

IMPORTANT INFORMATION

You should carefully read the following Terms and Conditions. Purchase or use of our products are subject to these Terms and Conditions, and such purchase or use implies that you have read and accepted them. Block Line Systems, LLC (“Telesystem”) does not guarantee any results and will not be liable for any breaches of your company. All our products work on “best effort.”

THREAT PROTECTOR’S SECURITY AWARENESS TRAINING (EVA MD, HIPAA BREACH PREVENTION, HIPAA COMPLIANCE), ADVANCED EMAIL PROTECTOR, EMAIL ENCRYPTION AND ENDPOINT ESSENTIALS**INTRODUCTION**

The following terms and conditions govern all use of Telesystem’s Threat Protector content, services and products. Threat Protector (“TP”) is a service offered by Telesystem. The service is subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, and policies (including, without limitation, Telesystem’s Privacy Policy). Please note that some services offered by Telesystem are third-party services. We contract with these companies to offer their services to our customers.

NOT LEGAL ADVICE Telesystem is not an attorney and the content of the Telesystem website is not legal advice. The Threat Protector service offers education and a framework to help with compliance. The Threat Protector service does not guarantee cyber security or HIPAA compliance. The Customer should consult with legal counsel to ensure a full legal interpretation of the law. Any consultation services Telesystem offers should not be construed as legal advice. It is always up to the customer to ensure compliance with whatever regulations are necessary. You understand and agree that Telesystem has no liability for any issues with security that your company has or will have to deal with.

OWNERSHIP

All products are the property of Telesystem. Telesystem products are provided ‘as is’ without warranty of any kind, either expressed or implied. In no event shall Telesystem be liable for any damages including, but not limited to, direct, indirect, special, punitive, incidental or consequential, or other losses arising out of the use of or inability to use our products.

CONSULTATION

Telesystem may offer consultation services from time to time, especially for clients using our HIPAA compliance platform. Telesystem assumes no responsibility, under this Agreement or otherwise, except to perform the Services in good faith. You understand and agree that Telesystem is not legally or otherwise responsible for any consequences whatsoever that result from any action of the Company in following or declining to follow any advice or recommendation of Telesystem, it being acknowledged



and agreed by the Company that Telesystem's services provided under this Agreement are consulting only and any and all decision-making regarding the Company, including without limitation whether or not to follow any advice by Telesystem, is solely the responsibility of the Company. Telesystem will not be liable to the Company except by reason of acts constituting bad faith of Telesystem or willful misfeasance or reckless disregard of its duties. The parties hereto recognize and agree that the effectiveness of the Services and the success of any actions undertaken by Telesystem in connection therewith are not guaranteed or warranted by Telesystem in any respect whatsoever.

In addition, from time to time Telesystem may use third-party companies to help with consulting services. In these cases, Telesystem will not be liable for any advice from a third party as outlined above.

AGREEMENT

Telesystem's Threat Protector services ("SERVICES") are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SERVICES are licensed, not sold, and Company's rights are strictly limited to those specifically granted by Telesystem pursuant to this Agreement. By accessing the Telesystem Website and/or Compliance Portal, Customer agrees to be bound by the terms of the SERVICE.

1. PRODUCT LICENSE.

This Agreement describes Customer's rights with respect to the SERVICES and its components.

A. GRANT OF LICENSE. Subject to the terms and conditions of this Agreement, Telesystem grants Customer the nontransferable (unless otherwise approved by Telesystem), nonexclusive right to access and utilize the SERVICES.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

The rights granted in Section 1 are subject to the following restrictions: (i) Customer & Users may not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or formulas of the SERVICE; (ii) Customer may not resell or sublicense or use the SERVICES for commercial use, or to train persons other than Employees of the Customer, unless previously agreed to in writing by Telesystem.

3. ALL RIGHTS ARE RESERVED BY Telesystem

Telesystem reserves all rights not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that: (i) except as specifically set forth in this Agreement, Telesystem retains all rights, title, copyrights and interest in and to the SERVICES, Documentation, Derivative Works and Deliverables and Customer acknowledges and agrees that it does not acquire any rights, express or implied, thereon.

4. RESTRICTED RIGHTS

Telesystem grants Customer only RESTRICTED RIGHTS regarding use of the Information and Website.

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2700 Oregon Road, Northwood, OH 43619
1 Braxton Way, Suite 150, Glen Mills, PA 19342
(888) 808-6111



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5. LEGAL DISCLAIMER

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6. LIMITED WARRANTY.

NO WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TELESYSTEM DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

7. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TELESYSTEM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF TELESYSTEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, TELESYSTEM'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LAW SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICE OR US\$10.00. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

TELESYSTEM THREAT PROTECTOR ENDPOINT ESSENTIALS EULA

1. Scope

These terms apply to purchases of software and digital content, such as download links, license keys, codes, backup CDs, etc. ("Products") sold to any person or entity ("You") through this website (the "Website") by Block Line Systems, LLC. or its Affiliates ("Telesystem" or "We").

2. Order

2.1 Telesystem reserves the right to reject Your order and/or terminate Your subscription if it is unable to process or fulfill it without Telesystem being liable for any damages or other amounts.

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2.2 Upon such rejection Telesystem will refund any prior payment that You have made for that Product.

2.3 You confirm that all information provided by You when placing an order is up-to-date and materially accurate in order for Telesystem to fulfill Your order.

2.4 You are responsible for maintaining and updating Your account information for accuracy and completeness and keeping such information and any passwords secure against unauthorized access.

3. Price and Payment

3.1 Prices are specified on the Telesystem website ("Website"), Telesystem reserves the right to adjust prices due to Increases in costs including (without limitation) costs of any materials, delivery, the increase or imposition of any tax, duty or other levy and any variation in exchange rates, and programming, data or other errors in Our Website.

3.2 Telesystem will notify You of any errors in pricing prior to Product delivery. In the event of an increase in the price, You have the right to terminate the agreement. If You do not rescind the agreement, You accept the new conditions and prices as notified to You by Telesystem.

4. Delivery

4.1 Delivery dates specified on the Website, in any order confirmation or elsewhere are estimates only. Telesystem will not be liable in respect of delay but will do its best to ensure the delivery on time.

4.2 Delivery will be made to a valid address submitted by You. You must check the delivery address on the Telesystem acceptance provided to You and notify Telesystem at once about errors or omissions. Telesystem reserves the right to charge You for any extra costs arising from changes You make to the delivery address after You submit an order.

4.3 If You refuse or fail to take delivery of the Products delivered by Telesystem, any risk of loss or damage will pass to You and Telesystem will have the right to receive payment in full for the Products and to make delivery by any means appropriate. You will be liable to pay any additional costs incurred as a result of Your refusal or failure to take delivery. Telesystem will be entitled to dispose of the Products in such manner as it sees fit if You have not taken delivery of the Products after 30 days have passed since the agreed date of delivery.

4.4 You are not entitled to revoke or cancel in whole or in part this agreement with respect to downloaded Products in case of a defect. The risk of loss or damage passes to You upon delivery of the Products.

5. Software Conditions

5.1 Products include Telesystem's end-user license agreement (EULA). Such Products may be used only in accordance with EULA and may not be copied, adapted, translated, made available, distributed, varied, modified, disassembled, decompiled, save, reverse-engineered or combined with any other software, unless:

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- this is permitted by EULA,
- expressly permitted by applicable law. Subject to Clause 10, Clause 11 and Clause 12 of these Terms the remedies in the EULA shall be Your sole remedies with regard to the Products.

6. License to Products

6.1 The License to the Products will pass to You when Telesystem has received full payment for the value of the price of the Products (Including interest or other payment due for the Products).

6.2 You shall not resell the Products.

7. Complaints

7.1 You are responsible upon delivery for verifying that Products delivered by Telesystem are in accordance with the agreed specifications with respect to apparent defects, including short deliveries.

7.2 You must notify Telesystem of any such defect or short delivery in writing within 15 (fifteen) days of delivery.

8. Authorizations

8.1 You have the obligation to obtain at Your own expense any license, permit, or authorizations required by any legal authority for the acquisition, delivery or use of the Products, evidence of which You must provide to Telesystem upon Telesystem's first request.

8.2 You will be liable for all expenses or charges incurred by Telesystem stemming from Your failure to obtain such license or authorizations. You are also responsible for complying with export control and custom duties laws and regulations in the territory where You order the delivery of Product or use the Product.

9. General Terms

9.1 The provisions of these Terms are separable, the lack of validity of any provision will not affect the validity of any other provision. Your order and these Terms contain the whole agreement between You and Telesystem relating to the transactions contemplated by this agreement and supersedes all previous agreements between You and Telesystem relating to these transactions.

9.2 Telesystem reserves the right to change these terms and conditions from time to time, notification of which will be posted on the Website. Your continued use of the Products after such notice has been posted constitutes Your acceptance of the changes. Any subsequent orders shall be subject to the revised terms and conditions.

9.3 You are not entitled to transfer or assign Your right and obligations under these terms to a third party, without the written approval of Telesystem.

10. Copyright

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11. Miscellaneous

The failure of Telesystem to exercise any right described here will not be deemed a waiver of any further rights. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or modified to the extent necessary so that this Agreement will otherwise remain in full force and effect.

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