

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**

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- (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.

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- (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 online 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 or an authorized reseller of Transoft to You in respect of the Software described in such invoice or quote, the terms and conditions of this Software License 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”;
- 11) “Team Subscription 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.
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- (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.
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- (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 for use of the Software and may include a large geographic area, which comprises one or more continents, groups of countries, or regions including but not limited to one or more Geographic Regions described and defined in Schedule “A” and 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). If the invoice or quote issued by Transoft to You does not expressly set out or describe a Zone that applies for the license issued to You for use of the Software then for purposes of the license issued to You, “Zone” means the country or sovereign state in which You have acquired the Software.
  - (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.
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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").
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- 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 in connection with a website or Online Services, including delivery of and payment for goods and services and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such third party. Except as expressly agreed by Transoft or its affiliates or a third party in a separate agreement, Your use of websites and Online Services is at Your own risk and under the limited warranty, disclaimer and liability limitations set out in Section 10.

**(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.

Transoft represents and warrants that it will maintain all Project Data received from You in confidence as set out in Section 11 and delete or destroy all such Project Data provided pursuant to Section 5(b) of this Agreement (i) not more than twenty-four (24) hours after Your instructions to delete or destroy such Project Data; or (ii) if a support ticket has been inactive for at least two (2) months without activity.

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;

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  - 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 are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if You fail to comply with the terms of this Agreement.
- (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 1(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 1(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 Subsections 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) 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).
- (h) 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 invoice.
  - 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 license terms.

- (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.
- (l) **Team Subscription License.** If You have purchased and paid for a "Team 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 have 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 Team 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 Concurrent Seats will be as identified in the invoice or quote issued to You by Transoft.
  - 8) When an Authorized User accesses the Software, one available Concurrent Seat will be exclusively allocated to such user for a period of 24 hours from the time of first access. Any Concurrent Seat that has been allocated will not be accessible to any other Authorized

User until the expiry of such 24-hour period. Any one Concurrent Seat cannot be shared among multiple Authorized Users during a single 24-hour period.

- 9) The term of a Team Subscription License will be indicated by the Expiration Date and noted on the invoice for Your purchase of the said Team Subscription License. If a Team 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.
- 10) The Zone of a Team 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 Team 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 license terms.



## 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 in the invoice or quote issued to You; 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 Subsection 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 Licensees 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.
- 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

- a) **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.
- b) **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.
- c) **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.
- d) **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.
- e) **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, territories or geographic areas

Australia	Maldives	Samoa
Bangladesh	Marshall Islands	Singapore
Bhutan	Micronesia (Federated States of)	Solomon Islands
Brunei	Mongolia	South Korea
Cambodia	Myanmar	Sri Lanka
China (People's Republic of)	Nauru	Taiwan
Cook Islands	Nepal	Thailand
Fiji	New Zealand	Timor-Leste
India	Niue	Tonga
Indonesia	Pakistan	Tuvalu
Japan	Palau	Vanuatu
Kiribati	Papua New Guinea	Vietnam
Laos	Philippines	
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	Netherlands
Algeria	Germany	Niger
Andorra	Ghana	Nigeria
Angola	Gibraltar	North Macedonia
Austria	Greece	Norway
Bahrain	Guernsey	Oman
Belarus	Guinea	Palestine
Belgium	Guinea-Bissau	Poland
Benin	Hungary	Portugal
Bosnia and Herzegovina	Iceland	Qatar
Botswana	Ireland	Romania
Bulgaria	Isle of Man	Rwanda
Burkina Faso	Israel	San Marino
Burundi	Italy	Sao Tome & Principe
Cameroon	Ivory Coast (Cote D'Ivoire)	Saudi Arabia
Cape Verde	Jersey	Senegal
Central African Republic	Jordan	Serbia
Chad	Kenya	Slovakia
Comoros	Kuwait	Slovenia
Congo	Latvia	South Africa
Croatia	Lebanon	Spain
Cyprus	Lesotho	Sudan
Czech Republic	Liberia	Swaziland
Democratic Republic of the Congo	Liechtenstein	Sweden
Denmark	Lithuania	Switzerland
Djibouti	Luxembourg	Tanzania
Egypt	Madagascar	Togo
Equatorial Guinea	Malawi	Tunisia
Eritrea	Mali	Turkey
Estonia	Malta	Uganda
Ethiopia	Mauritania	Ukraine
Eswatini	Mauritius	United Arab Emirates
Faroe Islands	Moldova	United Kingdom
Finland	Monaco	Vatican City
France	Montenegro	Western Sahara
Gabon	Morocco	Zambia
Gambia	Mozambique	Zimbabwe
	Namibia	

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, Russia, Somalia, South Sudan, Syria, Yemen** and no rights are granted for use of the Software in these excluded countries.

## SCHEDULE "D"

### Transoft Solutions Inc. - Privacy Statement

Transoft Solutions Inc. (collectively referred to in this Privacy Statement as "we" or "Transoft") recognizes the importance of protecting your privacy. This Privacy Statement covers Transoft's policies on the collection, use and disclosure of your information when you access the Transoft website (the 'website' or 'site'), use our services (the 'services'), or anytime you interact with Transoft in accordance with the applicable data protection regulations, including but not limited to the *Personal Information Protection Act* (British Columbia), the *General Data Protection Regulation* (EU), the *Data Protection Act 2018* (UK), *Australia's Privacy Principles* (AU), the People's Republic of China's *Personal Data Protection Law*, and the *California Online Privacy Protection Act* (CalOPPA - US) and any resulting legislation (collectively referred to as 'Data Protection laws').

Any questions which you may have regarding this Privacy Statement should be directed to Transoft at the (email) address given at the bottom of this Statement.

This Privacy Statement together with our Cookies Policy explains how any personal data that we may collect from you, or about you, through the Transoft websites and online services will be processed, and protected by Transoft. We created this Statement out of a fundamental respect for our customers' right to privacy and to guide our relationships with our customers, protecting your rights under the Data Protection laws, and it is important that you understand what we will do with your data and are happy with this.

By using our website, you are agreeing to allow Transoft ("the data controller") to collect, store, and use your information in the methods described below. If for whatever reason you do not agree to this, you should immediately terminate your visit to the Transoft website and not visit again.

Our websites contain links to other sites, Transoft is not responsible for the privacy practices or content of such other sites. We encourage our users to be aware when they leave our site and to read the Privacy Policies of each website to which we may link that may collect personal data.

#### **Purposes, Legal Grounds and Types of Personal Data**

##### ***Contact Information***

Our website is mostly accessible and useable without the need for you to provide personal data. In case we do request that users fill out their personal data, this is for the following purposes:

1. access to areas of our website restricted to clients;
2. registration for access to our software services;
3. registration for events, such as webinars and conferences;
4. access to a copy of publications by Transoft;
5. a request for further information about our products;
6. a request for further information about Transoft events;
7. subscription to newsletters, email services, alerts or other communication.

The purposes listed under 1 and 2 have their legal basis in performance of contract.

The other purposes first of all have their legal basis in fulfilling your request for participation in events and access to information and to provide you with adequate information and updates about the free services for which you register. Within this context, your contact details might also be necessary to provide you with the technical assistance you require using those services. The legal basis for the processing which is part of fulfilling your requests is primarily your consent.

When you complete our sign-up form on our website, you will be sent a 'double opt in' email from which you can confirm your request to opt-in to receive our marketing. You may withdraw this consent at any time and the request will be actioned promptly. You can exercise your right to withdraw from

receiving marketing communications being sent to you by using the unsubscribe link included in every marketing email.

Secondly, the personal data processing as part of purposes 3 - 7 also has a lawful ground in our legitimate interest to know your contact details as part of our marketing efforts to promote our services. As part of these efforts we might also combine, aggregate, analyze and study information retrieved from personal data for the purpose of:

- enhancing, modifying, personalizing or otherwise improving our services / communications for the benefit of our customers;
- better understanding how people interact with Transoft;
- monitoring the effectiveness of our marketing campaigns.

If necessary for the adequate protection of your privacy technical measures, including but not limited to aggregation, anonymization or pseudonymization of personal data.

The personal data we request as part of our collection for the above purposes will generally and initially be limited to:

- a. first name, last name;
- b. email address;
- c. company name;
- d. postal address;
- e. telephone number;
- f. country of (business) residence;
- g. function;
- h. branch in which you are active.

In case of further follow-up upon or initial contact with you, we might ask for additional details, which will mostly be background information in order to adequately process your request for services or information.

For our services that require payment (such as certain events, products and subscriptions), we also collect credit card information (such as account name, number and expiration date), which is used for our or our agents' invoicing purposes only and is not otherwise shared.

Please be aware that as part of our contractual services with our clients, it might be necessary for the performance of contract that we process such data.

Regarding our free services and registrations for purely informational purposes you will be able to deregister at any time you wish.

### ***Digital Identifiers***

Our website, newsletters and, from time to time, certain other products and services have features that may automatically collect information from customers, to deliver content specific to customers' interests and to honor their preferences. This information assists us in creating products and services that will serve the needs of our customers.

For example, we may use 'cookies', a piece of data stored on the user's hard drive containing information about the user. If users reject the cookies, they may be limited in the use of some areas of our website. If you do not want us to place a cookie on your website and track activity, you may browse the site using **privacy mode in your web browser**. To learn more about Transoft's use of cookies, see our Cookie Policy ([www.transoftsolutions.com/cookie](http://www.transoftsolutions.com/cookie)).

For our internal purposes, we may gather (where available) date, time, operating system and browser type, navigation history and IP address of all visitors to our web sites. We use this information for our internal security audit log, trend analysis and system administration, and to gather broad demographic information about our user base for aggregate use.

When this information relates to, or identifies you, we treat it as personal data, and therefore apply equally strict technical and organizational measures to protect your privacy as with the other, earlier mentioned types of personal data.

### ***Job Postings***

As part of our recruitment process we might open the possibility to apply for a job at Transoft through our website. As part of such effort we will request all or part of the following information:

- a. first name, last name;
- b. email address;
- c. residential address;
- d. telephone number;
- e. data of birth;
- f. country of birth;
- g. country of residence;
- h. résumé.

We can also request a motivation for your job application. Although such motivation is not personal data per sé, it might comprise personal data or data which in conjunction with other data can take on the character of personal data.

Please be aware that personal data acquired from you as part of our recruitment process will be stored in our files. We apply a retention period of six weeks counting from the first date of employment for the chosen candidate for a certain job listing. This is taking into account that Transoft has a legitimate interest to take the time diligently but carefully to complete an application procedure. Also, we wish to retain the possibility of contacting candidates if, after a candidate has been chosen, that candidate resigns or is dismissed during his/her probation period.

### **How We Process Your Personal Data**

Information which you submit via our website is stored on a computer and sometimes on paper at our offices. This is necessary in order to process the information and to send you any information you have requested.

Transoft will not hold data for longer than is reasonably necessary for the purposes of the proper conduct of its business or as required by law. Transoft has implemented policies to delete or destroy personal data when there is no longer a business need to retain it.

Under the applicable privacy law, Transoft has a legal obligation to implement technical and organizational measures to protect your privacy. Our policies include the following measures to restrict access:

- specific training of employees regarding applicable privacy and data protection regulations;
- specific communication with employees, associates and suppliers regarding applicable privacy and data protection regulations;
- verify that processors are compliant with these terms, or if not setting appropriate contractual conditions for processing by carefully vetted processors;
- confidential, state-of-the-art technical security measures to protect unauthorized access to personal data;
- organizational measures including an authorization matrix for access to personal data;
- application of privacy by default and privacy by design in our product design, including that of our websites;
- the execution of data privacy impact assessments where legally mandatory or prudent.

Transoft also employs a Privacy Officer who continuously monitors how personal data is handled within the organization. He/she monitors whether the privacy law and data protection law are properly applied.

Transoft does not apply profiling in the meaning of automated analysis of personal data collected from you, to evaluate or correlate the personal aspects of the natural persons whose personal data is processed. Transoft does not use automated decision making, whether or not by use of profiling, which affects your legal position, or otherwise affects your position in any significant way, in relation to the personal data collected from you.

### **Sharing of Information With Third Parties**

Personal data collected with the purpose of providing you with free of charge information or services as described above, will not generally be shared with third parties, but might be shared with trusted resellers of Transoft products.

Personal data processed under commercial contracts with clients might be transferred to third parties who process data on our behalf or who process data for their own purposes as part of their services to us. If you are a user of our paid services, please refer to the applicable contractual framework.

Personal data processed as part of our recruitment efforts might be shared with service providers in the field of recruitment, who will have to comply with the same strict data protection regulations as Transoft.

Personal data in the form of digital identifiers described above might be shared with service providers in the field of marketing and sales services, who will have to comply with the same strict data protection regulations as Transoft.

For more information about how we use cookies specifically, reference is made to our Cookie Policy ([www.transoftsolutions.com/cookie](http://www.transoftsolutions.com/cookie)).

In all cases where personal data is transferred to data processors, we will set appropriate contractual conditions for processing by carefully vetted processors and auditing these processors for compliance with these terms.

Please note that personal data you share with Transoft might be transferred to other companies which form part of the same group of companies. Such companies can be shareholder companies, subsidiaries or other group companies, but also entities into which the company may be merged, or entities to which any of our assets, products, sites or operations may be transferred. Appropriate data protection policies will be maintained for any such transfer, in accordance with the applicable data protection regulations.

Some transfers might be between Transoft entities within the European Economic Area (EEA), and some might be transfers from Transoft entities in the EEA to Transoft entities outside the EEA. In case of transfers to countries outside the EEA, this will either be to a country which is the subject of an EU “adequacy decision” (such as our head offices in Canada), or otherwise will be subject to appropriate safeguards. Appropriate safeguards will mainly consist of appropriate contractual conditions for processing.

We will also disclose information we maintain when required to do so by law or other legal obligation, in response to a law enforcement agency's request, or in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property. Users should also be aware that courts of equity, such as Bankruptcy Courts, might have the authority under certain circumstances to permit personal information to be shared or transferred to third parties without permission.

### **Your Rights**

As a person whose personal data is processed, you have the following general rights under the applicable data protection regulations:

- Right to be informed;
- Right of access;
- Right to rectification;
- Right to erasure (right to be forgotten);
- Right to restriction of processing;
- Right to not be subject to automatic decision making;
- Right to object;
- Right to data portability;
- Right to file a complaint with a supervisory authority.

More information about your rights under the applicable data protection regulations can also be found on the website of the local data protection authority in your country. Please be aware that invoking your rights might, depending on the contents of your request, have the consequence that we are wholly or partly unable to continue our services towards you.

You may request details of personal information which Transoft hold about you at no cost. If you would like a copy of the information that is held on you by Transoft please email [privacy@transoftsolutions.com](mailto:privacy@transoftsolutions.com) or write to

Transoft Solutions Inc., 350 - 13700 International Place, Richmond, BC V6V 2X8, Canada; or  
Transoft Solutions (Europe) BC, Wijnhaven 60, 3011 WS Rotterdam, Netherlands; or  
Transoft Solutions (UK) Limited, Ardencroft Court, Ardens Grafton, Alcester, Warwickshire, B49 6DP, UK.

The accuracy of the personal information we hold is important to us, if you believe that any information is incorrect or incomplete, please email or write to us using the above addresses so that we can promptly rectify any information found to be incorrect.

## Questions

In case you have questions about the way Transoft processes your personal data you can contact us via [privacy@transoftsolutions.com](mailto:privacy@transoftsolutions.com) or write to one of the addresses noted above.

## Changes to This Privacy Statement

Transoft reserves the right to change the provisions of this Privacy Statement at any time but will alert you that changes have been made by updating the date of the last revision below.

Your use of the Transoft website following the issuing of an updated statement shall constitute your acceptance of any such changes. We encourage you to review our Privacy Statement whenever you visit our website to make sure that you understand how your information will be used.

Notwithstanding any change to this Statement, we will continue to process your personal data in accordance with your rights and Transoft's obligations in law.

Date of last revision: March 29, 2022