

TERMS OF SERVICE

For Client's Purchasing or using the Mission Sync Application.

Updated 1st JUNE 2020

PLEASE READ THIS AGREEMENT BEFORE USING MISSION SYNC

This agreement sets out the terms on which you may use Mission Sync. Please read this agreement carefully before starting. By using Mission Sync, you are confirming that you accept the terms and conditions of this agreement. If you do not agree to the terms and conditions of this agreement, you must not use Mission Sync.

This License and Services Agreement (this "Agreement") is made and entered into as of today (the "Effective Date") by and between Keelson Management LLC, an Arizona limited liability company ("Keelson"), and the user ("Client"). Keelson and Client are referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Keelson provides an Application (Mission Sync) which provides real-time terminal transaction communications, and you desire to engage Keelson to provide those services to you in accordance with the provisions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

Client Data: any data about you or your Customers, employees or activities, which is provided to Keelson by or on behalf of you or is otherwise obtained by Keelson from your systems, operations, Customer databases and contact relationship databases.

Confidential Information: information that is proprietary or confidential and is: (a) clearly labelled as such; (b) identified as Confidential Information; or (c) information that would be regarded as confidential by a reasonable business person.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and "controls," "controlled" and the expression "change of control" shall be construed accordingly.

Customers: your customers, suppliers and other third parties that require access to the Application for the Purpose.

Intellectual Property Rights: means (a) patents, inventions, and discoveries; (b) trademarks, service marks, domain names, social media usernames, trade dress and trade names, including the goodwill connected with the use thereof and symbolized thereby ("Trademarks"); (c) copyrights, moral rights, works of authorship (including software), proprietary designs, and rights in data and databases; (d) confidential and proprietary information, including trade secrets and invention rights; (e) rights of privacy and publicity; (f) registrations and applications for any of the foregoing in (a)-(e); and (g) all other proprietary rights.

Law(s): means any law, rule, regulation, ruling, judgment, order, or approval of any governmental authority, as may be revised from time to time.

Purpose: to assist with logistics at the Site(s).

Services: the services to be provided by Keelson to you pursuant to the terms of this agreement, including the Mission Sync Service.

Software: Keelson's logistics management software and the associated documentation relating to it together with any other products and related documentation developed by Keelson and which Keelson may permit you, by express notice in writing, to market pursuant to this agreement.

Virus: any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

Mission Sync Service: means only the logistics and scheduling solution made available by Keelson online via direct URL link or mobile device application download stores and other associated web pages designated by Keelson, including Software, updates to the Application, APIs and any documentation.

Keelson Trademarks: "Mission Sync" and any other Trademarks

2. Supply of Services

2.1 Access to the Services. Subject to the terms of this agreement, Keelson hereby grants to you a non-exclusive, non-transferable right to access and use the Application solely for the Purpose. you may grant its Customers the right to access the Application solely to further the Purpose. From time to time, platform modifications may be undertaken via agreement between parties, which may or may not attract additional cost.

2.2 Updates to Application. Keelson shall provide such updates or new releases to the Application as such updates or new releases become generally available. Keelson is entitled to make changes to the Mission Sync Application which do not adversely affect the Application as soon as reasonably practicable.

2.3 Reservation of Rights. you acknowledge that you are only granted access to the Application for the Purpose and shall not use the Application except as permitted thereunder. Keelson reserves all right, title and interest to the Application and any Intellectual Property Rights therein and thereto, except for the rights expressly granted to you herein.

2.4 Restrictions on Use. you shall use commercially reasonable efforts to prevent any unauthorized access to, or use of, the Service. you shall not use the Application with any other site, subsidiary or holding company of you. Except to the extent expressly stated otherwise in this Agreement, you shall not permit, procure, enable or request any other person to (a) alter, adapt, reproduce, modify, create derivative works based on, reverse engineer, decompile, reverse compile, reverse assemble, translate or disassemble all or any portion of the Application; (b) use the Application to (i) create, market or

distribute any product or service that is competitive with the Application, or (ii) act as a service bureau on behalf of, or otherwise provide processing or services support to, any person; (c) transfer, sell, lease, license, sublicense, distribute, disclose, divulge or make available the Services to, or permit use of or access to the Application by, any person; (d) remove, alter or obscure any intellectual property notice or other restrictive notice or legend contained or included in or on any materials related to the Application; or (e) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Application that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive. Keelson reserves the right, without liability or prejudice to its other rights, to disable your access to the Application if Keelson reasonably believes there has been (or might be) a breach of the provisions of this Section.

3. Access to Services

3.1 Keelson shall use commercially reasonable efforts to make the Application available 24 hours a day, seven days a week, except for planned maintenance carried out during the maintenance window as notified to clients, except that the Application will not be considered unavailable if and to the extent the unavailability results from (a) maintenance that is critical and cannot be delayed, (b) any use of the Application by you that is inconsistent with the terms of this Agreement, (c) any fault in or failure of your IT systems, electrical supplies or systems or access to the Internet, or (d) your failure to comply with any obligations under this Agreement or their obligations under a License Agreement.

3.2 Keelson will provide you with Keelson's standard customer support services. Keelson may amend the support services policy in its sole discretion from time to time.

4. Your Responsibilities

4.1 You shall ensure that your Customers are aware of and accept the terms and conditions of the License Agreement, Keelson's Data Retention Policy and Cookie Policy and any other policies that Keelson requires before using the Application;

5. intentionally left blank

6. Intellectual Property Rights

6.1 Intellectual Property Ownership. As between the Parties, all Intellectual Property Rights in and to the Application and the Keelson Trademarks belong, and shall belong, to Keelson.

6.2 Enforcement of Intellectual Property Rights. you shall promptly give notice in writing to Keelson in the event that Client becomes aware of any infringement or suspected infringement of Keelson Trademarks or any other Intellectual Property Rights in or relating to the Application or any claim that any Application or the use, sale or other disposal of any Software, whether or not under the Keelson Trademarks, infringes the rights of any third party. In the event of infringement or suspected infringement of the Keelson Trademarks or any other Intellectual Property Rights in or relating to the Application, Keelson reserves the right to determine in its sole discretion and at its sole expense the action to be taken.

7. Confidentiality

7.1 Each Party may have access to Confidential Information of the other Party under this agreement. A Party's Confidential Information shall not include information that: (a) is or becomes publicly known

through no act or omission of the receiving Party; (b) was in the other Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; (d) is independently developed by the receiving Party, which independent development can be shown by written evidence; or (e) is required to be disclosed by Law, by any court of competent jurisdiction or by any regulatory or administrative body. Each party shall hold the other's Confidential Information in confidence and, unless required by Law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement. Each Party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed in violation of the terms of this Agreement. This Article 7 shall survive termination of this agreement for any reason.

7.2 Notwithstanding any other provision of this agreement, Keelson may (a) monitor use of the Application to (i) determine Client's compliance with the terms of this agreement and (ii) provide support and other requested Services, (b) utilize any Client Data on a confidential basis in connection with Keelson's development of any products, strategies or services, (c) anonymize and/or de-identify any Client information and data and aggregate that information and data with other information and data for any further use or purpose (including for distribution to the public), and (d) use any information gathered by Keelson in connection with providing the Services as is necessary to comply with Laws.

7.3 Keelson may (a) issue a press release or other public announcement concerning the Services and other arrangements contemplated by this Agreement.

8. Representations and Warranties

8.1 Mutual Representations and Warranties. Each Party represents and warrants that: (a) it has full capacity and authority and all necessary consents to enter into and to perform this agreement and to grant the rights and licenses referred to in this agreement; (b) that this agreement is executed by its duly authorized representative and represents a binding commitment on it; and (c) it shall comply with all applicable Laws in the performance of its obligations under this agreement.

8.2 Keelson Representations and Warranties. Keelson represents and warrants to you that the Application licensed by it under this agreement will operate substantially in accordance with, and perform, the material functions and features of the Mission Sync Application.

8.3 Client Representations and Warranties. Client represents and warrants to Keelson that you have all rights, permissions and licenses necessary to submit your Data to the Application and for Keelson to use your Data in accordance with the terms of this Agreement.

8.4 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 8.1, 8.2 AND 8.3, THE SERVICES ARE PROVIDED "AS IS" AND KEELSON HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND KEELSON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, (a) KEELSON MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE; AND (b) KEELSON DISCLAIMS ALL

LIABILITY ARISING FROM OR RELATING TO LOSS OR CORRUPTION OF DATA OR DECISIONS MADE BY CLIENT OR ANY CUSTOMER BASED ON USE OF THE SERVICES.

9. Indemnification

9.1 You shall indemnify, defend and hold harmless Keelson, its affiliates, and its and their directors, officers, employees and agents from and against all damages, expenses (including attorneys' fees and court costs), losses, liabilities, obligations, claims, demands, suits, actions, investigations, proceedings and causes of action ("Losses"), as incurred, to the extent arising out of or in connection with any third party claim arising out of or in connection with: (a) your gross negligence or willful misconduct; (b) death, personal injury or damage to property caused by you, or your personnel; (c) your access to or use of the Application or Services not in accordance with this agreement; (d) Keelson's use of any Client Data in accordance with this agreement; or (d) a Client IP Claim.

9.2 Indemnification by Keelson. Keelson shall indemnify, defend and hold harmless you from and against all Losses arising out of or in connection with any third-party claim that the Services as provided by Keelson to you infringe the Intellectual Property Rights of that third party (each, an "IP Claim"). you acknowledge that this Section states Keelson's entire responsibility and liability and you're sole and exclusive remedy for any actual or alleged infringement of third-party Intellectual Property Rights in connection with this Agreement.

10 Limitation of liability

10.1 TO THE FULLEST EXTENT PERMITTED BY LAW:

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING LOST PROFITS), INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Term and Termination

11.1 Term. This agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this Section, this agreement shall continue for one (1) Year ("Initial Term") and shall automatically extend for 12-monthly periods ("Extended Term") at the end of the Initial Term and at the end of each Extended Term. Either Party may give written notice to the other Party, not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

11.2 Termination by Either Party. Without affecting any other right or remedy available to it, either Party may terminate this agreement with immediate effect by giving written notice to the other Party if the other Party commits a material breach of any term of this Agreement and fails to remedy that breach within a period of 14 days after being notified in writing to do so; or

11.3 Termination by Keelson. Without prejudice to any other rights or remedies to which Keelson may be entitled, Keelson may terminate the agreement without liability to you if: you challenge or dispute

the validity of any of Keelson's Intellectual Property Rights; or (c) you purport to assign any of its rights or obligations under this agreement.

12. Effects of Termination

Sections 2.3, 2.4, and Articles 1, 7, 8, 9, 10, 11 and 13 survive any termination of this Agreement.

13. Miscellaneous

13.1 Interpretation. The descriptive headings in this Agreement are used solely for convenience and are not intended to affect its meaning or interpretation. The words "including," "include," and "includes" are not limiting and are to be read as if they were followed by the phrase "without limitation." "Sole discretion" means, with respect to any determination to be made under this Agreement by a Party, the sole and absolute discretion of that Party, without regard to any standard of reasonableness or other standard by which the determination of that Party might be challenged. "Commercially reasonable efforts" means, with respect to a given obligation, the efforts that a reasonable and prudent person desirous of achieving a result would use in similar circumstances to perform that obligation as promptly as possible consistent with its normal business practices and good-faith business judgment, including the incurrence of reasonable immaterial expenditures or liabilities. Unless stated otherwise, all references to a date or time of day in this Agreement are references to that date or time of day in Los Angeles, CA. "Person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

13.2 Assignment. Neither this agreement nor any rights under this agreement may be assigned or otherwise transferred by you, in whole or in part, whether voluntary or by operation of Law, including by way of sale of assets, merger or consolidation, without the prior written consent of Keelson. Keelson may assign this agreement at any time without consent of you. Subject to the foregoing, this agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of this Section is void.

13.3 No Presumption. The Parties acknowledge that the provisions of this Agreement are the language the Parties chose to express their mutual intent and hereby waive any remedy and the applicability of any Law that would require interpretation of any claimed ambiguity, omission or conflict in this Agreement against the Party that drafted it.

13.4 Third-Party Beneficiaries. Except to the extent stated otherwise in this Agreement, nothing in this Agreement confers any legal or equitable right, benefit or remedy upon any person other than the Parties.

13.5 Limitation on Claims. No action arising out of any breach or claimed breach of this agreement or transactions contemplated by this agreement may be brought by either Party more than one year after the cause of action has accrued. For purposes of this agreement, a cause of action will be deemed to have accrued when a Party knew or reasonably should have known of the breach or claimed breach.

13.6 Force Majeure. Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of

God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

13.7 Waiver. Any waiver of the provisions of this agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such Party's rights under this agreement and will not in any way affect the validity of the whole or any part of this agreement or prejudice such Party's right to take subsequent action. No exercise or enforcement by either Party of any right or remedy under this agreement will preclude the enforcement by such Party of any other right or remedy under this agreement or that such Party is entitled by Law to enforce.

13.8 Severability. If a governmental authority of competent jurisdiction holds any provision of this Agreement to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by Law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section, all other provisions of this Agreement are to remain in effect as written, except that this entire Agreement will be unenforceable if modifying or disregarding the unenforceable provision affects the economic and legal substance of the transactions contemplated by this Agreement in a manner materially adverse to either Party.

13.9 Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties. If a provision in a Schedule conflicts with any other provision in this Agreement, the provision of the applicable Schedule governs to the extent of the conflict.

13.10 Governing Law. This Agreement (including this Section), any dispute, claim or controversy among the Parties arising out of or relating to this Agreement, and the Parties' rights and obligations under this Agreement (each, a "Dispute"), are to be construed in accordance with and governed by the Laws of the State of Arizona applicable to agreements made and to be wholly performed in that state by persons residing or having their principal places of business therein, without giving effect to the State of Arizona's conflict of laws rules to the extent those rules would require applying another jurisdiction's Laws. The Parties exclude the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods. The Parties may commence an action, suit or proceeding arising out of or relating to this Agreement only in, and hereby consent to the exclusive jurisdiction of, the federal and state courts located in the State of Arizona. Each Party (i) acknowledges that any Dispute is likely to involve complicated and difficult issues, and (ii) hereby irrevocably and unconditionally waives any right it may have to a trial by jury in connection with this Agreement. Keelson reserves the right to participate in mediation and/or other forms of alternative dispute resolution.

13.11 Notice. All notices, requests, claims and other communications between the Parties described in or otherwise regarding this Agreement must be in writing and be given by e-mail.