



Equipment Lease and Installation Services Agreement

This Equipment Lease and Installation Services Agreement (the "Agreement") is between United Parcel Service, Inc., an Ohio Company ("UPS") and the party ("You" or the "Lessee") that receives and accepts from UPS equipment capable of printing or applying shipping labels with integrated RFID tags, including any technology necessary to facilitate such activities (collectively "RFID Printing Equipment") and any associated RFID readers ("RFID Readers"), camera capture devices, and cellular equipment (the RFID Printing Equipment, the RFID Readers and additional equipment stated above collectively, the "Equipment"). Please read this Agreement carefully, as you are entering into a legally binding agreement by accepting delivery of the Equipment. If you do not agree with the terms and conditions below, do not accept delivery of the Equipment or return it to UPS, at Lessee's sole expense, without first installing or using.

Equipment Lease

UPS will deliver the Equipment at its expense to a location agreed to by UPS and the Lessee. Lessee shall bear all risk of loss to the Equipment after its delivery. UPS hereby leases to Lessee, and Lessee hereby leases from UPS, the Equipment, at no charge or fee to Lessee. There are no restrictions on use of the Equipment, provided Lessee may not alter the Equipment. In consideration for this lease, Lessee agrees to continue ordering significant delivery services from UPS as part of the ongoing relationship between the parties. This lease shall commence on the date Lessee accepts delivery of the Equipment and shall continue on a month-to-month basis thereafter. Either party may terminate this lease upon providing thirty (30) days' written notice to the other party. Upon termination of this lease, Lessee, at UPS's option, shall either (i) promptly return the Equipment to UPS at Lessee's sole expense or (ii) allow representatives of UPS reasonable access to Lessee's facilities during normal business hours to inspect, retrieve, and remove the Equipment ("Lease-End Services"). In either case the Equipment must be in the same condition as received by Lessee, normal wear and tear excepted.

The 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 Equipment at all times. Lessee shall not assign or sublet any interest in the Equipment or encumber the Equipment or permit the Equipment to be used by any third party, other than use by its affiliates and its and their contractors in performing services for their benefit. The Lessee shall immediately advise UPS regarding any notice of any claim, levy, lien, or legal process issued against the Equipment.

The Lessee shall be solely responsible for all support, maintenance, repairs, and operational costs associated with the Equipment during the term of this lease and UPS will have no obligation to pay for such support, maintenance, repairs, and operational costs.

The Lessee assumes all risks related to the possession, use, and operation of the Equipment. THE EQUIPMENT IS PROVIDED "AS IS" AND UPS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE 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.

UPS shall not be liable to Lessee for any damages arising out of or related to the use, possession, or performance of the Equipment, or any data or information transmitted through the Equipment, including but not limited to direct, indirect, incidental, consequential, special, punitive, or exemplary damages, even if UPS has been advised of the possibility of such damages. This limitation applies to all causes of action, whether in contract, tort (including negligence), strict liability, or otherwise.

Firmware License

The RFID Printing Equipment includes embedded firmware that manages the printing or application of the labels. Lessee is granted a non-exclusive, non-transferable, limited license to use the firmware solely in connection with the operation of the RFID Printing Equipment for its intended purpose. As between UPS and Lessee, UPS retains all right, title, and interest in and to the firmware, including all intellectual property rights, and Lessee may not copy, modify, reverse engineer, decompile, disassemble, or create derivative works of the 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.

Compensation

As compensation for UPS granting the lease in and to the Equipment to Lessee herein, Lessee acknowledges that the firmware will provide information related to the operation of the RFID Printing Equipment to UPS ("Operational Data") including manifest information, such as carrier identification and tracking IDs for UPS and non-UPS shipments, associated with the labels printed or applied by the RFID Printing Equipment, and that UPS and its affiliates may use, reproduce, modify, and distribute the Operational Data for any purpose, whether commercial or non-commercial, without limitation. UPS is not required to obtain further permission from Lessee or provide attribution for use of the Operational Data.

Installation

Lessee may request that UPS install certain of the Equipment ("Installation Services"). Lessee will not itself, or hire a third party to, install the RFID Readers. There will be no charge for UPS to provide the Installation Services. As a material inducement to UPS for performing the installation services at no charge and as part of the Equipment lease, Lessee irrevocably and unconditionally covenants not to sue, and agrees to release, waive, and hold harmless, UPS and/or its related entities, individuals and agents 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 or performance of the Lease-End Services, whether caused by negligence or otherwise. The Installation Services are provided, and the Lease-End Services are performed, "as is" without any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement. Lessee assumes all risks associated with the provision of the Installation Services or performance of the Lease-End Services, and agrees to the fullest extent permitted under applicable law that UPS shall not be liable for any direct, indirect, incidental, consequential, or punitive damages related to the provision of the Installation Services or performance of the Lease-End Services.

Manufacturer Warranties

If any of the RFID Printing Equipment is still subject to a manufacturer's warranty that UPS can transfer to Lessee, UPS hereby transfers whatever rights UPS may have with respect to such RFID Printing Equipment's warranties to Lessee.

Lessee Warranties

Lessee represents and warrants that:

- (a) it has obtained all necessary rights, consents, and authorizations for the firmware to transfer the Operational Data to UPS and to permit UPS and its affiliates to use the Operational Data as contemplated in this Agreement; and
- (b) such disclosure and use will not (i) breach any agreement to which the Lessee is a party, or (ii) violate any applicable law, regulation, or order, including but not limited to data protection and privacy laws

Miscellaneous

This Agreement constitutes the entire agreement between You and UPS as to the subject matter hereof and supersedes any prior written or oral agreements between them with respect thereto. If one or more provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

UPS reserves the right to update or modify this Agreement at any time at its sole discretion. Any changes will be effective immediately upon posting the updated Agreement at <https://www.ups.com/RFIDEquipmentterms>. Your continued access or use of the Equipment after such posting constitutes your consent to be bound by the Agreement as amended. It is Lessee's responsibility to review this Agreement periodically for any updates or changes. Notwithstanding the foregoing, the charges for the lease of any Equipment current at the time Lessee receives such Equipment shall be the lease charges for such Equipment at all times during the term of this Agreement.

You may not assign any of Your rights or delegate any of Your duties under this Agreement without prior written consent of UPS, which consent may be withheld in UPS's sole discretion. Any attempted assignment or delegation without such consent shall be void. This Agreement shall be governed by the substantive laws of the State of Georgia. The exclusive jurisdiction for any action 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.