

GENERAL TERMS AND CONDITIONS
UPSPSIGTC06-013024

The provision of all consulting and professional services and products by either (i) United Parcel Service, Inc., an Ohio corporation or (ii) the entity identified on the Jurisdiction-Specific Terms Appendix attached to and incorporated herein for the applicable Jurisdiction of Client Establishment identified on the Client Agreement (“**UPS Customer Solutions**”) is governed by the Client Agreement entered between UPS Customer Solutions and the customer identified on the Signature Pages thereof (“**Client**”), which includes without limitation these General Terms and Conditions (the “**General Terms**”), any Applicable Terms, all Order Forms entered between UPS Customer Solutions and Client, the Jurisdiction-Specific Terms Appendix as applicable, and all schedules, exhibits, and addenda to any of the foregoing. These General Terms are hereby incorporated into, made to form a part of, and subject to the Client Agreement entered between UPS Customer Solutions and Client.

1. Definitions. Capitalized terms used herein but not defined have the meaning ascribed to such terms in the Client Agreement.

a. “**Affiliate**” means an entity or entities directly or indirectly controlling, controlled by, or under common control with a party to the Client Agreement. The term “control” as used in the immediately preceding sentence means the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares, partnership interests, membership shares, or similar evidence of ownership of such controlled entity.

b. “**Applicable Law**” means any applicable law (including those arising under common law), statute, regulation, rule, or any ruling of a court or other body of competent jurisdiction, reporting or licensing requirement, administrative determination, ordinance and other pronouncement having the effect of law of the United States (or the applicable Jurisdiction of Client Establishment identified on the Client Agreement), any foreign country, or any domestic or foreign state, county, city, or other political subdivision, including that promulgated, interpreted, or enforced by any governmental or regulatory authority.

c. “**Deliverables**” means all work produced or otherwise provided by UPS Customer Solutions under the terms of the Client Agreement, whether preliminary or final, whether identified on an Order Form or not, and on whatever media rendered, including, without limitation, all inventions, custom software (including any object or source code related thereto), works of authorship, any accompanying documentation, user manuals, instructions or specifications provided by UPS Customer Solutions in connection therewith, releases, creations, updates, expressions, improvements, enhancements, modifications, formulas, product development plans, solutions, research, patterns, devices, methods, drawings, schematics, processes, versions, specifications, objects, tools, operating instructions, and documentation, whether patentable or unpatentable, which are first conceived or made or first actually or constructively reduced to practice pursuant to the Client Agreement. For clarity, Deliverables do not and will not include any commercially available software of UPS Customer Solutions, its Affiliates or any third party, or any improvements, modifications, or Documentation related thereto.

d. “**Documentation**” means any written or electronic descriptions, instructions, or other documentation describing the operation or functionality of the UPS-CS Solutions that UPS Customer Solutions makes available to Client.

e. “**Personal Data**” means information in any form (including without limitation documents, computer files, audiovisual recordings or livestreams, recording of individuals on movie capturing devices, or any other form of information) that identifies or can be used to identify a natural person, directly or indirectly, including any customer, prospective customer, employee, or contractor of Customer. Personal Data includes “personal data” as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and includes ‘personal data,’ ‘personal information,’ ‘personally identifiable information,’ and similar terms as used in any Applicable Law.

f. “**Processing**” or “**Process**” means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

g. “**Required Consents**” means any third party or governmental consents, approvals, permits, or other authorizations required to give UPS Customer Solutions the right or license to the extent necessary for the performance of Services to access and use the premises, hardware, software, firmware, and other products that Client uses, as well as any data or information associated therewith, without infringing any contractual obligations, confidentiality terms, ownership, license, patent rights, copyrights, trademarks, trade secrets, and other intellectual property or proprietary rights of the providers or owners of the foregoing.

h. **“Supported Carrier(s)”** means those parcel shipping carriers and other transportation providers identified on an Order Form for Local Software or Hosted Services.

i. **“Third Party Licensor(s)”** means those persons or entities whose software and services are incorporated as part of Local Software or a Hosted Service, including, without limitation, United Parcel Service, Inc. and ConnectShip, Inc.

2. **Services Terms.**

a. **Scope of Services.** The scope of services (the **“Services”**) to be performed by UPS Customer Solutions will be mutually agreed to and set forth on an Order Form signed by both parties. Client agrees to purchase, and UPS Customer Solutions agrees to provide, the Services described in the Order Form, subject to Client’s payment of the required fees. In the event Client desires to modify the scope of the Services after the parties have executed the Order Form and UPS Customer Solutions determines that such modifications would require services materially in excess of the Services or in addition to its obligations under these General Terms or an Order Form, or extend the time needed to complete the Services, UPS Customer Solutions will be under no obligation to perform such modified services unless both parties execute an amended Order Form.

b. **Time Limitation.** UPS Customer Solutions reserves the right to withdraw any proposed Order Form and redefine the description of Services and fees set forth thereupon if such Order Form has not been executed by Client within thirty (30) days after the date the applicable Order Form is first delivered to Client. Client agrees that fees or costs identified in an Order Form as estimates are provided as a convenience only and will not be binding.

c. **Rates and Expenses.** Client agrees to pay UPS Customer Solutions for all time incurred by UPS Customer Solutions in connection with the performance of Services pursuant to these General Terms on a time and materials basis at UPS Customer Solutions’ hourly billing rates in effect as of the date the applicable Order Form is executed by UPS Customer Solutions, or as otherwise agreed in an executed Order Form. Client further agrees to reimburse UPS Customer Solutions for all reasonable expenses incurred by UPS Customer Solutions in connection with the performance of Services pursuant to these General Terms, including, without limitation, all travel expenses (including transportation, meals, lodging, relocation, and all other travel-related expenses), technical support expenses, telephone and facsimile expenses, computer usage, and document preparation and reporting expenses.

d. **Cooperation.** Client agrees to cooperate with UPS Customer Solutions’ performance of the Services. Client further agrees to take any and all actions reasonably necessary to enable UPS Customer Solutions to perform the Services in an effective and efficient manner.

e. **Place of Performance.** The Services may be rendered at Client’s facilities, UPS Customer Solutions’ facilities, or at other suitable locations mutually agreed by UPS Customer Solutions and Client.

f. **Ownership of Deliverables and License.** All Deliverables developed or otherwise provided by UPS Customer Solutions under any Order Form will be the sole and exclusive property of UPS Customer Solutions or its Third Party Licensors. Except as provided in Section 6 below, UPS Customer Solutions grants a perpetual, nonexclusive, nontransferable, non-sublicensable, royalty free license to Client to use (but not modify or reverse engineer) the Deliverables for Client’s internal business purposes pursuant to the applicable Order Form. Client agrees that it has no right, title, or interest to the Deliverables other than the license rights described in this Section 2(f). In consideration of the mutual promises contained in these General Terms, and to the extent that Client is determined to have any interest in a Deliverable other than the rights granted to Client in this Section 2(f) by operation of law or otherwise, Client hereby irrevocably transfers and assigns and agrees to transfer and assign to UPS Customer Solutions as UPS Customer Solutions’ exclusive property, all worldwide right, title, and interest in and to the patent rights, copyrights, trade secrets, and other proprietary rights (including, without limitation, applications for registration thereof, and all priority rights therein under applicable international conventions for the protection of such rights) in, and ownership of such Deliverables that Client may have, as and when such rights arise. Client will cooperate fully in (i) vesting in UPS Customer Solutions the ownership of the proprietary rights to the Deliverables, and (ii) assisting UPS Customer Solutions in obtaining patent, copyright, or any other intellectual property rights in the Deliverables and in maintaining and protecting UPS Customer Solutions’ proprietary rights, including, without limitation, executing any documents which UPS Customer Solutions reasonably deems necessary for such purpose. In the event that any right, title, or interest in such Deliverables cannot be transferred or assigned to UPS Customer Solutions under Applicable Law, Client (A) waives and will not assert such rights and (B) will ensure that its employees, Affiliates, contractors, and agents similarly waive and will not assert such rights. Client will keep the Deliverables free from any liens, claims, or encumbrances, attachments, rights of others, and legal processes of Client’s creditors or any other third party.

g. **Required Consents.** Client will promptly obtain all Required Consents necessary for UPS Customer Solutions to provide the Services, and will provide evidence of the same to UPS Customer Solutions where requested or necessary. Client

will indemnify, defend, and hold UPS Customer Solutions, its Affiliates, and subcontractors, and their respective directors, officers, employees, and agents (the “**UPS Indemnitees**”) harmless from and against any and all claims, losses, liabilities, and damages (including reasonable attorneys’ fees and costs) arising from or in connection with any claims (including patent, copyright, or any other intellectual property infringement) made against the UPS Indemnitees, alleged to have occurred as a result of Client’s failure to provide any Required Consents. UPS Customer Solutions will be relieved of the performance of any obligations to the extent such obligations would reasonably be expected to be affected, or are affected, by Client’s failure to promptly obtain and provide any Required Consents to UPS Customer Solutions.

3. Fees and Payment; Taxes. UPS Customer Solutions’ invoices for fees, purchase prices, and expenses will be due and payable in full upon receipt by Client. All such fees, purchase prices, and expenses will be fully earned when due and nonrefundable when paid. Invoices not paid within thirty (30) days from the invoice date will bear interest from the invoice date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by Applicable Law, whichever is less. All payments by Client to UPS Customer Solutions hereunder for fees and expenses will be net of any sales or services tax, value added tax, goods and services tax, or any other tax of any kind whatsoever imposed by a governmental authority with respect to the services rendered, products provided, or expenses incurred under the Client Agreement (other than a tax imposed upon the income or profits of UPS Customer Solutions). Client will pay any such taxes and duties whenever such taxes and duties are imposed by a governmental authority and to reimburse UPS Customer Solutions for any future payments of such tax made by UPS Customer Solutions to a governmental authority. Time is of the essence for all payments under this Client Agreement, and in the event any payment due UPS Customer Solutions is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorneys’ fees.

4. Term and Termination.

a. Term. The Client Agreement, the General Terms, and the Applicable Terms will remain in effect until all Applicable Terms, and all applicable Order Forms, have expired, or have been terminated in accordance with the General Terms. Any Order Form may be terminated individually. Either party may, at its election, upon thirty (30) days’ prior written notice, terminate the Client Agreement; provided, however, that the termination of the Client Agreement will not affect in any way any right or claim of any party hereto incurred or accruing prior to the date of termination, including without limitation, any right or claim of UPS Customer Solutions for compensation payable for Services rendered or reimbursable expenses incurred prior to such termination date. For clarity, UPS Customer Solutions’ termination rights under Section 4 do not require the prior intervention of any court and the termination will take effect without the requirement of any court order or ruling.

b. Effect of Termination. Upon termination or expiration of this Client Agreement or any Order Forms, all consents and other rights granted to Client thereunder for UPS-CS Solutions included in all affected Order Forms will immediately terminate. UPS Customer Solutions and its licensors reserve all rights not specifically granted to Client herein. Upon termination or expiration of a subscription for Hosted Services, all consents and other rights granted to Client under the Applicable Terms for such UPS-CS Solution will automatically terminate and UPS Customer Solutions will have no further obligation to provide the UPS-CS Solution under the applicable Order Form. Client will return the applicable Documentation and all copies thereof for any Hosted Services or Local Software to UPS Customer Solutions within thirty (30) days after termination or expiration of the subscription for such Hosted Services or license to Local Software. UPS Customer Solutions and its licensors reserve all rights not specifically granted to Client herein.

5. Confidentiality. Each party (the “**Receiving Party**”) agrees to treat as confidential and not disclose to others (except as permitted in this Section 5) any information, data, or know-how (including, but not limited to, that which relates to software, computer codes or instructions, developments, inventions, processes, designs, drawings, engineering, hardware configurations, research, statistics, business plans, product plans, products, services, customers or prospective customers, contractors, licensors, suppliers, markets, marketing, finances, and any other systems or materials that have not been made available to the general public) that is revealed, either orally or in writing, to the Receiving Party by the other party or its Affiliates (the “**Disclosing Party**”) or the Disclosing Party’s designated subcontractor that (a) is marked as “Confidential”, “Proprietary”, or “Restricted” or other similar term, (b) if disclosed orally, has been confirmed in writing as confidential within ten (10) days of disclosure, or (c) the nature of the information is such that a reasonable person would consider the information to be confidential or proprietary (collectively, “**Confidential Information**”).

Without limiting the generality of the foregoing sentence, UPS Customer Solutions’ Confidential Information includes, without limitation, information containing, based upon, or related to the Deliverables, Hardware, Local Software, Hosted Services, trade secrets, know-how, work product, processes, analysis, techniques, ideas, concepts and any information that has been disclosed to UPS Customer Solutions or its Affiliates by a third party that UPS Customer Solutions or its Affiliates is obligated to treat as confidential or secret. The Receiving Party will not use, modify, translate, reverse engineer, decompile,

disassemble, attempt to discover the source code, object code, or underlying structure, ideas, or algorithms, or create derivative works based on, the Confidential Information of the Disclosing Party or any portion thereof for any purpose of its own or of a third party, other than in its performance under the Client Agreement, and will not commercialize any of the Disclosing Party's Confidential Information. The Receiving Party will restrict access to the Disclosing Party's Confidential Information to its (i) employees who are required to have access to such Confidential Information, and (ii) agents, consultants, and contractors who are required to have access to such Confidential Information who have executed, in advance of any such disclosure, a confidentiality or non-disclosure agreement with obligations of confidentiality no less restrictive than the requirements set forth herein. The Receiving Party will use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event will a party use less than reasonable diligence and care, to protect the Disclosing Party's Confidential Information against disclosures or uses prohibited by this Client Agreement.

The restrictions contained in this Section 5 will not apply to any information that (A) is in package manifest information or package level detail, including an addressee's full name, complete delivery address, email address and phone number, and a package's weight and measurements, whether such information appears or may appear on, or be derived from, the exterior of packages, including information contained in plain text or bar code form on shipping labels affixed to packages (B) is at the time of disclosure, or subsequently becomes part of, the public domain through no improper or negligent act of the Receiving Party, (C) is in the possession of the Receiving Party prior to its receipt of such information from the Disclosing Party, as evidenced by the Receiving Party's written records prior to the time of disclosure, (D) has been independently developed by the Receiving Party without the benefit or use, directly or indirectly, of the Disclosing Party's Confidential Information, as evidenced by the Receiving Party's written records; (E) is rightfully received by the Receiving Party from a third party without restriction and without breach of the Client Agreement or any other agreement, as evidenced by the Receiving Party's written records prior to the time of disclosure; (F) is approved for release by written authorization of the Disclosing Party, as evidenced by the Receiving Party's written records prior to the time of disclosure; or (G) is required to be disclosed by operation of Applicable Law, provided, however, the Receiving Party must first (1) notify the Disclosing Party in writing of such requirement, unless such notice is prohibited by statute, rule or court order; (2) attempt to obtain the Disclosing Party's consent to such disclosure; and (3) in the event consent is not given, take reasonable steps to cooperate with the Disclosing Party in seeking to protect the confidentiality of the Confidential Information required to be disclosed, use reasonable efforts to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which disclosure is required, and disclose only that part of the Confidential Information which, in the opinion of its legal counsel, the Receiving Party is required to disclose. Nothing herein will require either party to fail to honor a subpoena, court or administrative order or requirement on a timely basis. Each party will cooperate with the other in an effort to limit the nature and scope of any required disclosure of Confidential Information.

The covenants of confidentiality set forth in this Section 5 will apply after the date of the Client Agreement to all Confidential Information disclosed to the Receiving Party after the date of the Client Agreement; and will continue and must be maintained from the date of the Client Agreement through the termination of the relationship between Client and UPS Customer Solutions and: (aa) with respect to Confidential Information, for an additional three-year period; and (bb) with respect to Confidential Information that rises to the level of a "trade secret", as defined under Applicable Law, for the greater of such three-year period or the period of time such information retains its status as a "trade secret" as determined under Applicable Law.

Notwithstanding anything in the Client Agreement to the contrary, UPS Customer Solutions will be free to use for any purpose the residuals resulting from access to or work with Client's Confidential Information, provided that UPS Customer Solutions maintains the confidentiality of the Confidential Information as provided herein. The term "**residuals**" means information in non-tangible form, which may be retained in the memories of persons who have had access to the Confidential Information, including ideas, concepts, know-how, or techniques contained therein. UPS Customer Solutions will not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

6. Commercial Software. If, during the course of the relationship between the parties, Client requests commercial software from UPS Customer Solutions, the parties acknowledge and agree that such software will be subject to the terms and conditions of a separate software license agreement or Applicable Terms. The parties acknowledge and agree that nothing in these General Terms will be deemed to grant Client access or use of any commercial software.

7. Use of Name and Publicity. Neither party will, without prior written consent of the other party in each instance, use in advertising, publicity, or otherwise (a) the name of the other party or any of its Affiliates, or any partner or employee of such party or its Affiliates, or (b) any trade name, trademark, trade device, or simulation thereof owned by any of the foregoing.

8. Disclaimer of Warranty.

A. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THE CLIENT AGREEMENT, THESE GENERAL TERMS, OR IN THE APPLICABLE TERMS, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DELIVERABLE, UPS-CS SOLUTION, OR ANY OTHER ITEM PROVIDED UNDER THE CLIENT AGREEMENT IS PROVIDED "AS IS" AND ANY HOSTED SERVICE PROVIDED UNDER THE CLIENT AGREEMENT OR IN THE APPLICABLE TERMS, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UPS CUSTOMER SOLUTIONS AND ITS THIRD PARTY LICENSORS MAKE NO WARRANTY, REPRESENTATION, GUARANTEE, CONDITION, UNDERTAKING, OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR USE OF THE DELIVERABLES, SERVICES, PRODUCTS (E.G., HARDWARE, HOSTED SERVICES AND LOCAL SOFTWARE), OR ANY OTHER ITEMS PROVIDED UNDER THE CLIENT AGREEMENT OR AS TO THE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY HOSTED SERVICE, 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. THE HOSTED SERVICES PROVIDE FUNCTIONALITY THAT UTILIZES THE INTERNET, WHICH IS NOT UNDER THE CONTROL OF UPS CUSTOMER SOLUTIONS, ITS AFFILIATES, OR ITS THIRD PARTY LICENSORS. ACCORDINGLY, UPS CUSTOMER SOLUTIONS, ITS AFFILIATES, OR ITS THIRD PARTY LICENSORS WILL NOT BE HELD RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY CLIENT'S INABILITY TO ACCESS THE INTERNET. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE CLIENT AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO WARRANTY IS MADE BY UPS CUSTOMER SOLUTIONS, ITS AFFILIATES, OR ITS THIRD PARTY LICENSORS THAT DEFECTS IN ANY OF THE DELIVERABLES, UPS-CS SOLUTIONS, OR ANY OTHER ITEM PROVIDED UNDER THE CLIENT AGREEMENT WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY UPS CUSTOMER SOLUTIONS OR ANY UPS CUSTOMER SOLUTIONS REPRESENTATIVE WILL CREATE A WARRANTY. UPS CUSTOMER SOLUTIONS IS NOT RESPONSIBLE FOR CLIENT MISUSE OR ABUSE OF ANY DELIVERABLES, UPS-CS SOLUTIONS, OR THE COMBINATION OF DELIVERABLES, UPS-CS SOLUTIONS, OR PRODUCTS WITH ANY PRODUCTS OR SERVICES NOT APPROVED IN WRITING BY UPS CUSTOMER SOLUTIONS.

In the event that any Hardware, Local Software, Hosted Service or any component thereof fails to perform materially in accordance with the applicable Documentation, the failure is promptly reported to UPS Customer Solutions, and UPS Customer Solutions can reproduce the failure, UPS Customer Solutions will use reasonable efforts to correct such failure without additional charge to Client, in accordance with the maintenance obligations of the applicable Documentation. UPS Customer Solutions may request certain information (data, screen shots, etc.) to properly validate and reproduce the error or malfunction. The foregoing will be Client's sole and exclusive remedy for any such failure.

B. APPLICABILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 8 MAY NOT APPLY TO CLIENT. THE CLIENT AGREEMENT GIVES CLIENT SPECIFIC LEGAL RIGHTS. CLIENT MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. CLIENT AGREES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY PROVIDED IN THE CLIENT AGREEMENT ARE FAIR AND REASONABLE.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UPS CUSTOMER SOLUTIONS, ITS AFFILIATES AND ITS THIRD PARTY LICENSORS WILL NOT BE LIABLE TO CLIENT 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 OR SERVICES ARISING OUT OF THE CLIENT AGREEMENT DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), USE OF OR INABILITY TO USE THE DELIVERABLES, SERVICES, PRODUCTS (E.G., HARDWARE, HOSTED SERVICES AND LOCAL SOFTWARE), SYSTEM FAILURE, NETWORK OUTAGE, OR OTHERWISE, EVEN IF UPS CUSTOMER SOLUTIONS OR ITS THIRD PARTY LICENSOR HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. OTHER THAN AS DESCRIBED IN SECTION 10, IN NO EVENT WILL UPS CUSTOMER SOLUTIONS, ITS AFFILIATE'S OR ANY THIRD PARTY LICENSOR'S LIABILITY UNDER THE CLIENT AGREEMENT EXCEED FIFTY THOUSAND U.S. DOLLARS (US\$50,000). ANY CLAIMS NOT MADE BY CLIENT WITHIN SIX (6) MONTHS AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED IRREVOCABLY WAIVED. THE LIMITATION OF LIABILITY

PROVIDED UNDER THIS SECTION 9 WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS CUSTOMER SOLUTIONS OR IN THE EVENT OF PERSONAL INJURY OR DEATH.

10. Intellectual Property Claim.

a. Covered Claims. UPS Customer Solutions will defend Client from and against any third party claims that the Deliverables, as provided by UPS Customer Solutions infringe any third party's United States patent, copyrights, or trademarks issued as of the Effective Date (collectively, "**Claims**"). UPS Customer Solutions will further pay all amounts payable to third parties in connection with any settlement or compromise of a Claim approved by UPS Customer Solutions, and pay all damages awarded to third parties relating to a Claim, including court costs and reasonable attorneys' fees awarded. UPS Customer Solutions' obligations under this Section 10 will not apply to the extent (i) Client has modified or altered the Deliverables, if the alleged infringement would not have arisen but for such modification or alteration; (ii) use of the Deliverables in an application or environment for which the Deliverables were not designed or contemplated under the Client Agreement; or (iii) such Claim arises from UPS Customer Solutions' compliance with any of Client's specifications or requests, if the alleged infringement would not have arisen but for such compliance. If as a result of any Claim under this Section 10, Client's right to use the Deliverables is enjoined, or if UPS Customer Solutions believes that the any Deliverables are likely to become the subject of a Claim, UPS Customer Solutions may at its expense (A) procure for Client the right to continue to use such Deliverables, or (B) modify such Deliverables to become non-infringing in a manner that does not materially diminish the quality or performance of such Deliverables, or (C) if UPS Customer Solutions is unable to accomplish either item (A) or (B), UPS Customer Solutions may refund any the pro-rata portion of monies paid by Client to UPS Customer Solutions for such Deliverables. The foregoing states the entire liability of UPS Customer Solutions with respect to any Claim that the Deliverables infringe any third party's intellectual property rights.

b. Prerequisites. The obligations of UPS Customer Solutions under this Section 10 are contingent upon Client (i) providing prompt written notice to UPS Customer Solutions of any Claim; (ii) permitting UPS Customer Solutions to exclusively to defend, compromise, settle, or appeal any Claim, provided that Client may participate in any such defense at its own cost and expense; and (iii) assisting and cooperating with UPS Customer Solutions, as reasonably requested by UPS Customer Solutions to enable UPS Customer Solutions to defend, compromise, settle, or appeal any Claim. UPS Customer Solutions may not agree to any settlement that requires the admission of liability or payment of any monies by Client, without Client's written consent in each instance.

c. Limitation. NOTWITHSTANDING ANYTHING IN THE CLIENT AGREEMENT TO THE CONTRARY, INCLUDING, WITHOUT LIMITATION, SECTION 9 OF THESE GENERAL TERMS (LIMITATION OF LIABILITY), UPS CUSTOMER SOLUTIONS' CUMULATIVE AGGREGATE LIABILITY WITH RESPECT TO THIS SECTION 10, INCLUDING DEFENSE COSTS, WILL NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000).

11. Notices. All notices, requests, demands, or other communications required or permitted to be given or made under the Client Agreement must be in writing and will be given by personal service, UPS Next Day Air, facsimile, or by certified national mail in the local jurisdiction, return receipt requested, postage prepaid to the addresses set forth on the Client Agreement, or such other address as either party may provide by written notice to the other party.

12. No Assignment. Neither party may assign any of its rights or delegate any of its duties pursuant to the Client Agreement without the prior written consent of the other party, and any attempted assignment without such consent will be void. Notwithstanding the foregoing, UPS Customer Solutions has the right to subcontract with third parties (including its Affiliates) to perform any of its obligations under the Client Agreement, and to assign or delegate any of its rights and obligations to an Affiliate without Client's consent. **In particular, pursuant to where the Jurisdiction-Specific Terms Appendix attached hereto specifies an entity other than United Parcel Service, Inc. (an Ohio corporation) as "UPS Customer Solutions" for purposes of performance under the Client Agreement, UPS Customer Solutions has the right to assign its rights or obligations under the Client Agreement or subcontract without limitation to United Parcel Service, Inc., an entity established under the laws of Ohio (United States). Any Affiliate to which UPS Customer Solutions has subcontracted or assigned rights or obligations will be a third party beneficiary of Client's obligations under the Client Agreement with respect to all applicable rights and obligations, and entitled to enforce the terms of the Client Agreement.** The parties acknowledge and agree that a change of control will constitute an assignment under this Section 12. A "change of control" means a transaction or series of transactions (a) pursuant to which control of a party hereto is acquired by persons or entities other than those who control such party on the date of the Client Agreement, where "control" means ownership or control, direct or indirect, of more than fifty percent (50%) of the stock or other equity interest entitled to vote for the election of directors or equivalent governing body, or (b) resulting in the sale of all or substantially all of a party's assets.

13. Governmental Authorizations; Export Controls. Neither UPS Customer Solutions nor any of its employees or Affiliates will act as Client's agent or representative in governmental matters. Client agrees to use the Deliverables, Services and Products (e.g., Hardware, Hosted Services and Local Software) and any other systems or materials only in strict compliance with Applicable Laws and in a fashion that does not, in the sole judgment of UPS Customer Solutions, negatively reflect on the goodwill or reputation of UPS Customer Solutions or its Affiliates. Client is solely responsible for obtaining, at its own cost, any licenses or other governmental authorizations related to Client's use of the Deliverables, Services and Products (e.g., Hardware, Hosted Services and Local Software) that may be required by Applicable Law. Client agrees to comply with (a) all Applicable Laws export laws and regulations governing the export or re-export of the Deliverables, Services and Products (e.g., Hardware, Hosted Services and Local Software) or other systems or materials, including, without limitation, the U.S. Export Administration Regulations (and the prohibitions on activities with entries on the Denied Persons and Entity Lists contained therein) administered by the Department of State's Directorate of Defense Trade Controls, any sanctions, regulations, or licenses administered by the United States Department of Commerce's Bureau of Industry and Security, the International Traffic in Arms Regulations administered by the Department of State's Directorate of Defense Trade Controls, any sanctions, regulations, or license administered by Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), and (b) all Applicable Laws and regulations of countries other than the United States that govern the importation, use, export or re-export of the Deliverables, Services and Products (e.g., Hardware, Hosted Services and Local Software) or other systems or materials. Client agrees to comply with any conditions that are contained in any export licenses pertaining to the foregoing items. Without limiting the generality of the foregoing, Client will not export or re-export, directly or indirectly, any of the Deliverables, Services and Products (e.g., Hardware, Hosted Services and Local Software), or other systems or materials to any person or entity located in any country subject to embargo or sanctions by OFAC or to any individual or entity listed on the United States Government's Consolidated Screening List located at: <https://www.trade.gov/consolidated-screening-list> (or its successor).

14. Data Use and Protection. Client understands that UPS Customer Solutions may Process the Personal Data provided by Client, including storing, reviewing, analyzing, and providing reports based upon such Personal Data. Client represents and warrants that (a) in regards to the data Client provides to UPS Customer Solutions (if any) with respect to performance under the Client Agreement, including without limitation all Personal Data (the "**Data**"), Client has collected the Data lawfully and has the right to provide such data to UPS Customer Solutions for Processing consistent with the terms of the Client Agreement, (b) Client's provision of Personal Data to UPS Customer Solutions hereunder for the Processing contemplated by the Client Agreement complies with all Applicable Laws, (c) the Data does not and will not violate, infringe upon, or misappropriate the intellectual property rights or other personal or proprietary rights of any person or entity or violate the terms of any agreement of Client with any third party, (d) Client has provided all notices to and secured all consents required by Applicable Law from the subject(s) of such Data prior to provision of such Data to or use of the Data by UPS Customer Solutions. Client has sole responsibility for the accuracy, quality, and legality of the Personal Data and the means by which Client acquired the Personal Data. Client acknowledges and agrees that its "provision" of Personal Data to UPS Customer Solutions includes any means of providing or making information available to UPS Customer Solutions in connection with the Client Agreement, including without limitation physical or electronic file transfers, discussions, and walk-through inspections by UPS Customer Solutions personnel or others, which may include audiovisual recording. Client acknowledges that all Personal Data that Client provides to UPS Customer Solutions will be stored, Processed, disclosed, and managed by UPS Customer Solutions and its Affiliates consistent with the UPS Privacy Notice published at www.ups.com then in effect. UPS Customer Solutions may retain video material captured for the duration of the Services, plus one year thereafter, provided that UPS Customer Solutions will delete such material sooner if requested by Client. Client specifically instructs UPS Customer Solutions to Process all Personal Data as permitted hereunder.

Client will indemnify and hold harmless the UPS Indemnitees, from and against any and all losses, damages, fees, judgments, awards, costs, liabilities, and expenses (including attorneys' fees) which the UPS Indemnitees may suffer or incur arising out of or in connection with any claim, demand, suit, proceeding, or cause of action: (i) arising from Client's actual or alleged violation of law regarding the Processing of Personal Data; or (ii) arising from Client's's breach of any representations or warranties in Section 14.

15. Governing Law; Venue; Arbitration; Severability.

a. Applicable Law. The Client Agreement will be governed by and construed and enforced in accordance with the laws of the State of Georgia, United States, excluding its principles of conflicts of law. The parties hereby submit to the exclusive jurisdiction of the state and federal courts situated in the County of Fulton, State of Georgia over the parties and any dispute that may arise under the Client Agreement.

b. Disputes – United States. If Client's jurisdiction of establishment is the United States, the parties hereby irrevocably submit to the exclusive jurisdiction of a federal or state court in Atlanta, Georgia, United States for the purpose of

hearing and determining any suit, action or proceedings, and to settle any disputes arising out of or in connection with the Client Agreement or its formation or validity, and the parties hereby consent to such exclusive jurisdiction and irrevocably waive and agree not to assert any defenses based on lack of in personam jurisdiction, improper venue or inconvenient forum. Notwithstanding anything herein to the contrary, UPS Customer Solutions will be entitled to seek interim relief or provisional remedies, and both parties are entitled to enforce judgments or awards, before any court having jurisdiction.

c. Disputes – Other. If Client’s jurisdiction of establishment is any jurisdiction outside the United States, then except for the right of either party to apply to a court of competent jurisdiction for an injunction or other equitable relief available under Applicable Law to preserve the status quo or prevent irreparable harm pending the selection and confirmation of a panel of arbitrators, and for the right of UPS Customer Solutions to bring suit for outstanding fees or payments due UPS Customer Solutions hereunder, any controversy or claim arising out of or relating to the Client Agreement, or the breach thereof, will be exclusively settled by binding arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules in effect on the date of the Client Agreement (the “**Rules**”), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration will be administered by the American Arbitration Association in accordance with its “Procedures for Cases under the UNCITRAL Arbitration Rules”, applying the substantive laws of the State of New York and the United States. The award will be rendered in the English language, and the arbitration will be held in (i) Miami, Florida, United States of America if Client is established in Central or South America, (ii) London, England if Client is established in Europe, (iii) Singapore, if Client is established in the Asia-Pacific region, or (iv) Atlanta, Georgia, United States of America, if Client is established in any other jurisdiction. The parties hereby consent to such venue and waiving and agreeing not to plead or claim that any such action or proceeding has been brought in an inconvenient forum. There will be three arbitrators who must be fluent in English, and each must be either a retired judge or practicing attorney having at least ten (10) years litigation experience and be reasonably familiar with the technology matters relative to the dispute. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such award. The award of the arbitrators will be final and binding, will be the sole and exclusive remedy between the parties regarding such dispute, and the parties explicitly waive request for review under Article V Section 1 of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The arbitration agreement set forth in this section 15(c) will be binding upon the parties, their successors and permitted assignees, and the rights and obligations of the parties will remain in full force and effect pending the enforcement of any award in any arbitration proceeding hereunder, notwithstanding termination, for any reason, of the Client Agreement.

d. Severability. In the event any clause, provision, section, sentence, or other portion of the Client Agreement is determined to be void, invalid, unenforceable, contrary to public policy, or illegal, such provision will not affect the validity and enforceability of the remaining provisions of the Client Agreement and such remaining provisions will continue to be in full force and effect.

16. Force Majeure. Except for the payment by Client of amounts due hereunder, neither party will be liable for any delay or failure in performance resulting from any event, circumstance or condition that is beyond its reasonable control, including, without limitation, acts of God, storm, hurricane, tornado, rain, flood, sinkhole, wind, hail, lightning, earthquake, snow or ice, extreme high or low temperatures, 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), water or gas main break, cable cut, fire, explosion, riot, terrorist act, civil unrest, insurrection, military action, any other act or failure to act on the part of a governmental authority, judicial authority, or third party, strike, lockout, or other labor problem, transportation delay, unavailability of fuel, supplies or materials, or change in or in the interpretation of any law or regulation (each a “**Force Majeure Event**”).

17. Modifications; No Waiver. The terms and conditions of the Client Agreement, these General Terms, or any Applicable Terms may not be amended, waived, or modified, except in writing signed by the party to be charged therewith, and any proposal for additional or different terms, or any effort by Client to vary the terms of the Client Agreement, is hereby objected to and rejected. Notwithstanding the foregoing sentence, UPS Customer Solutions may modify these General Terms in its sole discretion by posting such modified terms and conditions at <https://www.ups.com/assets/resources/media/general-terms-and-conditions.pdf>, and any such changes, including without limitation any modifications to the warranty disclaimers or limitations of liability, will supersede the prior terms after the effective date of such changes, and Client’s continued use of the UPS-CS Solutions after the effective date of such changes constitutes Client’s agreement to the modified Client Agreement, General Terms, or Applicable Terms. However, Client may reject such changes and terminate the Client Agreement in accordance with Section 4 of the General Terms without penalty if it objects to such changes.

No failure or delay of either party to exercise any rights or remedies under the Client Agreement or any component thereof will operate as a waiver such rights or remedies, nor will any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor will any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances.

18. Headings. The headings of sections of the Client Agreement are for convenience of reference only and will not affect the meaning or interpretation of the Client Agreement in any way.

19. Survival. Notwithstanding anything herein or in the Client Agreement to the contrary, the provisions of Sections 1, 2(c), (f) and (g), 3 through 6, 8 through 11, and 15 through 19 of these General Terms will survive the termination or expiration of the Client Agreement.

[End of General Terms and Conditions]

JURISDICTION-SPECIFIC TERMS APPENDIX

ARGENTINA

“UPS Customer Solutions” means UPS SCS (Argentina) S.R.L.

AUSTRALIA

“UPS Customer Solutions” means UPS Pty. Ltd.

1. **Section 15(c). Governing Law; Venue; Arbitration.** *In Section 15(c)(iii), the word “Singapore” is hereby deleted and replaced with the word “Australia”.*

2. **Section 17. Modifications; No Waiver.** *The second sentence of Section 17 is hereby deleted and replaced with the following:*

“The terms and conditions of the Client Agreement may not be amended, waived, or modified, except in writing signed by the party to be charged therewith, and any proposal for additional or different terms, or any effort by Client to vary the terms of this Client Agreement, is hereby objected to and rejected. Notwithstanding the foregoing sentence, UPS Customer Solutions may modify these General Terms in its sole discretion by posting such modified terms and conditions at <https://www.ups.com/assets/resources/media/general-terms-and-conditions.pdf> and notifying Client of those changes, and any such changes, including without limitation any modifications to the warranty disclaimers or limitations of liability, will supersede the prior terms after the later of thirty (30) days and the effective date of such changes, and Client’s continued use of the UPS-CS Solutions after the later of thirty (30) days after the date of notification and the effective date of such changes constitutes Client’s agreement to the modified General Terms. However, Client may reject such changes and terminate the Client Agreement in accordance with Section 4 of the General Terms without penalty if it objects to such changes.”

BRAZIL

“UPS Customer Solutions” means UPS SCS Transportes (Brasil) S.A.

1. **Section 3. Fees and Payment; Taxes.** *The fourth sentence of Section 3 is hereby deleted and replaced with the following:*

“All payments by Client to UPS Customer Solutions hereunder for fees and expenses will be net of any sales or services tax, value added tax, withholding tax (including withholding income tax) or any other tax of any kind whatsoever imposed by a governmental authority with respect to the Services rendered or expenses incurred hereunder (other than a tax imposed upon the income or profits of UPS Customer Solutions levied by the government of the United States or any of its states), and Client agrees to pay any such tax whenever such tax will be imposed by a governmental authority and to reimburse UPS Customer Solutions for any future payments of such tax made by UPS Customer Solutions to a governmental authority.”

CANADA

“UPS Customer Solutions” means United Parcel Service Canada Ltd.

1. **Section 3. Fees and Payment; Taxes.** *The third and fourth sentences of Section 3 are hereby deleted and replaced with the following:*

“Invoices not paid within thirty (30) calendar days from the invoice date will bear interest from the invoice date until paid at a rate of one and one-half percent (1.5%) per month calculated daily, compounded monthly (nineteen point five six percent (19.56%) per annum) or the maximum rate permitted by Applicable Law, whichever is less. All prices and fees provided on a Work Order or otherwise payable to UPS Customer Solutions hereunder are exclusive of sales, use, services, value added tax, harmonized sales tax, goods and services tax, provincial sales tax or any other tax or charge of any kind whatsoever imposed by a governmental authority with respect to the permissions granted, services rendered or expenses incurred hereunder (other than a tax imposed upon the income or profits of UPS Customer Solutions), and Client agrees to pay any such tax or charge whenever such tax or charge shall be imposed by a governmental authority and to reimburse UPS Customer Solutions for any future payments of such tax or charge made by UPS Customer Solutions to a governmental authority.”

2. **Section 2(f). Ownership of Deliverables.** *The last sentence of Section 2(f) is hereby deleted and replaced with the following:*

“In the event that any right, title or interest in such Deliverables cannot be transferred or assigned to UPS Customer Solutions under Applicable Law, Client (i) waives and will not assert such rights and (ii) will ensure that its employees and contractors similarly waive and will not assert such rights, including without limitation any moral rights under Canada’s *Copyright Act*, any other applicable legislation and under common law.”

3. **Section 8(a). Disclaimer.** *In the second sentence of Section 8(a), the words “ARISING FROM COURSE OF DEALING OR USAGE” are hereby deleted and replaced with the following:*

“ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, REGARDING MEETING CLIENT’S NEEDS, OR OF BEING ERROR-FREE”.

4. **Section 14. Data Use and Protection.** *Section 14 is hereby deleted and replaced with the following:*

“For the purposes of this Section, “**Personal Information**” means any information, including any information identifiable to an individual, that is protected under applicable Privacy Legislation; and “**Privacy Legislation**” means the *Personal Information and Protection of Electronic Documents Act* (Canada) and any other Canadian, federal, or provincial, or other governmental authority personal information protection legislation, as from time to time enacted or amended.

UPS Customer Solutions may access Personal Information for the purposes set forth in the UPS Privacy Notice available at www.ups.com then in effect. Client acknowledges that Personal Information provided to UPS Customer Solutions and UPS may be transferred and stored by UPS Customer Solutions in the United States or to other jurisdictions that may not have the same level of data protection as the country of origin of the individuals to whom the personal information relates. Client represents and warrants to UPS Customer Solutions, and acknowledges that UPS Customer Solutions is relying on these representations and warranties, that: (i) Client has provided all notices and obtained all consents as required by the Privacy Legislation to provide the Personal information to UPS Customer Solutions, and shall maintain such records evidencing that it obtained, which consent covers the uses by UPS Customer Solutions as set out in UPS Customer Solutions privacy policy, and to perform the terms of this Client Agreement, including the transfer and storage of same in foreign jurisdictions, and for any further processing consistent with the terms of this Client Agreement; and (ii) has complied with all applicable Privacy Legislation in the collection and disclosure to UPS Customer Solutions of such Personal Information. If requested by UPS Customer Solutions, Client shall provide copies of the consents obtained by Client. Client shall not do, cause or permit to be done anything which may cause or otherwise result in a breach by UPS Customer Solutions of applicable Privacy Legislation. Client will be solely responsible for compliance with Applicable Law (including the Privacy Legislation) regarding the use, processing, or transfer of any data (including Personal Information) made available to UPS Customer Solutions under this Client Agreement.

UPS Customer Solutions will not collect, handle, use, copy, sell, disclose, dispose of or destroy any Personal Information except as set out in UPS Customer Solutions privacy policy and to perform its obligations under this Client Agreement; and is responsible for taking reasonable steps to protect the Personal Information from loss, theft, or unauthorized use, access, disclosure, copying, alteration or destruction.”

5. **Section 20. English Language.** *The following is hereby added as a new Section 20, which will survive any termination or expiration of this Client Agreement for any reason:*

“**English Language.** The parties declare that they have required that this Client Agreement and all documents related hereto either present or future, be drawn up in the English language only. *Les parties déclarent par les présentes qu’elles exigent que cette entente et tous les documents y afférents soit pour le présent ou le futur, soient rédigés en langue anglaise seulement.*”

COLOMBIA

“UPS Customer Solutions” means UPS SCS (Colombia) LTDA.

1. **Section 2(e). Place of Performance.** *Section 2(e) is hereby deleted in its entirety and replaced with the following:*

“The Services will be rendered outside Colombia. If any Services will be performed on-site at Client’s facilities, UPS Customer Solutions may render such Services either directly or through any local third party.”

2. **Section 2(f). Ownership of Deliverables and License.** *The third sentence of Section 2(f) is hereby deleted and replaced with the following:*

“In consideration of the mutual promises contained in this Client Agreement, and to the extent that Client is determined to have any interest in a Deliverable other than the rights granted to Client in this Section 2(f), including but not limited to a work made for hire, by operation of law or otherwise, Client hereby irrevocably transfers and assigns and agrees to transfer and assign to UPS Customer Solutions as UPS Customer Solutions’ exclusive property, all worldwide right, title, and interest in and to the patent rights, copyrights, trademarks, trade secrets, and other intellectual property or proprietary rights (including, without limitation, applications for registration thereof, and all priority rights therein under applicable international conventions for the protection of such rights) in, and ownership of such Deliverables that Client may have, as and when such rights arise.”

COSTA RICA

“UPS Customer Solutions” means UPS de San Jose, SA.

1. **Section 3. Fees and Payment; Taxes.** *The following is added to the end of the first sentence of Section 3:*
“, except to the extent prohibited by Applicable Law.”
2. All references in the Client Agreement to “days” mean “natural days” unless otherwise specified.
3. Permitted modifications to fees or terms by UPS Customer Solutions require notice to Client.

CZECH REPUBLIC

“UPS Customer Solutions” means United Parcel Service Czech Republic, s.r.o.

1. **Section 4. Termination.** *The following sentence is hereby added at the end of Section 4:*
“For clarity, UPS Customer Solutions’ termination rights under Section 4 do not require the prior intervention of any court.”

DENMARK

“UPS Customer Solutions” means UPS Danmark A/S

FINLAND

“UPS Customer Solutions” means United Parcel Service Finland Oy.

FRANCE

“UPS Customer Solutions” means UPS SCS (France) SAS.

1. **Section 4. Term.** The following
“Term. This Client Agreement will remain in effect for the longer of five (5) years or until all Applicable Terms, and all applicable Order Forms, have expired, or have been terminated in accordance with the General Terms.”

GERMANY

“UPS Customer Solutions” means United Parcel Service Deutschland S.à r.l. & Co. OHG.

HONDURAS

“UPS Customer Solutions” means UPS SCS (Honduras), S. de R.L.

HONG KONG

“UPS Customer Solutions” means UPS Parcel Delivery Service Limited.

1. **Section 14. Data Use and Protection.** *The following text is hereby added at the end of Section 14:*
“As used in the paragraphs relating to Hong Kong below, “personal data” has the same meaning ascribed to it in Section 2 of the Personal Data (Privacy) Ordinance (Cap 486) (“**PDPO**”).
Client further warrants that in respect of any personal data of any individual transferred to UPS Customer Solutions and the Supported Carriers through the ShipExec Solution: (i) the consent of such individual has been obtained for the collection, use and disclosure of his/her personal data by UPS Customer Solutions and Supported Carriers in accordance with the terms of this Client Agreement and the provisions of the the PDPO; and (ii) the transfer of such

personal data shall not be in breach of any laws or regulations relating to data privacy and protection in Hong Kong, including but not limited to the provisions of the PDPO.”

Where UPS Carrier Information is comprised of personal data, Client further undertakes that it shall comply with the provisions of the PDPO in respect of the collection, use, and disclosure of such personal data.”

HUNGARY

“UPS Customer Solutions” means UPS Hungary Forwarding Limited Liability Company.

INDIA

“UPS Customer Solutions” means UPS Express Private Limited

1. **Effectiveness.** The contract executed electronically shall be a contract validly executed under the Indian Contract Act, 1872. In order to be effective, this Agreement must be stamped according to the applicable stamp duty based on the rate for the Indian state in which the Client is based. The stamp duty should be paid prior to the execution of the agreement electronically. Client is responsible for all costs associated with such stamp duty.

2. **Section 1(e). Personal Data.** *The following text is hereby added at the end of Section 1(e):*

“In respect of India, the term “Personal Data” includes without limitation the definition of such term under Indian Data Privacy Laws. Indian Data Privacy Laws” shall mean: (i) the Information Technology Act, 2000; (ii) until the Digital Personal Data Protection Act, 2023 (“**DPDP Act**”) comes into effect, the Information Technology (Reasonable Security Practices and Procedures on Sensitive Personal Data or Information) Rules, 2011; and (iii) once the DPDP Act comes into effect, the DPDP Act.”

3. **Section 2(f). Ownership of Deliverables and License.** *The fourth sentence of Section 2(f) is hereby deleted and replaced with the following text:*

“In consideration of the mutual promises contained in these General Terms, and to the extent that Client is determined to have any interest in a Deliverable other than the rights granted to Client in this Section 2(f) by operation of law or otherwise, Client hereby irrevocably transfers and assigns and agrees to transfer and assign to UPS Customer Solutions as UPS Customer Solutions’ exclusive property **and in perpetuity**, all worldwide right, title, and interest in and to the patent rights, copyrights, trade secrets, and other proprietary rights (including, without limitation, applications for registration thereof, and all priority rights therein under applicable international conventions for the protection of such rights) in, and ownership of such Deliverables that Client may have, as and when such rights arise. **Notwithstanding the provisions of any Applicable Law for the time being in force, the assignment shall not lapse in any circumstances, including UPS Customer Solutions’ failure to exercise its rights under the assignment for any period whatsoever.**”

4. **Section 9. Limitation of Liability.** *In Section 9, the second last sentence shall be replaced with the following:*

“ANY CLAIMS NOT MADE BY CLIENT WITHIN THREE (3) YEARS AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED IRREVOCABLY WAIVED.”

5. **Section 14. Personal Data.** *In Section 14(b) and Section 14(d), the term “Applicable Laws” shall be replaced in its entirety with: “Applicable Laws, including Indian Data Privacy Laws”.*

6. **Modifications; No Waiver.** *The second sentence of Section 17 is hereby deleted and replaced with the following:*

“Notwithstanding the foregoing sentence, UPS Customer Solutions may modify these General Terms in its sole discretion by posting such modified terms and conditions at <https://www.ups.com/assets/resources/media/general-terms-and-conditions.pdf>, and any such changes, including without limitation any modifications to the warranty disclaimers or limitations of liability, will supersede the prior terms after the effective date of such changes, and Client’s continued use of the UPS-CS Solutions after receipt of written notice of such changes constitutes Client’s agreement to the modified General Terms.”

IRELAND

“UPS Customer Solutions” means United Parcel Service of Ireland Limited.

1. **Section 17. Modifications; No Waiver.** *The second sentence of Section 17 is hereby deleted and replaced with the following:*

“Notwithstanding the foregoing sentence, UPS Customer Solutions may modify these General Terms in its sole discretion by posting such modified terms and conditions at <https://www.ups.com/assets/resources/media/general-terms-and-conditions.pdf>, and any such changes, including without limitation any modifications to the warranty disclaimers or limitations of liability, will supersede the prior terms after the effective date of such changes, and Client’s continued use of the UPS-CS Solutions after receipt of written notice of such changes constitutes Client’s agreement to the modified General Terms.”

ITALY

“UPS Customer Solutions” means United Parcel Service Italia SRL.

1. **Section 20. Approval of Clauses Pursuant to Articles 1341 and 1342 of the Italian Civil Code.** *The following is hereby added as a new Section 20, which will survive any termination or expiration of this Client Agreement for any reason:*

“**20. Approval of Clauses Pursuant to Articles 1341 and 1342 of the Italian Civil Code.** Pursuant to and to the purposes of articles 1341 and 1342 of the Italian Civil Code, Client declares to specifically approve the following clauses: Sections 2(b), 2(g), 3, 8, 9, 10, 14, 15 and 19.”

JAPAN

“UPS Customer Solutions” means UPS Japan Co., Ltd.

MALAYSIA

“UPS Customer Solutions” means United Parcel Service (M) Sdn Bhd., an entity established under the laws of Malaysia.

MEXICO

“UPS Customer Solutions” means United Parcel Service de Mexico SA de CV.

1. **Section 1(b). Applicable Law.** *The following is hereby inserted at the end of Section 1(b):*

“Applicable Law includes, but is limited to, all applicable Anti-Corruption Laws. For purposes of this Client Agreement, “**Anti-Corruption Law**” means any and all applicable anti-money laundering and anti-bribery or anti-corruption laws, treaties, regulations, norms, directives, rules or judgements, in force in the United States of America, Mexico, the Permitted Territories or any other jurisdiction UPS, its Affiliates and/or the Client carry out business activities, including but not limited to the Foreign Corrupt Practices Act, the General Law of Administrative Responsibilities (*Ley General de Responsabilidades Administrativas*) and the Mexican Federal Criminal Code (*Código Penal Federal*).”

2. **Section 1(f). Personal Data.** *The second sentence of Section 1(f) is hereby deleted and replaced with the following:*

“Personal Data includes “personal data” as defined in Mexico’s Federal Law on the Protection of Personal Data in the Possession of Private Parties (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*) and includes ‘personal data,’ ‘personal information,’ ‘personally identifiable information,’ and similar terms as used in any Applicable Law.”

3. **Section 1(k). Reasonable.** *The following is hereby inserted as a new Section 1(k) following Section 1(l):*

“Where used in this Client Agreement, the term “reasonable” (as well as derivatives such as “reasonably”) refers to a standard for a party’s action that is fair and proper under the circumstances based on standards customarily followed in arms-length commercial dealings in the relevant industry”.

4. **Section 2(f). Ownership of Deliverables and License.** *The second sentence of Section 2(f) is hereby deleted and replaced with the following:*

“Except as provided in Section 6 below, UPS Customer Solutions grants a perpetual, nonexclusive, nontransferable, royalty free license to Client to use (but not modify or reverse engineer, unless prior written authorization has been obtained in writing from UPS Customer Solutions) the Deliverables for Client’s internal business purposes, provided that in all matters not expressly included in these General Terms, the provisions of the Federal Copyright Law (*Ley Federal de Derechos de Autor*) shall apply.”

5. **Section 2(g). Required Consents.** *In the second sentence of Section 2(g), the text “(daños o perjuicios)” is hereby inserted immediately following the words “losses, liabilities, and damages”.*
6. **Section 4(b). Termination.** *The following sentence is added after the first sentence of Section 4(b):*
“In the event of a material breach by either party, the non-breaching party will have the right to terminate this Client Agreement immediately by providing written notice to the other party, without the requirement of any court order or ruling.”
7. **Section 9. Limitation of Liability.**
a. *In the first sentence of Section 9, the text “(DAÑOS Y PERJUICIOS)” is hereby inserted immediately following the words “EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES”.*
b. *In the final sentence of Section 9, the text “(DOLO, FRAUDE, NEGLIGENCIA, OR RETICENCIA)” is hereby inserted immediately following the words “IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT”.*
8. **Section 10. Intellectual Property.** *In the first sentence of Section 10, the text “, or Mexican where registered before the Mexican National Institute of Copyright (Instituto Nacional de Derechos de Autor),” are hereby inserted immediately following the words “United States”.*
9. **Section 14. Personal Data.** *In the second sentence of Section 14, the text of item (b) is hereby deleted and replaced with the following:*
“(b) Client’s provision of Personal Data to UPS Customer Solutions hereunder for the Processing contemplated by this Client Agreement complies with (i) all Applicable Laws relating in any way to the privacy, confidentiality, transmission, transfer, processing, storage, or security of Personal Data, including, but not limited to the Mexican Privacy Law; and (ii) all applicable provisions of Client’s privacy policies, statements, or notices”.
10. **Section 16. Force Majeure.** *The word “reasonable” is hereby deleted and the text “accident, sabotage, labor dispute, act of a third party, computer systems malfunctions,” is hereby inserted immediately prior to the words “any other act or failure”.*
11. **Section 19. Survival.** *In the text of Section 19, the number “19” is hereby deleted and replaced with the number “20” in the list of sections that will survive termination of the Client Agreement.*
12. **Section 20. English Language.** *The following is hereby added as a new Section 20:*
“**20. English Language.** The parties declare that they have required that this Client Agreement and all documents related hereto either present or future, be drawn up in the English language only. *Las partes declaran que han requerido que este Acuerdo con el Cliente y todos los documentos relacionados con el mismo, ya sean presentes o futuros, estén redactados únicamente en idioma inglés.*
In the event of any discrepancy between the original English version and any translation to the Client Agreement, the English version shall prevail for all legal effects.
If a translation of any communication or of the Client Agreement into other language is required, the party that required such translation will be responsible for any incurred costs.”

NETHERLANDS

“UPS Customer Solutions” means UPS SCS (Nederland) B.V.

PHILIPPINES

“UPS Customer Solutions” means UPS-Delbros International Express Ltd., Inc.

1. **Section 1(c). Applicable Law.** *The following text is hereby added at the end of the definition of “Applicable Law”:* “, including the Data Privacy Act of 2012”.
2. **Section 1(e). Personal Data.** *The following text is hereby added at the end of the definition of “Personal Data”:* “, including the Data Privacy Act of 2012”.

3. **Section 2(f). Ownership of Deliverables and License.** *The second and third sentences of Section 2(f) are hereby deleted and replaced with the following:*

“Client agrees that it has no worldwide right, title, and interest in and to the patent rights, copyrights, trademarks, trade secrets, and other intellectual property or proprietary rights (including, without limitation, applications for registration thereof, and all priority rights therein under applicable international conventions for the protection of such rights) in, or ownership of, the Deliverables and will not acquire any ownership interest other than the license rights described in this Section 2(f).”

POLAND

“UPS Customer Solutions” means UPS Polska sp. z.o.o.

PORTUGAL

“UPS Customer Solutions” means UPS of Portugal - Tranportes Internacionais de Mercadorias Sociedade Unipoessoal LDA.

PUERTO RICO

“UPS Customer Solutions” means United Parcel Service, Inc. (OH) – Puerto Rico Branch.

1. **Section 1. Definitions.** *The following text is hereby added to the end of the definition of “Personal Data” in Section 1(e):*

“Personal Data includes without limitation “personal information archive” as defined in Act No. 111 of 2005, as amended, known as the “Citizen Information on the Security of Data Banks Act” and in Regulation No. 7376, as amended, known as the “Regulation on Information to Citizens on Security of Data Banks” (the “Data Banks Statutes”).

Client further undertakes that it shall comply with the provisions of the Data Banks Statutes in respect of the collection, use, and disclosure of such personal data, including notification requirements to applicable governmental authorities in the event of a data breach.”

2. **Section 15(b). Governing Law; Venue; Arbitration; Severability.** *For purposes of clarification, in Section 15(b), the word “United States” explicitly includes Puerto Rico.*

ROMANIA

“UPS Customer Solutions” means UPS Romania SRL.

SINGAPORE

“UPS Customer Solutions” means UPS Asia Group Pte. Ltd.

1. **Section 14. Data Use and Protection.** *The following text is hereby added at the end of Section 14:*

“As used in Section 14, the term “Data Protection Legislation” includes the Personal Data Protection Act 2012 (No. 26 of 2012) of the Statutes of the Republic of Singapore (“**PDPA**”). As used in the paragraphs relating to Singapore below, the term “personal data” has the same meaning ascribed to it in Section 2(1) of the PDPA.

Client further warrants that in respect of any personal data of any individual transferred to UPS Customer Solutions and the Supported Carriers through the ShipExec Solution: (i) the consent of such individual has been obtained for the collection, use and disclosure of his/her personal data by UPS Customer Solutions and Supported Carriers in accordance with the terms of this Client Agreement and the provisions of the PDPA; and (ii) the transfer of such personal data shall not be in breach of any laws or regulations relating to data privacy and protection in Singapore, including but not limited to the provisions of the PDPA.

Where UPS Carrier Information is comprised of personal data, Client further undertakes that it shall comply with the provisions of the PDPA in respect of the collection, use, and disclosure of such personal data.”

SOUTH KOREA

“UPS Customer Solutions” means United Parcel Service Korea Co. Ltd.

SPAIN

“UPS Customer Solutions” means United Parcel Service Espana Ltd Y Compania SRC.

SWEDEN

“UPS Customer Solutions” means United Parcel Service Sweden AB.

SWITZERLAND

“UPS Customer Solutions” means UPS United Parcel Service (Schweiz) AG.

TAIWAN

“UPS Customer Solutions” means UPS Supply Chain Solutions (Taiwan) Co., Ltd.

THAILAND

“UPS Customer Solutions” means UPS Parcel Delivery Service Limited, an entity established under the laws of Thailand.

1. **Section 14. Data Use and Protection.** *The following text is hereby added at the end of Section 14:*

“As used in Section 14, the term “Applicable Laws” shall include the Personal Data Protection Act B.E. 2562 (2019) (“PDPA”), and the term “Personal Data” shall refer to any data of a living individual which enables the identification of said individual whether directly or indirectly, or any other definition as may later be amended, revised or modified by the PDPA.

Client further warrants that in respect of any Personal Data of any individual transferred to UPS Customer Solutions and the Supported Carriers are carried out in accordance with the provisions of the PDPA.

Where UPS Carrier Information is comprised of Personal Data, Client further undertakes that it shall comply with the provisions of the PDPA in respect of the Processing of such Personal Data.

Should the Applicable Law require, Client and UPS Customer Solutions shall enter into a separate agreement to set forth the duties and obligations of each party in relation to the Processing of Personal Data for the purposes of the Client Agreement.”

UNITED ARAB EMIRATES

“UPS Customer Solutions” means UPS Middle East FZE.

1. **Section 1.** *In Section 1, the definition of “Applicable Law” is hereby deleted and replaced with the following:*

“Applicable Law” means any applicable law (including those arising under common law), statute, regulation, rule, or any ruling of a court or other body of competent jurisdiction, reporting or licensing requirement, ordinance and other pronouncement having the effect of law of the United States, any foreign country (including the federal and local laws of the United Arab Emirates and any free zone law applicable to the Client in the United Arab Emirates), or any domestic or foreign state, county, city, or other political subdivision, including that promulgated, interpreted, or enforced by any governmental or regulatory authority.”

UNITED KINGDOM

“UPS Customer Solutions” means UPS Limited.

VIETNAM

“UPS Customer Solutions” means UPS Vietnam Joint Stock Company.

1. **Section 15 (Governing Law; Venue; Arbitration).** *The following is hereby added as a new Section 15(d), which will survive any termination or expiration of this Client Agreement for any reason:*

“Notwithstanding the terms of Section 15(c), if Client is a resident of or Client’s registered office is located in Vietnam, then any dispute arising out of or in connection with this Client Agreement, including any question regarding its existence, validity or termination, shall be resolved by arbitration at Vietnam International Arbitration Centre (VIAC) in accordance with its Rules of Arbitration for the time being in force, which rules are deemed to be incorporated by reference in this Section 15(d). The tribunal shall consist of one arbitrator to be appointed by the Chairman of the

VIAC. The language of the arbitration shall be English. The governing law of the contract shall be the substantive law of the State of Georgia, United States. The place of arbitration shall be Ho Chi Minh City.”

[End of Jurisdiction-Specific Terms Appendix]