

Ascent On-Demand

TERMS AND CONDITIONS OF SERVICE

By tendering freight to and utilizing the services described herein, and in the absence of a separate, written logistics and transportation agreement with Customer, Customer acknowledges and agrees that Customer is deemed to be acting as a shipper and all transactions will be governed by these Terms and Conditions. Any terms and conditions proposed by Customer which are additional to or inconsistent with these Terms and Conditions shall be void, unless specifically agreed to by AOD or the AOD Group in writing and signed by AOD or the AOD Group's duly authorized representative. In the event of a conflict between these Terms and Conditions and a signed contract, the signed contract shall control.

Definitions

"AAC" means Active Aero Charter, LLC, a limited liability company and air charter manager arranging door-to-door air charter transportation using its proprietary bid-quote system for optimization of availability and pricing.

"AE" means Active Aero Motor Carrier, LLC., d/b/a Ascent Expedite, a limited liability company licensed by and duly registered with the FMCSA as a motor carrier transporting general freight (excluding household goods) by motor vehicle permit #MC-615250.

"AGS" means Active Global Solutions, LLC, a limited liability company focusing its service offerings on arranging shipments for transport via ground carrier and/or air carrier on a non-chartered basis. AGS provides such services as a Surface Freight Forwarder, Air Freight Forwarder and an Indirect Air Carrier. AGS is a federally licensed Surface Freight Forwarder operating under U.S. DOT Permit #FF-6639-P and a federally licensed Air Freight Forwarder operating pursuant to TSA IAC Permit #GL0304003 as an Indirect Air Carrier.

"AOD" means Ascent On-Demand, Inc.

"AOD Group" means AOD together with its affiliated entities, Active PTM, LLC ("**PTM**"), Active Global Solutions, LLC ("**AGS**"), Active Aero Motor Carrier, LLC, d/b/a Ascent Expedite ("**AE**"), Active Aero Charter, LLC ("**AAC**"), and Active on Demand de Mexico S. de R.L. de C.V. ("**AODM**").

"Applicable Law" means, collectively, all federal, state, provincial, territorial, and local laws; statutes; regulations; rules; and ordinances of the jurisdiction(s) which apply to and govern the performance of the Services.

"Carrier" means a third-party motor carrier or ground expedite provider contracted by Broker to transport Customer's Shipments.

"Customer" means the customer, shipper, or consignee, and the Customer's principals, agents and/or representatives, for whom the AOD Group is rendering service.

"IAC" means indirect air carrier.

"PTM" means Active PTM, LLC, a limited liability company and Property Broker focusing its service offerings on arranging premium transportation through a network of motor carriers for shipments requiring expedited transport. PTM is licensed by and duly registered with the FMCSA as a broker arranging for transportation of freight (except household goods) by motor vehicle via permit #MC495453-B.

"Reefer" means a refrigerated trailer or container for transporting temperature-sensitive or perishable items.

"Service Provider" shall include, but not be limited to, third-party motor carriers, truck men, cart men, lighter men, forwarders, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling, delivery, storage or otherwise.

1. SERVICES

- 1.1. AOD Group will obtain shipment information from the Customer and transmit pertinent information to a network of subscribing Carriers and Service Providers, who will respond with information sufficient for the

Customer, or AOD Group staff on the Customer's behalf, to choose the best option to meet Customer's shipment requirements. AOD Group will utilize the services of Carriers and Service Providers as well as the affiliated entities of the AOD Group. AOD Group reserves the right to match the lowest qualifying transportation offer received from AOD Group's network of Carriers and Service Providers.

Qualification of Carriers and Service Providers. AOD Group will arrange for cargo transport in coordination with the parameters set by the Customer to meet the Customer's time requirement, cost requirement, or both. Selection of Carriers or Service Providers eligible to meet the Customer's requirements will be determined by AOD Group at its sole discretion. However, the Customer may recommend service providers to be used for Customer's shipments and those recommended services providers may be utilized so long as they meet legal, regulatory and AOD Group qualification standards. Typically, AOD Group will select Carriers or Service Providers to transport the Customer's specific shipment, although the Customer may choose to assume this function itself.

1.2. *Hazardous Materials.* If Customer requires transportation of hazardous materials, AOD Group will require that Carriers and Service Providers have excess insurance in place covering losses and liabilities for personal injury (including death), property damage, and potential environmental harm or damage connected with the transportation of such materials.

1.3. **Carriage via Third-Party Motor Carriers and Ground Expedite Providers**

1.3.1. *Cargo Liability.* The Carrier responsible for the shipment shall be solely and exclusively liable for any cargo loss, damage or delay. AOD Group shall endeavor to ensure that all claims shall be paid or settled by the Carrier within ninety (90) days of the receipt of a properly documented claim.

For portions of ground shipments with the U.S., AOD Group shall, and shall require each Carrier to, assume liability as a common carrier for full actual value of the loss, damage to or destruction of any and all Customer's freight or any delay in transit while under the provider's care, custody or control up to a maximum of \$100,000 of that part of the shipment adversely affected.

For portions of ground shipments within Canada, AOD Group shall, and shall require each Carrier to, assume liability as a common carrier for losses based on the value of the goods, unless a lower value has been declared, but always subject to a maximum liability of two dollars (\$2) per pound (or \$4.41 per kilogram) unless a higher value has been declared. In any event, liability will be no more than the actual value at the time and place of shipment including freight and other charges if paid.

For portions of ground shipments within Mexico, in case of total or partial loss or damage of the goods transported, the amount of the indemnity payable by Carrier shall be limited to 15 (fifteen) times the Mexican measurement and actualization unit (UMA for its Spanish acronym) per ton, or the proportional part in the case of shipments of less weight, as provided by in section V of article 66 of the Mexican Law of Roads, Bridges and Federal Autotransportation (Ley de Caminos, Puentes y Autotransporte Federal).

AOD Group shall be responsible to process all claims and assist in the resolution of the claims by managing the investigation, documentation and/or prosecution of all cargo loss, damage or destruction claims against its qualified carriers in accordance with this Section to the reasonable satisfaction of Customer.

As a condition precedent to recovery, claims for loss, damage or delay must be filed in writing with AOD Group within one hundred eighty (180) days after the date of acceptance of the shipment, or when the shipment should have reasonably been delivered.

As a condition precedent to recovery for any concealed damage, Customer must have reported the loss or damage to AOD Group within three (3) business days of delivery and must have secured for inspection, in its original container, all cargo for which a claim is to be made within six (6) business days after date of delivery to Customer.

All shipment-related transportation charges must be paid in full prior to the settlement of any claim. Customer may not deduct claims from other unrelated transportation charges.

1.3.2. *Application of Law*. All regulations applicable to brokers promulgated by the Secretary of Transportation for the protection of shippers as set out in 49 U.S.C. § 13904(c) are applicable under these Terms & Conditions, whether such regulations are currently in effect or are subsequently adopted. To the extent that any provision of these Terms and Conditions conflicts with the Interstate Commerce Commission Termination Act of 1995 ("**ICCTA**") as codified by 49 U.S.C. § 14101(b)(1) or related regulations, the provisions of these Terms & Conditions shall control and the parties waive the application of such conflicting statutory provision or regulation.

1.4. **Carriage via Air Freight Forwarders**

1.4.1. *Carriage via Third-Party Air Freight Forwarders and IAC Selected by AOD Group*.

A. **Cargo Liability**. All limitations of liability shall be calculated using the actual weight of the shipment (inclusive of packaging materials). The liability shall not exceed the actual value of the lost or damaged goods. It is the Customer's responsibility to prove actual damages.

For domestic shipments, IAC/air freight forwarder is responsible for not more than USD \$0.50 per pound of cargo, or USD \$50, whichever is greater, of that part of the cargo adversely affected unless a higher amount is declared at the time of shipping, plus the amount of transportation charges for the subject shipment prorated based on that part of the cargo adversely affected.

For international shipments, IAC/air freight forwarder responsibility shall be governed by the provisions and limits of liability of the Montreal Convention or, where by its own terms the Montreal Convention shall not apply, the Warsaw Convention, and neither AOD Group, its Service Providers, agents, nor any vessel or conveyance that transports the goods shall in any event be or become liable for any loss or damage to or in connection with the carriage of goods in any amount exceeding the prevailing value of the SDR per kilogram. Liability shall be limited to that part of the cargo adversely affected, plus the amount of transportation charges for the subject shipment prorated based on that part of the cargo adversely affected.

Customer further agrees that for any claim for cargo shipped on behalf of and at the request of the Customer via IAC/air freight forwarder, the IAC/air freight forwarders limit of liability is as set forth in this section. Customer will not seek to recover damages for amounts greater than is stated in this section from the Service Provider or AOD Group.

Based upon time limits set forth in the Warsaw Convention as amended at the Hague 1955 and the Montreal Convention 1999, a preliminary claim must be filed shortly after receipt of the shipment. The associated timeframes are as follows:

Damage	To consignment (whole or in part)	14 days from receiving consignment
Loss	Loss of whole consignment	120 days from AWB issuing date
Partial Loss	Loss of part of the consignment	14 days from receiving consignment
Delay	To complete consignment or part of it	21 days from the placing date

AOD Group shall be responsible to process all claims and assist in the resolution of the claims by managing the investigation, documentation and/or prosecution of all cargo loss, damage or destruction claims against its Service Providers in accordance with this section to the reasonable satisfaction of Customer.

As a condition precedent to recovery for any concealed damage, Customer must have reported the loss or damage to AOD Group within three (3) business days of delivery and must have secured for inspection, in its original container, all cargo for which a claim is to be made within six (6) business days after date of delivery to Customer.

All shipment-related transportation charges must be paid in full prior to the settlement of any claim. Customer may not deduct claims from other unrelated transportation charges.

- B. Customer acknowledges that any shipment traveling by aircraft may be subject to inspection by the Transportation Security Administration (TSA) or other agencies charged with the security of the air cargo supply chain.

1.4.2. Carriage via AGS by Award from AOD Group.

- A. For each shipment awarded to AGS by AOD Group by virtue of having submitted the lowest bid to AOD Group, AGS will arrange for transportation of the Customer's cargo on an air carrier and will arrange for the delivery and pickup at the respective airports, per the Customer's direction.
- B. **Cargo Liability – Air Carriage.** AGS' liability for cargo damage, loss or delay on domestic shipments is as reflected in Section 1.6.1.A.
- C. **Cargo Liability – Surface Freight Forwarding.** Carrier shall be responsible for not more than fifty cents (\$.50) USD per pound of cargo, or fifty dollars (\$50.00) USD, whichever is greater, of that part of the cargo adversely affected unless a higher amount is declared at the time of shipping, plus the amount of transportation charges for the subject shipment prorated based on that part of the cargo adversely affected.
- D. All shipment-related transportation charges must be paid in full prior to the settlement of any claim. Customer may not deduct claims from other unrelated transportation charges.
- E. Customer further acknowledges that any shipment traveling by aircraft may be subject to inspection by the Transportation Security Administration (TSA) or other agencies charged with the security of the air cargo supply chain.

1.5. Carriage via Air Charter Operators via AAC

- 1.5.1. Cargo Liability. AAC shall be liable for the full actual loss, damage or injury to property or goods (except that loss, damage or injury caused by the inherent vice of the property or goods) tendered for the account of Customer from the point of receipt of the property or goods by qualified carriers and until such time as the property or goods are delivered to Customer, its facility, its agent or its consignee. AAC agrees to acknowledge all claims within fifteen (15) days from receipt and will endeavor to resolve all claims within ninety (90) days from receipt. Claims for loss or damage must be made in writing to AAC within one year after the date of acceptance of the shipment by AAC.

As a condition precedent to recovery for any concealed damage, Customer must have reported the loss or damage to Ascent within three (3) business days of delivery and must have secured for inspection, in its original container, all cargo for which a claim is to be made within six (6) business days after date of delivery to Customer.

Ascent will not be liable in any action brought to enforce a claim unless the applicable claims procedures have been complied with and unless such action is brought within one (1) year from the date written notice is given to the claimant that Ascent has disallowed the claim in whole or in part, unless otherwise required by a federal or state law, rule or regulation applicable to the shipment.

Customer further agrees that in the event of any claim that arises by virtue of the transportation of Customer's cargo, Customer will not seek to recover damages for amounts greater than is stated in this section, respectively, from AOD Group.

All shipment-related transportation charges must be paid in full prior to the settlement of any claim. Customer may not deduct claims from other unrelated transportation charges.

1.5.2. Customer further acknowledges that any shipment traveling by aircraft may be subject to inspection by the Transportation Security Administration (TSA) or other agencies charged with the security of the air cargo supply chain.

1.6. On-Board Courier

1.6.1. Cargo Liability. For domestic shipments, Service Provider is responsible for any loss or damage to or in connection with the carriage of goods in any amount up to \$3,800 USD per passenger. Liability shall be limited to that part of the cargo adversely affected, plus the amount of transportation charges for the subject shipment prorated based on that part of the cargo adversely affected.

For international shipments, Service Provider's responsibility shall be governed by the provisions and limits of liability of the Montreal Convention or, where by its own terms the Montreal Convention shall not apply, the Warsaw Convention, and neither AOD Group, its Service Providers, agents, nor any vessel or conveyance that transports the goods shall in any event be or become liable for any loss or damage to or in connection with the carriage of goods in any amount up to 1,288 SDR per passenger. Liability shall be limited to that part of the cargo adversely affected, plus the amount of transportation charges for the subject shipment prorated based on that part of the cargo adversely affected.

Customer further agrees that for any claim for cargo shipped on behalf of and at the request of the Customer via Service Provider, the Service Provider's limit of liability is as set forth in this section. Customer will not seek to recover damages for amounts greater than is stated in this section from the Service Provider or AOD Group.

Based upon time limits set forth in the Warsaw Convention as amended at the Hague 1955 and the Montreal Convention 1999, a preliminary claim must be filed shortly after receipt of the shipment. The associated timeframes are as follows:

Damage	To consignment (whole or in part)	14 days from receiving consignment
Loss	Loss of whole consignment	120 days from AWB issuing date
Partial Loss	Loss of part of the consignment	14 days from receiving consignment
Delay	To complete consignment or part of it	21 days from the placing date

AOD Group shall be responsible to process all claims and assist in the resolution of the claims by managing the investigation, documentation and/or prosecution of all cargo loss, damage or destruction claims against its Service Providers in accordance with this section to the reasonable satisfaction of Customer.

As a condition precedent to recovery for any concealed damage, Customer must have reported the loss or damage to AOD Group within three (3) business days of delivery and must have secured for inspection, in its original container, all cargo for which a claim is to be made within six (6) business days after date of delivery to Customer.

1.6.2. All shipment-related transportation charges must be paid in full prior to the settlement of any claim. Customer may not deduct claims from other unrelated transportation charges.

2. **NO EXCLUSIVITY.** Customer is not restricted from tendering freight to other brokers, freight forwarders, third-party logistics providers, or directly to motor carriers. AOD Group is not restricted from arranging transportation of freight for other customers.

3. **CUSTOMER RESPONSIBILITIES.**

3.1. Compliance with Food Safety Laws. If applicable, Customer must comply, and AOD Group will require the Carrier and/or Service Provider to comply, with all applicable laws and regulations governing the safe and secure transportation of food products that will be ultimately consumed by humans or animals including those required by Applicable Law, including, but not limited to, the Food Safety Modernization Act; the Federal Food, Drug and Cosmetic Act; the Sanitary Food Transportation Act; the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food; and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations.

3.2. Customer Written Instructions.

3.2.1. The Customer must provide in writing, complete, accurate and timely shipping instructions and properly identify the kind, quantity, and condition of the shipments in the bill of lading ("**BOL**") or other shipping instructions. The Customer will not tender any restricted commodities including, but not limited to, hazardous materials and waste, oversize or overweight shipments, coiled or rolled products, or commodities requiring protection from heat or cold without properly identifying such shipments and making the necessary prior arrangements for transportation including, but not limited to, securing a quote for a higher transportation charge for the additional service(s) requested.

3.2.2. At the time of booking but prior to the loading of the shipments, Customer must further specify, in writing, in the booking request and on the face of the BOL all instructions which must be followed by the Carrier and/or Service Provider to maintain the safety and integrity of the shipments including, without limitation: (a) all temperature control requirements and temperature control documentation requirements; (b) the required operating temperature for the transportation and when necessary, the pre-cooling phase and mode of operation; (c) all sanitation requirements and sanitation documentation requirements for the Shipments, including those for the Carrier's or Service Provider's vehicle and transportation equipment; and (d) any design specifications and cleaning procedures (all together, the "**Written Instructions**"). AOD Group will assist Customer in providing any Written Instructions to the Carrier or Service Provider transporting Customer's shipments.

3.3. Cargo Loading and Securement for Ground Transportation Carriers.

3.3.1. Customer is solely responsible for ensuring that shipments are (i) properly and safely packaged and loaded for the type of transportation requested (i.e., LTL, TL, flatbed, refrigerated van, intermodal, etc.), regardless of if such Shipments are actually loaded by the Customer or the Customer's agent, supplier or subcontractor; and (ii) supported, blocked, braced, and secured prior to transport. Customer must inspect the equipment provided by the Carrier to ensure it meets the requirements specified in the Written Instructions and is in an appropriate sanitary condition for transporting the Shipments.

3.3.2. For temperature-specific loads, Customer is solely responsible to ensure the Reefer is pre-cooled (if applicable), set to the required temperature, and set to the proper mode of control (either cycle sentry mode or continuous). In the event there is a discrepancy in temperature readings between the Reefer and another temperature measuring device, the temperature reading provided by the Reefer will govern.

3.3.3. Customer must reject any equipment that is not in appropriate condition to protect and preserve the shipments during transportation or it shall be deemed appropriate when loaded and not rejected. Customer's failure to fulfill the obligations under this section will be considered an act or default of the shipper and a defense to any cargo claim resulting from the condition of the trailer.

- 3.4. **Mitigating Damages.** None of the provisions in these Terms and Conditions in any way limits Customer's obligation to mitigate damages, including by salvaging all portions of a shipment for which there is a secondary market.
- 3.5. **Warranties.** Customer represents and warrants, where applicable, that (i) Customer is the legally documented owner of all shipments tendered to AOD Group, and/or is authorized to cause such shipments to be stored and otherwise controlled by AOD Group as provided in the applicable transportation document; (ii) Customer will comply with all Applicable Laws including, but not limited to, customs laws, import and export laws, dangerous or hazardous materials laws/rules/regulations, and governmental regulation of any country to, from, through or over which the shipments may be carried; (iii) Customer will provide complete, accurate and timely information regarding each shipments; (iv) Customer will furnish such information and complete and attach to the applicable transportation document as such documents as are necessary to legally complete the shipment; (v) all items to be shipped will be completely and accurately marked to enable identification of the contents without opening any shipping or storage containers; and (vi) Customer will make every effort to accurately measure the dimensions and weights of all items and understands that Carrier or Service Provider's rate depends upon the accuracy of this information.

AOD Group assumes no liability to Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this Section 3. Customer understands and agrees that, unless otherwise expressly agreed to by AOD Group in writing, AOD Group shall not acquire title to or assume risk of loss for any shipments on behalf of Customer, and shall not, in the course of providing the services in accordance with these Terms and Conditions, acquire title to or assume risk of loss for, or be deemed to have acquired title to or assumed risk of loss for, the Customer's shipments. Customer indemnifies, defends, and holds AOD Group harmless against any liability, loss, damage, cost, expense, including attorneys' fees, claim, or penalty whatsoever arising from AOD Group acting in accordance with Customer's instructions.

4. **RECEIPTS & BILLS OF LADING.** If requested by Customer, AOD agrees to provide Customer with proof of acceptance and delivery of Shipments in the form of a signed BOL or proof of delivery. The terms and conditions of any freight documentation used by Customer or Carrier will not supplement, alter, or modify these Terms and Conditions. Failure to provide proof of delivery shall not be grounds for non-payment where there is no dispute that a shipment was successfully delivered.
5. **PAYMENTS.** AOD will invoice Customer directly for its services in accordance with the rates, charges and provisions as mutually agreed between the parties in writing (including electronic communications). Rates negotiated between the parties shall be confirmed in writing by the parties prior to the movement of any shipment. Customer agrees to pay AOD's invoice in U.S. dollars within fifteen (15) days of invoice date without deduction or setoff. If any payment remains unpaid by Customer for a period of fifteen (15) days following the due date, AOD reserves the right to charge Customer a late payment fee on the unpaid balance of one and one half percent (1.5%) per month or the highest amount permitted by law, whichever is less.. The Customer is responsible for payment regardless of other arrangements between the Customer, shipper, consignee or other third party.

AOD warrants that to the extent any payments received contain amounts that are owing to any Carrier or service provider, AOD will accept such payment for the benefit of such Carrier or service provider and shall remit to the Carrier or service provider such amounts that are properly due and payable to the Carrier or service provider.

6. **HAZARDOUS MATERIALS.** Customer must comply with all Applicable Laws and regulations relating to the transportation of hazardous materials including as defined in 49 CFR §172.800, §173, and § 397 et seq. to the extent that any shipments constitute hazardous materials. Customer is obligated to inform AOD Group immediately if any such shipments constitute hazardous materials. Customer shall defend, indemnify, and hold AOD Group harmless, including reasonable attorney fees, from any penalties or liability of any kind, arising directly or indirectly out of Customer's failure to comply with applicable hazardous materials laws and regulations.

7. INDEMNIFICATION.

7.1. AOD. Subject to the exclusions set forth below, AOD agrees to indemnify, defend and hold Customer harmless from and against any and all liabilities, claims, losses, actions, causes of action, costs, expenses and reasonable attorney's fees, caused by or resulting from (i) any and all claims, actions, damages and obligations asserted against Customer by any third party that arise out of any negligent or intentional act or omission by AOD, or any member of the AOD Group or their respective employees, agents, officers or directors, related to the services rendered under this Agreement; (ii) AOD Group's breach of these Terms and Conditions; or (iii) AOD Group or AOD Group's employees or agents violation of Applicable Laws or regulations;

Customer's exclusive remedy for any and all claims shall be limited to that portion of AOD Group's fees as calculated in accordance with Appendix A.. AOD Group shall not be liable for any failure by any carrier, transportation service provider or other logistics services provider to meet its obligations to Customer or its obligations under any Applicable Law, rule or regulation. Customer shall be solely responsible for all shipping, transportation and other logistics-related charges incurred on its behalf to perform the services requested by the Customer herein. In no event shall AOD Group be liable for any indirect, special, consequential, or exemplary losses or damages including but not limited to loss of profits or income.

The foregoing obligation to indemnify and defend Customer specifically excludes any claims or actions arising from the negligence or willful misconduct of Customer, its employees, officers, directors or other representatives.

Customer acknowledges that AOD does not assume liability for any acts or omissions of itself or any Carrier or Service Provider solely by virtue of carrying insurance, or otherwise, and Customer agrees that it will not pursue any claim against AOD arising from any act or omission of any Carrier or service provider unless it is also a failure of the obligations of AOD or the AOD Group.

Customer. Customer must indemnify, defend and hold AOD, and to the extent applicable any member of the AOD Group, including its and their directors, officers, shareholders, employees, agents and other representatives, harmless from and against any and all liabilities, claims, demands, suits, damages and losses, actions, causes of action, costs, expenses and reasonable attorney's fees, caused by or resulting from (i) Customer or Customer's employees or agents negligence or intentional misconduct; (ii) Customer's breach of these Terms and Conditions; (iii) Customer or Customer's employees or agents violation of Applicable Laws or regulations; (iv) death of or personal injury to any person or persons and for loss of, damage to, or destruction of any property whatsoever as a result of, arising out of, or in any way connected with AOD's utilization of a Customer-directed broker, carrier, or other service provider that has not otherwise been qualified by AOD; or (v) any attempts by Customer insurance provider or any other party to recover from AOD Group. The obligation to defend includes payment of all reasonable costs of defense, together with all reasonable attorney fees, as they accrue.

7.2. Any claim must be initiated within one (1) year of the date the party knew or reasonably should have known of the existence of such claim against the other party.

8. SEVERABILITY/SURVIVABILITY. In the event that any paragraphs or portions of these Terms and Conditions are found to be invalid or unenforceable, the parties agree that such portion or provision shall be severable and that the remaining provisions of these Terms and Conditions shall continue in full force and effect. The representations and obligations of the parties shall survive the termination of the business relationship for any reason.

9. INDEPENDENT CONTRACTOR. It is understood between AOD Group and Customer that AOD Group is not an agent for Carrier or Customer and shall remain at all times an independent contractor. Customer does not exercise or retain any control or supervision over AOD Group, its operations, employees, or Carriers. AOD Group does not exercise or retain any control or supervision over Carrier, its operations, employees or Customer.

- 10. NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of these Terms and Conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of these Terms and Conditions, shall not be construed as thereafter waiving or invalidating any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.
- 11. NOTICES.** Any and all notices required or permitted to be given under these Terms and Conditions shall be made in writing to AOD at contracts@ascentgl.com with confirmed receipt and shall be effective when so delivered.
- 12. FORCE MAJEURE.** AOD Group shall not be liable for any failure or delay in performing its obligations hereunder Customer to the extent that such delay or failure is caused by or results from circumstances beyond its reasonable control, without its fault or negligence, including but not limited to (i) acts of God such as fire, flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation such as closing of the public highways, the intervention of any government authority or the acts or omission of customs officials (whether or not valid); (iv) embargos; (v) riots or civil disobedience; (vi) environmental or dangerous goods incidents, unexpected mechanical failures to the aircraft or other equipment utilized to transport the Customer's product, unexpected inability to operate the aircraft due to pilot fatigue or other safety reasons; or (vii) any other cause outside of the reasonable control of AOD Group, provided that AOD Group uses its best efforts to mitigate the failure or delay and provided further that AOD Group provides reasonable notice to Customer of such inability to perform.
- 13. CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity and enforceability of these Terms and Conditions, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the federal laws regarding transportation, where applicable, and otherwise by the laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. The parties agree to jurisdiction and venue in a United States Federal District Court in Michigan, or if federal jurisdiction is not available, then in a State Court located in Michigan. In any judicial proceeding, the parties hereby knowingly and voluntarily waive their constitutional right to trial by jury.
- 14. OWNERSHIP & LICENSES.**
- 14.1. Customer acknowledges and agrees that AOD owns and shall retain all rights, title and interests, including all intellectual property rights, in and to AOD's software, documents and other materials created by it and by any member of the AOD Group, including, without limitation, all copyrightable works of original authorship (including but not limited to computer programs, technical specifications, manuals and business plans), ideas, inventions (whether patentable or not), know-how, processes, compilations of information, trademarks and other intellectual property (collectively, "**Proprietary Materials**"). No Proprietary Materials created by AOD or any member of the AOD Group are or will be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.
- 14.2. Subject to Customer's compliance with the terms of this Agreement, Ascent hereby grants Customer a non-exclusive, non-transferable, revokable, royalty-free license to access and use PEAK™ and other applicable Ascent systems and Proprietary Materials, solely as necessary for Customers to participate in and receive the services described in this Agreement. All rights not expressly granted to Customer in this Agreement are reserved by Ascent.
- 15. CONFIDENTIALITY.** Other than as required to comply with the law or legal process requiring disclosure, the parties agree to the following:
- 15.1. Each party shall use the other's Confidential Information only for the purposes of this Agreement. Each party shall maintain the confidentiality of the other party's Confidential Information in at least the same manner in which it protects its own confidential information, but in no event shall either party take less than reasonable

precautions to prevent the unauthorized disclosure. Each party shall be and remain fully liable and responsible for its employees', agents', or contractors' unauthorized disclosure or use of the other party's confidential information.

15.2. In addition to confidential information protected by law, statutory or otherwise, the parties agree that all of their financial information and that of their customers, including but not limited to rates, amounts received for services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the parties and their customers, shall be treated as confidential and shall not be disclosed or used for any reason without prior written consent, except in furtherance of performing the services pursuant to these Terms & Conditions.

16. CHANGES IN TERMS AND CONDITIONS. AOD shall have the right at any time to change or modify these Terms and Conditions. Such changes, modifications, additions or deletions shall be effective on any Shipment not already in process. The most current version of this document may be found at <https://ascentlogistics.com/terms-and-conditions/>.

APPENDIX A - Rates & Charges

AOD Group Rates/Charges

The total transportation cost is comprised primarily of three components:

1. **Mode Cost.** This is the cost of the Carrier's or Service Providers' services. The mode cost is the spot buy cost of the mode, plus the costs incidental to that mode. All known costs additional to the spot buy cost will be made available to the Customer at the time of booking or shortly thereafter.
2. **Accessorial Cost.** Accessorial costs are fees that are usually applied where there is a need for additional time, labor, equipment or fuel. These typically include, but are not limited to, wait time, dry-runs, stop off charges/reconsignments, redelivery or layovers, driver assisted loading/unloading, fuel surcharges, fees for hauling hazardous materials, and fees for international transportation.
3. **AOD Group Transaction Fee.** This fee is for mode management and implementation of the service as agreed by the parties in writing (which includes by electronic communication).

Rates/Charges specific to AAC

The total transportation cost is comprised primarily of three components:

1. **Mode Cost.** The price obtained by AAC through its utilization of its network of certified aircraft operators plus charges for services by other Service Providers necessary for completion of the charter (e.g., ground handling).
2. **Management Fee.** The management fee per trip for air charter transportation and related services is an amount or percentage to be agreed upon by the parties in writing (which includes electronic communication).
3. **Accessorial Cost.** Additional charges may be necessitated by the requirements or requests of the Customer or by the circumstances of the individual charter. AAC will endeavor to communicate these fees as they become applicable, but Customer should nevertheless be aware that the charges may arise. Federal excise taxes, domestic governmental transportation charges, or international fees may apply as applicable to the type, origination, and destination of the charter. Pickup, build, load, unload, break and delivery fees may become applicable to a trip as circumstances warrant. Fees such as de-icing charges, overnight fees, wait time, after-hours fees, ramp fees, landing fees and cancellation fees may become applicable during the course of a trip and known only after the trip has been booked and preparations have begun.