

HARDWARE TERMS AND CONDITIONS

UPSPSIHTC04-013024

The provision of hardware 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 the General Terms incorporated therein, these Hardware Terms and Conditions (the “**Hardware Terms**”), any Order Forms entered between UPS Customer Solutions and Client, and all schedules, exhibits, or addenda to any of the foregoing. These Hardware 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 or the General Terms incorporated therein.

a. “**Hardware**” means collectively, the hardware components purchased by Client pursuant to an Order Form.

b. “**Hardware Support Fees**” means UPS Customer Solutions’ then-current rates that will be invoiced to Client for the Local Support Services and Updates during each Renewal Term.

c. “**Hardware Support Policy**” means the UPS Customer Solutions support policy for the Hardware, available at <https://www.ups.com/assets/resources/media/trackpad-technical-support-policy.pdf>, as the same may be updated by UPS Customer Solutions from time to time at any time.

d. “**Hardware Support Services**” means support provided for the Hardware in accordance with the Hardware Support Policy.

e. “**Purchase Price**” means the amount specified on the applicable Order Form for Client’s purchase of Hardware.

2. Supply and License of the Products. Subject to Client’s payment of the required Purchase Price, UPS Customer Solutions will supply to Client the applicable Hardware.

3. Conditions of Purchase. Client will be deemed to have accepted the terms and conditions of these Hardware Terms upon Client’s signing and returning to UPS Customer Solutions or its designee the Signature Page of the Client Agreement incorporating these Hardware Terms, or the delivery of any ordered Hardware, whichever occurs first, and the banking, negotiation or other use of any payment will not constitute an acceptance by UPS Customer Solutions. The terms of purchase and sale are expressly limited to the terms contained in these Hardware Terms.

4. No Resale. The Hardware is available for purchase only for Client’s own use, and any resale of the Hardware purchased under an Order Form is prohibited. This resale prohibition is a material condition to Client’s rights under these Hardware Terms, and it is agreed that any direct or indirect distribution, transshipment, or sale of the Hardware by Client or others purchasing through Client will be a material breach of these Hardware Terms and will result in irreparable harm to UPS Customer Solutions for which money damages will not be adequate. In the event of such breach, the parties agree that UPS Customer Solutions, in addition to any other remedies it may have at law or in equity, will be entitled to injunctive relief to prevent any threatened or continued breach and to specifically enforce this provision, without any requirement of the posting of a bond.

5. Title and Risk of Loss. Title to the Hardware and risk of loss or damage will pass to Client upon shipment from UPS Customer Solutions’ or its designee’s facility. Title to all other Products, including without limitation the software, Documentation, UPS Customer Solutions developed work, and other materials, remains at all times in UPS Customer Solutions and its licensors, as applicable. UPS Customer Solutions reserves the right to make partial shipments, which will not relieve Client from its obligation to pay for remaining deliveries. Claims for loss or damage will be deemed waived unless presented to UPS Customer Solutions in writing within thirty (30) days.

6. Limited Hardware Warranties. Certain components of the UPS-CS Solutions are covered by the limited warranties provided by the original manufacturers of such components, all as set forth in the Documentation, which will be available to Client on the terms and conditions of such manufacturers. In addition, Client may purchase from UPS Customer Solutions a two (2) year limited warranty for defects in materials and workmanship of the Hardware (the “**UPS Customer Solutions Limited Warranty**”) for an additional fee. During the UPS Customer Solutions Limited Warranty period, if applicable, and provided that Client has paid the Purchase Price and additional fee for the UPS Customer Solutions Limited Warranty, in the event of any defects in materials and workmanship of the Hardware covered, UPS Customer Solutions will, at its option, (a)

provide necessary replacement parts to repair the Hardware; or (b) replace the Hardware with a comparable Hardware. The foregoing remedies will be Client's sole and exclusive remedy under the UPS Customer Solutions Limited Warranty. Purchasing additional products from UPS Customer Solutions will not extend the UPS Customer Solutions Limited Warranty. **THE UPS CUSTOMER SOLUTIONS LIMITED WARRANTY COVERS NORMAL USE OF THE HARDWARE. UPS CUSTOMER SOLUTIONS DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR MISUSE, ABUSE, ACCIDENTS OR VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF THE HARDWARE WITH ANY PRODUCTS OR SERVICES NOT APPROVED IN WRITING BY UPS CUSTOMER SOLUTIONS.**

7. Hardware Support Services.

a. Access to Hardware Support Services and Updates. Subject to Client's compliance with the terms and conditions of the Client Agreement and in consideration of the Hardware Support Fees, then during the Initial Term and during any Renewal Term for which Client has paid the Hardware Support Fees, then UPS Customer Solutions will provide Hardware Support Services to Client. If any change by UPS Customer Solutions will result in a material decrease in the support provided by UPS Customer Solutions, then UPS Customer Solutions will provide Client with thirty (30) calendar days' written notice prior to such change. Within thirty (30) calendar days of receiving such notice from UPS Customer Solutions, Client may terminate the applicable Order Form by providing written notice to UPS Customer Solutions of such termination, and such termination by Client will become effective sixty (60) calendar days after UPS Customer Solutions' receipt thereof. In the event of a termination by Client pursuant to this Section, Client will receive a pro rata refund of any Hardware Support Fees paid for the remainder of the then-current Term.

b. Hardware Support Fees. Hardware Support Services will renew automatically, and Hardware Support Fees will be due in accordance with Section 7(a), unless either party provides notice at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. Prior to the end of the Initial Term or the then-current Renewal Term, as applicable, UPS Customer Solutions will invoice Client the Hardware Support Fees for the upcoming Renewal Term.

c. Support. During the Initial or Renewal Term for which Client has paid Hardware Support Fees, for any Hardware that does not materially perform in accordance with the Documentation, UPS Customer Solutions will use commercially reasonable efforts to troubleshoot and resolve any such non-conformance, provided that such failures are not the result of defects in materials or workmanship of Hardware covered by the manufacturer's warranty or the UPS Customer Solutions Limited Warranty (whether during or after the applicable warranty period) or are not otherwise excluded pursuant to Section 7 above. For clarity, Hardware Support Services do not include (i) support required by any Force Majeure Event; or (ii) support or maintenance for any programs or scripts written by Client or any third party or custom program changes to the Hardware created solely for the benefit of Client.

8. Survival. Notwithstanding anything herein to the contrary, the provisions of Sections 1, and 4 through 9 of these Hardware Terms will survive the termination or expiration of these Hardware Terms.

9. Modifications. Notwithstanding anything to the contrary in the Client Agreement, UPS Customer Solutions may modify these Hardware Terms in its sole discretion by posting such modified terms and conditions at <https://www.ups.com/assets/resources/media/hardware-terms-and-conditions.pdf>, and any such changes 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 Hardware 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.

[End of Hardware Terms and Conditions]

JURISDICTION-SPECIFIC TERMS APPENDIX

AUSTRALIA

“UPS Customer Solutions” means UPS Pty. Ltd.

1. **Section 9. Modifications.** *The first sentence of Section 9 is hereby deleted and replaced with the following:*

“Notwithstanding anything to the contrary in the Hardware Terms, UPS Customer Solutions may modify these Hardware Terms in its sole discretion by posting such modified terms and conditions at <https://www.ups.com/assets/resources/media/hardware-terms-and-conditions.pdf> and notifying Client, and any such changes 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 Hardware Terms.”

BELGIUM

“UPS Customer Solutions” means United Parcel Service Belgium NV, an entity established under the laws of Belgium.

CANADA

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

1. **Section 10. English Language.** *The following is hereby added as a new Section 10, which will survive any termination or expiration of the Client Agreement for any reason:*

“10. **English Language.** 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 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.*”

CZECH REPUBLIC

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

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.

GERMANY

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

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.

1. **Section 9. Modifications.** *The first sentence of Section 9 is hereby deleted and replaced with the following:*

“Notwithstanding anything to the contrary in the Client Agreement or these Hardware Terms, UPS Customer Solutions may modify these Hardware Terms in its sole discretion by posting such modified terms and conditions at <https://www.ups.com/assets/resources/media/hardware-terms-and-conditions.pdf>, and any such changes 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 Hardware Terms."

IRELAND

"UPS Customer Solutions" means United Parcel Service of Ireland Limited.

1. **Section 9. Modifications.** *The first sentence of Section 9 is hereby deleted and replaced with the following:*

"Notwithstanding anything to the contrary in the Hardware Terms, UPS Customer Solutions may modify these Hardware Terms in its sole discretion by posting such modified terms and conditions at <https://www.ups.com/assets/resources/media/hardware-terms-and-conditions.pdf>, and any such changes 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 Hardware Terms."

ITALY

"UPS Customer Solutions" means United Parcel Service Italia SRL, an entity established under the laws of Italy.

1. **Section 10. Approval of Clauses Pursuant to Articles 1341 and 1342 of the Italian Civil Code.** *The following is hereby added as a new Section 10, which will survive any termination or expiration of the Client Agreement for any reason:*

"**10. 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 5, 7, 8, and 9."

HUNGARY

"UPS Customer Solutions" means UPS Hungary Forwarding Limited Liability Company.

JAPAN

"UPS Customer Solutions" means UPS Japan Co., Ltd., an entity established under the laws of Japan.

MEXICO

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

1. **Section 4. No Resale.** *The following is hereby inserted at the end of Section 4:*

"In addition, in the event that the Client breaches any of the provisions of these Hardware Terms, and without limit to the actions arising from this document, such breach will be subject to the sanctions provided by the Federal Copyright Law (*Ley Federal de Derechos de Autor*)."

NETHERLANDS

"UPS Customer Solutions" means UPS SCS (Nederland) B.V.

PHILIPPINES

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

POLAND

"UPS Customer Solutions" means UPS Polska sp. z.o.o.

PORTUGAL

"UPS Customer Solutions" UPS of Portugal - Tranportes Internacionais de Mercadorias Sociedade Unipessoal LDA.

PUERTO RICO

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

ROMANIA

"UPS Customer Solutions" means UPS Romania SRL.

SINGAPORE

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

SOUTH KOREA

“UPS Customer Solutions” means United Parcel Service Korea Co. Ltd., an entity established under the laws of the Republic of Korea.

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, an entity established under the laws of Switzerland.

THAILAND

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

UNITED ARAB EMIRATES

“UPS Customer Solutions” means UPS Middle East FZE.

UNITED KINGDOM

“UPS Customer Solutions” means UPS Limited.

VIETNAM

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

[End of Jurisdiction-Specific Terms Appendix]