

## Tenable Community Terms of Use

Welcome to the Tenable Community. By accessing or using any part of the site, You agree that You are subject to and will comply with these Terms, as We may update them from time to time. This Agreement is between You and Tenable, a Delaware corporation located at 7021 Columbia Gateway Drive, Suite 500, Columbia, Maryland 21046.

These Terms of Use were last updated on August, 2019.

### 1. DEFINITIONS

“Agreement” or “Terms” refers to these Tenable Community Terms of Use in their entirety, and include the Participation Guidelines, Tenable’s website terms of service (located at <https://www.tenable.com/legal>), and Tenable’s Privacy Policy (located at <https://www.tenable.com/privacy-policy>).

“Participation Guidelines” means the Tenable Community Participation Guidelines which all Tenable Community Users must follow.

“The Tenable Community” or “Tenable Community” is a free community site created for Tenable customers, Partners, and prospects, accessible via <https://community.tenable.com>. The Tenable Community content may include, but is not limited to, Answers, Collaborate, Blogs content, New Features and other information. Use and participation in the Tenable Community is subject to these Terms. The names of Tenable Community pages may be updated from time to time.

“We,” “Our” or “Us” means Tenable, its affiliates and subsidiaries.

“You” or “Your” means you as an individual, and any company or organization for whom you are using the Tenable Community.

### 2. YOUR PROFILE AND ACCOUNT

Your first name and last name may be publicly displayed on your Tenable Community account. You agree that all information You submit to the Tenable Community pages, including to profile pages, is accurate and that You will keep it current. If We have grounds to suspect that Your information is untrue, inaccurate or incomplete, We have the right to suspend or terminate Your use of the Tenable Community. It is Your responsibility to maintain the confidentiality of any password associated with Your use of the Tenable Community. You agree that We may send You information and notices regarding the Tenable Community, Your Tenable Community account, by email, text messaging, Tenable Community Private Message or other means based on the information You provide to Us.

### 3. YOUR RESPONSIBILITIES

You shall:

- Treat other Tenable Community users with courtesy and respect;
- Benefit from the Tenable Community Rewards Program within the designed parameters outlined in the [Participation Guidelines](#);
- Be responsible for Your compliance with these Terms and all activities occurring within or from your Tenable Community account;
- Use commercially reasonable efforts to prevent unauthorized access to or use of the Tenable Community, and notify Tenable promptly of any such unauthorized access or use; and
- Use the Tenable Community only in accordance with these Terms, for its intended purpose and in compliance with all applicable laws and government regulations.

You shall not:

- Impersonate any other person;
- Falsely say or imply that You are associated with Us, another person or entity;
- Submit content in exchange for payment or other consideration from another person or entity;
- Make the Tenable Community available to anyone else, including sell, resell, rent or lease the Tenable Community;
- Use a Tenable Community in connection with unsolicited commercial messages;
- Violate any anti-spam or similar law;
- Use the Tenable Community to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- Use the Tenable Community to store or transmit malicious code or malware, or to engage in phishing or other fraudulent activity;
- Interfere with or disrupt the integrity or performance of the Tenable Community or any data contained therein;
- Attempt to gain unauthorized access to the Tenable Community, or Tenable or Partner systems or networks;
- Attempt to probe, scan or test the vulnerability of the Tenable Community, nor breach security or authentication measures used on the Tenable Community;
- Attempt to deviate from the intended use of the Tenable Community Rewards Program by mass self-accumulation of points in order to gain rewards;
- Scrape, data extract or data mine, or any related activity, from the Tenable Community, or otherwise collect information about other Tenable Community users without their consent; or
- Submit or link to any content (including any name or User ID You use in the Tenable Community) that:
  - Infringes or violates the intellectual property or other rights of any person or entity;
  - Intentionally interferes with the operation of the Tenable Community;

- Violates anyone’s privacy or publicity rights;
- Breaches any duty of confidentiality that You owe to anyone;
- Provides any non-public information about Us or any other company or person without authorization (including the names and contact information for Our employees or Tenable Community users);
- Is, in Our sole discretion vulgar, offensive, inappropriate, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable, or that We reject for any other reason in Our sole discretion;
- Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or
- Contains false or deceptive language, unsubstantiated or comparative claims regarding Our or others’ products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits.

Please remember that You may be providing content for an international audience. Things that do not seem abusive, obscene, or offensive to You might seem so to others.

You are solely responsible for compliance with Your employer’s policies and requirements. Furthermore, You are responsible for compliance with any regulatory or legal requirement You may be subject to as a result of Your employment, residence, or role within an organization.

Use of the Tenable Community is at Your sole risk. We may modify the functionality of the Tenable Community and its interface at any time at Our sole discretion, and such modifications may result in a loss of data associated with that functionality. We also reserve the right, in Our sole discretion and without cause at any time, and without notice to You, to remove, or refuse to post any content submitted or posted by You to the Tenable Community.

#### **4. ACCOUNT TERMINATION BY TENABLE**

We may suspend or terminate Your access to a Tenable Community immediately without any liability, upon notice, if in Our sole judgment You have violated these Terms. We may also suspend or terminate Your use of the Tenable Community, or condition Your continued use on additional terms. If Your continued use, in Our sole judgment, poses an undue or disproportionate burden on the Tenable Community, or if Your activity on the Tenable Community is disruptive or detrimental to other users or the security of the a Tenable Community, Your account may be cancelled, Your employer may be notified and You may be banned from future participation in the Tenable Community, other Tenable events or Tenable assets.

#### **5. TENABLE COMMUNITY USE ANALYSIS**

Tenable may track and analyze your use of a Tenable Community, including, but not limited

to, data submitted, for the purposes of helping Tenable improve both the Tenable Community and Your experience in using the Tenable Community and furthering Our understanding of use of a Tenable Community. Tenable may disclose such data about your use of a Tenable Community ('Usage Statistics') to third parties for the purpose of assisting Tenable in such tracking or analysis, or where required by law.

## **6. TRADEMARKS**

Tenable, and other Tenable marks used on the Tenable Community are owned by Us and may not be used in any manner without Our express prior written consent pursuant to Our Trademark and Copyright Usage Guidelines and a list of marks owned by Tenable are available at: <https://www.tenable.com/brand/copy>

## **7. NO WARRANTY**

THE TENABLE COMMUNITY IS PROVIDED "AS -IS," EXCLUSIVE OF ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CONTENT POSTED BY ANYONE OTHER THAN US ON THE TENABLE COMMUNITY IS THE SOLE RESPONSIBILITY OF THE ORIGINATOR OF THAT CONTENT. WE ARE NOT RESPONSIBLE FOR ANY CONTENT POSTED BY YOU OR ANY THIRD PARTY, WHETHER OR NOT WE REVIEWED OR MODERATED SUCH CONTENT. CONTENT POSTED BY US ON THE TENABLE COMMUNITY ARE NOT PART OF ANY USER GUIDE OR LEGAL AGREEMENT. ALL SUCH AFOREMENTIONED CONTENT IS PROVIDED "AS -IS", AND WE DO NOT MAKE ANY REPRESENTATION AS TO ITS QUALITY OR ACCURACY, AND WE SPECIFICALLY DISCLAIM THE ACCURACY, COMPLETENESS, RELIABILITY, USEFULNESS, NON-INFRINGEMENT, QUALITY OR ORIGINALITY OF SUCH CONTENT. WE DISCLAIM ANY RESPONSIBILITY WHATSOEVER FOR ANY CONTENT OR MATERIAL ON THE TENABLE COMMUNITY REGARDLESS OF WHO ORIGINATED THAT CONTENT (INCLUDING OUR EMPLOYEES, PARTNERS, AFFILIATES OR MODERATORS).

## **8. NO DAMAGES**

You agree that you bear all risks associated with using or relying upon content on the Tenable Community. IN NO EVENT SHALL WE HAVE ANY LIABILITY HEREUNDER TO YOU FOR ANY LOSSES OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. INDEMNITY**

You agree to indemnify and hold Us and Our subsidiaries, affiliates, officers, agents, and employees harmless from any claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from: (i) Your breach of these Terms or (ii) any claim made by any third party arising out of content You submit to or post on the Tenable Community and your activity on the Tenable Community, including, but not limited to, Your violation of these Terms.

#### **10. PROPRIETARY RIGHTS AND PRIVACY**

You grant to Us a perpetual, worldwide, fully paid up right and license to use, copy, modify, publish, republish, distribute and create derivative works based on, in any form, any content or material You contribute to the Tenable Community. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to all intellectual property rights in the Tenable Community, including but not limited to its user interface, branding, content, ideas, and underlying technology. No rights are granted to You hereunder other than as expressly set forth herein.

Subject to the above, We will treat Your personal information submitted to the Tenable Community in accordance with Our Privacy Statement at <https://www.tenable.com/privacy-policy>.

#### **11. THIRD PARTY LINKS**

The Tenable Community may contain links to third party sites; such linked sites are not under Our control and We are not responsible for the content of any linked site or any link contained in a linked site. We reserve the right to remove any links at any time. Tenable does not endorse the companies or products to which it links and reserves the right to note such on its web pages. If You decide to access any of the third party sites linked You do so entirely at your own risk.

#### **12. REMOVAL OF MATERIAL UNDER U.S. DIGITAL MILLENNIUM COPYRIGHT ACT**

If We receive a notice alleging that material or content You posted on the Tenable Community another party's copyright, We may remove that material in accordance with Title II of the U.S. Digital Millennium Copyright Act of 1998 (DMCA) (Section 512 of the U.S. Copyright Act).

#### **13. ENFORCEMENT**

We generally do not pre-screen, verify, edit, monitor or moderate the content posted by users but may do so from time to time in Our sole discretion, including in private groups. We and Our agents reserve the right to investigate any violation of these Terms and to take appropriate remedial action.

Any violation of these Terms may result in the suspension or termination of Your ability to

use or participate on the Tenable Community and its associated pages. We reserve the right to enforce these Terms at our sole discretion, including, but not limited to, warning users of violations, disabling or suspending privileges and/or access, deleting, screening or editing any content, or prohibiting any behavior that does not comply with these Terms, or which we otherwise deem inappropriate, harmful, objectionable or inaccurate.

Deliberate attempts by You or someone on Your behalf to evade or circumvent the suspension or termination of Your use or participate on the Tenable Community violates these Terms, constitutes an unlawful trespass to Our equipment and systems, and may result in legal action.

We may release information concerning Your use of the Tenable Community (including posted content, registration information, and network records) when We believe release is appropriate to comply with the law (e.g., pursuant to a subpoena, warrant or court order); to enforce or apply these Terms; to protect Our rights or property; to protect against fraudulent, abusive or unlawful use or participation on the Tenable Community; or if We reasonably believe that a situation involving imminent danger of death or serious bodily injury to any person requires disclosure.

No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

To report violations of these Terms, please email [legal@tenable.com](mailto:legal@tenable.com) with appropriate details, including Your contact information.

#### **14. SEVERABILITY**

If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these Terms will remain in effect.

#### **15. MISCELLANEOUS**

These Terms of Use do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between You and Us. You may not assign Your rights or obligations under these Terms of Use, whether by operation of law or otherwise, without Our prior written consent.

These Terms shall be governed exclusively by the internal laws of the Maryland, without regard to its conflicts of laws rules. Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in Maryland to adjudicate any dispute arising out of or relating to this Agreement. Except as expressly stated in these Terms, these Terms constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. No modification, amendment, or waiver of any provision of these Terms shall be effective

unless it is by an update to these Terms that we make available on this website, or is in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

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