



TERMS OF SERVICE

1. SaaS (Software as a Service)

In accordance with the terms and conditions of this agreement (this "Agreement"), Baysys Solutions, LLC ("Baysys Solutions" or "baysys") agrees to provide you ("User") with the Software identified, described, and available online at <https://baysys.io>, on a "Software as a Service" basis. As amended from time to time, these Terms of Service, along with Baysys Solutions Privacy Policy, any signed Contract Documents ("Agreement(s)"), and any other terms and policies referenced herein, constitute a legally binding contract between Baysys Solutions and User.

2. Licensing Terms

2.1. A non-exclusive, non-transferable, limited license from Baysys Solutions is granted to User, subject to the terms and conditions of this Agreement, to access the Software as a Service through the Internet and to use the Software as a Service solely for business purposes, in accordance with these terms.

2.2 It is prohibited for the User, directly or indirectly, to: attempt to reverse engineer, decompile, disassemble or otherwise discover the source code or underlying solutions, ideas, or algorithms; alter, translate, or create derivative works based on Software as a Service; transfer rights to Software as a Service to anyone else, whether through rent, lease, distribution, sale, resale, assignment, or otherwise; remove proprietary notices from the SaaS; or distribute any evaluations of Software as a Service without Baysys Solutions' prior written permission.

3. Fees

3.1 In accordance with the terms of this Agreement and the applicable contract document, User must pay all fees, all of which are non-cancelable and non-refundable, due to Baysys solutions. Baysys reserves the right to restrict access to the Software as a Service and support services without notice, using reasonable discretion.

3.2. We reserve the right to modify our fees at any time. This includes an automatic adjustment policy where, unless explicitly stated otherwise in a Contract Document or "Agreement", SaaS fees will be subject to an automatic increase of 10% at the commencement of each renewal term. You will be notified at least 30 days in advance before we apply any fee changes to your Services subscriptions. Unless otherwise set forth in a Contract Document, such changes will not affect the prices for Services during the then-current subscription term and will become effective upon your next renewal term that commences at least 30 days after our notification of the fee change.

m 941.233.9975
e info@baysys.io
5935 Rivers Ave
Suite 101B
N Charleston SC 29406

baysys.io



3.3 By entering into an Agreement beholden to these Terms of Service, User acknowledges that Software as a Service meets User's current requirements and any future discovery of new requirements do not constitute a breach of this Agreement allowing for early termination and obligation to pay all fees due in accordance with the applicable Contract Document(s).

In the event that the User's requirements require creating software outside of the scope of the Software as a Service, the User may request in writing, a contract from Baysys Solutions that describes the changes to be made and Baysys will apply applicable fees associated with adding these requirements to the Software as a Service, or; User may make a request using the support ticketing system (using the feature request process) describing the desired enhancement to be made free of charge, but at no agreed upon timeline.

In either case, these requests may or may not be implemented at a time and discretion of Baysys Solutions, Inc. The development of the aforementioned changes, or decision by Baysys Solutions to refrain from implementing such changes does not result in a breach of this Agreement or these Terms of Service.

4. Copyright and Intellectual Property Rights

4.1 User acknowledges that Baysys Solutions owns all the copyright and intellectual property rights, titles and interests in and to the Software as a Service and Baysys' website. Baysys shall exclusively own all rights, titles, and interests, including all related intellectual property rights, in and to any changes, modifications, alterations, and additions to the Software as a Service.

5. Third Party Software Rights and Use as SaaS

Baysys does not permit the use of third-party software in conjunction with the Software as a Service (unless explicitly described in our products guide or requested in writing by User to Baysys Solutions). The price of the Software as a Service does not include third-party products unless otherwise specified. In the event third-party software is approved and integrated into use by User, ensuring performance of such integrated software use is the responsibility of User and such other software provider; in such case, User acknowledges that Baysys Solutions shall not be responsible or held liable for the performance of the integrated software or any resulting impact on User's business.

6. User Obligations

6.1. The following agreements are made between Baysys Solutions and Users:

6.1.1. Rules of Conduct

m 941.233.9975
e info@baysys.io
5935 Rivers Ave
Suite 101B
N Charleston SC 29406

baysys.io



As a User, you are solely responsible for your actions and the actions of your users while using the Software as a Service. Accordingly, User agrees to:

1. Comply with all laws and regulations governing the use of the Software as a Service based on their jurisdiction, including, but not limited to, all laws regarding the transmission of technical data;
2. Not to upload or distribute in any way files containing viruses, corrupted files, or anything else that may damage the Software as a Service;
3. Refrain from using the Software as a Service for illegal purposes;
4. Not interfere with or disrupt Software as a Service networks;
5. Refrain from posting, promoting or transmitting any material that is unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racist, or otherwise objectionable through the Software as a Service, except to create filters for which the Software as a Service is purchased;
6. Other than for the purposes of creating filters for which the Software as a Service is being purchased, not transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; and,
7. To comply with all terms of networks connected to the Software as a Service.

6.1.2. Promotions and advertising

Users may engage in correspondence or transactions with third parties which mention Baysys Solutions. User hereby acknowledges and agrees that any such correspondence or participation, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence, promotions, or transactions are solely between User and such advertiser. Baysys Solutions shall have no liability, obligation or responsibility, whatsoever, arising out of or in connection with any such correspondence, promotions or transactions.

6.1.3. Links

Links to other websites or resources may be provided by the Software as a Service. Neither Baysys Solutions nor its affiliates are responsible for the availability of such external sites or resources, nor are they responsible or liable for any content, advertising, products, services, or other materials on or available from such sites or resources. Baysys Solutions shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such external sites or resources.

6.2. By using our Software as a Service Products, you agree to allow your business to be listed in the bullmarket™ application and Partner section of Baysys – both of which are accessible to carriers & brokers in our network of customers. This may enable carriers or brokers to discover and access your business information, which could potentially lead to business opportunities for you.

m 941.233.9975
e info@baysys.io
5935 Rivers Ave
Suite 101B
N Charleston SC 29406

baysys.io



6.3. By using our Software as a Service Products, you agree to allow your business to be used in promotional and marketing related communications and materials, including but not limited to our various Baysys Solutions websites, blog posts, social media, etc.

7. User Data

7.1. User owns all data sent or transmitted to Baysys Solutions, entered into Software as a Service, or assigned to User by Baysys Solutions ("User Data"). User Data will not be edited, deleted, or disclosed by Baysys Solutions except as permitted in accordance with this Agreement, or if Baysys Solutions is required to do so by law, or finds it necessary to do so to protect and defend any of its rights or property.

7.2. Baysys Solutions will maintain and enforce information security procedures for the protection of User Data, including commercially reasonable administrative, physical, and technical measures designed to

1. Protect the confidentiality, availability and integrity of User Data,
2. Restore the availability of User Data in a timely manner in the event of a physical or technical incident, and
3. Ensure the proper disposal and destruction of User Data.

Baysys Solutions will notify the User, as required by applicable law, of any actual or reasonably suspected breach of security known to us that has resulted in, or creates a reasonable risk of, unauthorized access to User Data without undue delay, consistent with the legitimate needs of law enforcement and with any measures necessary to determine the scope of the breach and to restore the integrity of the Software as a Services.

7.3. Baysys Solutions may utilize and publish aggregate statistics about users of the Software as a Service such as usage patterns or traffic patterns, to third parties; but agrees to not utilize or publish personally identifiable information.

7.4. During a service or technical problem, Baysys Solutions may access User Data. User is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all User Data. Baysys Solutions will not be held liable in the event any User Data is deleted, corrected, destroyed, lost, infringed upon, or fails to be stored through the Software as a Service, unless Baysys Solutions has acted willfully to cause the resulting failure or acted in grossly negligent manner.

7.4.1. Use of 'Basic' Product

7.4.1.1 The 'Basic' Product ("motor carrier TMS, Bullpen™, etc.") is provided for a base fee and is intended for basic use.

7.4.1.2 Paid users of our other products ("smart Bullpen™, bullmarket™, baysys enterprise, etc.") may connect to the Basic Product for additional functionality.

7.4.2. Data Accuracy Disclaimer

7.4.2.1 The Basic Product is provided "as-is" and "as available," with no warranties of any kind, either express or implied.

7.4.2.2 Baysys does not warrant that the data accessible through the Basic Product is accurate, complete, reliable, current, or error-free.



7.4.2.3 Users of the Basic Product, including those connecting through Paid Products, acknowledge and agree that they assume full responsibility for their use of the data and for any decisions or actions taken based on that data.

7.4.3. Limitation of Liability

7.4.3.1 To the fullest extent permitted by law, Baysys shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or relating to your use of, or inability to use, the Basic Product or any data therein.

7.4.3.2 This limitation applies to all claims, whether based on warranty, contract, tort, or any other legal theory, whether or not Baysys has been informed of the possibility of such damages.

7.5. User shall be responsible for compliance with all obligations imposed by all applicable privacy laws, including any relevant legislation that may be enacted from time to time. User shall indemnify, defend and hold Baysys Solutions harmless from and against any third-party claims against Baysys Solutions resulting from the use and disclosure by Baysys Solutions of User Data consistent with the terms of this Agreement.

7.6. Baysys Solutions is not obligated to retain User Data after the term of this Agreement has expired. Baysys Solutions may, but is not obligated to retain Historical User Data in retrievable form for a maximum of three-hundred sixty five (365) days during the term of this Agreement or after expiration or termination of this Agreement. User may request, in writing, for Baysys Solutions to retain Historical Data beyond three-hundred sixty five (365) days for a mutually agreed upon fee and on the basis of discretion.

7.6.1. Baysys Solutions may also destroy and reserve the right to all copies of your data in our possession or control within thirty (30) days notice of termination.

7.7. Baysys Solutions may collect data from Users' interaction with our Services, including metadata, performance metrics, and usage trends ("Usage Data"). We may use Usage Data for legitimate business purposes. However, except for purposes of providing or billing for Services, assisting with the administration of Third-Party Services you subscribe to, or as required by law, any external disclosure of Usage Data by Baysys will be in aggregated form. This aggregation ensures that the data does not and cannot identify you. Furthermore, in accordance with our obligations under Sections 10 and 12, Baysys Solutions may utilize Usage Data for product research, development, and innovation.

8. Obligations of Baysys Solutions

8.1. Baysys Solutions warrants that the Software as a Service will perform in accordance with its functional specification under normal use and circumstances for the Software as a Service provided in accordance with this Agreement. If there is a material breach of the above warranty, Baysys Solutions' entire liability and User's exclusive remedy shall be, at Baysys Solutions' sole discretion, to adapt the Software as a Service to meet User's functional requirements and/or provide a reasonable workaround to substantially meet User's functional requirements.

8.2. The Software as a Service is provided "As Is", "As Available". Regardless of whether they are express or implied, Baysys Solutions disclaims all warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties.

8.3. As User is responsible for the input of User Data and the level of risk assigned to such User Data in order to create the filters using the Software as a Service, Baysys Solutions makes no



warranty as to the results that may be obtained from use of the Software as a Service or as to the accuracy or reliability of any content or information or payment transaction obtained or made by the Software as a Service.

8.4. Baysys Solutions also makes no warranty that the Software as a Service will be uninterrupted, timely, secure or error-free, or that defects in the services will be corrected in situations outside of Baysys Solutions' control including, but not limited to, a force majeure as described in Subsection 16.6 of this Agreement. User agrees that it shall be solely responsible to provide an alternate backup or failover content filtering system that is suitable to User's needs and which can be promptly activated in the event that the availability of the Software as a Service is disrupted for any reason. Without limiting the terms of this Section 8, Sections 14 and 15, or Subsection 16.6 of this Agreement, in the event that the availability of the Software as a Service is disrupted for longer than one (1) hour as the direct result of a cause that is within the reasonable control of Baysys Solutions, then User may, within thirty (30) days of such disruption, provide a written request to Baysys Solutions for a credit against the amounts due under this Agreement. Upon receipt by Baysys Solutions of such a written credit request, Baysys Solutions shall, for User's next billing cycle, provide a credit to User of the equivalent of one (1) day of use of the Software as a Service for each day that the availability of the Software as a Service was disrupted for longer than one (1) hour as the direct result of a cause that was within the reasonable control of Baysys Solutions.

9. Support Services

9.1. Baysys Solutions will provide support services. For the Services in use by User during the term of the Agreement, Baysys Solutions shall provide User with Support Services as outlined and limited by the below, and as updated from time to time in the below description.

9.1.1. Email Support.

Email Support shall be comprised of email response and customer service availability between the hours of 8AM and 8PM, Eastern Time, Monday through Friday (excluding Major U.S. and India federal holidays). Emails may be answered on weekends and holidays but no guaranteed response time is provided for those periods.

9.1.2. Chat Support.

Chat Support which shall comprise live support chat between the hours of 8AM and 8PM, Eastern Time, Monday through Friday (excluding Major U.S. and India federal holidays). Additional support options are being developed using artificial intelligence and will be added when ready. Hours of availability and contact method updates will be available on our website (<http://baysys.io/contact/>).

9.1.3 Exclusions.

In addition to support services, no diagnosis or correction shall be provided for errors caused by:

1. Modifications made by anyone other than Baysys Solutions to the Software as a Service;
2. Minor defects affecting the use of the Software as a Service but not significantly;
3. Incorrectly or improperly using Software as a Service;
4. The failure by User to implement remedies recommended by Baysys Solutions regarding errors identified; and
5. Using the Software as a Service for non-designated purposes.



9.1.4. Correction of Errors.

Correction of Errors. Baysys Solutions shall upon written request by User, provide diagnosis and rectification of errors, unless any such error results from any of the circumstances described in Subsection 9.1.3. Baysys Solutions will have sole discretion as to whether the reported error condition is a software defect, is reproducible, cannot be addressed using a workaround, and the timing for providing an update to the Software as a Service to address the reported error.

9.1.5. Technical Support.

1. Providing answers to questions regarding the operation or set-up or configuration of the Software as a Service.
2. The diagnosis of errors, bugs and defect in the Software as a Service and rectification of such errors, patches and fixes in respect of the Software as a Service;
3. Any other support service offered to User by Baysys Solutions from time to time which Baysys Solutions may, at its sole discretion, designate as a support service; and
4. The issue of new releases of the Software as a Service.

9.1.6. User Obligations.

During the continuance of this Agreement, User shall:

1. Provide Baysys Solutions (so far as User is able) with a documented example of any Error in respect of which a request for diagnosis and rectification has been made under this Agreement;
2. Cooperate fully with Baysys Solutions' personnel in the diagnosis of any error in the Software as a Service or the associated documentation and perform such tests of the Software as a Service as Baysys Solutions shall request in the evaluation of any request for support services by User;
3. Ensure that the administration functionality of the Software as a Service is used in a proper manner by competent trained employees only or by persons under their supervision;
4. Provide a list of steps taken to reproduce the Error condition and access to the User's data as necessary to reproduce the Error condition; and
5. Save as otherwise expressly provided in this Agreement, not make any translation, adaptation, arrangement or any other alteration of the Software or Software as a Service or make any reproduction, distribution, communication, display or performance to the public of the results of such acts.

9.1.7. Payment.

Payment. Baysys Solutions may, without prejudice to any other rights and remedies it may have under this Agreement, cease providing support services until all amounts due and interest payable have been paid in full by User in the event that User fails to pay any amounts due pursuant to the terms of this Agreement within thirty (30) days of the due date.

10. Accounts and Security

10.1 Baysys Solutions and User hereby agree to the following:

10.1.1. When User creates an Account, an Account is created for them, or is added to an Account and creates a user profile, User acknowledge that it User's responsibility to ensure that User's password remains confidential and secure and agrees that User is fully responsible for



all activities that occur under such profile, including any integration or any other use of third-party products or services (and associated disclosure of data) in connection with the Software as a Service. User undertakes to promptly notify Baysys Solutions in writing of any unauthorized access or use of your Account.

10.1.2. Security; in order to assist in protecting customer data, Baysys Solutions agrees to implement appropriate security measures and procedures. Please refer to the Baysys Solutions Privacy policy found at baysys.io/privacy.

11. Fee Payment and Terms

11.1. User shall pay all fees or charges associated to its account and subscription(s) in accordance with the applicable Contract Document and billing terms in effect at the time a fee or charge is due and payable. User hereby agrees to a minimum of a one (1) year contract with Baysys Solutions; although aforementioned Contract Document(s) may state a longer term to be paid in accordance with the payment terms set forth in the same Contract Document. User must let Baysys Solutions know they will not be renewing their contract thirty (30) days in advance of the end of the then current term by emailing customer@baysys.io. If proper notice is not given, User will have agreed to another subsequent subscription term in accordance with the original Contract Document(s). Baysys Solutions and User hereby agree to the following:

11.1.1. Invoicing.

The applicable fees and any additional fees will be automatically charged to the payment method on file based on the effective date of the Contract Document(s).

11.1.2. Payment Method.

The User will designate a method of payment to be used for settling fees due under the subscription and in accordance with the Contract Document(s). The User will take responsibility to keep the payment detail current and allow for automated charges to the designated payment method.

11.1.3. Billing Errors.

In order to report a billing error, the user must contact Baysys Solutions in writing within thirty (30) days of the billing date. If notice is not received within 30 days, the billing amount will remain as is then current.

11.1.4. Billing Adjustments.

Subscription fees may be based on transaction values calculated on a monthly, quarterly, or annual basis (i.e. including but not limited to; Number of drivers, containers, loads, etc..). User's fees shall be adjusted accordingly but shall not fall below the base subscription fee set in the Contract Document(s). Billing adjustments will be reflected in accordance with the payment terms in the Contract Documents.

11.1.5. Taxes.

Taxes on sales and goods and services are subject to provincial and federal sales and goods and services taxes where applicable. User shall be responsible for the payment of any taxes, duties or tariffs applicable to the products and services provided under this Agreement.

11.1.6. Interest.

Interest of 5% will accrue on all outstanding payment balances due but not paid within 30 days following the invoice date. Baysys Solutions reserves the right to pursue all legal and



commercial avenues to collect any and all outstanding balances due under the applicable Contract Document(s).

12. Confidentiality

12.1. Baysys Solutions and User hereby agree to the following:

12.1.1. Parties' Obligations.

Each of the parties agrees to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement ("Confidential Information"). The parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party.

12.1.2. Exclusions.

Confidential Information shall not include any information that is:

1. Already known to the receiving party at the time of the disclosure;
2. Publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party;
3. Subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information;
4. Disclosable pursuant to section 7 of this Agreement;
5. Communicated to a third party by the receiving party with the express written consent of the other party hereto; or
6. Legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

12.1.3. Destruction or Return of Confidential Information.

Upon termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree, all copies of the other party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.

13. Indemnification

13.1. User and Baysys Solutions agree to the following:

13.1.1. Infringement.

Baysys Solutions, at its own expense, will defend any claim brought by a third party against



User to the extent that the claim is based on a claim that the Software as a Service, as used within the scope of this Agreement, directly infringes United States copyright or misappropriate any trade secret recognized as such under the laws of the United States. Baysys Solutions will pay those costs and damages finally awarded against User for any such claim that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such action.

13.1.2. Conditions.

Baysys Solutions' obligations under the preceding paragraph with respect to a claim are conditioned on:

1. User notifying Baysys Solutions promptly in writing of such claim;
2. User giving Baysys Solutions sole control of the defense of all such claims and any related settlement negotiations; and
3. User co-operating with Baysys Solutions in such defense (including, without limitation, by making available to Baysys Solutions all documents and information in User's possession or control that are relevant to the infringement or misappropriation claims, and by making User's personnel available to testify or consult with Baysys Solutions or its legal advisers in connection with such defense). If User settles any such claim without Baysys Solutions' prior written approval, Baysys Solutions shall be relieved of all liability with respect to such claim.

13.1.3. Exclusions.

Notwithstanding the foregoing, Baysys Solutions shall have no liability or obligation with respect to any infringement or misappropriation claim based upon:

1. Any use of the Software as a Service not in accordance with this Agreement or for purposes not intended by Baysys Solutions; or
2. Any modification of the Software as a Service made by any person other than Baysys Solutions where such modification is not authorized by Baysys Solutions.

13.1.4. Remedies.

If the Software as a Service becomes, or in Baysys Solutions' opinion is likely to become, the subject of an infringement or misappropriation claim, Baysys Solutions may, at its sole option and expense, either:

Procure for User the right to continue to use the Software as a Service pursuant to this Agreement or

Replace or modify the Software as a Service to make them non-infringing; or

Terminate this Agreement and User's right to use the Software as a Service and refund to User any unused pre-paid fees as of the date of termination.

13.1.5. By User.

User agrees to defend, indemnify and hold Baysys Solutions, its subsidiaries, officers, directors, employees, successors and assigns harmless from any claim, demand, damages, costs and expenses (including reasonable legal fees), arising from any third-party claim against Baysys Solutions due to or arising out of:

1. Any use of the Software as a Service by User, its affiliates, employees agents, successors and assigns other than in accordance with this Agreement;



2. Any breach of this Agreement by User, its affiliates, employees agents, successors and assigns; and
3. Any unauthorized modification of the Software as a Service by User, its affiliates, employees, agents, successors and assigns, including any claims for intellectual property infringement arising therefrom.

14. Beta Program

Baysys Solutions may offer User's the ability to participate in a Beta program and subscribe to a Software as a Service that is designated in Beta status. A Beta status indicates that the Software as a Service is still under development, is not intended to be fully functional, and is subject to errors that may render the Software as a Service unusable. The User accepts the following conditions for participating in the Beta program. All Software as a Service products designated as 'Beta' will be subject to the terms outlined in this section 14.

14.1.1. Feature Requests.

The Beta program is designed to allow the User to influence what features are important to them and the industry to meet the requirements necessary for intended use. Baysys Solutions may at their discretion implement these User requests in a time and manner as they determine appropriate.

14.1.2. Disruption of Use.

The Software as a Service in a Beta status is subject to errors or lack of functionality that renders the service unusable for an unknown period of time.

Baysys Solutions will use its best efforts to provide a workaround and resolve issues preventing the use of the service in a timely manner to mitigate the amount of time the service is unusable.

14.1.3. Loss of Data.

The Software as a Service in a Beta status may create conditions that result in the loss of some or all of the User data or render certain data to be no longer usable. The User is responsible for keeping current backups of their data and Baysys Solutions will use best efforts to assist the User in the recovery of their data loss.

14.1.4. Sole Remedy.

Users who choose to participate in a Beta Program understand the risks of working with Software as a Service in a Beta status and accept all known and unknown consequences associated with these risks. Baysys Solutions will use its best efforts to disclose all known risks prior to making the Software as a Service available to the User and to mitigate the impact of Loss of Data or Disruption of Use. The User's sole remedy for any financial or operational impact related to the use of the Software as a Service in a Beta status is to provide a 30-day written notice to Baysys Solutions indicating their decision to opt out of the Beta program. Baysys Solutions will cancel any future obligations for payment of fees, discontinue the availability of the Software as a Service and return any confidential materials it may be in possession of. Baysys Solutions has no obligation for the return of fees paid prior to the notification to opt out of the Beta program.

14.1.5. Confidential Information.

Users who participate in a Beta Program accept that all information learned or shared while participating is confidential and are subject to the terms described in Paragraph 12. Baysys



Solutions may wish to develop features based on information deemed to be confidential by the User and request written permission to do so. In the event the User accepts this request, the information will no longer be subject to the terms described in Paragraph 12.

15. Limitation of Liability

IN NO EVENT WILL BAYSYS SOLUTIONS OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM USER'S USE OF THE SOFTWARE AS A SERVICE, EVEN IF BAYSYS SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BAYSYS SOLUTIONS' LIABILITY TO USER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY USER TO BAYSYS SOLUTIONS DURING THE THREE (3) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING.

16. Warranties

Subject to the exceptions set out elsewhere herein this Agreement, Baysys Solutions warrants that it will provide Software as a Service and perform support services using reasonable care and skill. Subject to the foregoing, all conditions, warranties, terms and undertakings express or implied, statutory or otherwise in respect of the support services and any additional services are hereby excluded to the greatest extent permissible by applicable law.

17. Miscellaneous

17.1. Publicity.

Baysys Solutions may use User's name as part of a general list of User's and may refer to User as a user of the Software as a Services in its general advertising and marketing materials. Each party shall obtain the other party's permission prior to using the other party's name for any other marketing or promotional purposes. The parties agree that any press release or other public comments issued by either party relating to this Agreement, any dispute under this Agreement, or User's subscription to or use of the Software as a Service, will be prepared jointly between Baysys Solutions and User and will be issued upon mutual agreement of the parties.

17.2. Notices.

All notices to Baysys Solutions shall be in writing and emailed to legal@baysys.io and shall be deemed to have been duly upon confirmation of receipt.

17.3. Assignment.

This Agreement shall be binding on and shall insure to the benefit of the parties hereto and their respective successors and permitted assigns. Except with respect to wholly owned affiliates, User may not assign this Agreement without Baysys Solutions' prior written consent, not to be unreasonably withheld. Baysys Solutions may assign this Agreement to any parent, subsidiary or affiliate or to any successor to its business, and Baysys Solutions may subcontract any or all of its obligations hereunder, but shall nevertheless remain responsible for the performance of its obligations hereunder.

17.4. Governing Law.

The Software as a Service is governed by and constructed in accordance with the laws of the



State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles. Any claim arising out of or related to this Agreement must be brought within one (1) year from the cause of action; otherwise, User agrees to be barred from bringing such claim.

17.5. No Waiver.

It is not intended that any waiver of any default, condition, or breach of this Agreement implies or constitutes a waiver of any other default, condition, or breach.

17.6. Force Majeure.

Either party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the other Party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery, hacker attacks or equipment or any other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities.

17.7. Payment.

You agree to pay all charges or fees at the prices then in effect for your subscription, and you authorize us to charge your chosen payment provider for any such amounts upon subscribing to the Software as a Service. All contracts are non-refundable. If your subscription is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation. Your cancellation will take effect at the end of the current contract term. If you are unsatisfied with our services, please email us at customer@baysys.io. Your contract will automatically renew unless canceled 30 days prior to the end of the contract term.

17.1.1. Cancellation.

To cancel your service, you must submit a written request via email to customer@baysys.io. This request must be received at least 30 days before the start of the next contract renewal. If we do not receive your cancellation request at least 30 days before the renewal date, you agree that the service will be automatically renewed for the same period of time as the initial term specified in the contract documents. Contracts may not be canceled or terminated early, as specified in section 3 of these Baysys Solutions Terms of Service.

17.8. Entire Agreement; Severability.

Entire Agreement; Severability. This Agreement, together with any applicable contract document, contains the entire agreement of the parties and supersedes any and all previous agreements with respect to the subject matter hereof, whether orally or in writing. Except as otherwise explicitly specified, this Agreement supersedes any terms printed on User's purchase order or other applicable Contract Documents. In the event that any one or more of the provisions of this Agreement are invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.