training services are the property of NetWitness. Customer shall not duplicate such materials and may use the materials solely in conjunction with the training provided by NetWitness hereunder. Use of NetWitness On-Demand Training (e.g. NetWitness On-Demand Learning, On-Demand Labs and On-Demand Classroom training) is limited to a single user. NetWitness reserves all rights not expressly granted to Customer in the applicable governing agreement.
- (b) An order for training services is valid for a period of twelve (12) months from the date of purchase (the “Term”) and may not be combined with other discounts, offers or promotions.
- (c) Customer will be invoiced for NetWitness training at the time of order submission, and expected to pay in accordance with Section 6 of the Agreement.
- (d) Training courses are non-cancelable and non-refundable. Changes to a course order will only be accepted in writing. If for any reason you wish to reschedule a training course your request must be received at least (10) business days prior to the start date for the scheduled training course for which you registered. Full tuition will be charged for rescheduling requests received less than (10) business days prior to the start date for the scheduled training course. The same rules apply to any virtually delivered training courses as well. Please note that once activated, any On-Demand training courses

may not be substituted for another course, it will be viewed as delivered and consumed.

- (e) In the event NetWitness cancels or reschedules a public open enrollment course, you will be notified of such cancellation or rescheduling by NetWitness. Once notified you may request a refund or you may reschedule your attendance. In no event will NetWitness be liable for nonrefundable travel arrangements in the event of a course cancellation or rescheduling.
- (f) At the end of the applicable Term, any pre-paid, remaining unused training shall expire and shall be forfeited. No refunds shall be provided based on any remaining, pre-paid unused training. All classes must be registered and attended during the Term; provided, however, if NetWitness cancels and reschedules a class past the “expiration date” of the Term, you may attend the next scheduled training class.
- (g) For Private Classroom (on-site courses), the Customer shall provide a classroom which will allow sufficient space to accommodate the expected number of students (limit of ten (10) students per class), will support connection to the NetWitness University virtual lab environment (if applicable), table space for a computer for each student, a blackboard or whiteboard for instructor use, and an LCD projector for presentations and demonstrations. If space such as a conference room is being utilized as a classroom, it should be located in an area that affords minimal external distractions and noise. A proximity to services such as rest rooms and coffee/food service is also helpful; students tend to maximize their learning experience in a comfortable environment.
- (h) For courses delivered as a Private Classroom (on-site), one trip to the customer location is included in the price of the services. This trip may be up to five (5) days in duration. Any additional travel will require written approval by Customer and will be invoiced at actual cost.
- (i) Training Credits (TC's):
  1. Training Credits are a training currency which may be used to acquire education products and services as offered by NetWitness University training.
  2. Training Credits may only be redeemed for Education Services provided directly by NetWitness.
  3. Training Credits are intended to be used within their applicable product line. Customer will need to submit a Change Request to support Training Credits use for training associated to other product lines.
  4. Training Credits are utilized by students belonging to a specific company site. Usage is tracked by the NetWitness Learning Management System and customers are accountable for tracking their own Training Credit usage.
  5. Training Credit may not be used for Education Subscription purchases.
  6. Training Credits are valid for a period of one (1) year from the original date of purchase and are non-refundable.
  7. Training Credits are only transferable within an individual company site.