

Agreement Terms and Conditions

THIS AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF T-PRO SERVICES. CAPITALISED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF A CUSTOMER REGISTERS FOR A FREE TRIAL OF T-PRO SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, THE CUSTOMER AGREES TO THESE TERMS AND CONDITIONS. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services must not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

T-Pro's direct competitors are prohibited from accessing the Services, except with T-PRO's prior written consent.

This Agreement was last updated on 6th February 2024.

DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Beta Services" means T-PRO services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content" means information obtained by T-PRO from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"Customer Data" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-T-PRO Applications. This includes copies of official medical records or portions thereof, the originals of which must continue to be maintained by Customer or its contractors.

"Documentation" means the applicable Service documentation at <https://www.tpro.io> and its usage

guides and policies, as updated from time to time, accessible via <https://helpdesk.tpro.io>, provided by duly authorised T-PRO staff or login to the applicable Service.

“Free Services” means Services that T-PRO makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Non-T-PRO Application” means Web-based, mobile, offline or other software functionality that interoperates with a Service, that is provided by Customer or a third party.

“Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and T-PRO or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Purchased Services” means Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

“Services” means the products and services that are ordered by Customer under an Order Form or online purchasing agreement, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by T-PRO, including associated T-PRO offline or mobile components, as described in the Documentation. “Services” exclude Content and Non-T-PRO Applications.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorised by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by T-PRO without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, T-PRO at Customer’s request) has supplied a user identification and password (for Services utilising authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

- Section headings do not form part of and shall not affect the interpretation of this Agreement.
- Unless the context otherwise requires:
 - references to Section and Schedule numbers are to Sections and Schedules in this Agreement so numbered;
 - words in the singular shall include the plural and in the plural shall include the singular;
 - a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - a reference to one gender shall include a reference to the other genders;
 - any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
 - a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns.
 - a reference to writing or written includes faxes but not e-mail.

1. T-PRO RESPONSIBILITIES

- 1.1. **Provision of Purchased Services.** T-PRO will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable T-PRO standard support for the Purchased Services to Customer at no

additional charge, and/or upgraded implementation/support if purchased or otherwise agreed, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which T-PRO shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond T-PRO's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving T-PRO employees), internet service provider failure or delay, Non-T-PRO Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to T-PRO's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

- 1.2. **Protection of Customer Data.** T-PRO will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorised access to or disclosure of Customer Data (other than by Customer or Users). For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, T-PRO will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, T-PRO will have no obligation to maintain or provide any Customer Data, and, as provided in the Documentation, will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.
- 1.3. **T-PRO Personnel.** T-PRO will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with T-PRO's obligations under this Agreement, except as otherwise specified in this Agreement.
- 1.4. **Beta Services.** From time to time, T-PRO may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion.
- 1.5. **Free Trial.** If Customer registers avails of any form of free trial, T-PRO will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by T-PRO in its sole discretion. Additional trial terms and conditions may appear on the trial registration documentation. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA THAT THE CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMISATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMISATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY T-PRO” SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND T-PRO SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE T-PRO’S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED €1,000.00. WITHOUT LIMITING THE FOREGOING, T-PRO AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO T-PRO AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE’S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

- 1.6. Free Services.** T-PRO may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer’s purchase of additional resources or services. Customer agrees that T-PRO, in its sole discretion and for any or no reason, may terminate Customer’s access to the Free Services or any part thereof. Customer agrees that any termination of Customer’s access to the Free Services may be without prior notice, and Customer agrees that T-PRO will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer’s access to the Free Services for any reason, provided that if T-PRO terminates Customer’s account, except as required by law T-PRO will provide Customer a reasonable opportunity to retrieve its Customer Data.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY T-PRO” SECTION BELOW, THE FREE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND T-PRO SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE T-PRO’S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, T-PRO AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE FREE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO T-PRO AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS

HEREUNDER.

2. USE OF SERVICES AND CONTENT

2.1. Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by T-PRO regarding future functionality or features.

2.2. Modification of Services and Content. T-Pro reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Service, so long as it has provided the Customer with prior written notice. Continued use of the Service following any modification constitutes the Customer's acceptance of the modification.

2.3. Usage Limits. Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, T-PRO may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding T-PRO's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon T-PRO's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

2.4. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-T-PRO Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorised access to or use of Services and Content, and notify T-PRO promptly of any such unauthorised access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-T-PRO Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in T-PRO's judgment threatens the security, integrity or availability of T-PRO's services, may result in T-PRO's immediate suspension of the Services, however T-PRO will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

The Customer shall permit T-PRO to audit the use of the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at the T-PRO's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business. If any audit reveals that any password has been provided to any individual who is not an Authorised User, then without prejudice to T-PRO's other rights, the Customer or T-PRO shall promptly disable such passwords and no new passwords shall be issued to the individual concerned; and if any audit reveals that the Customer has underpaid Subscription Fees to T-PRO, then without prejudice to T-PRO's other rights, the Customer shall pay to T-PRO an amount equal to such underpayment as calculated in accordance with the prices set out in the relevant Order within ten (10) Working Days of the date of the relevant audit.

2.5. Usage Restrictions. Customer will not except as may be allowed by any applicable law (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license,

sublicense, distribute, rent, lease, display disclose, or otherwise commercially exploit any Service or Content, or include any Service or Content in a service bureau or outsourcing offering or to provide services to third parties on or in connection with the internet or any time-sharing, software as a service, cloud or other technology or service, (c) use a Service or Non-T-PRO Application to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-T-PRO Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorised access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of T-PRO intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, duplicate or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) republish, download, display, transmit, or distribute all or any portion of the Services and/or Documentation (as applicable) in any form or media or by any means, (l) except to the extent permitted by applicable law (which is incapable of exclusion by agreement), disassemble, reverse engineer, decompile a Service or Content or otherwise reduce to human-perceivable form all or any part of the Services or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify T-PRO in writing.

- 2.6. **User Access** Each Authorised User will be provided with a unique identifier to access and use the Service ("Username"). The Username shall only be used by the Authorised User to whom it is assigned, and shall not be shared with, or used by any other person, including any other Authorised Users.

2.6.1. All access to and use of the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service is strictly prohibited.

- 2.7. **Security of Passwords** The Customer will (a) be responsible for ensuring that Authorised Users protect the security of Usernames and passwords, or any other codes associated to the Service known to them, and for the accuracy and adequacy of personal information provided to the Service and will (b) ensure that Authorised Users change their passwords no less frequently than quarterly, and will (c) implement policies and procedures to prevent unauthorised use of Usernames, and will promptly notify T-Pro, upon suspicion that a Username has been lost, stolen, compromised, or misused.

- 2.8. **Removal of Content and Non-T-PRO Applications.** If Customer receives notice, including from T-PRO, that Content or a Non-T-PRO Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in T-PRO's judgment continued violation is likely to reoccur, T-PRO may disable the applicable Content, Service and/or Non-T-PRO Application. If requested by T-PRO, Customer shall confirm deletion and discontinuance of use of such Content and/or Non-T-PRO Application in writing and T-PRO shall be authorised to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if T-PRO is required by any third-party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, T-PRO may discontinue Customer's access to Content through the Services.

3. NON-T-PRO PRODUCTS AND SERVICES

- 3.1. Non-T-PRO Products and Services.** T-PRO or third parties may make available (for example, through an integration partnership or otherwise) third-party products or services, including, for example, Non-T-PRO Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-T-PRO provider, product or service is solely between Customer and the applicable Non-T-PRO provider. T-PRO does not warrant or support Non-T-PRO Applications or other Non-T-PRO products or services, whether or not they are designated by T-PRO as “certified” or otherwise, unless expressly provided otherwise in an Order Form. T-PRO is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-T-PRO Application or its provider.
- 3.2. Integration with Non-T-PRO Applications.** The Services may contain features designed to interoperate with Non-T-PRO Applications. T-PRO cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-T-PRO Application ceases to make the Non-T-PRO Application available for interoperation with the corresponding Service features in a manner acceptable to T-PRO.

4. FEES AND PAYMENT

- 4.1. Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 4.2. Invoicing and Payment.** Customer will provide T-PRO with valid and updated direct debit information, or with a valid purchase order or alternative document reasonably acceptable to T-PRO. If Customer provides direct debit information to T-PRO, Customer authorises T-PRO to collect payment for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the “Term of Purchased Subscriptions” section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than direct debit, T-PRO will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to T-PRO and notifying T-PRO of any changes to such information. Pricing shall be subject to index-linked increase as per the “T-PRO Contracting Entity, Notices, Governing Law, and Renewal Rates” section below, that will be applied on the anniversary of the Effective date.
- 4.3. Overdue Charges.** If any invoiced amount is not received by T-PRO by the due date, then without limiting T-PRO’s rights or remedies, (a) those charges may accrue late interest on a day to day basis at the higher of the annual rate shown in tables at 11.10 from the date when payment became due until the date on which payment has been received together with any interest which has accrued or the maximum rate permitted by law, and/or (b) T-PRO may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.
- 4.4. Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, T-PRO may, without limiting its other rights and remedies, accelerate Customer’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, T-PRO will give Customer at least 30 days’ prior notice that its account is overdue, in accordance with the “Manner of Giving Notice” (section 11.11) below for billing notices, before suspending services to Customer.
- 4.5. Payment Disputes.** T-PRO will not exercise its rights under the “Overdue Charges” or “Suspension of Service and Acceleration” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 4.6. Taxes.** T-PRO’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding

taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If T-PRO has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, T-PRO will invoice Customer and Customer will pay that amount unless Customer provides T-PRO with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, T-PRO is solely responsible for taxes assessable against it based on its income, property and employees.

5. PROPRIETARY RIGHTS AND LICENSES

- 5.1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, T-PRO, its Affiliates, its licensors and Content providers reserve all of right, title and interest in and to the Services and Content (as applicable), including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 5.2. **Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.
- 5.3. **License by Customer to T-PRO.** Customer grants T-PRO, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-T-PRO Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for T-PRO to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-T-PRO Application with a Service, Customer grants T-PRO permission to allow the Non-T-PRO Application and its provider to access Customer Data and information about Customer's usage of the Non-T-PRO Application as appropriate for the interoperation of that Non-T-PRO Application with the Service. Subject to the limited licenses granted herein, T-PRO acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-T-PRO Application or such program code.
- 5.4. **License by Customer to Use Feedback.** Customer grants to T-PRO and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of T-PRO's or its Affiliates' services.
- 5.5. **Data usage.** Customer grants T-PRO the right to use the audio or text input data, all data elements output and associated transcripts or medical reports (hereinafter "Data") in accordance with this Section. T-PRO may use, compile (including creating statistical and other models), annotate and otherwise analyse the Data to develop, train, tune, enhance and improve the speech recognition, natural language understanding and other components of its Service. T-PRO shall own all intellectual property rights in all enhancements and improvements to its software and services that result from such use of the Data. Any and all information that Customer provides will remain confidential, and T-Pro may only provide access to Data to third parties acting under the direction of T-Pro in order to fulfil the foregoing use of the Data, pursuant to confidentiality agreements, or to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorized by law. T-PRO will not use the names of individuals and companies to contact anyone for any reason.

6. CONFIDENTIALITY

- 6.1. **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of T-PRO includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not

include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section also apply to Confidential Information exchanged between the parties in connection with the evaluation of additional T-PRO services.

6.2. Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorised by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing, T-PRO may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-T-PRO Application Provider to the extent necessary to perform T-PRO’s obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMER

7.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2. (A) T-PRO Warranties. T-PRO warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) T-PRO will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Integration with Non-T-PRO Applications” section 3.2 above, T-PRO will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.

(B) Customer Warranties. Customer warrants that a) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement and will obtain and maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and partners to perform their obligations under this Agreement; b) will comply with all applicable laws and regulations with respect to its activities under this Agreement; c) will carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer’s provision of such assistance as agreed by the parties, T-PRO may adjust any agreed timetable or delivery schedule as reasonably necessary; d) will ensure that the Authorised Users use

the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement; e) be solely responsible for procuring and maintaining its network connections, to the relevant specifications provided by T-PRO, and telecommunications links from its systems to T-PRO's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet and f) shall comply with all relevant technology control, import and export laws, rules and regulations affecting the Services or any portion thereof.

7.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

NO WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED IS GIVEN TO THE ACCURACY OF CONTENT PRODUCED BY T-PRO AS PART OF ANY PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO TRANSCRIPTION, SPEECH EDITING, MEDICAL BILLING AND CODING.

NO T-PRO PRODUCTS OR SERVICES ARE DESIGNED, INTENDED OR MADE AVAILABLE AS A MEDICAL DEVICE, AND ARE NOT SUBSTITUTES OR INTENDED TO BE SUBSTITUTES FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR JUDGEMENT AND SHOULD NOT BE USED TO REPLACE OR AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR JUDGEMENT.

8. MUTUAL INDEMNIFICATION

8.1. Indemnification by T-PRO. T-PRO will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by T-PRO in writing of, a Claim Against Customer, provided Customer (a) promptly gives T-PRO written notice of the Claim Against Customer, (b) gives T-PRO sole control of the defence and settlement of the Claim Against Customer (except that T-PRO may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives T-PRO all reasonable assistance, at T-PRO's expense. If T-PRO receives information about an infringement or misappropriation claim related to a Service, T-PRO may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching T-PRO's warranties under "T-PRO Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defence and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by T-PRO, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from Content, a Non-T-PRO Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

- 8.2. Indemnification by Customer.** Customer will defend T-PRO and its Affiliates against any claim, demand, suit or proceeding made or brought against T-PRO by a third party (a) alleging that the combination of a Non-T-PRO Application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-T-PRO Application provided by Customer (each a "Claim Against T-PRO"), and will indemnify T-PRO from any damages, attorney fees and costs finally awarded against T-PRO as a result of, or for any amounts paid by T-PRO under a settlement approved by Customer in writing of, a Claim Against T-PRO, provided T-PRO (A) promptly gives Customer written notice of the Claim Against T-PRO, (B) gives Customer sole control of the defence and settlement of the Claim Against T-PRO (except that Customer may not settle any Claim Against T-PRO unless it unconditionally releases T-PRO of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defence and indemnification obligations do not apply if a Claim Against T-PRO arises from T-PRO's breach of this Agreement, the Documentation or applicable Order Forms.
- 8.3. Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

9. LIMITATION OF LIABILITY

- 9.1. Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.
- 9.2. Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- 9.3. NOTWITHSTANDING SECTION 9.1 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR: DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF EITHER PARTY, ITS OFFICERS, EMPLOYEES OR CONTRACTORS; FRAUD OR FRAUDULENT MISREPRESENTATION; BREACH OF CONFIDENTIALITY; BREACH OF INDEMNIFICATION OBLIGATIONS; BREACH OF USAGE RESTRICTIONS; OR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.**

10. TERM AND TERMINATION

- 10.1. Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.
- 10.2. Term of Purchased Subscriptions and Services.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions and services will automatically renew for additional one year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at the lower of T-PRO's

applicable list price in effect at the time of the applicable renewal, or the prevailing promotional or one-time price plus an index-linked increase as per the “T-PRO Contracting Entity, Notices, Governing Law, and Renewal Rates” section below. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term’s per-unit pricing.

- 10.3. **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4. **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the “Termination” section above, T-PRO will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by T-PRO in accordance with the “Termination” section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to T-PRO for the period prior to the effective date of termination.
- 10.5. **Surviving Provisions.** The sections titled “Free Services,” “Fees and Payment,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Removal of Content and Non-T-PRO Applications,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement, and the section titled “Protection of Customer Data” will survive any termination or expiration of this Agreement for so long as T-PRO retains possession of Customer Data.

11. GENERAL PROVISIONS

- 11.1. **Export Compliance.** The Services, Content, other T-PRO technology, and derivatives thereof may be subject to export laws and regulations of the Republic of Ireland and other jurisdictions. Customer will not permit any User to access or use any Service or Content in a sanctioned country or region or in violation of any appropriate export law or regulation.
- 11.2. **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 11.3. **Subcontractors.** T-PRO reserves the right to subcontract elements of the Services to approved operators including but not limited to, Medical Transcribers, Speech Recognition Editors, Medical Coders and Medical Billers.
- 11.4. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between T-PRO and Customer regarding Customer’s use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 11.5. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 11.6. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 11.7. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

- 11.8. **Severability.** If any provision of this Agreement 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 this Agreement will remain in effect.
- 11.9. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, T-PRO will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.10. **T-PRO Contracting Entity, Notices, Governing Law and Courts, and Renewal Rates.** The T-PRO entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law and courts that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the prevailing interest linked interest rates applicable to renewals, depend on where Customer is domiciled.

For Customers domiciled in North or South America, Europe, the Middle East, or Africa

If Customer is domiciled in:	The T-PRO entity entering into this Agreement is:	Notices should be addressed to:	Governing law and courts is:	Renewal price increases based on:	Overdue charges (annual interest rates)
Any country apart from the UK	Norty Limited T/A T-PRO	32 Fitzwilliam Place, Dublin 2	Ireland	Irish CPI +2%	4% above the base rate of the European Central Bank
UK	Norty Limited T/A T-PRO	32 Fitzwilliam Place, Dublin 2	Ireland	UK RPI +2%	4% above the base rate of the Bank of England

For Customers domiciled in Asia or the Pacific Region

If Customer is domiciled in:	The T-PRO entity entering into this Agreement is:	Notices should be addressed to:	Governing law and courts is:	CPI increases based on	Overdue charges (interest rates)
Any country other than India	T Pro APAC Pty Ltd ACN: 106 274 873	Suite 106B, Exchange Tower, 530 Little Collins Street, Melbourne VIC 3000	Victoria, Australia	Australian CPI +2%	5% per annum
India	T-PRO Medical Private Limited, a company incorporated under the provisions of the Companies Act, 1956 of India	147/3, 7 th Cross Street, Nadukuppam, Kottakuppam, Villapuram, Tamil Nadu, India, 605104	India	Indian CPI + 2%	5% per annum

- 11.11. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.
- 11.12. **Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

Schedule 1

Acceptable Use and External-Facing Services Policy

1. Scope

This Acceptable Use and External Facing Services Policy (“Policy”) applies to customers’ use of all services offered by Norty Limited t/a T-Pro, or its affiliates (“T-Pro”).

2. Changes to Policy

T-Pro may change this Policy by posting an updated version of the Policy at www.tpro.io and such updates will be effective upon posting.

3. Violations

A customer’s violation of this Policy will be considered a material breach of the Agreement and/or other agreement governing the customer’s use of the services.

4. Prohibited Material

Customers may not, and may not allow any third-party, including its users, to use services to display, store, process or transmit, or permit use of services to display, store, process or transmit:

- a. Material that infringes or misappropriates a third party’s intellectual property or proprietary rights;
- b. Hate-related or violent material, and/or material advocating discrimination against individuals or groups;
- c. Obscene, excessively profane material or otherwise objectionable material;
- d. Material advocating or advancing criminal hacking, cracking, or phishing;
- e. Material related to illegal drugs or paraphernalia;
- f. Malicious Material;
- g. Unlawful software;
- h. Malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious files, scripts, agents or programs; or
- i. Material that violates, encourages or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights.

5. Prohibited Actions

Customers may not use a service to, nor allow its users or any third-party to use a service to:

- a. Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:
 - i. sending communications or email in violation of General Data Protection Regulation (GDPR) or any other applicable anti- spam law or regulation;
 - ii. imitating or impersonating T-Pro, another person or his, her or its email address, or creating false accounts for the purpose of sending spam;
 - iii. data mining or harvesting any web property (including any External-Facing Service) to find email addresses or other user account information;
 - iv. sending unauthorized mail via open, third-party servers; or sending email to users who have requested to be removed from a mailing list; or selling to, exchanging with, sharing with or distributing to a third party personal information, including the email addresses of any person without such person’s knowing and continued consent to such disclosure; or
 - v. sending unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no preexisting relationship;
- b. Send, upload, distribute or disseminate, or offer to do the same, with respect to unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, excessively profane, hateful, violent, or otherwise objectionable material, or promote, support or facilitate unlawful, hateful, discriminatory, or violent causes;
- c. Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- d. Conduct or forward multi-level marketing, such as pyramid schemes and the like;

- e. Generate or facilitate SMS, MMS, or other text messages or push notifications in violation of any applicable law including anti-spam, telemarketing or telephone consumer protection laws or regulations;
- f. Transmit material that may be harmful to minors;
- g. Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
- h. Impersonate another person, entity or T-Pro (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;
- i. Violate the rights (such as rights of privacy or publicity) of others;
- j. Promote, facilitate or encourage illegal activity;
- k. Interfere with other users' enjoyment of a service;
- l. Engage in activity in connection with illegal peer-to-peer file sharing;
- m. Engage in or promote gambling, or run a gambling operation;
- n. Sell, distribute or export illegal or prescription drugs or other controlled substances or paraphernalia;
- o. Access (including through any interfaces provided with a service), any T-Pro product or service, or other service or website, in a manner that violates the terms for use of or access to such service or website;
- p. Perform significant load or security testing without first obtaining T-Pro's written consent;
- q. Remove any copyright, trademark or other proprietary rights notices contained in or on the service or reformat or frame any portion of the web pages that are part of the service's administration display;
- r. Access a third party web property for the purposes of web scraping, web crawling, web monitoring, or other similar activity through a web client that does not take commercially reasonable efforts to identify itself via a unique User Agent string describing the purpose of the web client and obey the robots exclusion standard (also known as the robots.txt standard), including the crawl-delay directive; or
- s. Use a service in any manner that would disparage T-Pro.