

SCHEDULE 1 – TOTARA EULA

1. **Restrictions on use**
- 1.1 As a condition of use, each Customer and/or Totara Partner agrees not to use the Totara Platform and/or any content provided via the Totara Platform, nor permit them to be used:
 - (a) for any purpose that is unlawful under any applicable law;
 - (b) to commit any act of fraud or money laundering or otherwise be used in any activities that are deceptive or harmful to others, or that would harm Totara Learning's operations or reputation;
 - (c) to create, store, access, transfer to any third party or otherwise distribute any code or device intended to interfere with, or having the effect of interfering adversely with, the operation of any hardware or software, including any virus, disabling code (including code intended to limit or prevent any use any software or system) or other malicious software (including bugs, worms, logic bombs, malware, trojan horses, ransomware and spyware), or any other material which is unlawful;
 - (d) for purposes of promoting unsolicited advertising or sending spam;
 - (e) to simulate communications from Totara Learning or another service or entity (i.e. phishing communications) in order to collect identity information, authentication credentials, or other information;
 - (f) in any manner that disrupts the operations, business, equipment, websites or systems of Totara Learning or any other person or entity (including any denial of service and similar attacks);
 - (g) in any manner that harms or may endanger minors or any other person, or may cause damage or loss to any tangible property or the environment;
 - (h) to represent or suggest that Totara Learning endorses any other business, product or service unless Totara Learning has separately agreed to do so in writing;
 - (i) to gain unauthorised access to the Totara Platform;
 - (j) to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
 - (k) in any manner which may impair any other person's use of the Totara Platform or any other services provided by Totara Learning;
 - (l) to perform any security testing of the Totara Platform or of any infrastructure or facilities whatsoever used to provide the Totara Platform, including network discovery, port/service identification, vulnerability scanning, password cracking, remote access testing or penetration testing without prior approval by Totara Learning;
 - (m) to attempt to circumvent any security controls or mechanisms;
 - (n) to attempt to circumvent any password or authentication methods for any user of the Totara Platform and/or other person;
 - (o) in an irresponsible manner including by overloading any part of the Totara Platform;

(p) in any manner inconsistent with any written instructions provided by Totara Learning from time to time; or

(q) in any manner that violates, infringes upon, or misappropriates the intellectual property or proprietary rights of Totara Learning and/or any third party.

1.2 Customer or Totara Partner (as applicable) shall not (directly or indirectly):

(a) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Totara Platform (including without limitation any application or content provided via the Totara Platform), except to the limited extent applicable laws specifically prohibit such restriction;

(b) modify, translate, or otherwise create derivative works of any part of the Totara Platform including any content provided via the Totara Platform; or

(c) to share user account credentials or passwords with any third parties, access content provided via the Totara Platform concurrently (other than through separate accounts) or otherwise provide or enable any third party access to the Totara Platform and/or any content provided via the Totara Platform.

1.3 Customer or Totara Partner (as applicable) shall abide by all applicable local, state, national and international laws and regulations.

2. **User data and communication standards**

2.1 Any Customer or Totara Partner data hosted on the Totara Platform must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in Totara Learning's sole discretion.

2.2 Each Customer and Totara Partner (as applicable) warrants that any of its data hosted on the Totara Platform and its use thereof does not and will not:

(i) violate this Totara EULA or any applicable law, regulation or rule;

(ii) infringe, violate, or misappropriate any third party rights, including any copyright, trade mark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

(iii) slander, defame, libel, or invade a right of privacy, publicity or other property rights of any other person; or

(iv) cause Totara Learning to violate any law, regulation, rule, or rights of third parties.