SUBSCRIPTION TERMS

These Subscription Terms ("**Subscription Terms**") are incorporated into and made part of the Agreement and governs the Subscription Services provided by TIA to the Client following the completion of the Customization. Unless otherwise defined in these Subscription Terms, capitalized terms will have the meaning given to them in the Agreement.

1.   Definitions and Interpretation.

1.1   Wherever used in the Agreement, the following words and terms, which may be used in the singular or the plural, will have the following meanings:

(a)   "**Access Credentials**" means any username, password, or other security code, method, technology, or device used alone or in combination, to verify an individual's identity and authorization to access and use the Software.

(b)   "**Documentation**" means TIA's user guides or end user documentation, if any, relating to the Software provided by TIA to the Client either electronically or in hard copy form, as may be made available on the Site.

(c)   "**Effective Date**" means the date that the Software is launched pursuant to the Client Services Agreement.

2.   Access and Use.

2.1   Subject to and conditioned on the Client's payment of Subscription Fees and the Client's compliance with all other terms and conditions of the Agreement, TIA hereby grants the Client a limited, non-exclusive, and non-transferable right to use the Software during the Term solely for use by Authorized Users in accordance with the terms and conditions set out herein (the "**Subscription Services**"). TIA will provide to Authorized Users identified by the Client the necessary Access Credentials to access the Software within a reasonable time after it learns of the identity of such Authorized Users.

2.2   Subject to the terms and conditions contained in the Agreement, TIA also hereby grants to the Client a non-exclusive, non-sublicensable, non-transferable licence to use the Documentation during the Term solely for the Client's and its Authorized Users' use of the Software.

2.3   The Client shall not use the Software for any purposes beyond the scope of the access granted in the Agreement. The Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Software or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain unauthorized access to the Software, in whole or in part; (iv) remove any proprietary notices from the Software or Documentation; or (v) use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or that violates any applicable law.

2.4   TIA reserves all rights not expressly granted to the Client in the Agreement. Except for the limited rights and licences expressly granted under the Agreement, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to the Client or any third party any Intellectual Property Rights or other right, title, or interest in or to the Intellectual Property of TIA.

2.5   Notwithstanding anything to the contrary in the Agreement, TIA may temporarily suspend the Client's and any Authorized User's access to the Software if: (i) TIA reasonably determines that (A) there is a threat or attack on any of the Intellectual Property of TIA (B) the Client's or any Authorized User's use of the Intellectual Property of TIA disrupts or poses a security risk to such Intellectual Property or to any other customer or vendor of TIA, (C) the Client, or any Authorized User, is using the Intellectual Property of TIA for fraudulent or illegal activities, (D) subject to applicable law, the Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (E) TIA's provision of the Software to the Client or any Authorized User is prohibited by applicable law; (ii) any vendor of TIA has suspended or terminated TIA's access to or use of any third-party services or products required to enable the Client and Authorized Users to access the Software; or (iii) in accordance with Section **Error! Reference source not found.** (any such suspension described in subclause

(i), (ii), or (iii), a "**Service Suspension**"). TIA shall use commercially reasonable efforts to provide written notice of any Service Suspension to the Client and to provide updates regarding resumption of access to the Software following any Service Suspension. TIA shall use commercially reasonable efforts to resume providing access to the Software as soon as reasonably possible after the event giving rise to the Service Suspension is cured. TIA will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that the Client or any Authorized User may incur as a result of a Service Suspension.

2.6   The Client acknowledges and agrees that TIA may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Software.

2.7   Notwithstanding anything to the contrary in the Agreement, TIA may monitor the Client's and its Authorized Users' use of the Software and collect and compile Aggregated Statistics. As between TIA and the Client, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by TIA. The Client acknowledges that TIA may compile Aggregated Statistics based on the Client Data input into the Software. The Client agrees that TIA may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

3.   Responsibilities of the Client. The Client is responsible and liable for all uses of the Software and Documentation resulting from access provided by the Client, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, the Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by the Client will be deemed a breach of the Agreement by the Client. The Client shall use all reasonable efforts to make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.

4.   Additional Payment Terms.

In addition to any other express payment terms set forth in the Agreement, the following payment terms apply to the Subscription Fees payable to TIA for the Subscription Services:

(a)   The Client will be billed for the Subscription Fees annually in advance. The first invoice for the Subscription Fees will be issued to the Client on the Effective Date;

(b)   TIA reserves the right to change the Subscription Fees at any time by giving not less than 30 calendar days' prior written notice to the Client;

(c)   All Subscription Fees once paid to TIA are non-refundable and deemed fully earned at the time of such payment; and

(d)   In addition to any other rights or remedies of Consultant in the event of late payment, TIA may suspend further Authorized User activations.