

MAINTENANCE ASSURANCE PROGRAM AGREEMENT

This Maintenance Assurance Program Agreement (“MAP Agreement”) is made by and between Transoft Solutions (Europe) B.V., Wijnstraat 96c, 3011 TR Rotterdam, The Netherlands (“Transoft”) and you (the “Licensee”).

WHEREAS:

A. Transoft and the Licensee have entered into one or more License Agreements (the “EULA”) 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 MAP Agreement, Transoft proposes to provide Maintenance Services and Support Services (as defined below) to the Licensee with respect to the Licensed Software.

TRANSOFT AND THE LICENSEE agree as follows:

1.0 **DEFINITIONS**

1.1 “**Annual Fee**” means the fee payable by the Licensee to Transoft on account of:

- (a) Services performed during the Initial Term as determined in accordance with Section 3.1; or
- (b) Services performed during a Renewal Term as determined in accordance with Section 4.2(a);

1.2 “**Automatic Renewal Option**” means an option selected by the Licensee in a purchase order pursuant to Section 3.2(a) or Section 4.3(b)(i), indicating that the Licensor has elected to have a Renewal Term automatically take effect;

1.3 “**Documentation**” means documentation with respect to the Licensed Software provided to the Licensee pursuant to the EULA;

1.4 “**EULA**” has the meaning set out in Recital A above;

1.5 “**Expiration Date**” means the date on which the Initial Term or a Renewal Term, as applicable will expire, which expiration date will be:

- (a) the last day of the duration of the term as set out pursuant to Section 3.1(c) or 4.2(b); or
- (b) if no date is set out pursuant to Sections 3.1(c) or 4.2(b), that day which is one year from the commencement date of the Initial Term or the Renewal Term, as applicable;

1.6 “**Initial Term**” has the meaning set out in Section 4.1;

1.7 “**Late Renewal Fee**” means the greater of:

- (a) € 75, as determined in Section 4.0
- (b) that amount which is equal to 5% of the Annual Fee applicable during the Renewal Term, as determined pursuant to Section 4.2(a);

plus interest at a rate of 24% per annum calculated from the Expiration Date of the preceding Initial Term or Renewal Term to the date of payment of the Late Renewal Fee;

1.8 “**Maintenance Services**” means:

- (a) updates to the Licensed Software including patches, bug fixes and minor software enhancements, and updates to the Documentation; and
- (b) the right to use new versions of the Licensed Software and related documentation, provided that prior to use of the new version, the Licensee will enter into a new EULA with respect to any new version of the Licensed Software;

1.9 **“Quote”** means a quote provided in accordance with Section 3.1 with respect to the Annual Fees payable by the Licensee during the Initial Term or in accordance with Section 4.2(a) with respect to the Annual Fees payable by the Licensee during a Renewal Term;

1.10 **“Renewal Term”** means any renewal term pursuant to Section 4.3;

1.11 **“Sales Taxes”** means, where applicable such sum as will be levied upon the Annual Fee, Supplemental Fees or any other fees payable pursuant to this MAP Agreement by the Federal or any Provincial or Territorial Government and is computed as a percentage of the fees and includes Value-Added Tax (“VAT”) and any similar tax, the payment or collection of which, by the legislation imposing such tax, is an obligation of Transoft;

1.12 **“Service Hours”** means 9:00to 17:00(GMT +1) Monday through Friday, but does not include Statutory Holidays in The Netherlands (during which Transoft may in its discretion provide limited coverage).

1.13 **“Services”** means the Support Services and the Maintenance Services and does not include the Supplemental Services.

1.14 **“Supplemental Fee”** means the fee payable to Transoft by the Licensee for Supplemental Services in accordance with Section 2.3;

1.15 **“Supplemental Services”** means:

- (a) Services which are required at any time other than during the Service Hours;
- (b) on-site support or training services;
- (c) issues or errors resulting from the negligence, error, or omission of the Licensee or its agents, employees, contractors, or representatives;
- (d) issues resulting from hardware malfunction;
- (e) issues that do not impair or affect the operation of the Licensed Software;
- (f) 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;
- (g) support for anything other than the Licensed Software, including any software that is being used in combination with the Licensed Software; and
- (h) customization of the Licensed Software.

1.16 **“Support Services”** means routine telephone and email support to provide the following technical support services:

- (a) proposed corrections for software error messages;
- (b) explanation of functions and features of the Licensed Software;
- (c) explanation of the Documentation; and

(d) guidance in the operation of the Licensed Software;

1.17 **“Supported Version”** means a version of the Licensed Software which is supported by Transoft in its discretion.

2.0 **SERVICES AND SUPPLEMENTAL SERVICES**

2.1 **Services.** During the term of this MAP Agreement, Transoft will provide the Services (as defined in Section 1.13 above) during the Service Hours in accordance with the terms of this MAP Agreement.

2.2 **Exclusion.** Notwithstanding Section 2.1, Transoft will have no obligation to provide the Services if:

- (a) the Licensee is not using a Supported Version of the Licensed Software;
- (b) the Licensee has modified the Licensed Software in any way;
- (c) the Licensee has any issues which are impacting the operation of the Licensed Software, including defective hardware, viruses, and network problems;
- (d) the Licensee is not using the Licensed Software with hardware and an operating system which are compatible with the Licensed Software, as specified in the EULA or in other materials or documentation provided by Transoft;
- (e) in the opinion of Transoft, the Licensee has not complied with its obligations pursuant to Section 5.1; or
- (f) the Licensee has failed to make payment to Transoft of any amount owing to Transoft pursuant to this MAP Agreement, in accordance with the terms of this MAP Agreement.

2.3 **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 chargeable by Transoft. Transoft will perform the Supplemental Services at the written request of the Licensee after receipt of the quote, and the Licensee will pay for the Supplemental Services plus applicable Sales Taxes, if applicable within the payment term indicated on the invoice for such Supplemental Services.

3.0 **FEES AND PAYMENT, AND INTEREST**

3.1 **Quote.** On request from the Licensee, Transoft will provide to the Licensee a quote setting out the following:

- (a) the Annual Fee payable by the Licensee to Transoft on account of Services to be provided during the Initial Term;
- (b) the date on which the Quote must be accepted by the Licensee pursuant to Section 3.2 (the “Acceptance Date”); and
- (c) the duration of the Initial Term.

3.2 **Acceptance.** If on or before the Acceptance Date, the Licensee:

- (a) provides to Transoft a signed purchase order confirming acceptance of the Quote and other applicable terms;
- (b) pays to Transoft the Annual Fee plus Sales Taxes, if applicable; and
- (c) agrees to the terms of this MAP Agreement;

this MAP Agreement will become binding on Transoft and the Licensee.

3.3 No Acceptance. If the Licensee does not comply with the provisions of Section 3.2 on or before the Acceptance Date, the Quote will become invalid and will no longer be binding on Transoft.

3.4 Interest. Any amounts not paid when due to Transoft pursuant to the terms of this MAP Agreement will bear interest at a rate of 24% per annum.

3.5 Fees. Without limiting any other provision of this MAP Agreement, 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 4.2.

4.0 TERM, RENEWAL, AND TERMINATION

4.1 Term. The term of this MAP Agreement (the "Initial Term") will commence on the date that the Licensee complies with the provisions of Section 3.2 (the "Commencement Date") and will terminate on the Expiration Date.

4.2 Renewal. No less than 60 days prior to the Expiration Date of the Initial Term or any Renewal Term, Transoft will give written notice to the Licensee of:

- (a) the Annual Fee applicable during the Renewal Term;
- (b) the duration of the Renewal Term; and
- (c) any other terms applicable to the Renewal Term.

4.3 Acceptance of Renewal. If:

- (a) The Licensee selected the Automatic Renewal Option and the Licensee does not within 30 days prior to the Expiration Date of the Initial Term or the applicable Renewal Term, give written notice to Transoft that the Licensee does not intend to renew this MAP Agreement, this MAP Agreement will automatically be renewed and the terms of this MAP Agreement, as amended pursuant to Section 4.2 will apply to the Renewal Term; or
- (b) The Licensee did not select the Automatic Renewal Option and if no later than a 30 days grace period after the Expiration Date of the Initial Term or the applicable Renewal Term the Licensee:
 - (i) provides to Transoft a signed purchase order confirming acceptance of the Quote pursuant to Section 4.2 and other applicable terms; and
 - (ii) pays to Transoft the Annual Fee applicable during the Renewal Term plus Sales Taxes, if applicable;

this MAP Agreement will be renewed and the terms of this MAP Agreement, as amended pursuant to Section 4.2 will apply to the Renewal Term.

4.4 No Acceptance. If:

- (a) The Licensee selected the Automatic Renewal Option and the Licensee gives written notice to Transoft or Reseller that the Licensee does not intend to renew this MAP Agreement within 30 days prior to the Expiration Date of the Initial Term or the applicable Renewal Term this MAP Agreement will not be renewed; or
- (b) The Licensee did not select the Automatic Renewal Option and the Licensee has not complied with the provisions of Section 4.3(b)(i) and 4.3(b)(ii) within the applicable time period, this MAP Agreement will not be renewed.

4.5 **Exception.** Notwithstanding Section 4.4, if no later than 60 days after the Expiration Date of the Initial Term or Renewal Term, as applicable the Licensee:

- (a) pays to Transoft the Late Renewal Fee; and
- (b) pays to Transoft the Annual Fee applicable during the Renewal Term plus applicable Sales Taxes;

this MAP Agreement will be renewed for a further term of a duration determined pursuant to Section 4.2(b), 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 MAP Agreement, as amended pursuant to Section 4.2 will apply to the Renewal Term.

4.6 **New Term.** If the Licensee does not comply with the provisions of Sections 4.3 or 4.5, and the Licensee requires the Services after the expiry of the period referred to in Section 4.5, the Licensee will request a Quote in accordance with Section 3.1.

4.7 **Termination by Transoft.** Transoft will have the right to terminate this MAP Agreement:

- (a) Immediately upon written notice on expiration or termination of the EULA;
- (b) Immediately upon written notice at any time if:
 - (i) the Licensee is in material breach of any warranty, term, condition or covenant of the Licensee pursuant to this MAP Agreement and fails to cure that breach within 5 days after written notice of that breach and of Transoft's intention to terminate;
 - (ii) 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 paragraph 4.7(b)(i) above will in the absence of a cure become effective automatically upon expiration of the cure period set out in the applicable paragraph. Termination under subsection 4.7(b)(ii) 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.

4.8 **Termination by Licensee.** If during a term of the EULA (the "EULA Term") and during the Initial Term or a Renewal Term, Transoft is unable to resolve a technical issue within 60 days of a request from the Licensee pursuant to the terms of this MAP Agreement, the Licensee may on written notice to Transoft terminate this MAP Agreement, and if the Licensee elects to terminate in accordance with this Section 4.8:

- (a) The Licensee will have no further rights pursuant to this MAP Agreement, provided that the provisions of the EULA will remain in full force and effect; and

- (b) 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 € 75.

4.9 **Obligations on Termination.** Upon termination of this MAP Agreement the Licensee will immediately pay to Transoft any amounts owing to Transoft by the Licensee pursuant to the terms of this MAP Agreement.

5.0 **COVENANTS OF THE LICENSEE**

5.1 **Licensee Cooperation.** In order to enable Transoft to provide the 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.

6.0 **ACKNOWLEDGEMENT AND DISCLAIMER**

6.1 **Acknowledgement.** The Licensee acknowledges and agrees that the 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.

6.2 **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.

6.3 **Limitation.** Without limiting the generality of Sections 6.1 and 6.2, under no circumstances will Transoft become responsible for any costs, payments, claims or damages, other than to make payment in accordance with Section 4.8(b).

7.0 **GENERAL**

7.1 **EULA.** The terms of this MAP Agreement are in addition to the terms of the EULA and will not amend or replace the EULA. If there is any discrepancy between the terms of this MAP Agreement and the terms of the EULA, the terms of the EULA will prevail.

7.2 **No Amendment.** The terms of this MAP Agreement will supersede the terms of any Purchase Order signed by the Licensee pursuant to the terms of this MAP Agreement.

7.3 **Notice.** Any notice required or permitted to be given under this MAP Agreement will be in writing, and be delivered to the address first above written 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 upon acknowledged receipt by the recipient if delivered by electronic mail.

7.4 **Entire Agreement.** This MAP Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all other agreements whether written, or oral between the parties, it being expressly understood that there are no other representations, terms, warranties, conditions, guarantees, promises, agreements, collateral contracts or collateral agreements express or implied, or statutory, other than those contained in this MAP Agreement and that this MAP Agreement represents the whole of the Agreement between the parties, and no alteration, modification or amendment hereof will be binding unless made in writing and signed by the parties hereto.

7.5 **Additional Acts.** The parties will do such additional acts and execute and deliver such further documents as may be requisite to give full effect to the terms of this MAP Agreement.

7.6 **Severability.** The invalidity of any particular portion, section or paragraph of this MAP Agreement will not affect the validity of any other provision herein and, in such event, such invalid provision will be severable from this MAP Agreement and the remainder of this MAP Agreement will be construed as if such invalid provision was omitted.

7.7 **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.

7.8 **Governing Law.** This MAP Agreement will be governed by and interpreted in accordance with the laws of the Netherlands.

7.9 **Counterparts.** This MAP Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same document.

7.10 **Gender.** Whenever the singular or the masculine is used herein, same will be deemed to include reference to the plural, feminine and body corporate as necessary.

7.11 **Binding Effect.** This MAP Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.