

Software License Agreement

Background Geolocation SDK — Terms and Conditions

Licensor: Transistor Software, a business name of 9224-2932 Quebec Inc., a corporation constituted under the laws of the Province of Quebec, Canada, with its principal place of business in Montreal, Quebec.

Plain-language summary. This summary is provided for convenience only. The Agreement that follows is the binding document.

- The platform packages you install from npm or pub.dev (React Native, Flutter, Capacitor, Cordova) are open source under MIT or Apache 2.0 licenses. The native SDKs inside them (`TSLocationManager.xcframework` for iOS and `tslocationmanager.aar` for Android) are proprietary, and this Agreement governs them.
- A license is **perpetual** and covers **one application** on **both iOS and Android**, for **unlimited users and devices**. You generate one key per platform from the Customer Dashboard. There are no per-user, per-device or royalty fees.
- Every license includes **twelve months of updates and priority technical support**. After that, your key and the versions you have keep working, and you may renew for another year (<https://shop.transistorsoft.com/products/background-geolocation-yearly-maintenance-fee>) at any time.
- The SDK is **fully functional in DEBUG builds** without a license, and a **free 30-day trial key** is available for RELEASE builds, so you can evaluate everything before you buy.
- The SDK runs **entirely on the device** and sends data **only to servers you configure**. Transistor Software receives no data from your app. License validation is done on-device with no network call.
- **Agencies** may use their licenses in apps they build and maintain for clients, and may hand a license to the client when the engagement ends.
- A license may be **transferred to a new owner** of the application by asking us. License keys **may not be resold** or distributed to other developers.

1. Definitions

- 1.1 "Agreement"** means this Software License Agreement together with each Order.
- 1.2 "Licensor"** means Transistor Software (9224-2932 Quebec Inc.).
- 1.3 "Licensee"** means the person or organization named in the Order. Where an individual accepts this Agreement on behalf of an organization, that individual represents that they have authority to bind the organization, and "Licensee" means the organization.
- 1.4 "Affiliate"** means any entity that controls, is controlled by, or is under common control with Licensee, where "control" means ownership of more than fifty percent of the voting interests.

- 1.5 "Native SDK" or "Software"** means Licensor's proprietary Background Geolocation SDK in binary form, currently distributed as `CLLocationManager.xcframework` (iOS) and `tslocationmanager.aar` (Android), including any platform variants of those binaries, any Add-ons licensed under an Order, any Updates and Upgrades supplied under this Agreement, and the Documentation.
- 1.6 "Wrapper Packages"** means the open-source source-code packages published by Licensor that integrate the Native SDK with a particular application framework (currently `react-native-background-geolocation`, `flutter_background_geolocation`, `@transistorsoft/capacitor-background-geolocation` and `cordova-background-geolocation-lt`) and any other packages Licensor publishes under an open-source license.
- 1.7 "Framework"** means the application framework for which a License is purchased: React Native, Flutter, Capacitor, Cordova, or native iOS and Android (Swift and Kotlin).
- 1.8 "Application"** means a mobile application that incorporates the Software and is published under a single Application Identifier.
- 1.9 "Application Identifier"** means the Android application ID (`applicationId`) and the iOS bundle identifier (`bundleIdentifier`) under which an Application is published, as registered in the Customer Dashboard when License Keys are generated. An Application Identifier includes the same identifier with any of the development suffixes `.dev`, `.development`, `.staging`, `.stage`, `.qa`, `.uat`, `.test` or `.debug`, and any further suffix Licensor agrees to on request.
- 1.10 "License"** means the right, granted under an Order for one Framework, to use the Software in one Application in accordance with this Agreement. A plan purchased under an Order contains the number of Licenses stated in the Order.
- 1.11 "License Key"** means a digitally signed token, generated by Licensee in the Customer Dashboard under a License, that authorizes the Software to operate in RELEASE builds of the Application on one platform. Each License permits one Android License Key and one iOS License Key.
- 1.12 "Trial Key"** means a time-limited License Key issued without charge for evaluation.
- 1.13 "Add-on"** means an optional feature or component of the Software that Licensor offers under a separate Order, currently including polygon geofencing, the Firebase adapter, and support for Huawei Mobile Services.
- 1.14 "Order"** means a purchase of Licenses, Add-ons, plan upgrades or Maintenance Period renewals made through Licensor's online store, the Purchase Page, the Customer Dashboard, or an invoice issued by Licensor, and identifies the Licensee, the Framework, the number of Licenses, and the fees.

- 1.15 "Purchase Page"** means the Background Geolocation SDK product page at shop.transistorsoft.com/products/background-geolocation-sdk, and **"Customer Dashboard"** means the customer account area at transistorsoft.com.
- 1.16 "Documentation"** means the SDK documentation published at docs.transistorsoft.com.
- 1.17 "Maintenance Period"** means the period of twelve months beginning on the date of an Order for a License, or on the date of an Order renewing it, as described in Section 6.
- 1.18 "Version"** means a release of the Software identified by a version number of the form MAJOR.MINOR.PATCH. A **"Patch Release"** changes only the PATCH number and contains bug fixes. A **"Minor Release"** changes the MINOR number and may contain new features. A **"Major Release"** changes the MAJOR number and may contain breaking changes.
- 1.19 "End User"** means a person who uses an Application.
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2. Scope of this Agreement

- 2.1 Wrapper Packages.** The Wrapper Packages are licensed under the open-source license stated in each package (MIT or Apache License 2.0). Nothing in this Agreement restricts the rights those licenses grant in the Wrapper Package source code.
- 2.2 Native SDK.** The Native SDK is proprietary software of Licensor and is licensed, not sold. A RELEASE build of any Application that uses a Wrapper Package necessarily uses the Native SDK, and this Agreement governs that use.
- 2.3 Third-party components.** The Software interoperates with operating-system and third-party components (including Apple and Google platform frameworks, Google Play services, Huawei Mobile Services and Firebase) that are supplied by their respective owners under their own terms. Licensor does not license those components.
- 2.4 Platform terms.** Licensee remains bound by the developer program terms and store policies of Apple, Google and any other distribution platform it uses.
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3. License Grant

- 3.1 Grant.** Subject to this Agreement and payment of the fees in the Order, Licensor grants Licensee, for each License purchased, a perpetual (subject to Section 12), worldwide, non-exclusive license, transferable only as permitted in Section 4.6, to:
- (a) integrate the Software into the Application covered by that License;

- (b) build, test, distribute and make available that Application to End Users, in object-code form only, through public app stores or private and enterprise distribution channels, with no limit on the number of End Users, devices or installations;
- (c) use the Documentation in support of the foregoing; and
- (d) permit its Affiliates, employees and contractors to exercise these rights on Licensee's behalf, provided that Licensee remains responsible for their compliance with this Agreement.

3.2 One License, one Application, both platforms. Each License covers one Application Identifier on both iOS and Android. Licensee generates the Android License Key and the iOS License Key for that Application in the Customer Dashboard at no additional charge. A plan of several Licenses covers that number of distinct Application Identifiers.

3.3 Framework. A License is purchased for one Framework and its License Keys are valid only in Applications built with that Framework. A License for one Framework is not valid for another, and migrating an Application to a different Framework requires a new License for that Framework.

3.4 Royalty free. No fees other than those stated in the Order are payable for use of the Software within the scope of Section 3.1, regardless of the number of End Users, devices, or the revenue Licensee earns from its Applications.

3.5 Development builds. The Software is fully functional in DEBUG builds without a License Key; the license-validation warning shown in DEBUG builds does not restrict functionality. DEBUG builds may be used for development and testing only and may not be distributed to End Users.

3.6 Trial Keys. Licensor may issue Trial Keys valid for thirty days from issue. A Trial Key may be used only to evaluate the Software in RELEASE builds and not for production use or distribution to End Users. Trial Keys expire automatically and may not be renewed except at Licensor's discretion.

3.7 Add-ons. Add-ons require a separate Order and are licensed under this Agreement for the same Application as the License they accompany. An Add-on License Key does not operate without a valid License for the Application. Circular geofencing is included in every License; polygon geofencing, the Firebase adapter and Huawei Mobile Services support are Add-ons.

3.8 Plan upgrades. Licensee may upgrade a plan to one containing more Licenses through the Customer Dashboard at the upgrade price published there.

3.9 License Key regeneration. License Keys are bound to the Application Identifier entered when they are generated and cannot be edited. On request, quoting the Order number, Licensor will destroy and regenerate the License Keys of a License for a different Application Identifier once without charge; further regenerations may be subject to Licensor's then-current fee. Licensor cannot remotely disable a License Key that has already been included in a distributed build; destruction of a License Key prevents its further use in new builds and its renewal.

3.10 Reservation of rights. All rights not expressly granted are reserved by Licensor. No license is granted by implication, estoppel or otherwise.

4. Restrictions, Transfers and License Key Integrity

4.1 Prohibited acts. Except as expressly permitted in this Agreement, Licensee shall not, and shall not permit any third party to:

- (a) sell, resell, rent, lease, lend, sublicense, give away, or otherwise distribute or make available any License, License Key, or the Software to any third party, other than as embedded in an Application permitted by Section 4.2 or by a transfer permitted by Section 4.6;
- (b) use a License Key in an Application other than one permitted by Section 4.2;
- (c) offer the Software or its functionality to third parties as a software development kit, library, template, boilerplate, starter kit, white-label application, or "SDK as a service" or "location tracking as a service" offering that enables those third parties to build or publish their own applications;
- (d) circumvent, disable, remove or tamper with the Software's license validation, or use a forged, expired, destroyed or Trial License Key in an Application distributed to End Users;
- (e) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code of the Native SDK, except to the extent that applicable law expressly permits such activity notwithstanding this restriction;
- (f) remove or alter any proprietary notice in the Software;
- (g) use the Software to build a product that competes with the Software; or
- (h) use the Software in violation of applicable law or of the policies of the platform through which an Application is distributed.

4.2 Application ownership. A License Key may be used only in an Application that is either:

- (a) published under a developer account belonging to Licensee or an Affiliate, so that Licensee or the Affiliate is the publisher of record; or
- (b) developed and maintained by Licensee for a client under a written services engagement, provided that Licensee integrates and maintains the Software in that Application and grants the client no right in the License Key or to use the Software in any other application. If Licensee ceases to maintain such an Application, Licensee may transfer the License to the client under Section 4.6; otherwise the client must obtain its own License in order to continue distributing the Application.

- 4.3 Volume plans.** The Licenses in a plan may be used for any Applications permitted by Section 4.2, including Applications that Licensee develops and maintains for different clients under Section 4.2(b). The volume price of a plan reflects Licensee's own scale of development work and confers no right to distribute Licenses or License Keys to others.
- 4.4 Verification.** Licensor may, no more than once in any twelve-month period unless it has reasonable grounds to suspect a breach, ask Licensee to confirm in writing the publisher of record of each Application using one of Licensee's License Keys. Licensee shall respond within ten business days.
- 4.5 Consequences of breach.** Any License or License Key sold, distributed or made available in breach of this Section 4 is void. Licensor may destroy such License Keys, may decline to regenerate or renew them, and may terminate this Agreement under Section 12.2. A person who obtains a License Key in breach of this Section 4 acquires no license and must purchase its own. Licensee acknowledges that breach of this Section 4 would cause Licensor harm for which damages alone would be an inadequate remedy, and that Licensor may seek injunctive relief in addition to any other remedy.
- 4.6 Transfers.** A License may be transferred only as follows:
- (a) **To a new owner of the Application.** With Licensor's consent, requested through the Customer Dashboard or by contacting Licensor with the Order number, Licensee may transfer a License to another party that will publish and maintain the Application, including a client for which Licensee developed the Application, a purchaser of the Application, or a successor to Licensee's business. Licensor will not unreasonably withhold consent. The transferee must accept this Agreement, and on transfer Licensee's rights in that License, including its remaining Maintenance Period, pass to the transferee and Licensee's own rights in it end.
 - (b) **Corporate succession.** Licensee may transfer all of its Licenses, together with this Agreement, to a successor to all or substantially all of its business by way of merger, acquisition, corporate reorganization or sale of assets, on written notice to Licensor, provided that the successor agrees in writing to be bound by this Agreement.
 - (c) **Limits.** A transfer is permitted only for a genuine change in the ownership or maintenance of an Application. Licensor may refuse or reverse a transfer, and treat it as a breach of Section 4.1(a), where transfers from a plan, taken together, amount to the sale or distribution of Licenses or License Keys to unrelated parties, or where Licensee carries on a business of acquiring Licenses for transfer to others.

5. Fees and Payment

- 5.1 Fees.** Licensee shall pay the fees stated in the Order. Fees are payable in advance in the currency stated in the Order, by credit card or PayPal through Licensor's online store, or, where Licensor agrees, by bank transfer against an invoice payable within thirty days of the invoice date.

- 5.2 Taxes.** Fees are exclusive of all sales, value-added, goods-and-services, withholding and similar taxes and duties. Licensee is responsible for all such taxes arising from the Order, other than taxes on Licensor's net income. If Licensee is required by law to withhold any amount, Licensee shall pay such additional amount as ensures that Licensor receives the full fees stated in the Order.
- 5.3 Issuance.** On receipt of payment, Licensor emails an invoice and registration instructions for the Customer Dashboard, where Licensee generates its License Keys.
- 5.4 No refunds.** Because the Software may be fully evaluated before purchase using DEBUG builds and a Trial Key, fees are non-refundable except where a refund is required by applicable law.
- 5.5 Purchase orders.** Licensee may issue a purchase order for administrative convenience. Terms printed on or referenced by a purchase order, vendor registration form or similar document do not form part of this Agreement, even if Licensor accepts or processes the document, unless Licensor expressly agrees to them in a signed writing.

6. Maintenance Period: Updates and Support

- 6.1 Included with every License.** Each Order for a License includes a Maintenance Period of twelve months beginning on the Order date.
- 6.2 Updates during the Maintenance Period.** During the Maintenance Period, Licensee is entitled to use every Version of the Software released by Licensor, including Patch, Minor and Major Releases, in the Application covered by the License.
- 6.3 After the Maintenance Period.** When the Maintenance Period ends, the License continues, and Licensee may continue to use, indefinitely, every Version released on or before the last day of the Maintenance Period. The Software enforces this entitlement through the License Key and reports in its log which Versions a License Key covers.
- 6.4 Renewal.** Licensee may renew the Maintenance Period for successive periods of twelve months, through the Customer Dashboard, by paying Licensor's then-current yearly maintenance fee (<https://shop.transistorsoft.com/products/background-geolocation-yearly-maintenance-fee>) as published on that product page. A renewal purchased after the Maintenance Period has lapsed begins on the date of the renewal Order.
- 6.5 Priority technical support.** During the Maintenance Period, Licensor will provide technical support for the integration and operation of the Software by email and through Licensor's GitHub issue trackers, using the GitHub accounts registered in the Customer Dashboard, in English, during Licensor's normal business hours (Eastern Time, Monday to Friday, excluding Quebec public holidays), using commercially reasonable efforts. Requests from Licensee are handled ahead of requests from unlicensed users. Support does not include a guaranteed response time, a guaranteed resolution of any issue, custom development, review of Licensee's code beyond questions of integration with the Software, or on-site services.

- 6.6 Cooperation.** Because defects in a location SDK can rarely be diagnosed without device logs, Licensee shall provide the diagnostic information Licensor reasonably requests, including the Software's own log output and the steps needed to reproduce a reported issue.
- 6.7 No obligation to release.** Nothing in this Agreement obliges Licensor to release any Update, Fix or Upgrade, to add any feature, to maintain any Version, or to correct any particular defect. Licensor determines the content and timing of releases at its sole discretion. Fixes are delivered only through new Versions, and Licensor recommends that Licensee adopt Patch Releases promptly.
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7. Data and Privacy

- 7.1 On-device operation.** The Software operates on the End User's device. It transmits location and related data only to the server endpoints that Licensee configures in its Application. Licensor operates no server that receives that data and does not collect, receive, store or process any personal data of End Users through the Software.
- 7.2 Offline license validation.** License Key validation is performed entirely on the device by verifying the digital signature of the License Key against a public key embedded in the Software. It involves no network request to Licensor and transmits no data.
- 7.3 Demonstration server.** Licensor's demonstration tracking server, which the Documentation and sample applications may reference, is provided solely for evaluation. Licensee shall not use it in any Application distributed to End Users, and Licensor makes no commitment as to the availability, retention or security of data sent to it.
- 7.4 Licensee's responsibilities.** Licensee is solely responsible for all data collected by its Applications, including for: obtaining any consent required from End Users; presenting privacy notices and platform permission prompts (including for background-location and motion-activity permissions) in the manner required by law and by platform policies; the security and retention of data on Licensee's servers; and compliance with all applicable privacy and data-protection laws, including where applicable the GDPR, the UK GDPR, the CCPA, PIPEDA and Quebec's Law 25.
- 7.5 No processing on Licensee's behalf.** Because Licensor does not process any personal data of End Users on Licensee's behalf, Licensor is not a "processor", "service provider" or equivalent with respect to Licensee's Applications, and no data-processing agreement is required for use of the Software.
- 7.6 Account data.** Licensor processes the business contact, order, GitHub account and Application Identifier information Licensee provides in connection with an Order for the purposes of issuing License Keys, billing and support.

8. Intellectual Property and Feedback

- 8.1 Ownership.** The Software and all copies, modifications and derivative works of it are and remain the exclusive property of Licensor and its licensors. Licensee acquires no ownership interest in the Software.
- 8.2 Feedback.** Licensee may provide suggestions, feature requests and other feedback concerning the Software. Licensor may use such feedback freely and without obligation, and Licensee grants Licensor a perpetual, irrevocable, royalty-free license to do so. Nothing in this Section restricts Licensee's own use of any idea it has provided as feedback.

9. Warranties and Disclaimers

- 9.1 Licensor's warranties.** Licensor warrants that (a) it has the right to grant the licenses in Section 3; and (b) to Licensor's knowledge, the unmodified Software as delivered does not infringe the intellectual property rights of any third party, and no claim of such infringement is pending against Licensor.
- 9.2 Nature of the Software.** Licensee acknowledges that the accuracy and availability of location data, the delivery of location and geofence events, battery consumption, and the ability of an Application to execute in the background depend on the device hardware, the operating system, the permissions granted by the End User, the power-management behaviour of the device manufacturer, network conditions and third-party services, none of which Licensor controls. Licensor does not warrant that the Software will operate without interruption or error, that location data will be accurate, timely or complete, or that any event will be delivered.
- 9.3 Evaluation.** Licensee acknowledges that it had the opportunity to evaluate the Software fully, using DEBUG builds and a Trial Key, before purchasing, and that it has satisfied itself that the Software is suitable for its needs.
- 9.4 Disclaimer.** EXCEPT AS EXPRESSLY STATED IN SECTION 9.1, THE SOFTWARE IS PROVIDED "AS IS", AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, NON-INFRINGEMENT AND NON-INTERFERENCE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 9.5 High-risk use.** The Software is not designed or intended for use in any application in which its failure could lead to death, personal injury or severe physical or environmental damage, including life-support, safety-critical navigation, or use as the sole means of emergency response. Licensee shall not use the Software in such applications.

10. Limitation of Liability

- 10.1 Exclusion of certain damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL OR DATA, OR FOR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2 Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE SHALL NOT EXCEED THE FEES PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 10.3 Exceptions.** Nothing in this Agreement excludes or limits either party's liability (a) for bodily or moral injury, or for intentional or gross fault, to the extent such liability cannot be excluded under the laws of Quebec or other applicable law; (b) for fraud; or (c) for any other liability that cannot be excluded or limited by applicable law. Sections 10.1 and 10.2 do not apply to Licensee's payment obligations, to Licensee's breach of Section 4, or to Licensee's obligations under Section 11.2.
- 10.4 Basis of the bargain.** The parties agree that the fees reflect the allocation of risk in this Section 10 and that Licensor would not have entered into this Agreement without it.

11. Indemnification

- 11.1 By Licensor.** Licensor shall defend Licensee against any claim brought by a third party alleging that the unmodified Native SDK, as delivered by Licensor and used in accordance with this Agreement, infringes that third party's patent, copyright or trademark, or misappropriates its trade secret, and shall pay the damages and costs finally awarded against Licensee by a court of competent jurisdiction, or agreed by Licensor in settlement, in respect of that claim. Licensor has no obligation for any claim arising from (a) modification of the Software by anyone other than Licensor; (b) combination of the Software with any product, data or process not supplied by Licensor, where the claim would not have arisen but for the combination; (c) use of a Version after Licensor has made available a non-infringing Version; or (d) use of the Software in breach of this Agreement. If the Software becomes, or in Licensor's opinion is likely to become, the subject of such a claim, Licensor may at its option and expense procure the right for Licensee to continue using it, modify or replace it so that it is non-infringing, or, if neither is commercially reasonable, terminate the affected Licenses and refund the fees paid for them in the twelve months preceding

the claim. Licensor's total liability under this Section 11.1 shall not exceed three times the fees paid by Licensee under the Order concerned. This Section 11.1 states Licensor's entire liability, and Licensee's exclusive remedy, for any claim of infringement.

- 11.2 By Licensee.** Licensee shall defend Licensor against any claim brought by a third party, including an End User or a regulator, arising out of or relating to (a) an Application, other than a claim covered by Section 11.1; (b) the collection, use, storage or disclosure of data by Licensee or its Applications; (c) Licensee's breach of Section 4, Section 7 or Section 13; or (d) Licensee's violation of applicable law, and shall pay the damages, fines and costs finally awarded against Licensor, or agreed by Licensee in settlement, in respect of that claim.
- 11.3 Procedure.** The party seeking defence shall promptly notify the other party of the claim, give the other party sole control of the defence and settlement (provided that no settlement imposing an obligation on the indemnified party other than payment of money shall be made without its consent, not to be unreasonably withheld), and provide reasonable cooperation at the defending party's expense.
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12. Term and Termination

- 12.1 Term.** This Agreement takes effect when Licensee first accepts it under Section 14.8 and continues until terminated in accordance with this Section 12.
- 12.2 Termination by Licensor.** Licensor may terminate this Agreement, or the Licenses concerned, (a) if Licensee materially breaches this Agreement and does not cure the breach within thirty days after written notice describing it; or (b) immediately on written notice if Licensee breaches Section 3.6, Section 4 or Section 8.1, or challenges Licensor's ownership of the Software.
- 12.3 Termination by Licensee.** Licensee may terminate this Agreement at any time by ceasing all use and distribution of the Software and destroying its copies. No fees are refundable on such termination.
- 12.4 Effect of termination.** On termination, the licenses in Section 3 end, the affected License Keys are destroyed, and Licensee shall within thirty days cease using the Software in any new build, cease distributing the affected Applications, and destroy its copies of the Native SDK. Sections 1, 4.5, 5, 7.4, 8, 9.4, 10, 11, 12.4 and 14 survive termination.
- 12.5 Discontinuation.** Licensor may cease offering or maintaining the Software or any Version at any time. Such discontinuation does not terminate any License already granted, and Licensee may continue to use the Versions it is entitled to under Section 6.

13. Compliance

- 13.1 Export and sanctions.** Licensee shall comply with all export-control and economic-sanctions laws applicable to its use and distribution of the Software, and represents that it is not, and is not owned or controlled by, a person or entity subject to such sanctions.
- 13.2 Platform policies.** Licensee is solely responsible for ensuring that each Application complies with the review guidelines and policies of the platforms through which it is distributed, including policies concerning background location, foreground services, prominent disclosure and permitted uses of location data. Licensor does not warrant that any Application will be accepted by any platform.
- 13.3 Lawful tracking.** Licensee shall not use the Software to determine the location of any individual without that individual's knowledge and, where the law requires it, consent, and shall not use the Software to surveil individuals covertly or in violation of their rights.

14. General

- 14.1 Governing law.** This Agreement is governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 14.2 Jurisdiction.** The courts of the Province of Quebec sitting in the judicial district of Montreal have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and each party submits to that jurisdiction, except that Licensor may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or to enforce Section 4.
- 14.3 Entire agreement.** This Agreement, together with each Order, is the entire agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements, proposals and representations, written or oral, concerning it. In the event of conflict, an Order signed by Licensor prevails over this Agreement for the Licenses it covers.
- 14.4 Assignment.** Licensee may not assign or transfer this Agreement except as permitted by Section 4.6. Licensor may assign this Agreement to an Affiliate or to a successor to its business.
- 14.5 Notices.** Notices under this Agreement shall be given in writing by email: to Licensor at info@transistorsoft.com, and to Licensee at the email address given in the Order. Notice is effective on the business day after it is sent, unless the sender receives notice of non-delivery.
- 14.6 Miscellaneous.** If any provision of this Agreement is held unenforceable, it shall be enforced to the maximum extent permitted and the remainder shall remain in effect. A waiver is effective only if in writing and applies only to the instance for which it is given. The parties are independent

contractors. Neither party is liable for delay or failure caused by events beyond its reasonable control, other than payment obligations. Headings are for convenience only. There are no third-party beneficiaries of this Agreement.

14.7 Language. The parties have expressly requested that this Agreement and all related documents be drawn up in English. *Les parties ont expressément demandé que la présente convention et tous les documents qui s'y rattachent soient rédigés en anglais.*

14.8 Acceptance. Licensee accepts this Agreement by doing any of the following: completing an Order; generating or using a License Key or Trial Key; or including the Native SDK in a RELEASE build of an Application. If Licensee does not agree to this Agreement, it must not do any of those things.

Transistor Software (9224-2932 Quebec Inc.)
Montreal, Quebec, Canada
info@transistorsoft.com · www.transistorsoft.com