

Timus Connect Application End User License Agreement

This document is a legally binding agreement between you and Timus Networks, Inc. (“Timus,” “we” or “us”), subject to which you may access and use the Timus Connect software application (“Timus Connect”) solely to facilitate the authorized use of the Services. Timus Connect is available for download from our [Website](#) and/or App Providers for desktops, laptops, and mobile devices with operating systems supported by Timus. We, not the App Provider, are responsible for providing Timus Connect as described in this Agreement. You hereby acknowledge and agree that this Agreement is between you and Timus and not with any App Provider.

When you install or use Timus Connect, we may collect certain data and information from you as further explained in the Timus [Privacy Policy](#) (the “Privacy Policy”). Please carefully read the terms below as well as the Privacy Policy before installing Timus Connect.

By installing Timus Connect on any device, you:

- agree to be bound by the terms of this Agreement and the Privacy Policy;
- represent that you are at least eighteen (18) years of age and fully competent and capable of entering into and complying with the terms of this Agreement; and
- represent that you are authorized to use Timus Connect as or on behalf of a Customer or Subscriber.

If you do not accept these terms, do not install, or use, Timus Connect.

1. Definitions:

“**Agreement**” means the terms set forth in this Timus Connect End User License Agreement.

“**App Provider**” means a third-party app store or distribution platform through which Timus Connect is available for download or installation, including but not limited to the Apple App Store and Google Play.

“**Customer**” or “**Subscriber**” means a person or entity that has purchased or registered for any Service.

“**End User**” means an individual who has installed or used Timus Connect on any device.

“**Services**” means the products, services, and functionality that Timus provides to Subscribers (as may be updated from time to time).

“**Third-Party Content**” means all third-party provided software and tools used in Timus Connect as well as all information, products, services, websites, advertisements, and other content from advertisers, publishers, vendors and other third parties that are linked, displayed, available for download, or otherwise accessible through Timus Connect.

“**Third-Party Provider**” collectively refers to App Providers and the third parties that own or provide Third-Party Content.

“**Website**” means <https://www.timusnetworks.com/>.

“**Privacy Policy**” means the privacy policy at <https://www.timusnetworks.com/privacy-policy/>.

- #### 2. Other Agreements:
- You may be subject to terms established by Third-Party Providers when you install or use Timus Connect, and you are responsible for reviewing and complying with any applicable Third-Party Provider’s terms.

If you are a Subscriber, your purchase of any Services is subject to separate agreement(s) between you and Timus. In the event of any conflict between the terms of this Agreement and the terms of any other agreement

between you and Timus, the terms of this Agreement shall control solely with respect to your use of Timus Connect.

If you are not a Subscriber, your use of Timus Connect may be pursuant and/or subject to an agreement or employment relationship between you and a Subscriber. You understand and agree that your use of Timus Connect on behalf or at the direction of a Subscriber (whether or not pursuant to written agreement) shall not limit your obligations and liabilities as an End User under this Agreement, which are personal to you. **YOU ACKNOWLEDGE: (A) THAT TIMUS CONNECT MAY FACILITATE THE COLLECTION, ACCESS, USE, STORAGE AND SHARING OF YOUR DEVICE USAGE, WHICH MAY INCLUDE PERSONAL INFORMATION, BY SUBSCRIBER; AND (B) THAT SUBSCRIBER, AND NOT TIMUS, IS SOLELY RESPONSIBLE FOR ANY SUCH COLLECTION, ACCESS, USE, STORAGE OR SHARING.**

3. **Limited License:** Subject to the restrictions set forth in this Agreement, Timus grants you a limited, non-transferable, non-exclusive license to use Timus Connect solely for your personal, non-commercial use in connection with Services. Except for the rights expressly granted by this license, Timus reserves all rights in Timus Connect. Timus may update Timus Connect as well as suspend, remove, or limit access to Timus Connect at any time without notice. This license includes the right to install or reinstall any software updates that are required to access and use Timus Connect. Your right to exercise this license is subject to your continued compliance with this Agreement as well as any rules or policies that Timus may establish from time to time concerning use of Timus Connect, such as requirements to address security, interoperability, or performance issues.
4. **Accounts:** To access Services through Timus Connect, you must create an account with Timus (an “**Account**”) by providing your contact information (including but not limited to your name and email address), a password to access your Account, and any other information requested to verify your identity or authorization to use Timus Connect (collectively “**Account Credentials**”). You are fully responsible for safeguarding your Account Credentials and for all activities that occur through your Account, including any activity by unauthorized users. Your Account Credentials and any other information you provide to us in connection with your Account are subject to the [Privacy Policy](#).
5. **Prohibited Conduct:** In addition to any other restrictions on your use of Timus Connect that are set forth in this Agreement, you may **not**:
 - a. copy, modify, create a derivative work from, reverse engineer, or reverse assemble Timus Connect or any component thereof;
 - b. copy, reproduce, redistribute, transmit, assign, sell, broadcast, lease, modify, adapt, create derivative works of, sublicense, or otherwise transfer any content, information, tools, products, or services available through Timus Connect;
 - c. permit unauthorized parties to access or use Timus Connect through your Account;
 - d. gain unauthorized access to, interfere with, damage, or disrupt any parts of Timus Connect or any server, computer, or database connected to Timus Connect;
 - e. introduce any type of malware into Timus Connect or distribute malware through Timus Connect;
 - f. impersonate, or attempt to impersonate, any other individual, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Timus, or otherwise attempt to mislead with respect to your identity;
 - g. use Timus Connect to engage in any monitoring, interception, or collection of data not intended for you without authorization;

- h. use Timus Connect in any manner that damages, disables, overburdens, or impairs Timus Connect or interferes with any other party's use and enjoyment of Timus Connect;
- i. use Timus Connect to convey any information that may be considered unlawful, harassing, libelous, abusive, threatening, obscene, hateful, offensive, harmful, vulgar, distasteful, defamatory, libelous, or invasive of another person's privacy or proprietary rights;
- j. use Timus Connect to transmit, receive, upload, or use any material that violates any intellectual property rights of a third party;
- k. use Timus Connect for any purpose or in any manner that is prohibited by law; or
- l. attempt to commit, or encourage another person to commit, any act described in the foregoing subsections (a)-(k).

Timus reserves the right, in its sole discretion, to determine if you have violated this Agreement, and to take any action we deem appropriate if we determine you have violated this Agreement.

6. **Third-Party Content:** Your use of Third-Party Content is at your sole risk and discretion. In consideration for the convenience of Timus making Third-Party Content available or accessible through Timus Connect, you acknowledge that Timus is not responsible for any such Third-Party Content and Timus makes no representations as to the completeness or accuracy of such Third-Party Content. You further agree that Timus is not responsible or liable for any losses or damages you experience with any Third-Party Content you choose to rely upon, and that you must contact the Third-Party Provider directly for any remedies that may be available to you. Your use of Third-Party Content may be subject to additional terms of use and privacy policies set by such Third-Party Providers.

7. Intellectual Property Rights

- a. **Rights in Timus Connect:** Timus Connect (including its source and object code) is protected by United States and foreign intellectual property laws. All copyrights, patents, trademarks, trade secrets, and other intellectual property rights associated with Timus Connect are, and shall remain, the property of Timus or our licensors or Affiliates. Third-Party Content may be subject to the intellectual property rights of third parties. Except for the limited license granted to you in Section 3, you are not granted any intellectual property rights in or to Timus Connect by implication, estoppel, or other legal theory.
- b. **Trademarks:** The trademarks and service marks of Timus, including but not limited to TIMUS NETWORKS and TIMUS CONNECT, are protected by United States and foreign intellectual property laws and are the valuable intellectual property of Timus or its licensors or Affiliates. The appearance, layout, color scheme, and design of Timus Connect are protected trade dress. End Users do not receive any right or license to use any of the foregoing.
- c. **Open Source:** Timus Connect may include Third-Party Content that is subject to open source license terms. You acknowledge and agree that your right to use such open source software as part of Timus Connect is subject to and governed by the terms and conditions of any applicable open source license, the details of which you can find by viewing the Open Source Software Notices, accessible at <https://www.timusnetworks.com/uploads/oss-notices.pdf>. In the event of a conflict between the terms of this Agreement and the open source license terms, the open source license terms shall control. The open source software in Timus Connect is distributed without warranty, including but not limited to an implied warranty of merchantability or fitness for a particular purpose.
- d. **Feedback:** Timus may use for any lawful purpose (including to improve Timus Connect or our other Services) any suggestions or other feedback you provide to us, without payment or condition.

8. **Copyright Infringement:** If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on Timus Connect, please provide notice to the Timus Copyright Agent, and include the following information (“**Notice**”):

- a. A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed.
- b. A description of the copyrighted work or works that you claim have been infringed and identification of what material in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled.
- c. A description of where the material that you claim is infringing is located on Timus Connect.
- d. Information sufficient to permit Timus to contact you, such as your physical address, telephone number, and email address.
- e. A statement by you that you have a good faith belief that the use of the material identified in your Notice in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- f. A statement by you that the information in your Notice is accurate and, under penalty of perjury that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Please send Notice to the Timus Copyright Agent by mail at 245 First Street, Riverview II, 18th Floor, Cambridge, MA 02142, or by email at legal@timusnetworks.com.

9. **Specific Provisions for iOS and iPadOS Users:** If you download Timus Connect from the Apple App Store, you acknowledge and agree to the following additional terms:

- a. Apple Inc. and its subsidiaries (collectively “**Apple**”) are third-party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.
- b. Timus is responsible for providing maintenance and support services, and Apple has no obligation to furnish any maintenance and support services with respect to Timus Connect.
- c. Apple has no warranty obligation whatsoever with respect to Timus Connect, and any claims, losses, liabilities, damages, costs, or expenses attributable to any failure of Timus Connect from to conform to any warranty will be our sole responsibility.
- d. Timus, not Apple, is responsible for addressing any claims brought by you or any third party relating to Timus Connect or your possession and/or use of Timus Connect, including, but not limited to: (i) product liability claims; (ii) any claim that Timus Connect fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- e. In the event of any third-party claim that Timus Connect or your possession and/or use of Timus Connect infringes a third party’s intellectual property rights, Timus, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement.
- f. You represent and warrant that: (i) you are not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” region; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

10. **Compliance with Laws:** By accessing or using Timus Connect, you agree to comply with all laws, rules, and regulations implemented by any government authority or agency which govern or apply to the use of Timus Connect. Without limiting the generality of the foregoing, you expressly agree not to export or re-export any

content from Timus Connect to countries or persons prohibited under the export control laws of the United States. Timus makes no representation that Timus Connect is appropriate or available for use outside the United States. If you have chosen to access Timus Connect from outside the United States, you do so at your own initiative and risk, and you are solely responsible for compliance with your local laws, if and to the extent, local laws are applicable.

11. **Legal Disclaimers:** Timus Connect is provided for the convenience of End Users. TO THE FULLEST EXTENT PERMITTED BY LAW, TIMUS AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT TIMUS CONNECT OR ANY SERVICES. TIMUS CONNECT AND THE SERVICES AVAILABLE THEREIN ARE PROVIDED "AS IS," WITH NO WARRANTY, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. TIMUS DISCLAIMS ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF TIMUS CONNECT. TIMUS DOES NOT WARRANT THAT TIMUS CONNECT WILL OPERATE ERROR-FREE OR THAT TIMUS CONNECT IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF TIMUS CONNECT (INCLUDING DOWNLOADING TIMUS CONNECT FROM THE WEBSITE), YOU DO SO AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR DATA. IF YOUR USE OF TIMUS CONNECT OR DOWNLOADED MATERIAL OR DATA RESULTS IN THE NEED FOR SERVICING OR REPLACEMENT OF EQUIPMENT OR DATA, TIMUS IS NOT RESPONSIBLE FOR THOSE COSTS.

Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. You may also have other rights that vary from state to state and from jurisdiction to jurisdiction.

12. **LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES WILL TIMUS OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, CHANNEL PARTNERS, OR LICENSORS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, RELIANCE, CONSEQUENTIAL OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEN, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) ON ACCOUNT OF YOUR USE, MISUSE, OR RELIANCE ON TIMUS CONNECT OR ANY SERVICE. THIS LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, THE AGREEMENTS OR POLICIES REFERENCED HEREIN, OR THE SUBJECT MATTER HEREOF, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY EVEN IF TIMUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The above limitation applies to your use, misuse, or reliance upon Timus Connect and any Services accessible therein.

Some states or other jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations and exclusions may not apply to you.

13. **Indemnity:** You agree to defend, indemnify, and hold harmless Timus and its Affiliates, and their respective officers, directors, employees, consultants, agents, and licensors from and against any and all claims, liabilities, damages, and/or costs (including, but not limited to, fees, costs, and other expenses of attorneys and expert witnesses) arising out of or related to: (i) your violation of any provision of this Agreement, (ii) your violation of applicable law in connection with your use of Timus Connect, or (iii) any actual or alleged infringement by you of any intellectual property or privacy or other right of any third party in connection with your use of Timus Connect.

14. **Changes to this Agreement:** Timus may modify the terms of this Agreement at any time by posting an update to Timus Connect. Your use of Timus Connect following such update constitutes your agreement to be bound by this Agreement as modified. **NOTWITHSTANDING THE FOREGOING, THIS RIGHT TO MODIFY SHALL NOT INCLUDE THE AGREEMENT TO ARBITRATE SET FORTH BELOW.**
15. **Agreement to Arbitrate: YOU AND TIMUS AGREE TO RESOLVE ANY DISPUTES ARISING UNDER THIS AGREEMENT THROUGH FINAL AND BINDING ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement and the agreements and policies referenced herein, or the breach thereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws provisions, and shall be adjudicated by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be experienced in and knowledgeable about legal issues related to ecommerce and software as a service. The place of arbitration shall be Boston, Massachusetts. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The award of the arbitrator(s) shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. **NO PART OF THIS AGREEMENT TO ARBITRATE MAY BE AMENDED, DISCHARGED, MODIFIED, OR WAIVED EXCEPT IN A WRITING SIGNED BY BOTH PARTIES.**
16. **Waiver and Severability:** Any failure by Timus to enforce a provision of this Agreement is not a waiver of its right to do so later. If, for any reason, any provision or portion of this Agreement is found to be unenforceable, the remainder of this Agreement will continue in full force and effect.
17. **Entire Agreement:** This Agreement constitute the entire agreement between you and Timus with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

This Agreement was last amended on 22 February 2023.