

UPS Technology Agreement

General Terms and Conditions

End User Rights

Information and General Use Policies

UPS TECHNOLOGY AGREEMENT

Version UTA 10A102026

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. BY SELECTING THE ACCEPTANCE CHECKBOX OR OTHER ACCEPTANCE INDICATOR, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU HAVE ENTERED INTO A LEGALLY BINDING AGREEMENT WITH UPS MARKET DRIVER, INC. ("UPS").

The permission UPS gives You to use the UPS Technology continues so long as You meet your responsibilities in: (1) these General Terms and Conditions <https://www.ups.com/assets/resources/media/en_US/GTC.pdf>; (2) the End User Rights available at <https://www.ups.com/assets/resources/media/en_US/EUR.pdf>; and (3) the Information and General Use Policies available at <https://www.ups.com/assets/resources/media/en_US/IGUP.pdf>, along with the documentation referenced in any of the foregoing three parts (the "Agreement").

You hereby confirm that You have read and fully understand ALL PARTS of this Agreement – the General Terms and Conditions, the End User Rights, and the Information and General Use Policies, including the documentation referenced therein.

For purposes of the Agreement:

> "Customer" means the Person that is your employer, but is not a Service Provider, (1) and that has been assigned the UPS Account you use to register the first UPS Technology you access, if a UPS Account is required for such registration, (2) and that has been assigned the first UPS Account you use with the UPS Technology you access, if a UPS Account is not required for registration but is required for use, or (3) when the first UPS Technology you access does not require a UPS Account for registration or use.
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> "Service Provider" means a third party engaged by a UPS customer to assist such UPS customer in managing its shipping activity with the UPS Parties, including Billing Data Service Providers, that has been approved by UPS in writing to perform such services for the UPS customer; provided however, UPS Affiliates may serve as Service Provider without a written approval by UPS.
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> "Service Provider Employee" means an employee of a Service Provider.
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> "You" or the possessive, "Your," means, as applicable: (i) you as an individual, if you are entering into this Agreement as an individual on behalf of no other third party for your own personal use of the UPS Technologies; (ii) you as an individual and Customer, if you are accessing UPS Technology as part of your responsibilities as an employee of Customer; or (iii) you as an individual and your employer, if your employer is a Service Provider to a UPS customer and you are accessing UPS Technology as part of your responsibilities as a Service Provider Employee to perform services for the benefit of a UPS customer.

You represent and warrant You have reached the age of legal majority and, if applicable, You can form legally binding contracts under applicable law on behalf of Yourself, the Customer or Service Provider related to the UPS Technology. If at any time You are no longer authorized to form legally binding contracts under applicable law on behalf of Yourself, the Customer or Service Provider, as applicable, You may no longer use UPS Technology on Your own behalf or on behalf of such Customer or Service Provider.

General Terms and Conditions

1. Definitions. Capitalized terms used in this Agreement have the meanings set forth on General Terms and Conditions Exhibit A attached hereto and End User Rights Exhibit A. In the case of any conflict between the terms of the End User Rights and these General Terms and Conditions, these General Terms and Conditions shall control.

2. License Grant.

2.1. Scope. UPS hereby grants to You and You accept, subject to the terms and conditions of this Agreement, a limited, revocable, non-sublicenseable, non-exclusive, non-transferable, license to use or access, as applicable, the UPS Technology and associated Technical Documentation in the Permitted Territory for such UPS Technology. The End User Rights contain additional general license rights and restrictions, as well as UPS Technology-specific license rights and restrictions.

2.2. General Restrictions – UPS Materials and Software. You shall not, and shall cause Your employees and agents not to, sublicense, disclose or transfer the UPS Materials to any third party without the written consent of UPS. You agree not to modify (including corrections to the Software), reproduce, rent, lease, lend, encumber, distribute, redistribute, remarket or otherwise dispose of the UPS Materials or any part thereof without the consent of UPS, and hereby waive such rights granted under applicable law. You agree not to duplicate the Software, except as required for its use in accordance with this Agreement, provided that You may make one (1) back-up copy of the Software solely for archival purposes. Such back-up copy shall include UPS's copyright and other proprietary notices, and shall be subject to all the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement, You may not use the Software on an outsourced time-share or service bureau basis.

3. Export Law Assurances. You acknowledge that all UPS Materials provided hereunder are subject to the U.S. Export Administration Regulations ("EAR") administered by the U.S. Department of Commerce's Bureau of Industry and Security, as well as other U.S. laws and regulations. You agree to comply with the EAR and all applicable U.S. laws in your handling and use of all UPS Materials provided hereunder and to not export or reexport the UPS Materials except as authorized by the EAR, U.S. and other applicable laws. Without limiting the generality of the foregoing, you agree, represent and warrant that no UPS Materials will be accessed from, downloaded in, released in, carried to, transferred to, transshipped through or to, exported to, or reexported to (1) the Restricted Territory (or a national or resident thereof) or (2) any person, entity or organization on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. The countries and territories considered Restricted Territory and the persons, entities or organizations on the aforementioned lists may change from time to time. You agree to stay current with and comply with this provision notwithstanding any such changes. For convenient reference only, information on the Restricted Territory countries and territories and the persons, entities or organizations on the aforementioned lists may be found at: https://www.treasury.gov/ofac/downloads/sdnlist.txt, https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx, and https://www.bis.doc.gov/complianceandenforcement/liststocheck.htm.

4. UPS Materials.

4.1. Ownership of Intellectual Property Rights. You hereby acknowledge and agree that UPS owns all right, title and interest in and to, or has the right to license to You, the UPS Materials. You acknowledge that You have not acquired any ownership interest in the UPS Materials and will not acquire any ownership interest in the UPS Materials by reason of this Agreement. You will not at any time do or knowingly permit to be done any act or thing that would in any way impair the rights of UPS or its licensors in and to the UPS Materials. UPS and its licensors reserve all rights pertaining to the UPS Materials not specifically granted herein.

4.2. Changes to UPS Materials and UPS Technology. UPS may update, alter, modify or supplement any or all of the UPS Materials and/or UPS Technology at any time.

5. Support Services.

5.1. Support and Maintenance. From time to time UPS, in its sole discretion, may, in response to Your request, choose to provide support or maintenance for the Software ("Support Services"). You hereby authorize UPS and its authorized agents (the "Support Providers"), in order to provide Support Services, to access the Software, other applications which You may be using in conjunction with the Software and Your computer systems either (1) remotely, via the Internet or other means (which may require the installation of additional software on Your computer systems by UPS or the Support Providers) ("Support Software"), or (2) through on-site visits at specific times as mutually agreed upon by the parties. Each support session using Support Software will be separately approved by You. During such sessions UPS may see the Software as operating on the Your computer system and UPS may assist You in making modifications to Your computer systems. You further grant UPS and Support Providers the right to manipulate and modify the Software and Your computer systems, applications, files and data as reasonably necessary to provide You with Support Services. However, You agree that any Support Services will be provided at UPS's discretion and nothing in the Agreement shall be interpreted to obligate UPS to provide any Support Services.

5.2. Access to Proprietary Information. You acknowledge and agree that You may disclose, or that UPS or the Support Providers may observe, Your information and data during the provision of Support Services by UPS or the Support Providers; and that such information and data shall be deemed non-confidential and thus, not covered by General Terms and Conditions Article 7, unless UPS has agreed otherwise in a signed confidentiality agreement separate from this Agreement. In addition, You acknowledge that the remote communications sessions utilized by UPS or the Support Providers may be implemented through the Internet, which is inherently insecure, and You agree that UPS or the Support Providers shall not be liable for any security breaches occurring on the Internet. You should take the foregoing into account when requesting Support Services from UPS or Support Providers.

6. Suspension; Term and Termination.

6.1. Suspension of Rights. UPS may suspend Your rights to access any part of the UPS Systems through the UPS Technology or as necessary in UPS's sole discretion including without limitation, to (1) prevent access to any part of UPS Systems or the UPS Technology that is not in compliance with the terms and conditions of this Agreement; (2) correct a material error in the UPS Systems or the UPS Technology or (3) comply with a law, regulation or rule or any ruling of a court or other body of competent jurisdiction.

6.2. Term. This Agreement shall become effective upon Your assent by clickthrough below and shall remain in full force and effect thereafter until terminated as provided herein (the "Term").

6.3. Hosted UPS Technology. Certain UPS Technology is hosted by UPS, UPS Affiliates or vendors of UPS or UPS Affiliates. Hosted UPS Technology is hosted on servers in the United States of America and is scheduled to be available twenty-four (24) hours a day, seven (7) days a week (other than when unavailable for maintenance); however, UPS does not guarantee the availability of hosted UPS Technology, or that access will be uninterrupted or error-free. UPS reserves the right to interrupt, limit, or suspend hosted UPS Technology from time to time for purposes of maintenance, upgrades and similar reasons. You agree that neither UPS nor UPS Affiliates shall be held responsible or liable for any Damages arising from any interruption, suspension or termination of hosted UPS Technology, regardless of the cause.

6.4. Termination.

a. Either party may terminate this Agreement, and UPS may terminate any or all licenses to the UPS Technology granted hereunder, for convenience at any time upon written notice to the other party.

b. Notwithstanding the foregoing, this Agreement shall terminate without any further action needing to be taken by UPS (1) upon a breach of General Terms and Conditions Article 3, 7 or 10, or General Terms and Conditions Sections 2.2 and 4.1 (third sentence); (2) in the event of Your bankruptcy, commencement of bankruptcy, corporate reorganization, civil rehabilitation, concordat, special liquidation or any other insolvency proceeding with respect to You, or if You shall have a receiver, administrator, administrative receiver or liquidator appointed or shall pass

a resolution for winding up, or a court shall make an order to that effect, (3) if You are a partner in or Customer or Service Provider is a partnership and such partnership is dissolved, or (4) upon deletion of Your UPS profile.

6.5. Effect of Termination.

a. Upon the termination of this Agreement for any reason whatsoever all licenses granted hereunder shall immediately terminate and You shall immediately cease and desist from all access to and use of the UPS Materials, and destroy all UPS Materials in Your possession or control.

b. Upon termination of any license to a UPS Technology, You shall immediately cease and desist from access to and use of such UPS Technology and associated UPS Materials and destroy all such associated UPS Materials in Your possession or control.

6.6. Survival of Terms upon Termination. General Terms and Conditions Articles 1, 7-9, and 12; and Sections 4.1, 6.5, and 6.6; the Articles and those Sections of the End User Rights identified in End User Rights Section 10.3; and the Articles and those Sections of the Information and General Use Policies identified in Article 4 of the Information and General Use Policies shall survive the termination of this Agreement for any reason.

7. Confidential Information, Trade Secrets, Information.

7.1. Disclosure. During the Term and thereafter, You shall not use (except as permitted in connection with Your performance hereunder), disclose or permit any Person access to any Trade Secrets (including, without limitation, any Trade Secrets contained in the UPS Materials). During the Term and for a period of five (5) years thereafter, except as otherwise mandated by law, You shall not use, disclose, or permit any Person access to any Confidential Information, except as permitted in connection with Your performance hereunder. You acknowledge that if You breach this General Terms and Conditions Article 7, UPS may have no adequate remedy at law available to it, may suffer irreparable harm, and will be entitled to seek equitable relief. You agree to protect such Confidential Information and Trade Secrets with no less diligence than You protect Your own confidential or proprietary information. If disclosure to Confidential Information is required under provisions of any law or court order, You will notify UPS sufficiently in advance so UPS will have a reasonable opportunity to object.

7.2. Aggregation. You shall not aggregate the Information or derive or develop information, services or products that use the Information, other than as expressly permitted under this Agreement.

7.3. Data Export. You may not export, whether by (i) data export functionality built into the Software; (ii) extraction from the Software interface (e.g. screen scraping); or (iii) otherwise, any data from the UPS Databases and use such data for comparing shipping rates or delivery times with the shipping rates or delivery times of any third party that is not a member of the UPS Parties.

8. Warranties.

8.1. By Customer. You represent and warrant that (1) neither Customer nor You is headquartered in, incorporated in, a national or resident of, or the government of the Restricted Territory; (2) neither You nor Customer is a Person on the U.S. Treasury Department's list of Specially Designated Nationals or a Person owned fifty percent or more by or under the control of any Person on the U.S. Treasury Department's list of Specially Designated Nationals (as they may be amended from time to time and which, for convenient reference only, may be found at https://www.treasury.gov/ofac/downloads/sdnlist.txt and https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx) (each being a "Sanctioned Person"); (3) neither You nor Customer will use the UPS Technology in the Restricted Territory; and (4) neither You nor Customer will use the UPS Technology in connection with any business or transaction involving the Restricted Territory or a Sanctioned Person.

8.2. Disclaimers.

a. UPS PARTIES WARRANT THAT FOR NINETY (90) DAYS FROM THE DELIVERY TO YOU OF SOFTWARE THAT SUCH SOFTWARE SHALL MATERIALLY OPERATE AS DESCRIBED IN THE

SOFTWARE'S CORRESPONDING TECHNICAL DOCUMENTATION. UPS'S SOLE LIABILITY FOR A BREACH OF THE FOREGOING WARRANTY SHALL BE TO REPLACE ANY SUCH SOFTWARE. EXCEPT AS STATED IN THE WARRANTY OF THE FOREGOING TWO SENTENCES, THE UPS MATERIALS ARE PROVIDED "AS IS WITH ALL FAULTS" AND IN THEIR PRESENT STATE AND CONDITION. NO WARRANTY, REPRESENTATION, GUARANTEE, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, ACCURACY, COMPLETENESS, PERFORMANCE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE UPS MATERIALS IS GIVEN OR ASSUMED BY UPS AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS ARE ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE. UPS DOES NOT WARRANT THAT DEFECTS IN THE UPS MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY UPS OR ANY UPS REPRESENTATIVE SHALL CREATE A WARRANTY.

b. You furthermore acknowledge and agree that access by UPS or the Support Providers to Your computer systems, files and associated data pursuant to General Terms and Conditions Article 5 hereof is merely to facilitate Support Services on Your behalf, and You remain solely responsible for backing up Your computer systems, applications, files and data. ANY SUPPORT SERVICES OR SUPPORT SOFTWARE PROVIDED BY UPS OR A SUPPORT PROVIDER PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS WITH ALL FAULTS", AND UPS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY SUCH SUPPORT SERVICES OR SUPPORT SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UPS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE, RELATED TO SUPPORT SERVICES OR SUPPORT SOFTWARE PROVIDED UNDER THE AGREEMENT AND ALL ASSOCIATED ADVICE, DIAGNOSES AND RESULTS. YOU ACKNOWLEDGE AND AGREE THAT UPS WILL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFAULT, DEFICIENCY, OR NONCONFORMITY IN THE SUPPORT SERVICES.

c. THE UPS PARTIES DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE UPS SYSTEMS AND ACCESS TO SUCH UPS SYSTEMS MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF UPS'S CONTROL. THE UPS PARTIES ARE NOT LIABLE FOR ANY DAMAGES OF ANY TYPE CAUSED BY SUCH INTERFERENCE.

d. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. THE AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

9. <u>Limitation of Liability</u>.

a. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON CERTAIN DAMAGES SUCH AS LIMITATIONS ON (I) INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) DAMAGES RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (III) DAMAGES RESULTING FROM PERSONAL INJURY OR DEATH. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU AND ARE ONLY APPLICABLE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS.

b. THE UPS PARTIES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING

SUBSTITUTE GOODS ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, USE OF THE UPS MATERIALS OR OTHERWISE, EVEN IF THE UPS PARTIES HAVE BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EXCEPT FOR THE LIMITATIONS OF LIABILITY SET FORTH IN END USER RIGHTS SECTION 1.1 AND GENERAL TERMS AND CONDITIONS SECTION 8.2, IN NO EVENT SHALL THE LIABILITY OF ALL THE UPS PARTIES FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT OR OTHERWISE OF ANY TYPE EXCEED, IN THE AGGREGATE, ONE THOUSAND UNITED STATES DOLLARS (USD $1,000), ANY CLAIM FOR DAMAGES IN EXCESS THEREOF BEING HEREBY WAIVED BY YOU.

c. FOR THE AVOIDANCE OF DOUBT AND CONSISTENT WITH THE SECOND PARAGRAPH OF THESE GENERAL TERMS AND CONDITIONS, THE PRESENTMENT OF THIS AGREEMENT (VERSION UTA 10A102026) MORE THAN ONCE TO YOU DOES NOT CHANGE THE UPS PARTIES' TOTAL AGGREGATE LIABILITY ABOVE ONE THOUSAND UNITED STATES DOLLARS (USD $1,000).

d. CLAIMS NOT MADE WITHIN SIX (6) MONTHS AFTER THE FIRST EVENT GIVING RISE TO A CLAIM SHALL BE DEEMED WAIVED.

10. **Use of Name and Publicity**. Except as expressly provided in this Agreement, You agree that You shall not, without separate prior written consent of UPS in each instance, use in advertising, publicity or otherwise the name of the UPS Parties (including without limitation United Parcel Service of America, Inc.), or any partner or employee of the UPS Parties, nor any trade name, trademark, trade dress or simulation thereof owned by the UPS Parties.

11. **Notices**. Except as specifically provided in this Agreement, all notices, demands or other communications required or permitted hereunder shall be in writing and shall be given as follows:

If by You: by personal delivery, UPS Next Day Air® delivery (notice deemed effective one business day after dispatch); by facsimile or telecopier transmission if a transmission confirmation is received by the sending party (notice deemed effective on date confirmation is received); or by certified mail, return receipt requested, postage prepaid (notice deemed effective on tenth business day following placement in mail) to UPS, 35 Glenlake Parkway, Atlanta, Georgia 30328, attention: UPS Legal Department, facsimile: (404) 828-6912; and

If by UPS: by each method available to You as well as electronic mail (notice deemed effective on date of transmission); to the address, email address or facsimile number, as applicable, (1) of Your registration information for the UPS Technology as provided to UPS, (2) of a UPS Account You use with the UPS Technology or (3) if neither (1) nor (2) above apply, then to the address, email address or facsimile number, as applicable, that You have otherwise provided to UPS.

Either party may change its address, email address or facsimile number for notice through thirty (30) days' prior written notice to the other party.

12. **Miscellaneous.**

12.1. **Independent Parties**. The parties are independent parties and nothing herein shall be construed as creating an employment or agency relationship, partnership, and/or joint venture between the parties. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind such other party in any manner.

12.2. **Waiver**. No waiver of any provision of this Agreement, or any rights or obligations of either party under this Agreement, shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

12.3. **Severability of Provisions**. By law, You may have certain rights that cannot be limited by a contract like this Agreement. This Agreement is in no way intended to restrict those rights. If any portion of this Agreement is found to be invalid or unenforceable, the remaining portion will remain in full force and effect to the fullest extent permitted by applicable law.

12.4. **Assignment**. This Agreement, including any rights, licenses or obligations under this Agreement, may not be assigned by You to any other Person or entity without the prior written consent of UPS. UPS may assign, delegate or transfer all or any part of this Agreement or any rights hereunder to any member of the UPS Parties without the need for any approval or consent from You. For these purposes, "Assignment" shall include, but is not limited to, any merger or sale of all or substantially all of the assets of the assigning party or any transfer of this Agreement, or any portion hereof, by operation of law or otherwise, or any sale or other transfer of thirty percent (30%) or more of the voting shares/interests of the assigning party or control thereof. In the event of any permitted Assignment of this Agreement, this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal successors and permitted assigns.

12.5. **Taxes**. Any fees payable under this Agreement do not include any taxes and fees (including, but not limited to, any applicable withholding taxes and VAT or any other tax or fee) levied by any duly constituted taxing authority against the fees payable to UPS hereunder. You shall be solely responsible for the calculation of and payment of any such taxes to the relevant taxing authority, and shall not reduce the amount of the fees payable for such tax payment.

12.6. **Governing Law; Jurisdiction and Language**. This Agreement and any claim, case, or controversy arising out of or relating to this Agreement (whether for breach of contract, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of New York, excluding (1) its conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; (3) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (4) the Protocol amending the 1974 Convention, done at Vienna, April 11, 1980. The parties declare that they have required that this Agreement and all documents related hereto, either present or future, be drawn up in the English language only. *Les parties déclarent qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.* Except where local law requires, consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation You have received has been provided solely for Your convenience. All correspondence and communications between You and UPS under this Agreement must be in the English language. In the event You have entered into this Agreement by means of the Internet display of a translated version of this Agreement in a language other than U.S. English, You may view the U.S. English language version of this Agreement by accessing https://www.ups.com/assets/resources/media/en_US/UTA.pdf. **THE EXCLUSIVE JURISDICTION FOR ANY CLAIM, CASE, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL BE A FEDERAL OR STATE COURT IN ATLANTA, GEORGIA, AND THE PARTIES HEREBY CONSENT TO SUCH EXCLUSIVE JURISDICTION AND IRREVOCABLY WAIVE AND SHALL NOT ASSERT ANY DEFENSES BASED ON LACK OF IN PERSONAM JURISDICTION, IMPROPER VENUE OR INCONVENIENT FORUM**. Notwithstanding the foregoing, if and to the extent subsequent separate or ancillary proceedings in another U.S. or foreign court are necessary in order to enforce a judgment of the court in Atlanta, Georgia, or otherwise as is necessary to provide complete relief and full resolution of all issues in dispute, the Parties may institute such subsequent separate or ancillary proceedings in any such U.S. or foreign court, and the Parties hereby consent to the non-exclusive jurisdiction of such court and hereby waive any defenses therein based on lack of in personam jurisdiction, improper venue or inconvenient forum. Notwithstanding anything herein to the contrary, UPS shall be entitled to interim relief or provisional remedies before any court having jurisdiction. You agree to the admissibility of computer records and electronic evidence in any dispute herein. For the avoidance of doubt, dispute resolution provisions contained in any agreement You have entered into with a member of the UPS Parties related to UPS services, including for example, the applicable UPS Terms and Conditions of Carriage/Service, shall govern whenever such provisions are applicable to any claim or controversy. SEE SECTION 12.15 AND EXHIBIT B FOR COUNTRY-SPECIFIC DEVIATIONS TO THIS AGREEMENT IF YOU ARE A RESIDENT OF OR YOUR REGISTERED OFFICE IS LOCATED IN ONE OF THE FOLLOWING COUNTRIES OR TERRITORIES: MIDDLE EASTERN COUNTRIES, BANGLADESH, INDONESIA, ISRAEL, THE UNITED STATES OF AMERICA OR PUERTO RICO.

12.7. **Force Majeure**. Neither party hereto shall be liable for the failure to perform any of its obligations under this Agreement or for any Damages if such failure is caused by any reason beyond its reasonable control including without limitation, any occurrence of any act of God, labor strike or dispute, industrial disturbance, governmental emergency order, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, without limitation, quarantine or other employee restrictions, regardless of whether such an event is officially declared to be an epidemic, pandemic, or the like by the relevant authoritative body(ies), judicial or government action, emergency regulations, sabotage, riots, vandalism, electronic failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or act of terrorism.

12.8. **Remedies.** Any remedies provided herein are non-exclusive.

12.9. **Compliance with Laws**. Each party, in connection with its performance hereunder, shall strictly comply with all applicable laws, rulings, and regulations and shall take no actions which would cause the other party to be in violation of any laws, rulings or regulations applicable to it, including, where required, You as a licensee filing this Agreement with a governmental entity. You specifically acknowledge that the UPS Materials provided hereunder may contain encryption functionality. You acknowledge and agree that by downloading, importing or using the UPS Materials in any country or territory outside the United States you, not UPS, assume full responsibility for compliance with all the laws and regulations of such country or territory, including, without limitation, all laws and regulations governing the import, use, distribution, development, or transfer of encryption software or technology and all requirements of registration or licensing related to same.

12.10. **Data Practices**. In order to perform pickup and delivery services, and in connection with Your use of the UPS Technology, the UPS package delivery company in Your jurisdiction, whose name and address may be found under "Contact UPS" on the UPS Web Site for Your jurisdiction ("UPS Delivery Co."), collects, processes and uses personal information. UPS Market Driver, Inc., 35 Glenlake Parkway, N.E., Atlanta, Georgia, USA 30328 and the other UPS Parties may receive personal information and use it as described herein.

The UPS Parties process personal information in accordance with applicable data protection laws. Without limiting UPS's ability to collect, use, process, or disclose personal information as permitted by applicable law, You agree that UPS and other UPS Parties worldwide (i) may collect, use, process, or disclose personal information provided by You for purposes (the "Purposes") that include providing UPS's services, products, and support; handling Your payments, claims, requests, and UPS Accounts; communicating with You to provide tracking updates and information on special events, surveys, contests, offers, promotions, products, and services; providing advertising that may be tailored to Your interests; operating, evaluating, protecting, and improving UPS's business; facilitating Your use of UPS blogs and social media; performing data analyses; monitoring and reporting compliance issues, including identifying and protecting against illegal or wrongful activity, claims, or other liabilities; exercising, establishing, and defending legal claims; and complying with UPS policies and legal obligations, and (ii) may transfer personal information provided by You to countries other than the country where the Shipment is tendered for service. You also agree that UPS may share personal information provided by You with third parties, including service providers, affiliates, resellers, joint marketing partners, franchisees, Your contacts upon Your request, government agencies, and other third parties such as shippers, consignees, or third-party payers and recipients (collectively, the "Recipients"). UPS may also use or disclose personal information provided by You in connection with complying with a legal obligation, cooperating voluntarily with law enforcement or other public or government authorities, to prevent harm or loss in connection with suspected or actual illegal or wrongful activity, and in the event UPS sells or transfers all or a portion of its business or assets. UPS is not responsible for the privacy practices of any non-UPS places, sites, platforms, or services.

You represent and warrant to UPS that when You or Your employees, agents or contractors ("Shipper Parties") provide UPS Delivery Co. with personal information: (1) the Shipper Parties have collected the personal information lawfully, and have the right and authority to provide the personal information to the UPS Parties for any uses permitted under these General Terms and Conditions Section 12.10; (2) You or another Shipper Party have notified each individual identified by the personal information (including all package addressees), as required by applicable law, that UPS will be processing the personal information as permitted by this Section 12.10 and for any additional purposes UPS may have adopted which are in effect at the time of shipping, that the personal information may be provided by UPS to the Recipients set forth above, and that the personal information may be transferred to countries or territories other than the country or territory in which the UPS Parties originally collected the information (which countries or territories may not have the same data protection laws as the country or territory in which You originally provided the

information); and (3) You have obtained informed and specific consent from any package addressee or recipient, as required by law, that UPS may send e-mail and other notifications related to the agreed shipment services.

You further agree to receive non-marketing telephone calls and text messages relating to the UPS pickup and delivery services (including, without limitation, collections calls and text messages) from or on behalf of UPS at any wireless telephone number assigned to Your account. You understand and agree that such calls or text messages may be prerecorded and/or delivered through the use of an automatic telephone dialing system and that Your wireless carrier's message and data rates may apply to Your receipt of such calls and text messages at a cellular telephone number. You understand and agree that any telephone number(s) that You provide to UPS will be true, accurate, current, and complete, and You will promptly update any such number as necessary to keep it true, accurate, current, and complete.

12.11. Non-Exclusivity. Nothing in this Agreement shall be construed to preclude or restrict UPS in any way from entering into similar arrangements with any other Person or from dealing or contracting directly with mutual customers of the parties.

12.12. Entire Agreement; Amendment. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all (1) prior or contemporaneous representations, understandings and agreements related thereto and (2) any prior versions of the UPS Technology Agreement between UPS and You, all of which are merged in this Agreement. Such merger will not be effective as to Software. The UPS Technology Agreement current at the time You receive a particular version of the Software will govern Your use of such Software version at all times. Any Corporate Technology Agreement between UPS and Customer, whether entered into before or after the date of this Agreement, shall supersede this Agreement. Any UPS Technology Agreement between UPS and You having a version more recent than Version UTA 10A102026 shall supersede this Agreement. The superseding of any prior agreement shall not abridge UPS's rights against You as a result of any violation or breach of such prior agreement before the date of this Agreement. This Agreement may not be modified or amended except by a writing signed by authorized representatives of the parties to this Agreement; provided, however, UPS may modify the End User Rights pursuant to End User Rights Section 10.2 and the UPS Materials and UPS Technology pursuant to these General Terms and Conditions Section 4.2. A writing with electronic signatures shall not qualify to modify or amend the Agreement.

12.13. Waiver: European Union Notices. If You are a resident of or Your registered office is located in any country within the European Union and/or the European Economic Area, including the United Kingdom regardless of whether it remains in the European Union, You waive all notices, acknowledgements and confirmations relative to contracting by electronic means which may be required under Articles 10(1), 10(2), 11(1) and 11(2) of EU Directive 2000/31/EC as implemented in Your jurisdiction (including, in the UK, which may be required by the equivalent provisions of the Electronic Commerce (EC Directive) Regulations 2002 as may be amended or replaced from time to time, following the UK's exit from the European Union) in respect of Your use of the UPS Technology. To the extent that You have a statutory right to withdraw from this Agreement in the first fourteen (14) days after Your acceptance, You hereby expressly renounce the 14-day right of withdrawal in exchange of UPS making UPS Technologies available to You immediately upon entering in this Agreement.

12.14. NOTICE: Processing of Personal Information pursuant to UPS Privacy Notice. You hereby acknowledge that personal information may be processed as set forth in General Terms and Conditions Section 12.10. You also agree that where You are the package addressee or recipient, You have received notice of the processing and use of personal information as described in General Terms and Conditions Section 12.10.

12.15. Country-Specific Terms. If You are a resident of or Your registered office is located in one of the countries or territories listed below, the terms of Exhibit B shall apply to You. In the case of conflict or ambiguity between any provision contained in the body of these General Terms and Conditions and any provision contained in Exhibit B, the provision contained in Exhibit B shall prevail if Exhibit B applies to You.

a. Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, UAE, Jordan, Tunisia, Algeria, Djibouti, Iraq, Lebanon, Libya, Morocco, and Mauritania ("Middle Eastern Countries").

b. Bangladesh, Indonesia, Israel, the United States of America and Puerto Rico.

EXHIBIT A

DEFINITIONS- GENERAL TERMS AND CONDITIONS

Affiliates means third parties that control, are controlled by, or under common control with, whether directly or indirectly, a Person. For purposes of this definition, the term "control" (including with correlative meanings, the terms "controlled by" and "under common control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise.

Agreement is defined in the second paragraph of these General Terms and Conditions.

Alternate Billed Shipment(s) means shipments tendered to the UPS Parties on Your behalf by another Person where such shipments are charged against Your UPS Account.

Assignment has the definition provided in General Terms and Conditions Section 12.4.

Billing Data Service Provider means a third party services provider (1) hired by You for providing services for You to close the Customer Billing Cycle, and (2) who has been identified to UPS by You for receipt of Billing Data from UPS to You via the UPS Systems, using the approved secure transfer method which may be modified from time to time by UPS in accordance with this Agreement.

Confidential Information means any information or material, other than Trade Secrets, that is of value to UPS and is not generally known to third parties, or that UPS obtains from any third party (including without limitation the UPS Parties) that UPS treats as proprietary whether or not owned by UPS. Confidential Information shall include Information. Confidential Information shall not include information that You can show is: (1) known by You at the time of receipt from UPS and not subject to any other nondisclosure agreement between the parties; (2) now, or which hereafter becomes, generally known to the public through no fault of You; (3) otherwise lawfully and independently developed by You without reference to Confidential Information; or (4) lawfully acquired by You from a third party without any obligation of confidentiality.

Customer is defined in the third paragraph of the General Terms and Conditions.

Damages means any claims, losses, damages, rulings, judgments and costs and expenses (including without limitation attorney's fees).

End User Rights means the document available at <https://www.ups.com/assets/resources/media/en_US/EUR.pdf>.

General Terms and Conditions means this document.

Inbound Shipments means shipments tendered to the UPS Parties for delivery to You.

Information means information provided from the UPS Systems (i) related to services provided by the UPS Parties or (ii) generated in connection with You shipping with the UPS Parties, including without limitation, Tendered Shipments.

Information and General Use Policies means the document available at <https://www.ups.com/assets/resources/media/en_US/IGUP.pdf>.

Middle Eastern Countries has the definition provided in General Terms and Conditions Section 12.15.

Outbound Shipments means a shipment tendered to the UPS Parties by You.

Permitted Territory means for any UPS Technology those countries and territories associated with such UPS Technology on End User Rights Exhibit C.

Person means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or other legal entity.

Purposes has the definition provided in General Terms and Conditions Section 12.10.

Recipients has the definition provided in General Terms and Conditions Section 12.10.

Restricted Territory means those countries or territories subject to a comprehensive economic sanctions program administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC") or to any other general prohibition on the use, exportation, or reexportation of the UPS Technology under U.S. sanctions or export control laws. Countries or territories subject to OFAC embargo or sanctions can change at any time. For Your convenient reference only, the following links provide information pertaining to such countries or territories: https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx, and https://www.bis.doc.gov/complianceandenforcement/liststocheck.htm.

Service Provider has the definition provided in the third paragraph of the General Terms and Conditions.

Service Provider Employee has the definition provided in the third paragraph of the General Terms and Conditions.

Shipper Parties has the definition provided in General Terms and Conditions Section 12.10.

Software means those items of UPS Technology that (i) are software and that are provided by UPS to You under this Agreement, (excluding sample computer software code) and any associated Technical Documentation, and (ii) any Updates thereto to the extent provided by UPS to You under this Agreement.

Support Services has the definition provided in General Terms and Conditions Section 5.1.

Support Software has the definition provided in General Terms and Conditions Section 5.1.

Support Providers has the definition provided in General Terms and Conditions Section 5.1.

Technical Documentation means collectively any and all documentation and/or sample computer software code regarding the UPS Technology or the UPS Marks provided or made available to You by UPS hereunder.

Tendered Shipment means a shipment tendered (i) by or for You to the UPS Parties for delivery or (ii) by a third party to the UPS Parties for delivery to You, which can be an Outbound Shipment, Alternate Billed Shipment or Inbound Shipment.

Term has the definition provided in General Terms and Conditions Section 6.2.

Trade Secret means any information of UPS or that UPS acquired from a third party (including without limitation the UPS Parties) which is not commonly known by or available to the public, which (1) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Update(s) shall mean maintenance, error corrections, modifications, updates, enhancements or revisions to the UPS Materials.

UPS means UPS Market Driver, Inc.

UPS Account means any shipping account assigned to You by a member of the UPS Parties, including, without limitation, those accounts assigned to users of UPS.com shipping known as "temporary accounts" and UPS Freight shipping accounts.

UPS Databases means databases of proprietary information related to the shipping services of the UPS Parties and distributed with or for use with Software.

UPS Delivery Co. has the definition provided in General Terms and Conditions Section 12.10.

UPS Marks means the word mark "UPS" as shown in various trademark registrations including but not limited to U.S. Trademark Registration No. 966,724, and the mark "UPS & Stylized Shield Device" as shown below and as shown in various trademark registrations, including but not limited to U.S. Trademark Registration Nos.: 2,867,999, 2,965,392, 2,973,108, 2,978,624, 3,160,056 and European Community Trademark Registration Nos.: 3,107,026, 3,107,281, and 3,106,978.





UPS Materials means collectively the UPS Technology, the UPS Databases, the Technical Documentation, the Information, the Software, the UPS Marks, and the UPS Systems.

UPS Parties means UPS and existing Affiliates, and their respective shareholders, officers, directors, employees, agents, partners, third party suppliers and third party licensors.

UPS Systems means the UPS computer and network systems accessed by the UPS Technology.

UPS Technology means those products identified on End User Rights Exhibit B**.**

You is defined in the third paragraph of this Agreement.

EXHIBIT B

COUNTRY SPECIFIC AMENDMENT TO THE GENERAL TERMS AND CONDITIONS

If You are a resident of or Your registered office is located in any country or territory identified in Section 12.15 of the General Terms and Conditions, the following terms replace or modify the referenced terms of the General Terms and Conditions. All terms of the General Terms and Conditions that are not changed by these amendments remain unchanged and in effect.

1. Middle Eastern Countries, Bangladesh, Indonesia, Israel, the U.S. and Puerto Rico.

1.1 Geographic Scope and Applicability.

a. You warrant and represent that You are a resident of or Your registered office is located in one of the following countries: Middle Eastern Countries, Bangladesh, Indonesia, Israel, the United States of America or Puerto Rico.

b. Subject to Section 1.1(a) of this Exhibit B above, You and UPS agree to modify the General Terms and Conditions as set forth in Section 1.2 of this Exhibit B below.

c. Except as amended as set forth herein, the General Terms and Conditions (including the Exhibits thereto) shall continue in full force and effect until expired or terminated and reflect the entire agreement between You and UPS regarding the subject matter hereof. To the extent that any provisions of this Exhibit B are inconsistent with the General Terms and Conditions, the terms of this Exhibit B shall govern solely with regard to the subject of the inconsistency.

d. In consideration of the promises and mutual covenants of the parties, You and UPS agree that the General Terms and Conditions shall be modified as set forth in Section 1.2 of this Exhibit B below.

1.2 Amendments.

a. If You are a resident of or Your registered office is located in the United Arab Emirates (UAE), Section 4 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

> "4. **Termination**.
>
> a. Either party may terminate this Agreement (without a court order), and UPS may terminate any or all licenses to the UPS Technology granted hereunder (without a court order), for convenience at any time upon written notice to the other party.
>
> b. Notwithstanding the foregoing, this Agreement shall terminate without a court order and immediately upon written notice to You, (1) upon a breach of General Terms and Conditions Article 3, 7 or 10, or General Terms and Conditions Sections 2.2 and 4.1 (third sentence); (2) in the event of Your bankruptcy, commencement of bankruptcy, corporate reorganization, civil rehabilitation, concordat, special liquidation or any other insolvency proceeding with respect to You, or if You shall have a receiver, administrator, administrative receiver or liquidator appointed or shall pass a resolution for winding up, or a court shall make an order to that effect, (3) if You are a partner in or Customer or Service Provider is a partnership and such partnership is dissolved, or (4) upon deletion of Your UPS profile."

b. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, Bangladesh, Indonesia or Israel, Section 9 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

> "**9. Limitation of Liability.**

9.1 Except as expressly stated in Section 9.2:

a. UPS Parties shall not in any circumstances have any liability for any Damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

i. special damage even if UPS Parties was aware of the circumstances in which such special damage could arise;

ii. loss of profits;

iii. loss of anticipated savings;

iv. loss of business opportunity;

v. loss of goodwill;

vi. costs of procuring substitute goods arising out of this Agreement;

vii. loss or corruption of data or data use.

c. The total liability of UPS Parties, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed, in the aggregate, a sum equal to one thousand United States dollars (USD $1,000); and

d. You agree that, in entering into this Agreement, either it did not rely on any representations, whether written or oral, of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and, in either case, UPS Parties shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

9.2 The exclusions in Section 9.1 shall apply to the fullest extent permitted by applicable law, but UPS Parties do not exclude liability for:

a. death or personal injury caused by the negligence of UPS Parties, their officers, employees, contractors or agents;

b. fraud or fraudulent misrepresentation; or

c. any other liability which may not be excluded by law.

9.3 For the avoidance of doubt, the presentment of this Agreement (Version UTA10A102026) more than once to you does not change the UPS Parties' total aggregate liability above one thousand united states dollars (USD $1,000).

9.4 Claims not made within six (6) months after the first event giving rise to a claim shall be deemed waived."

b. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, Bangladesh, Indonesia, Israel, the United States of America or Puerto Rico, Section 12.6 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

"**12.6 Governing Law and Arbitration.**

a. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which the Arbitration Rules of the DIFC-LCIA Arbitration Centre are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be the Dubai International Financial Centre. The language to be used in the arbitration shall be English. The governing law of the Agreement shall be the substantive laws of England and Wales. You hereby represent and warrant that You have the authority to enter into an agreement to arbitrate in accordance with this clause and any applicable law.

b. If You are a resident of or Your registered office is located in Bangladesh or Indonesia, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Singapore International Arbitration Centre, which the Arbitration Rules of the Singapore International Arbitration Centre are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be the Singapore International Arbitration Centre. The language to be used in the arbitration shall be English. The governing law of the Agreement shall be the substantive laws of England and Wales. You hereby represent and warrant that You have the authority to enter into an agreement to arbitrate in accordance with this clause and any applicable law.

c. If You are a resident of or Your registered office is located in Israel, any dispute arising out of this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the International Arbitration Rules of the Israeli Institute of Commercial Arbitration, which the International Arbitration Rules of the Israeli Institute of Commercial Arbitration are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The parties also agree to abide by and to perform the award or judgment of the arbitrator as the final decision respecting such dispute. The language to be used in the arbitration shall be English. The governing law of the Agreement shall be the substantive laws of England and Wales. You hereby represent and warrant that You have the authority to enter into an agreement to arbitrate in accordance with this clause and any applicable law.

d. If You are a resident of or Your registered office is located in the United States of America or Puerto Rico, any dispute arising out of this Agreement, or the breach thereof, shall be governed as set forth in Attachment 1 (Dispute Resolution in the U.S. and Puerto Rico) attached hereto.

e. Except where local law requires, consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation You have received has been provided solely for Your convenience. All correspondence and communications between You and UPS under this Agreement must be in the English language. In the event You have entered into this Agreement by means of the Internet display of a translated version of this Agreement in a language other than U.S. English, You may view the U.S. English language version of this Agreement by accessing https://www.ups.com/assets/resources/media/en_US/UTA.pdf.

f. Notwithstanding any other term of this Agreement, dispute resolution provisions contained in any agreement You have entered into with a member of the UPS Parties related to UPS Services, including for example, the applicable UPS Terms and Conditions of Carriage/Service, shall govern whenever such provisions are applicable to any claim or controversy.

c. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, Bangladesh, Indonesia or Israel, Section 12.16 shall be appended to the General Terms and Conditions as follows:

"**12.16 Interpretation**. The following rules of interpretation shall apply to this Agreement:

a. Section and Exhibit headings shall not affect the interpretation of this Agreement.

b. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

c. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

d. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

e. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates to the English legal term in that jurisdiction.

f. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, whether before or after the date of this Agreement, and in the case of a reference to a statute is also to all subordinate legislation made under that statute whether before or after the date of this Agreement.

g. Any words following the terms "including," "include," "in particular" or "for example" or any similar phrase shall not limit the generality of the related general words.

h. Any reference to the word "merchantability" shall also be construed as meaning "satisfactory quality.""

d. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, Bangladesh, Indonesia or Israel, Section 12.17 shall be appended to the General Terms and Conditions as follows:

"**12.17 Third Party Rights**. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act."

e. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, Bangladesh, Indonesia or Israel, Section 12.18 shall be appended to the General Terms and Conditions as follows:

"**12.18 Anti-Bribery and Anti-Corruption**. You shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 in connection with this Agreement and promptly report to UPS any request or demand for any undue financial or other advantage of any kind received by such party in connection with the performance of this Agreement."

f. If You are a resident of or Your registered office is located in Indonesia, Section 12.13 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

"12.13 Entire Agreement; Amendment. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all (1) prior or contemporaneous representations, understandings and agreements related thereto and (2) any prior versions of the UPS Technology Agreement between UPS and You, all of which are merged in this Agreement. Such merger will not be effective as to Software. The UPS Technology Agreement current at the time You receive a particular version of the Software will

govern Your use of such Software version at all times. Any Corporate Technology Agreement between UPS and Customer, whether entered into before or after the date of this Agreement, shall supersede this Agreement. Any UPS Technology Agreement between UPS and You having a version more recent than Version UTA 10A102026 shall supersede this Agreement. The superseding of any prior agreement shall not abridge UPS's rights against You as a result of any violation or breach of such prior agreement before the date of this Agreement. A writing with electronic signatures shall not qualify to modify or amend the Agreement.

Attachment 1

Dispute Resolution in the U.S. and Puerto Rico

Binding Arbitration of Disputes
Except as to disputes that qualify for state courts of limited jurisdiction (such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits of less than $30,000 on their jurisdictions over civil disputes), You and UPS agree that any controversy or claim, whether at law or equity, arising out of or related to this Agreement that arises in whole or in part in the United States or Puerto Rico, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration. You and UPS expressly agree that the foregoing obligation to arbitrate disputes regardless of the date of accrual of such disputes includes, but is not limited to, preexisting disputes and disputes that arise from or relate to services provided at the time of a previous version of this Agreement.

Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an "award." Arbitration provides for more limited discovery than in court, and is subject to limited review by courts. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under the law and must honor the terms and conditions in this Agreement. You and UPS agree that their sole relationship is a contractual one governed by this Agreement.

Institutional Arbitration
The arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules or, provided that you are an individual consumer and are using UPS's services for personal (not business) use, the Consumer Arbitration Rules (the "AAA Rules"), and judgment on the award may be entered in any court of competent jurisdiction. The AAA Rules, including instructions for how to initiate arbitration, are available at https://www.adr.org. The arbitrator shall decide all issues of the case on the basis of the applicable law, not equity. If You initiate arbitration, You must serve UPS's registered agent for service of process, Corporation Service Company, which has locations in every state. Information also can be found on the website of your local Secretary of State.

Any arbitration under this Agreement will take place on an individual basis; class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted. You and UPS each waives the right to trial by jury. You and UPS further waive the ability to participate in a class, mass, consolidated or combined action or arbitration.

Place of Arbitration/Number of Arbitrators/Costs of Arbitration
Any arbitration will take place in the county where You reside and will be determined by a single arbitrator. Any filing fee or administrative fee required of You by the AAA Rules shall be paid by You to the extent such fee does not exceed the amount of the fee required to commence a similar action in a court that otherwise would have jurisdiction. For all non frivolous complaints, UPS will pay the amount of such fee in excess of that amount. The arbitrator will allocate the administrative costs and arbitral fees consistent with the applicable rules of the AAA. Reasonable attorney's fees and expenses will be allocated or awarded only to the extent such allocation or award is available under applicable law.

All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for a court to decide. The Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate shall survive termination of this Agreement.

Severability
Notwithstanding anything to the contrary in the AAA Rules, if any part of this arbitration provision is deemed invalid or ineffective for any reason, this shall not affect the validity or enforceability of the remainder of this arbitration provision, and the arbitrator shall have the authority to amend any provisions deemed invalid or ineffective to make the same valid and enforceable.

Desk Arbitration
For all disputes concerning an amount less than fifteen thousand dollars ($15,000.00), the parties shall submit their arguments and evidence to the arbitrator in writing and the arbitrator shall make an award based only on the documents; no hearing will be held unless the arbitrator in his or her discretion, and upon request of a party, decides it is a necessity to require an in-person hearing. For a dispute governed by the AAA Consumer Arbitration Rules, and concerning an award between fifteen thousand dollars ($15,000.00) and fifty thousand dollars ($50,000.00), inclusive, UPS shall pay Your filing fee under the AAA Rules, provided that You agree that each party shall submit their arguments and evidence to the arbitrator in writing and that the arbitrator shall make an award based only on the documents, without a hearing being held. Notwithstanding this provision, the parties may agree to proceed with desk arbitration at any time.

Access to Small Claims Courts
All parties shall retain the right to seek adjudication in a state court of limited jurisdiction, such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits of less than $30,000 on their jurisdiction over civil disputes, for individual disputes within the scope of such court's jurisdiction.

Acknowledgements
YOU AND UPS ACKNOWLEDGE AND AGREE THAT EACH PARTY WAIVES THE RIGHT TO:

(a) HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST YOU, UPS OR RELATED THIRD PARTIES;

(b) HAVE A COURT, OTHER THAN A STATE COURT OF LIMITED JURISDICTION AS DEFINED ABOVE, RESOLVE ANY DISPUTE ALLEGED AGAINST YOU, UPS OR RELATED THIRD PARTIES;

(c) HAVE A COURT REVIEW ANY DECISION OR AWARD OF AN ARBITRATOR, WHETHER INTERIM OR FINAL, EXCEPT FOR APPEALS BASED ON THOSE GROUNDS FOR VACATUR EXPRESSLY SET FORTH IN SECTION 10 OF THE FEDERAL ARBITRATION ACT; AND

(d) SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, JOIN AS A CLASS MEMBER, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS IN ANY CLASS, MASS, CONSOLIDATED OR COMBINED ACTION OR ARBITRATION FILED AGAINST YOU, UPS AND/ OR RELATED THIRD PARTIES.

Award
The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless a brief explanation of the reasons is requested by one of the parties. Unless both You and UPS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

Confidentiality of Arbitration
Notwithstanding anything to the contrary in the AAA Rules, UPS and You agree that the filing of arbitration, the arbitration proceeding, any documents exchanged or produced during the arbitration proceeding, any briefs or other documents prepared for the arbitration, and the arbitral award shall all be kept fully confidential and shall not be disclosed to any other party, except to the extent necessary to enforce this arbitration provision, arbitral award or other rights of the parties, or as required by law or court order. This confidentiality provision does not foreclose the AAA from reporting certain consumer arbitration case information as required by state law.

END USER RIGHTS
(EUR Version: 39102026)

These End User Rights are part of and incorporated by reference into the UPS Technology Agreement, which is available at <https://www.ups.com/assets/resources/media/en_US/UTA.pdf>. The rights and restrictions provided under these End User Rights apply to the identified UPS Technology. Accordingly, the rights and restrictions are applicable to You only if You use or access the UPS Technology to which those rights and restrictions apply. Prior to any use of or access to UPS Technologies identified in these End User Rights, please review the rights and restrictions applicable for use of and access to that UPS Technology. In addition, the Information and General Use Policies <https://www.ups.com/assets/resources/media/en_US/IGUP.pdf> may apply to use of or access to any UPS Technology and are incorporated into these End User Rights. Capitalized terms used but not defined in these End User Rights have the meanings defined in the General Terms and Conditions section of this Agreement.

Except as set forth in these End User Rights, Your access to and use of the UPS Technology is free of charge. UPS Technology may provide access to fee-based UPS services (e.g., shipping services accessed through any UPS Technology) governed by other agreements with UPSI. You agree that Your use of UPS services accessed through the UPS Technology, whether fee or non-fee based, is pursuant to those agreements You have entered into with UPSI related to such UPS services, including for example, the applicable UPS Terms and Conditions of Carriage/Service.

1 All UPS Technologies. The following apply to all UPS Technologies.

1.1 *Beta Technology.*

(a) *Availability*. In some instances, UPS may make available to You, during a test period, enhancements to the UPS Technology or additional new technology that are not generally available (collectively, "Beta Technology"). If the Beta Technology is an enhancement to existing UPS Technology, it shall be considered part of its corresponding base UPS Technology and the terms of this Agreement that apply to such UPS Technology shall apply to the Beta Technology. If the Beta Technology is for an additional new technology, UPS will provide notice of the terms that apply to Your use of the Beta Technology. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GENERAL TERMS AND CONDITIONS, UPS SHALL HAVE NO LIABILITY TO YOU RELATED TO YOUR USE OF BETA TECHNOLOGY. In the case of any conflict between the other terms of this Agreement and this End User Rights Section 1.1, this End User Rights Section 1.1 shall control to the extent necessary to resolve such conflict as to the Beta Technology.

(b) *Confidentiality*. The existence, features, operation, security, performance, assessment, evaluation, capabilities and content of the Beta Technology; Your comments, questions and suggestions related to the Beta Technology; and all other information and data related to or embodied in the Beta Technology are Confidential Information or Trade Secrets of UPS.

(c) *Use of Your Information*. The Beta Technology may include functionality that permits UPS to measure Your usage of its features and informs UPS of this usage electronically. UPS has the right to collect from Your computer, Your system configuration data and a log of Your activities while using the Beta Technology (the "Beta Technology Report"). UPS may use the Beta Technology Report to help conduct trouble-shooting analysis and improve the functionality of the Beta Technology. You consent and agree that UPS shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works from, and distribute to others without limitation or obligation of any type to You all comments, information, data, and suggestions, including the Beta Technology Report and feedback data (but not including financial data, financial plans or product plans not commonly known or publicly available), that You provide to UPS related to the Beta Technology. Further, UPS shall be free to use any ideas, concepts, know-how, or techniques contained in such information without limitation or obligation of any type to You.

(d) *Defects and Errors*. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GENERAL TERMS AND CONDITIONS SECTION 8.2, YOU ACKNOWLEDGE AND AGREE THAT (A) BETA TECHNOLOGY MAY *CONTAIN* DEFECTS AND ERRORS AND UPS MAKES NO REPRESENTATION OR

WARRANTY (BY STATUTE, COMMON LAW OR OTHERWISE) THAT THE BETA TECHNOLOGY WILL MEET YOUR REQUIREMENTS, OR THAT ITS USE OR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE; (B) THE BETA TECHNOLOGY IS NOT COMMERCIALLY RELEASED AND UPS IS UNDER NO OBLIGATION TO MAKE THE BETA TECHNOLOGY AVAILABLE FOR SALE OR LICENSING AT ANY TIME IN THE FUTURE; AND (C) UPS SHALL NOT BE REQUIRED TO PROVIDE ANY MAINTENANCE, SUPPORT, OR OTHER SERVICES RELATED TO THE BETA TECHNOLOGY.

(e) *Test Period*. The test period for Beta Technology will run from the date You receive the Beta Technology until a date specified by UPS in its sole discretion. UPS may terminate the test period and all rights granted in the Beta Technology at any time for convenience upon notice to You. You agree to discontinue use of the Beta Technology at the earlier of the end of the test period or termination of the test period by UPS. The Beta Technology may only be used in connection with Tendered Shipments.

1.2 *U.S. Government End Users.* The UPS Technology qualifies as "commercial items," as that term is defined at Federal Acquisition Regulation 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" (including any accompanying technical data) as such terms are used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-3, regardless of whether the UPS Technology is delivered as a product or accessed by the U.S. Government end user in conjunction with a service. The use, duplication, reproduction, release, modification, disclosure or transfer of the UPS Technology and any data relating thereto or derived therefrom, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable. This is in lieu of, and supersedes, any Federal Acquisition Regulations ("FAR"), the Defense FAR Supplement ("DFARS"), or other agency supplemental clause or provision that addresses government rights in computer software or technical data. U.S. Government end users will acquire the UPS Technology with only those rights set forth in this Agreement. If the U.S Government end user has a need for rights not conveyed under the terms described in this Section, it must negotiate with UPS to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable agreement to be effective. If this Agreement fails to meet the U.S Government end user's needs, and the parties cannot reach a mutual agreement on terms for this Agreement, the U.S Government end user agrees to terminate its use of the UPS Technology and return any software or technical data delivered as part of the UPS Technology, unused, to UPS.

1.3 *UPS AI Tools; Disclaimer of Warranties.* Some UPS Technology may utilize artificial intelligence (including without limitation, generative artificial intelligence), machine learning, or other automated technologies ("**UPS AI Tools**") to process information submitted, directly or indirectly, to such UPS AI Tools ("**Input**") to generate information, classifications, assessments, prompts, questions, explanations, or other output ("**Output**") in response to Input. You are responsible for all Input and represent and warrant that You possesses all necessary rights to (i) provide all Input to the UPS AI Tools to generate the Output and for UPS to use the Input to improve its products and services, which activities You hereby authorize and (ii) in the case of any Personal Information included in the Input, provide such Personal Information to UPS for use consistent with the UPS Privacy Notice or as otherwise described in this Agreement. THE UPS AI TOOLS AND THE OUTPUT THEY GENERATE ARE PROVIDED "AS-IS", AND UPS PROVIDES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE OUTPUT, INCLUDING WITHOUT LIMITATION THAT THE OUTPUT WILL MEET YOUR OR ANY OTHER THIRD PARTY'S REQUIREMENTS, BE ACCURATE, COMPLETE, NON-INFRINGING, OR ORIGINAL. You acknowledge, and shall notify all Persons receiving Output, that (x) all Output is intended only to assist Your independent review of matters relating to it and the relevant Input; (y) Output must be reviewed and verified by a qualified human professional to ensure their correctness, completeness, and appropriateness for the intended purpose; and (z) reliance solely on Output without human review is not advisable and may result in errors or omissions for which You are solely responsible, including, without limitation as a result of your inability to access or retrieve any Output. Therefore, You assume full responsibility for Your and your authorized recipients (including any Service Provider's) use of all Output, including any consequences arising from, or losses incurred by the UPS Parties due to, the failure to conduct such a review of, or other reliance on, any Output.

1.4 *Feedback.* If Customer or its Affiliates, including all Administrators and authorized users, send or transmit any communications or materials to UPS, by mail, email, telephone, or otherwise, suggesting or recommending changes to any UPS Technology, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), UPS is free to use such Feedback

irrespective of any other obligation or limitation between Customer and UPS governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assigns to UPS all right, title, and interest in, and UPS is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although UPS is not required to use any Feedback.

2 All UPS Developer Kit APIs. The following apply to all UPS Developer Kit APIs.

2.1 *Rights.* If You receive API Technical Documentation for a UPS Developer Kit API and the required Security Elements, You are licensed to: (1) develop an Interface to such UPS Developer Kit API, (2) integrate the Interface into an Application, and (3) use, from other than the Restricted Territory, the Interface as integrated with the Application to access the UPS Developer Kit API to request and receive Information. For clarity, the license of this paragraph does not provide for the right to authorize or allow (a) third parties to use the Application(s) or for Your use of the Application(s) for the benefit of a third party or (b) You to distribute the Application(s) to a third party. To obtain rights to distribute an Application to (including hosting for access by) third parties, please contact UPS as described in the applicable API Technical Documentation. If You receive access to the **UPS Developer Kit API** as part of a Third Party Solution, You will not receive API Technical Documentation and have no right to develop or distribute an Application, and the remainder of this End User Rights Article 2 does not apply to Your use of any UPS Developer Kit API through such Third Party Solution. You may access any **UPS Developer Kit API** from a country or territory that is not in the Restricted Territory. However, You acknowledge and agree that **UPS Developer Kit APIs** will not return an intended result for every country or territory of the Permitted Territory. You may refer to the applicable API Technical Documentation to determine for which country or territory each **UPS Developer Toolkit API** will return an intended result.

2.2 *Ownership.* You shall own all right, title and interest in and to the Application(s) other than to the extent incorporating UPS Materials or derivative works or modifications thereof.

2.3 *Access to Applications.* Upon written request, You shall provide to UPS, at the election of UPS, access to or a copy of the Application (and/or any Update thereto) and the URL for each location of the Application on the Internet (if the Application is used or made available through the Internet) for the purpose of determining the Application's compliance with the terms of this Agreement, including without limitation, API Technical Documentation. UPS may suspend access to the UPS Developer Kit API(s) without notice if it reasonably believes an Application is in violation of this Agreement.

2.4 *Support.* Except for issues related to the provision of products and services by UPS (e.g., registration for UPS.com or UPS My Choice®), You shall provide all maintenance and support for Your Application.

2.5 *Display of Information.* The Application must not display information concerning any other provider of shipping services or such other shipping services on any page whether comprising one or more frames displaying Information. This requirement does not prevent the Application from displaying a menu of shipping service providers, provided such menu or page does not include any other information, including without limitation, identifying or concerning particular service levels of such shipping service providers. Within the Application, You must present all data within each data field without amendment, deletion or modification of any type.

2.6 *Prohibitions.* When using the UPS Developer Kit APIs, You will not sublicense access to a UPS Developer Kit API for use by a third party. Consequently, You will not create an Application that functions substantially the same as the UPS Developer Kit API and offer it for use by third parties or use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.

2.7 *Rate Information.* If You display or advertise rates which are different from the UPS rates returned by the UPS Developer Kit, then the following language, or other such language provided by UPS from time to time, must be conspicuously displayed in reasonable proximity to such rates: "These fees do not necessarily solely represent UPS rates and may include handling charges levied by [You]."

2.8 *Restrictions on Hosting.* You may (1) host an Application at Your facilities in any country or territory that is not in the Restricted Territory or (2) contract with a Service Provider that is not a UPS Competitor ("Hosting Provider"), unless such UPS Competitor is approved in writing by UPS, to host the Application at a facility of the Hosting Provider in any country or territory that is not in the Restricted Territory solely for Your benefit.

2.9 *Limitations.* UPS sets and enforces limits on Your use of the UPS Developer Kit APIs (e.g., limiting the number of requests that You may make), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each UPS Developer Kit API. If You would like to use any UPS Developer Kit APIs beyond these limits, You must obtain UPS's express consent (and UPS may decline such request or condition acceptance on Your agreement to additional terms and/or charges for that use).

3 Terms for Individual UPS Developer Kit APIs. In addition to the terms of Article 1 above, the following terms apply to the specific UPS Developer Kit API.

3.1 *UPS® Address Validation API and UPS Street Level Address Validation API.* Any request to the **UPS Address Validation API** or **UPS Street Level Address Validation API** shall be solely for the purpose of validating an address in connection with tendering a package intended for delivery via services offered by UPSI. You shall design the Application(s) such that the following language, or such other language provided by UPS from time to time, is conspicuously displayed on the same visible screen as, and in reasonable proximity to, the Information informing the user of an invalid address: "NOTICE: UPS assumes no liability for the information provided by the address validation functionality. The address validation functionality does not support the identification or verification of occupants at an address." Further, You shall design the Application(s) such that the following language, or such other language provided by UPS from time to time, is conspicuously displayed on the same visible screen as, and in reasonable proximity to, Information returned from the **UPS Address Validation API** or **Street Level Address Validation API** informing the user either (at Your option): (a) with respect to a P.O. Box address or (b) with respect to any address: "NOTICE: The address validation functionality will validate P.O. Box addresses. However, UPS does not deliver to P.O. Boxes. Attempts by customer to ship to a P.O. Box via UPS may result in additional charges."

3.2 *UPS® Shipping API.* The **UPS Shipping API** provides access to (1) the **UPS Hazardous Materials Functionality** which facilitates the shipment of certain dangerous goods and hazardous materials; and (2) the **International Knowledge Base Capabilities**, which provides access to information that can be used to facilitate cross-border shipping. Your use of the **UPS Hazardous Materials Functionality** is governed by End User Rights Section 10.1, and Your use of the **International Knowledge Base Capabilities** through the **UPS Shipping API** is governed by Section 3.6 of the Information and General Use Policies.

3.3 *UPS Delivery Intercept™ API.*

(a) *Authorized Employees*. You shall ensure any Application that includes an Interface to the **UPS Delivery Intercept API** ("DI Application") is only accessed by Your employees who have a need to access such DI Application, in the course of performance of their ordinary duties, to request delivery intercept services for Your Tendered Shipments under Your authorization ("DI Authorized Employees"). You shall maintain a list of DI Authorized Employees which You shall provide to UPS within ten business days of such request for inspection.

(b) *Access and Use*. Access to and use of the DI Application, including without limitation through Your network resources, platforms, devices, servers, workstations and applications set up on Your network, shall require a user ID and password for each DI Authorized Employee. You must ensure that user IDs and passwords for the DI Application are controlled as follows: (1) each DI Authorized Employee will maintain unique ownership of a single user ID and password; (2) no user ID will be shared as a generic or group user ID; (3) all access rights will be immediately revoked or deleted for any terminated, on leave of absence, or transferred DI Authorized Employees; (4) access rights to the DI Application will be granted to DI Authorized Employees by You on a job role basis with the least privileges necessary for such job role; (5) if a user ID is revoked, re-authentication and positive identification of the DI Authorized Employee must occur before the user ID can be reactivated; and (6) user IDs must be deactivated

after no more than five failed log-in attempts. You will review authorizations to access the DI Application no less frequent than on a monthly basis to ensure all such authorizations remain appropriate.

(c) *Security*. You will at all times during the Term of this Agreement, maintain physical security measures for physical access to workstations used to access the DI Application, at least as protective as those measures You then maintain for Your own trade secrets.

(d) *Record of Usage*. You shall log all activities in regards to accessing the DI Application. This audit data must be retained during the Term of the Agreement and for 24 months thereafter. Logging must at a minimum include the following: (1) date and time of each logged event; (2) when session ends; (3) source and destination IP address; (4) user ID; (5) details of attempted, successful and rejected access attempts; and (6) type of activity performed.

(e) *Audit.* You shall provide to UPS and its auditors (including internal audit staff and external auditors) the right to audit Your compliance with the security and data handling requirements of this Section 3.3(e) in the following circumstances: (1) following UPS's reasonable, good faith belief of misuse of the DI Application or its Interface(s), fraud through the DI Application or its Interface(s), or Your non-compliance with the security obligations of this Section 3.3, or (2) following a breach of any restriction on the disclosure of Information in the Information and General Use Policies Article 1 as regards Information received by You through the DI Application. Such audit right shall include access to (X) Your facilities where the DI Application is accessed, (Y) Authorized Employees, and (Z) data and records relating to access and use of the DI Application.

(f) *Indemnity.* You will, at Your sole cost and expense, indemnify and hold the UPS Indemnitees harmless from and against any and all damages arising out of or related to (1) use or misuse by You and Your employees, agents, or contractors of the UPS Delivery Intercept API and UPS Systems and (2) any use of or access to UPS Delivery Intercept API and UPS Systems by any Person that gains access through use of the Interfaces, Application or Security Elements, including, without limitation, any direct or indirect use or access, whether or not authorized by You.

3.4 *UPS® Locator API for UPS Access Point Locations.*

(a) *Additional Restrictions on Use*. You agree that You may utilize **UPS Locator API for UPS Access Point Locations** only in support of or in response to a customer-generated request for manifest information for Tendered Shipments. You may not use the location information returned by **UPS Locator API for UPS Access Point Locations** for purposes other than fulfilling such customer-generated request. You must discard any location information returned by **UPS Locator API for UPS Access Point Locations** upon completion of each remote communication session with Your customer. You agree not to otherwise use the location information returned by **UPS Locator API for UPS Access Point Locations**, in whole or in part, other than as expressly set forth in this Section 3.4(a) without the express written consent of UPS.

(b) *No Trademark Rights.* Notwithstanding anything to the contrary herein, this Agreement does not authorize You to use any trademark, word, name, symbol, or device, or any combination thereof owned or licensed by UPS in any Application including an Interface to the UPS Access Point functionality of the UPS Locator API or that incorporates the UPS Locator Plug-in or a portion of the APList file (each a "**UPS Access Point Application**"). To the extent You seek to use UPS Access Point trademarks in connection with such UPS Access Point Application, You must complete the UPS Access Point brand request form on UPS Brand Central at <https://brand.ups.com> and obtain a trademark license from UPS, granted in UPS's sole discretion.

3.5 *UPS® Electronic Manifest Service and UPS Host Manifest Service.*

(a) *Upload Requirements*. You agree that You may only upload PLD to **UPS Electronic Manifest Service** or **UPS Host Manifest Service** if You (1) first validate all PLD with the **UPS Rating API** and an address validation function that validates the accuracy of city, state and postal code (if applicable), (2) have received a written certification from UPS indicating that the Application and any Interfaces used in connection with the Application have been reviewed and approved by UPS, or (3) You have obtained access to **UPS Electronic Manifest**

Service or **UPS Host Manifest Service** via a Third Party Solution. Such certification is void if the Application or Interfaces are in any way modified or altered or used in connection with any software which affects the performance of the Application or Interfaces.

(b) *Information Exchange*. You acknowledge that the Application or Third Party Solution may be remotely accessed for a limited period of time by UPS solely to provide updates and changes relating to the UPS services, UPS rates, UPS routing codes and/or the UPS Materials contained in the Application or Third Party Solution.

(c) *PLD Upload*. You must transmit to UPS the PLD for any Outbound Shipment manifested through **UPS Electronic Manifest Service** and **UPS Host Manifest Service** before pickup of those packages by a UPS driver.

3.6 *UPS® Account Validation API.* You represent and warrant that You will attempt to validate UPS Account numbers using the **UPS Account Validation API** only in instances where You have received permission to validate a UPS Account from the Person UPS has assigned such UPS Account. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising from or in connection with a breach of this Section 3.6 by You.

3.7 *UPS My Choice® Enrollment API and UPS My Choice® Eligibility API.*

(a) *Restrictions.* You will only forward to UPS information for the UPS My Choice® service pre-enrollment using the **UPS My Choice® Enrollment API** and the **UPS My Choice® Eligibility API** where the information was input directly by the Person to be pre-enrolled ("My Choice Enrollee"), or pre-populated by the Application and, in each case, confirmed by the My Choice Enrollee. For the avoidance of doubt, You are not allowed to forward to UPS information for the UPS My Choice® service pre-enrollment when the information was collected through a call center. You may only use Information provided by UPS through the **UPS My Choice® Enrollment API** and the **UPS My Choice® Eligibility API** ("My Choice Enrollment Information") in connection with the enrollment of the My Choice Enrollee in the UPS My Choice® service associated with such My Choice Enrollee as explicitly permitted herein.

(b) *Storage of Returned Information*. Except for the limited purpose of compliance with the temporary retention and submission procedures described below, You are prohibited from storing any My Choice Enrollment Information other than ephemeral copies as necessary to exchange Information with the UPS Systems and My Choice Enrollees through the Application related to a specific request for interaction by a My Choice Enrollee with the Application. All ephemeral copies must be irrevocably destroyed upon the completion of the information exchange requested by a My Choice Enrollee for whom the copy was created.

(c) *My Choice Enrollee Consent and Development Guidelines*.

(i) Presentation. You shall present to My Choice Enrollees a means by which My Choice Enrollees can expressly request enrollment in the UPS My Choice® service through the Application (a "My Choice Enrollment Consent Notice"). The Interface to the Application must include a checkbox as part of the My Choice Enrollment Consent Notice. The My Choice Enrollment Consent Notice may be accompanied by a My Choice Enrollment Licensed Marks, provided that such My Choice Enrollment Licensed Marks are displayed in accordance with the terms of this Agreement. A My Choice Enrollment Consent Notice shall be in a form substantially similar to the following: "Yes! Pre-enroll me in the UPS My Choice® service so I can receive package delivery notifications by email. I understand UPS will use data collected by [You] to pre-enroll me in the UPS My Choice® service and send an email to the address I provided with more information, including how I can fully enroll to receive additional features. For questions, please refer to the UPS Privacy Notice at www.ups.com." The My Choice Enrollment Consent Notice shall be prefaced by a checkbox that is not pre-selected.

(ii) Review. Prior to commercial use of the Application, You shall provide to UPS a link to a development and testing site where UPS may review Your proposed My Choice Enrollment Consent Notice in the Application for review and consent by UPS. UPS reserves the right to reject any My Choice Enrollment Consent Notice proposed by You. If UPS rejects Your proposed My Choice Enrollment Consent Notice, the parties shall work

together to devise a mutually acceptable My Choice Enrollment Consent Notice. You and UPS will mutually agree on the placement of the My Choice Enrollment Consent Notice in the Interface. In addition, You shall provide to UPS a complete copy of the graphical user interface for each screen of the UPS My Choice® service enrollment process of the Application at the request of UPS within three (3) days of such request.

(iii) Assent Record. You shall capture and retain data, including the My Choice Enrollee's first and last name, the date, the timestamp, and the design version of the Interface (such My Choice Enrollee's data is collectively a "My Choice Enrollment Assent Record") as proof of each My Choice Enrollee's express request for enrollment in the UPS My Choice® service and provide in .CSV format all My Choice Enrollment Assent Records to UPS electronically via secure file transfer protocol ("FTP") within three (3) days of such request. After provision of My Choice Enrollment Assent Records to UPS in accordance with the preceding paragraph, You shall delete such My Choice Enrollment Assent Records.

(d) *Custodian of Records*. At the request of UPS, You shall make available a custodian of records to testify, at UPS's expense, to a My Choice Enrollee's assent to enrollment in the UPS My Choice® service using all available information.

(e) *Indemnity*. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising out of or in connection with Your (i) failure to provide evidence sufficient to prove a My Choice Enrollee's assent to enrollment in the UPS My Choice® service or (ii) provision to UPS of incorrect information through the **UPS My Choice® Enrollment API** and the **UPS My Choice® Eligibility API**.

4 All Web Accessed UPS Technologies. The following terms apply to all UPS Technologies accessed at the UPS Websites.

4.1 *Accessible Features.* You may access any of the Web Accessed UPS Technologies from a country or territory that is not in the Restricted Territory. However, You acknowledge and agree that a Web Accessed UPS Technology will not return an intended result for every country or territory of the Permitted Territory.

4.2 *Single Sign-On and Third Party Online Services.* UPS offers a single sign on feature for UPS.com. If You elect to use Your credentials for one of the available social platforms identified on the sign-in page of UPS.com (each a "Platform"), UPS will receive from the Platform Your basic information such as Your name, email address, and any other information You permit the Platform to share with UPS now or in the future. When You engage with the Platforms, You are interacting with a third party, not UPS. UPS does not endorse and has no control over Platforms. The information You share with a Platform is subject to the Platform's own privacy policy and Your privacy settings on the Platform. UPS makes no representations or warranties, express or implied, as to Platforms or any other third party website or application (including the accuracy, reliability or completeness of information supplied by it or its privacy practices). If You decide to access other websites, including any of the Platforms, You do so at your own risk. Under no circumstances will UPS be responsible for any loss or damage resulting from Your use of a Platform or any other third party website or application. If the Platform service becomes temporarily or permanently unavailable for any reason, if You elect to delete Your account for the Platform, or if You unlink Your credentials to the Platform from Your UPS profile maintained at ups.com, You will not be able to log into Your UPS profile maintained at ups.com using the Platform credentials. In order to log in and continue using Your UPS profile maintained at UPS.com, You will need to log in using Your UPS profile credentials.

5 Terms for Individual Web Accessed UPS Technologies. In addition to the terms of Article 3 above, the following terms apply to the specific Web Accessed UPS Technologies accessed at the UPS Websites.

5.1 *UPS.com™ Shipping.* **UPS.com™ Shipping** provides access to the **UPS Hazardous Materials Functionality** which facilitates the shipment of certain dangerous goods and hazardous materials. Your use of the **UPS Hazardous Materials Functionality** is governed by End User Rights Section 10.1.

5.2 *UPS.com™ Void a Shipment.* You agree that You may only void a shipment through **UPS.com Void a Shipment** if (1) the shipment is under the UPS Account associated with Your UPS.com System Account, but

not an account billed directly to a credit card; (2) UPS has received valid PLD data for the shipment but has not taken possession of the shipment, and (3) the request to void the shipment is made more than twenty-four (24) hours after such shipment's valid PLD is received by UPS if the shipment is processed through the UPS Technology known as **UPS.com Shipping** (**UPS Internet Shipping**), **UPS CampusShip technology** or **UPS Developer Kit API**. You further warrant that You have the authority to void any shipment You submit to **UPS.com Void a Shipment**.

5.3 *UPS.com™ Order Supplies.* UPS reserves the right in its sole discretion to fulfill any shipping supply order request made through **UPS.com Order Supplies** in full, partially or not at all, including without limitation based on the volume of shipping associated with the UPS Account submitted with the order request.

5.4 *UPS Paperless™ Invoice/Paperless Document Setup Process*. **UPS Paperless Invoice/Paperless Document Setup Process** allows You to upload to UPS images of documents associated with a Tendered Shipment (e.g., an invoice) for use in connection with a delivery of the Tendered Shipment. **UPS Paperless Invoice/Paperless document Setup Process** uses PLD for packages shipped via UPS and submitted electronically by You through a UPS Paperless Invoice compatible system to generate commercial invoices as needed in the delivery process. You can sign up for UPS Paperless Invoice by completing the **UPS Paperless Invoice/Paperless Document Setup Process** available through UPS.com and submit a copy of Your letterhead, an authorized signature in electronic format, and UPS Account numbers with which UPS Paperless Invoice will be used with. You acknowledge UPS will use the submitted letterhead and authorized signature to generate commercial invoices as part of UPS Paperless Invoice. You acknowledge that only packages shipped under the UPS Account numbers You submit in the **UPS Paperless Invoice/Paperless Document Setup Process** will be eligible for UPS Paperless Invoice. In the event that the use of the submitted signature becomes invalid, You agree to notify UPS and to not use UPS Paperless Invoice until You provide an updated duly authorized signature to UPS. In addition, You acknowledge that, in order to receive **UPS Paperless Invoice/Paperless Document Setup Process** for a package, You must transmit to UPS PLD for the package through a **UPS Paperless Invoice/Paperless Document Setup Process** compatible system prior to tendering the package to UPS. Your use of the UPS paperless invoice and UPS paperless document services is governed by the terms of a separate agreement made between You and UPSI for such services. You further acknowledge that all Tendered Shipments by You using UPS Paperless Invoice shall be subject to the service description and terms and conditions set forth in the effective UPS Rate and Service Guide, and the UPS Terms and Conditions of Carriage/Service, including the Provisions for Custom Clearance of International Packages, for the country or territory of origin of a Tendered Shipment covered by UPS Paperless Invoice.

5.5 *UPS® Claims on the Web Service.*

(a) *Claim Submissions*. **UPS Claims on the Web Service** allows You to submit a claim to UPS for loss of or damage to a Tendered Shipment a well as documentation such as images of damage and invoices and receipts to support the occurrence and value of any such loss or damage ("Claims Documentation") for Your Internal Purposes. You agree to only submit claims using the **UPS Claims on the Web Service** for Your Tendered Shipments. By submitting Claims Documentation to support a claim of loss or damage: (a) You grant UPS the limited permission to process and store this Claims Documentation for claim processing and related purposes, and (b) You acknowledge that UPS may use or not use the Claims Documentation at its discretion in processing a claim.

(b) *Representations and Warranties.* You represent and warrant that: (1) Your provision of, and UPS's processing and storage of, the Claims Documentation does not and will not violate any applicable law, rule or regulation; (2) the Claims Documentation does not and will not infringe any third party's intellectual property or publicity or privacy right; or contain any code that may damage, interfere with any UPS computer, system, data or property, or enabling tracking; (3) the Claims Documentation is not defamatory, obscene, harassing, libelous or injurious to any other person, harmful to minors or pornographic; and (4) the Claims Documentation is not false, inaccurate, misleading or otherwise irrelevant to Your specific claim.

(c) *Indemnity*. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising from or in connection with UPS's processing and storage of the Claims Documentation.

5.6 *UPS® Billing Data, PDF Invoice and UPS Email Invoice.* You may obtain Billing Data using the UPS Technologies known as **UPS PDF Invoice** and **UPS Email Invoice** (cumulatively "**UPS Billing Technology**").

(a) *Delivery*. Billing Data, in an electronic format selected by You from a list of available electronic formats (e.g., .CSV, flat file, and PDF), except in certain countries and territories where other formats are required by law or as determined by UPS, will be provided electronically (e.g., file download or email), either directly to You or through Billing Data Service Providers. Your request to receive invoices in electronic form (or, where effective, Your payment of an invoice received in electronic form) constitutes Your agreement to receive invoices in electronic form, except in countries and territories where another form of consent is required by law. You may request to receive Your invoices in a paper format.

(b) *Additional Disclaimer of Warranties*. WITHOUT LIMITING THE GENERALITY OF ANY OTHER DISCLAIMERS IN THIS AGREEMENT, UPS DOES NOT WARRANT THAT YOUR USE OF **UPS BILLING TECHNOLOGY** OR BILLING DATA WILL BE COMPLIANT WITH THE APPLICABLE LAWS, RULES AND/OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, ANY LAWS, RULES OR REGULATIONS REQUIRING PAPER INVOICES OR RELATING TO V.A.T. TAXES.

(c) *Controlling Invoice*. You acknowledge and agree that, in the event that You receive both the Billing Data and paper invoice versions from UPS, the official, controlling invoice shall be the paper invoice version, and any Billing Data You receive is provided solely for Your convenience.

(d) *Invoice Delivery*. Once authorized by UPS to use **UPS Email Invoice**, You will automatically receive invoices containing Billing Data. You will be notified via e–mail when an invoice is ready for receipt.

5.7 *UPS® Billing Center.*

(a) *Invoice Delivery* . If You access and use the **UPS Billing Center**, You will automatically receive invoices in an electronic format, except in certain countries and territories where other formats are required by law or as determined by UPS. All invoices generated by the **UPS Billing Center** will be made available to You in electronic form at the **UPS Billing Center** web site. You will be notified via e-mail or other electronic form when an invoice is ready for viewing. Your use of the **UPS Billing Center**, or, where effective, Your payment of any invoice received in electronic form, constitutes Your agreement to receive invoices in electronic form, except in countries and territories where another form of consent is required by law. You may request to receive Your invoices in a paper format. If You do, Your license to access and use **UPS Billing Center** will terminate**,** except in certain countries and territories where other formats are required by law or as determined by UPS.

(b) *Invoice Payment.* You agree to remit payment for all invoices generated by the **UPS Billing Center** using one of the approved payment methods presented in the **UPS Billing Center** and in accordance with the Terms and Conditions contained in the applicable UPS Terms and Conditions of Carriage/Service and this Agreement. You further agree that if the use of **UPS Billing Center** in any way results in the generation of an invoice that does not reflect applicable charges (including those charges set forth in the applicable UPS Terms and Conditions of Carriage/Service document), UPS will bill You for, and You agree to pay to UPS within seven (7) days of the billing date, any additional amount applicable to the transaction. Refunds requested by You with respect to any shipment must be made in accordance with the UPS Terms and Conditions of Carriage/Service. All Customer-generated invoice adjustments are subject to further review by UPS. The application of an adjustment or credit to Customer's account in response to a Customer-generated invoice adjustment does not constitute final acceptance by UPS of the requested adjustment or agreement by UPS with any stated reason for the adjustment. Customer will not be entitled to any invoice adjustment, credit or refund if UPS determines that it resulted from improper use of the **UPS Billing Center**.

(c) *Promotional Materials*. UPS shall have the right to list You as a UPS customer in promotional materials distributed to third parties setting forth lists of Persons using the **UPS Billing Center**. Except as otherwise provided in this Agreement, any other use of Your trademarks, service marks, names or logos by UPS shall require Your prior written consent.

(d) *Additional Disclaimer of Warranties.* WITHOUT LIMITING THE GENERALITY OF ANY OTHER DISCLAIMERS IN THIS AGREEMENT, UPS DOES NOT WARRANT THAT YOUR USE OF **UPS BILLING CENTER** OR BILLING DATA AND INVOICES GENERATED BY **UPS BILLING CENTER** WILL BE COMPLIANT WITH THE APPLICABLE LAWS, RULES AND/OR REGULATIONS, INCLUDING,

WITHOUT LIMITATION, ANY LAWS, RULES OR REGULATIONS REQUIRING PAPER INVOICES OR RELATING TO V.A.T. TAXES.

(e) *Access and Use.* Without limitation, and unless previously authorized by UPS in writing, any access to or use of the UPS Billing Center by automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality that itself is not UPS Technology licensed for such purposes hereunder is expressly prohibited.

5.8 *UPS CampusShip™ technology.*

(a) *Corporate Address Book.* You may be provided access to create, access, use or modify a group based address book ("Corporate Address Book") comprising address data entries ("CAB Data"). CAB Data will be stored on UPS's systems and made available for use through **UPS CampusShip technology**. UPS will take commercially reasonable efforts to protect CAB Data from alteration, loss, or unauthorized access to CAB Data by parties other than Customer. Upon termination of Customer's right to access **UPS CampusShip technology**, all CAB Data will be deleted from UPS's Systems. Only CAB Data which is subsequently used for manifesting Tendered Shipments using **UPS CampusShip technology** shall constitute personal information for purposes of General Terms and Conditions Section 12.10. Customer assumes all responsibility for the actions of its UPS CampusShip Administrators and other users in creating, adding to, viewing, disclosing, using and modifying CAB Data, including the transfer of such data to all jurisdictions where the Customer may use the Corporate Address Book ("Processing"), including all claims arising under the data protection or privacy laws of any jurisdiction with respect to such transfers.

(b) *Use by Vendors*. UPS may authorize Customer to allow certain of Customer's vendors to participate in **UPS CampusShip technology** through Vendor Users. Customer agrees that it is responsible for all use of **UPS CampusShip technology** by Vendor Users as if such Vendor Users were Customer employees. UPS may immediately disable or terminate any UPS CampusShip System Account established by Customer for a Vendor User in its sole discretion with or without notice to Customer. In addition, the access rights of any Vendor User shall terminate automatically upon the expiration or termination of Customer's rights to use **UPS CampusShip technology**. UPS shall administer the establishment and maintenance of UPS CampusShip System Accounts for Vendor Users as directed by Customer, all consistent with the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, UPS shall have no liability to Customer related to its administration of Vendor User System Accounts. CUSTOMER SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY, HOLD HARMLESS, AND AT UPS'S OPTION, DEFEND THE UPS INDEMNITEES, FROM AND AGAINST ANY AND ALL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY CLAIM MADE BY A VENDOR OR ANY VENDOR USER), INCURRED OR SUFFERED BY THE UPS INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH USE OF **UPS CAMPUSSHIP TECHNOLOGY**, **UPS SCHEDULED IMPORT TOOL** OR INFORMATION BY ANY PERSON OR ENTITY THAT GAINS ACCESS THERETO THROUGH USE OF A UPS CAMPUSSHIP SYSTEM ACCOUNT ESTABLISHED BY CUSTOMER FOR A VENDOR USER.

(c) *Location System Accounts*. If UPS separately authorizes, Customer may establish Location Accounts and allow Customer's authorized employees to access **UPS CampusShip technology** through Location System Accounts instead of a System Account associated with each of Customer employee. Provided UPS has authorized Customer to establish Location System Accounts, Customer employees may access and use **UPS CampusShip technology** through a Location System Account solely to process and track Tendered Shipments manifested through **UPS CampusShip technology** at any location associated with a Location System Account and view and print shipment history information regarding such Tendered Shipments. UPS shall administer the establishment and maintenance of Location System Accounts as directed by Customer, all consistent with the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, UPS shall have no liability to Customer related to its administration of Location System Accounts. UPS, in its sole discretion and for any reason, may immediately disable or terminate any Location System Account upon notice to Customer.

5.9 *UPS.com™ Alert Customization Tool.* The **UPS.com Alert Customization Tool** provides access to the **UPS Customized Alerts Functionality** which facilitates customization of shipping status email, such as QVN messages and UPS My Choice® Personal and Commercial Service emails. You acknowledge that, where a Service Provider ships orders on Your behalf, Customized Alerts may not be available if the Service Provider fails to ship under the appropriate UPS Account. UPS will apply the same set of Customized Content to each Customized Alert

You request be sent. You may periodically revise Your Custom Content by submitting to UPS new or revised Custom Content using the **UPS.com Alert Customization Tool**. You may not request a desired start date for new or revised Custom Content that is earlier than three (3) weeks after the date You provide UPS with such Custom Content.

5.10 *UPS Essential Tier Portal.* The UPS Essential Tier Portal is a 'no integration' returns portal that can be customized to a limited degree by Customer or Your Service Provider and made available to You and Your customers to effectuate returns shipping transactions through ups.com or the website of a member of UPSI, as directed by UPS or its designee at the time you receive access to the UPS Essential Tier Portal and related administrative tools and functionality. Once configured for Customer, the UPS Essential Tier Portal functionality is designed to provide, in response to a user request containing an order reference number provided by You, a barcode or QR code that can be scanned by a participating UPS shipping drop-off location for shipping label generation under Your UPS Shipper Number. Customer acknowledges that UPSI in no way guarantees the availability or accuracy of the Essential Tier Portal functionality or the scannable code generated therefrom, nor does UPSI guarantee any UPS drop-off service availability at any The UPS Store or other location.

6 All UPS Software. The following terms apply to Your use of all UPS Technologies that are Software UPS distributes to You.

6.1 *Limited Use.* You may install and use the Software for Your Internal Purposes in object code format only on computers owned, leased or otherwise controlled by You in the applicable Territory for such Software.

6.2 *Termination.* On expiration of this Agreement or termination of the license in any Software for any reason, You shall immediately purge from Your hardware, systems, and other storage media and devices all copies of the Software associated with the expired or terminated license.

6.3 *Virus Warranty Disclaimer.* UPS specifically disclaims any express or implied warranties regarding the Software being free of or lacking computer viruses.

6.4 *Microsoft® Products.* Certain of the UPS Software comes with a version of Microsoft® SQL Server in the software installation package. If You choose to install and use such UPS Software, You acknowledge and agree that your use of the distributed copy of Microsoft® SQL Server is governed by the Microsoft Software License Terms found at <https://www.microsoft.com/en-us/download/details.aspx?id=29693>.

6.5 *Responsibility.* YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR USE OF OR DAMAGE TO SOFTWARE UPS DISTRIBUTES TO YOU AND ANY DATA ASSOCIATED WITH SUCH SOFTWARE (E.G., DATABASE RESOURCES) ACCESSED DIRECTLY OR INDIRECTLY BY ANY PERSON, WHETHER OR NOT AUTHORIZED BY YOU.

7 Terms for Individual UPS Software. In addition to the terms of Article 6 above, the following terms apply to the specific UPS Software.

7.1 *UPS WorldShip® software.*

(a) *Hazardous Materials and International Knowledge Base Capabilities.* **UPS WorldShip software** provides access (1) to the **UPS Hazardous Materials Functionality** which facilitates the shipment of certain dangerous goods and hazardous materials; and (2) the **International Knowledge Base Capabilities**, which provides access to information that can be used to facilitate cross-border shipping . Your use of the **UPS Hazardous Materials Functionality** is governed by End User Rights Section 10.1, and Your use of the **International Knowledge Base Capabilities** through the **UPS WorldShip Software** is governed by Section 3.6 of the Information and General Use Policies.

(b) *Commissioning*. **UPS WorldShip software** must be commissioned using Your UPS Account or a UPS Account assigned to a third party that has authorized You to use such UPS Account in association with Trade Direct Cross Border, Ocean and Air Services requested by the third party (UPS Account and Third Party UPS Account cumulatively referred to as the "Trade Direct UPS Account").

(c) *Location of Use*. **UPS WorldShip software** may only be used with Tendered Shipments (1) having a declared shipment origin at the installation site of **UPS WorldShip software** or the address associated with a Trade Direct UPS Account or (2) where You have entered into a master services agreement with UPS Supply Chain Solutions, Inc. to receive the Trade Direct Cross Border, Ocean or Air Services and such packages are part of a consolidated shipment pursuant to the Trade Direct Cross Border, Ocean and Air Services commissioned by You and then solely to facilitate the use of services offered by the UPSI, including without limitation, processing and tracking of such packages, and for no other purpose.

(d) *UPS Databases*. UPS Databases are distributed in association with **UPS WorldShip software**. You may only use these UPS Databases to prepare shipping labels through **UPS WorldShip software** each UPS Database is distributed with and for no other purpose. You may only access, alter or modify these UPS Databases using **UPS WorldShip software** through use of the (1) data import and (2) external database mapping and integration functions of **UPS WorldShip software**. For clarity, but not by way of limitation, You may not export, whether by (i) data export functionality built into **UPS WorldShip software**; (ii) extraction from **UPS WorldShip software** interface (e.g., screen scraping); or (iii) otherwise, any data from the UPS Databases and use such data for comparing shipping rates or delivery times with the shipping rates or delivery times of any third party that is not a member of UPSI.

(e) *Destination Address*. The destination address for each label generated through **UPS WorldShip software** must be validated through the UPS address validation function of **UPS WorldShip software**.

(f) *PLD Upload*. **UPS WorldShip software** includes functionality to upload PLD to UPS. Such upload functionality may only be used to transfer PLD to UPS for Tendered Shipments identified in paragraph (c) above and manifested using keyed import, batch import, XML auto import, hand-off shipping, or the direct entry functionality of **UPS WorldShip software**.

(g) *Current Version*. You acknowledge and agree that failure to use the most recent version of **UPS WorldShip software** and the UPS Databases may result in the application of a manual processing charge, if applicable, as provided by the UPS Terms and Conditions of Carriage/Service in effect at the time of shipping.

(h) *Messaging Through UPS WorldShip software*. **UPS WorldShip software** includes functionality to present to You messages from UPS. You agree that, notwithstanding any other election You may have made concerning messaging from UPS, as part of the consideration for the license to **UPS WorldShip software** granted herein, that UPS may present messages to You through **UPS WorldShip software**, including without limitation functional, operational or marketing messages for **UPS WorldShip software**, other UPS Technology and UPS services.

(i) *Application Reporting*. **UPS WorldShip software** includes functionality that permits UPS to measure Your usage of its features and informs UPS of this usage electronically. In **UPS WorldShip software**, this functionality is known as "Feature Stats" or "Support Files" (collectively, "Application Reporting"). The Application Reporting functionality collects Your system configuration data and a log of Your activities while using **UPS WorldShip software**, including the following: (1) the processes of **UPS WorldShip software** used to add, validate, or classify a "deliver to" address; (2) how often the "Help" function of **UPS WorldShip software** is accessed; and (3) how often packages are processed through **UPS WorldShip software** using pre-defined characteristics. UPSI uses the Feature Stats, for example, to determine the popularity of and improve the functionality of **UPS WorldShip software** and to enhance the services UPSI makes available to You. Support Files are used to help conduct trouble-shooting analysis. If You do not wish to participate in the Feature Stats functionality for **UPS WorldShip software**, for each installed instance of **UPS WorldShip software**, You must e-mail UPS at worldshipreqst@ups.com (or contact Your account representative) and UPS will remotely disable this functionality for that installed instance of **UPS WorldShip software**.

(j) *Custom Shipping Labels*. **UPS WorldShip software** allows You to print custom shipping labels. A custom label includes in the top 4" x 2" area of a 4" x 8" shipping label information or the logo of Customer You provide ("Custom Label Content"). UPS may direct You to cease use of any Custom Label Content at its discretion. You represent and warrant that no Custom Label Content, or portion thereof: (a) infringes any third party's intellectual property or publicly/privacy right; (b) violates any applicable laws or regulations; (c) is defamatory,

obscene, harmful to minors or pornographic; (d) is false, inaccurate or misleading or (e) negatively impacts on the reputation of the UPS Parties. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising out of or in connection with Your use of the Custom Label Content, including any claim related to infringement of any intellectual property rights, including without limitation copyrights, patents, trade secrets, trademarks, publicity, privacy, and other proprietary rights.

(k) *Automatic Updates.* UPS will automatically deliver Updates to **UPS WorldShip software** and associated UPS Databases ("WorldShip Updates") to computers onto which You have installed **UPS WorldShip software**. UPS will automatically apply these WorldShip Updates if You commission **UPS WorldShip software** in the United States. You will be provided notice through **UPS WorldShip software** that a WorldShip Update will occur. If You choose not to accept a WorldShip Update, You must remove and cease use of **UPS WorldShip software** and its associated UPS Databases and Your license in **UPS WorldShip software** and its associated UPS Databases will terminate on the date such WorldShip Update was scheduled to be applied.

(l) *Open Source Software.* **UPS WorldShip software** is delivered with software components distributed under open source licenses. Any use of these software components will be governed by, and subject to, the terms and conditions of its applicable open source license and not this Agreement. The chart below lists these software components, a link to the applicable open source license and a link to a location where each software component can be downloaded.

Software Component	**Open Source License**	**Location of Software Component**
Chromedriver	Apache License 2.0 http://apache.org/licenses/LICENSE-2.0	https://sites.google.com/a/chromium.org/chromedriver/downloads
Geckodriver	Mozilla Public License 2.0 https://www.mozilla.org/en-US/MPL/2.0/	https://github.com/mozilla/geckodriver
EdgeDriver	Apache License 2.0 http://apache.org/licenses/LICENSE-2.0	https://www.selenium.dev/downloads/
IEDriver	Apache License 2.0 http://apache.org/licenses/LICENSE-2.0	https://developer.microsoft.com/en-us/microsoft-edge/tools/webdriver/

7.2 *UPS® UPSlink software.* Access to **UPS UPSlink software** can only be obtained by You as part of a UPS Ready Solution. You agree that You may only upload PLD to UPS via **UPS UPSlink software** if You first validate all PLD with an address validation function that validates the accuracy of city, state and postal code (if applicable). You acknowledge that **UPS UPSlink software** may be remotely accessed for a limited period of time by UPS solely to provide updates and changes relating to the UPS services, UPS rates, UPS routing codes and/or the UPS Materials contained in the UPS Ready Solution. You must transmit to UPS the PLD for any Outbound Shipment manifested through **UPS UPSlink software** before pickup of those packages by the UPS driver.

7.3 *UPS® Locator Plug-In for UPS Access Point Locations.*

(a) *Changes to Information.* You may change the color scheme of non-mapping information and add Your branding in a manner that does not supersede, alter, or obscure any UPS branding or imply UPS endorses Your goods and services.

(b) *Limitation on Use*. You agree that You may utilize the **UPS Locator Plug-In for UPS Access Point Locations** only in support of or in response to a customer-generated request for manifest information for Tendered Shipments. You must discard any location information returned by the **UPS Locator Plug-In for UPS Access Point Locations** upon completion of each remote communication session with Your customer.

(c) *No Trademark Rights.* Notwithstanding anything to the contrary herein, this Agreement does not authorize You to use any trademark, word, name, symbol, or device, or any combination thereof owned or licensed by UPS in such UPS Access Point Application. To the extent You seek to use UPS Access Point trademarks in connection with such UPS Access Point Application, You must complete the UPS Access Point brand request form on UPS Brand Central at <https://brand.ups.com> and obtain a trademark license from UPS, granted in UPS's sole discretion.

7.4 *UPS: International Shipping Plug-in for E-Commerce Platforms.* **UPS: International Shipping Plug-in** is a plug-in, add-on, extension or module that can be used with many popular e-commerce platforms and provides information on international shipping by UPSI. In some instances, **UPS: International Shipping Plug-in** may be distributed subject to a license other than this Agreement. Notwithstanding such other license governing Your use of **UPS: International Shipping Plug-in**, all rights in Information retrieved through **UPS: International Shipping Plug-in** are granted in this Agreement. In addition to the rights granted to You in End User Rights Section 6.1, where the provider of the e-commerce platform associated with **UPS: International Shipping Plug-in** hosts the e-commerce platform for Your benefit, You are authorized to have the provider install **UPS: International Shipping Plug-in** with Your instance of the e-commerce platform and use **UPS: International Shipping Plug-in** solely for Your benefit consistent with this Agreement.

8 UPS Bulk Data Services. The following terms apply to the specific UPS Bulk Data Services.

8.1 *UPS Data Exchange Services.*

(a) *Authorization* . UPS may allow, in its sole discretion, certain data (including Information and other information) to be exchanged between You and UPS ("Data Exchange") using, without limitation, one or more of the following transfer methods (each, a "Transfer Method"): (i) delivery on physical media (e.g., DVD); (ii) a standard network protocol known as a file transfer protocol ("FTP"); or (iii) a computer-to-computer data feed exchange method commonly known as Electronic Data Interchange ("EDI"). Each Data Exchange will be established consistent with a data exchange order form issued by UPS to You setting forth the characteristics of the Data Exchange, including, for example, the Transfer Method, the File Format, the location of delivery, and the country or territory in which the Data Exchange may be utilized by You (the "Data Exchange Order Form"). No prior agreement between You and UPS under which You receive data exchange services shall be superseded by the terms and conditions of this Section 8.1. You and UPS shall mutually agree with respect to the list of UPS Accounts for which the parties shall exchange Information through each Transfer Method. Such UPS Accounts may be modified from time to time upon the mutual agreement of You and UPS.

(b) *Permitted Third Parties*. The Data Exchange Order Form may specify delivery of Information to You or a Service Provider where such Service Provider is approved in advance in writing by UPS and You and such Service Provider have entered into an agreement consistent with Information and General Use Policies Section 1.2(b).

(c) *File Format and Transfer Method*. You agree that UPS has no obligation to support any Transfer Method or File Format other than the then current version of each.

(d) *Payment*. Unless agreed to otherwise in a separate written agreement signed by You and UPS, all invoices received by You or a Service Provider via the Data Exchange shall be due and payable within seven (7) days after such receipt. Late payments shall be subject to late payment charges.

(e) *Costs and Fees*. You are responsible for telecommunications costs associated with You providing Information to or receiving Information from UPS. In addition, You understand that You shall be responsible for any costs associated with excessive tracking or tracing or invalid service refunds requested by You or Your Service Provider as further set forth in the UPS Terms and Conditions of Carriage/Service.

(f) *File Format Changes*. You shall have thirty (30) days from receipt of notice from UPS of a change to the File Format in which to implement such change(s).

(g) *Terms Specific to EDI as a Data Exchange*.

(i) Cost and Fees. Transmission charges for sending data shall be borne by the transmitting party and the charges for receiving data shall be borne by the receiving party. If You elect a direct data connection line for the Data Exchange that uses EDI as the Transfer Method, You shall pay all costs incurred by UPS for installing a dedicated line or telecom costs for connecting to You or Your Service Provider. Any processing fees incurred by UPS as a result of a change in location shall be payable by You.

(ii) Functional Acknowledgement. Upon proper receipt of Information via EDI, the receiving party shall promptly transmit an acknowledgement in return which shall constitute conclusive evidence of proper receipt and that all required portions thereof have been delivered and are syntactically correct, but does not confirm the substantive content of the data.

(iii) Application Advice. If "application advice" is enabled pursuant to a Data Exchange Order Form for EDI, upon receipt of any data by UPS which contains invalid or missing data elements, UPS shall transmit application advice in return. If the application advice contains a reject message, You shall promptly transmit to UPS new, correct data within twenty-four (24) hours after receipt of the application advice. If the application advice contains a warning message, You shall perform a system diagnostic check of all equipment, software and services used to transmit data within forty-eight (48) hours after receipt of the application advice so that subsequent transmissions of data are properly transmitted. You shall not resend the same data that precipitated an application advice. An application advice only indicates that UPS has received improperly transmitted data, but does not confirm or deny the substantive content of the data.

(iv) Contingency Procedures. If a hardware, software communication breakdown or any force majeure event (as described in General Terms and Conditions Section 12.7) impedes a party from electronically transmitting or receiving any data by EDI, such party agrees to do the following as soon as reasonably practicable after discovering such problem: (i) alert the other party's EDI coordinator for problem determination and resolution, and (ii) communicate all transactions if possible by facsimile transmission or any other commercially reasonable means available.

(v) EDI Test Period. Both parties agree that for EDI, for a period of time, as mutually agreed to by the parties (the "EDI Test Period"), data shall be transmitted and received electronically for testing purposes. During the EDI Test Period, electronic transmission and receipt of data shall supplement but not replace exchanges of paper-based documents. The EDI Test Period may be terminated at any time by mutual agreement of the parties. Data transmitted and received electronically during the EDI Test Period shall have no force or effect between the parties. The EDI Test Period shall not commence until a Data Exchange Order Form for EDI is executed by the parties.

(vi) UPS Labeling. If You exchange manifest information for Tendered Shipments through EDI, You agree to apply a UPS approved smart shipping label to each such Tendered Shipment. UPS and You agree that the definition of a smart label is defined in the current edition of the UPS Guide to Labeling at the time of signing this Agreement; which includes, but is not limited to, the UPS MaxiCode (that includes street address),

Zip+4 postal code bar code where applicable, current UPS Routing Code, appropriate UPS Service Icon, a UPS 1Z tracking number bar code, and CASS certified and validated addresses.

8.2 *UPS® Locator APList File for UPS Access Point Locations.*

(a) *Additional Restrictions.* Upon authorization, in UPS's sole discretion, UPS may provide to You a list of all UPS Access Point locations that, at the time of disclosure, can accept parcels ("APList"). In order to assist Customer in selecting a convenient UPS Access Point, You may present to Customer portions of the APList representing information on those UPS Access Point locations within a queried distance in response to a query comprising an address and distance from such address provided by a Customer through an application developed by You or other customer service channels (e.g., call center interaction). If UPS provides the APList to You, UPS will make available APList Updates approximately once every day. You agree that You may utilize the APList only in support of or in response to a customer-generated request for manifest information for Tendered Shipments. You may not use the APList for purposes other than fulfilling such customer-generated request. You will stop all use of an APList within one (1) hour of delivery of a superseding APList Update. Upon receipt of the superseding APList Update, You must promptly discard the superseded APList. You agree not to use or otherwise distribute the APList, in whole or in part, other than as expressly set forth in this Section 8.2(a) without the express written consent of UPS. You may access **UPS® Locator APList File for UPS Access Point Locations** from a country or territory that is not in the Restricted Territory. However, You acknowledge and agree that **UPS® Locator APList File for UPS Access Point Locations** will not return an intended result for every country or territory of the Permitted Territory.

(b) *No Trademark Rights.* Notwithstanding anything to the contrary herein, this Agreement does not authorize You to use any trademark, word, name, symbol, or device, or any combination thereof owned or licensed by UPS in any application developed by You including portions of the APList. To the extent You seek to use UPS Access Point trademarks in connection with such application, You must complete the UPS Access Point brand request form on UPS Brand Central at <https://brand.ups.com> and obtain a trademark license from UPS, granted in UPS's sole discretion.

8.3 *UPS Supply Chain Symphony FTP Transfers.*

(a) *Customer Endpoint*. Provided a UPS Symphony Order includes UPS Symphony FTP, UPS will take commercially reasonable efforts to deliver certain Information as updated from time to time by UPS ("**FTP Transfers**") to an SFTP end point ("**Customer Endpoint**") specified in such UPS Symphony Order. Customer will provide appropriate credentials (e.g., SSH key) to allow UPS to upload to the Customer Endpoint and a designated inbound directory.

(b) *Review and Validation*. The Customer Endpoint is subject to review by UPS, at the sole discretion of UPS, to verify that it meets UPS security requirements. UPS must approve the Customer Endpoint before an FTP Transfer is allowed. UPS will provide FTP Transfers in a format selected by UPS in its sole discretion (e.g., CSV or database files). It is the Customer's sole and exclusive responsibility to ensure the Customer Endpoint can accommodate the file size and frequency of each FTP Transfer designated in a UPS Symphony Order.

9 UPS Value Added Services; Equipment Based Programs. The following terms and conditions apply to the specific UPS Technology identified.

9.1 *Quantum View Notify™ Service.*

(a) *Restrictions.* **Quantum View Notify** ("**QVN**") is a UPS Technology that allows You to direct UPS to send an email or SMS text message with information about a shipment to an email address or phone number You provide. **QVN** is available at UPS.com or through other **QVN** enabled UPS Technology. You agree to use **QVN** solely to communicate information related to a Tendered Shipment and solely to Persons who are affiliated with such Tendered Shipment. In the event an addressee indicates to You that such addressee no longer wishes to receive email or SMS text messages relating to Tendered Shipments, You shall immediately cease using **QVN** to send email or SMS text messages to such addressee. In no event shall UPS be liable for any failure or delay in the transmission or receipt of any email or SMS text message. You are solely responsible for the content of any text

transmitted by You as part of a **QVN** message and shall not include any content which may be harassing, defamatory, libelous or injurious to any other person. You may access **QVN** from a country or territory that is not in the Restricted Territory. However, You acknowledge and agree that **QVN** will not return an intended result for every country or territory of the Permitted Territory.

(b) *Warranty* . You warrant that You shall only request through QVN that UPS send a QVN message (1) to an email address or phone number controlled by a Person affiliated to the shipment which is the subject of the QVN message; (2) for the sole purpose of providing a notice of the status of a shipment within the UPS shipping system and for no other reason; and (3) when providing such QVN message to a Person does not violate any applicable law, rule or regulation, including without limitation those directed to email marketing. You further warrant that, prior to requesting UPS to send a QVN message to a Person affiliated with a shipment, You shall secure Person's consent to receive the QVN message.

9.2 *UPS.com™ Marketplace Shipping.*

(a) *Restrictions.* You may access and use **UPS.com Marketplace Shipping**, a UPS Technology that allows You to manage shipment and tracking details for orders submitted by Your customers, for Your goods at a permitted third party e-marketplace (e.g., eBay and Amazon.com), for Your Internal Purposes.

(b) *Your Account Access Information Representation.* By providing Your account access information associated with a third party e-marketplace, including without limitation, user name, passwords, and other log-in information or content to UPS through **UPS.com Marketplace Shipping**, You represent that (i) You are authorized to access the e-marketplace associated with such provided account access information and to use the e-marketplace through such account, and (ii) You are authorized and entitled to submit Your account access information to UPS and to authorize UPS to access and use the associated e-marketplace through Your account access information as your agent, without any obligation by UPS to pay any fees or other limitations. You acknowledge that use by UPS of Your account access information will result in the transfer of Your information from the associated e-marketplace to UPS in the U.S. for access, storage and use, and You expressly authorize such transfer to UPS.

(c) *Authorization to Access Your Accounts*. You acknowledge and agree that, by using **UPS.com Marketplace Shipping**, You expressly authorize: (i) UPS to access Your account maintained by third party e-marketplace on Your behalf as Your agent; and (ii) UPS to disclose Your account access information to a third party vendor for access to Your account on UPS's behalf. **UPS.com Marketplace Shipping** will access the third party e-marketplace and submit Your account access information to log in to the third party e-marketplace and retrieve information associated with Your account. For purposes of (A) Your use of **UPS.com Marketplace Shipping** for Your Internal Purposes and (B) Your express authorization in the preceding sentence, You grant UPS a limited power of attorney and appoint UPS as Your attorney-in-fact and agent to access participating third party e-marketplace, retrieve and use Your information with the full power and authority to do so and perform each thing necessary in connection with such activities as You could do. YOU ACKNOWLEDGE AND AGREE THAT WHEN UPS IS ACCESSING AND RETRIEVING YOUR ACCOUNT INFORMATION FROM A THIRD PARTY E-MARKETPLACE, UPS IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY E-MARKETPLACE.

(d) *Your Use of Third Party e-Marketplaces.* You acknowledge and agree that UPS.com Marketplace Shipping provides You access to third party e-marketplaces and such access is provided solely as a convenience to You and not as an endorsement by UPS of the content on the third party e-marketplaces. UPS makes no representations or warranties regarding the correctness, accuracy, performance, or quality of any content, software, service, or application found at any third party e-marketplace. You understand and agree that UPS.com Marketplace Shipping is not sponsored or endorsed by any third party e-marketplace accessible through UPS.com Marketplace Shipping. If You decide to access any of a third party e-marketplace through UPS.com Marketplace Shipping, You do so at Your own risk. UPS is not responsible for the availability of any third party websites. In addition, Your use of the third party e-marketplace remains subject to any applicable policies and terms and conditions of that third party e-marketplace.

9.3 *UPS TradeAbility™ services.*

(a) *How to Access.* **UPS TradeAbility services** may be accessed through UPS.com or a **UPS TradeAbility API** enabled application, whether developed by You or another Person.

(b) *Restrictions on TradeAbility Transaction Data.* UPS will retain transaction data for **UPS TradeAbility services** for a period not to exceed ninety (90) days after it first becomes available to You. Thereafter, such transaction data for **UPS TradeAbility services** will no longer be available to You.

(c) *Termination.* Your rights to access **UPS TradeAbility services** will automatically terminate if You do not access Your My UPS System Account associated with **UPS TradeAbility services** for a period of fourteen (14) consecutive months. Upon termination, You will be required to re-register as a user of **UPS TradeAbility services**.

(d) *Appointed Provider*. Customer has appointed UPS Supply Chain Solutions, Inc. (an Affiliate of UPS), including its successors and assigns, to perform and provide **UPS TradeAbility services**.

(e) *International Knowledge Base Capabilities*. **UPS TradeAbility services** provide access the **International Knowledge Base Capabilities**, which is information that can be used to facilitate cross-border shipping. Your use of the **International Knowledge Base Capabilities** through the **UPS TradeAbility services** is governed by Section 3.6 of the Information and General Use Policies.

9.4 *UPS® Customized Alerts Functionality.*

(a) *Customized Content*. You may access and use the UPS Technology known as **UPS Customized Alerts Functionality** to direct UPS to include Your customized content ("Customized Content") in shipping status messages (e.g., QVN emails, the UPS My Choice® service emails and tracking results displayed on UPS.com or the UPS Mobile App) (collectively, "Customized Content Alerts"), related to Tendered Shipments shipped under UPS Account number(s) assigned to You, provided UPS has licensed to You other UPS Technology that provides access to the **UPS Customized Alerts Functionality** (e.g., the **UPS Customized Alert Retail API** and the **UPS.com Alert Customization Tool**). You shall not permit or authorize any third party to use or access **UPS Customized Alerts Functionality** including via any Interfaces or other software developed by You or any third party. You hereby grant UPS a royalty-free, perpetual, non-exclusive license to copy, modify, and make derivative works of Your Customized Content, including, without limitation, any pictures, logos, trademarks, trade dress, service marks, designs and works of authorship contained therein for the purpose of sending the Customized Content Alerts. UPS, at its sole discretion, may reject the Customized Content, whether before or after using such Customized Content in Customized Content Alerts.

(b) *Restrictions.* UPS will in its sole discretion determine which shipping status messages will include Customized Content. UPS may choose to include some or all of Your Customized Content (e.g., only Your logo) in Customized Content Alerts.

(c) *Representation and Warranty.* You represent and warrant that You will not provide to UPS any Customized Content that: (i) does not directly advertise or promote Customer's goods or services; (ii) infringes any third party's intellectual property or publicity or privacy right; (iii) violates any applicable law, rule or regulation, including without limitation those directed to email marketing; (iv) is defamatory, obscene, harassing, libelous or injurious to any other person, harmful to minors or pornographic; (v) contains any user or usage tracking tags, scripts or codes; (vi) contains any virus, Trojan horse or other computerized data that may damage, interfere with or effect any UPS computer, system, data or property; or (vii) is false, inaccurate or misleading. You further represent and warrant that (A) UPS sending the Customized Content Alerts to email addresses provided by You or held by UPS and associated with an applicable Tendered Shipment, or presenting Customized Content Alerts to users of UPS.com or the UPS Mobile App will not be in violation of applicable law, rule, regulation or other legal requirement, including without limitation those related to email marketing; and (B) You have obtained all required consent from the recipient of any of the Customized Content Alerts described in part (A) of this sentence such that UPS's sending of or presenting

the Customized Content Alerts as described in part (A) of this sentence will not violate any applicable law, rule, regulation or other legal requirement.

(d) *Indemnity.* You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising from or in connection with the UPSI's access to or use of Customized Content or a breach of this Section 9.4 by You.

9.5 *UPS My Choice® Services.*

(a) *Definitions.*

(i) "MC4B Entity" means a UPSI entity in the country or territory where MC Logistics Services ordered by You through the **UPS My Choice® for Business** service are performed.

(ii) "MC4B Terms" means the then-current shipping services agreement between You and an MC4B Entity in the country or territory applicable to the MC Logistics Services ordered by You through the **UPS My Choice® for Business** service.

(iii) "MC Personal Terms**"** means the then-current UPS Terms and Conditions of Carriage/Service applicable to MC Logistics Services ordered by You through the **UPS My Choice®** service.

(iv) "MC Personal Entity" means the UPSI entity in the country where MC Logistics Services ordered by You through the **UPS My Choice®** service are performed.

(v) "UPS My Choice® Personal and Commercial Services" means cumulatively the **UPS My Choice®** service and the **UPS My Choice® for Business** service.

(vi) **"**MC Logistics Services**"** means logistics services ordered through the **UPS My Choice®** Personal and Commercial Services.

(b) *UPS My Choice® for Business.*

(i) **Services.** The **UPS My Choice® for Business** service is a service through which You, when acting as a business, can (i) order MC Logistics Services (e.g., Delivery Change Option) from an MC4B Entity and (ii) access certain administrative data services provided by UPS. All MC Logistics Services ordered through the **UPS My Choice® for Business** service are provided pursuant to (y) the applicable MC4B Terms between You and the applicable MC4B Entity, including the country-specific or territory-specific UPS Terms and Conditions of Carriage/Service applicable to the UPS services for small package shipments available in such country or territory such as any provisions thereof relating to arbitration, which apply to any and all claims arising from or related to the provision of services by the MC4B Entity, and (z) this End User Rights Section 9.5. In the case of a conflict between the Agreement and the MC4B Terms as regards any MC Logistics Services ordered by You through the **UPS My Choice® for Business** service (excluding the terms of End User Rights Section 9.5(f)), the MC4B Terms will take precedence. All administrative data services provided through the **UPS My Choice® for Business** service are provided under the terms and conditions of this Agreement and the description of such services at the **UPS My Choice® for Business** home page available at UPS.com in effect at the time of service.

(ii) **Shipments Sent to Employees and Authorized Personnel.** Through the **UPS My Choice® for Business** service, You may have access to information concerning personal shipments for Your employees to be delivered to the address You register with the **UPS My Choice® for Business** service and shipments to this address intended for other personnel authorized to be at Your registered address (e.g., on-site contractors). You warrant that You will obtain informed and specific consent from all employees and authorized personnel for information about their shipments delivered to Your registered address to be reported to You through the **UPS My Choice® for Business** service.

(iii) **Access as an Administrator**. If you have been designated as an administrator by the Person assigned a **UPS® My Choice for Business** service account (a "My Choice Administrator"), You represent that You are a representative of such Person and are authorized to enter into this Agreement and access such **UPS® My Choice for Business** service account on behalf of such account holder. As a My Choice Administrator, in addition to the capabilities of a user in End User Rights Section 9.5(b)(iii), UPS also grants to You the right to access: (i) the then current **UPS® My Choice for Business** Company Administration Center (the "CAC"), which may include related administration menus and those administrative features for the applicable **UPS® My Choice for Business** service account, and (ii) Information regarding the associated **UPS® My Choice for Business** service account, both (i) and (ii) consistent with the Agreement. You will have access to and receive email notifications of administrative actions taken with regard to all user accounts of that **UPS® My Choice for Business** service account (e.g., notice of subscriptions added, cancelled, upgraded, downgraded or expired, or any payment issues related to subscriptions). You will not share user account credentials (e.g., UPS.com user ID, UPS.com username) with any individual other than the associated user and will otherwise keep account credentials confidential. Your right as a My Choice Administrator to access the CAC may be terminated at any time by UPS or the Person assigned to the associated **UPS® My Choice for Business** service account, in their sole discretion. In addition, Your right to access the CAC shall terminate automatically upon the expiration or termination of the Person assigned to the associated **UPS® My Choice for Business** service account's right to use the same. You acknowledge and agree that My Choice Administrators may designate any other **UPS® My Choice for Business** user as a My Choice Administrator with identical rights as the first My Choice Administrator.

(iv) **Access as a User**. If you are a user, any administrator of the same **UPS® My Choice for Business** service account will have access to Your account information (e.g., Your log-in and contact information such as Your UPS.com username, phone number, or email address, including where You opt to use an existing personal UPS.com account for the **UPS® My Choice for Business** service), subscription status and subscription renewal date) and information You associate with Your account (e.g., a six digit UPS account number, the payment card type plus the last four digits of any associated payment card, and identification of all digital payment methods associated with Your account). If You are a user, You may elect to create an additional UPS.com account for personal use of UPS Technology if You decide an administrator should not have access to account information for a UPS.com account you use for personal reasons.

(c) *UPS My Choice®.*

(i) **Services.** The **UPS My Choice®** service is a service through which You, when acting as a consumer, can (i) order MC Logistics Services (e.g., Delivery Change Option) from an MC Personal Entity and (ii) access certain data services provided by UPS. All MC Logistics Services ordered through the **UPS My Choice®** service are provided by the applicable MC Personal Entity pursuant to (y) the MC Personal Terms for that MC Personal Entity, including the country-specific or territory-specific UPS Terms and Conditions of Carriage/Service applicable to the UPS services for small package shipments available in such country or territory such as provisions thereof relating to arbitration, which apply to any and all claims arising from or related to the provision of services by the MC Personal Entity, and (z) this End User Rights Section 9.5. In the case of a conflict between the Agreement and the MC Personal Terms as regards such MC Logistics Services ordered through the **UPS My Choice®** service (excluding the terms of End User Rights 9.5(f)), the MC Personal Terms will take precedence. All administrative data services, provided through the **UPS My Choice®** service, are provided through the terms and conditions of this Agreement and the description of such services at the **UPS My Choice®** home page available at UPS.com in effect at the time of service.

(ii) **Incentives, Credits and Rewards.** When You use the **UPS My Choice®** service to manage shipments, You may be offered a selection of incentives for choosing certain logistics services including changing Your delivery location or level of service ("Incentive"). When You select an Incentive, You may earn the credit associated at the successful completion of the logistics service of the Incentive ("Credit"). Incentives vary depending on factors such as the change in location and level of service. Credits cannot be exchanged for cash and may only be redeemed for gift or stored value card(s) of equal or approximately equal value ("My Choice Reward"). My Choice Rewards are redeemed through a website operated by a vendor engaged by us ("Vendor Website"). Your access and use of the Vendor Website to manage and redeem My Choice Rewards is subject to the vendor's posted terms and conditions which are found at the Vendor Website. Each My Choice Reward may be subject to additional terms and conditions of the participating third party merchant associated with such My Choice Reward. To review

such merchant's terms and conditions click the "Terms and Conditions" link on the My Choice Reward detail page. My Choice Rewards may change at any time, and You may only use Credits for My Choice Rewards that are currently available. UPS MAY REQUIRE YOU TO EXCHANGE CREDITS FOR MY CHOICE REWARDS ONCE YOU HAVE REACHED A CERTAIN VALUE OF CREDITS. IF YOU UN-ENROLL FROM THE **UPS MY CHOICE®** SERVICE, YOU WILL FORFEIT ANY CREDITS THAT HAVE NOT BEEN CONVERTED INTO MY CHOICE REWARDS. UPS may discontinue or suspend the Incentives as a feature of the **UPS My Choice®** service at any time. You will be provided notice of any discontinuance or suspension of the Incentives and, in the case of a discontinuance, informed how to perform a final redemption of any Credit balance. Upon termination of this Agreement or Your right to accesses and use the **UPS My Choice®** service, You will be provided instructions on how to perform a final redemption of any Credit balance. Six (6) months after termination of this Agreement or Your right to accesses and use the **UPS My Choice®** service, You will no longer be able to perform the final redemption of any Credit balance.

(d) *Fees and Charges.* You agree to pay any applicable fees and charges set forth in the applicable MC Personal Terms or MC4B Terms (cumulatively, "MC Terms") associated with **UPS My Choice®** Personal and Commercial Services (e.g., **UPS My Choice®** Premium Membership and **UPS My Choice® for Business** Premium Membership fees) and MC Logistics Services ordered or accessed through the UPS My Choice® Personal and Commercial Services. **UPS My Choice®** Premium Membership and **UPS My Choice® for Business** Premium Membership fees are payable in advance and will not be refunded in whole or in part for any reason. For clarity, if the **UPS My Choice®** Premium Membership or **UPS My Choice® for Business** Premium Membership fees are reduced, you are not entitled to any rebate, refund and/or other reimbursement in whole or in part as a result of any such reduction. UPS may delegate the responsibility to collect the **UPS My Choice®** Premium Membership and **UPS My Choice® for Business** Premium Membership annual fees to an Affiliate. The applicable MC Entity may change any fees and/or charges that apply for MC Logistics Services at any time without prior notice, subject to any notice requirements that apply pursuant to applicable law. Additional fees and charges will not be assessed if the MC Logistics Service is unable to be provided. MC Logistics Services ordered through the **UPS My Choice®** Personal and Commercial Services that involve additional fees and/or charges or **UPS My Choice®** Premium Membership or **UPS My Choice® for Business** Premium Membership fees may be paid for by a payment method available for selection by logging in to Your UPS account via UPS.com (e.g., payment card or a UPS account), accessing Your account profile settings, and selecting "Payment Options". You authorize UPS or its designee to automatically charge the payment card or other payment method selected in the Payment Options section of Your UPS account profile for all applicable charges and fees for **UPS My Choice®** Personal and Commercial Services and MC Logistics Services ordered through **UPS My Choice®** Personal and Commercial Services, and to continue to charge such amounts to that payment method, when incurred, until You revoke Your authorization. You may change the payment method or revoke Your authorization by selecting the Payment Options section within Your UPS account profile and making any desired changes. It may take UPS up to 10 calendar days to process any change to or revocation of Your payment authorization.

(e) *UPS My Choice® Features*. Features of the **UPS My Choice®** Personal and Commercial Services and the MC Logistics Services available to You may vary based on the location of Your residence, Your method of enrollment, information provided by You, and Your agreement to applicable terms and conditions. As a result, UPS may provide limited access to some features of the **UPS My Choice®** Personal and Commercial Services and some MC Logistics Services (for example, You may be limited to receipt of package delivery alerts by email). You may be required to provide sufficient verification of identity before You are able to access Your account for the **UPS My Choice®** Personal and Commercial Services or certain features of the **UPS My Choice®** Personal and Commercial Services and MC Logistics Services (for example, the ability to reroute a shipment to another address). The specific features of the **UPS My Choice®** Personal and Commercial Services and the MC Logistics Services available to You are those displayed when You log in to Your account for the **UPS My Choice®** Personal and Commercial Services.

You may stop using the **UPS My Choice®** Personal and Commercial Services at any time and may terminate Your membership for the **UPS My Choice®** Personal and Commercial Services at any time by logging in to Your account for the **UPS My Choice®** Personal and Commercial Services, accessing Your **UPS My Choice®** preferences, selecting Managing My Membership(s), and electing to cancel Your membership(s). You may also terminate Your membership for the **UPS My Choice®** Personal and Commercial Services by contacting Your local UPS Customer Service contact number published online at UPS.com. However, UPS will not refund in whole

or in part the **UPS My Choice®** Premium Membership or **UPS My Choice® for Business** Premium Membership fees upon any termination.

(f) *MC Logistics Services.* The applicable MC4B Entity or MC Personal Entity (cumulatively, "MC Entity") reserves the right to refuse to provide any MC Logistics Services if it determines in its sole and unlimited discretion that doing so would pose a risk to UPSI, its employees, its operations or any third party.

(i) **Delivery Change Requests**. UPS may provide UPS My Choice Members access to Delivery Change Request services. Descriptions of Delivery Change Request services, including applicable fees and discounts (if any), available to You can be found in Your MC Terms. UPS My Choice Member fees for Delivery Change Request services will only apply when the Delivery Change Request is submitted through your UPS My Choice Member account at UPS.com and the Delivery Change Request service is performed during Your valid UPS My Choice Membership. If any Delivery Change Request requires a transfer or delivery of the shipment beyond the original delivery area for the original consignee address (the delivery address originally specified by the shipper) or a service level higher than the level selected by the shipper, additional transportation charges (including applicable surcharges) shall also apply as set forth in the MC Terms. The transportation charges (if any) will be calculated at the applicable rate between the original recipient address and the rerouted address in an amount indicated in connection with Your request. Due to the nature of Delivery Change Requests, original time of delivery guarantees and the UPS Service Guarantee/Money Back Guarantee (to the extent made available by the applicable MC Entity in Your location or country/territory of residence) shall not apply to shipments subject to Delivery Change Request services. The applicable fee as a UPS My Choice Member for a Delivery Change Request will appear on Your invoice, but a different fee may be displayed when submitting a Delivery Change Request.

A. **Deliver to a UPS Access Point Location.** A UPS Access Point location is an independently owned and operated business designated by UPS where a consignee or other recipient may, where available in Your location or country/territory of residence, receive a shipment delivery. Deliver to a UPS Access Point Location is an MC Logistics Service changing the delivery address of a shipment sent to You to a UPS Access Point near You. Shipments that may be received for delivery at a UPS Access Point location are subject to restrictions, including, without limitation, in regards to weight and size and actual and declared value as set forth in the Guide to UPS Access Point locations available at UPS.com. Before releasing any shipment at a UPS Access Point location to You or another authorized recipient, You or the authorized recipient may be required to produce sufficient verification of the name and address of the consignee and also identification of the authorized recipient, including, without limitation, provision of government-issued identification. Notwithstanding that in some jurisdictions You may not be required to do so under applicable law, where a shipment is released to another authorized recipient (other than You), You represent and warrant that You shall notify, and obtain the consent of, the authorized recipient that any personal information provided to UPS will be processed by UPS for the purposes of identity verification and authorization and may be transferred to countries other than the country or territory in which UPS originally collected the information.

Notwithstanding the foregoing, any visit to a UPS Access Point location is at Your own risk. Any liability of UPS for lost, damaged or delayed packages shipped to a UPS Access Point location is subject to the limitations set forth herein and in the applicable MC Terms. For requests to hold for pickup at a UPS Access Point location, shipments will be held for ten (10) days (except in the United States, Canada, Mexico, and Puerto Rico, where they will be held for seven (7) days) before such shipments are returned to the sender (transportation charges will be assessed to the shipper if packages are returned to the shipper).

(ii) **On-Call Pick-Ups**. UPS will provide UPS My Choice for Business Premium Members an allocation of On-Call Pick-Ups without additional charge. See Your MC4B Terms for details on On-Call Pick-Ups and Your allocation. To qualify as an On-Call Pick-Up within Your allocation, the On-Call Pick-Up must be ordered using the UPS My Choice for Business dashboard available at ups.com and performed during Your valid UPS My Choice for Business Premium Membership. When ordering an On-Call Pick-up a fee will be displayed. If your order qualifies within your allocation, once performed it will be applied against Your allocation and all fees removed when invoiced.

(iii) **Delivery Windows**. UPS may provide UPS My Choice Members an estimated delivery window (typically a four hour window) for inbound shipments. By UPS establishing an estimated delivery window it is not guaranteeing delivery of the shipment during such window. UPS may provide UPS My Choice

Personal Members the ability to choose two hour delivery window for a shipment. If the window You select is confirmed by UPS, UPS guarantees to deliver the shipment in the selected window. If UPS is unable to deliver the shipment before the end of the confirmed window, your sole and exclusive remedy will be that UPS will not charge the fees for delivery in the confirmed window. UPS will have no liability for any damages based on its failure to deliver the shipment before the end of the confirmed window.

(iv) **Household Member Authorization.** The **UPS My Choice®** Household Member Authorization logistics service enables You to share Your benefits under the **UPS My Choice®** service with other members of Your household. A Household Member is a person who resides at the same address as You, has the same surname as You, and is related to You. To the extent made available by UPS in Your location or country/territory of residence, You may be permitted to add a Household Member. By using the MC Logistics Services for a package addressed to a Household Member associated with Your **UPS My Choice®** membership, You represent and warrant that You are authorized by such Household Member to complete activities relating to the Household Member shipment, including viewing progress of shipments, setting delivery alerts and specifying delivery instructions. You agree that You are obliged to obtain consent from each Household Member before You add such Household Member to Your **UPS My Choice®** membership and thereby share such Household Member's name and address with UPS.

(v) **Leave at Location Authorization.** The **UPS My Choice®** Leave at Location Authorization logistics service enables You to designate certain locations where You would like our driver to leave Your shipment. To the extent made available by the applicable MC Entity in Your location or country/territory of residence, if You select the Leave at Location service and specify that a shipment is to be left with a particular person, or if You select the Leave with Neighbor, Leave with Business Neighbor or Authorized Signature Release service, You accept that leaving the shipment in accordance with Your instruction will constitute delivery. You accept responsibility for any loss or damage to the shipment, as well as for any loss or damage caused by the shipment, even to third parties, after the shipment has been released according to Your instructions or, in the case of the Authorized Signature Release service, at the consignee's discretion. Leave at Location may not be available if the shipper has specified that an adult signature is required for Your shipment or if the shipper has excluded it as a delivery option.

(A). **Leave with Neighbor and Leave with Business Neighbor Authorization.** The **UPS My Choice®** Leave with Neighbor and **UPS My Choice® for Business** Leave with Business Neighbor logistics services enable You to have Your inbound shipments left with a neighbor or business within short/limited walking distance of the original recipient address. The applicable MC Entity may choose to honor, or not to honor, a request for **UPS My Choice®** Leave with Neighbor or **UPS My Choice® for Business** Leave with Business Neighbor logistics services in its sole and unlimited discretion. If You select the **UPS My Choice®** Leave with Neighbor or **UPS My Choice® for Business** Leave with Business Neighbor logistics service for a shipment (to the extent made available by the applicable MC Entity in Your location or country/territory of residence), the following provisions apply: (i) UPS will ask You to provide at least the following information about Your neighbor/business neighbor: company name or contact name and address; (ii) You agree that You are obliged to inform any neighbor/business neighbor whom You nominate that their data will be processed for the purpose of delivery of Your inbound shipments, and to obtain consent from any neighbor/business neighbor before You share such neighbor/business neighbor's identifying information with UPS and allow UPS and the MC Entity to communicate with such neighbor/business neighbor; and (iii) You represent and warrant that You are authorized by such neighbor/business neighbor to share such details. You remain responsible for the information that You provide, including any information regarding Your neighbor/business neighbor. You are also obliged to inform any neighbor/business neighbor whom You nominate that (i) the MC Entity is the data controller of such neighbor/business neighbor's personal information, which will be processed by the MC Entity for the above purpose, and (ii) such neighbor/business neighbor will have the right to access their personal information and correct it. If UPS is informed by You or Your neighbor/business neighbor that Your neighbor/business neighbor does not wish to receive shipments for You, UPS will take reasonable steps, as are available to UPS at the time, to have the applicable MC Entity comply with this request.

(B). **Authorized Shipment Release Authorization.** The **UPS My Choice®** Authorized Shipment Release logistics service enables You to give authorization for the MC Entity to deliver shipments without a signature for drop-off when an authorized person will not be available to sign in person. By selecting the Authorized Shipment Release service, You expressly authorize the MC Entity to release shipments addressed to You at Your address when no one is present to receive the delivery, and You represent and warrant that

You are duly authorized to permit the shipment to be left at the chosen location. The MC Entity will only make one delivery attempt and will not obtain a signature upon delivery. An MC Entity delivery record constitutes conclusive proof of delivery. By selecting the Authorized Shipment Release service, You accept that the shipment will be released at the location agreed by You. You accept any subsequent responsibility and liability for any loss or damage to the shipment, as well as for any loss or damage caused by the shipment, even to third parties, after it has been released at the address. The MC Entity retains sole and unlimited discretion to honor Your Authorized Shipment Release request (and may not do so, for example, due to delivery conditions such as adverse weather or safety concerns). Authorized Shipment Release may not be available if the shipper has specified that an adult signature is required for Your shipment or if the shipper has excluded it as a delivery option.

(vi) **Package Consolidation.** You may choose to instruct UPS to hold one or more of your shipments for consolidation and delivery on the same day to Your **UPS My Choice®** delivery address registered to Your **UPS My Choice®** membership.

(vii) **Delivery Intercept**. UPS may provide UPS My Choice for Business Members access to Delivery Intercept logistics services. Descriptions of Delivery Intercept logistics services, including applicable fees and discounts (if any), available to You can be found in Your MC Terms. UPS My Choice for Business Member fees for Delivery Intercept logistics services are only available to You when the Delivery Intercept request is submitted through your UPS My Choice Member account at ups.com and the Delivery Intercept logistics service is performed during Your valid UPS My Choice Membership. The applicable fee as a UPS My Choice Member for Delivery Intercept logistics services will appear on Your invoice, but a different fee may be displayed when submitting a Delivery Change Request.

(viii) **Pre-Arrival Notifications.** UPS may provide Pre-Arrival Notifications to UPS My Choice for Business Members. Pre-Arrival Notifications are text or email notifications of an impending shipment delivery sent at a designed time before the estimated delivery of a shipment (e.g., 15, 30, 45 and 60 minutes before estimated delivery). UPS does not guarantee a shipment will arrive by or at the estimated delivery time of a Pre-Arrival Notification. Not all shipments will qualify for Pre-Arrival Notifications. For example, Pre-Arrival Notifications are not available for UPS SurePost shipments and any shipment for which UPS is unable to establish a delivery commit time. Pre-Arrival Notifications will not be available if inbound shipment visibility is unavailable.

(ix) **Estimated Delivery Windows.** UPS may provide Estimated Delivery Windows to UPS My Choice for Business Members. An Estimated Delivery Window is an estimate for the delivery of a shipment, other than shipments for which the UPS My Choice for Business Member is the recipient, that are not shipped under a service level with a committed delivery time, but excluding UPS SurePost shipments. UPS does not guarantee a shipment will arrive by or at the estimated delivery time of an Estimated Delivery Window. Not all shipments will qualify for Pre-Arrival Notifications. The Estimated Delivery Window feature will not be available if outbound shipment visibility is unavailable.

(x) **Enhanced Customer Support.** UPS will provide UPS My Choice for Business Members Enhanced Customer Support through a toll free phone number accessible using a PIN UPS provides.

(g) *Communication Preferences.* You may inform UPS of Your preferences for communications generated by the **UPS My Choice®** Personal and Commercial Services ("Communication Preferences") by updating Your UPS account profile to reflect Your communication preferences. When using the **UPS My Choice®** service as a consumer, You may have other rights which vary by jurisdiction.

(h) *Authorization and Consent.* By using the **UPS My Choice®** Personal and Commercial Services to order MC Logistics Services, You represent and warrant that (i) You are (A) the shipper or (B) authorized by the shipper of a subject shipment to (I) alter the shipper's delivery instructions, including to redirect the delivery of a shipment to an alternative address, to authorize release of a shipment, to delay delivery, to change a service or service level selected by the shipper, or to reschedule delivery, and (II) receive advance notification and delivery information regarding a shipment, and (ii) You have obtained all other authorizations, permissions and consents necessary to order, utilize or receive the benefit of the MC Logistics Services.

(i) *Waiver of Protection under Postal Secrecy Laws*. You acknowledge that certain delivery options available as part of the MC Logistics Services may entail that information protected under postal secrecy laws that are applicable in Your jurisdiction becomes known to third parties (for example, a neighbor receiving a package addressed to You may take note of the fact that You received a package from a certain shipper). Insofar as Your use of the **UPS My Choice®** Services necessarily entails that information protected under any applicable postal secrecy laws concerning shipments addressed to You is or may accidentally be made known to third parties due to Your delivery directions, You waive Your protection, under those postal secrecy laws, with regard to such deliveries of shipments to You, by Your selection of such feature of the **UPS My Choice®** Services or the MC Logistics Services.

(j) *Limitation of Liability.* THE UPS PARTIES, IN RELATION TO BOTH THE **UPS MY CHOICE®** PERSONAL AND COMMERCIAL SERVICES AND MC LOGISTICS SERVICES, SHALL NOT BE LIABLE TO YOU FOR ANY LOSS, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON CONTRACT OR OTHERWISE, INCLUDING LIABILITY FOR LOSS OR DAMAGE TO A SHIPMENT, MISDELIVERY OR DELAYED DELIVERY, DELIVERY PURSUANT OR CONTRARY TO YOUR INSTRUCTIONS, SERVICES FOLLOWING YOUR INSTRUCTIONS OR WHEN FAILING TO FOLLOW YOUR INSTRUCTIONS. AN MC ENTITY UNDER THE APPLICABLE MC TERMS DOES NOT ACCEPT RESPONSIBILITY FOR PURELY ECONOMIC LOSSES, SUCH AS THE COST OF ANY ALTERNATIVE MEANS OF TRANSPORT, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF REVENUE. THE UPS SERVICE GUARANTEE/MONEY BACK GUARANTEE (TO THE EXTENT MADE AVAILABLE BY THE APPLICABLE MC ENTITY IN YOUR LOCATION OR COUNTRY/TERRITORY OF RESIDENCE) SHALL NOT APPLY TO PACKAGES SUBJECT TO THE MC LOGISTICS SERVICES, INCLUDING, WITHOUT LIMITATION, A CHANGE IN SERVICE LEVEL. ALL CLAIMS FOR LOSS OR DAMAGE OR DELAY SHALL BE NOTIFIED TO THE MC ENTITY IN ACCORDANCE WITH THE APPLICABLE MC TERMS BY THE ORIGINAL SHIPPER OR, WHERE REQUIRED UNDER APPLICABLE LAW, BY THE CONSIGNEE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE UPS PARTIES SHALL NOT BE HELD RESPONSIBLE FOR LOSSES THAT ARE (I) NOT DUE TO ITS NEGLIGENCE OR (II) DUE TO AN EVENT OF FORCE MAJEURE (AS DEFINED BY APPLICABLE LAW), IN REGARDS TO THE **UPS MY CHOICE®** PERSONAL AND COMMERCIAL SERVICES AND THE MC LOGISTICS SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE UPS PARTIES BE LIABLE FOR ANY LOSS, INCLUDING BUT NOT LIMITED TO LOSS, THEFT, ALTERATION OF, UNAUTHORIZED ACCESS TO, OR ACQUISITION OF, YOUR PERSONAL INFORMATION, OR OTHER SECURITY BREACH, COMPROMISE, OR INCIDENT INVOLVING YOUR PERSONAL INFORMATION, WHETHER BY THIRD PARTIES OR OTHERWISE, ARISING OUT OF OR RESULTING FROM MISUSE OR IMPAIRMENT OF THE SECURITY OF THE PERSONAL INFORMATION (INCLUDING BUT NOT LIMITED TO SECURITY ACCESS CODES OR HOLIDAY INFORMATION) THAT YOU PROVIDE TO UPS AND AN MC ENTITY TO ALLOW EACH TO RENDER THE **UPS MY CHOICE®** PERSONAL AND COMMERCIAL SERVICES AND THE MC LOGISTICS SERVICES TO YOU.

(k) *Indemnity.* You agree to indemnify, defend, and hold harmless the shipper and UPSI and its officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and lawsuits of any kind or nature arising from or relating to (i) Your improper or negligent use of the **UPS My Choice®** Personal and Commercial Services or the MC Logistics Services, (ii) Your non-compliance with applicable laws or regulations or UPS's or the MC Entity's requirements applicable to the **UPS My Choice®** Personal and Commercial Services or the MC Logistics Services, or (iii) Your failure to comply with the terms of this Agreement applicable to the **UPS My Choice®** Personal and Commercial Services or the applicable MC Terms.

(l) *Additional Country-specific Provisions***.**

(i) **France**. If You use the **UPS My Choice®** service in France:

Withdrawal right. Pursuant to Article L. 121-21-8, 12 of the French Consumer Code, You have no right of withdrawal.

Jurisdiction. All disputes and claims arising between the parties related to or arising from the **UPS My Choice®** service will be submitted to the courts determined under the conditions of the applicable law. In all other cases, You agree that all disputes and claims arising between the parties will be submitted to the courts of Paris. You are informed that You may, in any case, have recourse to conventional mediation or any alternative dispute resolution scheme.

(ii) **Germany**. If You use the **UPS My Choice®** Personal and Commercial Services in Germany:

General. Except for a redirection of the delivery of a package to an alternative address or for a change of a service or service level selected by the shipper, End User Rights Section 9.5(h) shall not apply to consumers using the **UPS My Choice®** Personal and Commercial Services for purposes other than business, trade or professional purposes.

Leave at Location Authorization. The first paragraph of End User Rights Section 9.5(f)(v) is replaced by the following provision:

(ii) **Leave at Location Authorization.** The **UPS My Choice®** Leave at Location Authorization logistics service enables You to designate certain locations where You would like our driver to leave Your shipment. To the extent made available by the MC Entity in Your location or country/territory of residence, if You select the Leave at Location service and specify that a shipment is to be left with a particular person, or if You select the Leave with Neighbor, Leave with Business Neighbor, or Authorized Signature Release service, You accept responsibility for any loss or damage to the shipment, as well as for any loss or damage caused by the shipment, even to third parties, after the shipment has been released according to Your instructions or, in the case of the Authorized Signature Release service, at the consignee's discretion. Leave at Location may not be available if the shipper has specified that an adult signature is required for Your shipment or if the shipper has excluded it as a delivery option.

Authorized Shipment Release Authorization. End User Rights Section 9.5(f)(v)(B) is replaced by the following provision:

(B). **Authorized Shipment Release Authorization.** The **UPS My Choice®** Authorized Shipment Release logistics service that enables You to give authorization online for an MC Entity to deliver shipments without a signature for drop-off. By selecting the Authorized Shipment Release service, You authorize the MC Entity to release shipments addressed to You at Your address when no one is present to receive the delivery, and You acknowledge that You are duly authorized to permit the shipment to be left at the chosen location. The MC Entity will only make one delivery attempt and will not obtain a signature upon delivery. By selecting the Authorized Shipment Release service, You accept that the shipment will be released at the location agreed by You. You accept any subsequent responsibility and liability for any loss or damage to the shipment, as well as for any loss or damage caused by the shipment, even to third parties, after it has been released at the address. The MC Entity shall use its reasonable efforts to honor Your Authorized Shipment Release request (and may not do so, for example, due to delivery conditions such as adverse weather or safety concerns). Authorized Shipment Release may not be available if the shipper has specified that an adult signature is required for Your shipment or if the shipper has excluded it as a delivery option.

Data Use for Deliveries to a UPS Access Point Location. Any information provided to UPS in relation to End User Rights Section 9.5(f)(i)(A) shall be used in accordance with the German Postal Data Protection Regulations (*Postdienste Datenschutzverordnung*).

Liability Limitations. End User Rights Section 9.5(j) (Limitations of Liability) shall not apply to customers in Germany and shall be replaced by the following provision:

(j) No MC Entity shall be liable for any loss, claim, liability, or damage of any kind, including but not limited to direct, indirect, consequential, special or exemplary damages, whether based on contract or otherwise ("Loss") arising out of, or resulting from, an MC Entity's liability in relation to the MC Logistics Services, including by following consignee instructions, failure to follow consignee instructions, delivery pursuant or contrary to

consignee's instructions, misdelivery, or delayed delivery. MC Entities do not accept responsibility for purely economic losses, such as the costs of any alternative means of transport, loss of profits, loss of business opportunities or loss of revenue. The UPS Service Guarantee/Money Back Guarantee (to the extent made available by the MC Entity in Your location or country/territory of residence) shall not apply to packages subject to the MC Logistics Services, including without limitation a change in service level. All claims for loss or damage or delay shall be notified to the applicable MC Entity in accordance with the Tariff by the original shipper.

(iii) **Italy**. If You use the **UPS My Choice®** Personal and Commercial Services in Italy:

Jurisdiction. Any dispute arising out of or in connection with the **UPS My Choice®** Personal and Commercial Services shall be governed by Italian law. Any dispute arising out of or in connection with Your use of the **UPS My Choice®** Personal and Commercial Services, including any question regarding the existence, validity, construction, performance or termination of the terms of this Agreement applicable to the **UPS My Choice®** Personal and Commercial Services or the applicable MC Terms, shall be exclusively referred to the Court of Milan.

Agreement. Pursuant to and by the effect of Articles 1341 and 1342 of the Italian Civil Code, You declare You have read, understood, and explicitly approve the following: End User Rights Section 9.5(h) (Authorization and Consent), End User Rights Section 9.5(f) (MC Logistics Services), End User Rights Section 9.5(j) (Limitation of Liability), End User Rights Section 9.5(k) (Indemnity), End User Rights Section 9.5(l)(iii) (Jurisdiction), General Terms and Conditions Section 6 (Suspension; Term and Termination), General Terms and Conditions Section 9 (Limitation of Liability), and General Terms and Conditions Section 12.9 (Compliance with Laws).

(iv) **Turkey**. If You use the **UPS My Choice®** Personal and Commercial Services in Turkey:

Disputes. If You are a resident of Turkey, any disputes, claims or causes of action arising out of or in connection with this Agreement as regards your use of the **UPS My Choice®** Personal and Commercial Services in Turkey shall be resolved by the competent Turkish consumer arbitral committee or consumer court.

(v) **United States of America**. If You use the **UPS My Choice®** Personal and Commercial Services in the United States of America:

UPS My Choice® Points. End User Rights Section 9.5(c)(ii) is replaced, and a new End User Rights Section 9.5(c)(iii) and (iv) are added as follows:

(ii) *UPS My Choice® Points*. When You use **UPS My Choice®** service to manage shipments to You, You may be offered an opportunity to participate in the **UPS My Choice®** Points program. The **UPS My Choice®** Points program is intended for personal use. Commercial use is prohibited. The **UPS My Choice®** Points program provides for eligible shipments a selection of one or more incentives for choosing certain logistics services, including changing Your delivery location or level of service or setting a residential shipment delivery preference ("Incentive"). UPS will determine for each shipment which, if any, are eligible for an Incentive. UPS has no obligation to provide an Incentive on any shipment and may suspend the provision of Incentives from time to time at UPS's discretion. When You select an Incentive, You may earn an associated perk at the successful completion of the logistics service associated with the Incentive (a "Point"). Incentives vary depending on factors such as a change in location or level of service and Your tier inside the **UPS My Choice®** Points program. Earned Points are usually added to Your **UPS My Choice®** Points program account within twenty-four (24) hours of the successful completion of the logistics service of the corresponding Incentive.

Points cannot be exchanged for cash, have no cash value, are purely promotional, and may only be redeemed for gift card(s) issued by a third party through a website operated by a vendor engaged by UPS ("Vendor Website") once You have accumulated the required amount of Points ("My Choice Reward"). Points do not expire, though Your ability to redeem Points may end if You un-enroll from **UPS My Choice®**, upon discontinuance of the **UPS My Choice®** Points program or Your **UPS My Choice®** Points program account, both as described below, or if Your registered

UPS My Choice® address changes to an address outside the United States of America. My Choice Rewards may change at any time, and You may only redeem Points for My Choice Rewards that are currently available. You must also have accumulated the minimum amount of Points required for a My Choice Reward in order to have the ability to redeem Points.

UPS MAY IMPOSE A LIMIT ON THE AMOUNT OF POINTS YOU CAN ACCUMULATE IN YOUR **UPS MY CHOICE®** POINTS PROGRAM ACCOUNT, AND ONCE YOU REACH THIS LIMIT, YOU WILL NOT BE ELIGIBLE TO EARN ADDITIONAL POINTS UNLESS YOU FIRST REDEEM EXISTING POINTS FOR A MY CHOICE REWARD. UPS WILL INFORM YOU IF THIS POINTS LIMIT IS REACHED. UPS MAY REQUIRE YOU TO EXCHANGE POINTS FOR MY CHOICE REWARDS (1) ONCE YOU HAVE ACCUMULATED A CERTAIN NUMBER OF POINTS, OR (2) IF YOU HAVE HAD NO ACTIVITY IN YOUR **UPS MY CHOICE®** POINTS PROGRAM ACCOUNT FOR TWELVE (12) MONTHS, PROVIDED THAT YOU HAVE ACCUMULATED THE MINIMUM AMOUNT OF POINTS REQUIRED FOR A MY CHOICE REWARD. IF YOU UN-ENROLL FROM THE **UPS MY CHOICE®** SERVICE, YOU WILL NO LONGER HAVE THE ABILITY TO REDEEM ANY POINTS THAT HAVE NOT BEEN REDEEMED FOR MY CHOICE REWARDS.

(iii) *Redemption Website*. Your access and use of the Vendor Website to manage Your Points and redeem them for My Choice Rewards is subject to the vendor's posted terms and conditions which are found at the Vendor Website. Each My Choice Reward may be subject to additional terms and conditions of the participating third-party merchant that has issued such My Choice Reward. To review such merchant's terms and conditions, click the "Terms and Conditions" link on the My Choice Rewards detail page at the Website.

(iv) *UPS My Choice® Points – Modification and Termination*. UPS reserves the right to change or modify the **UPS My Choice®** Points program, any or all Incentives under the program or any policy pertaining to the program, at any time, for any reason, including our right to change the redemption value of Points, merge **UPS My Choice®** Points with another program or adjust how Points are received, calculated or redeemed. UPS may discontinue or suspend the **UPS My Choice®** Points program as a feature of **UPS My Choice®** service at any time and for any reason. UPS may suspend or terminate, at its sole and absolute discretion, Your right to participate in the **UPS My Choice®** Points program for any reason, including if UPS believes You have violated or acted inconsistently with this End User Rights Section 9.5 or applicable law or acted in a manner harmful to UPS's interests, or no reason. Six (6) months after discontinuance of the **UPS My Choice®** Points program, termination of this Agreement, termination of Your right to access and use **UPS My Choice®** service, or termination of Your right to participate in the **UPS My Choice®** Points program, You will no longer be able to redeem Points. You agree that UPS will have no further obligation to You regarding any unredeemed Points once this six (6) month period has ended.

UPS reserves the right to cancel Your **UPS My Choice®** Points program account if Your account remains inactive for a period of two (2) years or more. Accordingly, once You begin participation in the **UPS My Choice®** Points program, if You do not receive Points by the successful completion of the logistics service of an Incentive You select within two (2) years after Your initial participation or the last recorded Incentive for which You received Points, UPS reserves the right to cancel Your **UPS My Choice®** Points program account. You understand and agree that cancellation by UPS of Your **UPS My Choice®** Points program account will result in all Points associated with that account being no longer available for redemption, and You shall not be eligible to earn and/or redeem further Points. If Your cancelled **UPS My Choice®** Points program account is reinstated after cancellation, UPS in its discretion may make any Points that you previously earned once again available for redemption. UPS has sole discretion to determine whether to reinstate Your account or any Points after cancellation.

The six (6) month period for redemption of Points described earlier in this Section 9.5(c)(iv) does not apply (A) if UPS cancels Your **UPS My Choice®** Points program account pursuant to the second paragraph of this Section 9.5(c)(iv) or (B) if you un-enroll from **UPS My Choice®** service.

The following as added as a new sentence at the end of End User Rights Section 9.5(d):

You understand that you have the right to receive 10 calendar days written notice if the amount of charges and fees to be charged to the payment method varies from the immediately preceding payment amount, but you agree to waive such notice if the new payment amount does not exceed the prior payment amount by more than the difference in the cost of services you requested since the last charge was processed to your payment method.

The following is added as a new paragraph at the end of End User Rights Section 9.5(d):

SUBJECT TO APPLICABLE LAW, INCLUDING WITH RESPECT TO LIABILITY FOR PERSONAL INJURY OR NON-WAIVABLE STATUTORY RIGHTS UNDER NEW YORK LAW, IN NO EVENT WILL THE UPS PARTIES BE LIABLE TO YOU WITH RESPECT TO THE **UPS MY CHOICE®** SERVICES, INCLUDING THE **UPS MY CHOICE®** POINTS PROGRAM, PARTICIPATION IN INCENTIVES AND THE REDEMPTION OF POINTS, OR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO UPS'S RECORDS, PROGRAMS OR SERVICES. YOUR SOLE REMEDY IS TO CEASE USE OF THE **UPS MY CHOICE®** SERVICES, INCLUDING THE **UPS MY CHOICE®** POINTS PROGRAM, AND REDEEM ALL ACCRUED POINTS.

A new End User Rights Section 9.5(d)(i) is added as follows:

(i) The MC Terms comprise, in increasing order of precedence, the UPS Tariff/Terms and Conditions of Service for Package Shipments in the United States located at <https://www.ups.com/us/en/help-center/legal-terms-conditions/tariff.page>; the UPS Rate and Service Guide located at <https://www.ups.com/assets/resources/media/en_US/retail_rates.pdf>, the description of the **UPS My Choice®** Personal and Commercial Services available at <https://www.ups.com/us/en/services/tracking/mychoice.page> and <https://www.ups.com/us/en/services/tracking/my-choice-for-business.page>, as applicable, End User Rights Section 9.5, and the Agreement to Arbitrate Claims, providing for binding arbitration of claims on an individual basis (except as otherwise provided), available at <http://www.ups.com/content/us/en/resources/ship/terms/claims-legal-action.html>, in effect at the time of the MC Logistics Services, each of which are expressly incorporated by reference into terms and conditions applicable to the **UPS My Choice®** Personal and Commercial Services. You expressly acknowledge having reviewed, understood and agreed to the UPS Tariff/Terms and Conditions of Service for Package Shipments in the United States, the UPS Rate and Service Guide, and the Agreement to Arbitrate Claims and accept their application.

A new paragraph is added to End User Rights Section 9.5(i) as follows:

An MC Entity may, at any time, in its sole and unlimited discretion and without prior notice, modify, suspend and/or discontinue all or part of the MC Logistics Services without liability to You or any third party.

End User Rights Section 10.3 is amended to include End User Rights Sections 9.5(c)(ii), (iii) and (iv).

9.6 *UPS® Branded Tracking Services.* If You are a resident of the United States when You enter into this Agreement, You also agree that the terms of the UPS® Branded Tracking Agreement available at <https://www.ups.com/assets/resources/media/en_US/branded-tracking.pdf> will govern Your use of the UPS® Branded Tracking service from UPS if UPS separately authorizes You to use such service.

9.7 *Radio Frequency Identification (RFID).* This End User Rights Section 9.7 applies to Your use of any "**UPS Enabled RFID Equipment**", which means, cumulatively, Owned RFID Equipment and Leased RFID Equipment. End User Rights Section 9.7(g) shall only apply to Leased RFID Equipment and not Owned RFID Equipment. "**Owned RFID Equipment**" means Qualified RFID Equipment You own and purchased through the UPS Digital Connections Program. "**Leased RFID Equipment**" means RFID equipment leased to You by UPS. "**Qualified Label Printers**" means third party equipment capable of printing or applying UPS RFID Labels that meet certain UPS specifications including having the UPS Firmware installed. **"Qualified RFID Equipment"** means Qualified Label Printers and any associated third party RFID readers, camera capture devices, and cellular equipment. "**UPS Firmware**" means proprietary UPS software installed on Qualified RFID Equipment that provides enhanced functionality when printing or reading UPS RFID Labels. **"UPS RFID Labels"** means shipping labels with integrated RFID tags You obtain from UPS.

(a) *Firmware License*. End User Rights Section 6 does not apply to UPS Firmware installed on Qualified RFID Equipment. You are granted a non-exclusive, non-transferable, limited license to use the UPS Firmware as installed on Qualified RFID Equipment solely in connection with the operation of the UPS Enabled RFID Equipment for its intended purpose. As between UPS and You, UPS retains all right, title, and interest in and to the UPS Firmware, including all intellectual property rights, and You may not copy, modify, reverse engineer, decompile, disassemble, or create derivative works of the UPS Firmware, in whole or in part, except as expressly permitted by applicable law, with no other rights or licenses granted, expressly or by implication, except as set forth herein.

(b) *Installation***.** You may request that UPS install certain of the UPS Enabled RFID Equipment ("**Installation Services**"). You will not, and will not hire a third party to, install UPS Enabled RFID Equipment that is an RFID reader. There will be no charge for UPS to provide the Installation Services unless otherwise agreed by the parties in a writing signed by UPS. As a material inducement to UPS for performing the installation services at no charge and as part of the lease of any Leased RFID Equipment, if any, You irrevocably and unconditionally covenant not to sue, and agree to release, waive, and hold harmless the UPS Parties from any and all liability, claims, demands, damages, losses, or expenses (including but not limited to property damage, personal injury, or economic loss) arising out of or resulting from the provision of the Installation Services, whether caused by negligence or otherwise. The Installation Services are provided and performed, "as is" without any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement. You assume all risks associated with the provision of the Installation Services, and agree to the fullest extent permitted under applicable law that the UPS Parties shall not be liable for any direct, indirect, incidental, consequential, or punitive damages related to the provision of the Installation Services. This limitation applies to all causes of action, whether in contract, tort (including negligence), strict liability, or otherwise.

(c) *Operational Data for Service Delivery*. UPS will provide You with reasonable access to location information for UPS RFID Labels printed from the Qualified Label Printers that are UPS Enabled RFID Equipment and applied to packages tendered to UPS. In exchange, You acknowledge that the UPS Firmware will provide information related to the operation of these Qualified Label Printers to UPS (**"Operational Data"**) including manifest information, such as carrier identification and tracking IDs, associated with the labels printed or applied by these Qualified Label Printers, and that the UPS Parties may use, reproduce, modify, and distribute Operational Data in support of package tracking, visibility, handling, shipping, transportation and related services, and to improve, develop and enhance UPS's logistics, network operations, analytics and service capabilities, and for internal business purposes consistent with the foregoing. The UPS Parties are not required to obtain further permission from You or provide attribution for use of such data.

(d) *Warranties*. You represent and warrant that: (a) You have obtained all necessary rights, consents, and authorizations for the UPS Firmware to transfer Operational Data to the UPS Parties and to permit the UPS Parties to use such data as contemplated in End User Rights Section 9.7(c); and (b) such disclosure and use will not (i) breach any agreement to which You are a party, or (ii) violate any applicable law, regulation, or order, including but not limited to data protection and privacy laws.

(e) *No Support and Maintenance***.** You shall be solely responsible for all support, maintenance, repairs, and operational costs associated with the UPS Enabled RFID Equipment and UPS will have no obligation to pay for such support, maintenance, repairs, and operational costs.

(f) *Disclaimer***.** Notwithstanding General Terms and Conditions, Section 9, the UPS Parties shall not be liable to You, Your Affiliates or Your and their contractors, or any other third-party for any damages arising out of or related to the use, possession, or performance of the UPS Enabled RFID Equipment, or any data or information transmitted through the UPS Enabled RFID Equipment, including but not limited to direct, indirect, incidental, consequential, special, punitive, or exemplary damages, even if the UPS Parties have been advised of the possibility of such damages, in excess of payments made to UPS for the lease of Section 9.7(g) in the twelve (12) month period preceding the action or event giving rise to Your claim. This limitation applies to all causes of action, whether in contract, tort (including negligence), strict liability, or otherwise.

(g) *Equipment Lease.* UPS will deliver Leased RFID Equipment as agreed by UPS and You at UPS's expense to a location agreed to by UPS and the You. You shall bear all risk of loss to the Leased RFID Equipment after its delivery. UPS hereby leases to You such Leased UPS Equipment, and You hereby lease from

UPS, such Leased RFID Equipment, for the fees set forth at <ups.com/RFIDequipmentterms> or its successor link (the "**RFID Terms Link**"), unless otherwise agreed by the parties in a writing signed by UPS. UPS may change these fees and post the new fee schedule at the RFID Terms Link at any time, in which case You will be charged the fees posted thereon and corresponding to the relevant timeframe; provided that no fee increases will be charged retroactively. There are no restrictions on use of the Leased RFID Equipment, provided You may not alter the Leased RFID Equipment or remove it from its initial installation location. The lease of this Section 9.7(g) shall commence on the date You accept delivery of the Leased RFID Equipment and shall continue on a month-to-month basis thereafter. Either UPS or You may terminate the lease of this Section 9.7(g) by providing thirty (30) days' written notice to the other. Upon termination of the lease of this Section 9.7(g), You, at UPS's option, shall either (A) promptly return the Leased RFID Equipment to UPS at Your sole expense or (B) allow representatives of UPS reasonable access to Your facilities during normal business hours to inspect, retrieve, and remove the Leased RFID Equipment. In either case the Leased RFID Equipment must be in the same condition as received by Lessee, normal wear and tear excepted.

The Leased RFID Equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. UPS retains title to the Leased RFID Equipment at all times. You shall not assign or sublet any interest in the Leased RFID Equipment or encumber the Leased RFID Equipment. You shall not permit the Leased RFID Equipment to be used by any third party, other than use by Your Affiliates and Your and their contractors in performing services for Your and their benefit. You shall immediately advise UPS regarding any notice of any claim, levy, lien, or legal process issued against the Leased RFID Equipment.

Included with Leased RFID Equipment having cellular data capabilities is cellular service for five (5) years. Contact UPS to learn when the initial five (5) cellular service period will end for any item of Leased RFID Equipment or if You desire cellular service past the initial five (5) year period.

(h) *Manufacturer Warranties.* THE SOLE WARRANTIES FOR UPS ENABLED RFID EQUIPMENT ARE PROVIDED BY AND THROUGH THE MANUFACTURERS OF UPS ENABLED RFID EQUIPMENT AS DESCRIBED HEREIN. EXCEPT FOR SUCH UPS ENABLED RFID EQUIPMENT MANUFACTURER WARRANTIES, THE UPS ENABLED RFID EQUIPMENT IS PROVIDED "AS IS" AND UPS PROVIDES NO WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, REGARDING THE UPS ENABLED RFID EQUIPMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Warranties, including technical support, for UPS Enabled RFID Equipment may be provided by its manufacturer. For Owned RFID Equipment, warranties are obtained directly from the manufacturer at the time of purchase. Contact the manufacturer directly to obtain more information on any warranties on Owned RFID Equipment. For Leased RFID Equipment, to the extent still subject to a manufacturer's warranty for hardware and managed cellular services that UPS can transfer to You, UPS hereby transfers whatever rights UPS may have with respect to such warranties to You. Contact UPS to obtain more information on any warranties on Leased RFID Equipment.

9.8 *UPS® Export Assure Services*. The UPS Export Assure Commodity Compliance service and UPS Export Assure Interactive Description of Goods service (the "**Export Assure Services**") provide information to facilitate cross-border shipping, which may be accessed through the UPS Export Assure Commodity Compliance API and the UPS Export Assure Interactive Description of Goods API, respectively (collectively, the "**Export Assure APIs**"). You understand that applicable laws, rules and regulations, including those related to import and export, are subject to change and may not be addressed by the Export Assure APIs and the Export Assure Services accessed therefrom, which are also subject to change at any time. Use of the Export Assure APIs and the Export Assure Services at Your own risk.

(a) *Commodity Compliance Guidance*. The UPS Export Assure Commodity Compliance Guidance service provides advice on whether a commodity in a shipment is prohibited by the destination country, or if additional documentation is required for the shipment to clear customs in the destination country. Suggestions and estimations of fees provided by the UPS Export Assure Commodity Compliance service and API (e.g., tariff classifications or related duties, taxes or fees) are not guaranteed, do not constitute legal advice, and may only be used for convenient reference.

(b) *Interactive Description of Goods*. The UPS Export Assure Interactive Description of Goods service provides advice guidance to check Your commodity description(s) and, if needed, ask questions to improve it in order to avoid customs delays. Suggestions provided by the UPS Export Assure Interactive Description of Goods service and API are not guaranteed, do not constitute legal advice, and may only be used for convenient reference.

(c) *Fees*. Your use of the Export Assure APIs may be subject to fees, as communicated to you by UPSI at the time You request access to the Export Assure APIs or otherwise enrolled in the service, whether directly with UPSI or through a third-party Service Provider, which are subject to change from time to time, and your use of the Export Assure Services following any such fee changes constitute your acceptance of such fee changes. The applicable fee(s) for access to the Export Assure Services or Export Assure APIs, if any, will appear on Your invoice and are subject to the UPS Terms and Conditions of Carriage/Service.

9.9 *UPS Track Alert and UPS Track Alert with Photo; Fees.* The UPS Track Alert and UPS Track Alert with Photo services (the "**Track Alert Services**"), which are made available through UPS Developer Kit APIs of the same name, provide access to push-based tracking alerts for 1Z tracking numbers corresponding to Tendered Shipments subscribed to the service through requests submitted through such APIs. The categories and accuracy of tracking alerts and Information provided through the Track Alert Services may vary and are not guaranteed. Your use of the Track Alert Services may be subject to fees, as communicated to you by UPSI or its designee (including third-party Service Providers through which the Track Alert Services are made available) at the time You request access to the Track Alert Services or otherwise enrolled in the Track Alert Services, whether directly with UPS or a third-party Service Provider, which fees are subject to change from time to time. Your use of the Track Alert Services following any fee changes constitutes your acceptance of such fee changes. The applicable fee(s) for access to the Track Alert Services, if any, will appear on Your invoice from the relevant member of UPSI (or if accessing through a Service Provider's Application, on Your Service Provider invoice, as determined by UPS in its reasonable discretion) and are subject to the UPS Terms and Conditions of Carriage/Service. In some cases, fees for access and use of the Track Alert Services may be charged to you through a third-party Service Provider for remittance to UPS; however, in such cases, your use of the Track Alert Services and agreement to pay the corresponding fees via such third-party Service Provider remain subject to these terms and the UPS Terms and Conditions of Carriage/Service.

9.10 *UPS® CommerceShield™.*

(a) *Description and Definitions.* The UPS CommerceShield service, which may be provided to You through the UPS CommerceShield API, utilizes UPS AI Tools' predictive analytics to provide, among other services, risk scoring information related to order characteristics, recipient information, address information, shipping behaviors, delivery-related signals, and other data submitted to the service, and which risk scoring information provided through the service may include risk scores for delivery outcomes, returns fraud, and chargebacks. An "**Order**" means a single purchase of the CommerceShield service, regardless of (i) the number of packages or shipments associated with that purchase, or (ii) whether such purchase is for Basic Order Scoring or Enhanced Order Scoring. When accessing the CommerceShield service, You may elect to use either (i) Basic Order Scoring or (ii) Enhanced Order Scoring. "**Enhanced Order Scoring**" means the CommerceShield service that provides access to the Enhanced Features (as defined in End User Rights Section 9.10(c) below), including the Score Guarantee. "**Basic Order Scoring**" means the CommerceShield risk-scoring service without any Enhanced Features and without the Score Guarantee.

(b) *Use Restrictions*. You agree that You may utilize the UPS CommerceShield service and API only in relation to actual shipments or packages in need of shipment for Your Internal Purposes. Neither You, nor any Service Provider on Your behalf, may use any information returned through the UPS CommerceShield service or API for purposes other than fulfilling such requests, including, without limitation, to develop, offer or sell separate products or services related to or based on such information. You and Your Service Provider(s) must discard any information returned by the UPS CommerceShield service or API upon completion of each communication session except to the extent retained for the uses explicitly permitted herein, including for Your own Internal Purposes. You shall not use the information returned by the UPS CommerceShield service or API, in whole or in part, for any purpose other than Your Internal Purposes or as expressly set forth herein without the express written consent of UPS.

(c) *Enhanced Features*. The "**Enhanced Features**" are those service features made available as part of Enhanced Order Scoring, including: (a) enhanced analytical outputs and tools, which may include supplemental data attributes, expanded dashboards, or other tools made available by UPS; (b) chargeback dispute templates and procedural guidance to assist You in supporting Your chargeback submissions; and (c) a limited performance guarantee tied to the CommerceShield output as further described in subsections 9.10(c)(ii)-(ix) below (the "**Score Guarantee**"). Notwithstanding the foregoing, UPS may terminate, suspend, or modify the Enhanced Features or Your eligibility for the same at any time, with or without prior notice to You.

(i) **Score Guarantee Eligibility**. For qualifying Orders for which Developer has elected Enhanced Order Scoring and not canceled such Order prior to fulfillment, UPS will provide the score guarantee described in End User Rights Section 9.10(c)(i)-(ix) (the "**Score Guarantee**"), subject to the eligibility requirements set forth therein and Your compliance with the terms and conditions of this Agreement. UPS may modify, suspend, or terminate Score Guarantee eligibility criteria at any time, provided that such changes shall not apply retroactively to any Order.

(ii) **Score Guarantee Definitions**. For purposes of this Section 9.10, the following definitions apply: (1) "**Product Not Received Dispute**" means a consumer-initiated chargeback stating a package was not received after the carrier recorded delivery; (2) "**Product Not as Described Dispute**" means a consumer-initiated chargeback alleging that the consumer received a different item than the item(s) ordered (e.g., incorrect SKU or materially different product shipped); and (3) "**Card Not Present Dispute**" means a consumer-initiated chargeback when a transaction is completed without the physical card present and the cardholder alleges that the transaction was unauthorized. For the avoidance of doubt, a Product Not as Described Dispute does not include disputes based on physical damage, loss in transit, or shipping conditions; dissatisfaction with quality, fit, appearance, functionality, authenticity, or merchant service; "item not as expected," "defective," or similar claims; or any other dispute not based on shipment of the wrong item.

(iii) **Optional Order-Level Election; Cancellation**. Enhanced Order Scoring may be elected on an Order-by-Order basis, provided that You may cancel Your election for an Order only prior to fulfillment of that Order. If You cancel, the Order will revert to Basic Order Scoring, and Developer will not be eligible for the Score Guarantee or any other Enhanced Features for that Order.

(iv) **What the Score Guarantee Covers**. UPS will, subject to the limitations in set forth in this Section 9.10, reimburse You up to the invoice value of all packages shipped in the applicable Order (exclusive of taxes, fees, and charges) for Your actual, documented losses directly resulting from an eligible chargeback on the Order, if all the following conditions are met: (1) You received a risk-scoring result from the CommerceShield service with a score of 700–1,000 for the Order no more than five (5) days before the shipment date; (2) You chose to fulfill and ship the applicable Order; (3) delivery was confirmed by a scanned receipt by the transportation carrier; (4) the end-consumer submits either a (A) Product Not Received Dispute, (B) Product Not as Described Dispute, or (C) a Card Not Present Dispute, in each case resulting in a chargeback; and (5) You file a claim with UPS in accordance with End User Rights Section 9.10(c)(vii) below. Notwithstanding the foregoing, UPS may impose additional terms and conditions at any time (including, without limitation, maximum claim amounts or aggregate limits), provided that any such changes will not apply retroactively, such that they will only apply to Orders scored after the effective date of such modification.

(v) **What the Score Guarantee Does Not Cover**. The Score Guarantee will not apply to any of the following: (1) physical damage to package contents; (2) physical loss of package contents in the course of transit (i.e., before delivery of the package is confirmed by a scanned receipt by the transportation carrier); (3) injuries to persons or indirect or consequential damages; (4) taxes, fees or other charges; (5) packages sent to locations outside of the United States; (6) any loss or damage arising from Your own actions, omissions, or misuse of the CommerceShield service, including inaccurate order or address information or fraudulent activity; and (7) any other loss or damage not expressly covered by End User Rights Section 9.10(c)(iv) above.

(vi) **The Score Guarantee Is Not Insurance**. THE SCORE GUARANTEE IS NOT INSURANCE. YOU UNDERSTANDS AND AGREE THAT THE SCORE GUARANTEE IS A LIMITED PERFORMANCE GUARANTEE TIED TO UPS'S PROPRIETARY SCORING MODEL AND IS PROVIDED ONLY AS PART OF THE ENHANCED FEATURES. You should protect against any risk of damage or loss of

transported goods with the appropriate insurance coverage, and You agree that You are solely responsible for obtaining all insurance coverage You believes is prudent or necessary.

(vii) **How to File a Score Guarantee Claim**. To make a Score Guarantee claim, You must: (1) fully complete a claim form via the appropriate UPSI claims portal (which, at the time of publishing these terms, is the UPS Capital claims portal currently located at online.upscapital.com/login, subject to change) or such other claims portal as may communicated to you by UPSI or Your Service Provider if accessing the UPS CommerceShield service through a Service Provider's Application, within 45 days of the applicable shipment date; and (2) provide any documentation or other information requested by UPSI (which may include information on the package(s) at issue. Your use of the UPS CommerceShield service, and substantiation of any loss and any other information that UPSI or may request). Any Score Guarantee payments will be issued via a payment method designated by UPSI.

(viii) **No Double Recovery; Offsets; Cooperation**. You will not be entitled to recover more than once for the same loss. You will promptly notify UPS of any amounts received, expected to be received, or sought by You from any third party in connection with an eligible chargeback (including chargeback reversals, processor reimbursements, platform protections, insurance, or similar recoveries). UPS may reduce any Score Guarantee payment by the amount of such recoveries, and Developer will promptly remit to UPS any such recoveries received after UPS has made a Score Guarantee payment, to the extent necessary to prevent double recovery. You will cooperate reasonably with UPS in connection with validation, documentation, and dispute/representment activities relating to eligible chargebacks.

(ix) **Dispute Resolution Services; Recovery Success Fee**. If UPS provides dispute templates, representment support, or other chargeback recovery assistance for an Order (the "**Dispute Services**"), and You receive a recovery (including a chargeback reversal or other reimbursement) relating to that Order, then You will pay UPS a success fee equal to 15% of the recovered amount, unless otherwise agreed in writing. UPS may invoice such fee or deduct it from Score Guarantee payments otherwise owed. You will provide reasonable documentation of recoveries and cooperate in reconciliation.

(d) *Fees*. Your use of the UPS CommerceShield service may be subject to fees, as communicated to you by UPSI at the time You requested access to the UPS CommerceShield service or API or otherwise enrolled in the service, whether directly with UPSI or through a third-party Service Provider through which access to the service is made available to You. By using the CommerceShield service, you agree to be bound by such additional terms and conditions and to pay the fees associated with your usage of the service. The applicable fee(s) for the CommerceShield service, access to the UPS CommerceShield API, or both, if any, will appear on Your invoice from the relevant member of UPSI (or if accessing through a Service Provider's Application, on Your Service Provider invoice, as determined by UPS in its reasonable discretion) and are subject to the UPS Terms and Conditions of Carriage/Service. In some cases, fees for access and use of the CommerceShield service may be charged to you through a third-party Service Provider for remittance to UPS; however, in such cases, your use of the service and agreement to pay the corresponding fees via such third-party Service Provider remain subject to these terms and the UPS Terms and Conditions of Carriage/Service.

9.11 *UPS DeliveryDefense™ Address Confidence.*

(a) *Description and Use Restrictions*. The UPS DeliveryDefense Address Confidence service ("**DeliveryDefense**"), which may be made available to You through the UPS DeliveryDefense Address Confidence API, utilizes predictive analytics to provide, among other things, risk scoring information related to specific address locations submitted to the service, which may include risk scores for delivery outcomes, returns fraud, and chargebacks, among others. The DeliveryDefense service may only be used in relation to actual UPS shipments or packages in need of shipment for Your own Internal Purposes. Neither You nor any Service Provider may use any information returned through the DeliveryDefense service or the UPS DeliveryDefense Address Confidence API for any other purpose, including, without limitation, to offer or sell Your or their own products and services related to or based on such information. You and Your Service Providers must discard any information returned by the DeliveryDefense service and UPS DeliveryDefense Address Confidence API upon completion of each communication session. You agree not to use the information returned through the DeliveryDefense service or by the UPS

DeliveryDefense API, in whole or in part, for any purpose other than as expressly set forth herein without the express written consent of UPS.

(b) *Fees*. Your use of DeliveryDefense, including access to the UPS DeliveryDefense Address Confidence API, may be subject to fees, as communicated to you by UPSI at the time You request access to the DeliveryDefense service, the UPS DeliveryDefense Address Confidence API, or otherwise enrolled in the service, whether directly with UPSI or through a third-party Service Provider; which are subject to change from time to time, and your use of DeliveryDefense constitutes your acceptance of such fee changes. The applicable fee(s), if any, will appear on Your invoice from the relevant member of UPSI (or if accessing through a Service Provider's Application, on Your Service Provider invoice, as determined by UPS in its reasonable discretion) and are subject to the UPS Terms and Conditions of Carriage/Service. In some cases, fees for access and use of the DeliveryDefense service may be charged to you through a third-party Service Provider for remittance to UPS; however, in such cases, your use of the DeliveryDefense service and agreement to pay the corresponding fees via such third-party Service Provider remain subject to these terms and the UPS Terms and Conditions of Carriage/Service.

9.12 *UPS Supply Chain Symphony®*

(a) *Description and Use Restrictions*. UPS Supply Chain Symphony is a logistics, information and analytics service made available by UPS that in part provides Information. Subject to Your, Customer's and all other individuals approved by UPS and authorized by Customer to use UPS Supply Chain Symphony to submit, access and use Information and UPS Symphony Data (**"UPS Symphony Users"**) compliance with the terms and conditions of the Agreement, UPS may provide You with access to UPS Supply Chain Symphony as an UPS Symphony User. You shall use UPS Supply Chain Symphony for Customer's and its Affiliates' sole benefit. UPS shall issue to You, or allow You to establish, unique credentials to access UPS Supply Chain Symphony. UPS Symphony User credentials may not be shared or re-assigned. You may only access UPS Supply Chain Symphony from computing devices located in the Permitted Territory. Customer shall ensure no UPS Symphony User is a UPS Competitor.

(b) *Obligations and Rights*. You will, and Customer will ensure that You: (i) maintain the secrecy and security of Your UPS Supply Chain Symphony credentials; and (ii) do not disclose them to any other party or allow any other party to use them to access UPS Supply Chain Symphony. Customer will be responsible for any use or access of UPS Supply Chain Symphony through use of Your credentials, whether such access was authorized or not. UPS will not be responsible and will have no liability for loss, damage, or other liability arising from Customer's failure to protect the confidentiality and security of the UPS Symphony User credentials. Customer will have sole responsibility for security and access control for the private network connection, if selected.

(c) *Rights as a UPS Symphony Administrator*. You may be designated as an UPS Supply Chain Symphony Administrator providing You access to the then current administration menu and those related administrative features of UPS Supply Chain Symphony, including the ability to create new UPS Symphony Users and designate any other UPS Symphony User as a UPS Supply Chain Symphony Administrator with identical rights as the first UPS Supply Chain Symphony Administrator. Customer shall be responsible for managing access to UPS Supply Chain Symphony by UPS Symphony Users through its UPS Supply Chain Symphony Administrator(s).

(d) *Order Only UPS Supply Chain Symphony Capabilities*. Certain capabilities of UPS Supply Chain Symphony are available only by executing a UPS Supply Chain Symphony Order Form ("UPS Symphony Order"). Each UPS Symphony Order will describe the capability, any additional terms related to that capability and fees, if any, to use such capability.

(e) *Customer Systems*. Customer acknowledges and agrees that Customer is solely responsible for the physical, logical, and technical security, back-up, archival, and recovery procedures, and safeguards for the servers, software, connectivity, and equipment operated, maintained, or provided by Customer and associated data contained therein, necessary for accessing and using UPS Supply Chain Symphony.

(f) *UPS Symphony Data License*. UPS will be entitled to rely upon any UPS Symphony Data without any obligation to identify or otherwise verify any person or entity that gains access to UPS Supply Chain Symphony by means of such UPS Symphony User credentials and provides such UPS Symphony Data. For clarity, UPS Symphony Data does not include data submitted by or on behalf of Customer and its Affiliates to UPS that is

Information originally generated by UPS and its Affiliates in providing transportation and transportation related services. Customer grants UPS a limited, non-exclusive, non-transferable, non-assignable, royalty-free license to use any and all UPS Symphony Data provided by or on behalf of You, Customer and its Affiliates to UPS in connection with UPS's provision of UPS Supply Chain Symphony as necessary to operate and maintain UPS Supply Chain Symphony, including without limitation, to configure, format and display UPS Supply Chain Symphony and to manipulate and display such UPS Symphony Data for the processing of transactions and shipments on behalf of Customer. Additionally, You and Customer grant UPS an unlimited, non-exclusive, transferable, assignable, royalty-free, irrevocable license to use the UPS Symphony Data, excluding personal information contained therein, to improve UPS Supply Chain Symphony and to develop or improve other UPS products or services and for such UPS Symphony Data to be used in or by any UPS product or service. "**UPS Symphony Data"** means any data provided to UPS in connection with its use of UPS Supply Chain Symphony including without limitation through use of UPS Symphony User credentials. UPS Symphony Data may include Personal Information.

(g) *Support Services.* Subject to Customer's and its UPS Symphony User's compliance with the terms and conditions of the Agreement, UPS will provide to Customer during the Term reasonable support via e-mail at scssymphonycommunications@ups.com. The goal of UPS will be to respond within a reasonable period of time to each e-mail request for support after the request is received.

(h) *UPS Supply Chain Symphony Fees.* UPS shall make UPS Supply Chain Symphony available to Customer as described herein without any fee, provided a UPS Symphony Order may condition access to and use of additional UPS Supply Chain Symphony capabilities upon Customer's payment of amounts designated in such UPS Symphony Order or on pricing notes or other documents made available to Customer. Unless the Customer and UPS have agreed differently in a UPS Symphony Order, UPS may change the UPS Supply Chain Symphony Fees upon thirty (30) days' written notice.

(i) *Term*. Unless the Customer and UPS have agreed differently in a UPS Symphony Order, Customer's right to access and use UPS Supply Chain Symphony will expire coincident with the last agreement between the Customer and UPSI for logistics and/or transportation services which are the object of the provided UPS Supply Chain Symphony services.

10 General; Miscellaneous

10.1 *UPS Hazardous Material Functionality.*

(a) *Restrictions.* You agree to use **UPS Hazardous Materials Functionality** (i) to facilitate the shipment of those dangerous goods and hazardous materials identified in Your Hazmat Service Agreement during the period such Hazmat Services Agreement is in effect and then (ii) only in those countries and territories set forth in Your Hazmat Service Agreement where hazardous materials service is available.

(b) *Disclaimer*. UPS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND THAT: (i) **UPS HAZARDOUS MATERIALS FUNCTIONALITY** WILL TRANSMIT THE NECESSARY INFORMATION TO UPS OR GENERATE THE NECESSARY DOCUMENTATION ERROR-FREE OR INTERRUPTION-FREE OR (ii) **UPS HAZARDOUS MATERIALS FUNCTIONALITY** COMPLIES WITH ANY APPLICABLE CONVENTIONS, MULTILATERAL AGREEMENTS, BILATERAL AGREEMENTS, DIRECTIVES, LAWS OR REGULATIONS PERTAINING TO THE TRANSPORT OF DANGEROUS GOODS BY AIR AND GROUND.

(c) *Indemnity.* YOU SHALL, AT YOUR SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS THE UPS INDEMNITEES FROM AND AGAINST ANY AND ALL DAMAGES INCURRED OR SUFFERED BY THE UPS INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH USE BY YOU AND/OR YOUR EMPLOYEES, AGENTS, OR CONTRACTORS OF **UPS HAZARDOUS MATERIALS FUNCTIONALITY**.

10.2 *Amendment to the End User Rights.* UPS reserves the right to modify the End User Rights in its sole discretion at any time by posting a revised version at

<https://www.ups.com/assets/resources/media/en_US/EUR.pdf> or otherwise making it available for Your review. Any modifications to these End User Rights, including without limitation any modifications to the warranty disclaimers or limitations of liability, will supersede the prior End User Rights for all use of the UPS Technology occurring after posting or availability of the modified End User Rights, and the continued use of UPS Technology after posting or availability of the modified End User Rights constitutes Your agreement to the modifications. Such modifications will not be effective as to Software. The Agreement current at the time You receive a particular version of the Software will govern Your use of such Software version at all times.

10.3 *Survival of Terms Upon Termination.* Notwithstanding the termination of this Agreement for any reason, the following Sections of this End User Rights will survive any such termination: End User Rights Sections 1.1(b), 1.1(c), 1.1(d), 1.3, 1.4, 3.3(d), 3.3(e), 3.3(f), 3.7(d), 3.7(e), 5.5(b), 5.5(c), 5.6(b), 5.6(c), 5.7(d), 5.8(b) (last sentence), 5.11 (last sentence), 6.2, 9.1(b), 9.4(c), 9.4(d), 9.5(j), 9.5(k), 9.7, 9.13(f), 10.1(b), and 10.1(c).

EXHIBIT A TO END USER RIGHTS

DEFINITIONS

The following defined terms are used in these End User Rights.

Administrator means a user authorized by Customer having the right to administer Your use of a UPS Technology.

API means Application Programming Interface.

API Technical Documentation shall mean the Technical Documentation that is the instructions, including any sample computer software code, for creating Interfaces to the UPS Developer Kit APIs made available by UPS and any Updates thereto, including without limitation, the TradeAbility API Guide, all of which are Trade Secrets of the UPS Parties.

APIList is defined in End User Rights Section 8.2(a).

Application(s) means Your software product(s) or website(s) that access a UPS Developer Kit API.

Billing Data means Information that is electronic billing information disclosed by UPS to You (or to an approved Service Provider, if applicable).

File Format means one or more of the file format(s) then available from UPS and mutually agreed to by UPS and You. Each file format(s) may be modified from time to time by UPS in accordance with this Agreement.

General Terms and Conditions means that portion of the Agreement You executed or clicked through. The clickthrough version of the General Terms and Conditions is included in this document.

Hazmat Service Agreement means an agreement entered between You and UPSI for the transportation of dangerous goods or other hazardous materials, including, without limitation, Agreement for Transportation of Hazardous Materials, Agreement for International Transportation of Small Packages of Dangerous Goods, Agreement for International Transportation of Dangerous Goods, Agreement for International Transportation of Dangerous Goods in Excepted Quantities, or Agreement for Transportation of Dangerous Goods in Excepted Quantities.

Interface(s) means the interfaces to the UPS Developer Kit APIs hosted at the UPS Systems developed by You in accordance with the API Technical Documentation and this Agreement.

Internal Purposes means Customer's use within its business (or if You are an individual, use as a consumer), to process and manage shipments tendered to UPSI for Your sole benefit, and not for the benefit of others. For clarity, Internal Purposes does not include the resale, distribution, redistribution or granting access to UPS Technology or Information to third parties, nor does it include use of any UPS Technology or Information when performing services as a Service Provider, unless UPS has allowed such use in a separate writing (e.g., a Data Exchange Order Form), or use of any UPS Technology or Information to provide transportation or logistics services to a third party.

LID means a designation assigned to a physical location.

Location System Account means a UPS CampusShip System Account that is associated with a Customer Location.

My Choice Enrollment Marketing Materials:









PLD means a set of identifying information for a package, also known as package level detail, defined and used by the UPS Parties in certain of the UPS Technology.

Security Elements means credentials issued by UPS and specific to You which enable limited access to the UPS Technology at UPS's sole discretion. Examples of Security Elements include the login ID and password for the UPS profile maintained at ups.com (formerly known as My UPS password and ID), the UPS Developer Kit API Developer's Key, UPS Developer Kit API Access Key and OAuth generated Client ID, Client Secret, Access Token and Refresh Token, which enable limited access to the UPS Developer Kit APIs hosted at the UPS Systems. For clarity, Your credentials associated with a third party credential provider (e.g., Facebook) and used for purposes of the single-sign on feature of UPS profile maintained at ups.com are not Security Elements.

Service Provider has the definition provided in the third paragraph of the General Terms and Conditions.

System Account means an access account for a UPS Technology assigned to a user of the UPS Technology.

Third Party Solution means any technology developed by a Person that is not a party to this Agreement and licensed to You, that is approved for distribution by UPS and provides access to the UPS Systems. UPS Ready Solutions that access the UPS Developer Kit APIs are a type of Third Party Solution.

UPS AI Tools has the meaning set forth in End User Rights Section 1.3 (UPS AI Tools; Disclaimer of Warranties).

UPS Access Point location means any UPS Access Point® services locations, which receive and hold packages shipped by UPS for pick-up by the ultimate consignee.

UPS Competitor means (a) any transportation logistics, visibility or analytics company; (b) any warehousing or distribution company; (c) FedEx Corporation, United States Postal Service, TNT Express N.V., DHL Express Germany GmbH, CMA CGM Group, Kuehne + Nagel International AG and Amazon.com, Inc.; or (d) any entity controlling, controlled by, or under common control with any of the entities in sections (a), (b) or (c) of this definition.

UPS Developer Kit APIs means all APIs to UPSI systems, whether or not identified by UPS as UPS Developer Kit APIs. The UPS Developer Kit APIs include, without limitation, those listed under "UPS Developer Kit APIs" in End User Rights Exhibit B.

UPSI means any or all of the subsidiaries and/or divisions of United Parcel Service, Inc.

UPS Bulk Data Service(s) refers to the data services identified as "UPS Bulk Data Services" in Exhibit B of the End User Rights.

UPS Indemnitees means the then current and former UPS Parties and their successors and assigns.

UPS Mobile App means any software applications provided by UPS that are designed to download to and run on a wireless mobile handset operating system (e.g., the Apple iOS or Google Android) and access certain UPS Technology.

UPS Ready Solution(s) means any software product(s) or hosted service(s) UPS has approved for distribution and has designated as a "UPS Ready Solution" that include Interfaces to the UPS Systems and are licensed or made available by a non-UPSI Person.

UPS Terms and Conditions of Carriage/Service means the document(s) in a country or territory describing UPS services for small package shipments and freight movements available from that country or territory, terms and conditions for such services and fees for such services. UPS Terms and Conditions of Carriage/Service for many countries and territories can be found at the page for that country or territory at UPS.com. For example, in the United States, the UPS Terms and Conditions of Carriage/Service are comprised of: (a) the UPS Tariff/Terms and Conditions of Service for Package Shipments in the United States located <https://www.ups.com/us/en/help-center/legal-terms-conditions/tariff.page>; (b) the UPS Rate and Service Guide located at <https://www.ups.com/assets/resources/media/en_US/retail_rates.pdf>; and (c) the UPS Air Freight Terms And Conditions Of Contract For UPS Air Freight Services In The United States, Canada, And International located <https://www.ups.com/us/en/help-center/legal-terms-conditions/air-freight.page>.

UPS Websites means <https://www.ups.com/> ("UPS.com") and any other Internet website controlled or operated by the UPS Parties or accessed through UPS Technology.

Vendor User means an employee of a Customer third party supplier or vendor authorized by Customer to access and use UPS CampusShip technology for the benefit of Customer through a System Account established by Customer for such Vendor User, where such System Account is associated with a Vendor location and restricted to shipping to a pre-defined list of Customer Locations.

EXHIBIT B

UPS Technology

Below is a list of the UPS Technology as of the effective date of these End User Rights. UPS may delete or add to the UPS Technology from time to time either by updating this list or by making such technology available to you directly or through a Service Provider or another member of the UPS Group subject to the terms and conditions of this Agreement. Use of additional UPS Technologies will be subject to the applicable sections of this Agreement.

UPS Developer Kit APIs

UPS Tracking API
UPS Rating API
UPS Estimated Landed Cost Quoting API
UPS Address Validation API
UPS Time in Transit API
UPS Shipping API
UPS Signature Tracking™ API
UPS Locator API
UPS Quantum View™ API
UPS Pickup API
UPS Pickup Notification Preferences API
UPS Delivery Intercept™ API
UPS Forwarding API
UPS TradeAbility™ API
UPS Electronic Manifest Service
UPS Promo Discount API
UPS Account Validation API
UPS Smart Pickup™ API
UPS Smart Pickup Account Management API
UPS Open Account API
UPS Paperless™ Document API
UPS Customer Visibility Interface Solution API
UPS Customized Alert Retail API
UPS Retail Application API
UPS Returns Manager API
UPS My Choice® Eligibility API and
UPS My Choice® Enrollment API
UPS Locator API for UPS Access Point Locations
UPS Incremental PLD API
UPS Pre-Notification API
UPS Dangerous Goods API
UPS Track Alert™ API
UPS Track Alert™ with Photo API
UPS RFID Encoder API
UPS Export Assure Commodity Compliance Guidance API
UPS Export Assure Interactive Description of Goods API
UPS DeliveryDefense™ Address Confidence
UPS CommerceShield™ API
UPS Customs Detail API
UPS SCS Transportation API
UPS SCS Inventory API
UPS Lab Logistics API
UPS Trade Direct API
UPS Global Checkout API
UPS WorldEase Shipment Management API
UPS Supply Chain Symphony® Data Ingestion TMS/WMS API
UPS Supply Chain Symphony® Data Extraction TMS/WMS API

Web Accessed UPS Technologies

UPS CampusShip™ technology
UPS PLD Certification Tool
Quantum View™ Data Service
Quantum View Manage™ Service
Quantum View Manage™ for Importers Service
UPS Claims on the Web Service
UPS Returns Manager
UPS Billing Technology
UPS Billing Center
UPS.com™ Shipping (UPS Internet Shipping)
UPS.com Tracking (including Signature Tracking) (small packages/air freight)
UPS.com Calculate Time and Cost (small packages/air freight)
UPS.com Void a Shipment
UPS.com Order Supplies
UPS.com Forms for Export
UPS.com Find Locations
UPS Service Center Locator Maintenance Service
UPS TradeAbility™ services
UPS Retail Package Drop Off
UPS Paperless™ Invoice/Paperless Document Setup Process
UPS Schedule a Pickup (small packages/air freight)
UPS Hundredweight Service™ (CWT) Rating
UPS.com Alert Customization Tool
UPS.com Manage Inbound Charges
UPS Supply Chain Solutions Symphony®
UPS Trailer Reservation System
UPS Virtual Assistant
UPS Essential Tier Portal

UPS Software

UPS WorldShip® software
UPS WorldShip Migration Assistant Tool
UPS CrossWare software
UPS CampusShip™ Scheduled Import Tool
UPS UPSlink software
UPS File Download for Quantum View™ software
UPS Locator Plug-In for UPS Access Point Locations
UPS: International Shipping Plug-in
UPS External Address Book Plug-In
UPS Thermal Printer Plug-In

UPS Bulk Data Services

UPS Data Exchange Services:
- Delivery by EDI
- Delivery by FTP
- Delivery by Physical Media

UPS Locator APList File for UPS Access Point Locations
UPS Host Manifest Upload Service
UPS® Email Invoice

UPS Value Added Services and Equipment-Based Services

UPS Customized Alerts Functionality
UPS.com™ Marketplace Shipping
Quantum View Notify™ Service
UPS My Choice® for Business
UPS My Choice® service
UPS Branded Tracking
UPS Enabled RFID Equipment
UPS Export Assure Services
UPS DeliveryDefense™ Address Confidence
UPS Track Alert and Track Alert with Photo
UPS CommerceShield™

EXHIBIT C

Permitted Territory

UPS Technology	Permitted Territory
UPS Developer Kit APIs	All countries and territories but the Restricted Territory
Web Accessed UPS Technologies	All countries and territories but the Restricted Territory
UPS WorldShip® software	All countries and territories but the Restricted Territory
UPS® CrossWare software	All countries and territories but the Restricted Territory
UPS CampusShip™ Scheduled Import Tool	All countries but Angola, Anguilla, Antigua and Barbuda, Armenia, Aruba, Barbados, Belarus, British Virgin Islands, Brunei, Cambodia, Curacao, Dominica, Fiji Islands, Georgia, Grenada, Guadeloupe, Guam, Guernsey, Guinea, Guyana, Haiti, Iceland, Iraq, Jamaica, Jersey, Laos, Lebanon, Libya, Liechtenstein, Macedonia, Madagascar, Malawi, Mali, Mauritania, Monaco, Montserrat, Nepal, Reunion, Senegal, Sint Maarten, St. Kitts & Nevis, St. Lucia, St. Vincent and the Grenadines, Suriname, Tanzania, Trinidad & Tobago, Ukraine, Uzbekistan and the Restricted Territory
UPS® UPSlink software	All countries and territories but the Restricted Territory
UPS® File Download for Quantum View™ software	United States
UPS® Locator Plug-In for UPS Access Point Locations	Canada, Italy, Mexico, Poland, Puerto Rico, United Kingdom and United States
UPS: International Shipping Plug-in	Canada, Mexico, and United States
UPS® External Address Book Plug-In	All countries and territories but the Restricted Territory
UPS® Thermal Printer Plug-In	All countries and territories but the Restricted Territory
UPS WorldShip Migration Assistant Tool	Canada, China, Germany, Mexico, United Kingdom, and United States
UPS Data Exchange Services	As designated in the applicable data exchange order form
UPS® Locator APList File for UPS Access Point Locations	All countries and territories but the Restricted Territory
UPS® Host Manifest Upload Service	United States
UPS® Email Invoice	Australia, Austria, Belgium, Brazil, Canada, Czech Republic, Denmark, Finland, France (including overseas collectivity of France), Germany, Hong Kong, Hungary, Ireland, Italy, Japan, Mexico, Netherlands (including Bonaire, Saba, and Sint Eustatius), Norway, Poland, Portugal, Singapore, South Korea, Spain, Sweden, Switzerland, Thailand, United Kingdom, and United States
UPS® Customized Alerts Functionality	Austria, Belgium, Canada, Denmark, France (including overseas collectivity of France), Germany, Italy, Mexico, Netherlands (including Bonaire, Saba, and Sint Eustatius), Poland, Puerto Rico, Spain, United Kingdom, and United States
UPS.com™ Marketplace Shipping	Canada, China, France (including overseas collectivity of France), Germany, India, Italy, Japan, Spain, United Kingdom, and United States
Quantum View Notify™ Service	All countries and territories but the Restricted Territory
UPS My Choice® for Business	Albania, Algeria, Angola, Argentina, Australia, Austria, Azerbaijan, Bahamas, Bahrain, Bangladesh, Belgium, Bermuda, Bolivia, Bosnia & Herzegovina, Brazil, Bulgaria, Burundi,

UPS Technology	Permitted Territory
	Cameroon, Canada, Cayman Islands, Chile, China, Colombia, Costa Rica, Croatia, Cyprus, Czech Republic, Democratic Republic of the Congo, Denmark, Djibouti, Dominican Republic, Ecuador, Egypt, El Salvador, Estonia, Ethiopia, Finland, France, Germany, Ghana, Gibraltar, Greece, Guatemala, Honduras, Hong Kong, Hungary, India, Indonesia, Ireland, Israel, Italy, Ivory Coast, Jamaica, Japan, Jordan, Kazakhstan, Kenya, Kuwait, Latvia, Lithuania, Luxembourg, Macau, Malawi, Malaysia, Malta, Mauritius, Mexico, Moldova, Morocco, Mozambique, Netherlands, New Zealand, Nicaragua, Nigeria, Norway, Oman, Pakistan, Panama, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Romania, Russia, Rwanda, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Tanzania, Thailand, Trinidad & Tobago, Tunisia, Turkey, Uganda, Ukraine, United Arab Emirates, United Kingdom, United States, United States Virgin Islands, Uruguay, Venezuela, Vietnam, Zambia, and Zimbabwe.
UPS My Choice® service	Albania, Algeria, Angola, Argentina, Australia, Austria, Azerbaijan, Bahamas, Bahrain, Bangladesh, Belgium, Bermuda, Bolivia, Bosnia & Herzegovina, Brazil, Bulgaria, Burundi, Cameroon, Canada, Cayman Islands, Chile, China, Colombia, Democratic Republic of the Congo, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Djibouti, Dominican Republic, Ecuador, Egypt, El Salvador, Estonia, Ethiopia, Finland, France, Germany, Ghana, Gibraltar, Greece, Guatemala, Honduras, Hong Kong, Hungary, India, Indonesia, Republic of Ireland, Israel, Italy, Ivory Coast, Japan, Jordan, Kazakhstan, Kenya, South Korea, Kuwait, Latvia, Lithuania, Luxembourg, Macau, Malawi, Malaysia, Malta, Mauritius, Mexico, Moldova, Morocco, Mozambique, Netherlands, New Zealand, Nicaragua, Nigeria, Norway, Oman, Pakistan, Panama, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Romania, Russia, Rwanda, Saudi Arabia, Serbia, Singapore, Slovenia, South Africa, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Tanzania, Thailand, Tunisia, Turkey, U.S. Virgin Islands, Uganda, Ukraine, United Arab Emirates, United Kingdom, United States, Uruguay, Venezuela, Vietnam, Zambia, and Zimbabwe
UPS Supply Chain Symphony	All countries and territories but the Restricted Territory
UPS Enabled RFID Equipment	United States only
UPS Export Assure Services	Argentina, Austria, Australia, Belgium, Canada, , Chile, China, Colombia, Costa Rica, Czech Republic, Denmark, Dominican Republic, Finland, France, Germany, Hong Kong, Hungary, India, Indonesia, Ireland, Italy, Japan, Luxembourg, Malasia, Mexico, Netherlands, Norway, Philippines, Poland, Puerto Rico, Portugal, Singapore, Spain, South Korea, Sweden, Switzerland, Thailand, Taiwan, United Kingdom United States, Vietnam.
UPS DeliveryDefense™ Address Confidence	United States only
UPS Track Alert and Track Alert with Photo	All countries and territories but the Restricted Territory
UPS CommerceShield™	United States only
UPS Essential Tier Portal	United States only

INFORMATION AND GENERAL USE POLICIES
(IGUP Version: 07012023)

These Information and General Use Policies provide additional terms and conditions for the use of UPS Technology and Information obtained through use of the UPS Technology under the UPS Technology Agreement. These Information and General Use Policies are incorporated by reference into the UPS Technology Agreement <https://www.ups.com/assets/resources/media/en_US/UTA.pdf>. Capitalized terms used but not defined in these Information and General User Policies shall have the meanings set forth in the General Terms and Conditions or End User Rights of this Agreement.

1 Information Access and Use.

1.1 *Restrictions on Information.*

(a) *Information Use*. You may use Information (excluding Service Provider Information and 3PL Information) for Your own Internal Purposes. Without limiting the foregoing, You are not authorized to use Information to: (i) support any business primarily directed to offering transportation services or transportation information services to third parties; (ii) assist in service or rate negotiations, directly or indirectly, to secure transportation or logistics services from UPSI or any third party; or (iii) compare shipping rates or delivery times with the shipping rates or delivery times of any third party that is not a member of the UPS Parties. Information must not be altered and must be used in its entirety.

(b) *Disclosure.* You may not disclose Information other than as expressly authorized in this Section 1.1(b) and 1.2(b) below. You may disclose Information (excluding Service Provider Information and 3PL Information) to Your Affiliates and Persons having a bona fide interest in such Information (e.g., the shipper, consignee or third party payor), provided You ensure Your Affiliates and all other Persons who are recipients pursuant to this sentence agree to use and restrict access to Information in accordance with all restrictions of this Agreement. You are responsible for any use or disclosure of Information by Persons You permit to access Information. You may disclose, or direct UPS to disclose, Information to a Service Provider if (i) such Service Provider and You have entered into an agreement naming UPS as a third party beneficiary (if "third party beneficiary" is recognized under the law applicable to the agreement between You and the Service Provider) and restricting such Service Provider's use and disclosure of Information is consistent with these Information and General Use Policies and (ii) such Service Provider has been approved by UPS in writing. You shall remain fully liable to UPS for any acts or omission of Your Service Provider, which, if such acts or omission were taken by You, would have been in violation of this Agreement.

(c) *Disclaimer*. Without limiting the generality of any disclaimers in this Agreement, UPS does not warrant that Information will be accurate or that use of Information will be compliant with any applicable laws, rules and/or regulations including, without limitation, any laws, rules or regulations requiring paper invoices or relating to V.A.T. taxes.

1.2 *Additional Restrictions on Services Provider Information and 3PL Information.*

(a) *Restrictions on Service Provider Information and 3PL Information.* If You receive Service Provider Information or 3PL Information, You warrant that the UPS customer (e.g., the UPS Customers of 3PL Services) associated with such Information has authorized You to receive Information.

(b) *Use, Disclosure and Storage of Service Provider Information and 3PL Information.* You, when acting as a Service Provider, agree: (i) to use Service Provider Information and 3PL Information solely for the Internal Purposes of the UPS customer associated with such Information; (ii) to disclose Service Provider Information and 3PL Information only to the UPS customer associated with such Information and to that UPS customer's customers; (iii) to store Service Provider Information and 3PL Information for each UPS customer You support separately and not commingle or combine such Information with any other data, whether in electronic form or otherwise; and (iv) to have in place appropriate technical, physical and organizational measures to protect such Service Provider Information and 3PL Information against accidental or unlawful destruction or loss, alteration, unauthorized disclosure, processing, or access. For clarity, but without being exhaustive of all prohibited uses, You may not (I) compare Service Provider Information or 3PL Information associated with any UPS customer and/or any customers

of the UPS customer between or among such Persons for any reason, (II) use Service Provider Information or 3PL Information for determination of original time of delivery guarantee or submission for the UPS Service Guarantee/Money Back Guarantee (to the extent made available in Your location or country/territory of residence), (III) use Service Provider Information or 3PL Information to assist, directly or indirectly, in service or rate negotiations with UPSI, or (IV) otherwise derive or develop information services or products that use Service Provider Information or 3PL Information (e.g., service and financial performance analytics services). As an exception to Section 1.2(b)(IV), Customer may provide data analysis services to a UPS Customers of 3PL Services using the 3PL Information associated with the UPS Customers of 3PL Services (e.g., a dashboard representing the UPS Customers of 3PL Services' shipments with all carriers manifested by Customer or calculating for a UPS Customer of 3PL Services its total transportation spend across all carriers, spend by carrier, shipments by type, origin or destination), provided Customer does not breach any other provision of this Section 1.2(b).

(c) *Deletion of Service Provider Information and 3PL Information.* You must destroy Service Provider Information and 3PL Information, as appropriate, associated with a UPSI customer at the earliest occurrence of the following: (i) Your services as a Service Provider or a provider of 3PL Services to the UPSI customer concludes, (ii) all Security Elements for the UPS customer are disabled or non-functioning, or (iii) fifteen (15) months after Your receipt of Service Provider Information or 3PL Information.

(d) *Indemnity.* You agree to, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising out of or in connection with use of, disclosure of, and failure to delete Service Provider and 3PL Information other than consistent with applicable restrictions under this Agreement, including unauthorized access to such Service Provider Information or 3PL Information by third parties.

(e) *3P/FC Rate Information*. You may also receive specific pricing terms and charges that apply to a UPS shipping account assigned by UPS to a UPS customer if You are authorized to ship third party billing or freight collect against that UPS customer's UPS Account ("3P/FC Rates"). The 3P/FC Rates are the Confidential Information of UPS and You agree not to (i) use the 3P/FC Rates for any purpose other than in connection with shipping with UPSI on behalf of such UPS customer, or (ii) disclose the 3P/FC Rates to any Person.

(f) *Digitized Signature Images.* Information may include digitized signature images. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising out of or in connection with Your processing, use or distribution of a digitized signature, or any portion thereof.

1.3 *Restriction Specific to Time in Transit™ Datafile.*

(a) *Additional Restrictions*. As additional restrictions or Information that is a Time in Transit™ Datafile ("TNT Datafile") provided by UPS to You through UPS Bulk Data Services, UPS hereby grants to You, and You accept, a non-exclusive, non-transferable, perpetual, limited license to install, load, operate and use a TNT Datafile, as well as any and all improvements, enhancements, modifications, revisions and updates thereto provided to You by UPS, which may only be available for an additional charge, on a single central processing unit located at an address approved in writing by UPS ("Authorized Site") for the sole purpose of calculating the estimated price and time of delivery of Tendered Shipments and further subject to the additional restrictions below.

(i) You agree to delete all copies of the prior version of a TNT Datafile immediately upon receipt of any such update. Your acceptance and use of the updated TNT Datafile shall constitute Your representation and warranty that You have deleted all prior copies of the TNT Datafile.

(ii) You agree that Your use of a TNT Datafile and any elements thereof shall be for informational purposes only. You shall not state or suggest to any third party that estimated delivery times derived from a TNT Datafile are guarantees of actual delivery times for UPSI's shipping services. Any such guarantees or other arrangements with respect to package movement and issues associated therewith are governed by Your shipping agreement with UPSI, if any, and the applicable UPS Terms and Conditions of Carriage/Service in effect at the time of shipment.

(iii) You agree that You will not use a TNT Datafile or any estimated delivery times therein for purposes of creating, using or presenting any comparison of a UPS service, UPS service level or rates for UPS services with the services, service levels or rates for services of any carrier or third party logistics company that is not a member of UPSI or an Affiliate of UPS, including comparisons within the same screen display, window, or browser, and automatic rules-based comparisons.

(iv) You agree that You shall not sublicense, license, rent, sell, loan, give or otherwise distribute all or any part of the TNT Datafile to any third party (other than a Service Provider approved in writing by UPS to receive a TNT Datafile), and that You shall not install, load, operate, modify or use a TNT Datafile on any computer system other than that located at the Authorized Site. Customer shall maintain all authorized copies of a TNT Datafile in secure environments and shall take any and all steps reasonably necessary to protect a TNT Datafile from unauthorized disclosure or release.

(v) You agree that You shall not modify or alter a TNT Datafile or any copy thereof, in whole or in part. You may not make more than one back-up copy of a TNT Datafile, which back-up copy shall be used solely for the purpose of allowing for the restoration of a TNT Datafile in the event the original TNT Datafile copy is damaged or destroyed.

(b) *Legend.* You shall cause the following legend to appear on the opening screen of any Application providing access to a TNT Datafile in a manner that will be visible to any user of the Application: "Notice: The UPS Time in Transit™ data file contained in or accessed by this software program is proprietary to UPS and is provided to the users of this software program under license. The UPS Time in Transit™ data file may not be copied, in whole or in part, without the prior written consent of UPS."

(c) *Conflict*. If any conflict arises hereunder between the rights granted and restrictions set forth in this Section 1.3(c) and other rights granted and restrictions on TNT Datafiles as Information under any other Section of this Agreement, this Information and General Use Policies Section 1.3(c) will control to the extent necessary to resolve such conflict.

(d) *Modifications*. TNT Datafiles may be modified by UPS to eliminate data pertaining to originating zip codes that do not correspond to Your shipping locations.

1.4 *Consent to Release of Quantum View Protected Information.*

(a) The UPS Technologies known as Quantum View Data Service, Quantum View Management Service, and Quantum View Management for Importers Service (collectively, "QV Technologies") may provide access to import and customs brokerage information or records referred to in 19 C.F.R., Parts 111 and 163 that are considered confidential under 19 C.F.R. 111.24 and any other applicable laws, including but not limited to entry data, merchandise quantities, values, tariff classifications, manufacturers or suppliers, duties, taxes and fees, shipping details, points of contact, addresses, and telephone numbers ("Quantum View Protected Confidential Information"). The QV Technologies may include the option to designate up to five recipients to receive reports containing Quantum View Protected Confidential Information ("Protected Reports"). You understand and agree that: (a) Your designation of a Person as a recipient of Protected Reports or (b) access rights granted to the QV Technologies by a QV Administrator to a Person through a Quantum View System Account is Your consent to UPS sharing Quantum View Protected Confidential Information with such Persons and is a waiver of Your right to any restrictions on the release by UPS, or any of UPS's agents or representatives, of Quantum View Protected Confidential Information or any other Information relevant to You, Your property or transactions relating to or included in such Protected Reports or the QV Technology under the laws of the particular jurisdiction or jurisdictions conferring such rights and governing You, Your property, transactions and such Protected Reports and QV Technology, including the Quantum View Protected Confidential Information therein.

(b) You have the option within the QV Technologies to delete such designated Person as a recipient of reports containing Quantum View Protected Confidential Information and, if You are a QV Administrator, to have a designated Person's access to the QV Technologies discontinued. Unless a designated Person is deleted as set forth in the previous sentence, such designated Person will continue to have access to the Quantum View Protected Confidential Information and the QV Technologies, as applicable. Your adherence to this Agreement shall operate as

and constitute written consent to the release by UPS or any of UPS's agents or representatives of Quantum View Protected Confidential Information or other information relevant to You, Your property, and transactions under or in connection with the QV Technologies. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees, arising out of or in connection with the release of Quantum View Protected Confidential Information relevant to You, your property and transactions under or in relation to the QV Technologies and this Agreement. It is solely Your responsibility to limit access to Quantum View Protected Confidential Information sent by or received from the UPS Technologies so that Persons, including, but not limited to, Your employees, cannot access, directly, indirectly or surreptitiously, the UPS Technologies or Quantum View Protected Confidential Information You do not intend or desire for them to access. You are solely responsible for any use of Quantum View Protected Confidential Information or the UPS Technology by Persons You permit to access Quantum View Protected Confidential Information or the UPS Technology. In the event a recipient You have designated to receive Protected Reports indicates to You that such recipient no longer wishes to receive such information, You shall immediately cease using the UPS Technology to direct UPS to send Protected Reports to such recipient. In no event shall UPS be liable for any failure or delay in the transmission or receipt of any Protected Reports.

2 General Usage Policies and Requirements.

2.1 *Messaging.* Certain UPS Technology provide You with the ability to send a message comprising Information related to a Tendered Shipment via e-mail or SMS text messaging to a recipient You identify. You agree to use the messaging service solely to communicate information related to, and only to send a message to a recipient affiliated with, that Tendered Shipment. You are solely responsible for the content provided by You and transmitted as part of any message. You shall not include in any message content which is unlawful, lewd, offensive, harassing, defamatory, libelous or injurious. In no event shall UPS be liable for any failure or delay in the transmission or receipt of the message. In the event a recipient informs You that such recipient no longer wishes to receive messages relating to Tendered Shipments, You shall immediately cease using UPS Technology to direct UPS to send messages to such recipient. You warrant that You have secured the informed and specific consent of the recipient of each message to receive such message and that the e-mail addresses and phone numbers You provide to UPS are accurate and controlled by the intended recipient of the message. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising out of or in connection with any breach of the warranties in the previous sentence.

2.2 *Use of PLD Obtained Email Addresses.* An optional field in PLD You provide to UPS for Your Outbound Shipments and Alternate Billed Shipments is the email address of the consignee ("PLD Email Address"). You acknowledge and agree that if You provide a PLD Email Address for a shipment, that UPS may send notifications related to the delivery of such shipment to its associated PLD Email Address. You warrant that You have secured the informed and specific consent of the individual associated with each PLD Email Address to receive notifications related to the delivery of such Outbound Shipment or Alternate Billed Shipment and that the PLD Email Addresses are accurate and controlled by the consignee for the shipments they are associated with when provided in PLD. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising out of or in connection with any breach of the warranties in the previous sentence.

2.3 *Audits.*

(a) *Information Audit*. UPS or its designee may carry out an audit, at a mutually agreeable date and time, at Your facilities to ensure Your compliance with Information and General Use Policies Article 1. Such audit will be conducted so as to reasonably minimize any disruption to Your operations. You agree to provide reasonable cooperation with UPS or its designee and reasonable access to facilities and applicable personnel necessary for such audit. You agree to respond promptly and appropriately to any inquiries from UPS or its designee related to any such audit.

(b) *Application Audit*. You must provide UPS access to an Application (as defined in the End User Rights) upon the request of UPS for the purpose of determining the Application's compatibility with the UPS Systems, and Your compliance with this Agreement and the applicable API Technical Documentation. If UPS determines such Application does not comply with the Agreement or the applicable API Technical Documentation,

or is not compatible with the UPS Systems, You must make all changes as requested by UPS, and UPS may require that You prevent access to and use of such Application until such time as UPS has provided You with written approval.

2.4 *Administrator Rights.*

(a) *Administrator*. Some UPS Technologies provide for an "Administrator", a user authorized by the Customer having the right to administer Your use of a UPS Technology. If You as Customer establish any user as an Administrator, You agree that You are responsible for the actions of such Administrator in its access to and use of the UPS Technology and for monitoring and terminating, when appropriate, such Administrator rights. You acknowledge and agree that any Administrator You appoint may designate any other user as an Administrator with identical rights as the first Administrator.

(b) *Suspension*. Your access rights to a UPS Technology having Administrators may be suspended at any time by UPS, Customer and/or an Administrator for the UPS Technology having Administrators, in their sole discretion, including, without limitation, by UPS for inactivity. Upon request, UPS may, at its sole discretion, reinstate Your account for the UPS Technology and allow continued access to and use of the UPS Technology pursuant to this Agreement. However, the reinstated UPS Technology Account may have no historical information at the time of reactivation. Your right to access the UPS Technology shall terminate automatically upon the expiration or termination of Customer's rights to use the UPS Technology, or termination of Your employment with Customer or authorization to access the UPS Technology on behalf of the Customer.

2.5 *Access to and Use of UPS Materials.*

(a) *Access in Compliance with the Agreement*. You may access and use UPS Materials in compliance with the terms of this Agreement. You may not use or access any UPS Materials in any way that, in UPS's reasonable judgment, adversely affects the performance or function of the UPS Materials or interferes with the ability of others to access UPS Systems and UPS Technology.

(b) *System Accounts*. Certain UPS Technology requires You to establish a System Account and Security Elements, such as an associated login ID and password. You shall only use Your assigned System Account and Security Elements when accessing the UPS Technology associated with that System Account. You are not permitted to access UPS Technology using the System Account and Security Elements assigned to any other Person. You may not disclose Your System Account or Security Elements to any other Person. Your right to access the UPS Technology associated with that System Account or Security Elements terminates automatically upon cancellation or deletion of Your System Account or Security Elements. YOU SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR AND, AT YOUR SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS THE UPS INDEMNITEES FOR ANY AND ALL DAMAGES INCURRED OR SUFFERED BY THE UPS INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF OR ACCESS TO UPS TECHNOLOGY AND ITS ASSOCIATED INFORMATION BY ANY PERSON THAT GAINS ACCESS THROUGH USE OF YOUR SYSTEM ACCOUNT OR SECURITY ELEMENTS, INCLUDING WITHOUT LIMITATION, ANY DIRECT OR INDIRECT USE OR ACCESS, WHETHER OR NOT AUTHORIZED BY YOU. An example of a System Account is Your UPS profile maintained at UPS.com.

(c) *Internet Reliance.* You acknowledge that the UPS Systems and UPS Technology may be accessed utilizing the Internet that is not under the control of UPSI. Accordingly, You agree that neither UPS nor UPSI shall be responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused by Your improper or incorrect use of the Internet or Your inability to access UPS SYSTEMS AND UPS TECHNOLOGY using the internet.

(d) *Outbound Links.* UPS Technology may contain links to Linked Sites. Access to these Linked Sites is provided solely as a convenience to You and not as an endorsement by UPS of the content on such Linked Sites. UPS makes no representations or warranties regarding the correctness, accuracy, performance, or quality of any content, software, service, or application found at any Linked Site. If You decide to access Linked Sites, You do so at Your own risk. UPS is not responsible for the availability of the Linked Sites. In addition, Your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, a Linked Site's privacy policy.

(e) *Automated Access*. Without limitation, and unless previously authorized by UPS in writing, any access to the UPS Systems or UPS Technology by automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality that itself is not UPS Technology licensed for such purposes hereunder is expressly prohibited.

(f) *Viruses*. You agree not to associate, input or upload to the UPS Systems or UPS Technology any virus, Trojan horse, worm, time bomb or other computer programming routines (i) that are intended to damage, interfere with, intercept or expropriate the UPS Systems or hosted UPS Technology or (ii) that infringe the intellectual property rights of UPSI or another.

(g) *Reverse Engineering*. You will not reverse engineer or attempt to extract source code from the Software, except to the extent that this restriction is expressly prohibited by applicable law.

2.6 *Information Warranty and Authorization.*

(a) *Warranty*. You represent and warrant that (i) You have the right to provide the information You transfer to UPS pursuant to this Agreement, (ii) any information You provide to UPS about Yourself pursuant to this Agreement is true, accurate, complete and current information, and (iii) You have provided appropriate notice to and if required under applicable law, obtained appropriate, voluntary, specific, informed, and effective consent from each data subject associated with any information You provide to UPS allowing for the processing of such information, including the transfer of such information to the United States or other countries or territories whose laws may not provide the same level of protection for the personal information as the laws of the country or territory of origin of such individual. You acknowledge and agree that UPS will not be required to investigate or question the validity or accuracy of any information You provide to UPS.

(b) *Authorization*. You hereby authorize and appoint UPS and UPS Supply Chain Solutions, Inc. and their Affiliates, successors and assigns to share records referred to in 19 C.F.R., Parts 111 and 163, including any documents, data, or information pertaining to Your business, with UPSI. UPSI, including without limitation, UPS and UPS Supply Chain Solutions, Inc., may engage a third party to provide routine and administrative business processes (e.g., bill generation, collections, banking, data imaging, and document storage), and You hereby provide UPSI with voluntary, specific, and informed consent to the release of documents, including those pertaining to Your business, for the purpose of the recipient performing such routine and administrative business processes. You acknowledge, consistent with the UPS Supply Chain Solutions, Inc. Terms and Conditions of Service, that You have the duty and are solely liable for maintaining all records required under the Customs and/or other laws of the United States and that this Agreement in no way requires UPSI to, and UPSI does not accept an obligation to, act as a "recordkeeper" or "recordkeeping agent" for You.

(c) *Reverse Engineering*. You will not reverse engineer or attempt to extract source code from the Software, except to the extent that this restriction is expressly prohibited by applicable law.

(d) *Use of Customer Logo.* Certain hosted UPS Technology can be customized by the addition of a graphics image. You hereby grant to UPS a worldwide, non-exclusive, royalty free license during the Term to use, reproduce, publish, perform and display Your name and/or designated trademark, logo or service marks that You provide to UPS (the "Logo") for use as part of the UPS Technology as accessed by You, other Customer employees and other users authorized by You (as applicable), and to issue sublicenses as reasonably necessary to accomplish this purpose. You agree to provide the Logo in the format and size designated by UPS. You warrant that You own all rights in the Logo and have the right to grant the Logo license granted herein.

2.7 *Address Matching.*

(a) *Identification of Inbound Shipments*. Certain UPS Technology identifies Inbound Shipments by matching the shipment's destination address to an address You provide for use in an address matching enabled service or through associating a LID with a shipment. You warrant that address information You provide is true, complete and accurate, that You shall, as soon as practical, inform UPS of any change in the address information You provide, and that You are authorized to obtain Information relating to packages delivered by UPSI to the address

You provide. You acknowledge and agree UPS Technology (1) may not identify and report all shipments tendered to UPSI for delivery to the address You provide or associated with a LID, (2) may identify and report shipments tendered to UPSI not intended for delivery to the address You provide or not intended for delivery to an address associated with a LID You use, and (3) may identify and report shipments You tender to UPSI to an unaffiliated third party through improper addressing, incorrect address matching by UPS Technology, or an incorrect LID associated to such shipment. Shipments identified under subsections (2) and (3) above shall be referred to hereafter as "Misdirected Inbound Shipments". Information associated with Misdirected Inbound Shipments may include the digitized signature image of a shipment recipient. UPS WILL ONLY BE LIABLE TO YOU IN CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE FOR ANY CLAIM OR DAMAGES BASED ON THE DISCLOSURE OF INFORMATION RELATED TO MISDIRECTED INBOUND PACKAGES.

(b) *Information Related to Misdirected Inbound Shipments*. Information received by You through the UPS Technology related to Misdirected Inbound Shipments is "Information." After You identify any Information concerning Misdirected Inbound Shipments, You agree not to disclose to any Person or use such Information for any purpose. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising out of or in connection with any breach by You of the previous sentence.

2.8 *Performance Metrics.* You shall not disclose or publish, without prior written consent from UPS, any performance or capacity statistics related to or the results of any benchmark test performed on the UPS Technology.

3 Shipping Using UPS Technology

3.1 *Applicability of Shipping Services Agreements.* Tendered Shipments manifested through UPS Technology under a UPS Account are subject to and governed by the then-current shipping services contract for the applicable UPS Account. ALL TENDERED SHIPMENTS, INCLUDING BUT NOT LIMITED TO, THOSE NOT SUBJECT TO A SHIPPING SERVICES CONTRACT, ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE UPS TERMS AND CONDITIONS OF CARRIAGE/SERVICE IN EFFECT AT THE TIME OF SHIPPING. You may not use any UPS Technologies to tender shipments as a Service Provider on behalf of a third party UPS customer unless UPS has first approved You to be a Service Provider for such UPS customer. All orders for services through the UPS Technologies are binding and final, subject to the applicable shipping services terms applicable to such orders. For clarity, all orders for freight services manifested through ups.com or other UPS Technology and which are provided by TFI International, Inc. or an Affiliate of TFI International, Inc., including, without limitation, TForce Freight® (individually and collectively, "TFI"), are subject to Your service agreement with TFI for such services and/or the then-current TFI service terms and conditions, as applicable, the latter of which is available at: <https://www.tforcefreight.com/ltl/apps/RulesTariffs>, or its successor link, such link provided here for convenience only.

3.2 *UPS Technology Provides Estimates of Shipping Fees.* Any fees for shipping provided by UPS Technologies at the time of manifesting are estimates. Actual charges are set forth in the effective UPS Terms and Conditions of Carriage/Service and any applicable written agreement with UPSI. Actual charges for a shipment and the estimated charges displayed by the UPS Technology at the time of manifesting may be different. Regardless of the charges presented by UPS Technology at the time of manifesting, the charges set forth in the effective UPS Terms and Conditions of Carriage/Service or any applicable written agreement with UPSI will control.

3.3 *Incomplete Information and Additional Charges.* If the information provided by You about a Tendered Shipment manifested through the UPS Technology is incomplete or inaccurate in any way, the applicable member of the UPS Parties may, but is not obligated to, complete or correct such information on Your behalf and to adjust the charges accordingly. You agree to pay all transportation charges, duties, taxes, surcharges, governmental penalties and fines, storage charges, customs charges incurred as a result of Your failure or that of the consignee to provide proper documentation or to obtain a required license or permit, charges that are pre-paid by the UPS Parties, the legal costs of the UPS Parties, and any other expenses that are assessed or incurred in connection with Tendered Shipments manifested through the UPS Technology (collectively, "Additional Charges"). If payment for Tendered Shipments manifested through the UPS Technology is made by use of a credit card or debit card, You expressly authorize the UPS Parties to assess and obtain any charges related to such Tendered Shipments, including without

limitation the Additional Charges, by use of the same credit card or debit card. In the event other billing options, such as, without limitation, third party billing options or Pay by Text, are available for Your use with the UPS Technology, You agree to guarantee payment of all charges, including any Additional Charges, related to Your Tendered Shipments in the event of nonpayment by the consignee or third party.

3.4 *Completion of a Shipping Transaction.* You agree that the payment method You select (e.g., payment card and UPS Account) may be charged for requested shipping services when You complete a transaction in a UPS Technology and are presented a label for printing, whether or not the label is subsequently printed, attached to a package and tendered to UPSI.

3.5 *Receipt of a Tendered Shipment.* The scanning by the UPS Parties of a Tendered Shipment's label constitutes the only conclusive evidence that the UPS Parties in fact received the Tendered Shipment for handling pursuant to the label.

3.6 *International Knowledge Base Capabilities.* The **UPS Shipping API**, **UPS.com Forms for Export**, **UPS Worldship® software**, and **TradeAbility Services** provide access to information that can be used to facilitate cross-border shipping (the "IKB Capabilities"). You understand that applicable laws, rules and regulations, including those related to import and export are subject to change, may not be addressed by the IKB Capabilities. The use of the IKB Capabilities is at Your own risk, and the IKB Capabilities may change or be updated without notice. Suggestions provided by IKB Capabilities (e.g., tariff classifications or related duties, taxes or fees) do not constitute legal advice to You or any other Person. Additional documentation not provided by IKB Capabilities may be required to clear Your international package through customs. Any estimation of fees may only be used for Your convenient reference. UPS does not guarantee the accuracy of any information (e.g., tariff classification) or estimates of fees (e.g., duties and taxes) provided by the IKB Capabilities. In no event will UPS be liable to any Person or entity for any direct, indirect, consequential, incidental or other damages under any theory of law for any errors in the information, forms, or features of the IKB Capabilities, even if You have advised UPS of the possibility of such damages. UPS EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE IKB CAPABILITIES.

4 Survival of Terms Upon Termination.

Notwithstanding the termination of this Agreement for any reason, the following Sections of these Information and General Use Policies will survive any such termination: Sections 1.1 - 1.2, 1.4(b) (fourth sentence), 2.1 (last sentence), 2.2 (last sentence), 2.3(a), 2.5(b) (fifth sentence), 2.7(a) (last sentence), and 3.6 (last two sentences).

EXHIBIT A

DEFINITIONS

The following defined terms are used in these Information and General Use Policies.

Administrator has the meaning set forth in Section 2.4(a) of these Information and General Use Policies.

3PL Information means Information You receive when performing the 3PL Purposes.

3PL Purposes means Customer's use within its business of providing third party logistics services to UPS shipping customer for 3PL Shipments. For clarity, the 3PL Purposes does not include the resale, distribution, or redistribution of UPS Technology to third parties.

3PL Shipment means for a UPS Customers of 3PL Services, those shipments manifested and tendered (i) to UPSI (A) by Customer for the benefit of the UPS Customers of 3PL Services, and (B) by a supplier of the UPS Customers of 3PL Services or a customer of the UPS Customers of 3PL Services at the instruction of Customer, in both cases above, tendered to UPSI under UPS Accounts assigned to the UPS Customers of 3PL Services, and (ii) to UPSI intended for delivery to Customer for the benefit of the UPS Customers of 3PL Services.

Linked Sites means third party web sites and resources linked to by URL's placed on the UPS Web Sites or UPS Technology.

Service Provider Information means Information you received when acting as a Service Provider.

UPS Customer(s) of 3PL Services means a UPS shipping customer that receives third party logistics services from Customer.