

Service Access and Use Terms of Trasna Solutions FZ LLC (together “Service Terms”)

PLEASE NOTE THAT TRASNA SOLUTIONS FZ LLC SERVICES ARE NOT INTENDED FOR INDIVIDUAL CONSUMER USE. BY AGREEING TO THESE TERMS THE CUSTOMER REPRESENTS AND WARRANTS THAT IT IS ACTING FOR PURPOSES RELATING ONLY TO THE CUSTOMER’S TRADE, BUSINESS, CRAFT OR PROFESSION (“B2B CUSTOMER”).

i. Definitions and interpretation

The following definitions and rules of interpretation apply in these Service Terms. The definitions not listed under clause 1.1 are defined in the context of the relevant passage.

1.1 Definitions:

Active (Inactive, Deactivated)	In respect of any Token (s. definition below), that such Token has been associated to a Service plan after that the customer has completed the Registration (s. definition below) procedure (and the term Activated and Activation , as well as Deactivated and Inactive shall be construed accordingly);
Coverage Area	The territories in which the Positioning Services are available;
Customer	The business entity which receives and/or purchases Positioning Services from Trasna;
Data Protection Legislation	The General Data Protection Regulation (“ GDPR ”) (Regulation (EU) 2016/679) and any Applicable laws in the jurisdictions relevant to the Customer relating to the protection of personal data, and terms relating to data protection shall, unless the context otherwise requires, have the meanings given to them in the GDPR;
Fees	The fees for Positioning Services set out in the applicable Order (or otherwise as published from time to time on the Website) or, if in paper form, as set out in a written quotation by Trasna;
Intellectual Property Rights or IPRs	Patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Personal Data	Personal data (as defined in the GDPR) processed by Trasna on behalf of the Customer under the Contract;
Plans	Positioning Services are sold through a number of subscription plans. A plan sets out one or more ways to measure a Customer’s consumption of a Service, along with a price for that volume of Positioning Service use. Plans are either Service-to-device Plans or Service-to-service Plans.
Trasna server	The Trasna server providing the Positioning Services
Registration	The procedure by which each Customer is registered and obtains the token to access the Positioning Service;
Services	All Positioning Services provided by Trasna server under these Terms;
Service-to-device Plan	Also “ S2D Plan(s) ” is a Plan that ties the measured Service use to a device connecting to the Trasna server.
Service-to-service Plan	Also “ S2S Plan(s) ” is a Plan in which an end device using a Service and deployed by the Customer does not directly connect to the Trasna server. Instead, the Customer receives one or more streams of data (AKA feeds) from the Trasna server delivered to its own backend system which it may then re-distribute via its own delivery platform to its customers or end users.

Service Description	The description or specification for the Positioning Services provided by Trasnà to the Customer (or otherwise as published on the Website);
Token	The unique alphanumeric string, i.e. the access token provided to Customer by Trasnà to allow the access to the Positioning Services;
Trasnà	Trasnà Solutions FZ LLC, a company registered in United Arab Emirates, whose registered office is at D67, Dubai Production City, Dubai, United Arab Emirates;
VAT	Value added tax or any equivalent tax chargeable in any country;
Website	The Trasnà website located at https://www.trasna.io .

1.2 Interpretations:

- A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- A reference to a **party** includes its personal representatives, successors and permitted assigns.
- A reference to a **statute or statutory provision** is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- A reference to **writing or written** includes email and, in respect of a written notice or communication given by Trasnà server.

ii. These Service Terms

2.1 Scope and application. These Service Terms are the terms and conditions on which Trasnà Solutions FZ LLC (“Trasnà”) provides Services to the Customer. These Service Terms are brought to your attention and must be accepted through a direct communication channel, such as email notifications, order confirmation and invoice. These Service Terms constitute an agreement between Trasnà and Customer. They take effect when you use any of the Services, whichever is the earliest (“**Effective Date**”), and they end in accordance with the terms for termination as set out further below (“**Termination**”). You represent to us that you are lawfully able to enter into these Service Terms. Only business customers (“**B2B Customers**”) are permitted to register (“Registration”) for a Token. Therefore, you are entering into the Service Terms on behalf of the company you work for, and you represent to us that you have legal authority to bind that entity. By agreeing to these Service Terms, the Customer enters into a binding contract with Trasnà commencing on the date that the Account is registered and continuing until termination in accordance with the termination clause hereunder (Termination).

2.2 Exclusion of Customer terms. These Service Terms are Trasnà’s condition of acceptance to enter into an agreement with the Customer and they apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, except where Trasnà enters into a separate, written agreement with the Customer, signed by both parties, in which case such agreement shall prevail over these Service Terms.

3 Orders

3.1 Order. The Customer may purchase Services by contacting Trasnà and placing a written purchase order based on a written quotation issued by Trasnà (“**Order**”).

3.2 Offer to purchase Services. An Order constitutes an offer by the Customer to purchase the ordered Services in accordance with these Service Terms. Any purchasing terms and conditions referred to in any Order issued by the Customer and deviating from these Service Terms shall not apply. The Order shall only be deemed to be accepted when Trasnà issues by email written acceptance of the Order at which point and on which date a contract shall come into existence between Trasnà and the Customer (“**Contract**”).

4 Services

4.1 Plans. Services are sold through a number of subscription Plans, either Service-to-device Plans or Service-to-service Plans. Details of the Plans available for each Service can be found at <https://www.trasna.io>.

4.1.1 Description. The Plan comprises a number of requests for access to the Service for a given price per month. Access to the Service is controlled through a Token which is provided on customer request via email communication. Plans

automatically renew each month unless the Plan is requested to be cancelled via email communication to Trasna regardless of whether or not there are any requests made to the Service.

- 4.1.2 **Activation.** The Token must be Active in order for it to be used in connection with the Services.
- 4.1.3 **Plan Overage.** Once all requests allocated to the Plan have been consumed, further use of the Service will be charged at an overage rate based on the additional number of requests made to the Service. Overage charges are only applied to an invoice once sufficient overage has occurred to reach USD \$0.01. Details of overage charges that apply to Plans can be found at <https://www.trasna.io>
- 4.1.4 **Service-to-service.** Customer agrees that it is responsible for the technical delivery of the Service to its end customers' end devices.
- 4.2 Availability and support.** Trasna does not warrant any availability of any Service or any support level, unless expressly agreed to by Trasna in writing. Customer represents and warrants that it has reviewed the limitations on the Services and that the Services are adequate for the intended purpose of its products.
- 4.3 Updates, upgrades, maintenance.** Unless expressly agreed upon in a separate document between the parties, from time to time, we may apply updates, upgrades, patches, bug fixes or other maintenance or support to the Services (“Maintenance”). Trasna agrees to use reasonable efforts to provide you with prior notice of any scheduled Maintenance (except for emergency Maintenance) and you agree to use reasonable efforts to comply with any Maintenance requirements that we notify you about.
- 4.4 Disclaimer of warranty.** The Services are provided “as is”. Except to the extent prohibited by law, or to the extent any statutory rights apply that cannot be excluded, limited or waived, Trasna and its licensors a) make no representations or warranties or any kind, whether express, implied, statutory or otherwise regarding the Services, and b) disclaim all warranties, including any implied or express warranties i) of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, quiet enjoyment, ii) arising out of any course of dealing or usage of trade, iii) that the Services will be uninterrupted, error free or free of harmful components, and iv) that any content or Service will be secure or not otherwise lost or altered.
- 4.5 Amendments of Service Description.** Trasna reserves the right to amend the Service Description if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Trasna shall notify the Customer in any such event.
- 4.6 Third party services.** Services provided by Trasna may be dependent on third party services. Where any third party terms and conditions apply to the use of such third party services, Trasna shall notify the Customer of such third party terms and conditions, which shall be incorporated into these Service Terms (and the Customer agrees to comply with such third party terms and conditions).
- 4.7 Duration and Use**
- 4.7.1 **Term.** The provision of the Service shall commence either on the date of the initial Activation of the Token. The Service provided by Trasna to the Customer shall continue until terminated in accordance with the Service Terms (Termination).
- 4.7.2 **Changing a Token.** A Token may be changed at any time via email request to Trasna. Plans for each Token can be changed immediately or from the next Plan renewal date. If the change is effective immediately, the renewal date for usage from that Token will be updated in line with the period of the new Plan and usage so far under the old Plan will be charged to the Customer in the next invoice.
- 4.7.3 **Deactivating a Token.** A Token may be Deactivated by Customer at any point via email request to Trasna. During the period that a Token is Deactivated, the access to the Service will be blocked. If a Token is Deactivated, the Plan will not renew on expiry, and no further Plan charges will apply until the Token is re-Activated.
- 4.7.4 **Coverage Area.** The Customer agrees and acknowledges that the Service is dependent upon internet availability being provided by a third party network operator over which Trasna has no control, and that the Service may be temporarily unavailable, interrupted, curtailed, or otherwise limited because of transmission limitations caused by various factors, including atmospheric, environmental, or topographical conditions; concentrated usage or capacity constraints; modifications, updates, relocations, repairs, maintenance, or other similar activities necessary for the proper maintenance or improved operation of the telecommunications networks, software or equipment. Trasna assumes no liability for any degradation, reduction, interruption, termination or suspension of Service in the Coverage Area.
- 4.7.5 **Service Uptime.** Uptime calculations and associated invoice periods are based on full calendar months: from 00:00.00 GMT of the first calendar day of the month to 23:59.59 GMT on the final calendar day of the month. Trasna makes commercially reasonable efforts to ensure that uptime for the Service is equal to or greater than 97% for any given invoice period. Planned outages will not be considered outage periods.

4.7.6 **Support.** Trasna provides support by receiving a written request from Customer to support email addresses specified at <https://www.trasna.io>. The support is provided during working hours from Monday to Friday from 08:30 to 17:30 GMT+1 excluding IT public holidays.

5 Customer Obligations

- 5.1 No unauthorized access or damage to Trasn server.** The Customer shall not access without authority, interfere with, damage or disrupt any part of the Trasn server or any associated software, network or equipment, whether the same belongs to Trasn or any third party.
- 5.2 Malware protection.** The Customer shall be responsible for its own virus and malware protection software and must not misuse the Trasn server by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. The Customer must not attack the Trasn server via a denial-of-service attack or a distributed denial-of service attack.
- 5.3 No third-party authorization.** In these Service Terms, an obligation on the Customer not to do something includes an obligation not to permit any third party to do such thing. Customer shall be responsible for any and all acts, omissions, infringement and defaults relating to its use or its own customers' use of the Services.
- 5.4 No reverse engineering.** To the extent permitted by law, Customer shall not and shall not permit any third party to translate, reverse engineer, decompile, recompile, cache, update or modify the Services, Trasn server and/or any parts of it such as API(s) without the prior written consent of Trasn. Customer shall not combine or distribute any of the API(s) with any software that is licensed under terms that require or seek to require that any of the API(s) (or any associated Intellectual Property Rights) licensed to others to allow the creation or distribution of derivative works or distributed without charge.
- 5.5 Prohibition to and restrictions on use.** Services may not be used in connection with i) weapons and weapon systems (e.g. systems for identifying targets or for the guidance of missiles, bombs or bullets, excluding when exclusively designed for the localization and disablement of land or water mines), including for testing and simulation of such weapon systems or ii) military drones, military unmanned vehicles or military robots (except when exclusively designed for localization and disablement of land or water mines). Services are not designed to be used as Critical Services (as defined below) in (a) any automated driving assistance device or system that is a part of any automotive application and mechanism, or (b) any kind of medical life-saving or life support device or system (including any device or system that is intended for surgical implant into the human body or to support or sustain life) and the malfunction or failure of which might result in injury or death to the user, or (c) any nuclear facilities, or (d) any air traffic control device, application or system, or (e) any other device, application or system where it is reasonably foreseeable that a temporary or definitive interruption or failure of the Service could lead to death, bodily injury or property damage. A Service is "Critical" when its malfunction or failure to perform may cause the failure of a device or system or may materially impact the performance of such device or system. Trasn excludes its liability for any prohibited use or a use for which the Services are not designed and intended for, and Customer shall indemnify Trasn from claims resulting from such use.
- 5.6 Compliance with laws and regulations.** Customer represents, warrants and covenants to Trasn that Customer is currently in compliance, and throughout the term of the Contract shall continue to comply, with all applicable laws, regulations and local practices existing from time to time, including, without limitation, all laws and regulations applicable to the distribution and protection of the data and information via the Trasn server and applicable privacy laws (s. also Data Protection).
- 5.7 Illegal or unauthorized use of Services.** The Customer shall not make use of any Services provided by Trasn:
- i. for any fraudulent or improper purpose or in any way that breaches any applicable local, national or international law or regulation;
 - ii. in any of the following countries: Russia (including territories occupied in Ukraine), Belarus, Cuba, Iran, Syria, Sudan, North Korea, or to any member state of the Eurasian Economic Union (Armenia, Kazakhstan, Kyrgyzstan);
The Customer represents that: i) he/she is not aware that the Service is intended for integration in a product/service for use in any of the aforementioned countries or iii) the Product will not be shipped contrary to export controls or other restrictions under any applicable law or regulation iv) he/she is not on a US or EU denied person or entity list and v) he/she will not sell its product/service integrating the Service to a customer who is not incorporating into his/her contracts a prohibition to sell its products into any of the aforementioned countries. A breach of the obligations and representations in this clause constitutes a material breach and Trasn may terminate any contractual relationship with the Customer with immediate effect. In addition, Trasn may claim a penalty of 10% of the Service sales price provided to Customer during the 12 months preceding the breach. At Trasn's request, Customer will sign a letter confirming the above.
 - iii. to send messages or communications which are offensive, abusive, menacing, obscene, annoying, incite hatred, panic or anxiety or which are otherwise unlawful;
 - iv. to access, transmit, publish, display, advertise or make available material which infringes copyright or any other Intellectual Property Right held in any country, is obscene or pornographic, contains threats of any kind, is defamatory

in any way or breaches confidence, which is illegal or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason;

- v. for any purpose which may result in the illegal access to or collection of data whilst in transit, illegal access to computers or networks, spamming, flooding or other such broadcasts together with any other activity which may adversely affect Trasna, its suppliers or any third party;
- vi. in a manner which conflicts with any accepted industry guidelines, practices or codes and in any case so as to cause any material negative impact upon Trasna's business relations and/or reputation with its partners, suppliers, contractors and/or customers;
- vii. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- viii. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

5.8 Customer Default. If Trasna's performance of any of its obligations under these Service Terms is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

- i) without limiting or affecting any other right or remedy available to it, Trasna shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Trasna's performance of any of its obligations;
- ii) Trasna shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Trasna's failure or delay to perform any of its obligations as set out in this clause (Customer Obligations); and
- iii) the Customer shall reimburse Trasna on written demand for any costs or losses sustained or incurred by Trasna arising directly or indirectly from the Customer Default.

5.9 Request for information. Customer shall, without undue delay, respond to Trasna's reasonable requests for information and assistance, to enable Trasna and its suppliers to provide the Services to the Customer, without undue delay.

6 Charges and Payment

6.1 Service Fees. The Fees for the Services shall be as set out in the Order Trasna server as quoted by Trasna. Trasna reserves the right to increase the Fees for the Services from time to time by giving not less than 30 (thirty) days' written notice of such increase to the Customer.

6.2 Monthly payment of Service Fees. Payment of the Fees for the Services is made by Customer via wire transfer to a bank account indicated by Trasna or via digital payment service link provided by Trasna, upon receipt of an invoice from Trasna.

6.3 Invoicing. Notwithstanding the above, Trasna reserves the right to invoice the Customer for the Services, at any time after accepting the relevant Order, where:

- (i) Trasna agrees to accept payment for the price of Services by means other than as set out above; and/or
- (ii) Trasna is unable to take payment for the Fees for the Services in accordance with the above-mentioned terms (including where the payment details provided by the Customer are invalid).

6.4 Invoicing due date. The Customer shall pay each invoice submitted by Trasna in full and in cleared funds, to a bank account nominated in writing by Trasna, within the time period specified in the invoice. In respect of any payment due by the Customer under these Service Terms, time of payment shall be of the essence.

6.5 Exclusive of VAT, without set-off, etc. All sums payable by the Customer under these Service Terms are exclusive of VAT which, where applicable, shall be payable in addition to (and at the same time as) such sums, subject to Trasna providing to the Customer a valid VAT invoice. All sums payable by the Customer under these Service Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.6 Overdue sums. If the Customer fails to make a payment due to Trasna under the Contract by the due date, then, without limiting Trasna's remedies under the terms for termination, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Such interest shall accrue at 5 (five) per cent p.a.

7 Intellectual Property Rights

7.1 Intellectual Property Rights ownership. TrasnA and its licensors shall retain ownership of all Intellectual Property Rights embodied in or otherwise arising out of or in connection with the Services, including, but not limited to, the Website, TrasnA server, API(s), and all Intellectual Property Rights in or arising out of or in connection with the Services.

7.2 Grant of rights (for Services in general). In consideration of the Fees paid, TrasnA hereby grants to Customer a fully paid-up, royalty-free, non-exclusive, non-transferable, revocable right to access and use the TrasnA server and API(s) to provide Services to its own customers (“**End Customer(s)**”) in the defined territory or the relevant coverage area in accordance with these Service Terms and the applicable Service Description for the term of the Contract. Customer is entitled to grant the necessary use rights to End Customers to the extent necessary to use the Services as stated in the Order and in accordance with the Service Description.

8 Data Protection

8.1 Compliance with Data Protection Legislation. Both parties will (and will procure that any of their respective directors, officers, employees, permitted agents, licensees and contractors will) comply with all applicable requirements of the Data Protection Legislation. These Service Terms are in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation. TrasnA is not processing any Personal Data by providing Services, except for the Personal Data of Customer’s representatives who are purchasing the Services via the Customer Order.

8.2 Customer as controller. By providing Services TrasnA is not a data controller and Customer acknowledges that, if any processing of Personal Data takes place by providing the Services, it is the controller and TrasnA is, if applicable, a processor acting on behalf of the Customer. The processing of Personal Data, if any, by TrasnA permitted under these Service Terms shall be as follows (provided that the following shall not be restrictive where the Customer instructs TrasnA to process Personal Data outside the following scope by its actions on the TrasnA server):

8.2.1 **Duration:** the duration of the provision of Services by TrasnA to the Customer;

8.2.2 **Subject matter and purpose:** TrasnA’s provision of, and the Customer’s use of, the Services;

8.2.3 **Nature:** the storage in, and onward transfer from, TrasnA’s or TrasnA controlled servers of Personal Data collected by the Customer through any Customer activities as TrasnA is reasonably required to undertake in connection with its performance of the Services; and

8.2.4 **Types of Personal Data and categories of data subjects:** such Personal Data concerning such data subjects as the Customer may from time to time transfer to TrasnA.

8.3 Customer obligations. The Customer shall:

8.3.1 ensure that it has in place all necessary appropriate legal bases, consents (if required), notices and policies to enable the lawful transfer of Personal Data to TrasnA;

8.3.2 not instruct TrasnA to undertake any processing activity that does not comply with, or which would result in either party breaching its obligations under, the Data Protection Legislation;

8.3.3 ensure that all Personal Data transferred to TrasnA by or on behalf of the Customer shall be accurate and up-to-date;

8.3.4 not knowingly or negligently do or omit to do anything which places TrasnA in breach of its obligations under the Data Protection Legislation; and

8.3.5 defend, indemnify and hold harmless TrasnA, to the fullest extent permitted by law, against any claims, actions, proceedings, losses, damages, expenses, fines and costs (including court costs and legal or other professional costs) incurred by TrasnA arising out of or in connection with TrasnA’s processing of Personal Data under these Service Terms.

8.4 TrasnA obligations. TrasnA shall:

8.4.1 process Personal Data only on the written instructions of the Customer (which shall comprise these Service Terms and the Customer’s direct or indirect instructions provided by way of its actions on the TrasnA server), save where otherwise required by law (in which case TrasnA will notify the Customer of such requirement prior to such processing, unless prohibited from doing so by such law);

8.4.2 transfer Personal Data outside the EEA only where the European Commission has adopted a decision that the recipient country ensures an adequate level of protection or where TrasnA provides appropriate safeguards and ensures the availability for data subjects of enforceable data subject rights and effective legal remedies (in accordance with the requirements of the Data Protection Legislation);

8.4.3 obtain a commitment of confidentiality from any person it allows to process Personal Data and engage third parties to process Personal Data on its behalf only with the prior consent of the Customer and on contractual terms no less restrictive than this clause (Data Protection);

8.4.4 implement appropriate technical and organisational measures to (a) ensure an appropriate level of security of Personal Data; and (b) assist the Customer to respond to requests for exercising data subjects’ rights;

- 8.4.5 assist the Customer to comply with its obligations in respect of any Personal Data breach (including notification of the same to the supervisory authority and/or data subjects);
- 8.4.6 make available to the Customer all information reasonably necessary to demonstrate compliance with this clause; and
- 8.4.7 on termination or expiry of the Contract (however caused), at the Customer's choice and cost, delete or return to the Customer all Personal Data and copies thereof that it has within its power, ownership or control.

9 Confidentiality

9.1 Non-disclosure. Each party undertakes that it shall not at any time disclose to any person any information that would be regarded as confidential by a reasonable business person concerning the business, affairs, customers, clients or suppliers of the other party (such party's **Confidential Information**), save that each party may disclose the other party's Confidential Information:

- 9.1.1. to its own and its affiliated companies' employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Service Terms. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause; and
- 9.1.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.2 Service Fees. The Fees for the Services shall be as set out in the Order TrasnA server as quoted by TrasnA . TrasnA reserves the right to increase the Fees for the Services from time to time by giving not less than 30 (thirty) days' written notice of such increase to the Customer.

9.3 Use for Contract only. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

9.4 Exclusions. For the purposes of this clause, a party's Confidential Information shall not include information which:

- i. is or becomes generally available to the public other than as a result of its disclosure in breach of these Service Terms;
- ii. was available, prior to its disclosure by that party, to the other party on a non-confidential basis;
- iii. was developed by the other party independently of any information disclosed by the first party; or
- iv. the parties agree in writing shall not be regarded as confidential.

10 Limitation of Liability. Except for damages caused by gross negligence or intent, any liability which is not expressly mentioned under these Service Terms, in particular and without limitation, for direct, indirect or consequential damages, loss of profit, irrespective of the grounds on which it is based (including late, partial or no delivery, infringement of Intellectual Property Rights, tort, contract or strict liability), is excluded by TrasnA to the maximum extent authorized by law. In cases where liability cannot be excluded, TrasnA's total aggregate liability to the Customer (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise), under each Contract to which these Service Terms apply, shall not exceed the total sums actually paid by the Customer to TrasnA under such Contract in the twelve (12) months preceding the events giving rise to such liability.

11 Termination

11.1 Termination at will. Without affecting any other right or remedy available to it:

- 11.1.1 the Customer may terminate the provision of Services under any Contract at any moment in accordance with the terms of the Plan; and
- 11.1.2 TrasnA may terminate the provision of Services by giving the Customer not less than 90 (ninety) days' written notice.

11.2 Termination for cause. Without affecting any other right or remedy available to it, either party may terminate any Contract with immediate effect by giving written notice to the other party if:

- i) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 (thirty) days after receipt of notice in writing to do so;
- ii) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- iii) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business

11.3 Termination for unpaid amounts. If the Customer fails to pay any amount due under the Contract on the due date for payment or becomes subject to any of the events listed in the above clause, Trasnna may (at its option) terminate the Contract with immediate effect by giving written notice to the Customer; or suspend the provision of Services under any Contract.

11.4 Deactivation and immediate payment. On termination or expiry (howsoever caused) of any Contract:

11.4.1 Trasnna shall deactivate all of the Services provided to the Customer and, subject to Customer's request, delete all data held in the Account or otherwise on behalf of the Customer; and

11.4.2 the Customer shall immediately pay to Trasnna all sums due and/or payable under all Contracts (including any applicable interest).

11.5 Effect of termination. Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. Any provision of these Service Terms that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

12 General

12.1 Assignment and other dealings.

12.1.1 Trasnna may at any time assign, subcontract or delegate any or all of its rights and obligations under the Contract.

12.1.2 The Customer shall not assign, transfer, subcontract or delegate any of its rights and obligations under the Contract.

12.2 Notices. Any notice or other communication given or required to be given to a party under or in connection with these Service Terms shall be in writing and shall be:

12.2.1 delivered by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), in which case such notice or communication shall be deemed to have been received at 9.00 am on the second Business Day after posting; or

12.2.2 sent by email (if to the Customer, to the email address provided); and, if to Trasnna, to an indicated email address on the Website.

12.3 Severance. If any provision or part-provision of these Service Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Service Terms.

12.4 Force Majeure. Trasnna shall not be liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control, whether caused to Trasnna directly or to one of its suppliers, which may include (but shall not be limited to) natural disasters, epidemics, diseases, acts or threats of terrorism, cyber-attacks, fire, flood, explosion or other similar or dissimilar acts of God, acts of war, unrest, hostilities (whether war be declared or undeclared), operational disturbances without fault, shortages of components, changes in applicable rules and regulations, strikes, embargo or other acts of governmental or quasi-governmental restrictions or intervention, public disorder, discontinuity of internet or other network access and other unavoidable events (a "Force Majeure Event").

12.5 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.6 No partnership or agency. Nothing in these Service Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

12.7 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

12.8 Third parties rights. Nothing in these Service Terms shall give rise to any rights under the Contracts to enforce the provisions of any Contract.

12.9 Variation. Trasnna may vary these Service Terms by giving not less than 30 days' written notice to the Customer and such varied Service Terms shall apply to all Services provided after such notice period.

12.10 Governing law and jurisdiction. The Contract is subject to Singapore material law for Customers located in the Asia Pacific region (APAC) and English material law for Customers located in the rest of the world, excluding any conflicts of law provisions. In the event of any dispute in the APAC region, the place of venue shall be the courts of Singapore and for any dispute in the rest of the world, the place of venue shall be the courts of London, except where Trasnna raises a claim at the Customer's place of residence or at the place of Service provisioning, whereupon the dispute shall be heard in the nearest court to such location.

v. 2026.03.