

Transoft Solutions Inc.

SOFTWARE LICENSE AGREEMENT

**IMPORTANT! Please CAREFULLY READ the following License Agreement!**

This is a legal agreement between You (as defined at 2.(ll)) on the one part as licensee (hereinafter referred to as "You" or "Licensee"), and Transoft Solutions Inc., as licensor, (hereafter referred to as "Transoft") on the other part.

**WARNING**

**Before You acquire or install the Software You must accept the terms and conditions of this Agreement. Accordingly, Transoft recommends that You carefully read the terms and conditions of this Agreement.**

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**1. ACCEPTANCE/REJECTION**

- (a) **Acceptance of Agreement.** Before You copy, install, upload, access or use any portion of the Software, You must accept the terms and conditions of this Agreement. By communicating to Transoft Your acceptance of this Agreement You are entering into a legal and binding contract with Transoft and agreeing to be bound by the terms and conditions of this Agreement.

You may communicate acceptance of this Agreement in several ways including but not limited to the act of You selecting and completing the "I Accept" option in conjunction with an on-line or electronic version of this Agreement, or by communicating to Transoft acceptance in writing, or by paying an invoice or quote for the Software issued in connection with this Agreement and provided to You by Transoft before delivery of the Software to You.

- (b) **Rejection of Agreement.** If You do not agree to the terms and conditions of this Agreement, then You must not copy, install, upload, access or use any portion of the Software and You must either:

- 1) Not proceed with any acquisition or use of the Software; or
- 2) select the "I Do Not Accept" option in conjunction with an on-line or electronic version of this Agreement,

and in either case if You do not agree to the terms and conditions of this Agreement then You must not proceed to copy, install, upload, access or use any portion of the Software.

- (c) Upon acceptance of this Agreement by You, this Agreement supersedes and replaces all previous licenses issued to You by Transoft pertaining to the right to use the Software.

**2. DEFINITIONS:** In this Agreement (including Schedules "A", "B" and "C"),

- (a) “Account” means the account created by an Authorized User of a Subscription License;
- (b) “Agreement” means the invoice or quote issued by Transoft to You in respect of the Software described in such invoice or quote, the terms and conditions of this Agreement and all attached schedules and any amendments or addenda;
- (c) “Americas” means with reference to a Zone or Zone License, all of the countries or geographic regions listed under the heading “Americas” in Part 1 of Schedule “C” within North America, Central America, the Caribbean, and South America (other than countries, regions or other geographic areas which are prohibited pursuant to the general prohibitions set out in Section 8 of this Agreement);
- (d) “APAC” means with reference to a Zone or Zone License, the countries or geographic regions listed under the heading “APAC” in Part 2 of Schedule “C” of this Agreement comprising countries and areas within that part of the world that is commonly described or known as Asia and Asia Pacific (other than countries, regions or other geographic areas which are prohibited pursuant to the general prohibitions set out in Section 8 of this Agreement);
- (e) “Authorized Number of Site Users” means with respect to a Site License, Multi-Site License, Zone License or Network Subscription License, the maximum number of Authorized Users permitted to access and use the Software at an Authorized Site applicable to the Scope of License that You have purchased and which number is identified for each Authorized Site in the invoice or quote issued by Transoft to You and paid by You. If the invoice or quote issued by Transoft to You and paid by You does not identify the maximum number of Authorized Users permitted to access and use the Software at any one time (e.g. Concurrent Users) at an Authorized Site, then the Authorized Number of Site Users shall be deemed to be one Authorized User for each Authorized Site;
- (f) “Authorized Site” means a Site within the Zone that is identified in the invoice or quote issued by Transoft to You and paid by You for a Site License (or other License Type that contemplates and authorizes use of the Software only at a specific Site) which Site shall be the specific Site at which the Software may be installed, accessed and used in accordance with the Scope of License purchased and paid for by You, and “Authorized Site” shall include an alternate Site as may be expressly permitted in accordance with the Scope of License purchased and paid for by You;
- (g) “Authorized User” means an individual who is at the relevant time (1) You, if You are an individual; (2) an individual employed by You whether on a full-time, part-time or temporary basis and authorized by You to access the Software; (3) an individual independent contractor or an individual employed by an Entity that is an independent contractor but only while such individual is subject to a contractual arrangement to provide work product for You at an Authorized Site consisting of Your place of business or a discrete project location controlled or supervised by You and who is authorized by You to access the Software; or (4) in the case of an Educational-Institution License, an individual instructor or registered student in good standing with You and that You have authorized to access the Software. “Authorized Users” means more than one Authorized User;
- (h) “Authorized Zone” means the Zone as identified in the invoice or quote issued by Transoft to You and paid by You for a Zone License (or other License Type as the case may be that contemplates and authorizes use of the Software only within a specific Zone) which Zone shall be the specific Zone at which the Software may be installed, accessed and used in accordance with the Scope of License purchased and paid for by You;
- (i) “Central Server” means with respect to a Site License, Multi-Site License, Zone License, Network Subscription License, or Educational-Institution License, a central, discrete data communication network system which includes the combination and interconnection of terminals, microprocessors and computers which are all owned or controlled by You and

entirely located at the Central Site and otherwise operated, accessed and used in accordance with the Scope of License that You have purchased;

- (j) “Central Site” means with respect to a Site License, Multi-Site License, Zone License, Network Subscription License, or Educational-Institution License, a discrete, physical location identified by a civic address specified by You and approved by Transoft as the Central Site at which the License Server and associated Licenses shall be installed and maintained on a Central Server and otherwise accessed and used by Authorized Users at such Central Site and at other Authorized Sites in accordance with and subject to the Scope of License that You have purchased;
- (k) “Computer Device” means any device that can be used to access or run software, and includes, without limitation, (i) a personal desktop computer, portable computer, workstation, tablet, mobile device, PDA or similar device capable of running computer programs locally (in a physical or virtual operating system environment) or (ii) a device used to access a virtual desktop infrastructure (“VDI”). Computer Devices do not include any device designated as a server and not used as a personal computer, or any device that only employs an industry or task-specific software program other than the Software;
- (l) “Concurrent Users” means more than one of the Authorized Users within the Authorized Site or Authorized Zone licensed to access and use the Software concurrently at any one time within a specific Site or Zone;
- (m) “Concurrent Seats” means the number of individual Computer Devices assigned to the Authorized Users that can access the software concurrently at any one time.
- (n) “Data Subject” means the person whose Personal Data are being collected and/or processed;
- (o) “EMEA” means with reference to a Zone or Zone License, the countries or geographic regions listed under the heading “EMEA” in Part 3 of Schedule “C” of this Agreement comprising countries and areas within that part of the world that is commonly described or known as Europe, the Middle East and Africa (other than countries, regions or other geographic areas which are prohibited pursuant to the general prohibitions set out in Section 8 of this Agreement);
- (p) “Entity” means a corporation, partnership, joint venture, association, governmental authority, society or other legal entity that is not an individual;
- (q) “Geographic Region” means the country in which You have acquired the Software, unless the invoice or quote issued by Transoft to You expressly specifies that, for the purposes of the Scope of License purchased by You, the Geographic Region means another geographic area and, in that event, “Geographic Region” means the geographic area expressly set out in the invoice or order confirmation issued by Transoft to You;
- (r) “License Server” means the software program that is installed on a network server for a Site License, Multi-Site License, Zone License, Global License, Network Subscription License or Educational-Institution License that will manage license access. License Server may be a software system only, or may include combinations of software and/or hardware dongle.
- (s) “License Type” or “License” means one of the following:
  - 1) “Educational - Institution” as described and defined in Schedule “A”;
  - 2) “Evaluation License” as described and defined in Schedule “A” and
  - 3) “Global License” means a license for the use of the Software without specific geographic limitations as described and defined in Schedule “A” but subject always to the generally applicable prohibitions set out in section 8 of this Agreement;

- 4) “Multi-Site License” as described and defined in Schedule “A”;
- 5) “Network Subscription License” as described and defined in Schedule “A”;
- 6) “SaaS Subscription License” as described and defined in Schedule “A”.
- 7) “Single User” as described and defined in Schedule “A”;
- 8) “Site License” as described and defined in Schedule “A”;
- 9) “User Subscription License” as described and defined in Schedule “A”;
- 10) “Zone License” as described and defined in Schedule “A”;

The License Type applicable to the Scope of License You have purchased is identified in the invoice or quote issued by Transoft to You and paid by You;

- (t) “Licensee” means either You, if You are an individual who has acquired a License from Transoft, or an Entity that has acquired a License from Transoft, subject to this Agreement;
- (u) “Maintenance” is as defined in Schedule “B”;
- (v) “Module” means a component of the Software designed to perform and operate specific sub-tasks or functions of the Software, the rights to use one or more of which components of the Software as part of the use of the Software may be obtained by way of the License granted by Transoft to the Licensee upon payment to Transoft of the applicable license fee or fees and “Modules” refers to more than one Module;
- (w) “Perpetual” means with reference to License Type, as further described in Schedule “A”, a License without a term and without Maintenance, unless separately purchased;
- (x) “Personal Data” means personal data as defined in the privacy laws applicable to the Geographic Region where You reside.
- (y) “Project Data” means any data provided by You to Transoft through the online Software products or services or submitted for purposes of Technical Support or otherwise, including but not limited to user identification information, profile information including individual preferences. Project Data does not refer to data stored on Your own systems;
- (z) “SaaS Product or Service” means a software product, feature, or service provided to You by Transoft that runs on a server in the cloud and can be accessed by You without installation of any files, systems or services on Your Computer Device, SaaS Products or Services may refer to specific offerings by Transoft, or supporting services that add functionality or value to other products and services;
- (aa) “SaaS Subscription Feature” means a component of a SaaS Product or Service that can be enabled for a fixed term by purchasing a SaaS Subscription License;
- (bb) “Scope of License” means the terms and conditions governing the manner in which the Software may be used for the applicable License Type set out in the invoice or quote issued by Transoft to You and paid for by You, as such terms and conditions for the applicable License Type are more particularly described in Schedule “A” of this Agreement;
- (cc) “Site” means a discrete, single, physical location identified by a civic address or other identifiable, discrete, single, specific and limited geographic area at which the Software is intended to be installed, accessed and used and is expressly set out in the invoice or quote issued by Transoft to You (but subject always to the generally applicable prohibitions set out in section 8 of this Agreement);

- (dd) "Site Server" means a single, discrete data communication network system which includes the combination and interconnection of terminals, microprocessors and computers owned or controlled by You and entirely located at a Site that is authorized for access and use of the Software by Authorized Users at the Site and otherwise accessed and used in accordance with the Scope of License You have purchased;
- (ee) "Site Users" means Authorized Users who are authorized to access and use the Software at an Authorized Site in accordance with the Scope of License You have purchased;
- (ff) "Software" means the accompanying licensed and supplied software program and all documentation;
- (gg) "Subscription Rental" means with reference to License Type, as further described in Schedule "A", a License with a fixed term. Each Subscription and Rental is always defined with a termination date at which time the product, service, or feature will cease to operate unless renewed;
- (hh) "Transfer" means any transfer, sale, assignment, charge, mortgage, sublease, sub-license, loaning, renting, leasing, distributing, pledging, hypothecating, sharing of possession or use, parting with possession or use (whether or not of a temporary nature), or any other disposition of this Agreement, the Software or any interests therein or parts thereof, including without limitation a transfer by operation of law, gift, bequest, inheritance, or trust (whether express, implied, resulting or constructive), and in the case You are an Entity, the term "Transfer" also includes a transfer by sale, assignment, merger, amalgamation, issuance of shares, voting rights, units or any other legal or beneficial ownership interests in or in respect of You, so as to result in the control of You having changed from one person or group of persons to another person or group of persons;
- (ii) "User Documentation" means any documentation (whether in electronic or printed form) provided to You by Transoft for the purposes of identifying the terms and conditions of access, use or operation of the Software, explaining or describing the Software, providing instructions as to the manner of permitted access or use of the Software, assisting Authorized Users with problems or corrections to the Software or otherwise intended to assist Authorized Users in the effective and permitted access, use and operation of the Software, and includes but is not limited to user guides, manuals, Help Menus and text, FAQ (frequently asked questions) files, license files, license specifications and details, or technical specifications which are included with the Software or packaging of the Software, which are supplied with or included in the Software or updated after delivery of the Software to You by Transoft or its authorized reseller, or set out in an invoice or quote issued to You by Transoft and whether such documentation is delivered personally or by mail, email (including electronically scanned or imaged documents) facsimile transmission or other delivery method;
- (jj) "User Subscription" means an assignment of a Subscription that will permit one Authorized User that has been assigned an Account by You to access the Software under the User Subscription License or SaaS Subscription License;
- (kk) "User Subscription Reassignment" means the reassignment of a User Subscription from one Authorized User to another Authorized User;
- (ll) "You" means the Entity or individual as the licensee that has acquired the license to use the Software in accordance with the terms and conditions of this Agreement and the invoice or quote issued by Transoft to such Entity or individual with respect to the Software; and "Your" is a form of the possessive case of You used as an attributive adjective in reference, or in relation, to You;
- (mm) "Zone" means the Geographic Region or other geographic area, which may comprise one or more countries, sovereign states, regions or other identified geographic areas, expressly set out in the invoice or quote issued by Transoft to You in respect of the License granted to You

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- (nn) "Zone Server" means a data communication network system which includes the combination and interconnection of terminals, microprocessors and computers owned or controlled by You and entirely located within a Zone that is authorized for access and use of the Software by Authorized Users within the Zone and otherwise accessed and used in accordance with the Scope of License that You have purchased;
- (oo) "Zone Users" means Authorized Users who are authorized to access and use the Software within an Authorized Zone in accordance with the Scope of License You have purchased;

3. **SOFTWARE LICENSE:** Regardless of the License Type purchased and paid for by You, as indicated on the invoice or quote issued by Transoft to You, the following terms and conditions will apply to You and to any access to or use of the Software by You, any Authorized Users or other persons claiming by or through You:

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- (d) The description of each License Type in Schedule "A" of this Agreement defines the scope of rights that Transoft grants to You for the Scope of License You have purchased. The license rights for access to or use of the Software by You, any Authorized Users or other persons

claiming by or through You are determined by the Scope of the License that You have purchased as described in Schedule "A" and are also subject to the provisions of this section 3 and the other provisions of this Agreement.

- (e) The Software is licensed and not sold to You. Any rights for You, any Authorized Users or other persons claiming by or through You to access or use the Software are determined solely by the terms of this Agreement and the License Type acquired by You pursuant to this Agreement. All other rights, interests and title in and to the Software and expressly reserved by and remain with Transoft (including all intellectual property rights).

#### **4. LICENSE TYPE AND SCOPE OF LICENSE.**

The provisions applying to each License Type are as set out in Schedule "A" of this Agreement.

#### **5. OTHER TERMS.**

##### **(a) Libraries**

- 1) Except images which are identified by Transoft as open-source images (the use of which is governed by the applicable License terms available from the open-sourced images providers), Transoft is the owner of the files or images in the libraries, including but not limited to files or images of vehicles, aircraft, buildings, building components, facilities, systems, passenger boarding bridges, baggage or cargo handling systems, people mover systems, security systems or facilities, or other equipment, components, systems or facilities, contained within or included with the Software (the "Libraries").
- 2) The Libraries are contained within or included with the Software only for the operation of the Software and in conjunction with the use of the Software. You may not copy, move, activate, use, transfer, or allow any images management tool or software application to copy, move, activate, transfer or use the Libraries in or with any software application, program, software routine or file other than the Software.
- 3) Open Sourced images. Some images or files distributed by Transoft may be open-source images or files and identified as such. Use of these open-source images or files is governed by the applicable License terms available from the open-sourced images or file providers.

##### **(b) Consent to Use of Data**

- 1) You agree that Transoft may collect and use technical data and related information, including but not limited to technical information about use of the Software, system, network and application software, and peripherals, that is gathered periodically to facilitate the provision of products, software updates, upgrades, fixes, product support services and other services related to the Software. Transoft may use this information, as long as it is in a form that does not personally identify You, to improve its products, services and technologies or to provide or offer products, services or technologies to its customers.

##### **(c) Online Services**

- 1) The Software may rely upon or facilitate Your access to websites maintained by Transoft or its affiliates or third parties offering products, information, software and services ("Online Services"). Your access to and use of any website or online services is governed by the terms, conditions, disclaimers and notices found on such site or otherwise associated with any such products, information, software or services. Transoft may, at any time, for any reason, modify or discontinue the availability of any website and Online Services. Transoft does not control, endorse, or accept responsibility for websites or Online Services offered by third parties. Any dealings between You and any third party

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(d) Updates

- 1) If Your Software is an upgrade or update to a previous version of Transoft software, You must possess a valid license to such previous version in order to install, access or use such upgrade or update. After You install such update or upgrade, You may continue to use any such previous version in accordance with its end-user license agreement only if (a) the upgrade or update and all previous versions are installed on the same device, (b) the previous versions or copies thereof are not transferred to another party or device unless all copies of the update or upgrade are also transferred to such party or device, and (c) You acknowledge that any obligation Transoft may have to support the previous version(s) may be ended upon the availability of the upgrade or update. No other use of the previous version(s) is permitted after installation of an update or upgrade. Upgrades and updates may be licensed to You by Transoft with additional or different terms.

(e) U.S. Government End-Users

- 1) For purposes of acquisitions by the government of the United States of America, including any division, branch, department, agency, commission, office, unit, or other constituent part of such government which is subject to the provisions of the U.S. Federal Acquisitions Regulation as amended or replaced from time to time (the "U.S. Government"), the Software is commercial computer software as defined in U.S. Federal Acquisitions Regulation ("FAR") Section 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and in U.S. Defense Federal Acquisitions Regulation Section 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation," as applicable, and any successor regulations. Any use, modification, reproduction, release, performance, display, or disclosure of the Software by the U.S. Government must be in accordance with the license rights and restrictions described in these terms.

(f) Use in a Virtualized Environment

- 1) If You use virtualization software to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate Computer Device for the purposes of this Agreement. If You wish to use the Software on more than one Computer Device, You must obtain separate copies of the Software and obtain a separate license for each copy. You acknowledge and understand that content protected by digital rights management technology or other encryption technology may be less secure in a virtualized environment.

6. **LICENSE TERM AND TERMINATION.** Subject to the terms and conditions of this Agreement, the License to use the Software may continue until terminated (for example as a result of the expiry of a designated License term or by the exercise of termination rights pursuant to this Agreement or otherwise at law), unless the Software qualifies as an Evaluation License, or Educational-Institution License, or is designated as a fixed-term license, a limited duration license or a Subscription or Rental License. In such cases, the term of the License (the "Designated Term") shall be the term identified by Transoft in the invoice or quote issued by Transoft to You, identified in applicable User Documentation or the term for which You have paid, whichever is less. If Transoft identifies the Software as licensed for a fixed term, limited duration or rental and does not specify a term, then the Designated Term shall expire ninety (90) days after the date You first install the Software. Use of this Software beyond the applicable License term, or any attempt to defeat the time-control disabling function in the Software is an unauthorized use



and constitutes a material violation and breach of this Agreement and intellectual property laws and an infringement of Transoft's rights. If You breach the terms and conditions of this Agreement, Transoft may terminate this Agreement and any license rights You may have with respect to the Software pursuant to this Agreement without prejudicing any other rights or remedies available to Transoft. Transoft may also terminate this Agreement immediately in accordance with subsection 3(a) . In any event You must destroy and remove all copies of the Software from any Site Server or other Computer Devices. Sections 5 and 6, subsections 3(b), (c), (d), subsections 9(b) and (c) and section 1(a)(5) of Schedule "A" specifically survive termination.

After 90 days of expiry or termination of this Agreement for any reason, Transoft will have the right to delete Your Account and Your Authorized Users' Accounts, Your Profile and all Your Project Data. Within 90 days of expiry of this Agreement, reinstatement of access to Project Data may be subject to an administrative fee.

7. **PROJECT DATA.** You are responsible for the content and safe-keeping of all Project Data. You will secure and maintain all rights in Project Data necessary for Transoft to provide a SaaS Product or Service to You without violating the rights of any third party, and insofar as Project Data includes Personal Data you by entering into this Agreement guarantee that an adequate legal basis for collection and processing of this Personal Data exists. You will indemnify and hold harmless Transoft for any costs, damage and sanctions incurred by Transoft as a result of Your shortcomings under this section. Transoft does not and will not assume any obligations with respect to Project Data or Your use of the Licensed Product other than as set forth in this Agreement or required by applicable law.

Transoft Solutions may use Your Project Data for the purposes of providing You support, addressing technical issues or requests, in order to improve or enhance Transoft's products and services, or when legally obligated, where applicable in accordance with section 11 of this Agreement (Data & Privacy). Transoft Solutions does not monitor Project Data used in its products and services but reserves the right to remove Project Data for any reason. When You provide Your Project Data, You authorize Transoft Solutions to use, reproduce, modify, distribute and make accessible Your Project Data in connection with providing You with products or services and to fulfill Transoft's obligations as permitted by these Terms.

8. **PROHIBITIONS.** In addition to any other provisions of this Agreement,

(a) You must not, and must not permit others to:

- 1) make any copies of the Software for use except as expressly permitted in this Agreement;
- 2) reverse engineer, decompile, or disassemble all or any portion of the Software or transmit or distribute all or any portion of the Software;
- 3) access or use the Software after the expiration or termination of this Agreement without the express written permission of Transoft;
- 4) use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the Software indirectly through a licensed Computer Device; and
- 5) permit Authorized Users to share Accounts, login or password information in respect to Accounts.

(b) You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by international export laws, restrictions or regulations, including but not limited to the *United States Export Administration Act* or any other United States legislation (collectively, the "Export Laws"). In addition, if the Software is identified as an export-controlled item under the Export Laws, You represent and warrant that You are not a citizen of, or located within, an embargoed or otherwise restricted nation and that You

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- (c) You may not rent, lease, sell, sublicense, assign or transfer the Software or Your rights in the Software, or authorize any portion of the software to be copied onto another individual or Entity's Computer Device except as may be permitted in this Agreement. You may, however, permanently transfer all Your rights to use the Software to another individual or Entity provided that: (a) You also transfer (i) this Agreement, (ii) the serial number(s), the Software and all other Software or hardware bundled, packaged or pre-installed with the Software, including all copies, upgrades, updates and prior versions, and (iii) all copies of font software converted to other formats to such individual or Entity; (b) You retain no upgrades, updates or copies including backups and copies stored on a computer and (c) the receiving party accepts the terms and conditions of this Agreement and any other terms and conditions under which You purchased a valid license to the Software. Notwithstanding the foregoing, You may not transfer any Educational-Institution License Type. Prior to a transfer, Transoft may require that You and the receiving party confirm in writing Your compliance with this Agreement, provide Transoft with information about You and the receiving party, and register as end-users of the Software.
- (d) You shall not make any Application Programming Interface (API) of the Software accessible to anyone other than an Authorized User, and will not otherwise expose any API of the Software to any third parties without the express prior written consent of Transoft. You shall hide the API of the Software from anyone other than an Authorized User by obfuscating the byte code class files of the Software.
- (e) The source code of the Software (other than included demonstration code) and design documentation are never considered part of the Software and is neither delivered to You nor under any circumstances licensed to You hereunder.

## 9. COMPLIANCE.

- (a) You are responsible for ensuring that all Authorized Users comply with the terms of this Agreement, and for the security of Accounts and all logins and passwords for such Accounts. You must report any misuse of Accounts to Transoft immediately upon detection.
- (b) You are responsible for ensuring that the Account information entered for You and by Your Authorized Users remains and continues to be true and complete.
- (c) Transoft has the right to verify (electronically or otherwise) Your installation of, access to, and use of any Software, including installation, access and use by Your Authorized Users. As part of any such verification, Transoft or its authorized representative will have the right, on 15 days' prior notice to You, to inspect Your records, systems, and facilities. Additionally, within 15 days of such verification request, You will, if requested, provide copies of all records and other additional information related to Your (including Your Authorized Users') installation of, access to, and use of the Software. If Transoft determines that Your installation, access or use is not in compliance with these terms of this Agreement or any other terms agreed in writing with You, You will promptly remedy the noncompliance, which may include purchasing valid Licenses to bring Your usage into compliance, and pay the reasonable costs of the verification. Failure to remedy noncompliance will result in immediate termination of this Agreement. Transoft reserves the right to seek any other remedies available at law or in equity.
- (d) The Software may include security elements which support the detection of use and copying of Software, and which may report such use and copying to Transoft for the purpose of verifying compliance with the terms of this Agreement. You acknowledge and accept that such data will be reported to Transoft solely for this purpose.

## 10. LIMITED WARRANTIES, DISCLAIMER AND LIMITATION OF LIABILITY.

### (a) Limited Warranties

- 1) Transoft warrants that the Software will perform substantially in accordance with the accompanying written material. This warranty applies for a period of fourteen (14) days for License terms of less than three months, and thirty (30) days for all other License terms, from the date You receive the Software. If the Software does not perform substantially in accordance with the accompanying written material, You may within such 14 day or 30-day period, as the case may be, return the Software together with the accompanying material and proof of purchase (at Your expense) to Transoft for replacement or a full refund of the amounts You paid for the Software (in the currency You used to purchase the applicable License Type). This limited warranty is void if failure of the Software has resulted from abuse, accident, or misapplication on the part of You, any Authorized Users or others for whom You are responsible. Transoft will not be responsible for user error. If Transoft elects to provide a refund rather than replacement then as a condition of the refund to You, You must permanently uninstall and otherwise delete any set up files or copies of the Software, or any parts thereof, from any Computer Devices or any storage media on which You have installed or saved (or permitted to be installed or saved) any set up files or copies of the Software, or any parts thereof, and return satisfactory proof of deletion and all documentation to Transoft.
- 2) Transoft warrants that the Software does not infringe on any third-party Intellectual Property Rights. Transoft will indemnify You from damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a claim against You, provided You (a) promptly give Transoft written notice of the claim against You, and (b) give Transoft sole control of the defense and settlement of the claim against You. If Transoft receives information about an infringement claim, Transoft may in its discretion and at no cost to You (i) modify the Software so that it no longer infringes, without breaching the warranties under this Section (ii) obtain a License for Your continued use of the Software in accordance with this Agreement, or (iii) terminate this Agreement upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a claim against You arises from Your breach of this Agreement.

- (b) The above limited warranties are not restricted to any territory and does not affect any statutory rights You may have from Your reseller or from Transoft if You acquired the Software directly from Transoft. If You acquired the Software or any support services in Australia, New Zealand or Malaysia, You may have the benefit of certain rights and remedies by reason of the *Trade Practices Act* and similar state and territory laws in Australia, the *Consumer Guarantees Act* in New Zealand and the *Consumer Protection Act* in Malaysia in respect of which liability cannot lawfully be modified or excluded. If You acquired Software in New Zealand for the purposes of a business, You confirm that the *Consumer Guarantees Act* does not apply. If You acquired the Software in Australia and if Transoft breaches a condition or warranty implied under any law which cannot lawfully be modified or excluded by this agreement then, to the extent permitted by law, Transoft's liability is limited, at Transoft's option, to (i) in the case of the Software: (a) repairing or replacing the Software; or (b) the cost of such repair or replacement; and (ii) in the case of support services: (a) re-supply of the services; or (b) the cost of having the services supplied again.

### (c) Disclaimer

- 1) YOU ACKNOWLEDGE AND AGREE THAT EXCEPT FOR THE LIMITED WARRANTY AS SET OUT IN SUBSECTION 10(a)(1), TRANSOFT MAKES NO WARRANTY, REPRESENTATION OR

**GUARANTEE, EXPRESSED, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE WHETHER AS TO THE ACCURACY, RELIABILITY, SUITABILITY, FUNCTION, OR RESULTS DERIVED FROM THE SOFTWARE OR OTHERWISE WHATSOEVER AND TRANSOFT SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither the Software nor anything contained in the User Documentation or other accompanying written materials shall constitute or expand any warranty or guarantee other than the warranty set out in subsection 10(a)(1).**

(d) **Limitation of Liability**

- 1) In no event shall Transoft or its affiliated companies, directors, employees, and contractors (its "Representatives") be liable for any indirect, special, incidental, economic or consequential damages or any damages arising from use or inability to use the Software by You, any Authorized Users or others claiming by or through You or for any loss or damage whether caused or alleged to be caused, directly or indirectly, by the Software, the User Documentation, or any program or other materials, regardless of the nature of the claim, including, but not limited to, any interruption of service, loss or interruption of business or anticipated profits, lost savings, costs of delay, damages related to or arising from loss or corruption of data, documentation or information, any liabilities to third parties arising from any cause, or any other incidental, special, punitive or consequential damages resulting from the access to, use or operation of this Software or the inability to use or operate the Software, even if caused by the negligence of Transoft or its Representatives and even if Transoft had the knowledge or notice of the possibility of such liability, loss, or damage. All computer program results require professional interpretation and Transoft makes no warranty for results obtained by using the Software. Any liability of Transoft or its Representatives is limited exclusively to product replacement of the Software and accompanying material or refund of the amount paid (at the option of Transoft) in accordance with Section 10(a). If, despite the foregoing limitations, for any reason Transoft or its Representatives become liable to You for any damages incurred in connection with the Software, the User Documentation, this Agreement or otherwise, then, the aggregate liability of Transoft and its Representatives for any and all damages, injury and liability shall be limited to an amount equal to the amount actually paid (in the currency used to purchase) by You for the Software.
- 2) The Software is not designed nor intended for use or resale as any part of a control system in environments requiring error-free performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage. Accordingly, Transoft and its Representatives specifically disclaim any express or implied warranty of fitness for use in any such environments requiring error-free performance.
- 3) In no event shall the liability of Transoft or its Representatives exceed the amount paid by You (in the currency used to purchase) for the Software.
- 4) Notwithstanding any other provision in this Agreement to the contrary, the license fee amount paid by You in respect of the Software does not include any consideration for assumption by Transoft of the risk of indirect, consequential or incidental damages which may arise in connection with the use or operation of, (or inability to use or operate) the Software by You or the results of the use of the Software or any accompanying documentation or materials. The essential purpose of this provision is to limit Transoft's potential liability arising out of this Agreement.
- 5) You acknowledge that the limitations set forth in this section 10 are integral to the license fee amount charged to You in connection with the Software and that if Transoft were to assume any further liability other than as set forth herein, the license fee or other amounts charged to You would of necessity be set substantially higher. Transoft's pricing reflects this allocation of risk and the limitation of liability specified herein and You

acknowledge and agree that the provisions of this Agreement represent a fair and reasonable allocation of the risks between Transoft and You.

- 6) Some jurisdictions restrict or do not allow the exclusion or limitation of implied warranties or the limitation of remedies or recovery of incidental or consequential damages, and to the extent of such limitations the foregoing disclaimer and limitations may not apply and other remedies may be available to You under certain laws. Nothing in this Agreement is intended nor meant to violate any statutory rights that individual consumers may have pursuant to local laws.

## 11. DATA AND PRIVACY.

- (a) As part of the performance of this Agreement Personal Data will be collected and processed. The lawful grounds for collecting Personal Data are primarily performance of this Agreement and the legitimate interest of the controller in connection with the performance of this Agreement. Insofar as necessary, by entering into this Agreement, it is also agreed that you freely give your consent to the data collection and processing specifically referred to in this Agreement and Transoft's privacy policy (annexed as Schedule D) ("Transoft's Privacy Policy"), on the understanding that Transoft will honor the privacy of the concerned data subjects and that collection and processing of Personal Data will be performed in accordance with the applicable data protection regulations.
- (b) Personal Data collected includes data required to set up an Account for an Authorized User, which may include name, email address, phone number, business address and password.
- (c) Furthermore, the Software uses features such as Internet Protocols which send to Transoft computer information, such as Internet protocol address, MAC Address, the type of operating system, browser and name and version of the Software in use, and the language code of the computer where the Software was installed. Transoft uses this information to enhance the Software and its related updates (in addition to the purposes described in section 5(b) (Consent to Use of Data) above).
- (d) Transoft may collect the data listed in sub-sections 9(c) and (d) as well as the data listed in section 11(c) to verify compliance with the terms of this Agreement, also if this involves the collection of Personal Data, provided that the principles of purpose limitation and data minimization are adhered to.
- (e) Other data may be requested from the Authorized User to determine usage behavior or for the purposes of improving the Software.
- (f) More detailed information about the purposes, methods, safeguards and exchange of Personal Data, including the procedure under which data subjects can obtain information about Personal Data collected about them, is laid down in Transoft's Privacy Policy, which is attached to this Agreement as Schedule D. Transoft's Privacy Policy is a document reflecting the legal obligations of Transoft as a data controller (and insofar as applicable: data processor) and has as its main objective to inform the concerned data subjects in accordance with the applicable data protection regulations. The current version can always be found at <https://www.transoftsolutions.com/privacy/>.
- (g) By accepting this Agreement, You agree that Transoft may disclose to prospective or existing customers of Transoft that You have licensed the Software from Transoft.

## 12. GENERAL.

- (a) The applicable law governing all claims or disputes under this Agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, unjust enrichment and in tort is **as follows:**

- 1) If You reside in the United States of America, the applicable law governing this agreement is the law of the State of California.
- 2) If You reside in a country that is a member state of the European Union or elsewhere within EMEA, the applicable law governing this Agreement is the law of the Netherlands.
- 3) If You reside in Australia or New Zealand or elsewhere within APAC, the applicable law governing this Agreement is the law of Australia.
- 4) If You reside in the United Kingdom, the applicable law governing this Agreement is the law of the United Kingdom
- 5) If You reside in any state or country not mentioned in paragraphs (1) to (4) above, the applicable law governing this Agreement is the law of the Province of British Columbia and the laws of Canada applicable therein.

This Agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Software. This Agreement does not change those other rights if the laws of Your state or country do not permit it to do so.

- (b) If You purchased this product in Canada, You agree to the following: This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.
- (c) In the event of any conflict between the English language version and any other language version of this Agreement, the English language version shall prevail.
- (d) To the maximum extent permitted by applicable law, You agree with Transoft that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended or replaced, or as it may have been or hereafter may be in effect in any jurisdiction shall not apply to this Agreement.
- (e) If and to the extent any provision of this Agreement is held to be illegal, invalid, or unenforceable in whole or in part under applicable law, then such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is held to be illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability in that jurisdiction but shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties expressed in this Agreement. The illegality, invalidity, or unenforceability of any such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of any other provision of this Agreement or in any other jurisdiction.
- (f) You agree that: (1) the Software and all related documentation, information and materials received by You from Transoft under this Agreement may contain information that is the confidential property of Transoft or its licensors; (2) all ideas, algorithms, techniques, methods and processes used in the Software are and will be treated as the confidential property of Transoft or its licensors; (3) You will exercise all reasonable efforts to safeguard the confidentiality of all of the foregoing; and (4) none of the foregoing nor any part thereof may be duplicated or in any way disclosed to others, or used in whole or in part, other than described in sections 3 and 4 and the portions of Schedules A and B that apply to the License Type purchased by You. You agree to indemnify Transoft or its licensors for all damages, costs and expenses (including court costs and reasonable legal fees and costs) incurred by Transoft or its licensors in connection with any failure of You or employees or agents of You to comply with the obligations of You under this section. The obligations of You previously set out in this section, however, will not apply to confidential property which (i) is now or hereafter becomes publicly known; (ii) is disclosed to You by a third party which You had no reason to believe was not legally entitled to disclose such information; (iii) is known by You prior to

receipt by You of the confidential property; (iv) is subsequently developed by You independently of any disclosures made by Transoft; or (v) is disclosed with Transoft's express written consent.

- (g) The parties agree to treat as confidential the terms of this Agreement (including the Schedules) and the parties agree to use their reasonable efforts to prevent disclosure thereof to any third party except with the prior written consent of the other party, or as required by law. This obligation of confidentiality shall extend for a period of one (1) year following termination or expiration of this Agreement. Notwithstanding the generality of the foregoing, either party may disclose the existence of this Agreement and may disclose the financial and other terms of this Agreement to its employees, consultants, accountants, lawyers and other professional advisors, third party lenders or others who have (1) a reasonable commercial need to know the terms of this Agreement; and (2) a duty or contractual obligation to maintain the confidentiality of this Agreement and its terms.
- (h) This Agreement and the accompanying User Documentation constitute the entire agreement between You and Transoft for the use of the Software by You and supersede any other previous or contemporaneous communications, agreements and representations with respect to the Software (including any advertising or other promotional material).
- (i) Except as otherwise expressly authorized or published by Transoft, any modifications to this Agreement shall be invalid and ineffective unless made in writing and duly signed or otherwise expressly approved by Transoft.

### 13. COUNTRY-SPECIFIC TERMS.

- (a) Notwithstanding the other terms of this Agreement, if Your principal place of business is in (or, if You are an individual, You are a resident of) a country or jurisdiction identified below, the terms set forth below for such country or jurisdiction will apply to You:

1) **Member States of the European Union.** The following provision may apply to You depending on Your circumstances:

- (i) If You acquired Your License in a member country of the European Union or the European Free Trade Association, the applicable "Territory" for such License is all the countries of the European Union and the European Free Trade Association.
- (ii) If Your principal place of business is in (or, if You are an individual, You are resident of) a Member State of the European Union and there are any court proceedings in a Member State between You and a third party relating to the use of an Offering, (i) You will inform Transoft promptly in writing of such court proceedings, and (ii) You will not serve Transoft with a third party notice regarding such proceedings unless Transoft requests in writing that You do so.
- (iii) If Transoft assigns or otherwise transfers these Terms, Transoft will ensure that the assignment or other transfer does not prejudice Your rights under these Terms. You may request Transoft's consent to the assignment or other transfer by You of these Terms and Your rights and obligations under these Terms. Any such consent by Transoft will be subject to demonstration by You that the transferee will comply with these Terms, that You will remain responsible for such compliance, and that You will no longer have any access to or use of any License granted herein.
- (iv) Also, nothing in these Terms purports to restrict or exclude (1) Transoft's liability for death or personal injury caused by Transoft's negligence or (2) statutory liability for products under the statute of a Member State of the European Union (e.g., the German Product Liability Act).

- (v) In addition, notwithstanding any limitations on Territory in these Terms, these Terms do not limit cross-border access or use (such as access or use in one Member State of the European Union of Offerings purchased in another Member State of the European Union) that is expressly authorized by applicable law.

2) **Australia.** The following provision may apply to You depending on Your circumstances:

- (i) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (ii) In addition to Your other rights and remedies under law in relation to the Licenses, Licenses that are legitimately purchased also come with a 90-day limited warranty as set out in these Terms. If a License does not provide the general features and functions described in the Documentation in the 90-day period after delivery to You, please contact Transoft with details of Your product, serial number, place of purchase, details of the defect and Your return contact details.
- (iii) DESPITE ANYTHING ELSE IN THESE TERMS, IF ANY LICENSED SOFTWARE IS SUBJECT TO THE MANDATORY WARRANTIES OR GUARANTEES OF THE COMPETITION AND CONSUMER ACT (CTH) OR OTHER APPLICABLE LAW IN AUSTRALIA (THE "LAW"), AND SUCH LAW PERMITS TRANSOFT TO LIMIT ITS LIABILITY FOR BREACH OF THESE WARRANTIES OR CONDITIONS, THEN TRANSOFT'S LIABILITY FOR BREACH OF ANY SUCH WARRANTY OR GUARANTEE WILL BE LIMITED AT TRANSOFTS OPTION TO THE REPAIR, REPLACEMENT OR REPERFORMANCE (OR THE COST OF DOING SO) OF THE RELEVANT OFFERING.

3) **United Kingdom.** The following provision may apply to You depending on Your circumstances:

- (i) Transoft does not exclude liability for death or personal injury resulting from the negligence of Transoft, or from damage caused by a defect in the Software within the meaning of Part 1 of the *Consumer Protection Act 1987*, to which no limit applies but subject thereto:
  - (I) Transoft's total liability, whether in contract, tort or otherwise howsoever, for any damage, loss liability or expenses suffered or incurred by You, or by any other person, arising directly or indirectly out of the provision or use of the Services, will not exceed a sum equal to the total annual amounts invoiced and received by Transoft Solutions under this Agreement, at the date of the applicable claim.
  - (II) Transoft will not be liable for any indirect or consequential damages or losses of any kind howsoever arising.
  - (III) Transoft's liability under sections 10 and 13 of this Agreement will be in lieu of and to the exclusion of all conditions warranties and representations, expressed or implied, statutory or otherwise as to the quality, fitness, suitability or performance of the services, or any part thereof.
  - (IV) Transoft will not be liable, nor deemed to be in default, for any delay or failure in performance under this Agreement, or interruption of the Services due to cause beyond Transoft's reasonable control.
  - (V) Nothing herein will affect the statutory rights of the consumers in "Consumer transaction" under any applicable statute.



- 4) **Mainland China, Hong Kong SAR, Macau SAR and Taiwan.** The following provision may apply to You depending on Your circumstances:
- (i) If You acquired Your License in mainland China, the “Territory” for such subscription is Mainland China. Likewise, if You acquired Your subscription in Hong Kong SAR, the “Territory” for such subscription is Hong Kong SAR; if You acquired Your subscription in Macau SAR, the “Territory” for such subscription is Macau SAR, and if You acquired Your subscription in Taiwan, the “Territory” for such subscription is Taiwan.

## SCHEDULE "A"

### LICENSE TYPES

#### 1. LICENSE TYPE AND SCOPE OF LICENSE.

(a) **All License Types.** The following provisions apply to each License Type:

- 1) Unless (a) otherwise expressly identified in the invoice or quote issued by Transoft to You and paid by You; or (b) Transoft expressly specifies in writing or agrees otherwise in the User Documentation, all Software shall be governed solely by a Single User License Type. If You are uncertain about the Scope of License, the number of permitted users or have other inquiries, kindly contact Transoft or see the licensing information in the Software.
- 2) You are permitted to make one copy of the Software for back-up or archival purposes only. **This provision does not apply to SaaS or online-only offerings.**
- 3) Unless Transoft expressly specifies in writing or agrees otherwise in the User Documentation, You are permitted to use, access and activate a copy of the Software only in the Zone in which You have acquired the Software. **This provision does not apply to SaaS or online-only offerings.**
- 4) The Software may be used by You for Your internal business needs but must not be rented, leased, shared or made available for access or use by anyone other than Authorized Users which access and use shall be subject to and otherwise strictly in accordance with the Scope of License that You have purchased.
- 5) Except as otherwise expressly permitted pursuant to the Scope of License that You have purchased, no Transfer is permitted and You are not permitted to make, grant, execute, enter into, consent to, or allow any Transfer without the prior express written consent of Transoft. If any Transfer occurs in breach of this Agreement, Transoft shall have the right to terminate any rights for use of the Software and any other rights granted to You pursuant to this Agreement immediately on notice to You. Notwithstanding termination of any rights to use the Software or termination of any other rights granted to You pursuant to this Agreement, You remain obligated to perform and comply with all terms and conditions of this Agreement.
- 6) The term of the License Type issued to You will be either Subscription, Perpetual or Rental as indicated on the quote provided to You.
- 7) In addition to the terms specified in this section 1(a) of this Schedule "A" and in respect of specific license types detailed below, certain additional "Special Terms" shall apply to individual products, or the delivery of Licenses and Services in certain regions, which Special Terms shall be provided to Licensees at the time of purchase, and which shall be maintained online at [www.transoftsolutions.com/sla/specialterms](http://www.transoftsolutions.com/sla/specialterms).

(b) **Single User License.** If You have purchased and paid for a "Single User License" or if the invoice or quote issued to You by Transoft does not identify the Software by any other License Type then in addition to the rights and obligations set out in section 1(a) of this Schedule "A":

- 1) Transoft grants You the non-exclusive, non-transferable, non-assignable and limited right to install, access and use one copy of the Software for one Authorized User on a single Computer Device only, which Computer Device must not be connected to a network in a manner that allows anyone other than one Authorized User to access or use a copy of the Software at any time.
- 2) You are not permitted to install or operate the Software on a server, on a network or on more than one Computer Device any time. You may transfer the Software to another

Computer Device owned by You provided that You permanently uninstall and otherwise delete the setup files from the original Computer Device, and the original delivery medium containing the Software, all copyrights notices and a copy of this Agreement are transferred to that other Computer Device and You otherwise comply with all other terms and conditions of this Agreement.

- 3) You must put in place mechanisms to allow only one Authorized User to access or use a copy of the Software at any time and restrict access only as expressly permitted pursuant to this Agreement so that no more than one Authorized User may access or use a copy of the Software at any time.
- (c) **User Subscription License.** If You have purchased and paid for a “User Subscription License”, then in addition to the rights and obligations set out in section 1(a) of this Schedule “A”:
- 1) Transoft grants You the non-exclusive, non-transferable, non-assignable and limited right to install the Software on Your Computer Devices for access and use by Authorized Users that have created an Account and been assigned a User Subscription to a License.
  - 2) Authorized Users may only access the Software through their Accounts. Authorized Users are required to set up Accounts and to create confidential login IDs and passwords. Authorized Users may be required to log in to their Accounts to use the Software.
  - 3) Internet access may be required to validate a User Subscription License and/or an Authorized User and to provide access to online services for downloads, installs or updates, all without further notice to You. Internet access is not included in the Software.
  - 4) You will have access to a user portal through which You may manage Authorized Users access to Software and such other features and benefits advised to You by Transoft from time to time. This may include a free Evaluation License.
  - 5) You will have full access to the Maintenance Services and Technical Product Support as specified in Schedule “B” (Maintenance Assurance Program) subject to the terms and conditions in Schedule “B”, for the period up to the Expiration Date (and for the purposes of this Schedule “A”, “Expiration Date” has the meaning set out in Schedule “B” (Maintenance Assurance Program”) to this Agreement).
  - 6) You will receive access to any new versions of the Software. Such new versions will be made available for download and installation through the user portal.
  - 7) The maximum number of Authorized Users will be as identified in the invoice or quote issued to You by Transoft.
  - 8) The term of a User Subscription License will be indicated by the Expiration Date and noted on the invoice for Your purchase of the said User Subscription License. If a User Subscription License is not renewed before the end of this term, You will immediately lose access to the Software at the end of this term.
  - 9) The number of User Subscription reassignments will be limited to the number indicated on Your quote or in Your Agreement.
  - 10) The Zone of a User Subscription License is considered as global and may be accessed worldwide without geographic restrictions (other than as provided in the generally applicable prohibitions and compliance obligations, duties and responsibilities set out in this Agreement, including without limitation the prohibitions, obligations, duties and responsibilities set out in sections 8 and 9 of this Agreement).

- 11) If the User Subscription License is replaced by a successor or substitute Subscription then the new subscription will be subject to such terms as set out in the new User Subscription License.
- (d) **Site License.** If You purchased and paid for a single “Site License”, then in addition to the rights and obligations set out in section 1(a) of this Schedule “A”:
- 1) Transoft grants You the non-exclusive, non-transferable, non-assignable and limited right to install the License Server and associated Licenses on a single Central Server for access and use by the Authorized Users at an Authorized Site as identified in the invoice or quote issued to You by Transoft.
  - 2) You are not permitted to install or operate the License Server and associated Licenses on more than one Server or any other computer system at any time nor to permit the Software to be accessed or used remotely at any Site or other location other than the Authorized Site except as expressly permitted by this Agreement.
  - 3) You may transfer the License Server and associated Licenses to another Site owned by You (which will then become the Central Server) provided that (a) You notify Transoft of the civic address of the new Central Server; (b) You permanently uninstall and otherwise delete the setup files from the original installation at the original Site; (c) the original delivery medium containing the Software, all copyright notices and a copy of this Agreement are transferred to and used exclusively on a Central Server located at that other Site; and (d) at no time is the Software used or installed on more than one Site Server or at more than one Central Server at any one time.
  - 4) Only Authorized Users at Authorized Sites may operate the Software at any one time. If the number of Computer Devices connected at any time to the License Server is greater than the number of Concurrent Seats then You must put in place mechanisms to restrict the number of Computer Devices that have access to the Software to a number that is no more than the number of Concurrent Seats and otherwise restrict access only as expressly permitted pursuant to this Agreement and the Scope of License You have purchased or You must immediately arrange and pay Transoft for license rights to include additional Concurrent Seats in accordance with Transoft’s then current licensing and payment terms.
  - 5) A Site License does not permit access to or use of the Software via a wide area network, whether via external telephone communications, cable connections, wireless communications or otherwise. A Site License does permit access via cable connections or wireless network connections provided that access is restricted to the number of Concurrent Seats while located within a geographic proximity to the Authorized Site which is no more than 5 kilometers or the equivalent distance calculated in miles.
- (e) **Multi-Site License.** If You purchased and paid for a “Multi-Site License”, then in addition to the rights and obligations set out in section 1(a) of this Schedule “A”:
- 1) You may install one (1) copy of the License Server and associated Licenses on one (1) Central Server located at the Central Site identified in the invoice or quote issued to You by Transoft.
  - 2) You may only permit an Authorized Number of Site Users to access and use the Software from an Authorized Site as identified in the invoice or quote issued to You by Transoft.
  - 3) The Software may be accessed by Computer Devices provided that no more than the number of Concurrent Seats may operate the Software at any one time. If the number of terminals plus the number of Computer Devices is greater than the Authorized Number, then You must put in place mechanisms to restrict access to the Software so that the number of terminals that have access to the software at each Authorized Site does not exceed the maximum number of Authorized Users permitted to access and use the Software for each

respective Authorized Site applicable to the Multi-Site License that You have purchased. You must otherwise restrict access and use in order to comply with this Agreement and the Scope of License You have purchased.

- (f) **Zone License.** If You purchased and paid for a “Zone License”, then in addition to the rights and obligations set out in section 1(a) of this Schedule “A”:
- 1) Unless otherwise expressly agreed to in writing by Transoft, You may install one (1) copy of the Software on one (1) Zone Server located within the Zone identified in the invoice or quote issued to You by Transoft.
  - 2) Within the Authorized Zone You may permit the Authorized Users to access and use via a Zone Server the Software as identified in the invoice or quote issued to You by Transoft.
  - 3) If the number of Computer Devices is greater than the total number of Zone Users, then You must put in place mechanisms to restrict access to the Software so that the number of Computer Devices that have access to the Software does not exceed the total number of Zone Users or You must immediately arrange and pay Transoft for license rights to include additional Zone Users in accordance with Transoft’s then current licensing and payment terms. You must otherwise restrict access and use in order to comply with this Agreement and the Scope of License that You have purchased.
- (g) **Global License.** If You purchased and paid for a “Global License”, then in addition to the rights and obligations set out in section 1(a) of this Schedule “A”:
- 1) You may exercise the same rights and be subject to the same obligations as are applicable for a Zone License except that the meaning of “Zone” shall be worldwide without geographic restrictions (other than as provided in the generally applicable prohibitions set out in section 8 of this Agreement).
- (h) **Network Subscription License.** If You purchased and paid for a “Network Subscription License”, then in addition to the rights and obligations set out in section 1(a) of this Schedule “A”:
- 1) You may install one (1) copy of the Software on one or more Zone Servers located within the Zone identified in the invoice or quote issued to You by Transoft.
  - 2) Within the Authorized Zone You may permit the Authorized Users to access and use via a Zone Server the Software as identified in the invoice or quote issued to You by Transoft.
  - 3) If the number of Computer Devices is greater than the total number of Zone Users, then You must put in place mechanisms to restrict access to the Software so that the number of Computer Devices that have access to the Software does not exceed the total number of Zone Users or You must immediately arrange and pay Transoft for license rights to include additional Zone Users in accordance with Transoft’s then current licensing and payment terms. You must otherwise restrict access and use in order to comply with this Agreement and the Scope of License that You have purchased.
  - 4) You will have full access to the Maintenance Services and Technical Product Support as specified in Schedule “B” (Maintenance Assurance Program) subject to the terms and conditions in Schedule “B”, for the period up to the Expiration Date (and for the purposes of this Schedule “A”, “Expiration Date” has the meaning set out in Schedule “B” (Maintenance Assurance Program)) to this Agreement).
  - 5) You will receive access to any new versions of Software. Such new versions will be made available for download and installation through the user portal.

- 6) The term of a Network Subscription License will be indicated by the Expiration Date and noted on the Invoice for Your purchase of the said User Subscription License. If a Network Subscription License is not renewed before the end of this term, You will immediately lose access to the Software at the end of this term.
- (i) **Educational-Institution License.** If You purchased and paid for an “Educational-Institution License” then in addition to the rights and obligations set out in section 1(a) of this Schedule “A” and subject to the limitations set out in this Section 1(i):
    - 1) You may exercise the same rights and will be subject to the same obligations as are applicable for a Site License, except as provided in this Section 1(i) of this Schedule “A”.
    - 2) The Software shall be installed, accessed, or used only for educational and instructional purposes and for no other purpose whatsoever. For greater certainty, an Educational-Institution License Type does not permit You, any Authorized Users or others claiming by or through You to access or use the Software for any commercial, resale, or for-profit purposes.
    - 3) The term of license for permitted access and use of the Software by You and the Site Users shall be limited to a term of one (1) year from the date of delivery of the Software to You unless this license is renewed in accordance with Transoft’s then current policies for Educational-Institution Licenses or Transoft otherwise expressly agrees in writing with You.
  - (j) **Evaluation License.** If Transoft identifies the Software as an “Evaluation License” (which may also be identified as “Trial”, “Demonstration” or “Demo”, or “Pre-release”, or “Not for Resale” or “Free Subscription”) in the quote issued to You by Transoft or otherwise in applicable User Documentation, then in addition to the rights and obligations set out in section 1(a) of this Schedule “A” and subject to the limitations set out in this Section 1(j):
    - 1) You may temporarily exercise the same rights and be subject to the same obligations as are applicable for a Site License, except as restricted or otherwise provided in this Section 1(i) of this Schedule “A”.
    - 2) You may install and access one copy of the Software only for the purpose of Your own internal temporary testing, evaluation and demonstration and access or use of the Software by You is restricted to these limited purposes. For greater certainty, You are not permitted to access or use the Software to perform work or services for any other person nor for any other commercial, professional, resale or other for-profit purpose.
    - 3) The Software may only be installed, used and accessed for a maximum seven (7) day evaluation period calculated from the date the Software is delivered to You, unless otherwise specified or agreed by Transoft in writing.
    - 4) The maximum number of Authorized Users will be 1 (unless otherwise expressly provided for in an invoice or quote issued to You by Transoft).
  - (k) **SaaS Subscription License.** If Transoft identifies the Software as a “SaaS Product or Service”, or a “SaaS Subscription Feature” in the quote issued to You by Transoft or otherwise in applicable User Documentation, then in addition to the rights and obligations set out in section 1(a) of this Schedule “A” and subject to the limitations set out in this section 1(k):
    - 1) Transoft grants You the non-exclusive, non-transferable, non-assignable and limited right to use the Software for access and use by Authorized Users that have created an Account and been assigned a User Subscription to a SaaS Subscription License.
    - 2) Authorized Users may only access the Software through their Accounts. Authorized Users are required to set up Accounts and to create confidential login IDs and passwords. Authorized Users may be required to log in to their Accounts to use the Software.

- 3) Internet access may be required to provide access to the products, services or features, all without further notice to You. Internet access is not included in the Software.
- 4) You will have full access to the Maintenance Services and Technical Product Support as specified in Schedule "B" (Maintenance Assurance Program) of this Agreement subject to the terms and conditions in Schedule "B", for the period up to the Expiration Date.
- 5) You will receive access to any new versions of Software. New versions will be periodically deployed without requiring any further consent by You. Existing functionality, content or services may be modified or removed over time. If it is reasonably determined that a change to the Software makes it unusable to You, refunds or reimbursements will be given at the sole discretion of Transoft.
- 6) The maximum number of Authorized Users will be as identified in the invoice or quote issued to You by Transoft or Transoft's authorized reseller.
- 7) The term of a SaaS Subscription License will be indicated by the Expiration Date noted on the invoice for Your purchase of the said SaaS Subscription License. The term may alternatively be identified by a term length and the Expiration Date will be determined based on adding the term length to the date of the invoice. If a SaaS Subscription License is not renewed before the end of this term, You and Your Authorized Users will immediately lose access to the Software at the end of this term.
- 8) If the SaaS Subscription License is replaced by a successor or substitute Subscription then the new Subscription will be subject to such terms as set out in the new SaaS Subscription License.

## SCHEDULE "B"

### MAINTENANCE ASSURANCE PROGRAM

This Maintenance Assurance Program regulates the provision of Maintenance Services and Technical Product Support to be provided by Transoft to You (the "Licensee").

#### WHEREAS:

- A. Transoft and the Licensee have entered into one or more software license agreements (the "SLA") for the use of certain software owned by Transoft and licensed to the Licensee (the "Licensed Software").
- B. Pursuant to the terms and conditions of this Program, Transoft proposes to provide Maintenance Services and Technical Product Support (as defined below) to the Licensee with respect to the Licensed Software.
- C. Section references in this Schedule B relate to those Sections as set out within this Schedule B (unless otherwise indicated).

TRANSOFT AND THE LICENSEE agree as follows:

In this Schedule B:

#### 1. DEFINITIONS

- a) **"Annual Fee"** means the fee payable by the Licensee to Transoft on account of:
  - i) Services performed during the Initial Term as determined in accordance with the Quote provided in Section 3(f)(i); or
  - ii) Services performed during a Renewal Term as determined in accordance with the Quote provided in Section 4(a)(i);
- b) **"Automatic Renewal Option"** means an option selected by the Licensee in a purchase order pursuant to Section 3(b)(i) indicating that the Licensor has elected to have a Renewal Term automatically take effect;
- c) **"Documentation"** means documentation with respect to the Licensed Software provided to the Licensee pursuant to the SLA;
- d) **"SLA"** has the meaning set out in Recital A above;
- e) **"Expiration Date"** means (except in the case of an Automatic Renewal Term) the date on which the Initial Term or a Renewal Term, as applicable will expire, which date will be:
  - i) the last day of the duration of the term as set out pursuant to section 3(a)(iii) or 4(b)(ii); or
  - ii) if no date is set out pursuant to sections 3(a)(iii) or 4(b)(ii), that day which is one year from the commencement date of the Initial Term or the Renewal Term, as applicable;
- f) **"Initial Term"** has the meaning set out in section 4(a);
- g) **"Late Renewal Fee"** means the amount added to the Renewal Fees applicable to the Renewal Term, as determined pursuant to section 4(b)(i), if such Annual Fees are not paid by the commencement of the Renewal Term, such Late Renewal Fee is comprised of the sum of:



- i) \$100 (or the equivalent in the currency in which the Licensee is invoiced converted from Canadian dollars at the average exchange rate of the previous year as determined by the Bank of Canada, rounded to the nearest integer) or 10% of the Renewal Fee, whichever is greater; and
- ii) If the Renewal Fee plus the amount set out in sub-section 1(g)(i) has not been fully paid within 30 days after the commencement of the Renewal Term, an additional amount of 1/12<sup>th</sup> of the Renewal Fee multiplied by the number of months after the commencement of the Renewal Term, plus 10%;
- h) **“Maintenance”** means the provision of Maintenance Services and Technical Product Support during the Maintenance Term to Licensees in accordance with the provisions of this Schedule B;
- i) **“Maintenance Services”** means the right to install and use Updates or Upgrades of the Licensed Software, provided that prior to use of any new version of the Licensed Software, the Licensee will enter into a new SLA with respect to any new version of the Licensed Software;
- j) **“Maintenance Term”** means the Initial Term or the Renewal Term, as the case may be;
- k) **“Quote”** means a quote provided in accordance with section 3(a) with respect to the Annual Fees payable by the Licensee during the Initial Term or in accordance with section 4(b)(i) with respect to the Annual Fees payable by the Licensee during a Renewal Term;
- l) **“Renewal Fee”** means the Fees applicable to the Renewal Term, as determined pursuant to section 4(b)(i);
- m) **“Renewal Term”** means any renewal term pursuant to section 4(c);
- n) **“Retired Version”** means a version of the Licensed Software which is no longer supported by Transoft (as determined by Transoft in its discretion);
- o) **“Sales Taxes”** means, where applicable such sum as will be levied upon the Annual Fee or Renewal Fee, Supplemental Fees or any other fees payable pursuant to this Schedule B by the Federal or any Provincial or Territorial Government and is computed as a percentage of the fees and includes Goods and Services Tax, Harmonized Sales Tax and any similar tax, the payment or collection of which, by the legislation imposing such tax, is an obligation of Transoft;
- p) **“Service Hours”** means regular business hours in the respective jurisdiction where the Licensee is located, which can be found at the following URLs:
  - i) for Licensees in North and South America:  
<https://www.transoftsolutions.com/technical-support/>;
  - ii) for Licensees in the Europe, Middle East and Africa:  
<https://www.transoftsolutions.com/emea/technical-support/>;
  - iii) for Licenses in the UK: <https://www.transoftsolutions.com/uk/technical-support/>;
  - iv) for Licensees in Australia, New Zealand and Asia Pacific:  
<https://www.transoftsolutions.com/au/technical-support/>;Provided that the foregoing URLs are subject to change from time to time at Transoft’s sole discretion;
- q) **“Services”** means the Technical Product Support and the Maintenance Services and does not include the Supplemental Services;

- r) **“Supplemental Fee”** means the fee payable to Transoft by the Licensee for Supplemental Services in accordance with section 2(c);
- s) **“Subversion”** means the minor (second) version number of the Licensed Software at the time of its release, for example 10.1.2.66, in which case the subversion number is 1;
- t) **“Supplemental Services”** means Transoft providing the following:
  - i) Services which are required at any time outside of the Service Hours for the jurisdiction where the Licensee resides;
  - ii) on-site support or training services;
  - iii) issues or errors resulting from the negligence, error, or omission of the Licensee or its agents, employees, contractors, or representatives;
  - iv) issues resulting from hardware malfunction;
  - v) troubleshooting issues resulting from incorrect or unsupported configuration of the hardware, operating system, or network on which the Licensed Software is operating;
  - vi) troubleshooting issues that do not impair or affect the operation of the Licensed Software;
  - vii) support for Licensed Software which is being used on hardware or an operating system other than those specified by Transoft for use with the Licensed Software;
  - viii) support for anything other than the Licensed Software, including any software that is being used in combination with the Licensed Software;
  - ix) customization of the Licensed Software, including any changes that are not already included in an Update or Upgrade; customization includes but is not limited to bespoke functions requested by a customer or the expediting of functionality development for a customer as decided by Transoft; and
  - x) delegated front-line support on behalf of the Licensee’s support function, or first-line support for the Licensees’ users, which support should ordinarily be provided by the Licensee’s own support function, including but not limited to multiple installations for users within a networked environment;
- u) **“Technical Product Support”** means Transoft providing routine telephone and email support to provide the following technical product support services:
  - i) proposed corrections for software error messages;
  - ii) explanation of functions and features of the Licensed Software;
  - iii) explanation of the Documentation; and
  - iv) guidance in the operation of the Licensed Software;
- v) **“Update”** means a minor release of the Licensed Product that may occur between Upgrades in which the Version and Subversion number do not change. This includes, without limitation, among others patches, bug fixes, minor functionality enhancements and changes to documentation, if and when made available to You by Transoft and determined by Transoft to constitute an Update;

- w) **“Upgrade”** means a new release of the Licensed Product which includes, without limitation, among others a change to the Version and/or Subversion number, if and when made available to You by Transoft and determined by Transoft to constitute an Upgrade; and
- x) **“Version”** means the major (first) number of the Licensed Software at the time of its release, for example 10.1.2.66, in which case the version number is 10.

## 2. SERVICES AND SUPPLEMENTAL SERVICES

- a) **Services.** During the Maintenance Term, Transoft will provide the Services (as defined in Section 1(q) above) during the Service Hours in accordance with the terms of this Schedule B.
- b) **Exclusion.** Notwithstanding section 2(a) of this Schedule B, Transoft will have no obligation to provide the Services if:
  - i) the version of the Licensed Software for which support is requested by the Licensee is older than one Version prior to the latest Version released by Transoft, or older than three years, whichever is shorter;
  - ii) the Licensee is using a Retired Version;
  - iii) the Licensee has modified the Licensed Software in any way;
  - iv) the Licensee has any issues which are impacting the operation of the Licensed Software, including, but not limited to defective hardware, viruses, and network problems;
  - v) the Licensee is not using the Licensed Software with hardware and/or an operating system which are compatible with the Licensed Software, as specified in the SLA or in other materials or documentation provided by Transoft;
  - vi) in the opinion of Transoft, the Licensee has not complied with its obligations pursuant to section 5(a);
  - vii) the Licensee has failed to make payment to Transoft of any amount owing to Transoft in accordance with the terms of this Schedule B; or
  - viii) the Licensee is unable to (i) provide a valid license number, (ii) verify the identity of Licensee’s Authorized User and/or Licensed Software, as defined in SLA, and (iii) verify that Licensee is in compliance with the SLA.
- c) **Supplemental Services.** Supplemental Services are not included in the Annual Fee. Upon request for Supplemental Services by the Licensee, Transoft will provide a quote for the cost for such Supplemental Services based on the rates charged by Transoft. Transoft will perform the Supplemental Services at the written request of the Licensee after receipt and acceptance of the quote, and the Licensee will pay for the Supplemental Services plus Sales Taxes, if applicable, within 30 days of receipt of an invoice for such Supplemental Services.
- d) **Service Level.** Transoft’s service level commitment is that the SaaS Products and the Services will be made available for use for a minimum of 99.5% of the time during each calendar year. Notwithstanding the foregoing, the Licensee acknowledges and agrees that the SaaS Products and the Services may be unavailable from time to time as a result of scheduled and unscheduled maintenance or other circumstances beyond the control of Transoft. In the event that Transoft is not able to meet the service level commitment for the availability of the SaaS Products and the Services, Transoft may, at its sole discretion, extend the Initial Term or any Renewal Term by a corresponding period of time in which the SaaS Products and the Services were unavailable. The Licensee agrees that any such extension of the Initial Term or any Renewal Term will be Your only form of compensation in respect of Transoft not meeting the service level commitment and that such compensation will be at Transoft’s sole discretion. Furthermore, You acknowledge

and agree that Transoft shall not be responsible for Your inability to access or use the Online Services as a result of failures, errors unavailability or inoperability of Your equipment or communication services or any service, equipment or communication disruptions to the extent such disruptions are caused or contributed to by the Licensee or any third parties.

### 3. FEES, PAYMENT, AND INTEREST

- e) **Quote.** Transoft will provide to the Licensee a quote setting out the following:
- i) the Fee payable by the Licensee to Transoft on account of the Services to be provided during the Initial Term;
  - ii) the date on which the Quote must be accepted by the Licensee pursuant to Section 3(b) of this Schedule B (the "Acceptance Date");
  - iii) the duration of the Initial Term; and
  - iv) if the Licensee did not pay the Renewal Fee prior to the Expiration Date, the Late Renewal Fee or, the fee to upgrade the Licensed Software, if the License Software has been upgraded since the Expiration Date, whichever fee is greater.
- f) **Acceptance.** If on or before the Acceptance Date, the Licensee:
- i) provides to Transoft a signed purchase order confirming acceptance of the Quote and other applicable terms, including but not limited to the Automatic Renewal Option;
  - ii) pays to Transoft the Annual Fee plus Sales Taxes, if applicable, or by such other date indicated in the Quote, including, but not limited to the Automatic Renewal Option; and
  - iii) agrees to the terms of this Schedule B,
- then the terms set out herein will become binding on Transoft and the Licensee.
- g) **No Acceptance.** If the Licensee does not comply with the provisions of section 3(b) on or before the Acceptance Date, then:
- i) the Quote will become invalid and will no longer be binding on Transoft; and
  - ii) the Maintenance Services will cease.
- h) **Interest.** Any amounts not paid when due to Transoft pursuant to the terms of this Schedule B will bear interest at a rate of 24% per annum.
- i) **Fees.** Without limiting any other provision of this Schedule B, the Licensee acknowledges and understands that Transoft has the right to change the Annual Fee applicable to any Renewal Term, as set out in section 4(b) of this Schedule B.

### 4. TERM, RENEWAL, AND TERMINATION

- a) **Term.** The term of the Maintenance (the "Initial Term") will commence on the date that the Licensee complies with the provisions of section 3(b) of this Schedule B (the "Commencement Date") and will terminate on the Expiration Date.
- b) **Renewal.** No less than 60 days prior to the Expiration Date of the Initial Term or any Renewal Term, Transoft will give a Quote to the Licensee consisting of:
- i) the Renewal Fee;

- ii) the duration of the Renewal Term; and
- iii) any other terms applicable to the Renewal Term.

c) **Acceptance of Renewal.** If:

- i) the Licensee selected the Automatic Renewal Option and the Licensee does not within 30 days of delivery by Transoft of a Quote pursuant to section 4(b) of this Schedule B, give written notice to Transoft that the Licensee does not intend to renew the Maintenance, the terms of this Schedule B will automatically be renewed and the terms of this Schedule B, as amended pursuant to section 4(b) will apply to the Renewal Term; or
- ii) the Licensee did not select the Automatic Renewal Option and if no later than 30 days prior to the Expiration Date of the Initial Term or the applicable Renewal Term the Licensee:
  - (1) provides to Transoft a signed purchase order confirming acceptance of the Quote pursuant to section 4(b) and other applicable terms; and
  - (2) pays to Transoft the Annual Fee applicable to the Renewal Term plus Sales Taxes, if applicable;

the Maintenance will be renewed and the terms of this Schedule B, as amended pursuant to section 4(b) will apply to the Renewal Term.

d) **No Acceptance.** If:

- i) the Licensee selected the Automatic Renewal Option and the Licensee gives written notice to Transoft that the Licensee does not intend to renew the Maintenance within 30 days of delivery by Transoft of a Quote pursuant to section 4.(b)(1), the Maintenance will not be renewed and the Maintenance will cease to be provided after the Expiration Date; or
- ii) the Licensee did not select the Automatic Renewal Option and the Licensee has not complied with the provisions of section 4(c)(ii)(1) and 4(c)(ii)(2) within the applicable time period, the Maintenance will not be renewed and the Maintenance will cease to be provided after the Expiration Date.

e) **Exception.** Notwithstanding section 4(d), if no later than 90 days after the Expiration Date of the Initial Term or Renewal Term, as applicable the Licensee:

- i) pays to Transoft the Late Renewal Fee; and
- ii) pays to Transoft the Renewal Fee applicable to the Renewal Term (plus applicable Sales Taxes)

the Maintenance will be renewed for a further term of a duration determined pursuant to section 4(b)(ii), such term to commence one day after the Expiration Date of the preceding Initial Term or Renewal Term, as applicable and the terms of this Schedule B, as amended pursuant to section 4(b) will apply to the Renewal Term.

f) **New Term.** If the Licensee does not comply with the provisions of sections 4(c) or 4(e) of this Schedule B, and the Licensee requires the Services after 90 days from the Expiration Date, the Licensee will request a Quote in accordance with section 3(a) of this Schedule B.

g) **Termination by Transoft.** Transoft will have the right to terminate the Maintenance:

- i) immediately upon written notice on expiration or termination of the SLA;
- ii) immediately upon written notice at any time if:

- (1) the Licensee is in material breach of any warranty, term, condition or covenant of the Licensee pursuant to this Schedule B and fails to cure that breach within 5 days after written notice of that breach and of Transoft's intention to terminate;
- (2) the Licensee:
  - A. becomes insolvent;
  - B. fails to pay its debts or perform its obligations in the ordinary course of business as they mature;
  - C. admits in writing its insolvency or inability to pay its debts or perform its obligations as they mature; or
  - D. becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition or general assignment for the benefit of creditors that is not dismissed with prejudice within thirty (30) days after the institution of such proceeding

Termination under section 4(g)(ii)(1) above will in the absence of a cure become effective automatically upon expiration of the cure period set out in the applicable section. Termination under subsection 4(g)(ii)(2) will become effective immediately upon written notice of termination at any time after the specified event or the failure of the specified proceeding to be timely dismissed.

- h) **Termination by Licensee.** If during a term of the SLA (the "SLA Term") and during the Maintenance Term, Transoft is unable to resolve a technical issue within 60 days of a request from the Licensee pursuant to the terms of this Schedule B, the Licensee may on written notice to Transoft terminate Maintenance, and if the Licensee elects to terminate in accordance with this section 4(h):
  - i) the Licensee will have no further rights pursuant to this Schedule B, provided that the provisions of the SLA will remain in full force and effect; and
  - ii) Transoft will provide to the Licensee that amount which is equal to the Annual Fee multiplied by the number of days left in the applicable Initial Term or Renewal Term and divided by the total number of days of the applicable Initial Term or Renewal Term, less an administration fee of \$100, or an equivalent amount in the currency applicable to the invoice issued by Transoft to the Licensee, converted from Canadian dollars at the average exchange rate of the previous year as determined by the Bank of Canada, rounded to the nearest integer.
- i) **Obligations on Termination.** Upon termination of the Maintenance the Licensee will immediately pay to Transoft any amounts owing to Transoft by the Licensee pursuant to the terms of this Schedule B.
- j) **Consequences of Termination or Non-Renewal.** Upon termination of Maintenance, or upon failure to renew prior to the Expiration Date:
  - i) the Licensee will no longer be eligible to receive the Maintenance Services or the Technical Product Support and Transoft will not be obliged to provide any of the Maintenance Services or the Technical Product Support to the Licensee. Any request for Technical Product Support from the Licensee who has either terminated the Maintenance, or failed to renew prior to the Expiration Date, will be treated as a request for the Supplemental Services, as defined in section 2(c);
  - ii) requests received within 90 days of the Expiration Date for access to software upgrades issued during the Maintenance Term, for which fees were received, but which upgrades were not installed, will be subject to an administrative fee of \$100, converted from Canadian

dollars at the average exchange rate of the previous year as determined by the Bank of Canada, rounded to the nearest integer; and

iii) requests received after 90 days from the Expiration Date for access to software upgrades issued during the Maintenance Term, for which fees were received, but which upgrades were not installed, will be subject to fees for upgrading at current prices.

k) **Suspension of Maintenance Services and Technical Product Support.** If the Licensee has not made the payment of the Annual Fee or the Renewal Fee by the date indicated on the Quote, or the subsequent related invoice, whichever is later, Transoft shall have the right to suspend provision of the Maintenance Services and the Technical Product Support until such time as payment, including accrued interest has been received.

## 5. COVENANTS OF THE LICENSEE

a) **Licensee Cooperation.** In order to enable Transoft to provide the Services and the Additional Services, the Licensee will use reasonable efforts to provide all information, answer questions, and do all such things as are required to enable Transoft to replicate a problem.

b) **Address details.** Licensee shall be obliged to provide a valid email address to Transoft for delivery of new versions and updates, and to provide updated address details to Transoft should the Licensee's email address change. Transoft shall be entitled to rely upon the accuracy of the email address and updates provide by the Licensee.

## 6. ACKNOWLEDGEMENT AND DISCLAIMER

a) **Acknowledgement.** The Licensee acknowledges and agrees that the Services and the Additional Services are provided "as is" and Transoft makes no warranty, representation or guarantee, expressed implied or statutory, with respect to the Services whether as to the accuracy, reliability, suitability, function, absence of errors, or otherwise whatsoever.

b) **Disclaimer.** In no event will Transoft or its affiliated companies, directors, employees, or contractors (the "Representatives") be liable for any damages or for any loss whether caused or alleged to be caused directly or indirectly by the Services including, but not limited to, any interruption of service, loss of business or anticipated profits, loss of goodwill, loss of data, computer failure, lost savings, or incidental, special, punitive or consequential damages resulting from the Services even if caused by the negligence of Transoft and even if Transoft had the knowledge of the possibility of such liability, loss, or damage.

c) **Limitation.** Without limiting the generality of sections 6(a) and 6(b) of this Schedule B, under no circumstances will Transoft become responsible for any costs, payments, claims or damages, other than to make payment in accordance with section 4(h)(ii) of this Schedule B.

## 7. GENERAL

a) **SLA.** The terms of this Schedule B are in addition to the terms of the SLA and will not amend or replace the SLA. If there is any discrepancy between the terms of this Schedule and the terms of the SLA, the terms of the SLA will prevail.

b) **No Amendment.** The terms of this Schedule B will supersede the terms of any Purchase Order signed by the Licensee.

c) **Notice.** Any notice required or permitted to be given under this Schedule B will be in writing, and be delivered to the address on the invoice detailing the Software sold to You or such other address as the parties may, from time to time, designate. Notice will be delivered by personal delivery, courier, registered mail, or via confirmed electronic mail. The delivery of a notice will be deemed effective upon receipt, if delivered personally or by courier, or five (5) business days

from sending, if delivered by registered mail or immediately upon acknowledged receipt by the recipient if delivered by electronic mail.

- d) **No Waiver.** No waiver by any party hereto of any breach of any covenant, representation, warranty, proviso, condition or stipulation herein contained whether express or implied or negative or positive in form by any other party hereto will have any effect or be binding upon any party hereto unless same will be in writing and under the authority of such party, and any waiver whatsoever will extend only to the particular breach so waived, and will not limit or affect the right of any party with respect to any other or further breach.



## SCHEDULE "C"

### Part 1 - Americas countries, territories or geographic areas

Antigua and Barbuda	Saint Vincent and the Grenadines	And the following dependent territories:
Argentina	Suriname	
Bahamas	Trinidad and Tobago	Anguilla (UK)
Barbados	United States of America (USA)	Aruba (Netherlands)
Belize	Uruguay	Bermuda (UK)
Bolivia	Venezuela	Bonaire (Netherlands)
Brazil		British Virgin Islands (UK)
Canada		Cayman Islands (UK)
Chile		Clipperton Island (France)
Colombia		Curacao (Netherlands)
Costa Rica		Falkland Islands (UK)
Cuba		French Guiana (France)
Dominica		Greenland (Denmark)
Dominican Republic		Guadeloupe (France)
El Salvador		Martinique (France)
Ecuador		Montserrat (UK)
Grenada		Navassa Island (USA)
Guatemala		Puerto Rico (USA)
Guyana		Saba (Netherlands)
Haiti		Saint Barthelemy (France)
Honduras		Saint Martin (France)
Jamaica		Saint Pierre and Miquelon (France)
Mexico		Sint Eustatius (Netherlands)
Nicaragua		Sint Maarten (Netherlands)
Panama		South Georgia and the South Sandwich Islands (UK)
Paraguay		Turks and Caicos Islands (UK)
Peru		US Virgin Islands (USA)
Saint Kitts and Nevis		
Saint Lucia		

### Part 2 - APAC countries

Australia	Maldives	Philippines
Bangladesh	Marshall Islands	Samoa
Bhutan	Micronesia (Federated States of)	Singapore
Brunei	Mongolia	Solomon Islands
Cambodia	Myanmar	South Korea
China (People's Republic of)	Nauru	Sri Lanka
Cook Islands	Nepal	Thailand
Fiji	New Zealand	Timor-Leste
India	Niue	Tonga
Indonesia	Pakistan	Tuvalu
Japan	Palau	Vanuatu
Kiribati	Papua New Guinea	Vietnam
Laos	Republic of China (Taiwan)	
Malaysia		

And the Territories of France known as French Polynesia and New Caledonia

Without limiting the generally applicable prohibitions set out in Section 8 of this Agreement the following countries are excluded from APAC for purposes of this License: **North Korea; and no rights are granted for use of the Software in these excluded countries**

### Part 3 - EMEA countries or geographic regions

Albania	Georgia	Mozambique
Algeria	Germany	Namibia
Andorra	Ghana	Netherlands
Angola	Gibraltar	Niger
Austria	Greece	Nigeria
Bahrain	Guernsey	Norway
Belarus	Guinea	Oman
Belgium	Guinea-Bissau	Palestine
Benin	Hungary	Poland
Bosnia and Herzegovina	Iceland	Portugal
Botswana	Ireland	Qatar
Bulgaria	Isle of Man	Romania
Burkina Faso	Israel	Rwanda
Burundi	Italy	San Marino
Cameroon	Ivory Coast (Cote D'Ivoire)	Sao Tome & Principe
Cape Verde	Jersey	Saudi Arabia
Central African Republic	Jordan	Senegal
Chad	Kenya	Serbia
Comoros	Kuwait	Slovakia
Croatia	Latvia	Slovenia
Cyprus	Lebanon	South Africa
Czech Republic	Lesotho	Spain
Democratic Republic of the Congo	Liberia	Swaziland
Denmark	Liechtenstein	Sweden
Djibouti	Lithuania	Switzerland
Egypt	Luxembourg	Tanzania
Equatorial Guinea	Macedonia	Togo
Eritrea	Madagascar	Tunisia
Estonia	Malawi	Turkey
Ethiopia	Mali	Uganda
Eswatini	Malta	Ukraine
Faroe Islands	Mauritania	United Arab Emirates
Finland	Mauritius	United Kingdom
France	Moldova	Vatican City
Gabon	Monaco	Western Sahara
Gambia	Montenegro	Zambia
	Morocco	Zimbabwe

But “EMEA” expressly **excludes** any of the dependent territories that are included in the list of countries, territories or geographic areas included within “Americas” set out in Part 1 of this Schedule “C” and the territories of France included within “APAC” set out in Part 2 of this Schedule “C”. Without limiting the generally applicable prohibitions set out in section 8 of this Agreement the following countries are **excluded from EMEA or any other Zone** for purposes of this License: **Iran, Iraq, Libya, Somalia, Sudan, Syria, Yemen** and no rights are granted for use of the Software in these excluded countries.

**SCHEDULE “D”**  
**PRIVACY POLICY**

**1) Introduction**

- a) Transoft Solutions Inc. (“Transoft”) is committed to protecting the Personal Data You share with Transoft. This privacy policy (herein this “Privacy Policy”) describes Transoft’s policies and practices in respect of the collection, use, Processing and disclosure of Personal Data.

**2) Acceptance of this Privacy Policy**

- a) All customers, prospective customers, subscribers, users and other visitors to Transoft’s website are expected to carefully read this Privacy Policy. If you as a customer, prospective customer, subscriber, user or other visitor to Transoft’s website do not agree with this Privacy Policy, you should refrain from providing any Personal Data to Transoft. Transoft reserves the right to change this Privacy Policy as it considers necessary from time to time and otherwise in compliance with applicable privacy laws. Continued use of Transoft’s website, products and services after having been informed of this Privacy Policy or any such changes to this Privacy Policy implies acceptance of this privacy policy and changes to it.

**3) Guiding Principles**

- a) This privacy policy reflects Transoft’s commitment to comply with:
  - i) Personal Information Protection Act (PIPA - BC),
  - ii) Personal Information Protection & Electronic Document Act (PIPEDA - ON),
  - iii) General Data Protection Regulation, (GDPR - EU)
  - iv) Data Protection Act (DPA -UK)
  - v) Australia’s Privacy Principles (APP - AU)
  - vi) Brazilian Internet Act (BR)\*
  - vii) Information Technology Act (IN),
  - viii) California Online Privacy Protection Act (CalOPPA - US), and
  - ix) any other relative legislation related to the collection, storage, destruction, use and distribution of Personal Data which apply to Transoft and its operations.
- b) Transoft’s objective is to implement and maintain appropriate technical, security and organizational measures to protect Personal Data against unauthorized or unlawful Processing and use, and against accidental loss, destruction, damage, theft or disclosure. In particular, to achieve this goal Transoft aims to ensure that Personal Data is:
  - i) processed lawfully, fairly and in a transparent manner in relation to the individual (Data Subject) ('lawfulness, fairness and transparency');
  - ii) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; However, further Processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes may not be considered to be incompatible with the initial purposes ('purpose limitation');

- iii) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimization');
- iv) accurate and, where necessary, kept up to date; in this regard Transoft will take reasonable steps to ensure that Personal Data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- v) kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data are processed; Personal Data may be stored for longer periods insofar as the Personal Data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organizational measures required by applicable laws and regulations in order to safeguard the rights and freedoms of the individual (Data Subject) ('storage limitation'); and
- vi) processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorized or unlawful Processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures ('integrity and confidentiality').

#### 4) Definitions

- a) For the purposes of this Privacy Policy only, the following words have the following meanings in this Schedule "D":
  - i) "Personal Data" means any information relating to an identified or identifiable natural person ('Data Subject'). In this regard, an identifiable natural person is someone who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. This information can include an individual's identification card, passwords, medical information, family history, opinions or beliefs, as well as facts about or related to the individual.
  - ii) "Biometric Data" means Personal Data resulting from specific technical Processing relating to the physical, physiological or behavioural characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopic data (e.g. fingerprints);
  - iii) "Consent" of the Data Subject means any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him or her;
  - iv) "Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
  - v) "Data Concerning Health" means Personal Data related to the physical or mental health of a natural person, including the provision of health care services, which reveal information about his or her health status;
  - vi) "Data Subject" means an identified or identifiable natural person.
  - vii) "Generic Data" means Personal Data relating to the inherited or acquired genetic characteristics of a natural person which give unique information about the physiology

or the health of that natural person and which result, in particular, from an analysis of a biological sample from the natural person in question;

- viii) “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
- ix) “Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- x) “Processor” means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller;
- xi) “Recipient” means a natural or legal person, public authority, agency or another body, to which the Personal Data are disclosed, whether a third party or not.
- xii) “Restriction of Processing” means the marking of stored Personal Data with the aim of limiting their Processing in the future.

## 5) Consent

- a) Transoft’s policy is to obtain prior Consent from the Data Subject to the collection, use, Processing or disclosure of Personal Data, except where otherwise required or permitted by law. Transoft’s goal is to request Consent in an intelligible and easily accessible form, using clear and plain language.
- b) Consent may be express or implied, depending on the circumstances. When appropriate, the written Consent of the individual (Data Subject) will be requested (i.e. by mail, email or fax or other electronic means). If the Consent is given in the context of a written declaration or form which also concerns other matters, the request for Consent will be presented in a manner which is clearly distinguishable from the other matters. Sometimes, an individual’s Consent may be obtained verbally or implied through his or her conduct or dealings with Transoft.
- c) Transoft generally does not require an individual to Consent to collection, use, Processing or disclosure of Personal Data as a condition of the provision of a product or service, beyond that which is necessary to provide the product or service or Processing is necessary for the performance of a contract to which the individual (Data Subject) is party or in order to take steps at the request of the individual (Data Subject) prior to entering into a contract. However, some Personal Data may be requested that is optional for an individual to provide in order to improve the user experience or to help Transoft improve the products or services it offers and provides.
- d) Transoft may collect, use or disclose Personal Data without notice or Consent only where permitted or required by law.
- e) Consent may be varied or withdrawn at any time subject to legal limitations and reasonable notice if required by law (without affecting the lawfulness of Processing based on Consent before its withdrawal). Transoft will advise the individual of any consequences of a variation or withdrawal.

## Collection and Use

### 6) General

- a) In order to provide services or information to its customers, prospective customers, website visitors and others, Transoft collects certain types of data from them. This section describes how data is collected and used by Transoft.

### 7) The Personal Data Transoft Collects:

- a) Transoft collects and retains only the Personal Data that is required to meet the purposes identified by Transoft. Transoft is committed to collecting Personal Data in a fair, open and lawful manner. For this reason, Transoft does not indiscriminately collect Personal Data.
- b) The type of Personal Data Transoft may collect includes contact information (such as name, postal address, email address, telephone or fax numbers, etc.) but Transoft may from time to time request a Data Subject to optionally provide demographic information or product or service preferences or usage patterns.
- c) When a Data Subject inquires about products or services or orders products or services, or engages in activities such as downloading demos or subscribing to online software services or software as a service, the Data Subject may provide information such as name, company name, job title and department, email, address, telephone and facsimile numbers, credit-card number and other relevant data.
- d) Transoft may also collect, record and analyze information of visitors to its website. Transoft may record your IP address and use cookies. Transoft may add information collected by way of page view activity. Furthermore, Transoft may collect and process any Personal Data that you volunteer to Transoft in its website's forms, such as when you subscribe to a service or register a product. Such Personal Data may comprise your IP address, first and last name, your postal and email address, your telephone number, your job title, your areas of interest, interest in Transoft's products, and certain information about the company you are working for (company name and address), as well as information as to the type of relationship that exists between Transoft and yourself.
- e) Transoft's website also provides for an easy way to contact us either by direct communication with us or by electronic mail (e-mail address). If a Data Subject contacts us by e-mail or via a contact form, the Personal Data transmitted by the Data Subject are automatically stored. This Personal Data transmitted on a voluntary basis by a Data Subject to us are stored for the purpose of Processing or contacting the Data Subject. There is no transfer of this Personal Data to third parties.
- f) Transoft also gathers data about visits to the website, including numbers of visitors and visits, Geo-location data, length of time spent on the site, pages clicked on or where visitors have come.
- g) This information is used by Transoft to identify its customers, prospective customers, website visitors and others and provide or offer them with products, support, services, mailings, conduct sales and marketing actions, billing and to meet contractual obligations. It is completely optional for customers, prospective customers, website visitors and others to engage in activities or obtain services offered or provided by Transoft. Depending upon the activity or service, some of the information that Transoft asks a Data Subject to provide is identified as mandatory and some as voluntary or optional. If the Data Subject does not provide the mandatory data with respect to a particular activity, the Data Subject may not be able to engage in that activity or receive the applicable product or service or may not be able to fully benefit from the product or service offered.

- h) Transoft's policy is not to conduct Processing of (a) Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership; or (b) Generic Data, Biometric Data for the purpose of uniquely identifying a natural person, Data Concerning health or data concerning a natural person's sex life or sexual orientation.

## 8) General Data and Information

- a) Transoft's website collects a series of general data and information when a Data Subject accesses the website. This general data and information are stored in the server log files. Collected general data may include (a) the browser types and versions used; (b) the operating system used by the accessing system; (c) the website from which an accessing system reaches Transoft's website (so-called referrers); (d) the sub-websites; (e) the date and time of access to the Internet site; (f) an Internet protocol address (IP address); (g) the internet service provider (ISP) of the accessing system; and (h) other similar data and information that may be used in the event of attacks on Transoft's website or other information technology systems.
- b) When using these general data and information, Transoft does not draw any conclusions about the Data Subject. On the contrary, this information is used to (a) help deliver the content of Transoft's website in the intended manner; (b) improve the content of Transoft's website as well as its advertisement and promotion; (c) improve the performance of Transoft's website or other information technology systems; and (d) provide applicable law enforcement authorities with information necessary for criminal prosecution in case of hacking or cyber-attack on Transoft's website or other information technology systems. Accordingly, Transoft uses anonymously collected data and information for statistical analysis with the aim of improving and protecting data security and its operations and service offerings, and to improve protection for the Personal Data it collects and processes.

## 9) Cookies

- a) Like many other Internet sites and servers, Transoft's website uses cookies. Cookies are small text files that are stored in a computer system via an Internet browser. Many cookies contain what is often called a cookie ID. A cookie ID is a unique character string through which internet pages and servers can be identified and recognized in connection with the specific Internet browser in which the cookie was stored. This allows us to differentiate an individual browser of the Data Subject from the Internet browsers of others and thus track the visit.
- b) Through the use of cookies, Transoft is able to make it easier for users to navigate and use its website by not requiring a user to enter access data each time the website is accessed because this is done by the website and the cookie stored on the user's computer system. In this way, cookies function as your identification card and enable Transoft to record your passwords used on the site, purchases and preferences. Cookies used by us cannot run programs or deliver viruses to your computer.
- c) Any individual (Data Subject) may, at any time, prevent the setting of cookies through Transoft's website by means of adjusting the setting of the Internet browser used. As well, cookies that have already been established may be deleted at any time through virtually all widely used Internet browsers. However, if an individual (Data Subject) deactivates the setting of cookies in the Internet browser used, the functions of Transoft's website may not be fully usable by or available to that individual.

## 10) Identified Purposes

- a) Individuals (Data Subjects) will be informed of the purposes for the collection, use or disclosure of their Personal Data at or before the time the information is collected. Transoft's goal is that the purposes will be those that a reasonable person would consider appropriate

in the circumstances and otherwise consistent with the guiding principles set out in this Privacy Policy.

- b) The primary purposes that Transoft collects and uses Personal Data is to record and support products, services and participation in the activities you select, to keep you informed about product upgrades, special offers, announcements, learning opportunities and other products and services of Transoft and to improve its website by analyzing how visitors navigate its website.
- c) Transoft's aim is only to conduct Processing of Personal Data in compliance at all times with applicable legal requirements and if and to the extent at least one of the following applies:
  - i) the individual (Data Subject) has given Consent to Transoft the Processing of his or her Personal Data for one or more specific purposes;
  - ii) Processing is necessary for the performance of a contract (such as an end user license agreement, on-line subscription or maintenance assurance program agreement) to which the individual (Data Subject) is party or in order to take steps at the request of the individual (Data Subject) prior to entering into a contract; or
  - iii) Processing is necessary for compliance with a legal obligation to which Transoft as the Controller is subject;  
  
Or in rare cases:
    - iv) Processing is necessary in order to protect the vital interests of the individual (Data Subject) or of another natural person;
    - v) Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Transoft as the Controller;
    - vi) Processing is necessary for the purposes of the legitimate interests pursued by Transoft as the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the individual (Data Subject) which require protection of Personal Data;
    - vii) If Personal Data is to be used or disclosed for a purpose not identified at the time of collection, individual Consent will be obtained, where required by applicable law.

## 11) Sharing Personal Data

- a) Transoft may also share such information with service vendors or contractors in order to provide a requested service or transaction or in order to analyze the visitor behavior on its website.

## 12) Limiting Use, Disclosure and Retention

- a) Transoft limits its use or disclosure of Personal Data to the purposes for which it was originally collected, unless it has first obtained the Consent of the person from whom such information was received, or as otherwise permitted or required by law. Transoft retains personal information only for as long as it is needed for the purposes for which it was collected or used, or as otherwise required by law. The criteria used to determine the period of storage of Personal Data is the respective statutory retention period. After expiration of that period, the corresponding data is routinely deleted, as long as it is no longer necessary for the fulfillment of the contract or the initiation of a contract.



- b) From time to time Transoft may use a third party or a related entity to store or manage Personal Data on its behalf. In such circumstances, Transoft requires such service providers and related entities to protect, by contract or other means, the Personal Data transferred to them by Transoft. For Canada, such service providers or related entities may from time to time process or store Personal Data in countries other than Canada. In this event, such Personal Data would be subject to the laws of such countries, including those authorizing or requiring disclosure of information to government authorities.

### 13) Accuracy:

- a) Personal Data is maintained in as accurate, complete and up-to-date form as necessary for the purpose for which it is collected, or where it is likely to be used to make a decision about an individual or is likely to be disclosed to another organization. Transoft does not routinely update Personal Data and relies on the individual to advise it when his or her Personal Data changes.
- b) From time to time, in its sole discretion, and for a reasonable and legitimate purpose, Transoft may request written confirmation from an individual that the information collected and held by Transoft is up to date and accurate.

### 14) Safeguards

- a) Personal Data is protected, by appropriate technical and organizational measures including security safeguards appropriate to its sensitivity and level of risk, from unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks. Transoft's security safeguards include:
  - i) premises security;
  - ii) locked file cabinets and secure faxes and photocopiers;
  - iii) restricted access to personal information;
  - iv) technological safeguards such as security software and authentication methods;
  - v) secure destruction methods including cross-cut shredding and the use of attestations of destruction; and
  - vi) organizational security measures.
- b) If Transoft uses the services of any third parties to process Personal Data, Transoft will enter into legal agreements that require the third party to protect the Personal Data in a manner acceptable to Transoft and consistent with the protection provided by Transoft.
- c) Transoft also ensures that any of its employees who deal with Personal Data are properly trained and are aware of the necessary and appropriate measures required to protect Personal Data.
- d) Individuals (Data Subjects) have a specific right to object to Transoft's Processing of their Personal Data if Transoft:
  - i) processes the Personal Data based an exercise of official authority (including profiling);
  - ii) uses the Personal Data for direct marketing (including profiling); or
  - iii) processes the Personal Data for purposes of scientific/historical research and statistics.

## 15) Right to Restriction of Processing

- a) Individuals (Data Subjects) have the right to obtain from Transoft Restriction of Processing where one of the following applies:
  - i) the accuracy of the Personal Data is contested by the individual for a period enabling Transoft to verify the accuracy of the Personal Data;
  - ii) the Processing is unlawful and the individual opposes the erasure of the Personal Data and requests the restriction of their use instead;
  - iii) Transoft no longer needs the Personal Data for the purposes of the Processing, but they are required by the individual for the establishment, exercise or defence of legal claims; or
  - iv) the individual has objected to Processing by means of automated decision-making pending the verification whether the legitimate grounds of Transoft override those of the individual.
- b) Where Processing has been restricted in this regard such Personal Data shall, with the exception of storage, only be processed with the individual's Consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of an applicable governmental authority.
- c) An individual who has obtained Restriction of Processing pursuant to this Privacy Policy be informed by Transoft before the Restriction of Processing is lifted.

## 16) Right to Erasure

- a) Individuals (Data Subjects) have the right to obtain from Transoft the erasure of Personal Data concerning him or her without undue delay and Transoft will erase Personal Data without undue delay where one of the following grounds applies:
  - i) the Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
  - ii) the individual (Data Subject) has withdrawn his or her Consent on which the Processing is based and where there is no other legal ground for the Processing;
  - iii) the individual (Data Subject) objects and has a legal basis for such objection and there are no overriding legitimate grounds for the Processing;
  - iv) the Personal Data have been unlawfully processed; or
  - v) the Personal Data have to be erased for compliance with a legal obligation to which Transoft is subject.

## 17) Notification regarding rectification or erasure of Personal Data or Restriction of Processing

- a) Transoft will communicate any rectification or erasure of Personal Data or Restriction of Processing carried out in accordance with this Privacy Policy (or otherwise as required by applicable law) to each Recipient to whom the Personal Data have been disclosed, unless this proves impossible or involves disproportionate effort. Transoft will inform the individual (Data Subject) about those Recipients if the individual (Data Subject) requests it.

## 18) Right to Object and Automated Individual Decision-Making

- a) Individuals (Data Subjects) have the right to refuse to be subjected to automated decision making, including profiling and may insist on human intervention if the decision is:
  - i) based on automated Processing; and
  - ii) produces a legal effect or a similarly significant effect on the individual.

## 19) Right to data portability

- a) Individuals (Data Subjects) have the right to receive the Personal Data concerning him or her, which he or she has provided to Transoft, in a structured, commonly used and machine-readable format and have the right to transmit those data to another Controller without hindrance from Transoft, where:
  - i) the Processing is based on Consent or on a contract with Transoft; and
  - ii) the Processing is carried out by automated means.
- b) In exercising his or her right to data portability pursuant to this Privacy Policy, the Individuals (Data Subjects) have the right to have the Personal Data transmitted directly from one Controller to another, where technically feasible.
- c) The exercise of the right referred to in this section shall be without prejudice to the rights of the individual for erasure. That right shall not apply to Processing necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Transoft.

## 20) Transoft's Legal Obligation to Disclose Personal Information

- a) Transoft is permitted to disclose personal information when legally required to do so or has good reason to believe that this is legally required.

## 21) Exceptions Arising Under Law

- a) Applicable law to which Transoft is subject may restrict the scope of the obligations and rights provided for in this Privacy Policy when such a restriction respects the essence of the fundamental rights and freedoms and is a necessary and proportionate measure in a democratic society to safeguard:
  - i) national security;
  - ii) defence;
  - iii) public security;
  - iv) the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security;
  - v) other important objectives of general public interest of governmental authority having jurisdiction over Transoft in particular an important economic or financial interest of the governmental authority, including monetary, budgetary and taxation matters, public health and social security;

- vi) the protection of judicial independence and judicial proceedings;
  - vii) the prevention, investigation, detection and prosecution of breaches of ethics for regulated professions;
  - viii) a monitoring, inspection or regulatory function connected, even occasionally, to the exercise of official authority in the cases referred to in points (i), (ii), (iii), (iv), (v) and (vi);
  - ix) the protection of the individual (Data Subject) or the rights and freedoms of others; and
  - x) the enforcement of civil law claims.
- b) Transoft may also reveal a user's personal information without his/her prior permission only with good reason to believe that the disclosure of this information is required to establish the identity of, to contact or to initiate legal proceedings against a person or persons who is/are suspected of infringing rights or property belonging to Transoft or to others who could be harmed by the user's activities or of persons who could (deliberately or otherwise) transgress upon these rights and property.

## 22) Openness and Communications

- a) Transoft will make available information about Transoft's policies and practices in respect of management of Personal Data. This Privacy Policy is available on Transoft's web site at <http://transoftsolutions.com> and can be accessed at any time. A hard copy of this Privacy Policy is also available at 350-13700 International Place, Richmond, British Columbia, V6V 2X8, Canada.
- b) In the case of a Personal Data Breach that is likely to result in a high risk to the rights and freedoms of natural persons, in addition to any reporting obligations to statutory authorities, Transoft will communicate the Personal Data Breach to the affected individual (Data Subject) without undue delay and otherwise as required by applicable law. Such communication, if applicable, will include at least the following:
  - i) communicate the name and contact details of the Chief Privacy Officer or other contact point from whom more information can be obtained;
  - ii) describe the likely consequences of the Personal Data Breach; and
  - iii) describe the measures taken or proposed to be taken by Transoft to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- c) However, Transoft is not required to communicate to individuals in the event of a Personal Data Breach if any of the following conditions are met:
  - i) Transoft has implemented appropriate technical and organizational protection measures, and those measures were applied to the Personal Data affected by the Personal Data Breach, in particular those that render the Personal Data unintelligible to any person who is not authorized to access it, such as encryption;
  - ii) Transoft has taken subsequent measures which ensure that the high risk to the rights and freedoms of individual (Data Subject) is no longer likely to materialize; or
  - iii) it would involve disproportionate effort. In such a case, Transoft may instead issue a public communication or similar measure whereby the individuals (Data Subjects) are informed in an equally effective manner.

## 23) Individual Access

- a) Upon written request, Transoft will inform an individual about how his or her Personal Data in Transoft's custody or control has been and is being used and disclosed, including the names of individuals and organizations to whom the information has been disclosed, and will give the individual access to the Personal Data, subject to any limitations as permitted or required by law. Transoft authenticates the identity of the person seeking access to Personal Data before providing access. In responding to an access request, Transoft may charge a reasonable fee but no fee shall be charged for access to employee Personal Data.
- b) Transoft will take appropriate measures to provide any Personal Data relating to Processing to the individual (Data Subject) in a concise, transparent, intelligible and easily accessible form, using clear and plain language. The information will be provided in writing, or by other means, including, where appropriate, by electronic means. When requested by the individual (Data Subject), the information may be provided orally, provided that the identity of the individual (Data Subject) is proven by other means.
- c) Transoft will facilitate the exercise of an individual's legal rights to access Personal Data collected and processed by Transoft.
- d) Transoft may deny access to Personal Data when required or authorized by law. Possible reasons for denying access to Personal Data include, but are not limited to:
  - i) the disclosure may reasonably be expected to threaten an individual's safety or physical or mental health;
  - ii) the information would reveal third party personal information;
  - iii) the information is protected by solicitor-client privilege;
  - iv) the information would reveal confidential commercial information;
  - v) Transoft demonstrates that it is not in a position or is no longer in a position to identify the individual (Data Subject); and
  - vi) other reasons as permitted or required by law.
- e) Where the information can be severed and the remaining Personal Data can be provided, Transoft will do so. If Transoft is unable to provide access to all of the Personal Data it holds about an individual, then the reasons for the denial of access will be provided to the individual.
- f) Requests for access to, or information about, Personal Data must be made in writing, either to the Chief Privacy Officer or Privacy Officer via email to [privacy@transoftsolutions.com](mailto:privacy@transoftsolutions.com) or by postal mail at the address below. Where the requester makes the request by electronic form means, the information shall be provided by electronic means where possible, unless otherwise requested by the requester. Upon receipt of a request, Transoft will without undue delay advise the requester as to the steps required to carry out the access request, including the method of authenticating the individual's identity and of any steps necessary to identify the records or information sought. The time to respond to a complete request is generally thirty (30) days, but may be extended in limited circumstances as permitted or required by law. If Transoft extends the time for response, it will inform the requester of the reason, the time when it expects to respond and his or her rights under the associated law(s).
- g) If Transoft does not take action on the request, Transoft will inform the individual (Data Subject) without delay and at the latest within one month of receipt of the request of the reasons for not taking action and on the possibility of lodging a complaint with an applicable supervisory authority and seeking a judicial remedy.

- h) Where Transoft has reasonable doubts concerning the identity of the requester, Transoft may request the provision of additional information necessary to confirm the identity of the requester.
- i) Where requests are manifestly unfounded or excessive, in particular because of their repetitive character, Transoft may either:
  - i) charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested; or
  - ii) refuse to act on the request.
- j) Transoft will bear the burden of demonstrating the manifestly unfounded or excessive character of the request.

#### 24) Transoft's Data Protection Officer

- a) The detailed contact information for Transoft's Chief Privacy Officer and data protection officer is as follows:

Chief Privacy Officer  
Transoft Solutions Inc.  
350-13700 International Place  
Richmond, British Columbia, Canada

Privacy Officer (Data Protection)  
Transoft Solutions (Europe) BV  
Wijnhaven 60  
3011 WS Rotterdam V6V 2X8

#### 25) Requesting a Correction

- a) Individuals have certain legal rights to obtain from Transoft without undue delay the rectification of inaccurate Personal Data concerning him or her. In this regard, an individual may challenge the accuracy of the Personal Data under Transoft's custody or control. Where an individual successfully demonstrates that an error in the accuracy or completeness of their Personal Data exists, Transoft will make any necessary amendments and if appropriate, advise any third parties to whom the information was disclosed in the year prior to the date the correction was made. Taking into account the purposes of the Processing, an individual will also have the right to have incomplete Personal Data completed, including by means of providing a supplementary statement.
- b) If the correction is not made, Transoft will annotate the information to show the challenge. Transoft will correct Personal Data when advised to do so by an organization that disclosed the information to Transoft.

#### 26) Challenging Compliance

- a) If you have any questions about this Privacy Policy or have reason to believe that Transoft may have failed to adhere to this Privacy Policy, you may contact Transoft's Chief Privacy Officer listed above. Transoft will conduct an investigation without undue delay and work to resolve any issues or concerns expressed.

#### 27) Links to other sites

- a) Please be aware that while visiting Transoft's site, visitors can follow links to other sites that are beyond its sphere of influence. Transoft is not responsible for the content or privacy policy of these other sites.

## 28) For Further Information

- a) If you have any further questions regarding the data Transoft collects, or how it is used, then please feel free to contact Transoft by email at: [privacy@transoftsolutions.com](mailto:privacy@transoftsolutions.com), or in writing at:

Transoft Solutions Inc.  
Attention: Chief Privacy officer  
Suite 350 – 13700 International Place  
Richmond, B.C. V6V 2X8  
Canada

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