

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 5, 2025



TransAct Technologies Incorporated  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation)

0-21121  
(Commission File Number)

06-1456680  
(IRS Employer Identification No.)

One Hamden Center  
2319 Whitney Ave, Suite 3B, Hamden, CT  
(Address of principal executive offices)

06518  
(Zip Code)

Registrant's telephone number, including area code: (203) 859-6800

(Former name or former address, if changed since last report): Not applicable

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$.01 per share	TACT	NASDAQ Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement.**

On August 5, 2025, TransAct Technologies Incorporated (the “Company”) entered into a Source Code Purchase and Perpetual License Agreement (the “License Agreement”) and a related Transition Statement of Work (the “SOW,” and together with the License Agreement, the “Source Code Transition Agreement”) with Avery Dennison Corporation (“Avery Dennison”).

Pursuant to the Source Code Transition Agreement, the Company has acquired a non-exclusive, perpetual and royalty free license to a copy of the source code and associated documentation for the BOHA™ Control Center, BOHA™ Ops (including labeling, media, checklist and timer modules), and the BOHA™ Temp and BOHA™ Sense applications (the “Code”), subject to payment by the Company of the full purchase price of \$2.55 million (“Purchase Price”).

This license allows the Company to use, modify, market, host, distribute, sublicense, copy and create derivative works of the Code for the Company’s business purposes. The Company will own any modifications it creates during the term of the Source Code Transition Agreement as well as after completion of the transition services, subject to claw-back if the Company fails to pay the Purchase Price and the professional fees for the transition services as described below. Any modifications that Avery Dennison develops during the performance of the transition services will be owned by Avery Dennison but are automatically included in the Code licensed to the Company.

The SOW sets out the milestones for the transition services, including delivery of source code and technical documentation; build pipeline set-up; hosting environment configuration; application training and monitoring; data cutover validation and 90 days of post-migration support phase.

Pursuant to the Source Code Transition Agreement, the Company will pay Avery Dennison the \$2.55 million Purchase Price in three milestone installments. The first installment of \$1.0 million is payable on the effective date of the Source Code Transition Agreement; the second installment of \$0.775 million is payable upon acceptance of the hosting environment configuration phase under the SOW; and the third and final installment of \$0.775 million is payable at the earlier of (i) completion of the support phase under the SOW and (ii) 12 months after the effective date of the Source Code Transition Agreement. In addition, in consideration for the transition services under the SOW, the Company will pay Avery Dennison fixed professional services fees of \$1.007 million, in installments tied to project phases that run from Code delivery through platform cutover, support and data migration.

The foregoing description of the Source Code Transition Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Source Code Transition Agreement. A copy of the Source Code Transition Agreement is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

**Item 2.02 Results of Operations and Financial Condition.**

The following information is being furnished pursuant to Item 2.02 “Results of Operations and Financial Condition” of Form 8-K. Such information, including Exhibit 99.1 attached hereto, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

On August 6, 2025, the Company issued a press release announcing its financial results for the quarter ended June 30, 2025. A copy of the press release is furnished as Exhibit 99.1 to this report.

**Item 8.01 Other Events.**

On August 6, 2025, the Company issued a press release announcing the entry into the Source Code Transition Agreement. A copy of the press release is attached as Exhibit 99.2 to this report and is incorporated herein by reference.

---

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

<b>Exhibit</b>	<b>Description</b>
10.1†	<a href="#">Source Code Purchase and Perpetual License Agreement, dated as of August 5, 2025, by and between TransAct Technologies Incorporated and Avery Dennison Corporation.</a>
99.1	<a href="#">Press Release dated August 6, 2025 of TransAct Technologies Incorporated announcing financial results for the quarter ended June 30, 2025.</a>
99.2	<a href="#">Press Release dated August 6, 2025 of TransAct Technologies Incorporated announcing entry into Source Code Purchase and Perpetual License Agreement.</a>
104	Cover page from this Current Report on Form 8-K, formatted in Inline XBRL

† Certain portions of this exhibit (indicated by “[\*\*\*]”) have been omitted pursuant to Item 601(b)(10) of Regulation S-K.

---

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**TRANSACT TECHNOLOGIES INCORPORATED**

By: /s/ Steven A. DeMartino  
Steven A. DeMartino  
President, Chief Financial Officer, Treasurer and Secretary

Date: August 6, 2025

---

Certain information in this document (indicated by “[\*\*\*]”) has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is not material and is the type that the registrant treats as private or confidential.

#### SOURCE CODE PURCHASE AND PERPETUAL LICENSE AGREEMENT

**THIS SOURCE CODE PURCHASE AND PERPETUAL LICENSE AGREEMENT** (hereinafter the “**Agreement**”) is entered into as of this 5th day of August, 2025 (hereinafter the “**Effective Date**”), by and between Avery Dennison Corporation (hereinafter “**AD**”) and TransAct Technologies Incorporated (“**TransAct**”). AD and TransAct shall also be referred to individually as “**Party**” and collectively as “**Parties**”.

**WHEREAS**, TransAct previously licensed access to and use of certain Software, as defined in and pursuant to the terms of that certain Master License Agreement, dated February 22, 2019, as amended (the “**MLA**”), the Master Development and License Agreement dated July 20, 2018 (the “**MDLA**”) together with all Statements of Work (each an “**SOW**” and collectively the “**SOWs**”, and together with the MLA and MDLA, the “**Master Agreements**”) entered into by and among TransAct and StremSoft LLC (formerly, ZippyYum LLC) (“**StremSoft**”) and subcontracted to AD pursuant to the Subcontract Agreement dated March 18, 2021 (the “**Subcontractor Agreement**”) and the Agreement to Accommodate Sale by ZippyYum to Avery Dennison dated March 16, 2021 (the “**Accommodation Agreement**,” (collectively, the “**License Agreements**”);

**WHEREAS**, AD acquired all rights, title and interest in and to the Software pursuant to an agreement with StremSoft whereby StremSoft sold substantially all of its assets, including the Software, to AD (the “**Acquisition**”);

**WHEREAS**, AD is also the owner of certain proprietary software applications that AD provided to TransAct in connection with the Software following the Acquisition, namely: BOHA Control Center; BOHA Ops with labeling, media, checklist, and timers modules; BOHA Temp, and BOHA Sense (collectively, the “**Licensed Software**” and, together with and solely as provided to TransAct in connection with the Software, the “**BOHA Solution**”);

**WHEREAS**, AD is also the owner of additional proprietary software (the “**Non-Licensed Software**”) that AD utilizes with or without the BOHA Solution and/or Licensed Software with AD’s customers and partners, but which is distinct from the Licensed Software provided to TransAct and its customers as part of the BOHA Solution; and

**WHEREAS**, TransAct desires to purchase a licensed copy of the Code (as defined herein) and obtain a perpetual right and license to use underlying AD Intellectual Property in and to such Code in order to host, maintain, and use an independent, standalone version of the BOHA Solution, for commercial purposes in its industry, and to obtain certain other rights as set forth herein, and AD is willing to create a new independent version of the BOHA Solution to grant to TransAct the foregoing rights, in accordance with the terms and provisions of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties hereto agree as follows:

---

1. **Definitions.** For purposes of this Agreement, the following capitalized terms shall have the following meanings, and, unless the context requires otherwise, shall include the plural as well as the singular. All capitalized terms not defined herein shall be ascribed the meaning set forth in the Purchase Agreement.

1.1 “**AD Intellectual Property**” means any invention, technique, improvement, development, computer program or software, device, trade secret, method, know-how, process, technique or the like, whether or not written or otherwise fixed in any form or media, regardless of the media on which contained and whether or not patentable or copyrightable, and all patents, trademarks, copyrights, and other intellectual property rights related thereto, in each case owned or developed by or on behalf of AD.

1.2 “**Affiliate**” means, with respect to any entity, any other entity that controls, is controlled by, or is under common control with such entity. For purposes hereof, “**control**” means the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of the subject entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

1.3 “**Code**” means all source code for the BOHA Solution, whether in human readable or machine readable form, but not including source code for the Non-Licensed Software.

1.4 “**Modifications**” means any modifications, changes, revisions, enhancements, corrections of defects, fixes, workarounds, improvements, or changes in functionality to, or derivative works of, the Code or, whether or not issued in a formal update, upgrade, or release, or any other work of authorship based upon the Code.

1.5 “**Professional Services**” means any implementation, migration, or other professional services which AD provides to TransAct pursuant to the terms of a Statement of Work.

1.6 “**Software**” has the meaning ascribed to it in the Master Agreements.

1.7 “**Statement of Work**” or “**SOW**” means a statement of work or similar document agreed to by the Parties in writing that sets forth the Professional Services to be provided by AD for TransAct.

2. **Code Purchase and License.**

2.1 **Purchase of Code and License Rights.** Subject to the terms of this Agreement and payment in full of the Purchase Price, as of the Effective Date of this Agreement, AD hereby (a) sells to TransAct a licensed copy of the Code; (b) grants to TransAct a non-exclusive, irrevocable and perpetual (except as expressly provided herein), worldwide royalty-free right and license to use AD Intellectual Property in and to such Code for TransAct’s business purposes. The foregoing license grants TransAct the right to (a) use, market, sublicense, distribute, copy, and deliver the Code for commercial purposes; (b) to host a copy of the Code; (c) to make Modifications to the Code as set forth in Section 2.3.

---

2.2 **Delivery of Materials.** AD shall provide TransAct with one (1) copy of the Code and the documentation therefor in a format agreeable to both parties in accordance with the timeline set forth in the Transition SOW (as such term is defined below). AD shall provide Transition Modifications in a format agreeable to both parties within a reasonable time following development of the same. TransAct shall be permitted to make such number of copies of the Code as are reasonably necessary in connection with the exercise of the rights granted to it hereunder.

2.3 **Modifications.** Any Modifications to the Code made, developed, or implemented by or on behalf of either AD or TransAct under the Transition SOW ("**Transition Modifications**") shall be owned solely and exclusively by AD but shall be included in the Code that is licensed to TransAct by AD pursuant to this Agreement. TransAct shall have the right to make Modifications to the Code at TransAct's sole cost and expense without the prior consent of AD (each a "**TransAct Modification**"). All such TransAct Modifications shall be owned solely and exclusively by TransAct. Notwithstanding the foregoing, in addition to other rights and remedies available to AD, in the event TransAct fails to timely pay AD, in full, the Purchase Price or Professional Services Fees, all of TransAct's right, title, and interest in and to any and all TransAct Modifications shall automatically be assigned to and shall vest in AD, and TransAct shall have no rights to such TransAct Modifications unless otherwise agreed by the Parties. Other than Transition Modifications, from the Effective Date of this Agreement, AD shall have no obligation to provide any Modifications to the Code or the Licensed Software made by or on behalf of AD (each, an "**AD Modification**"). All such AD Modifications shall be owned solely and exclusively by AD.

3. **Professional Services.** AD will perform Professional Services to assist TransAct in migrating the Code to TransAct's hosted environment, as set forth in a Statement of Work to be agreed to by the Parties in writing (the "**Transition SOW**") and in exchange for the fees set forth therein. Except as the Parties may expressly agree in writing, the Transition SOW shall be governed in all respects by the terms and conditions of this Agreement. Either Party may request material changes to the scope of the Transition SOW by submitting a request in writing to the other Party ("Change Request"). If AD submits the Change Request, AD will provide with the Change Request a proposed change order ("Change Order") setting forth the impact of the Change Request on the Transition SOW, including, without limitation, any impact on requirements, timing, and/or fees. If TransAct submits the Change Request, AD will provide a Change Order within a reasonable period of time. No changes to the Transition SOW shall be effective unless and until the Change Order is signed by authorized representatives of both parties.

#### 4. **Purchase Price.**

4.1 **Purchase Price; Invoicing.** For the rights granted hereunder, TransAct shall pay AD two million, five hundred fifty thousand dollars (\$2,550,000) (the "**Purchase Price**") payable upon the occurrence of the following milestones: (a) one million dollars (\$1,000,000) on the Effective Date; (b) seven hundred seventy-five thousand dollars (\$775,000) on acceptance of Phase Four (as described in the Transition SOW); and (c) seven hundred seventy-five thousand dollars (\$775,000) at the earlier of the completion of the Support phase (as described in the Transition SOW) and twelve (12) months following the Effective Date. AD shall provide an invoice to TransAct for each milestone payment of the Purchase Price as described in the preceding sentence, and TransAct shall pay all such invoices within ten (10) days following receipt thereof.

---

4.2 Professional Services Fees. In addition to the Purchase Price, TransAct shall pay AD fees for Professional Services in accordance with the payment schedule set forth in the Transition SOW (the “**Professional Services Fees**”).

4.3 Late Payments. Upon failure of TransAct to timely pay any amounts under this Agreement when due, AD shall be entitled to impose interest on the amount outstanding at the rate of one percent (1%) per month from the date such payment was originally due.

4.4 Expenses. Except as otherwise set forth in the SOW, each Party shall pay all expenses incurred by it in the negotiation, execution, and performance of this Agreement.

5. **Title and Confidential Information**.

5.1 Title. The Licensed Software, the Non-Licensed Software, the Code, any and all AD Modifications, and all other AD Intellectual Property are and shall remain the sole property of AD. As described above, TransAct shall own the copy of the Code as delivered to TransAct hereunder, and any TransAct Modifications shall be owned by TransAct. All rights not expressly granted to TransAct hereunder are hereby reserved to AD.

5.2 Confidential Information.

(a) The Parties agree that any non-public information received by one Party (“**Recipient**”) from the other Party (“**Discloser**”) in connection with this Agreement that is either marked as “confidential” or “proprietary” or that a reasonable person would understand to be confidential given the nature of the information and the circumstances surrounding its disclosure shall be deemed “Confidential Information.” Without limiting the generality of the foregoing, the Licensed Software and the Code shall be deemed the Confidential Information of AD. Confidential Information does not include information (i) in the public domain at the time of the Discloser’s communication thereof to the Recipient; (ii) that enters the public domain through no fault of the Recipient subsequent to the time of the Discloser’s communication thereof to the Recipient; (iii) that was in the Recipient’s possession free of any obligation of confidentiality at the time of the Discloser’s communication thereof to the Recipient; or (iv) is developed by the Recipient completely independent from the Confidential Information of the Discloser.

(b) Recipient shall not (a) use the Confidential Information of Discloser except as necessary to perform its rights and exercise its obligations under this Agreement, or (b) disclose the Confidential Information of Discloser to any person other than its directors, officers, employees, independent contractors, and legal and financial advisors (collectively, “**Representatives**”) who have a need to know such information and are subject to confidentiality obligations at least as restrictive as those in this Agreement. Recipient shall be responsible for any breach of this Section 5.2 by its Representatives. Recipient will use the same degree of care to protect the Confidential Information of Discloser as it uses to protect its own Confidential Information, but in no circumstances shall Recipient use less than reasonable care.

---

(c) The Recipient may disclose the Confidential Information of the Discloser in response to a valid court order, subpoena, civil investigative demand, law, rule, regulation (including, without limitation, any securities exchange regulation) or other governmental action, provided that the Recipient (i) first, to the extent legally permissible, provides notice of the required disclosure to the Discloser so that the Discloser may seek a protective order; (ii) cooperates with the Discloser's efforts to seek a protective order; and (iii) if the Discloser cannot obtain a protective order, disclose only that portion of the Confidential Information that, in the reasonable opinion of Recipient's legal counsel, is required to be disclosed. All such Confidential Information required to be disclosed shall remain subject to the obligations in this Agreement.

(d) The parties acknowledge and agree that the Discloser may suffer irreparable harm in the event that the Recipient fails to comply with the terms of this Section 5 and that monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to it at law or in equity, the Discloser shall be entitled to seek injunctive relief to enforce the terms of this Section 5 without the requirement of having to post bond.

(e) Subject to continued compliance with the terms of this Section 5.2, each Party may use for any purpose any general learning, skills, ideas, concepts, techniques, or other information retained in the unaided memory of its personnel who had access to or worked with Confidential Information disclosed under this Agreement ("**Residuals**"), provided that this right to Residuals does not represent a license under any patents, copyrights, trademarks, trade secrets, or other intellectual property or proprietary rights of either Party. A person's memory is unaided if the person has not intentionally memorized the relevant information for the purpose of retaining and subsequently using it for purposes unrelated to the relationship between the Parties.

## 6. **Warranties; Disclaimer of Warranties; Limitation of Liability.**

6.1 **Limited Warranties.** AD represents and warrants that: (i) the Code, as and when provided to TransAct, operates without material defect or deficiency, (ii) it has used commercially reasonable efforts to ensure that the Code, as and when provided to TransAct, does not contain any viruses or other malicious code, (iii) to the best of AD's knowledge as of the Effective Date, there are no third party claims alleging that the Code or the Licensed Software infringes the intellectual property rights of any such third party, and (iv) it shall perform the Professional Services in a professional and workmanlike manner.

6.2 **DISCLAIMER.** TRANSACT ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 6.1 ABOVE, THE CODE, THE LICENSED SOFTWARE, THE AD INTELLECTUAL PROPERTY, AND THE PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "WHERE IS," WITH ALL FAULTS, AND AD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT THERETO, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. SPECIFICALLY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AD MAKES NO REPRESENTATION OR WARRANTY THAT THE CODE OR THE LICENSED SOFTWARE WILL (I) MEET TRANSACT'S REQUIREMENTS, (II) BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR (III) COMPLY WITH REGULATORY OR LEGAL REQUIREMENTS APPLICABLE TO TRANSACT. AD DOES NOT GUARANTEE OR WARRANT THAT IT WILL CORRECT ANY ERRORS IN THE CODE OR THE LICENSED SOFTWARE. TRANSACT AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED FROM USE OF THE CODE AND THE LICENSED SOFTWARE.

---

6.3 LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY OF TRANSACT'S PAYMENT OBLIGATIONS HEREUNDER, OR TRANSACT'S INFRINGEMENT OF ANY AD INTELLECTUAL PROPERTY RIGHTS.

7. Term and Termination; Termination of License Agreements.

7.1 Term and Termination.

(a) Term. This Agreement shall commence as of the Effective Date hereof and, unless earlier terminated, shall continue until Completion (as such term is defined in the Transition SOW).

(b) Termination for Cause. Either Party may terminate this Agreement as a result of the other Party's material breach of its obligations hereunder, or under the Transition SOW, to the extent such breach remains uncured for a period of thirty (30) days following such Party's receipt of written notice of such breach from the non-breaching Party.

(c) Late Code Delivery. Notwithstanding the foregoing, in the event AD breaches its obligation to provide the Code pursuant to the timeline established in the Transition SOW, TransAct shall provide prompt written notice to AD and the Parties shall work together in good faith for a period of not less than ninety (90) days following AD's receipt of such notice to agree to a revised delivery schedule. If the Parties cannot agree on a revised delivery schedule within such 90-day period after using good faith efforts, TransAct may terminate this Agreement on notice to AD.

(d) Termination for Bankruptcy or Insolvency. AD may terminate this Agreement and the Transition SOW immediately by giving written notice to TransAct if TransAct makes an assignment for the benefit of creditors, becomes unable to pay its debts as they become due, dissolves or liquidates or files a voluntary petition in bankruptcy or a similar proceeding; if an involuntary petition in bankruptcy or a similar proceeding is filed against Vendor and is not stayed or dismissed within thirty (30) days; if a receiver is appointed for all or substantially all of Vendor's assets; or if execution is made on all or substantially all of Vendor's assets

7.2 Effect of Termination.

(a) Upon termination of this Agreement for any reason, the Parties' respective rights and obligations under this Agreement shall immediately cease except as otherwise set forth herein.

(b) In the event this Agreement is terminated by AD for cause pursuant to Section 7.1(b) or as a result of TransAct's bankruptcy or insolvency pursuant to Section 7.1(d), (A) the license granted to TransAct under Section 2.1 hereof shall automatically be revoked; (B) TransAct shall (i) promptly return the Code to AD, and (ii) pay for all work performed by AD under the Transition SOW up to the date of termination; and (C) the Parties' respective rights and obligations under each of the License Agreements shall automatically terminate pursuant to the terms of the Termination Agreement (as defined below).

---

(c) In the event this Agreement is terminated by TransAct for cause pursuant to Section 7.1(b) or as a result of AD's uncured late Code delivery pursuant to Section 7.1(c), (i) TransAct shall promptly return the Code and Licensed Software to AD, (ii) upon receipt of the Code and Licensed Software, AD shall refund to TransAct that portion of the Purchase Price that TransAct had paid to AD as of the effective date of termination and any pre-paid, unused Professional Services Fees, and (iii) the License Agreements shall continue in full force and effect until terminated in accordance with their terms.

7.3 Termination of License Agreements. Notwithstanding anything to the contrary in any License Agreement, the Parties acknowledge and agree that each of the License Agreements, and all of the Parties' respective rights and obligations thereunder, shall be terminated upon Completion (as defined in the Transition SOW) pursuant to a Termination Agreement that authorized representatives of each of AD and TransAct hereby undertake to negotiate in good faith after the Effective Date with StreamSoft (the "Termination Agreement").

7.4 Survival; No Other Ongoing Obligations. All terms of this Agreement that are intended by their nature to remain in effect after its termination or expiration will survive, including, without limitation, Sections 1 (Definitions), 2.1 (Purchase of Code and License Rights) (except to the extent the rights in such Section 2.1 may be terminated or revoked as expressly set forth in this Agreement), 4 (Purchase Price), 5 (Title and Confidential Information), 6.3 (Limitation of Liability), 7.2 (Effect of Termination), 7.3 (Termination of License Agreements), 7.4 (Survival; No Other Ongoing Obligations); 8 (Governing Law and Venue); 9 (Assignment); and 10 (General Obligations). The Parties shall have no ongoing obligations to one another under this Agreement following Completion of the Transition SOW and TransAct's payment in full of the Purchase Price and any fees due under the Transition SOW.

8. Governing Law and Venue.

8.1 Governing Law. This Agreement shall be construed and interpreted pursuant to the laws of the State of Ohio without consideration to its choice of law provisions.

8.2 Venue. The Parties consent to the jurisdiction and venue of the state and federal courts located in Lake County, Ohio.

9. Assignment.

9.1 Assignment. Neither Party may assign its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign all of its rights and obligations under this Agreement to a successor or purchaser in the event of a future disposition by such Party of all or substantially all of such Party's business or assets, whether by sale of assets or stock, merger, consolidation or otherwise; provided, that, TransAct may assign all of its rights and obligations under this Agreement to a successor or purchaser of all or substantially all of TransAct's business or assets in its Food Service Technology business, regardless of whether such sale or other disposition constitutes a disposition of all or substantially all of TransAct's business or assets; provided, further, that TransAct shall provide at least ninety (90) days' prior written notice of any such anticipated assignment to AD, and provided further that in no event shall TransAct permit a potential successor to access the Code or Licensed Software prior to such successor's execution of a non-disclosure or similar agreement with AD. Any attempt to assign this Agreement other than as permitted herein will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties' permitted successors and assigns.

---

10. **General Provisions.**

10.1 **Entire Understanding.** This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and may not be orally changed, altered, modified or amended in any respect. To effect any change, modification, alteration or amendment of this Agreement, the same must be in writing, signed by the parties hereto.

10.2 **No Waiver.** No waiver by either Party, whether expressed or implied, of any provision of this Agreement or of any breach or default of any Party, shall constitute a continuing waiver of such provision or any other provisions of this Agreement, and no such waiver by any party shall prevent such party from acting upon the same or any subsequent default of any other part of any provisions of this Agreement.

10.3 **Severability.** If any provision of this Agreement, or part thereof, is declared invalid, void or otherwise unenforceable within any independent jurisdiction within the territory, such provision or part thereof shall be deemed severed from this Agreement solely with respect to such independent jurisdiction within the territory and every other provision of this Agreement (including such stricken provision) shall otherwise remain in full force and effect with respect to the remainder of the territory. If any provision is held invalid as to duration, scope, activity, or subject, such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law.

10.4 **Counterparts/Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement shall become binding and enforceable upon a party at such time as a counterpart has been signed and either deposited in the mail, or transmitted via email to the other party.

10.5 **Relationship of Parties.** This Agreement does not constitute and shall not be construed as constituting an agency, a partnership or joint venture between AD and TransAct. Additionally, nothing contained herein shall be construed as to create between AD and TransAct the relationship of franchisor and franchisee. TransAct shall have no right to obligate or bind AD in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third persons.

10.6 **Successors and Assigns.** Without limiting anything herein to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the successors, permitted assigns, or legal representatives of the Parties.

10.7 **Survival of Terms.** All terms, conditions, obligations and provisions capable of surviving the termination or expiration of this Agreement shall so survive.

10.8 **Draftsmanship of Agreement.** This writing is the result of the mutual effort of the parties and their respective counsel; therefore, the parties agree that neither party shall be considered the draftsman of this Agreement.

(Signatures on Following Page)

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in the manner appropriate to each, as of the day and year first above written.

EVERY DENNISON CORPORATION:

By: /s/ Julie Vargas

Name: Julie Vargas

Title: VP/GM, Identification Solutions, Avery Dennison

TRANSACT TECHNOLOGIES INCORPORATED:

By: /s/ John Dillon

Name: John Dillon

Title: Chief Executive Officer

Software License Agreement

---

**AD Apps Transition**  
Statement of Work

Version 1.0  
Date: August 5, 2025

---

## Introduction

This Document is a Statement of Work (“SOW”) as defined in the Source Code Purchase and Perpetual License Agreement (“Agreement”), between the parties and is subject to and incorporates by reference the provisions of the Agreement. In the event of a conflict between this SOW and the Agreement, this SOW shall supersede, but only with respect to the subject matter hereof.

## Parties to this SOW

Transact Technologies Incorporated (“Client”) and Avery Dennison Corporation (“Avery Dennison” or “Solution Provider” or “Provider”).

## Contact Information

Company	Name	Email
Transact	[**]	[**]
AD	[**]	[**]

### 1. Summary of the Professional Services to be performed

This Statement of Work (SOW) outlines the scope of Professional Services to be provided by Avery Dennison to Transact. Provider will deliver a licensed copy of the source code, and will provide training and set-up of the respective environments for the BOHA Solution, which includes the following Licensed Software applications:

- BOHA Control Center,
  - BOHA Ops with the following modules:
    - Labeling,
    - Media,
    - Checklist,
    - Timers
  - BOHA Temp, and
  - BOHA Sense
  - License for Package names
  - [\*\*] integration
-

along with technical documentation. Additionally, Provider will configure build pipelines, configure a complete hosting environment for the BOHA Solution and associated services, and advise on the monitoring for these services.

Upon execution of this Statement of Work, both parties agree to conduct a series of joint planning sessions to define a detailed plan of work. These sessions will establish timelines, identify key milestones, clarify roles and responsibilities, and document any technical or operational dependencies. The outcome will serve as a mutually agreed foundation for execution and tracking of progress throughout the engagement. In-person sessions will be scheduled by mutual agreement, with any associated travel and accommodation costs to be billed separately and pre-approved by the Client. The planning sessions shall be conducted no later than 3 weeks after signing of this Statement of Work.

To ensure effective collaboration and delivery, the Provider will:

**a. Project Coordination**

Assign a dedicated Project Manager to act as the primary point of contact, responsible for coordinating project activities, maintaining communication, managing timelines, and raising issues or risks promptly.

**b. Team Assignment**

Assign the existing project team, consisting of technical experts with experience in Angular, .NET, SQL/NoSQL, Kotlin, Java (Android), Swift (iOS), and DevOps, to deliver the solution and support the Client throughout the project lifecycle. This team will lead implementation, documentation, and knowledge transfer efforts.

**c. Steering Committee Participation**

Actively participate in Steering Committee meetings, provide transparent progress updates, and raise risks or challenging topics constructively and in a timely manner, to enable informed decision-making. The cadence of the Steering Committee meetings will be every other week, unless both parties mutually agree to change the cadence.

---

## 2. Detailed Scope

### 2.1 Phase One: Source Code Delivery

- Provider will deliver a complete and documented copy of the source code for the following applications:
    - BOHA Control Center along with all relevant backend services for the following modules
      - Account Management
      - User and Role Management
      - Label Manager
      - Menu Manager
      - Checklist Manager
      - Location Manager
      - Analytics
    - BOHA Ops, including the following modules
      - Labeling
      - Media
      - Checklist
      - Timers
    - BOHA Temp
    - BOHA Sense
  - Source code copy will be delivered in a Git repository with version control capabilities. Any changes moving forward during the term of this SOW will be applied to the provided Git repository. Practically, every change is going to be committed to the existing Git repository on Provider's side as well the newly established Git repository on Client's side.
  - Provider will furnish technical documentation by the time of the face-to-face meeting to facilitate set-up on client side, including:
    - Dependency lists and versioning (open source components, commercial licenses, additional tools and services required etc.), including required number of licenses for the duration of the project to accommodate Provider's team members working in the newly set up environment
    - Hosting requirements (specifications for hosting infrastructure for compute, database, etc.).
    - Development environment specification (recommended developer machine configuration)
-

## 2.2 Phase Two: Technical Documentation

- Provider will furnish technical documentation, including:
  - Architecture diagrams
  - API ( Application Programming Interface) documentation
  - Deployment guides (Phase 4)
  - Data flow diagrams
  - Security considerations including PCI certification process

## 2.3 Phase Three: Build Pipelines

- Provider will set up automated build pipelines for each application using a platform agreed upon with the Client
- Build pipelines will include:
  - Code compilation
  - Available unit testing
  - Artifact generation

## 2.4 Phase Four: Hosting Environment

- Client will be responsible for the following:
    - Provisioning of the necessary hardware or cloud infrastructure to run and operate the entire tech stack as is (e.g., virtual machines, databases). The decision on hosting provider/infrastructure will be made during the planning phase of this project post SOW signature. If the Client selects a hosting provider or environment that is materially different from the requirements shared in Phase 1, and such selection necessitates additional work - including but not limited to development, integration, configuration, or operational setup - beyond the standard handover scope, the Parties will discuss the implications in good faith. Any such additional work will proceed only upon mutual written agreement, including a defined scope and associated fees based on reasonable estimates of complexity and effort.
    - Installation of required operating systems and supporting software (e.g., web servers, runtime environments).
    - Configuration of network connectivity and security (e.g., firewalls, VPNs).
    - Obtaining necessary licenses for any third-party software, covering both the development lifecycle as well as the application runtime.
-

- Provider will set up a full hosting environment for the applications and services, on the provided Client infrastructure, including
  - Setup of all web application and cloud services (“Readiness”)
  - Database setup and data migration (“Cutover”)
  - Hosting environment will include Development, Staging, and Production tiers.

## **2.5 Phase Five: Service Monitoring**

- Concurrently with the preceding phases, Provider will provide relevant guidance to Client to set the necessary monitoring of the BOHA Solution in the Client’s production environment. The ongoing operation and monitoring will fall under Client’s responsibility upon Readiness.

## **2.6 Phase Six: Application Walkthrough & Training**

- On a mutually agreed upon date (after mutually agreed ingestion period during which Client shall review, internalize, and familiarize themselves with the provided documentation, source code, and other deliverables. The Client is expected to use this period to assess the materials, raise any clarifying questions, and ensure readiness for subsequent integration, deployment, or operational steps), Provider will conduct a comprehensive walkthrough of each application code base (BOHA Control Center, BOHA Ops, BOHA Temp, BOHA Sense), demonstrating:
  - Key features and functionalities
  - User interface navigation
  - Configuration options
  - Integration points with other systems
  - Troubleshooting common issues

The walkthrough sessions will be conducted in the following cadence: i) Initial walk-through (2 days in a remote workshop setting per application, amounting to a total of 8 days), ii) optional deep-dive on specific areas where necessary after client has internalized the code-base (1 day in a remote workshop setting per application, amounting to a total of 4 optional days), and iii) optional “ask me anything” sessions after an additional internalization period (ad-hoc remote sessions, not to exceed 1 day per application during the term of this SOW).

---

- Provider will conduct remote training over the hosting environment setup which will cover:
  - Application administration and maintenance
  - Build and deployment processes
  - Monitoring and troubleshooting
  - Security best practices

Training sessions for the hosting environment will be conducted as an initial 2 day remote workshop, followed by an optional 1 day deep-dive and 1 day “ask me anything”, in accordance with the cadence described above. All training sessions will be recorded and automatically transcribed and will be made available to Client.

### **2.7 Phase Seven: Client Validation**

- Following completion of the Application Walkthrough and Training, Client shall have a period not to exceed twenty-eight (28) calendar days (the “Review Period”) to review and validate the operation of the BOHA Solution on the Client infrastructure (the “Final Deliverable”). Client shall inform Provider of any material defects in the Final Deliverable within the Review Period, and Provider shall use commercially reasonable efforts to remediate any such material defects within a reasonable time. If no notice of material defects is received within the Review Period, the Final Deliverable will be deemed validated by Client.

### **2.8 Phase Eight: Cutover**

- BOHA environment switchover
- Post-migration database schema validation
- Production and test data verification of post-migration environment

### **2.9 Phase Nine: Support**

- Provider will provide email support for the BOHA Solution on the Client infrastructure for a period of ninety (90) days following Client Validation. For the avoidance of doubt, this support will be limited to using best efforts to support the hosted environment as well as Client’s development teams, not end-customer application support.
-

## 2.10 Phase 10: DevOps and Confluence Data Transfer

- Provider will migrate all the relevant DevOps tickets and Confluence pages to the Client environment.

### 3. Deliverables

**3.1 Phase One: Source Code for BOHA Solution**, delivered via agreed-upon repository.

**3.2 Phase Two: Technical Documentation**, delivered in an accessible format on Confluence.

**3.3 Phase Three: Build Pipelines**, configured and operational within the chosen platform.

**3.4 Phase Four: Hosting Environment**, configured and ready for application deployment.

**3.5 Phase Five: Monitoring System**, implemented and configured to provide alerts and reports.

**3.6 Phase Six: Application Walkthrough & Training**, session(s) conducted for Client's DevOps resource

**3.7** No deliverables in Phases Seven, Eight, and Nine

**3.8: Phase Ten: DevOps and Confluence Data Transfer**, DevOps tickets and Confluence pages migrated

Phase 10 constitutes the final phase of the project and, upon its successful completion and acceptance by the Client, shall be deemed as the formal conclusion of all project deliverables and obligations defined herein ("Project Completion"). No further work shall be required beyond this point unless mutually agreed upon in writing through a separate change order or agreement.

---

#### 4. Client Obligation

To ensure the timely and successful completion of the project, the Client shall:

- **Project Coordination:**
    - Assign a dedicated Project Manager (PM) as the primary point of contact for the duration of the project. This PM will be responsible for:
      - Coordinating activities and communication between the Client and Provider teams.
      - Providing timely feedback and approvals.
      - Escalating issues and risks as needed.
  - **Technical Resources:**
    - Allocate sufficient technical resources with the following skills to effectively absorb the delivered knowledge and manage the applications:
      - Experience with Angular and .NET framework for web and backend services along with experience in SQL and NoSQL databases
      - Experience in Kotlin and Java for Android apps
      - Experience in Swift for iOS apps
      - DevOps engineer to handover environment setup
    - Ensure these resources are available for walkthroughs, training sessions, and ongoing collaboration.
  - **System Access and Infrastructure:**
    - Provisioning the infrastructure which includes setting up and maintaining all necessary server infrastructure and environments (including, but not limited to, development, staging, and production) required to host and operate the portal, backend and all database components of the solution along with any high availability requirements
    - Provide access to the following systems:
      - A Git repository for source code management.
      - A development, staging, and production environment for building and deploying the applications based on our current environment
      - Grant necessary access permissions to the Provider team.
    - Acquire all necessary 3rd party licenses to build, run, and operate all components of the solution based on the provided list
  - **Steering Committee:**
    - Establish a steering committee consisting of Client representatives to provide overall project guidance and make key decisions.
-

- **Cutover:**

- Upgrade all customers to the latest version of Ops/Temp/Sense and have one version in the field prior to the cutover to the new environment
- Notify all customers that this update will be mandatory for them in order to continue accessing the system

## 5. Timelines

All days below are working days. Start date refers to end of Planning Session plus no longer than 4 working weeks depending on scheduling.

	<b>Activity</b>	<b>Target Delivery Timeframe</b>
5.1	Phase One: Source Code Delivery	Start + 80 days
5.2	Phase Two: Technical Documentation Delivery	5.1 + 56 days
5.3	Phase Three: Build Pipeline Setup	5.1 + 28 days
5.4	Phase Four: Hosting Environment Setup	5.3 + 42 days
5.5	Phase Five: Service Monitoring	5.4 + 28 days
5.6	Phase Six: Application Walkthrough and Training	5.5 + 28 days
5.7	Phase Seven: Client Validation	5.6 + 28 days
5.8	Phase Eight: Cutover	5.6 + 14 days
5.9	Phase Nine: Support	5.8 + 90 days
5.10	Phase Ten: DevOps and Confluence Data Transfer	5.7 + 28 days

---

All timelines are estimates. Avery shall not be responsible for delays in performance that arise from Client's failure to timely perform its obligations under the SOW or for other reasons outside Avery's reasonable control.

**6. Remuneration**

Client shall pay the fees set forth in this for the Professional Services outlined in this SOW. Client may request that Provider perform additional services that are not specifically described in this SOW. In this event, Avery will communicate with Client in writing regarding the feasibility, scope, and estimated cost of these additional services. Engagements for additional services may necessitate that the parties sign a change order or amendment to this SOW to reflect the obligations of both parties. This SOW will not be modified or changed unless and until the parties execute such a written change order or amendment.

Workstream	Delivered by	Total Cost in USD
[***]		
<b>Total</b>		<b>1,007,000</b>

---

The project's payment schedule shall be structured on a payment milestone basis as outlined below.

For the avoidance of doubt, the percentage specified in the table below represents the proportion of the total remuneration of One Million Seven Thousand United States Dollars (USD 1,007,000), that is due and payable upon the achievement of the corresponding payment milestone. For example, the payment due and payable at the first payment milestone [\*\*\*].

The successful completion of a phase is defined as the earlier of the following events: a) The successful completion and signing of the formal Acceptance Protocol for a phase or b) the date upon a phase is deemed accepted, as defined in Appendix A due to no issues being raised in writing within the stipulated timeframe.

<b>Payment Milestone</b>	<b>Percentage</b>	<b>Payment Trigger</b>
Project Kickoff	[***]	Due and payable within fifteen (15) business days from the date of execution of this Statement of Work
Phase 1 Completion	[***]	Due and payable within fifteen (15) business days from completing Phase 1 - Source Code Delivery
Phase 3 Completion	[***]	Due and payable within fifteen (15) business days from completing Phase 3 - Build Pipelines
Phase 4 Completion	[***]	Due and payable within fifteen (15) business days from completing Phase 4 - Hosting Environment
Phase 8 Completion	[***]	Due and payable within fifteen (15) business days from completing Phase 8 - Data Cutover
Project Signoff	[***]	Due and payable within fifteen (15) business days from completing Phase 10 - DevOps and Confluence Data Transfer

---

## 7. Additional Considerations

All information exchanged, disclosed, or otherwise made available between the parties under this Statement of Work shall remain subject to the confidentiality provisions outlined in the Agreement between the parties. These obligations extend to any proprietary information, trade secrets, intellectual property, business strategies, customer data, or other sensitive information, and shall survive the expiration or termination of this SOW in accordance with the terms of the Agreement.

Both parties acknowledge and agree that throughout the duration of this SOW and for a period of 36 months thereafter, neither party shall directly or indirectly solicit for employment, engage, or otherwise contract with any employee, contractor, or consultant of the other party who is involved in the performance of services under this SOW, except as explicitly agreed in writing by the affected party.

---

8. Signatures

On behalf of *Client*

Signature /s/ John Dillon  
Name John Dillon  
Title CEO  
Date August 5, 2025

On behalf of "*Avery Dennison*"

Signature /s/ Julie Vargas  
Name Julie Vargas  
Title VP/GM, Identification Solutions, Avery  
Dennison  
Date August 5, 2025

---

## Appendixes

### Appendix A: Detailed Acceptance Criteria

\*\*\*

---

# TRANSACT

Technologies Incorporated

## TransAct Technologies Reports Preliminary Second Quarter 2025 Financial Results

Sold Over 1,900 Terminals in the Second Quarter 2025, Bringing Six Month Number to 4,292

Total Quarterly FST Revenue Up 14% Year-Over-Year

Quarterly Casino and Gaming Sales Up 42% Year-Over-Year and 14% Sequentially

**Hamden, CT – August 6, 2025** – TransAct Technologies Incorporated (Nasdaq: TACT) (“TransAct” or the “Company”), a global leader in software-driven technology and integrated printing solutions for large and emerging markets, today reported preliminary results for the second quarter ended June 30, 2025.

"We achieved another quarter with growing momentum, and FST results reflecting progress across our sales motion and go-to-market strategies. Our improving operations have helped us achieve profitability, with decreases in net loss for the second quarter and first half of 2025 compared to the corresponding prior-year periods and positive adjusted EBITDA in the second quarter and through the first half of 2025. I am also pleased to announce that we have acquired a perpetual and royalty free license to a copy of the source code for the BOHA! software. This will enable us to modify, enhance, extend, and service our entire BOHA! platform on a go-forward basis as we see fit once the in-housing transition process is complete," said John Dillon, Chief Executive Officer of TransAct. "In our casino and gaming market, we saw great results in the quarter which, combined with growing strength in non-casino gaming applications such as charitable gaming, drove \$7.6 million in revenue. These milestones underscore the progress we have made against the execution of our strategic priorities and pursuit of consistent growth in our results."

### Second Quarter 2025 Financial Highlights

- **Net Sales:** Net sales for the second quarter of 2025 were \$13.8 million, up 6% sequentially and 19% compared to \$11.6 million for the second quarter of 2024 as a result of stronger sales in both FST and casino and gaming.
  - **FST Recurring Revenue:** FST recurring revenue for the second quarter of 2025 was \$3.0 million, which represents an increase of 11% sequentially and 7% compared to \$2.8 million for the second quarter of 2024.
  - **Gross Profit:** Gross profit for the second quarter of 2025 was \$6.7 million, resulting in gross margin of 48.2%, compared to gross profit of \$6.1 million for the second quarter of 2024, resulting in a 52.7% gross margin.
  - **Operating loss:** Operating loss for the second quarter of 2025 was \$(258) thousand, compared to an operating loss of \$(15) thousand for the first quarter of 2025 and \$(438) thousand for the second quarter of 2024.
  - **Net loss:** Net loss for the second quarter of 2025 was \$(143) thousand, or \$(0.01) per diluted share, based on 10.1 million weighted average common shares outstanding. This compares to a net loss for the second quarter of 2024 of \$(319) thousand, or \$(0.03) per diluted share, based on 10.0 million weighted average common shares outstanding.
  - **EBITDA:** EBITDA was \$28 thousand for the second quarter of 2025, compared to \$221 thousand for the first quarter of 2025 and \$(190) thousand for the second quarter of 2024.
  - **Adjusted EBITDA:** Adjusted EBITDA was \$478 thousand for the second quarter of 2025, compared to \$544 thousand in the first quarter of 2025 and \$89 thousand for the second quarter of 2024.
-

## 2025 Financial Outlook

- **Net Sales:** The Company now expects full year 2025 net sales of between \$49 million and \$53 million.
- **Adjusted EBITDA:** The Company expects full year 2025 adjusted EBITDA to be between \$0 (breakeven) and \$1.5 million.

Our outlook for non-GAAP adjusted EBITDA is presented only on a non-GAAP basis because not all of the information necessary for a quantitative reconciliation of this forward-looking non-GAAP financial measure to the most directly comparable GAAP financial measure is available without unreasonable effort, primarily due to uncertainties relating to the occurrence or amount of these adjustments that may arise in the future. If one or more of the currently unavailable items is applicable, some items could be material, individually or in the aggregate, to GAAP reported results.

## Source Code Purchase and Perpetual License Agreement

TransAct today announced that it has acquired a perpetual license to a copy of the source code for the BOHA! software that it licenses from Avery Dennison. Under the terms of the agreement, TransAct has obtained a perpetual and royalty free license to use, host, market, sublicense, distribute, copy, and modify the code as the Company sees fit for its business purposes. The Company expects to launch its fully supported version of BOHA! in early 2027.

## 2025 Second Quarter Conference Call and Webcast

TransAct is hosting a conference call and webcast today, August 6, 2025, beginning at 4:30 p.m. ET to discuss the Company's preliminary second quarter 2025 results and other matters. Both the call and the webcast are open to the general public. The conference call number is 800-343-4849 and the conference ID is TRANSACT. Please call ten minutes prior to the presentation to ensure that you are connected.

Interested parties may also access the conference call live on the Internet at [www.transact-tech.com](http://www.transact-tech.com) (select "Company" followed by "Investor Relations," then select "News & Events" followed by "Events & Presentations"), or directly at [https://viaavid.webcasts.com/starthere.jsp?ei=1728809&tp\\_key=3eb9a53c63](https://viaavid.webcasts.com/starthere.jsp?ei=1728809&tp_key=3eb9a53c63). Approximately two hours after the call has concluded, an archived version of the webcast will be available for replay at the same location.

## Non-GAAP Financial Measures

TransAct is providing certain non-GAAP financial measures because the Company believes that these measures are helpful to investors and others in assessing the ongoing nature of what the Company's management views as TransAct's core operations. EBITDA and adjusted EBITDA provide the Company with an understanding of one aspect of earnings before the impact of investing and financing charges and income taxes. The Company believes that these non-GAAP financial measures provide relevant and useful information to an investor evaluating the Company's operating performance because these measures are: (i) widely used by investors to measure a company's operating performance without regard to items that do not reflect the Company's ongoing operations and are excluded from the calculation of such measures; (ii) used as financial measurements by lenders and other parties to evaluate creditworthiness; and (iii) used by the Company's management for various purposes including strategic planning and forecasting and assessing financial performance. The presentation of this non-GAAP information is not considered superior to or a substitute for, and should be read in conjunction with, the financial information prepared in accordance with GAAP.

---

EBITDA is defined as net loss before net interest income, income taxes, depreciation, and amortization. A reconciliation of EBITDA to net loss, the most comparable GAAP financial measure, can be found attached to this release.

Adjusted EBITDA is defined as net loss before net interest income, income taxes, depreciation and amortization and is adjusted for (1) share-based compensation expense and (2) any other items, when they occur, that we believe do not reflect the ordinary earnings of the Company's ongoing business. The Company adjusts EBITDA for share-based compensation because the Company considers share-based compensation expense to be a non-cash expense similar to depreciation and amortization. A reconciliation of adjusted EBITDA to net loss, the most comparable GAAP financial measure, can be found attached to this release.

#### **About TransAct Technologies Incorporated**

TransAct Technologies Incorporated is a global leader in developing and selling software-driven technology and integrated printing solutions for large and emerging markets including food service, casino and gaming, and POS automation. The Company's solutions are designed from the ground up based on customer requirements and are sold under the BOHA!®, AccuDate®, EPICENTRAL®, Epic and Ithaca® brands. TransAct has sold over 4.0 million printers, terminals and other hardware devices around the world and is committed to providing world-class service, spare parts, and accessories to support its installed product base. Through the TransAct Services Group, the Company also provides customers with a complete range of supplies and consumable items both online at <http://www.transactsupplies.com> and through its direct sales team. TransAct is headquartered in Hamden, CT. For more information, please visit <http://www.transact-tech.com> or call (203) 859-6800.

©2025 TRANSACT Technologies Incorporated. All rights reserved. TransAct®, BOHA!®, AccuDate®, Epic Edge®, EPICENTRAL® and Ithaca® are registered trademarks of TransAct Technologies Incorporated.

#### **Cautionary Statement Regarding Preliminary Financial Information**

The Company has prepared the preliminary financial information set forth below on a materially consistent basis with its historical financial information and in good faith based upon its internal reporting as of and for the three and six months ended June 30, 2025. This financial information is preliminary and is thus inherently uncertain and subject to change as the Company finalizes its financial results and related review for the three and six months ended June 30, 2025. During the course of the preparation of the Company's condensed consolidated financial statements and related notes as of and for the three and six months ended June 30, 2025, the Company may identify items that could cause its final reported results to be materially different from the preliminary financial information set forth above. As a result, there can be no assurance that the Company's final results for this period will not differ from the preliminary financial information.

This preliminary financial information should not be viewed as a substitute for full financial statements prepared in accordance with GAAP. In addition, this preliminary financial information is not necessarily indicative of the results to be achieved for any future period.

---

## **Forward-Looking Statements**

Certain statements included in this press release include forward-looking statements within the meaning of the U.S. federal securities laws, including the Private Securities Litigation Reform Act of 1995. Forward-looking statements are any statements other than statements of historical fact. Forward-looking statements represent current views about possible future events and are often identified by the use of forward-looking terminology, such as “may”, “will”, “could”, “expect”, “intend”, “estimate”, “anticipate”, “believe”, “project”, “plan”, “predict”, “design” or “continue”, or the negative thereof, or other similar words. Forward-looking statements are subject to certain risks, uncertainties and assumptions. In the event that one or more of such risks or uncertainties materialize, or one or more underlying assumptions prove incorrect, actual results may differ materially from those expressed or implied by the forward-looking statements. Important factors and uncertainties that could cause actual results to differ materially from those expressed or implied by the forward-looking statements include, but are not limited to, the following: the adverse effects of current economic conditions on our business, operations, financial condition, results of operations and capital resources; difficulties or delays in manufacturing or delivery of inventory or other supply chain disruptions; inflation; the Russia-Ukraine and Middle East conflicts; inadequate manufacturing capacity or a shortfall or excess of inventory as a result of difficulty in predicting manufacturing requirements due to volatile economic conditions; price increases, decreased availability of third-party component parts or raw materials at reasonable prices, price wars or significant pricing pressures affecting the Company’s products in the United States or abroad; increased product costs or reduced customer demand for our products in the United States or abroad, including as a result of trade wars or tariffs; our ability to successfully develop new products that garner customer acceptance and generate sales, both domestically and internationally, in the face of substantial competition; our ability to achieve the anticipated benefits of our acquisition of a licensed copy of the source code for the BOHA! software and risks to our reputation and business relating to the source code transition; any system outages, interruptions or other disruptions to our software applications, including as a result of unexpected errors or mistakes in connection with over-the-air updates; our ability to successfully grow our business in the food service technology market; renewal rates for our subscription-based products; risks associated with the pursuit of strategic initiatives and business growth; our dependence on contract manufacturers for the assembly of a large portion of our products in Asia; our dependence on significant suppliers; our ability to recruit and retain quality employees; our dependence on third parties for sales outside the United States; marketplace acceptance of new products; risks associated with foreign operations; the imposition of additional duties, tariffs, quotas, taxes, trade barriers, capital flow restrictions and other charges on imports and exports by the United States or the governments of the countries in which we or our manufacturers and suppliers operate; political and policy uncertainties in connection with the current U.S. presidential administration; our ability to protect intellectual property; exchange rate fluctuations; the availability of needed financing on acceptable terms or at all; volatility of, and decreases in, trading prices of our common stock; and other risk factors identified and discussed in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024, and in the Company’s periodic and other reports filed with the Securities and Exchange Commission. We caution readers not to place undue reliance on forward-looking statements, which speak only as of the date of this release. We undertake no obligation to publicly or otherwise revise any forward-looking statements, whether as a result of new information, future events or other factors, except where we are expressly required to do so by applicable law.

###

## **Investor Contact:**

Ryan Gardella  
ICR, Inc.  
Ryan.Gardella@icrinc.com

- Financial tables follow-

---

**TRANSACT TECHNOLOGIES INCORPORATED**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Preliminary and Unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
<i>(In thousands, except per share data)</i>				
Net sales	\$ 13,798	\$ 11,599	\$ 26,851	\$ 22,286
Cost of sales	7,146	5,489	13,840	10,552
Gross profit	6,652	6,110	13,011	11,734
Operating expenses:				
Engineering, design and product development	1,725	1,799	3,360	3,765
Selling and marketing	2,103	2,197	4,188	4,280
General and administrative	3,082	2,552	5,736	5,428
	6,910	6,548	13,284	13,473
Operating loss	(258)	(438)	(273)	(1,739)
Interest and other income (expense):				
Interest, net	40	26	62	74
Other, net	115	7	178	(53)
	155	33	240	21
Loss before income taxes	(103)	(405)	(33)	(1,718)
Income tax (expense) benefit	(40)	86	(91)	363
Net loss	\$ (143)	\$ (319)	\$ (124)	\$ (1,355)
Net loss per common share:				
Basic	\$ (0.01)	\$ (0.03)	\$ (0.01)	\$ (0.14)
Diluted	\$ (0.01)	\$ (0.03)	\$ (0.01)	\$ (0.14)
Shares used in per share calculation:				
Basic	10,085	9,997	10,064	9,985
Diluted	10,085	9,997	10,064	9,985

**SUPPLEMENTAL INFORMATION – SALES BY MARKET:**  
(Preliminary and Unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
<i>(In thousands)</i>				
Food service technology	\$ 4,761	\$ 4,178	\$ 9,669	\$ 7,478
POS automation	590	1,151	1,208	1,802
Casino and gaming	7,629	5,359	14,348	11,055
TransAct Services Group	818	911	1,626	1,951
Total net sales	\$ 13,798	\$ 11,599	\$ 26,851	\$ 22,286

**TRANSACT TECHNOLOGIES INCORPORATED**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(Preliminary and Unaudited)

	<b>June 30, 2025</b>	<b>December 31, 2024</b>
<i>(In thousands)</i>		
<b>Assets:</b>		
Current assets:		
Cash and cash equivalents	\$ 17,746	\$ 14,394
Accounts receivable, net	7,805	6,507
Inventories	12,968	16,161
Prepaid income taxes	431	401
Other current assets	738	899
Total current assets	39,688	38,362
Fixed assets, net	1,513	1,818
Right-of-use assets, net	667	1,141
Goodwill	2,621	2,621
Other assets	60	92
Total assets	\$ 44,549	\$ 44,034
<b>Liabilities and Shareholders' Equity:</b>		
Current liabilities:		
Revolving loan payable	\$ 3,000	\$ 3,000
Accounts payable	3,925	4,569
Accrued liabilities	4,095	3,253
Lease liabilities	703	955
Deferred revenue	1,162	1,107
Total current liabilities	12,885	12,884
Deferred revenue, net of current portion	333	246
Lease liabilities, net of current portion	-	231
Other liabilities	46	40
Total liabilities	13,264	13,401
Shareholders' equity:		
Common stock	141	141
Additional paid-in capital	58,864	58,141
Retained earnings	4,391	4,515
Accumulated other comprehensive loss, net of tax	(1)	(54)
Treasury stock, at cost	(32,110)	(32,110)
Total shareholders' equity	31,285	30,633
Total liabilities and shareholders' equity	\$ 44,549	\$ 44,034

**TRANSACT TECHNOLOGIES INCORPORATED**  
**RECONCILIATION OF NET LOSS TO EBITDA AND ADJUSTED EBITDA**  
**NON-GAAP FINANCIAL MEASURES**  
**(Preliminary and Unaudited)**

	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
	<i>(In thousands)</i>			
Net loss	\$ (143)	\$ (319)	\$ (124)	\$ (1,355)
Interest income, net	(40)	(26)	(62)	(74)
Income tax expense (benefit)	40	(86)	91	(363)
Depreciation and amortization	171	241	344	636
EBITDA	28	(190)	249	(1,156)
Share-based compensation expense	450	279	773	544
Adjusted EBITDA	<u>\$ 478</u>	<u>\$ 89</u>	<u>\$ 1,022</u>	<u>\$ (612)</u>

---



### **TransAct Technologies Acquires Perpetual License to BOHA! Source Code**

**Hamden, CT – August 6, 2025** – TransAct Technologies Incorporated (Nasdaq: TACT) (“TransAct” or the “Company”), a global leader in software-driven technology and integrated printing solutions for large and emerging markets, has acquired a perpetual license to a copy of the source code for the BOHA! software that it licenses from Avery Dennison. Under the terms of the agreement, TransAct has obtained a perpetual and royalty free license to use, host, market, sublicense, distribute, copy, and modify the code as the Company sees fit for its business purposes.

“I believe this is a pivotal moment for TransAct that allows us the freedom to modify, extend and enhance the code as we see fit, without royalties or contractual constraints going forward,” said John Dillon, Chief Executive Officer of TransAct. “Acquiring the source code provides us greater operational freedom, and we expect it will eventually enhance our financials, leading to greater value for TransAct stockholders and employees. I’m happy to have completed this transaction and believe this is a significant and transformative step forward for the Company.”

The Company expects to launch its fully supported version of BOHA! in early 2027. Total consideration for the acquisition is \$2.55 million, plus professional services fees of approximately \$1.0 million for transition services to be provided by Avery Dennison.

#### **About TransAct Technologies Incorporated**

TransAct Technologies Incorporated is a global leader in developing and selling software-driven technology and integrated printing solutions for high-growth markets including food service, casino and gaming, and POS automation. The Company’s solutions are designed from the ground up based on customer requirements and are sold under the BOHA!®, AccuDate®, EPICENTRAL®, Epic and Ithaca® brands. TransAct has sold over 4.0 million printers, terminals and other hardware devices around the world and is committed to providing world-class service, spare parts, and accessories to support its installed product base. Through the TransAct Services Group, the Company also provides customers with a complete range of supplies and consumable items both online at <http://www.transactsupplies.com> and through its direct sales team. TransAct is headquartered in Hamden, CT. For more information, please visit <http://www.transact-tech.com> or call (203) 859-6800.

©2025 TRANSACT Technologies Incorporated. All rights reserved. TransAct®, BOHA!®, AccuDate®, Epic Edge®, EPICENTRAL® and Ithaca® are registered trademarks of TransAct Technologies Incorporated.

#### **Forward-Looking Statements**

Certain statements included in this press release include forward-looking statements within the meaning of the U.S. federal securities laws, including the Private Securities Litigation Reform Act of 1995. Forward-looking statements are any statements other than statements of historical fact. Forward-looking statements represent current views about possible future events and are often identified by the use of forward-looking terminology, such as “may,” “will,” “could,” “expect,” “intend,” “estimate,” “anticipate,” “believe,” “project,” “plan,” “predict,” “design” or “continue,” or the negative thereof, or other similar words. Forward-looking statements are subject to certain risks, uncertainties and assumptions. In the event that one or more of such risks or uncertainties materialize, or one or more underlying assumptions prove incorrect, actual results may differ materially from those expressed or implied by the forward-looking statements. Important factors and uncertainties that could cause actual results to differ materially from those expressed or implied by the forward-looking statements include, but are not limited to, the following: the amount of expenditures in connection with the transition of the source code; divergence of engineering resources and management attention from other aspects of the Company’s business to support the source code transition; the ability of Avery Dennison to deliver the source code on a timely basis, or at all, and to provide the transition services; the potential for defects in the source code; potential interruptions in the provision of the Company’s products and services during or after the transition period, which may harm customers and damage the Company’s reputation; and other risk factors identified and discussed in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024, and in the Company’s periodic and other reports filed with the Securities and Exchange Commission. We caution readers not to place undue reliance on forward-looking statements, which speak only as of the date of this release. We undertake no obligation to publicly or otherwise revise any forward-looking statements, whether as a result of new information, future events or other factors, except where we are expressly required to do so by applicable law.

---