

Terms & Conditions – ConnectCast.IO

ConnectCast.IO is web application portal owned 100% by PSA Business Group, LLC located in El Segundo, California

1. SERVICES AND SUPPORT

1.1 Subject to the terms and conditions of this Agreement, ConnectCast.IO will provide Customer with access to the Services through the internet. The Services are subject to modification or maintenance from time to time, ConnectCast.IO will use reasonable efforts to give Customer prior written notice of any such modification.

1.2 PSA BG will undertake commercially reasonable efforts to make the connectcast.io services available. Notwithstanding the foregoing, PSA BG reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to PSA BG.

1.3 Subject to the terms of this agreement, PSA BG will provide reasonable support to Customer for the Services from Monday through Friday 7am to 7pm PST

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services or Software; use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own use for the benefit of End Users; or use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation).

2.2 Customer will cooperate with PSA BG in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required and taking such other actions as PSA BG may reasonably request. Customer will also cooperate with PSA BG in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services.

2.3 Customer will designate an admin contact who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time via Admin User management in the connectcast.io application or by written request to support@connectcast.io

2.4 Customer hereby agrees to indemnify and hold harmless PSA BG against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of connectcast.io services.

2.5 Customer will be responsible for maintaining the security of their admin and client account, passwords (including but not limited to administrative and user passwords), and for all uses of Customer account with or without Customer's knowledge or consent.

2.6 Customer acknowledges and agrees that the connectcast.io operates on or with or using application programming interfaces (APIs) to connect to either of the following:

#1 – Client Own TMS for shipment/orders listing and details

#2 – services operated or provided by third parties ("Third Party Services").

PSA BG is not responsible for the operation of any Third-Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring access Third Party Services and for complying with any applicable terms or conditions thereof. PSA BG does not make any representations or warranties with respect to Third Party Services or any third-party providers. Any exchange of data or other interaction between Customer and a third-party provider is solely between Customer and such third-party provider and is governed by such third party's terms and conditions.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it [without restriction] by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, PSA BG may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Services' performance.

3.2 Customer acknowledges that PSA BG does not wish to receive any Proprietary Information from Customer that is not necessary for PSA BG-ConnectCast.io to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, PSA BG may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.

3.3 Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirors.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Except as expressly set forth herein, PSA BG alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the Software, which are hereby assigned to PSA BG ConnectCast.io application. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or Software, or any intellectual property rights.

4.2 PSA BG – ConnectCast.IO is hereby granted the right to use Data in aggregated, unidentifiable form together with similar data furnish by third parties, provided that the Data will not constitute in excess of twenty percent (20%) of any such combined data set, for the purpose of providing and improving the Services and for developing and delivering any service or product (including informational products) that may from time to time be offered or developed by PSA BG. Without limiting the generality of the foregoing permitted uses of the Data,

4.3 Customer grants PSA BG the right to use Customer's name and logo on www.connectcast.io and in PSA BG ConnectCast.IO marketing materials, solely to identify Customer as a current connectcast.io application user. Customer also agrees to participate in a case study and provide a testimonial upon the successful deployment of the Services. Any other use of Customer's name or logo must be pre-approved in writing by Customer.

6. WARRANTY DISCLAIMER

THE SERVICES AND PSA BG ConnectCast.IO PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. PSA Business Group, LLC (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY

DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

IN NO EVENT WILL PSA Business Group, LLC (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF PSA Business Group, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF PSA Business Group, LLC, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) TEN THOUSAND DOLLARS, OR (ii) THE FEES PAID TO PSA BG HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Service is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by PSA Business Group, LLC are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial

software documentation by the U.S. Government will be governed solely by the terms of this Service Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9. FEES AND PAYMENTS

9.1 The client is to pay the setup, monthly recurring fees and annual maintenance fees as defined in the product proposal document.

9.2 The client may have their service suspended in the event the monthly fees are not paid