

ADDITIONAL TERMS AND CONDITIONS FOR PS/TRACK SOFTWARE

These additional terms and conditions together with the Master Agreement shall be deemed to be construed as the "Agreement". To the extent there is any conflict between these additional terms and conditions and the applicable governing agreement, these additional terms and conditions shall govern. Capitalized terms not defined herein shall have the meaning ascribed to them in the governing agreement.

1. Notwithstanding the Agreement, the Customer acknowledges that the deployment of Software will be based upon number of locations and number of mobile devices used as added to the Order Form.
2. The Customer must provide legal full name, a valid email address and any other information requested in order to complete the signup process. Customer's login may only be used by one person. A single login shared by multiple people is not permitted.
3. Customer may use the Software through the Software-provided interface. The Customer must be a human. Accounts registered by "bots" or other automated methods are not permitted.
4. If Customer licenses Company's Mobile application which will be deemed Software through Apple Mobile Application, the usage of the Software will be governed by the terms of the Agreement. Additional Mobile Application Terms are added in Exhibit B.
5. Customer must backup all the data. The Customer should export the data on at least a monthly basis and keep a separate electronic copy of its data in a secure location. Company disclaims any liability for data loss.
6. The Company does not pre-screen any data uploaded to the Software but reserves the right to refuse any data that is available to the Software.
7. Customer shall not duplicate, copy or reuse any portion of the HTML, CSS, JavaScript, other code or visual design elements without express written permission from the Company. The user interface shall be deemed "Confidential Information".
8. Customer may allow its employees and contractors to access the Software in compliance with the terms of the Agreement, which access must be for the sole benefit of Customer. Customer is responsible for its employees and contractors' compliance with the Agreement.
9. During and after the term of this agreement, Company may use non-identifiable Customer Data for purposes of enhancing the Software, aggregated statistical analysis, technical support and other business purposes where the Customer Data is not identifiable.
10. Company will provide Support and Maintenance in accordance with Exhibit A.

Exhibit A
Support and Maintenance Policy

Basic Terminology

“**Business Day**” means Monday through Friday of each week, excluding holidays observed by Company: New Year’s Day (January 1); Martin Luther King Day (third Monday in January); Presidents’ Day (third Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Thanksgiving (fourth Thursday in November); Christmas (December 25).

“**Business Hours**” means the hours from 8:00 am to 5:00 pm (PST).

“**Updates**” means problem corrections, any modifications, enhancements, improvements and new releases to Software modules that Company periodically provides to its hosted Customer base.

“**Scheduled Outages**” are generally scheduled after hours (PST) or on weekends and customers are notified via e-mail at least one week in advance, unless immediate corrective action is required due to a Severity 1 problem.

“**Severity Chart**” means the table below describing the severity of problem report and response levels.

Severity	Definition	Response Goal	Details
Severity 1	Service is unavailable or substantially fails to perform	1 hour	Trouble Ticket opened Assign engineer to determine and correct the error Periodic reports on the status of the correction Initiate work to correct the error
Severity 2	Substantial degradation in performance of the Service	8 hours	Trouble Ticket opened Assign engineer to determine and correct the error Periodic reports on the status of the correction Initiate work to correct the error
Severity 3	Problem report which has minimal to no impact on the availability or performance of the Services	5 days	Trouble Ticket opened Assign developer to determine corrective action required and provide a work around Commercially reasonable efforts to include in next major release
Severity 4	Enhancement request to existing functionality	30 days	Enhancement Request logged Assign to product management to analyze request There is no obligation by Company to include requested enhancements in a future release

Support Services

During the Term, Company will provide to Customer, Support Services as described below:

Updates. During the Term, the Company will provide Customer, at no additional charge, all updates that it makes generally available to customers utilizing similar hosted services. These updates will be considered part of the Software configuration going forward. Company will be responsible for installing all updates to the hosted environment.

Telephone and e-mail Support. The company provides an e-mail address and a phone number (510-559-7200) for reporting problems and seeking technical assistance. Company will respond to Customer and initiate a corrective response to reported problems according to the Severity Chart.

Correction of a problem with the Software. Company shall use its best efforts to correct a problem or provide Customer with an acceptable way to temporarily work around a problem that does not affect the functionality, performance or usability of Software within a timeframe that is consistent with the Severity Chart. The company shall work diligently and on an ongoing basis to resolve Severity 1 and Severity 2 problems. Customer may elect to escalate Severity 1 and Severity 2 problems to Company's Management if Company has not resolved such problems within the Response Goal time, measured from the time the problem report was received from Customer's company.

Customer Obligations. Please notify the Company as soon as possible following the occurrence of a problem, providing us with information reasonably necessary to enable prompt resolution of the issue. Customer is responsible for backups and maintenance of equipment and software located on Customer's premises required to support the Company Services, including but not limited to, validation data feeds, integration with messaging, financial and other systems, equipment and operating systems supporting the Company "security shim" and client data feeds, and network connectivity to the Company hosted site. Customer shall also adequately train its personnel on the basic use and support of Software and the support of the system components located on Customer premises'.

Additional Service Requests. Customer may submit requests for services outside of the basic maintenance support we provide. Company will respond to Customer request and Customer may, at its sole discretion, accept proposals for additional work. Company will use reasonable efforts to minimize costs to Customer related to any additional services provided. At the Customer's reasonable request, Company will be available to perform services outside of standard business days and hours.

Things Not Covered

Company service obligations shall extend only to the current hosted version of Software Services, and to Company provided software components of the system located on Customer premises' that have not been modified or altered in any way by anyone other than Company or under Company' direction.

Except for mandatory software upgrades required by Company to Customer based components of the system, Support Services do not include non-product related support such as maintenance of data feeds, support related to Customer equipment, recovery from Customer system crashes, Customer infrastructure software upgrades, Customer server moves or other Customer upgrades.

Furthermore, Support Services do not include (i) time or support from Company that may be required or requested by Customer to perform Customer premises system upgrades, (ii) Company consulting time required or requested by Customer to setup and configure additional Software modules or built in functionality, or (iii) time required or requested by Customer to perform additional training of Customer staff members.

Support Services and support does not cover any hardware or hardware related support, whether or not such hardware was purchased from Company to support Company Services (such as our PS Receiver Software). All hardware and hardware related issues should be directed to the manufacturer.

Exhibit B - MOBILE APPLICATION TERMS (APPLE)

Apple Minimum Terms: The additional Apple Minimum Terms below are incorporated into the Agreement for all purposes.

APPLE REQUIREMENTS: IF CUSTOMER DOWNLOADED THE SOFTWARE FROM THE APPLE ITUNES APP STORE, THE FOLLOWING TERMS ALSO APPLY.

Acknowledgement: Customer acknowledges that this Agreement is between Customer and Company only, and not with Apple, and Company, not Apple, is solely responsible for the software and the content.

Scope of License: The license granted to Customer for the software is a limited, non-transferable license to use the software on an iOS device that Customer owns or controls and as permitted by the usage rules in the Apple iTunes App Store Terms of Service.

Maintenance and Support: Company and not Apple are solely responsible for providing any maintenance and support services with respect to the Software. Customer acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

Warranty: Company is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Software to conform to any applicable warranty, Customer may notify Apple, and Apple will refund the purchase price for the Software to Customer. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Company's sole responsibility.

Product Claims: Company, not Apple, is responsible for addressing any Customer or third-party claims relating to the Software or the Customer's possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

Intellectual Property Rights: Customer acknowledges that, in the event of any third-party claim that the Software or Customer's possession and use of the software infringes that third party's intellectual property rights, Company, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim as agreed in the Master Terms.

Legal Compliance: Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

Developer Contact Info: Please reach out to us via Support.

Third Party Terms of Agreement: Customer must comply with any applicable third-party terms when using the Software, e.g., if Customer is using a VoIP application, then Customer must not be in violation of its wireless data service agreement when using the Software.

Third Party Beneficiary: Customer acknowledges and agrees that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon Customer's acceptance of the terms of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third party beneficiary thereof.