



UPS Technology Agreement

[General Terms and Conditions](#)

[End User Rights](#)

UPS TECHNOLOGY AGREEMENT
Version UTA03072009

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS UPS TECHNOLOGY AGREEMENT. BY INDICATING BELOW THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE ENTERED INTO A LEGALLY BINDING AGREEMENT WITH UPS MARKET DRIVER, INC. (“UPS”).

This Agreement comprises (1) these [General Terms and Conditions](#) (including its attached [Exhibit A](#) (Definitions - General Terms and Conditions)); (2) the [End User Rights](#) (including its attached Exhibit A (Definitions - End User Rights), [Exhibit B](#) (UPS Technology), and [Exhibit C](#) (Permitted Territory)) available [here](#) (as such End User Rights may change from time to time in accordance with its terms); and (3) the documentation referenced in any of the foregoing, which are all incorporated by reference. You hereby confirm that You have read and fully understand the End User Rights available [here](#). The Agreement may be presented to You more than once in conjunction with Your access and use of UPS Technology. Unless the version of the Agreement has changed, each instance serves to confirm the Agreement as mutually entered into and not to create an additional or separate agreement.

For purposes of the Agreement:

“Customer” means the Person that is your employer (1) and that has been assigned the UPS Account you use to register the first UPS Technology you access, if a UPS Account is required for such registration, (2) and that has been assigned the first UPS Account you use with the UPS Technology you access, if a UPS Account is not required for registration but is required for use, or (3) when the first UPS Technology you access does not require a UPS Account for registration or use; and

“You” means, as applicable, you as an individual and the Customer.

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

General Terms and Conditions

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

2. License Grant.

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

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

Agreement. Notwithstanding anything to the contrary in this Agreement, You may not use the Software on an outsourced time-share or service bureau basis.

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

4. UPS Materials.

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

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

5. Support Services.

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

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

6. Suspension; Term and Termination.

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

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

6.3 Termination.

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

b. Notwithstanding the foregoing, this Agreement shall terminate without any further action needing to be taken by UPS (1) upon a breach of General Terms and Conditions Article [3](#), [4](#) (third sentence), [7](#) or [10](#), or [Section 2.2](#); (2) in the event of Your bankruptcy, commencement of bankruptcy, corporate reorganization, civil rehabilitation, concordat, special liquidation or any other insolvency proceeding with respect to You, or if You shall have a receiver, administrator, administrative receiver or liquidator appointed or shall pass a resolution for winding up, or a court shall make an order to that effect, or (3) if You are a partner in or Customer is a partnership and such partnership is dissolved.

6.4 Effect of Termination.

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

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

6.5 Survival of Terms upon Termination. General Terms and Conditions Articles [1](#), [5](#), [7-9](#) and [12](#); [Sections 4.1](#), [6.4](#) and [6.5](#) and [Exhibit A](#) and the Articles and those Sections of the End User Rights identified in End User Rights [Section 3.2](#) shall survive the termination of this Agreement for any reason.

7. Confidential Information, Trade Secrets, Information.

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

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

8. Warranties.

8.1 By Customer. You represent and warrant that (1) Customer is not headquartered in the Restricted Territory; (2) You will not use the UPS Technology in the Restricted Territory; and (3) You are not, nor is Customer under the control of any Person on the U.S. Treasury Department list of Specially Designated Nationals, or the U.S. Department of Commerce Denied Persons List or Entity List (as they may be amended from time to time and which may be found at <http://www.treasury.gov/ofac/downloads/sdnlist.txt>, <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>, and <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>), or incorporated in, a national resident of or government of the Restricted Territory.

8.2 Disclaimers.

a. UPS PARTIES WARRANTS THAT FOR NINETY (90) DAYS FROM THE DELIVERY TO YOU OF SOFTWARE THAT SUCH SOFTWARE SHALL MATERIALLY OPERATE AS DESCRIBED IN THE SOFTWARE'S CORRESPONDING TECHNICAL DOCUMENTATION. UPS'S SOLE LIABILITY FOR A BREACH OF THE FOREGOING WARRANTY SHALL BE TO REPLACE ANY SUCH SOFTWARE. EXCEPT AS STATED IN THE WARRANTY OF THE FOREGOING TWO SENTENCES, THE UPS MATERIALS ARE PROVIDED "AS IS WITH ALL FAULTS" AND IN THEIR PRESENT STATE AND CONDITION. NO WARRANTY, REPRESENTATION, GUARANTEE, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, ACCURACY, COMPLETENESS, PERFORMANCE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE UPS MATERIALS IS GIVEN OR ASSUMED BY UPS AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, AS ARE ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE. UPS DOES NOT WARRANT THAT DEFECTS IN THE UPS MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY UPS OR ANY UPS REPRESENTATIVE SHALL CREATE A WARRANTY.

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

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

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

9. Limitation of Liability.

a. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS PARTIES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING SUBSTITUTE GOODS ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, USE OF THE UPS MATERIALS OR OTHERWISE, EVEN IF THE UPS PARTIES HAVE BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE UPS PARTIES OR IN THE EVENT OF PERSONAL INJURY OR DEATH. EXCEPT FOR THE LIMITATIONS OF LIABILITY SET FORTH IN END USER RIGHTS SECTION 1.7 AND GENERAL TERMS AND CONDITIONS SECTION 8.2, IN NO EVENT SHALL THE LIABILITY OF ALL THE UPS PARTIES FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT OR OTHERWISE OF ANY TYPE EXCEED, IN THE AGGREGATE, ONE THOUSAND UNITED STATES DOLLARS (USD \$1,000), ANY CLAIM FOR DAMAGES IN EXCESS THEREOF BEING HEREBY WAIVED BY YOU.

b. FOR THE AVOIDANCE OF DOUBT AND CONSISTENT WITH THE SECOND PARAGRAPH OF THESE GENERAL TERMS AND CONDITIONS, THE PRESENTMENT OF THIS AGREEMENT (VERSION UTA03072009) MORE THAN ONCE TO YOU DOES NOT CHANGE THE UPS PARTIES' TOTAL AGGREGATE LIABILITY ABOVE ONE THOUSAND UNITED STATES DOLLARS (USD \$1,000).

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

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

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

If by You: by personal delivery, UPS Next Day Air® delivery (notice deemed effective one business day after dispatch); by facsimile or telecopier transmission if a transmission confirmation is received by the sending party (notice deemed effective on date confirmation is received); or by certified mail, return receipt requested, postage prepaid (notice deemed effective on tenth business day following placement in mail) to UPS, 55 Glenlake Parkway, Atlanta, Georgia 30328, attention: UPS Legal Department, facsimile: (404) 828-6912;

If by UPS: by each method available to You as well as electronic mail (notice deemed effective on date of transmission); to the address, email address or facsimile number, as applicable, (1) of Your registration information for the UPS Technology as provided to UPS or (2) of a UPS Account You use with the UPS Technology.

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

12. Miscellaneous.

12.1 Independent Parties. The parties are independent parties and nothing herein shall be construed as creating an employment or agency relationship, partnership, and/or joint venture between the parties. Neither party is granted

any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind such other party in any manner.

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

12.3 Severability of Provisions. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

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

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

12.6 Governing Law; Jurisdiction and Language. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America, excluding (1) its conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; (3) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (4) the Protocol amending the 1974 Convention, done at Vienna, April 11, 1980. The parties declare that they have required that this Agreement and all documents related hereto, either present or future, be drawn up in the English language only. *Les parties déclarent qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.* To the full extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation You have received has been provided solely for Your convenience. To the full extent permitted by law, all correspondence and communications between You and UPS under this Agreement must be in the English language. In the event You have entered into this Agreement by means of the Internet display of a translated version of this Agreement in a language other than U.S. English, You may view the U.S. English language version of this Agreement by clicking [here](#). **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.** Notwithstanding the foregoing, if and to the extent subsequent separate or ancillary proceedings in another U.S. or foreign court are necessary in order to enforce a judgment of the court in Atlanta, Georgia, or otherwise as is necessary to provide complete relief and full resolution of all issues in dispute, the Parties may institute such subsequent separate or ancillary proceedings in any such U.S. or foreign court, and the Parties hereby consent to the non-exclusive jurisdiction of such court and hereby waive any defenses therein based on lack of in personam jurisdiction, improper venue or inconvenient forum. Notwithstanding anything herein to the contrary, UPS shall be entitled to interim relief or provisional remedies before any court having jurisdiction. You agree to the admissibility of computer records and electronic evidence in any dispute herein.

12.7 Force Majeure. Neither party hereto shall be liable for the failure to perform any of its obligations under this Agreement if such failure is caused by any reason beyond its reasonable control including without limitation, any occurrence of any act of God, strike, industrial disturbance, or act of terrorism.

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

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

12.10 Data Practices. The UPS package delivery company in Your jurisdiction, whose name and address may be found under "Contact UPS" on the UPS Web Site for Your jurisdiction ("UPS Delivery Co."), collects, processes and uses (1) personal data and information, in connection with pick up and delivery of packages in such jurisdiction ("Delivery Data"), (2) registration information about You, as prompted by UPS.com ("Registration Data") and (3) data or information otherwise provided by You in connection with the UPS Technology being used ("Other Data") (Delivery Data, Registration Data and Other Data, collectively, "Data"). UPS Market Driver, Inc., 55 Glenlake Parkway, N.E., Atlanta, Georgia, USA 30328 and the other UPS Parties receive Data and use it for the Purposes defined below. Data shall not include any information input by You in the "Address Book" functionality provided by UPS.com.

The Data is used for the following purposes (the "Purposes"): (1) to provide or enhance the services the UPS Parties make available to shippers and addressees, (2) to effect and confirm delivery, (3) to communicate with You about additional services You may find of value, (4) to satisfy the legitimate business interests of the UPS Parties (including performing trend analysis and market studies, and price setting), (5) to establish credit, (6) to perform the services requested through the UPS Technology, (7) to perform billing functions, (8) to improve internal operations, (9) to manage inquiries or claims, (10) to administer accounts, and (11) such other purposes that are consistent with the UPS Privacy Policy published on UPS's web site at <http://www.ups.com/content/us/en/privacy.html> (hereby incorporated by reference into this Agreement) and applicable data protection laws. You acknowledge You have read and fully understand the UPS Privacy Policy. The package recipient's signature and surname are also made available by electronic means to the shipper and its agents as proof of delivery.

The Data may be provided to certain recipients ("Recipients"): (1) the UPS Parties, for the Purposes listed above, (2) service providers of the UPS Parties, who use the Data in assisting UPS in carrying out the Purposes described above, (3) shippers and addressees possessing the package tracking number or passwords (with respect to those who have contracted for value added services), and (4) government agencies and authorities, including but not limited to customs authorities, if required by law.

The Data may be transferred for the Purposes identified above to the United States or other countries not having the same level of data protection as Your country of origin or the country of origin of the individuals to whom the Data relates; however, all Data shall be subject to appropriate technological and organizational measures applied by UPS to ensure that Data is protected from loss, disclosure, or unauthorized access. The individuals to whom personally identifiable Data relates may have rights under applicable law to access this information and to rectify any inaccuracies (other than in a completed shipping record).

You represent and warrant to UPS that when You or Your employees, agents or contractors ("Shipper Parties") provide UPS Delivery Co. with Data that relates to a particular individual ("Individual"): (1) the Shipper Parties have the right and authority to do so, (2) that You or another Shipper Party have notified each Individual (including all package addressees) that UPS will be processing Data relating to the addressee for the Purposes set forth above, that Data relating to the addressee may be provided by UPS to the Recipients set forth above, and that Data relating

to the addressee may be transferred as set forth above; and (3) that You have obtained the agreement of each Individual to the processing described in these General Terms and Conditions Section 12.10.

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

12.12 Entire Agreement; Amendment. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all (1) prior or contemporaneous representations, understandings and agreements related thereto and (2) any prior versions of the UPS Technology Agreement between UPS and You, all of which are merged in this Agreement. Any Corporate Technology Agreement between UPS and Customer, whether entered into before or after the date of this Agreement, shall supersede this Agreement. Any UPS Technology Agreement between UPS and You having a version more recent than Version UTA03072009 shall supersede this Agreement. The superseding of any prior agreement shall not abridge UPS's rights against You as a result of any violation or breach of such prior agreement before the date of this Agreement. This Agreement may not be modified or amended except by a writing signed by authorized representatives of the parties to this Agreement; provided, however, UPS may modify the End User Rights pursuant to End User Rights [Section 3.1](#) and the UPS Materials and UPS Technology pursuant to these General Terms and Conditions [Article 5](#). A writing with electronic signatures shall not qualify to modify or amend the Agreement.

12.13 Waiver: European Union Notices. To the fullest extent permitted by law, if You are located in a member state of the European Union, You waive all notices, acknowledgements and confirmations relative to contracting by electronic means which may be required under Articles 10(1), 10(2), 11(1) and 11(2) of EU Directive 2000/31/EC as implemented in Your jurisdiction in respect of Your use of the UPS Technology.

12.14 NOTICE: Consent to Processing of Data. Except as You choose to indicate to the contrary in Your Registration Data with respect to direct marketing (which preferences may be changed at any time), You hereby consent to the processing of Your Data for the Purposes by the UPS Parties as set forth in General Terms and Conditions [Section 12.10](#) by the UPS Parties. You also agree that where You are the package addressee or recipient, You have received notice of, and consent to, the processing and use of Your Data as described in General Terms and Conditions [Section 12.10](#).

EXHIBIT A

DEFINITIONS- GENERAL TERMS AND CONDITIONS

Affiliates means third parties that control, are controlled by, or under common control with, whether direct or indirect, a Person.

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

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

Assignment has the definition provided in General Terms and Conditions [Section 12.4](#).

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

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

Data has the definition provided in General Terms and Conditions [Section 12.10](#).

Delivery Data has the definition provided in General Terms and Conditions [Section 12.10](#).

End User Rights means the document available [here](#) and described in the second paragraph of these General Terms and Conditions.

General Terms and Conditions means this document.

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

Individual has the definition provided in these General Terms and Conditions [Section 12.10](#).

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

Other Data has the definition provided in General Terms and Conditions [Section 12.10](#).

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

Permitted Territory means for any UPS Technology those countries associated with such UPS Technology on End User Rights [Exhibit C](#).

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

Purposes has the definition provided in General Terms and Conditions [Section 12.10](#).

Recipients has the definition provided in General Terms and Conditions [Section 12.10](#).

Registration Data has the definition provided in General Terms and Conditions [Section 12.10](#).

Restricted Territory means those countries subject to a comprehensive economic sanctions program administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”) or to any other general prohibition on the use, exportation, or reexportation of the UPS Technology under U.S. sanctions or export control laws. Countries subject to OFAC embargo or sanctions can change at any time and can be updated by consulting materials available at <http://www.treasury.gov/ofac/downloads/sdnlist.txt>, <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>, and <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>.

Shipper Parties has the definition provided in General Terms and Conditions [Section 12.10](#).

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

Support Services has the definition provided in General Terms and Conditions [Section 5.1](#).

Support Software has the definition provided in General Terms and Conditions [Section 5.1](#).

Support Providers has the definition provided in General Terms and Conditions [Section 5.1](#).

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

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

Term has the definition provided in General Terms and Conditions [Section 6.2](#).

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

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

UPS means UPS Market Driver, Inc..

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

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

UPS Delivery Co. has the definition provided in General Terms and Conditions [Section 12.10](#).

UPS Mark means the following mark:



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

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

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

UPS Technology means those products identified on End User Rights [Exhibit B](#).

You is defined in the third paragraph of this Agreement.

End User Rights
Version EUR11012012

These End User Rights are part of the UPS Technology Agreement (“UTA”) between You and UPS comprising (1) the [General Terms](#) (including [Exhibit A](#)); (2) these End User Rights (including attached [Exhibit A](#) (Definitions)), [Exhibit B](#) (UPS Technology), and [Exhibit C](#) (Permitted Territory)); and (3) the documentation referenced in any of the foregoing, which are all incorporated by reference. You accepted the entire UTA by “clickthrough” of the General Terms and Conditions. The General Terms and Conditions comprise rights and responsibilities related to Your use of all UPS Technology.

These End User Rights are set up to guide You through those terms and conditions that apply to each UPS Technology You may use. The End User Rights contain some sections that apply to Your use of more than one UPS Technology (e.g., [Article 1](#)) and sections dedicated to a single UPS Technology (e.g., [Section 2.2\(c\)](#)). To determine Your rights and obligations with regard to Your use of any UPS Technology, You should first determine which UPS Technology You desire to use, and then locate the section of Article 2 of the End User Rights for the selected UPS Technology to find a list of operative sections in this Agreement that apply to such desired UPS Technology. For example, as set forth in End User Rights Section 2.2(c), the following sections govern Your access to and use of UPS CampusShip: the General Terms and Conditions, all of End User Rights Article 1 except [Section 1.4](#), and End User Rights [Sections 2.2\(c\)](#) and [2.6\(g\)](#).

Unless specified below in these End User Rights, Your access to and use of the UPS Technology is free of charge. UPS Technology may provide access to fee based UPS services (e.g., shipping services accessed through any UPS Technology described in End User Rights [Section 2.1\(c\)\(v\)](#) and [\(x\)](#); [Section 2.2\(a\)](#) and [\(c\)](#) and [Section 2.6\(a\)](#) and [\(b\)](#)). You agree that Your use of UPS services accessed through the UPS Technology whether fee or non-fee based, is pursuant to those agreements You have entered into with a member of the UPS Parties related to such UPS Services, including for example, the applicable UPS Terms and Conditions of Carriage/Service.

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ARTICLE 1 – GENERAL RIGHTS AND RESTRICTIONS

1.1 Tracking and Shipping Related Information.

(a) Information.

(i) *Access.* Subject to compliance with the terms and conditions of this Agreement, You may access the UPS Technology to obtain Information. If You receive Information as a Service Provider to a UPS customer, You warrant that such UPS customer has authorized You to receive such Information.

(ii) *Use.* Subject to the permitted disclosures in End User Rights Section 1.1(a)(iii), You may use Information (other than information You receive as a Service Provider) for Your own Internal Purposes

associated with (x) shipping for Your own benefit, (y) instructing a supplier to ship for Your benefit, or (z) receiving packages through transportation services provided by the UPS Parties. This right to use includes the right for You to use Information (A) to establish delivery dates, (B) to provide delivery information to Your customers, (C) in the operation of Your customer support service centers and (D) to make payments of UPS invoices. In no event shall Information be used to support any business primarily directed to offering transportation services or transportation information services to third parties. You acknowledge and agree that the Information is for planning purposes only and may not be used to short pay UPS and is insufficient for purposes of determining whether adjustments or service refunds are due. Accordingly, You agree that data in addition to the Information will be required in order for You or any third party to obtain a guaranteed service refund, any other adjustment or refunds against service fees levied by the UPS Parties or for reconciliation of invoices for services provided by the UPS Parties. For further information on the procedures and data required for service refunds, please consult the [UPS Terms and Conditions of Carriage/Service](#) for the country of origin of a Tendered Shipment in effect at the time of tendering the Tendered Shipment.

(iii) *Disclosure.* You may only disclose Information (other than information You receive as a Service Provider) to Your Affiliates and Persons having a bona fide interest in such Information (e.g. the shipper, consignee or third party payor), provided You ensure Your Affiliates use, and all other Persons who are recipients pursuant to this sentence agree to use, the Information in accordance with all restrictions of this Agreement. Certain UPS Technologies employ challenge questions to restrict access to that UPS Technology, and Information obtained from one UPS Technology may serve as the response to a challenge question for a different UPS Technology. With access to UPS Technologies, Persons may be able to obtain additional information about Your shipments and make changes to the services You receive from UPS. It is Your responsibility to limit access to Information received from UPS Technologies so that Persons, including Your employees, cannot access UPS Technologies You do not intend or desire for them to access. You are solely responsible for any use of Information or UPS Technology by Persons You permit to access Information or UPS Technology, including Your employees. In addition, You may distribute, or direct UPS to distribute, Information to a Service Provider if such Service Provider and You have entered into an agreement naming UPS as a third party beneficiary (if “third party beneficiary” is recognized under the law applicable to the agreement between You and the Service Provider) and restricting such Service Provider’s handling, use and storage of the Information consistent with End User Rights Section 1.1(a)(iv). In addition to the foregoing, You agree to remain fully responsible to UPS for each Service Provider’s compliance with the agreement between You and the Service Provider described in the previous sentence and the Service Provider’s compliance pursuant to End User Rights Section 1.1(a)(iv) in any UPS Technology Agreement between UPS and such Service Provider. You shall remain fully liable to UPS for any acts of a Service Provider, which, if such acts were taken by You, would have been in violation of this Agreement.

(iv) *Use and Disclosure of Information You Receive as a Service Provider.* If You receive Information as a Service Provider, You agree to only use such Information pursuant to the following obligations and restrictions: (1) You may only use such Information solely for the benefit of the UPS customer associated with such Information (A) to establish delivery dates, (B) to provide delivery information to customers of the UPS customer associated with such Information, (C) in the operation of service centers to support the customers of the UPS customer associated with such Information, and (D) to make payments of UPS invoices, and then only consistent with all other restrictions of this Agreement, (2) You may only disclose such Information to the UPS customer associated with such Information, (3) You must indemnify the UPS Indemnitees and hold such indemnitees harmless from any Damages arising out of use of such Information other than consistent with applicable restrictions under this Agreement, including unauthorized access to such Information by third parties, (4) You must not use any such Information identifying a third party, including but not limited to any signature data included in the Information, except for tracking a package and verifying its delivery, (5) You may not store any such Information that comprises a digitized signature image, (6) You must have in place appropriate technical, physical and organizational measures to protect such Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and You must destroy all such Information upon the conclusion of Your services as a Service Provider to the UPS customer associated with such Information and (7) You must separately store such Information and not commingle or combine such Information with any other data, whether in electronic form or otherwise.

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

(b) Customer Specific Information.

(i) *Negotiated Rate Information.* UPS Technology may provide access to specific pricing terms and charges related to Tendered Shipments resulting from confidential negotiations between You and the UPS Parties ("Negotiated Rate Information"). Negotiated Rate Information is Information and therefore as such the Confidential Information of the UPS Parties. Notwithstanding End User Rights Section 1.1(a), You may use Negotiated Rate Information solely in Your internal accounting and billing operations to facilitate payment of charges associated with Your UPS Account and You may not disclose Negotiated Rate Information to any Person other than to a Service Provider or an Affiliate of Yours and then only consistent with End User Rights Section 1.1(a).

(ii) *Reference Rates.* You acknowledge and agree that actual shipping charges invoiced by the UPS Parties may differ from rates provided as Information by the UPS Technology, even when the UPS Technology provides Negotiated Rate Information. Factors that may affect Your actual invoice include but are not limited to the following: actual package characteristics are different than as described to the UPS Parties; the information set out on the shipping label is incomplete or inaccurate; negotiated rates require calculation based on volume; and Additional Charges are incurred during shipment of the package which are unforeseen or incalculable prior to tendering to the UPS Parties.

(c) Tracking. You may only use the tracking functionality of UPS Technology to retrieve Information related to a Tendered Shipment. Certain tracking functionality of the UPS Technology may allow You to direct UPS to provide tracking results to an e-mail address You provide. You agree to direct UPS Technology to send tracking results for a Tendered Shipment only to an e-mail address controlled by a Person affiliated with such Tendered Shipment. In the event an addressee indicates to You that such addressee no longer wishes to receive e-mail messages relating to Tendered Shipments, You shall immediately cease using UPS Technology to direct UPS to send e-mail messages to such addressee. In no event shall UPS be liable for any failure or delay in the transmission or receipt of any tracking results e-mail. You are solely responsible for the content of any text provided by You and transmitted as part of a tracking results e-mail. You shall not include in any tracking results e-mail any content which may be harassing, defamatory, libelous or injurious to any other Person.

(d) Address Matching.

(i) *Identification of Inbound Shipments.* Certain UPS Technology identifies Inbound Shipments by matching the shipment's destination address to an address You provide for use in an address matching enabled services or through associating a LID with a shipment. You warrant that such address information You provide is true, complete and accurate, that You shall, as soon as practical, inform UPS of any change in the address information You provide, and that You are authorized to obtain Information relating to packages delivered by the UPS Parties to the address You provide. You acknowledge and agree UPS Technology (1) may not identify and report all shipments in the UPSI shipping system destined for the address You provide or associated with a LID, (2) may identify and report shipments tendered to UPSI not intended for delivery to the address You provide or not associated with a LID as intended for delivery to the address You provide or associated with the LID, and (3) may identify and report shipments You tender to UPSI to an unaffiliated third party through improper addressing, incorrect address matching by UPS Technology, or an incorrect LID associated such shipment. Shipments identified under subsections (2) and (3) above shall be referred to hereafter as "Misdirected Inbound Shipments". Information available to an unaffiliated third party through UPS Technology concerning Misdirected Inbound Shipments may include the digitized signature image of a shipment recipient. UPS WILL ONLY BE LIABLE TO YOU IN CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE FOR ANY CLAIM OR DAMAGES BASED ON THE DISCLOSURE OF INFORMATION RELATED TO MISDIRECTED INBOUND PACKAGES.

(ii) *Information Related to Misdirected Inbound Shipments.* Information received by You through the UPS Technology related to Misdirected Inbound Shipments is "Information." After You identify any Information concerning Misdirected Inbound Shipments, You agree not to store, disclose or use such Information,

agree to immediately inform UPS of the receipt of such Information, and agree to immediately destroy all copies of such Information. You shall indemnify and hold harmless UPS and its respective directors, officers and employees from and against any and all liabilities or claims or demands for damages and losses caused by your breach of the previous sentence.

(e) Digitized Signature Images and POD Letters. Information may include digitized signature images. Digitized signature images, other than as part of a POD Letter, may not be stored, distributed to any third party, copied or modified. Each POD Letter generated or developed as the result of using or access to UPS Technology may be copied and stored in a non-editable electronic format or a physical, printed format, whether or not it includes a digitized signature. You may distribute a POD Letter, whether or not it includes a digitized signature, to a third party in either electronic or non-electronic format solely to provide proof of delivery to such third party for goods shipped via the shipment referenced in the POD Letter, provided such third party agrees not to distribute to any other party, copy or modify the POD Letter. Each POD Letter may only be stored for eighteen (18) months after the date of delivery of the shipment referenced in the POD Letter, whether or not it includes a digitized signature. Without the prior express written consent of UPS (which consent is not provided in this Agreement), no POD Letter or digitized signature image provided by the UPS Technology may be used for any purpose not expressly permitted by this End User Rights Section 1.1(e). You shall defend, indemnify and hold harmless the UPS Parties from and against any and all liability, losses, damages, costs and expenses (including reasonable legal fees) of any nature whatsoever incurred or suffered by the UPS Parties in connection with damages arising out of or resulting from (i) the use or distribution of a POD Letter, whether or not it includes a digitized signature, or any portion thereof, by any third party directly or indirectly obtaining such POD Letter, or portion thereof, from You, or (ii) a breach of this End User Rights Section 1.1(e) by You.

(f) Data Use. You warrant that You (i) have the right to provide UPS the data You transfer to UPS through the UPS Technology; (ii) have provided notice to and secured consent from the subject(s) of such data as may be required by applicable law for such transfer and use by UPS; and (iii) have a bona fide interest in Information You receive through the UPS Technology and shipments associated with such Information. You acknowledge that all data You transfer to UPS through the UPS Technology will be used by the UPS Parties consistent with the UPS Privacy Policy in force at the time of the submission. You hereby authorize and appoint UPS, UPS Supply Chain Solutions, Inc. and their Affiliates, successors and assigns to share records referred to in 19 C.F.R., Parts 111 and 163, including any documents, data, or information pertaining to Your business, with any or all of the subsidiaries and/or divisions of United Parcel Service, Inc. (cumulatively, "UPSI"). UPSI, including without limitation, UPS and UPS Supply Chain Solutions, Inc., may engage a third party to provide routine and administrative business processes (e.g. bill generation, collections, banking, data imaging, and document storage), and You hereby provide UPSI with consent to the release of documents, including those pertaining to Your business, for the purpose of the recipient performing such routine and administrative business processes. You acknowledge, consistent with the UPS Supply Chain Solutions, Inc. Terms and Conditions of Service, that You have the duty and are solely liable for maintaining all records required under the Customs and/or other laws of the United States and that this Agreement in no way requires UPSI to, and UPSI does not accept an obligation to, act as a "recordkeeper" or "recordkeeping agent" for You.

1.2 Access to and Use of UPS Materials.

(a) Access in Compliance with Law. You agree to access and use UPS Materials only in strict compliance with all applicable laws, rulings and regulations. You may not use or access UPS Materials in any way that, in UPS's reasonable judgment, adversely affects the performance or function of UPS Technology or interferes with the ability of others to access UPS Technology. Any access to or use of the UPS Materials that is inconsistent with the terms of this Agreement is unauthorized and strictly prohibited without the express prior written consent of UPS.

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

damages arising from any interruption, suspension or termination of hosted UPS Technology, regardless of the cause.

(c) Third Party Service. You may access UPS Technology through a hosted third party service ("Third Party Service"). In connection with use of the Third Party Service, You may provide information to the Person hosting the Third Party Service ("Host") that identifies You as well as non-identifying information ("Your Information"). You explicitly agree that Host may share Your Information with UPS and that UPS may utilize Your Information (i) in connection with Your transactions presented to UPS through the Third Party Service, and (ii) in any manner consistent with the UPS Privacy Policy as if You provided Your Information directly to UPS. You furthermore agree that UPS may provide to Host any and all information concerning Your transactions presented to UPS through the Third Party Service for its own use and distribution in order for Host to provide the Third Party Service to You.

(d) System Accounts. Certain UPS Technology requires You to establish a System Account and an associated login ID and password. You shall only use Your assigned System Account when accessing the UPS Technology associated with that System Account. You are not permitted to access UPS Technology using the System Account assigned to any other Person. You may not disclose Your System Account login ID and password to any other Person. YOU SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR AND INDEMNIFY THE UPS INDEMNITEES FOR DAMAGES RELATED TO ANY USE OF OR ACCESS TO UPS TECHNOLOGY BY ANY PERSON THAT GAINS ACCESS THROUGH USE OF YOUR SYSTEM ACCOUNT, INCLUDING WITHOUT LIMITATION, ANY DIRECT OR INDIRECT USE OR ACCESS, WHETHER OR NOT AUTHORIZED BY YOU.

(e) Internet.

(i) *Internet Reliance*. You acknowledge the UPS Technology provides functionality utilizing the Internet that is not under the control of UPSI. Accordingly, You agree that neither UPS nor UPSI shall be responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused by (x) Your improper or incorrect use of the Internet; (y) Your reliance on any content, goods or services available through the Internet; or (z) Your inability to access the UPS Systems, hosted UPS Technology or the Internet or any of its Web sites. You also acknowledge that Your use of the UPS Technology may incur third party telecommunication or other connection charges for which You are solely responsible. No party will be responsible for any damages or other liability resulting from a party's inability to receive or transmit to the UPS Systems Information or other data related to Tendered Shipments if caused by any reason beyond the reasonable control of any party, including without limitation, any occurrence of any act of God, strike, industrial disturbance, act of terrorism, fire, electrical failure, major computer hardware or software failure, equipment delivery delay or act of a third party.

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

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

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

(h) Cookies and UPS Websites.

(i) Cookies are small text files that a Web site can send to Your browser for storage on the hard drive. Cookies can make the use of the Web easier by saving and administering status, application preferences and other user information. Most browsers are initially set to accept cookies but You can change the setting to refuse cookies or to be alerted when cookies are being sent. For instructions on how to change cookie settings, look in the "Help" menu on Your browser. Although refusal of cookies will not interfere with Your ability to interact with the UPS Web Sites, You will need to accept cookies in order to use certain UPS Technology provided at the UPS Web Sites (for example, UPS.com Shipping).

(ii) UPS uses cookies (sometimes in conjunction with other technology such as Web beacons) (1) to keep track of and administer Your status, preferences, business information and other information provided by You, (2) for security purposes, (3) to understand visitor usage on the UPS Web Sites on an anonymous basis, and (4) to evaluate the effectiveness of certain advertising efforts.

(iii) Other than cookies used in connection with registered users of a UPS Web Site or used to transfer information from one application to another on one or more of the UPS Web Sites, information collected by cookies and Web beacons used in connection with the UPS Web Sites is not used by UPS to identify an individual. UPS.com cookies are placed every time You log into UPS.com and are available for that session only. Cookies used to transfer information from one application to another are available only in the session of that transfer. Other cookies are stored indefinitely on Your hard drive.

1.3 Information Warranty.

You represent and warrant that any information You provide to UPS about Yourself through the UPS Technology is true, accurate, complete and current information. If You provide any information that is untrue, inaccurate, incomplete or that becomes untrue, inaccurate or incapable, or UPS has reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, UPS has the right to suspend or terminate Your right to access and use any or all UPS Technology. You acknowledge and agree that UPS will not be required to investigate or question the validity or accuracy of any information You provide to UPS.

1.4 General Software Terms and Conditions.

The following terms and conditions govern Your use of all Software UPS distributes to You.

(a) Limited License. Subject to the terms and conditions of this Agreement, including, without limitation, General Terms and Conditions Section 2, upon UPS providing Software to You, You may install and use the Software in object code format only and the Software may only be used on computers owned, leased or otherwise controlled by You. You acknowledge that UPS grants You no other rights to the Software other than the rights specifically provided herein. You hereby agree and acknowledge that during installation the Software may (1) identify and use the particular operating system and operating system settings of the hardware upon which the Software is loaded and (2) access Your confidential and proprietary information and/or interface with certain of Your databases, and You hereby consent to such identification, access, use and/or interface.

(b) Geographic Restriction. The Software may not be used or accessed from the Restricted Territory.

(c) Reverse Engineering. Customer may not reverse engineer the Software. Notwithstanding the foregoing and without limiting the generality of General Terms and Conditions Section 2.2, in those jurisdictions where law grants You rights to translate, decompile, reverse engineer, disassemble the Software that You cannot waive, You may exercise such rights to translate, decompile, reverse engineer, disassemble only to the extent necessary to achieve interoperability of the Software with an independently created program, but solely in the event that the information necessary to achieve interoperability has not been made available to You by UPS within a reasonable time upon Your written request. Such decompilation shall be restricted to the parts of the Software that are necessary to achieve interoperability.

(d) **Subcontractors.** You may employ a subcontractor, at Your sole expense, to install the Software, so long as (1) You enter into an agreement with such subcontractor requiring the subcontractor's compliance with this Agreement, (2) You remain fully responsible to UPS for such subcontractor's compliance with this Agreement, and (3) nothing contained in any agreement between You and the subcontractor shall bind UPS.

(e) **Termination.** Your license in any Software shall terminate upon the earlier of expiration or termination of this Agreement or termination of Your right to use the UPS Technology associated with Software (e.g. termination of Your right to use UPS CampusShip also terminates Your right to use the Software known as Scheduled Import Tool). On expiration of this Agreement or termination of the license in any Software for any reason, You shall immediately purge from Your hardware, systems, and other storage media and devices all copies of the Software associated with the expired or terminated license.

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

(g) **U.S. Government End Users.** The Software qualifies as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212 or DoD FAR Supp. 227.7202-1(a), as applicable. Consistent with FAR 12.212, FAR § 27.405(b)(2) and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, all government end users acquire the Software with only those rights set forth in this Agreement. Use of the Software constitutes agreement by the government that the Software is "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein. If the foregoing is not applicable to a particular U.S. government agency, the Software is provided to such agency with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS and, in such event, use, duplication, or disclosure by the U.S. government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software—Restricted Rights clause at FAR 52.227-19.

(h) **Application Reporting.** The **WorldShip Software** and **UPS Widget** include functionality that permits UPS to measure Your usage of various features of these applications and informs UPS of this usage electronically. In the **WorldShip Software**, this functionality is known as "Feature Stats." The application reporting functionality collects a log of Your activities while using the **WorldShip Software** or **UPS Widget**, including the following: (1) in what processes of the **WorldShip Software** are used to add, validate, or classify a "deliver to" address; (2) how often the "Help" function of the **WorldShip Software** is accessed; (3) how often packages are processed through the WorldShip Software using pre-defined characteristics; and (4) how often the various **UPS Widget** features are used. UPS shares this information with the members of UPSI and UPSI uses this information consistent with the [UPS Privacy Policy](#). In particular, UPSI uses this information to determine the popularity of and improve the functionality of the **WorldShip Software** and **UPS Widget** and to enhance the services UPSI makes available to You. Consistent with the [UPS Privacy Policy](#), UPS does not transfer, assign or convey, in any manner whatsoever, any of the information collected through the application reporting functionality to third parties. If You do not wish to participate in the application reporting functionality for **UPS WorldShip**, You must e-mail UPS at worldshipreqst@ups.com (or contact Your account representative) and UPS will remotely disable this functionality. If You do not wish to participate in the application reporting functionality for **UPS Widget**, do not install UPS Widget on Your computer system or if You no longer wish to participate in this functionality after You install UPS Widget, You must uninstall UPS Widget from Your computer system.

1.5 General Terms and Conditions for Shipping.

(a) **Applicability of Shipping Services Agreements.** Tendered Shipments manifested through UPS Technology under a UPS Account are subject to and governed by the then current shipping services contract for the applicable UPS Account. ALL TENDERED SHIPMENTS, INCLUDING BUT NOT LIMITED TO, THOSE NOT SUBJECT TO A SHIPPING SERVICES CONTRACT, ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE UPS TERMS AND CONDITIONS OF CARRIAGE/SERVICE IN EFFECT AT THE TIME OF SHIPPING.

(b) Free Circulation and Stopping Places. Tendered Shipments manifested through the UPS Technology must be goods in Free Circulation. The term Free Circulation means (1) goods having an origin in the same country where transportation of the goods begins and ends, or (2) goods having an origin in another country, but which clear customs in the country where the transportation of the goods begins and ends.

(c) Use of LID. You acknowledge that You may be asked by other UPS customers to include a LID in the PLD package information for a Tendered Shipment. The LID allows UPS customers to participate in certain UPS Visibility Services (e.g. tracking of Inbound Shipments through Quantum View Data). You further acknowledge that if You choose to include the LID in Your PLD records, UPS may, as part of providing the UPS Visibility Services, distribute to the UPS customer supplying the LID or a third party, both at the request of such UPS customer, the information of such PLD records, and that the recipient may use and further distribute such information to other Persons.

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

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

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

(g) Information for Shipments.

(i) *General.* You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages arising out of or related to any incomplete, improper, incorrect or false statement provided by You in connection with the Tendered Shipments manifested through the UPS Technology. You remain solely responsible for compliance with labeling and marking requirements under applicable law including without limitation designation of origin, for all Tendered Shipments manifested through the UPS Technology, including without limitation, the individual packages of consolidated shipments, even if the UPS Parties perform labeling services for Tendered Shipments manifested through the UPS Technology.

(ii) *International.* You must provide required information and documentation for export control, census reporting and/or customs clearance when a Tendered Shipment is manifested through the UPS Technology. By providing required information and documentation to UPS, You certify that all statements and information relating to the exportation and importation of Tendered Shipments manifested through the UPS Technology are true and correct and, consistent with General Terms and Conditions Sections 12.9 and 12.10. Furthermore, You understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false, misleading or fraudulent statements, or for the violation of U.S. export control, census reporting, and customs laws, including without limitation 13 U.S.C. Section 305, 22 U.S.C. Section 2778, 50 U.S.C. App. 2410, and 15 U.S.C. Section 1125. If You are the importer of record for any shipment, You authorize the UPS Parties to

disclose information about the shipment originating with a national or transnational customs service to any Person having a bona fide interest in the shipment.

1.6 Use of Customer Logo.

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

1.7 Beta Technology.

In some instances, UPS may make available to You during a test period enhancements to the UPS Technology or additional new technology that are not generally available (collectively, "Beta Technology"). If the Beta Technology is an enhancement to existing UPS Technology it shall be considered part of its corresponding base UPS Technology and the sections of this Agreement that apply to such UPS Technology shall apply to the Beta Technology. If the Beta Technology is for an additional new technology, UPS will provide notice of the sections of this Agreement that apply to Your use of the Beta Technology. UPS SHALL HAVE NO LIABILITY TO YOU RELATED TO YOUR USE OF BETA TECHNOLOGY. In the case of any conflict between the other terms of this Agreement and this Section 1.7, this Section 1.7 shall control.

(a) Confidentiality. You shall (a) keep and maintain (i) the existence, features, operation, security, performance, assessment, evaluation, capabilities and content of the Beta Technology; (ii) Your comments, questions and suggestions related to the Beta Technology; and (iii) all other information and data related to or embodied in the Beta Technology, confidential during the test period for such Beta Technology set by UPS and for a period of five (5) years thereafter, except as otherwise mandated by law; (b) prevent any third party from obtaining access to or using the Beta Technology without UPS's prior written approval; and (c) return any information or documentation concerning the Beta Technology to UPS within ten (10) days after the earlier to occur of the termination or expiration of the test period for such Beta Technology set by UPS. You have no obligation of confidentiality with respect to any information identified in the preceding sentence that You (x) already possess without obligation of confidentiality, (y) develop independently, or (z) rightfully receive without obligation of confidentiality from a third party, each as demonstrated by Your contemporaneous written records. In addition, You will have no obligation of confidentiality for any Beta Technology that becomes public knowledge without a breach of this Agreement or any other agreement with UPS.

(b) Use of Your Information. You agree that UPS shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works from, and distribute to others without limitation or obligation of any type to You all comments, information, data, and suggestions, including feedback data (but not including financial data, financial plans or product plans not commonly known or publicly available), that You provide to UPS related to the Beta Technology. Further, UPS shall be free to use any ideas, concepts, know-how, or techniques contained in such information without limitation or obligation of any type to You.

(c) Defects and Errors. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) BETA TECHNOLOGY MAY CONTAIN DEFECTS AND ERRORS AND UPS MAKES NO REPRESENTATION OR WARRANTY THAT THE BETA TECHNOLOGY WILL MEET YOUR REQUIREMENTS, OR THAT ITS USE OR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE; (B) THE BETA TECHNOLOGY IS NOT COMMERCIALY RELEASED AND THAT UPS IS UNDER NO OBLIGATION TO MAKE THE BETA TECHNOLOGY AVAILABLE FOR SALE OR LICENSING AT ANY TIME IN THE FUTURE; AND (C) UPS SHALL NOT BE REQUIRED TO PROVIDE ANY MAINTENANCE, SUPPORT, OR OTHER SERVICES RELATED TO THE BETA TECHNOLOGY.

(d) Test Period. The test period for Beta Technology will run from the date You receive the Beta Technology until a date specified by UPS in its sole discretion. UPS may terminate the test period and all rights

granted in the Beta Technology at any time for convenience upon notice to You. You agree to discontinue use of the Beta Technology at the earlier of the end of the test period or termination of the test period by UPS. The Beta Technology may only be used in connection with Tendered Shipments.

ARTICLE 2 - UPS TECHNOLOGY SPECIFIC TERMS

The rights and restrictions provided under End User Rights Article 2 apply to the identified UPS Technology. Accordingly, the rights and restrictions are applicable to You only if You use or access the UPS Technology to which those rights and restrictions apply. Prior to any use of or access to the UPS Technology identified in End User Rights Article 2, please review the rights and restrictions applicable for use of and access to that UPS Technology.

2.1 UPS Developer Kit API.

End User Rights Section 2.1 provides specific terms and conditions for access to and use of the UPS Technology known as the **UPS Developer Kit API**.

There are two methods by which You may receive access to the **UPS Developer Kit API**.

If You have received API Technical Documentation from UPS, You are licensed to develop Application(s) by incorporating the **UPS Developer Kit API** into Your e-commerce application for Your Internal Purposes only and all of the rights and restrictions included in End User Rights Section 2.1(a)-(b) apply to Your access to and use of the **UPS Developer Kit API**, as well as the General Terms and Conditions and those Sections of this Agreement specified in End User Rights Section 2.1(c) for the specific UPS Developer Kit APIs You access and use.

If You receive access to the **UPS Developer Kit API** as part of a UPS Ready Solution developed by a Person other than Yourself, You will not receive API Technical Documentation and have no right to develop an Application or distribute an Application or UPS Ready Solution. You are entitled to access the **UPS Developer Kit API** only through that UPS Ready Solution for Your Internal Purposes. If so, all of the rights and restrictions included in End User Rights Section 2.1(b) apply to Your access to and use of the **UPS Developer Kit API** as well as the General Terms and Conditions and those Sections of this Agreement specified in End User Rights Section 2.1(c) for the specific UPS Developer Kit API(s) You access and use.

(a) Development Terms and Conditions.

(i) *Consent to Use API Technical Documentation.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in the UPS Technology, UPS hereby permits and consents to Your use during the Term of API Technical Documentation for a **UPS Developer Kit API** in the Permitted Territory for such **UPS Developer Kit API** for the sole purpose of developing the Interfaces and incorporating the Interfaces into the Application pursuant to the instructions and restrictions in this Agreement and the API Technical Documentation. You will not be able to use any UPS Developer Kit API that is a Premium API in a production environment until UPS has reviewed and provided written approval of the Application, including such UPS Developer Kit API. Such approval shall be at UPS's sole discretion.

(ii) *Subcontractors.* You may employ a subcontractor, at Your sole expense, to develop Interfaces and provide such subcontractor access to the API Technical Documentation solely for the purpose of incorporating such Interfaces into the Application, so long as (1) You enter into an agreement with such subcontractor requiring the subcontractor's compliance with those portions of this Agreement applicable to the subject of UPS Developer Kit APIs, including without limitation the restrictions on disclosure of the API Technical Documentation and Information, (2) You remain fully responsible to UPS for such subcontractor's compliance with those portions of this Agreement applicable to the subject of UPS Developer Kit APIs; and (3) nothing contained in any agreement between You and the subcontractor shall bind UPS. The Interfaces developed or provided by a subcontractor pursuant to End User Rights Section 2.1(a)(ii) must be developed solely for the Application and must not be a standardized product marketed generally to the public by the subcontractor.

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

(iv) *Consent to Limited Use of UPS Mark.* Subject to compliance with the terms and conditions of this Agreement, UPS hereby permits and consents to the use by You of the UPS Mark in the Application solely in the manner described in this End User Rights Section 2.1(a)(iv) and any API Technical Documentation You receive from UPS. This permission and consent by UPS is limited, revocable, non-exclusive and non-transferable. Subject to End User Rights Section 2.1(a)(vii) hereof, UPS may revoke its permission and consent to the use of the UPS Mark at any time with or without cause upon ninety (90) days' written notice to You. Upon termination of Your right to use the API Technical Documentation pursuant to End User Rights Section 2.1(a)(i), this permission and consent to use the UPS Mark shall be revoked.

You agree and acknowledge: (1) that UPS owns all right, title and interest in and to the UPS Mark and all associated goodwill, and (2) that Your use of the UPS Mark and all use by a subcontractor pursuant to End User Rights Section 2.1(a)(ii) will and does inure to the benefit of UPS. Further, You shall not adopt, use, or register any corporate name, trade name, domain name, trademark, service mark, certification mark or other designation similar to, or containing in whole or in part, the UPS Mark. UPS shall have the sole right to and in its sole discretion may commence, prosecute or defend and control any action concerning the UPS Mark. You shall cooperate with UPS in enforcing UPS's rights identified in this subsection.

You agree to maintain the quality of the Application and Your use of the UPS Mark at a level that meets or exceeds standards of quality and performance generally accepted in the industry. You shall fully correct and remedy any deficiencies in Your use of the UPS Mark and conformance to the requirements of this End User Rights Section 2.1(a)(iv) upon reasonable notice from UPS.

All screens or forms generated by the Application including Information will include (1) the UPS Mark positioned in reasonable proximity to the Information and of an appropriate size to readily identify the source of the Information as UPS and (2) the following language at the bottom of every screen that displays the UPS Mark: "UPS, the UPS brandmark, and the Color Brown are trademarks of United Parcel Service of America, Inc. All Rights Reserved". Except as set forth in the preceding sentence, You have no right to use the UPS Mark or any other UPS Intellectual Property without the prior written approval of UPS Legal Department. Specifically:

- The UPS Mark may not be used in any manner that expresses or might imply UPS's affiliation, sponsorship, endorsement, certification or approval. Your use of the UPS Mark shall only be in a manner that makes accurate references to UPS and UPS's services.
- You may not use the UPS Mark in any way that, in UPS's judgment, diminishes or otherwise damages the goodwill of UPS, including as represented by and in the UPS Mark. You may not use the UPS Mark in connection with any product or service that infringes any intellectual property rights of UPS or third parties or violates any state, federal or international law, regulation or ruling or is harmful to UPS's reputation or business.
- You shall not use the UPS Mark in association with any third party trademarks in a manner that might suggest co-branding or otherwise create potential confusion as to source or sponsorship of the Application, or ownership of the UPS Mark.
- The UPS Mark shall be used only as provided by UPS electronically or in hard copy form. The UPS Mark may not be added to or altered in any manner, including proportions, colors, elements, etc., or animated, morphed or otherwise distorted in perspective or dimensional appearance.
- The UPS Mark may not be combined with any other symbols, including words, logos, icons, graphics, photos, slogans, numbers or other design elements. A minimum amount of empty space must surround the UPS Mark separating it from any other object, such as type, photography, borders, edges, etc. The required area of empty space around the UPS Mark must be $1/3x$, where x equals the height of the layout of the UPS Mark used.

- The rights granted to licensees under Section 26 of the Australian Trade Marks Act of 1995 (Commonwealth) and Section 27 of the New Zealand Trade Marks Act 1953 are specifically excluded.

(v) *Access to Applications.* Upon written request, You shall provide to UPS, at the election of UPS, access to or a copy of the Application (and/or any Update thereto) and the URL for each location of the Application on the Internet (if the Application is used or made available through the Internet) for the purpose of determining the Application's compatibility with the API Technical Documentation, UPS Systems and Your compliance with the terms of this Agreement. If UPS determines the Application is not compatible with the UPS Systems or does not comply with this Agreement or the API Technical Documentation, You shall make any changes to the Interfaces requested by UPS and UPS may further request that You prevent access to and use of the Application until such time as UPS has provided You a written statement that the Application is compatible with the UPS Systems and in compliance with the terms of this Agreement and the API Technical Documentation.

(vi) *Headquarters.* You represent and warrant that if the Application (1) does not include access to the **TradeAbility API**, then You are headquartered in a country that is in the Permitted Territory for each **UPS Developer Kit API** of such Application, (2) includes only access to the **TradeAbility API**, then You are headquartered in the Permitted Territory for **UPS TradeAbility** or (3) includes access to the **TradeAbility API** and at least one other **UPS Developer Kit API**, then You are headquartered in a country in the Permitted Territory for each of the **UPS Developer Kit APIs** of such Application and **UPS TradeAbility**.

(vii) *Termination.* If You distribute Applications to a third party, other than as authorized in End User Rights Section 2.1(b)(ii), UPS may terminate Your license to the **UPS Developer Kit API** and You shall (1) immediately cease any and all such distribution to any third party (and recall any such distributed Applications) and disable all access to the Interfaces by any third party; (2) provide written notice to each third party that received the Application or access to the Interfaces that distribution by You was without a license by UPS and any use of the Application is unauthorized, the text of such notice to be approved by UPS in advance; and (3) provide to UPS a complete list of all third parties to whom You have distributed or provided access to the Interfaces.

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

(ix) *Tracking Information.* You must conspicuously display the following language, or such other language provided by UPS from time to time, in reasonable proximity to the tracking input and output information screens (which may include in a pop-up or daughter window browser accessed through a hypertext link located in reasonable proximity to the tracking input and output screens pursuant to the requirements of the API Technical Documentation):

“NOTICE: The UPS package tracking systems accessed via this service (the “Tracking Systems”) and tracking information obtained through this service (the “Information”) are the private property of UPS. UPS authorizes You to use the Tracking Systems solely to track shipments tendered by or for You to UPS for delivery and for no other purpose. Without limitation, You are not authorized to make the Information available on any web site or otherwise reproduce, distribute, copy, store, use or sell the Information for commercial gain without the express written consent of UPS. This is a personal service; thus, Your right to use the Tracking Systems or Information is non-assignable. Any access or use that is inconsistent with these terms is unauthorized and strictly prohibited.”

You shall further design the Application such that any Person must be required to affirmatively acknowledge acceptance of the language provided above pursuant to the requirements of the API Technical Documentation before submitting a tracking transaction to the UPS Systems.

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

(xi) *Notices.* You must include in every copy of the Application or the Interfaces which contains the UPS Mark, and in any POD Letters, a prominent reproduction of UPS’s copyright and proprietary notices in a form and format specified by UPS from time to time.

(xii) *Security Elements.* You shall permanently integrate, subject to the terms of this Agreement or unless instructed otherwise by UPS, Security Elements provided by UPS with the Interfaces before any use of such Interfaces to access the UPS Systems.

(xiii) *Prior Agreements.* Notwithstanding General Terms and Conditions [Section 12.12](#), any prior “Limited Release” agreements that You may have entered into with UPS licensing to You the **UPS Street Level Address Validation API** and agreements by You with respect to **UPS Internet Tools**, including without limitation the UPS Logo and Interface License Agreement and UPS Internet Tools Agreement for end users, remain in full force and effect in accord with their terms.

(b) Use Terms and Conditions.

(i) *Access and Use.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use: (1) the Standard APIs and approved Premium APIs via an Application installed on computers or hosted pursuant to End User Rights [Section 2.1\(b\)\(ii\)](#) and accessed from computers, at any of Your locations or facilities in the Permitted Territory for such **UPS Developer Kit API**, or (2) a UPS Ready Solution installed on computers or hosted pursuant to End User Rights [Section 2.1\(b\)\(ii\)](#) and accessed from computers, at any of Your locations or facilities in those countries where UPS has granted the UPS Ready Vendor the right to distribute the UPS Ready Solution (see Your UPS Ready Vendor for a list of those countries), in each case, on a limited, revocable, non-exclusive, non-assignable, non-transferable basis solely for the purpose of obtaining Information.

(ii) *Restrictions on Hosting.* For an Application that does not include access to **UPS TradeAbility**, You may (1) host the Application at Your facilities in any country that is in the Permitted Territory of each **UPS Developer Kit API** of such Application or (2) contract with a Service Provider that is not a UPS Competitor (“Hosting Provider”), unless such UPS Competitor is approved in writing by UPS, to host the Application at a facility of the Hosting Provider in any country that is in the Permitted Territory for the **UPS Developer Kit API** of such Application, solely for Your benefit. For an Application that includes access to **UPS TradeAbility** only, You may (1) host the Application at Your facilities in the Permitted Territory for **UPS TradeAbility** or (2) contract with a Hosting Provider to host the Application solely for Your benefit. For an Application that includes both access to **UPS TradeAbility** and at least one other **UPS Developer Kit API**, You may (1) host the Application at Your facilities in a country in the Permitted Territory for each of the **UPS Developer Kit APIs** of such Application and **UPS TradeAbility** or (2) contract with a Hosting Provider to host the Application at a facility of the Hosting Provider in a country in the Permitted Territory for each of the **UPS Developer Kit APIs** of such Application and **UPS TradeAbility**, solely for Your benefit. You may (1) host the UPS Ready Solution at Your facilities in those countries where UPS has granted the UPS Ready Vendor the right to distribute the UPS Ready Solution (See Your UPS Ready Vendor for a list of those countries) or (2) contract with a Hosting Provider to host the UPS Ready Solution at a facility of the Hosting Provider in a country in which the right to distribute the UPS Ready Solution has been granted (See Your UPS Ready Vendor) for a list of those countries.

(iii) *Support and Maintenance.* UPS shall have no obligation to provide any support or maintenance for any Application or UPS Ready Solution. You should contact the licensor to obtain support for such UPS Ready Solution.

(iv) *No Right to Alter the UPS Mark.* You may not alter the display the UPS Mark in any manner. The rights granted to You under Section 26 of the Australian Trade Marks Act of 1995 (Commonwealth) and Section 27 of the New Zealand Trade Marks Act 1953 are specifically excluded.

(v) *Security Elements.* UPS may provide You with Security Elements which will be incorporated into a UPS Ready Solution. You shall not disclose the Security Elements to any third party except the licensor of the UPS Ready Solution.

(c) Individual UPS Developer Kit APIs.

(i) *UPS Tracking API (HTML, XML, and Web Services)*

Access to and use of UPS Tracking API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a);1.1(c)-(d); 1.1(f); 1.2(a)-(g); 1.3; 1.7;
2.1(b);
and if the right to develop has been granted by UPS, End User Rights
Section 2.1(a)

(ii) *UPS Rating API (HTML, XML, and Web Services).*

Access to and use of UPS Rating API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.2(a)-(g); 1.3; 1.7; 2.1(b);
and if the right to develop has been granted by UPS, End User Rights
Section 2.1(a)

(iii) *UPS Address Validation API (XML) and UPS Street Level Address Validation API (XML and Web Services).*

Access to and use of UPS Address Validation
and UPS Street Level Address Validation APIs are governed by the
following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3; 1.7; 2.1(b);
2.1(c)(iii);
and if the right to develop has been granted by UPS, End User Rights
Section 2.1(a)

Any request to the **UPS Address Validation API** or **UPS Street Level Address Validation API** shall be solely for the purpose of validating an address in connection with tendering a package intended for delivery via services offered by UPSI. You shall design the Application(s) such that the following language, or such other language provided by UPS from time to time, is conspicuously displayed on the same visible screen as, and in reasonable proximity to, the information informing the user of an invalid address: “NOTICE: UPS assumes no liability for the information provided by the address validation functionality. The address validation functionality does not support the identification or verification of occupants at an address.” Further, You shall design the Application(s) such that

the following language, or such other language provided by UPS from time to time, is conspicuously displayed on the same visible screen as, and in reasonable proximity to, Information returned from the **Address Validation API** or **Street Level Address Validation API** informing the user either (at Your option): (1) with respect to a P.O. Box address, or (2) with respect to any address: “NOTICE: The address validation functionality will validate P.O. Box addresses, however, UPS does not deliver to P.O. Boxes, attempts by customer to ship to a P.O. Box via UPS may result in additional charges.”

(iv) *UPS Time in Transit API (XML and Web Services).*

Access to and use of UPS Time in Transit API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3; 1.7; 2.1(b);
and if the right to develop has been granted by UPS, End User Rights
Section 2.1(a)

(v) *UPS Shipping API (XML and Web Services).*

Access to and use of UPS Shipping API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a) – (b); 1.1(f); 1.2(a)-(g); 1.3;
1.5; 1.7; 2.1(b); 2.1(c)(v); and if the right to develop has been granted
by UPS, End User Rights Section 2.1(a)

You must have a UPS Account to access and use the **Shipping API**. All Tendered Shipments manifested through the **Shipping API** must be billed to (1) Your UPS Account; or (2) a valid credit card account acceptable to UPS; or (3) a UPS Account assigned by UPS to the consignee (this payment method also known as freight collect billing); or (4) a UPS Account assigned by UPS to a third party who has authorized You to use such UPS Account for a Tendered Shipment (this payment method also known as third party billing). You may not use a UPS Account which You have not been authorized to use. For clarity, Your license allows use of any Application or UPS Ready Solution at all of Your locations and facilities, consistent with the restrictions of End User Rights Section 2.1(b)(ii).

(vi) *UPS Signature Tracking API (XML and Web Services).*

Access to and use of UPS Signature Tracking API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(c)-(f); 1.2(a)-(g); 1.3; 1.7; 2.1(b);
and if the right to develop has been granted by UPS, End User Rights
Section 2.1(a)

(vii) *UPS Freight Shipping API (Web Services).*

Access to and use of UPS Freight Shipping API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.2(a)-(g); 1.3;
1.5(a); 1.5(d); 1.5(f)-(g); 1.7; 2.1(a)-(b); and 2.1(c)(vii).

(viii) *UPS Freight Rating API (Web Services).*

Access to and use of Freight Rating API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.2(a)-(g); 1.3; 1.7; 2.1(a)-
(b).

(ix) *UPS Freight Pickup API (Web Services).*

Access to and use of UPS Freight Pickup API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3;
1.7; and 2.1(a)-(b).

(x) *UPS Locator (XML).*

Access to and use of UPS Locator/Drop Off Locator
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3;
1.7; and 2.1(a)-(b).

(xi) *UPS File Download for Quantum View (XML).*

Access to and use of UPS File Download for Quantum View (XML)
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3-1.4; 1.7; and
2.1(a)-(b)

(xii) *UPS Pickup API (Web Services).*

Access to and use of UPS Pickup API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3-1.4; 1.7; and
2.1(a)-(b)

(xiii) *UPS Delivery Intercept (Web Services).*

Access to and use of UPS Delivery Intercept
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3-1.4; 1.7; and
2.1(a)-(b)

(xiv) *UPS Air Freight Shipping API (Web Services).*

Access to and use of UPS Air Freight Shipping API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3-1.4; 1.7; 2.1(a)-
(b) and 2.1(c)(xiv)

All Tendered Shipments manifested through UPS Air Freight Shipping API will be governed by the Waybill for such shipments and the [UPS Air Freight Terms And Conditions Of Contract For UPS Air Freight Services In The United States, Canada, And International.](#)

(xv) *UPS Air Freight Rating API (Web Services).*

Access to and use of UPS Air Freight Rating API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3-1.4; 1.7; and
2.1(a)-(b)

(xvi) *UPS Air Freight Pre-Authorization API (Web Services).*

Access to and use of UPS Air Pre-Authorization API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3-1.4; 1.7; and
2.1(a)-(b)

(xvii) *UPS Returns on the Web (ROW) API.*

Access to and use of UPS ROW API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3; 1.5;
1.7; 2.1(b); 2.1(c)(xvii); and if the right to develop has been granted by
UPS, End User Rights Section 2.1(a)

ROW Agreement. You acknowledge and agree that UPS will not distribute the ROW Security Elements to You, or permit You to exchange information with the **UPS ROW API** via the Interfaces, until such time as You and UPS have also entered into the UPS Returns on the Web™ Limited Release Contract Carrier Agreement (“ROW Agreement”). Upon proper execution of the ROW Agreement by UPS and You, UPS permits and consents to You exchanging information with the **UPS ROW API** via the Interfaces as reasonably needed during the Term and in accordance with the other terms of this Agreement.

Payment. You shall pay UPS those amounts set forth in the ROW Agreement and in accordance with each of the terms of the ROW Agreement for use of the **UPS ROW API** and the UPS Systems as set forth therein.

UPS Account. All Tendered Shipments manifested through the **UPS ROW API** must be billed to Your UPS Account or one of the agreed upon vendor UPS Accounts listed in Attachment A to the ROW Agreement, which such UPS Accounts must correspond to Your physical address or the applicable vendor’s UPS daily pick-up service.

(xviii) *UPS TradeAbility API.*

Access to and use of UPS TradeAbility API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3; 1.7; 2.1(b);
2.6(j); and if the right to develop has been granted by UPS, End User
Rights Section 2.1(a)

(xix) *UPS Electronic Manifest.*

Access to and use of UPS Electronic Manifest
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3; 1.5;
1.7; 2.1(b); 2.1(c)(xix); and if the right to develop has been granted by
UPS, End User Rights Section 2.1(a)

License. Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in the UPS Technology, You may access and use the UPS Technology known as **UPS Electronic Manifest** in the Permitted Territory to upload PLD for an Outbound Shipment to UPS solely for Your own Internal Purposes. You shall not permit or authorize any third party to use or access **UPS Electronic Manifest** via any Interfaces or other software developed by You or any third party.

Upload Requirements. You agree that You may only upload PLD to **UPS Electronic Manifest** if You (1) first validate all PLD with the **UPS Rating API** and an address validation function that validates the accuracy of city, state and postal code (if applicable), (2) have received a written certification from UPS indicating that the Application and any Interfaces used in connection with the Application have been reviewed and approved by UPS, or (3) You have obtained access to **UPS Electronic Manifest** via a UPS Ready Solution. Such certification is void if the Application or Interfaces are in any way modified or altered or used in connection with any software which affects the performance of the Application or Interfaces.

Smart Labels. You shall only print Smart Labels from PLD that has been validated in accordance with the subsection entitled “Upload Requirements” above. You may only print one unique Smart Label for a package and each unique Smart Label may only be used in connection with the unique package for which such unique Smart Label was generated. You may not copy, photocopy, reproduce, modify, alter, distribute, transfer, store, sell, lease, transmit or disclose, electronically or otherwise, Smart Labels, to any third party. You may only use Smart Labels in connection with shipments tendered by You to UPS for delivery and for no other purpose.

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

Timing of PLD Upload. You must transmit to UPS the PLD for any Outbound Shipment manifested through **UPS Electronic Manifest** before pickup of those packages by the UPS driver. Any PLD transmitted to UPS through **UPS Electronic Manifest** may only be transmitted directly from Your hardware, which hardware must be physically located at Your facilities that are in the Permitted Territory for **UPS Electronic Manifest**, and not the facilities of or through any third party except for those third parties acting in the capacity of an ISP or Hosting Provider, and then only to the extent they are acting in that capacity. Any Outbound Shipment manifested through **UPS Electronic Manifest** and received by UPS daily pick-up service must be billed only to a UPS Account and such UPS Account must correspond to the physical address of Your UPS Daily Pick-Up service.

(xx) *UPS Web Discount API.*

Access to and use of UPS Web Discount API
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.2(a)-(h); 1.3; 1.5; 1.7;
2.1(b); and if the right to develop has been granted by UPS, End User
Rights Section 2.1(a)

2.2 **UPS Shipping Systems Group.**

(a) **UPS WorldShip.**

Access to and use of UPS WorldShip
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(d); 1.1(f); 1.2(a)-(g); 1.3-1.5; 1.7; and
2.2(a)

This Agreement covers access to and use of **UPS WorldShip** version 9.0 and later, as well as associated helper applications, including without limitation **UPS Hazardous Materials Software**, which facilitates the shipment of

dangerous goods and hazardous materials, and CrossWare, which provides easier integration of **UPS WorldShip** with other software (cumulatively, the “WorldShip Software”). If You are using an earlier version of **UPS WorldShip**, Your use is governed by the agreement included with such software.

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in UPS Technology, You may access and use **UPS WorldShip**, a UPS Technology and global shipping and tracking software distributed by UPS, for Your Internal Purposes.

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

(iii) *Location of Use.* The **WorldShip Software** may be used on any number of computers owned, leased or otherwise controlled by You in the Permitted Territory for **UPS WorldShip**. In addition, the **WorldShip Software** may only be used with Tendered Shipments (1) having a declared shipment origin at the installation site of the **WorldShip Software** or the address associated with a Trade Direct UPS Account or (2) where You have entered into a Master Services Agreement with UPS Supply Chain Solutions, Inc. to receive the Trade Direct Cross Border, Ocean or Air Services and such packages are part of a consolidated shipment pursuant to the Trade Direct Cross Border, Ocean and Air Services commissioned by You and then solely to facilitate the use of services offered by the UPSI, including without limitation, processing and tracking of such packages, and for no other purpose.

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

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

(vi) *PLD Upload.* The **WorldShip Software** includes functionality to upload PLD to UPS. Such upload functionality may only be used to transfer PLD to UPS for Tendered Shipments manifested using keyed import, batch import, XML auto import, hand-off shipping, or the direct entry functionality of the **WorldShip Software**.

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

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

(ix) *Microsoft® Products.* UPS WorldShip contains the Microsoft® SQL Server™ 2005 Express Edition and the Microsoft® SQL Server™ 2005 JDBC Driver products. This Agreement does not grant You rights in or to these Microsoft® products. UPS WorldShip contains the Microsoft® Software License Terms applicable to each of these products.

(x) *Scales.* In certain countries of the Permitted Territory, UPS WorldShip can accept weight information from scales connected to the same computer or computer network on which UPS WorldShip is installed. UPS assumes no liability, and expressly disclaims any liability, related to Your use or the accuracy of those scales.

(xi) *UPS Hazardous Materials Functionality.*

Applicability. The terms of End User Rights [Section 2.2\(a\)\(x\)](#) apply to You only if You are currently a party with UPSI to one of the following agreements (“Hazmat Service Agreement”) for the transportation of dangerous goods or other hazardous materials: Agreement for Transportation of Hazardous Materials, Agreement for International Transportation of Small Packages of Dangerous Goods, Agreement for International Transportation of Dangerous Goods, Agreement for International Transportation of Dangerous Goods in Excepted Quantities, or Agreement for Transportation of Dangerous Goods in Excepted Quantities.

Restrictions. You agree to use the **UPS Hazardous Materials Functionality** (1) to facilitate the shipment of those dangerous goods and hazardous materials identified in Your Hazmat Service Agreement during the period such Hazmat Services Agreement is in effect and then (2) only in those countries set forth in Your Hazmat Service Agreement where hazardous materials service is available.

Disclaimer. UPS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND THAT: (1) THE UPS HAZARDOUS MATERIALS FUNCTIONALITY WILL TRANSMIT THE NECESSARY INFORMATION TO UPS OR GENERATE THE NECESSARY DOCUMENTATION ERROR-FREE OR INTERRUPTION-FREE OR (2) THE UPS HAZARDOUS MATERIALS FUNCTIONALITY COMPLIES WITH ANY APPLICABLE CONVENTIONS, MULTILATERAL AGREEMENTS, BILATERAL AGREEMENTS, DIRECTIVES, LAWS OR REGULATIONS PERTAINING TO THE TRANSPORT OF DANGEROUS GOODS BY AIR AND GROUND, INCLUDING BUT NOT LIMITED TO CURRENT VERSIONS OF THE FOLLOWING LAWS:

- *Canada:* TRANSPORTATION OF DANGEROUS GOODS ACT, 1992.
- *United States:* TITLE 49 OF THE CODE OF FEDERAL REGULATIONS, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION'S TECHNICAL INSTRUCTIONS FOR THE SAFE TRANSPORT OF DANGEROUS GOODS BY AIR AND THE INTERNATIONAL AIR TRANSPORT ASSOCIATION'S DANGEROUS GOODS REGULATIONS;
- *Hong Kong:* DANGEROUS GOODS ORDINANCE (CAP 295), DANGEROUS GOODS (APPLICATION AND EXEMPTION) REGULATIONS (CAP 295A), DANGEROUS GOODS (GENERAL) REGULATIONS (CAP 295B), DANGEROUS GOODS (SHIPPING) REGULATIONS (CAP 295C), DANGEROUS GOODS (GOVERNMENT EXPLOSIVES AND DEPOTS) REGULATIONS (CAP 295D), DANGEROUS GOODS (CONSIGNMENT BY AIR)(SAFETY) ORDINANCE (CAP 384), DANGEROUS GOODS (CONSIGNMENT BY AIR)(SAFETY) REGULATIONS (CAP 384A), MERCHANT SHIPPING (SAFETY) ORDINANCE (CAP 369), MERCHANT SHIPPING (SAFETY) (DANGEROUS GOODS AND MARINE POLLUTANTS) REGULATION (CAP 413H);
- *Japan:* AVIATION LAW AND VESSEL SAFETY LAW;
- *Korea:* AVIATION ACT;
- *Malaysia:* CUSTOMS ACT 1967, RAILWAYS ACT 1991, AND THE APPLICABLE PORT AUTHORITY RULES AND/OR BY-LAWS;
- *Singapore:* CUSTOMS ACT, REGULATION OF IMPORTS AND EXPORTS ACT, STRATEGIC GOODS (CONTROL ACT), ELECTRONIC TRANSACTIONS ACT and COMPUTER MISUSE ACT;
- *Taiwan:* HANDBOOK FOR INSPECTORS OF DANGEROUS GOODS, RULES GOVERNING CIVIL AVIATION TRANSPORTATION BUSINESS, RULES GOVERNING AIR CARGO FORWARDER BUSINESS, RULES GOVERNING THE OPERATOR OF AIR CARGO DISTRIBUTION TERMINAL, ROAD TRANSPORT SAFETY REGULATIONS, THE RULES GOVERNING IMPORT AND EXPORT OF HUMAN ORGANS, TISSUES AND CELLS, THE INTERNATIONAL AVIATION ORGANIZATION'S TECHNICAL INSTRUCTIONS FOR THE SAFE TRANSPORT OF

DANGEROUS GOODS BY AIR AND THE INTERNATIONAL AIR TRANSPORT ASSOCIATION'S DANGEROUS GOODS REGULATIONS.

Indemnification. YOU WILL, AT YOUR SOLE COST AND EXPENSE, INDEMNIFY AND HOLD THE UPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO USE BY YOU AND/OR YOUR EMPLOYEES, AGENTS, OR CONTRACTORS OF THE **UPS HAZARDOUS MATERIALS SOFTWARE**.

(b) UPS CrossWare.

Access to and use of UPS CrossWare
for Use with WorldShip
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(f); 1.4 and 1.7

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in UPS Technology, You may access and use **UPS CrossWare**, a UPS Technology and middleware that allows certain UPS Technology to communicate with certain other technology, for Your Internal Purposes.

(c) UPS CampusShip. The following apply to the UPS Technology known as **UPS CampusShip**.

Access to and use of UPS CampusShip
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1-1.3; 1.5-1.7; 2.2(c); and 2.6(g)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in UPS Technology, provided You have been assigned a **UPS CampusShip** System Account:

1. You may access **UPS CampusShip** solely to manifest Tendered Shipments and obtain Information concerning Tendered Shipments manifested by You under a UPS Account through **UPS CampusShip**;

2. If You have been designated by the Customer, or by another authorized UPS CampusShip Administrator of Customer, as an administrator (an individual designated in either manner, a "UPS CampusShip Administrator") for **UPS CampusShip**, UPS grants to You the right to access: (i) the then current administration menu and those related administrative features of **UPS CampusShip**, and (ii) Information regarding Customer's Tendered Shipments made through **UPS CampusShip**; and

3. You may only use **UPS CampusShip** for Your Internal Purposes.

(ii) *Termination.* Your right (as an individual) to access **UPS CampusShip** may be terminated at any time by UPS or the Customer, in their sole discretion. In addition, Your right to access **UPS CampusShip** shall terminate automatically upon the expiration or termination of Customer's right to use **UPS CampusShip**.

(iii) *Administrator Rights.* You acknowledge and agree that UPS CampusShip Administrators may designate any other UPS CampusShip user as a UPS CampusShip Administrator with identical rights as the

first UPS CampusShip Administrator. You further agree that You are responsible for the actions of all users accessing **UPS CampusShip** on Your behalf and for monitoring and terminating, when appropriate, access to **UPS CampusShip** by such users.

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

(v) *External Address Book Plug-In/ Thermal Printer Plug-In.* In conjunction with **UPS CampusShip**, You are allowed to install and use the External Address Book Plug-In and the Thermal Printer Plug-In on computers in a Permitted Territory.

(vi) *Use by Vendors.* UPS may authorize Customer to allow certain of Customer’s vendors to participate in **UPS CampusShip** through Vendor Users. Customer agrees that it is responsible for all use of **UPS CampusShip** by Vendor Users as if such Vendor Users were Customer employees. UPS may immediately disable or terminate any UPS CampusShip System Account established by Customer for a Vendor User in its sole discretion with or without notice to Customer. In addition, the access rights of any Vendor User shall terminate automatically upon the expiration or termination of Customer’s rights to use **UPS CampusShip**. UPS shall administer the establishment and maintenance of UPS CampusShip System Accounts for Vendor Users as directed by Customer, all consistent with the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, UPS shall have no liability to Customer related to its administration of Vendor User System Accounts. CUSTOMER SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY, HOLD HARMLESS, AND AT UPS’S OPTION, DEFEND THE UPS INDEMNITEES, FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, ANY CLAIM MADE BY A VENDOR OR ANY VENDOR USER), LOSSES, DAMAGES, JUDGMENTS, COST AND EXPENSES (INCLUDING ATTORNEYS’ FEES AND EXPENSES) ARISING OUT OF OR RELATED TO USE OF **UPS CAMPUSSHIP, UPS SCHEDULED IMPORT TOOL** (SEE END USER RIGHTS SECTION 2.2(d)) OR INFORMATION BY ANY PERSON OR ENTITY THAT GAINS ACCESS THERETO THROUGH USE OF A UPS CAMPUSSHIP SYSTEM ACCOUNT ESTABLISHED BY CUSTOMER FOR A VENDOR USER.

(vii) *Location Accounts.* Notwithstanding End User Rights [Section 1.2\(c\)](#), if UPS separately authorizes, Customer may establish Location Accounts and allow Customer’s authorized employees to access **UPS CampusShip** through Location System Accounts instead of a System Account associated with each Customer employee. Provided UPS has authorized Customer to establish Location System Accounts, Customer employees may access and use **UPS CampusShip** through a Location System Account solely to process and track Tendered Shipments manifested through UPS CampusShip at any Location associated with a Location System Account and view and print shipment history information regarding such Tendered Shipments. UPS shall administer the establishment and maintenance of Location System Accounts as directed by Customer, all consistent with the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, UPS shall have no liability to Customer related to its administration of Location System Accounts. UPS, in its sole discretion and for any reason, may immediately disable or terminate any Location System Account upon notice to Customer.

(viii) *Scales.* In certain countries of the Permitted Territory, **UPS CampusShip** will accept weight information from scales connected to the same computer or computer network from which **UPS CampusShip** is accessed. UPS assumes no liability, and expressly disclaims any liability, related to Your use or the accuracy of those scales.

(d) UPS CampusShip Scheduled Import Tool.

Access to and use of UPS CampusShip Scheduled Import Tool is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3-1.4; 1.7; and 2.2(d)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in UPS Technology, You may access and use **UPS CampusShip Scheduled Import Tool**, a UPS Technology that allows automated upload of Customer cost centers designations to **UPS CampusShip**, but You may only use it for Your Internal Purposes on computers owned, leased or otherwise controlled by You in the Permitted Territory for **UPS CampusShip** and may not be accessed over a network or through a shared environment.

(e) UPS UPSlink.

Access to and use of UPS UPSlink is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3; 1.5; 2.1(b); and 2.2(e)

(i) *License.* Access to UPS UPSlink can only be obtained by You as part of a UPS Ready Solution. Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in the UPS Technology, You may access and use the UPS Technology known as **UPS UPSlink** only from those countries where UPS has granted the UPS Ready Vendor the right to distribute the UPS Ready Solution (see Your UPS Ready Vendor for a list of those countries) and only to upload PLD for an Outbound Shipment to UPS solely for Your Internal Purposes. You shall not permit or authorize any third party to use or access **UPS UPSlink** via any Interfaces or other software developed by You or any third party.

(ii) *Upload Requirements.* You agree that You may only upload PLD to UPS via **UPS UPSlink** if You first validate all PLD with an address validation function that validates the accuracy of city, state and postal code (if applicable).

(iii) *Smart Labels.* You shall only print Smart Labels from PLD that has been validated in accordance with the subsection entitled "Upload Requirements" above. You may only print one unique Smart Label for a package and each unique Smart Label may only be used in connection with the unique package for which such unique Smart Label was generated. You may not copy, photocopy, reproduce, modify, alter, distribute, transfer, store, sell, lease, transmit or disclose, electronically or otherwise, Smart Labels to any third party. You may only use Smart Labels in connection with shipments tendered by You to UPS for delivery and for no other purpose.

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

(v) *Timing of PLD Upload.* You must transmit to UPS the PLD for any Outbound Shipment manifested through **UPS UPSlink** before pickup of those packages by the UPS driver. Any PLD transmitted to UPS through **UPS UPSlink** may only be transmitted directly from hardware, which hardware must be physically located at facilities located in countries that UPS has granted the UPS Ready Vendor the right to distribute the UPS Ready Solution (see Your UPS Ready Vendor for a list of those countries), and not the facilities of or through any third

party except for those third parties acting in the capacity of an ISP or Hosting Provider, and then only to the extent they are acting in that capacity. Any Outbound Shipment manifested through **UPS UPSlink** and received by UPS daily pick-up service must be billed only to a UPS Account and such UPS Account must correspond to the physical address of Your UPS Daily Pick-Up service.

(f) UPS Host Manifest Service.

Access to and use of Host Manifest Service
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3; 1.5; 1.7; and
2.2(f)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Host Manifest Service**, a UPS Technology providing directions to configure electronic data files of PLD and upload those files to UPS at a designated website, for Your Internal Purposes.

(ii) *Upload Requirements.* You agree that You may only upload PLD to **UPS Host Manifest Service** if You (1) validate all PLD with the **UPS Rating API** and an address validation function that validates the accuracy of city, state and postal code (if applicable) before uploading such PLD to **UPS Host Manifest Service**, or (2) have received a written certification from UPS indicating that Your Application has been reviewed and approved by UPS. Such certification is void if Your Application is in any way modified or altered or used in connection with any software which affects the performance of Your Application.

(iii) *Smart Labels.* You shall only print Smart Labels from PLD which has been validated in accordance with End User Rights Section 2.2(f)(ii).

(iv) *Timing of PLD Upload.* You must transmit to UPS the PLD for any Outbound Shipments manifested through **UPS Host Manifest Service** before pickup of those packages by the UPS driver. Any PLD transmitted to UPS through **UPS Host Manifest Service** may only be transmitted directly from Your hardware, which hardware must be physically located at Your facilities that are in the Permitted Territory for **UPS Host Manifest Service**, and not the facilities of or through any third party except for those third parties acting in the capacity of an ISP, and then only to the extent they are acting in that capacity. All Outbound Shipments manifested through **UPS Host Manifest Service** and received by UPS daily pick-up service must be billed only to a UPS Account and such UPS Account must correspond to the physical address of Your UPS daily pick-up service.

2.3 UPS Visibility Services Group.

(a) Quantum View.

(i) *Quantum View Data.*

Access to and use of Quantum View Data
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1 – 1.3; 1.7; and 2.3(a)(i), (v) and (vi)

License. Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use Quantum View Data (“QVD”) for

Your Internal Purposes from the applicable Permitted Territory and solely to obtain Information, provided You have been assigned a Quantum View System Account including such right.

Quantum View Administrator. A user authorized by the Customer (“**QV Administrator**”) will administer Your use of QVD. You acknowledge and agree that any QV Administrator may designate any other user as a QV Administrator with identical rights as the first QV Administrator. If You as Customer establish any user as a QV Administrator, You further agree that You are responsible for the actions of such QV Administrator in its access and use of QVD and for monitoring and terminating, when appropriate, such QV Administrator rights.

Suspension. Your access rights to QVD may be suspended at any time by UPS, Customer and/or a QV Administrator, in their sole discretion, including without limitation, by UPS for inactivity. Upon request, UPS may, at its sole discretion, reinstate Your Quantum View System Account and allow continued access and use of QVD pursuant to this Agreement. However, the reinstated Quantum View System Account shall have no historical information at the time of reactivation. Your right to access QVD shall terminate automatically upon the expiration or termination of Customer’s rights to use QVD, or termination of Your employment or authorization to access QVD on behalf of the Customer.

(ii) *Quantum View Manage.*

Access to and use of Quantum View Manage
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1 – 1.3; 1.7; and 2.3(a)(ii), (v) and (vi)

License. Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use Quantum View Manage (“QVM”) for Your Internal Purposes from the applicable Permitted Territory and solely to obtain Information, provided You have been assigned a Quantum View System Account including such right.

Quantum View Administrator. A QV Administrator (defined above) will administer Your use of QVM. You acknowledge and agree that any QV Administrator may designate any other user as a QV Administrator with identical rights as the first QV Administrator. If You as Customer establish any user as a QV Administrator, You further agree that You are responsible for the actions of such QV Administrator in its access and use of QVM and for monitoring and terminating, when appropriate, such QV Administrator rights.

Suspension. Your access rights to QVM may be suspended at any time by UPS, Customer and/or a QV Administrator, in their sole discretion, including without limitation, by UPS for inactivity. Upon request, UPS may, at its sole discretion, reinstate Your Quantum View System Account and allow continued access and use of QVM pursuant to this Agreement. However, the reinstated Quantum View System Account shall have no historical information at the time of reactivation. Your right to access QVM shall terminate automatically upon the expiration or termination of Customer’s rights to use QVM, or termination of Your employment or authorization to access QVM on behalf of the Customer.

(iii) *Quantum View Manage for Importers.*

Access to and use of Quantum View Manage for Importers is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1 – 1.3; 1.7; and 2.3(a)(iii), (v) and (vi)

License. Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use Quantum View Manage for Importers (“QVMI”) for Your Intentional Purposes from the applicable Permitted Territory and solely to obtain Information, provided You have been assigned a Quantum View System Account including such right.

Access Limitations. You agree that Your access to and use of QVMI shall be limited to access to and use of Information regarding Tendered Shipments for which You are the importer of record. You will not grant access to QVMI to anyone other than to Your employees. You warrant that You have obtained approval from Your customers and entities associated with or otherwise providing information regarding Tendered Shipments for UPS to make such information available via QVMI.

Quantum View Administrator. A QV Administrator (defined above) will administer Your use of QVMI. You acknowledge and agree that any QV Administrator may designate any other user as a QV Administrator with identical rights as the first QV Administrator. If You as Customer establish any user as a QV Administrator, You further agree that You are responsible for the actions of such QV Administrator in its access and use of QVMI and for monitoring and terminating, when appropriate, such QV Administrator rights.

Suspension. Your access rights to QVMI may be suspended at any time by UPS, Customer and/or a QV Administrator, in their sole discretion, including without limitation, by UPS for inactivity. Upon request, UPS may, at its sole discretion, reinstate Your Quantum View System Account and allow continued access and use of QVMI pursuant to this Agreement. However, the reinstated Quantum View System Account shall have no historical information at the time of reactivation. Your right to access QVMI shall terminate automatically upon the expiration or termination of Customer’s rights to use QVMI, or termination of Your employment or authorization to access QVMI on behalf of the Customer.

(iv) *Quantum View Notify.*

Access to and use of Quantum View Notify is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1 – 1.3; 1.7; and 2.3(a)(iv)

License. Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may for Your Internal Purposes access and use from the applicable Permitted Territory **Quantum View Notify** (“QVN”), a UPS Technology that allows You to direct UPS to send an email message with information about a shipment to an email address You provide. QVN is available at [UPS.com](https://www.ups.com) or through other QVN enabled UPS Technology.

Restrictions. You agree to use QVN solely to communicate information related to a Tendered Shipment and solely to Persons who are affiliated with such Tendered Shipment. In the event an addressee indicates to You that such addressee no longer wishes to receive email messages relating to Tendered Shipments, You shall immediately cease using QVN to send email messages to such addressee. In no event shall UPS be liable for any failure or delay in the transmission or receipt of any email message. You are solely responsible for the

content of any text transmitted by You as part of a **QVN** message and shall not include any content which may be harassing, defamatory, libelous or injurious to any other person.

Warranty and Guaranty. You warrant that You shall only request through **QVN** that UPS send a **QVN** message (1) to an email address controlled by a Person affiliated to the shipment which is the subject of the **QVN** message and (2) for the sole purpose of providing a notice of the status of a shipment within the UPS shipping system and for no other reason. You further warrant that prior to requesting UPS to send a **QVN** message to a Person affiliated with a shipment you shall secure that Person's consent to receive the **QVN** message.

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

You have the option within the **QV Technologies** to delete such designated Person as a recipient of reports containing Quantum View Protected Confidential Information and, if you are a QV Administrator, to have a designated Person's access to the **QV Technologies** discontinued. Unless a designated Person is deleted as set forth in the previous sentence, such designated Person will continue to have access to the Quantum View Protected Confidential Information and the **QV Technologies**, as applicable. Your adherence to this agreement shall operate as and constitute written consent to the release by UPS or any of UPS's agents or representatives of Quantum View Protected Confidential Information or other information relevant to You, Your property, and transactions under or in connection with the **QV Technologies**. You agree to indemnify and hold harmless UPS and the UPSI members from any and all damages, claims, suits or actions in any legal jurisdiction arising out of or in connection with the release of Quantum View Protected Confidential Information relevant to You, your property and transactions under or in relation to the **QV Technologies** and this Agreement. It is solely your responsibility to limit access to Quantum View Protected Confidential Information sent by or received from the **UPS Technologies** so that Persons, including, but not limited to, Your employees, cannot access, directly, indirectly or surreptitiously, the **UPS Technologies** or Quantum View Protected Confidential Information you do not intend or desire for them to access. You are solely responsible for any use of Quantum View Protected Confidential Information or the **UPS Technology** by Persons You permit to access Quantum View Protected Confidential Information or the **UPS Technology**. In the event a recipient You have designated to receive Protected Reports indicates to You that such recipient no longer wishes to receive such information, You shall immediately cease using the **UPS Technology** to direct UPS to send Protected Reports to such recipient. In no event shall UPS be liable for any failure or delay in the transmission or receipt of any Protected Reports.

(vi) *Service Providers.*

If Customer allowed the creation of Quantum View System Accounts for a Service Provider Employee and such accounts were effective and in force on February 1, 2005 and are effective and in force as of the date hereof, such Service Provider Employee Quantum View System Accounts remain valid. CUSTOMER SHALL, AT CUSTOMER'S SOLE COST AND EXPENSE, INDEMNIFY AND HOLD THE UPS INDEMNITEES HARMLESS FROM ANY DAMAGES ARISING OUT OF OR RELATED TO ANY ACTION OR FAILURE TO ACT BY A SERVICE PROVIDER THAT IS A BREACH OF, OR WOULD HAVE BEEN A

BREACH OF IF THE SERVICE PROVIDER HAD ENTERED INTO, THE AGREEMENT BETWEEN YOU AND SERVICE PROVIDER DESCRIBED ABOVE IN END USER RIGHTS SECTION 1.1(a)(iii).

If You are a Service Provider Employee, You, on behalf of Yourself as well as on behalf of the Service Provider:

(A) Warrant that You are an employee of Service Provider who is duly authorized to form legally binding contracts under applicable law on behalf of Service Provider; and

(B) Agree Service Provider may only use the Information consistent with the restrictions of this Agreement for the benefit of the UPS customer it provides services to and in any event (1) may not use any Information identifying a third party, including without limitation signature data included in the Information, except for tracking a package and verifying its delivery and (2) must separately store the Information and not commingle or combine the Information with any other data, whether in electronic form or otherwise.

(b) UPS File Download for Quantum View.

Access to and use of UPS File Download for Quantum View is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3-1.4; 1.7; and 2.3(b)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS File Download for Quantum View**, a UPS Technology that may only be used for Your Internal Purposes on computers owned, leased or otherwise controlled by You in the Permitted Territory for **UPS File Download for Quantum View**.

(c) UPS Claims on the Web Service.

Access to and use of UPS Claims on the Web Service is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.2-1.3; 2.3(c); and 1.7

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use the services known as **UPS Claims on the Web Service**, for Your Internal Purposes.

2.4 UPS Billing.

(a) UPS Billing Data and PDF Invoice.

Access to and use of UPS Billing Data and PDF Invoice is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.2(a)-(g); 1.3; 1.7; and 2.4(a)

This section provides specific terms and conditions for access to and use of the UPS Technology known as **UPS Billing Data** and **PDF Invoice** (cumulatively “Billing Technology”) that provide Billing Data.

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, and provided You register for a Billing Technology, You may access and use such Billing Technology, for Your Internal Purposes.

(ii) *Permitted Third Parties.* Billing Data will be provided electronically as specified herein, either directly to You or through Billing Data Service Providers. In no event shall You provide the Billing Data to any third party other than a Billing Data Service Provider. In the event You utilize a Billing Data Service Provider, You shall remain fully responsible to UPS for such Billing Data Service Provider’s compliance with this Agreement.

(iii) *Authorized Uses.* Billing Data exchanged pursuant to this Agreement may only be used by You and/or Billing Data Service Provider only within the Permitted Territory for **UPS Billing Data**.

(iv) *Payment.* Unless agreed to otherwise in a separate written agreement signed by the parties to this Agreement, all Billing Data invoices shall be due and payable within seven (7) days after UPS transmits notice of the availability to You or a Billing Data Service Provider. Late payments shall be subject to late payment and interest charges.

(v) *Confidentiality Obligations.* It shall not be a breach of Your confidentiality obligations under this Agreement to disclose Billing Data to an ISP or a Billing Data Service Provider.

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

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

(b) UPS Billing Center.

Access to and use of UPS Billing Center
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.2-1.3; 1.7; and 2.4(b)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, and provided You register for the **UPS Billing Center**, You may access and use the **UPS Billing Center**, a UPS Technology that facilitates the receipt and payment of invoices using electronic funds transfer, for Your Internal Purposes.

(ii) *Invoice Delivery and Payment.* All invoices generated by the **UPS Billing Center** will be made available to You at the **UPS Billing Center** web site. You will be notified via e-mail when an invoice is ready for viewing. You agree to remit payment for all invoices generated by the **UPS Billing Center** via internet payment (EFT), check or, with respect to payment of import invoices only, via credit card, and in accordance with the terms and conditions contained in the applicable UPS Terms and Conditions of Carriage/Service and this Agreement. You further agree that if the use of the **UPS Billing Center** in any way results in the generation of an

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

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

(c) UPS Billing Data File Analysis and Reporting Software.

Access to and use of UPS Billing Data File Analysis and Reporting Software is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.3-1.4; 1.7; and 2.4(c)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may use the **UPS Billing Data File Analysis and Reporting Software**, a UPS Technology in the Permitted Territory for **UPS Billing Data** and solely for the purpose of analyzing Information available to You through the UPS Technology known as **UPS Billing Data** and generating reports based thereon in furtherance of Your Internal Purposes.

(ii) *Reports.* You agree that any reports generated using the **UPS Billing Data File Analysis and Reporting Software**, regardless of their form or format, shall be deemed Information.

(iii) *Registration.* You acknowledge that before the **UPS Billing Data File Analysis and Reporting Software** may be used, You must upload and transmit the requested registration information to UPS.

2.5 UPS Data Exchange Services.

Access to and use of UPS Data Exchange Services is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1 – 1.3; 1.5; 1.7; and 2.5

UPS may allow, in its sole discretion, Information available through certain UPS Technologies to be transferred to You ("Data Exchange") using, without limitation, one or more of the following transfer methods (each, a "Transfer Method"): (i) delivery on physical media (e.g., DVD); (ii) a standard network protocol known as file transfer protocol ("FTP"); or (iii) a computer-to-computer data feed exchange method commonly known as Electronic Data Interchange ("EDI"). Each Data Exchange will be established consistent with a data exchange order form between UPS and You setting forth the characteristics of the Data Exchange, including, for example, the Transfer Method, the File Format, the Delivery Point, and the territory in which the Data Exchange may be utilized by You (the "Data Exchange Order Form"). You may only use Information obtained via Data Exchange for Your Internal Purposes.

No prior agreement between You and UPS under which You receive data exchange services shall be superseded by the terms and conditions of this End User Rights Section 2.5.

(a) Permitted Third Parties. The Data Exchange Order Form may specify delivery of Information to You or a Service Provider where such Service Provider is approved in advance in writing by UPS and if You and such Service Provider have entered into an agreement consistent with End User Rights Section 1.1(a)(iii).

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

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

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

(e) File Format Changes. You shall have thirty (30) days from receipt of notice from UPS of a change to the File Format in which to implement such change(s). You agree that UPS has no obligation to support any File Format version other than the then current version.

(f) Terms Specific to EDI.

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

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

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

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

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

2.6 **UPS.COM Group.**

Certain of the UPS Technologies directed to small package shipments can be found at the UPS web sites. The following describes these UPS Technologies:

(a) **UPS.com Shipping (UPS Internet Shipping).**

Access to and use of UPS.com Shipping (UPS Internet Shipping) is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.2-1.3; 1.5; 1.7; 2.6(a); and 2.6(g)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Shipping**, a UPS Technology that allows You to manifest a Tendered Shipment, for Your Internal Purposes.

(ii) *Termination.* Your rights in the UPS Technology known as **UPS.com Shipping** shall automatically terminate if You do not use **UPS.com Shipping** to generate a label for a period of one hundred eighty (180) consecutive days. Upon termination, You will be required to re-register as a user of **UPS.com Shipping** and if at such time You are not licensed under a CTA or UTA, to re-execute either a CTA or UTA to resume use of **UPS.com Shipping**.

(iii) *External Address Book Plug-In/ Thermal Printer Plug-In.* In conjunction with **UPS.com Shipping**, You are allowed to install and use the External Address Book Plug-In and the Thermal Printer Plug-In on computers in a Permitted Territory.

(iv) *Scales.* In certain countries of the Permitted Territory, **UPS.com Shipping** will accept weight information from scales connected to the computer or computer network on which **UPS.com Shipping** is accessed. UPS assumes no liability, and expressly disclaims any liability, related to Your use or the accuracy of those scales.

(b) **UPS.com Internet Freight Shipping.**

Access to and use of UPS.com Freight Shipping is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.2-1.3; 1.5 and 1.7

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Internet Freight**

Shipping, a UPS Technology that allows You to manifest a UPS Freight Tendered Shipment, for Your Internal Purposes.

(c) UPS.com Track Packages and Freight (including UPS Signature Tracking).

Access to and use of UPS.com Tracking
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(c)-(f); 1.2-1.3 and 1.7

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Tracking**, a UPS Technology that allows You to track small packages and freight packages, for Your Internal Purposes.

(d) UPS.com Time and Cost.

Access to and use of UPS.com Time and Cost
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a) – (b); 1.1(f); 1.2-1.3 and 1.7

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Time and Cost**, a UPS Technology that allows You to request and view information about delivery time and delivery cost for small package and freight shipments, for Your Internal Purposes.

(e) UPS.com Void a Shipment.

Access to and use of UPS.com Void a Shipment
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2-1.3; 1.7 and 2.6(e)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Void a Shipment**, a UPS service that allows You to void certain manifested Tendered Shipments, for Your Internal Purposes. You agree that You may only void a shipment through **UPS.com Void a Shipment** if (1) the shipment is under the UPS Account associated with Your UPS.com System Account, but not an account billed directly to a credit card; (2) UPS has received valid PLD data for the shipment but has not taken possession of the shipment, and (3) the request to void the shipment is made more than 24 hours after such shipment's valid PLD is received by UPS if the shipment is processed through the UPS Technology known as **UPS.com Shipping (UPS Internet Shipping)**, **UPS CampusShip** or **UPS Developer Kit API**. You further warrant that You have the authority to void any shipment You submit to **UPS.com Void a Shipment**.

(f) UPS.com Order Supplies.

Access to and use of UPS.com Order Supplies
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2-1.3; 1.7 and 2.6(f)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Order Supplies**, a UPS service that allows You to order UPS shipping supplies, for Your Internal Purposes. UPS reserves the right in its sole discretion to fulfill any shipping supply order request made through **UPS.com Order Supplies** in full, partially or not at all, including without limitation based on the volume of shipping associated with the UPS Account submitted with the order request.

(g) UPS.com Forms for Export.

Access to and use of UPS.com Forms for Export
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2-1.3; 1.7 and 2.6(g)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Forms for Export**, a UPS service You may access at [UPS.com](https://www.ups.com) or through certain other UPS Technology to generate forms used with international Tendered Shipments, for Your Internal Purposes. UPS provides international shipping forms through **UPS.com Forms for Export** for Your convenience. However, use of these forms and UPS International Shipping Forms is at Your own risk, and the forms and information generated by or referred to in **UPS.com Forms for Export** may change or be updated without notice. The selection of the appropriate forms and the proper completion of all necessary documentation is Your responsibility. Suggestion of forms by **UPS.com Forms for Exports** does not constitute legal advice to You or any other Person. Additional documentation not provided by this application may be required to clear Your international package through Customs. In no event will UPS be liable to any Person or entity for any direct, indirect, consequential, incidental or other damages under any theory of law for any errors in the information, forms, or features of this application, even if You have advised UPS of the possibility of such damages. UPS EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(h) UPS.com Find Locations.

Access to and use of UPS.com Find Locations
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2-1.3; 1.7 and 2.6(h)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Find Locations**, a UPS Technology that allows users to exchange with UPS information concerning packages accepted by the user for tendering to UPS, for Your Internal Purposes. If UPS grants You access to UPS.com Find Locations, You represent and warrant You have entered into either a “UPS Letter of Agreement for Commercial Counters,” “UPS Authorized Shipping Outlet Agreement” or other agreement with UPS entitling You to accept packages from Your customers

for tendering to UPS. You further warrant and guarantee that such agreement is and shall be current, valid and enforceable at all times You access and use UPS.com Find Locations.

(i) UPS Service Center Locator Maintenance Service.

Access to and use of UPS Service Center Locator Maintenance Service is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2-1.3; 1.7 and 2.6(i)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Service Center Locator Maintenance Service** (“SCL”), a UPS Technology that allows users to edit and Update their information contained in the UPS SCL database owned and maintained by UPS (“SCL Database”) and used by the UPS Drop-Off Locator service, for Your Internal Purposes. If UPS grants You access to SCL, You represent and warrant You have entered into either a “UPS Letter of Agreement for Commercial Counters,” “UPS Authorized Shipping Outlet Agreement” or other agreement with UPS entitling You to accept packages from Your customers for tendering to UPS. You further warrant and guarantee that such agreement is and shall be current, valid and enforceable at all times You access and use SCL. You shall, at Your sole cost and expense, indemnify and hold the UPS Indemnitees harmless from and against any and all Damages arising out of or related to any incorrect information, provided to the SCL Database through SCL, failure to provide information to the SCL Database or any other reason arising from information You provide to the SCL Database.

(j) UPS TradeAbility.

Access to and use of UPS TradeAbility is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2-1.3; 1.7 and 2.6(j)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS TradeAbility** for the sole purpose of assisting You with the preparation of Your international Tendered Shipments for import into or export out of the Permitted Territory for **UPS TradeAbility**, for Your Internal Purposes. **UPS TradeAbility** may be accessed through [UPS.com](https://www.ups.com) or a **UPS TradeAbility API** enabled application, whether developed by You or another Person. End User Rights Section 2.6(j) governs Your access to and use of UPS TradeAbility through either method.

(ii) *Restrictions on TradeAbility Information.* UPS will retain **UPS TradeAbility Information** for a period not to exceed ninety (90) days after it first becomes available to You. Thereafter, such **UPS TradeAbility Information** will no longer be available to You.

(iii) *Termination.* Your rights to access **UPS TradeAbility** will automatically terminate if You do not access Your My UPS System Account associated with **UPS TradeAbility** for a period of fourteen (14) consecutive months. Upon termination, You will be required to re-register as a user of **UPS TradeAbility** and, if no longer subject to a UTA or CTA, enter into a new agreement to resume use of **UPS TradeAbility**.

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

(v) *No Legal Advice.* The estimation of fees or costs and the classification of the goods by the **UPS TradeAbility** services does not constitute legal advice to You, the shipper or any other Person.

(k) UPS Retail Package Drop Off.

Access to and use of UPS Retail Package Drop Off
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2-1.3; 1.7
and 2.6(k)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Retail Package Drop Off (“RDO”)** for the sole purpose of exchanging information with UPS information concerning Tendered Shipments that You accept from Your customers provided You have entered into either a “UPS Letter of Agreement for Commercial Counters,” “UPS Authorized Shipping Outlet Agreement” or other agreement with UPS entitling You to accept packages from Your customers for tendering to UPS, and only for Your Internal Purposes. You warrant and guarantee that such agreement is and shall be current, valid and enforceable at any time You access and use **RDO**.

(l) UPS Mobile Technology.

Access to and use of UPS Mobile Technology
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(f); 1.2-1.5; 1.7; and 2.6

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access through the **UPS Mobile Technology** any UPS.com functionality made available in the **UPS Mobile Technology** from the countries designated for that UPS.com functionality on [Exhibit C](#), subject to Your compliance with the terms and conditions of this Agreement, including without limitation, the terms and conditions for such UPS.com functionality identified in this End User Rights [Section 2.6](#), for Your Internal Purposes. UPS assumes no liability, and expressly disclaims any liability, related to Your use or the accuracy of the UPS Mobile Technology.

(m) UPS Paperless Invoice Setup Process.

UPS Paperless Invoice Setup Process
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(f); 1.2; 1.3; 1.7; and 2.6(m).

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Paperless Invoice Setup Process**, a UPS Service accessible in connection with use of a UPS Paperless Invoice compatible system (e.g., **UPS WorldShip** or **UPS CampusShip**), for Your Internal Purposes. UPS Paperless Invoice uses PLD for packages shipped via UPS and submitted electronically by You through a UPS Paperless Invoice compatible system to generate commercial invoices as needed in the delivery process. You can sign up for UPS Paperless Invoice by

completing the **UPS Paperless Invoice Setup Process** available through ups.com from the countries designated on [Exhibit C](#) and submit a copy of Your letterhead, an authorized signature in electronic format, and UPS Account numbers UPS Paperless Invoice will be used with. You acknowledge UPS will use the submitted letterhead and authorized signature to generate commercial invoices as part of UPS Paperless Invoice. You acknowledge that only packages shipped under the UPS Account numbers You submit in the **UPS Paperless Invoice Setup Process** will be eligible for UPS Paperless Invoice. In the event that the use of the submitted signature becomes invalid, You agree to notify UPS and to not use UPS Paperless Invoice until You provide an updated duly authorized signature to UPS. In addition, You acknowledge that in order to receive UPS Paperless Invoice for a package You must transmit to UPS PLD for the package through a UPS Paperless Invoice compatible system prior to tendering the package to UPS. You further acknowledge that all Tendered Shipments by You using UPS Paperless Invoice shall be subject to the service description and terms and conditions set forth in the effective UPS Rate and Service Guide, and the UPS Terms and Conditions of Carriage/Service, including the Provisions for Custom Clearance of International Packages, for the country of origin of a Tendered Shipment covered by UPS Paperless Invoice.

2.7 **UPS Widget.**

Access to and use of the UPS Widget
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(d); 1.1(f); 1.2- 1.5; 1.7; and 2.7

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use the **UPS Widget** in the Permitted Territory, for Your Internal Purposes.

(ii) *RSS Feeds.* You may choose to receive RSS feeds through the UPS Widget. These RSS feeds may be provided by a third party or UPS. UPS assumes no liability and expressly disclaims any liability, related to the availability of or Your use or the accuracy of the third party RSS feeds. UPS does not guarantee the accuracy or availability of RSS feeds provided to You by UPS.

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

2.8 **My LTL Services.**

(a) **UPS Freight Bill of Lading.**

Access to and use of UPS Freight Bill of Lading
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.2-1.3; 1.5; 1.7; and 2.8(a)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Freight Bill of Lading**, a UPS Technology that allows You to manifest a Tendered Shipment, for Your Internal Purposes.

(ii) *Termination.* Your rights in the UPS Technology known as **UPS Freight Bill of Lading** may be terminated if You do not use **UPS Freight Bill of Lading** to generate a label for a period of one hundred

twenty (120) consecutive days. Upon termination, You will be required to re-register as a user of **UPS Freight Bill of Lading** and if at such time You are not licensed under a CTA or UTA, to re-execute either a CTA or UTA to resume use of **UPS Freight Bill of Lading**.

(b) UPS Freight Tracking.

Access to and use of UPS Freight Tracking
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(c)-(f); 1.2-1.3; 1.7; and 2.8(b)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Freight Tracking**, a UPS Technology that allows You to track freight shipments, for Your Internal Purposes.

(c) UPS Freight Rating.

Access to and use of UPS Freight Rating
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a) – (b); 1.1(f); 1.2-1.3; 1.7; and 2.8(c)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Freight Rating**, a UPS Technology that allows You to request and view rates for freight shipments, for Your Internal Purposes.

(d) UPS Freight Notify.

Access to and use of UPS Freight Notify
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a); 1.1(f); 1.2(a)-(g); 1.3; 1.7; and 2.8(d)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use from the applicable Permitted Territory **UPS Freight Notify**, a UPS Technology that allows You to direct UPS to send an email message with information about a shipment to an email address or email addresses You provide, for Your Internal Purposes.

(ii) *Restrictions.* You may use **UPS Freight Notify** to communicate information related to a Tendered Shipment, provided that such communication shall only be to Persons who are affiliated with such Tendered Shipment. In the event an addressee indicates to You that such addressee no longer wishes to receive email messages relating to Tendered Shipments, You shall immediately cease using **UPS Freight Notify** to send email messages to such addressee. In no event shall UPS be liable for any failure or delay in the transmission or receipt of any email message. You are solely responsible for the content of any text transmitted by You as part of a **UPS Freight Notify** message and shall not include any content which may be harassing, defamatory, libelous or injurious to any other Person.

(iii) *Warranty and Guaranty.* You warrant that You shall only request through **UPS Freight Notify** that UPS send a **UPS Freight Notify** message (a) to You, or (b)(1) to an email address controlled by a

Person affiliated to the shipment which is the subject of the **UPS Freight Notify** message, and (2) for the sole purpose of providing a notice of the status of a freight shipment within the UPS shipping system and for no other reason. You further warrant that prior to requesting UPS to send a **UPS Freight Notify** message to a Person affiliated with a shipment You shall secure that Person's consent to receive the **UPS Freight Notify** message.

(e) UPS Freight Billing.

Access to and use of UPS Freight Billing
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1(a)-(b); 1.1(f); 1.2-1.3; 1.7; and 2.8(e)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use from the applicable Permitted Territory **UPS Freight Billing**, a UPS Technology that enables you to view open invoices and associated documentation via the UPS Freight website, for Your Internal Purposes. **UPS Freight Billing** does not provide functionality to allow You to make payments.

(f) UPS Freight Images.

Access to and use of UPS Freight Images
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1; 1.2; 1.3; 1.7; and 2.8(f)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use from the applicable Permitted Territory **UPS Freight Images**, a UPS Technology that allows You to view images of your shipping documents, for Your Internal Purposes.

(g) UPS Freight Reporting.

Access to and use of UPS Freight Reporting
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1; 1.2; 1.3; 1.7; and 2.8(g)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use from the applicable Permitted Territory **UPS Freight Reporting**, a UPS Technology that allows You to view images of your shipping documents, for Your Internal Purposes.

(ii) *Images.* You agree that any reports generated using **UPS Freight Reporting**, regardless of their form or format, shall be deemed Information.

(h) UPS Freight Customize.

Access to and use of UPS Freight Customize
is governed by the following:
General Terms and Conditions;
End User Rights Sections 1.1; 1.2; 1.3; 1.7; and 2.8(h)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use from the applicable Permitted Territory **UPS Freight Customize**, a UPS Technology that allows You to customize electronic bills of lading with your personal settings, for Your Internal Purposes.

ARTICLE 3 – MISCELLANEOUS

3.1 Amendment to the End User Rights.

UPS reserves the right to modify the End User Rights in its sole discretion at any time by posting a revised version at <http://www.ups.com> or otherwise making it available for Your review. Any modifications to this Agreement, including without limitation any modifications to the warranty disclaimers or limitations of liability, will supersede the prior End User Rights for all use of the UPS Technology occurring after posting or availability of the modified End User Rights, and the continued use of UPS Technology after posting or availability of the modified End User Rights constitutes Your agreement to the modifications. Such modifications will not be effective as to Software. The End User Rights current at the time You receive a particular version of the Software will govern Your use of such Software version at all times.

3.2 Survival of Terms Upon Termination.

End User Rights Sections 1.1(a)(ii)–(v), 1.1(b), 1.1(e)-(f), 1.2(d)(last sentence), 1.3, 1.5(c)-(g), 1.7(b)-(c), 2.1(a)(iii), 2.2(a)(vii), 2.2(a)(xi) (paragraphs entitled “Disclaimer” and “Indemnification”), 2.3(a)(v), 2.4(a)(ii)(second and third sentences), 2.4(a)(iv), 2.4(a)(vi), 2.4(b)(ii), 2.6(g)(last two sentences), 2.6(j)(iv)-(v) and Exhibit A (Definitions) shall survive termination of this Agreement for any reason.

EXHIBIT A TO END USER RIGHTS

DEFINITIONS

The following defined terms are used in the General Terms and Conditions and End User Rights.

Additional Charges is defined in End User Rights [Section 1.5\(d\)](#).

Affiliates means third parties that control, are controlled by, or under common control with, whether direct or indirect, a Person.

Agreement means, collectively, the General Terms and Conditions, the End User Rights and any and all schedules, exhibits and documentation referenced herein or therein.

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

API means Application Programming Interface.

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

Application(s) means the software product(s) or website(s) that include the Interface(s) developed by You or a subcontractor pursuant to End User Rights Section 2.1 solely for Your own Internal Purposes and not for use by or on behalf of any third party.

Assignment is defined in General Terms and Conditions [Section 12.4](#).

Beta Technology is defined in End User Rights [Section 1.7](#).

Billing Data means Information that is electronic billing information submitted by UPS to You (or Billing Data Service Provider, if applicable) for payment by You.

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

Billing Technology is defined in End User Rights [Section 2.4\(b\)](#).

CAB Data is defined in End User Rights [Section 2.2\(c\)\(iv\)](#).

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

Corporate Address Book is defined in End User Rights [Section 2.2\(c\)\(iv\)](#).

Customer means the Person that is Your employer (1) and that has been assigned the UPS Account You use to register the first UPS Technology You access, if a UPS Account is required for such registration, (2) and that has been assigned the first UPS Account You use with the UPS Technology You access, if a UPS Account is not required for registration but is required for use, or (3) when the first UPS Technology You access does not require a UPS Account for registration or use.

Customer Billing Cycle means the initiating of electronic billing invoices from UPS to You (or Billing Data Service Provider, if applicable) for invoice payment to UPS, and if applicable, You invoicing Your customers for payment to You.

Customer Location means a physical location where Customer regularly conducts its business operations (e.g. office, retail outlet and logistics facility).

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

Data Exchange Order Form is defined in End User Rights [Section 2.5](#)

Delivery Point means (i) for an EDI Data Exchange each party's selected VAN, (ii) for an FTP Data Exchange the appropriate URL, and (iii) for a physical media Data Exchange a physical mailing address, all as specified in a Data Exchange Order Form.

EDI is defined in End User Rights [Section 2.5](#).

EDI Test Period is defined in End User Rights [Section 2.5\(f\)\(v\)](#).

End User Rights means this document available [here](#).

FAR is defined in End User Rights [Section 1.4\(g\)](#).

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

General Terms and Conditions means that portion of the Agreement You executed or clicked through. The clickthrough version of the General Terms and Conditions is available [here](#).

Hazmat Service Agreement is defined in End User Rights [Section 2.2\(a\)\(x\)](#).

Host is defined in End User Rights [Section 1.2\(c\)](#).

Hosting Provider is defined in End User Rights [Section 2.1\(b\)\(ii\)](#).

Inbound Shipment means a shipment tendered to the UPS Parties for delivery to You.

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

Interfaces means the interfaces to the UPS Systems developed by You in accordance with the API Technical Documentation and this Agreement.

Internal Purposes means Customer’s use within its business (or if You are an individual, use as a consumer), related to shipments tendered to UPSI for Your sole benefit. For clarity, Internal Purposes does not include the resale, distribution, redistribution or granting access to UPS Technology to third parties, use of UPS Technology when performing services as a Service Provider, unless UPS has allowed such use in a separate writing (e.g., a Data Exchange Order Form), or use of UPS Technology to provide transportation or logistics services to a third party.

ISP means those third parties acting in the capacity of an Internet service provider, and then only to the extent they are acting in such capacity (each an “ISP”).

LID means a designation assigned to a physical location.

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

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

Logo is defined in End User Rights [Section 1.6](#).

Misdirected Inbound Shipments is defined in End User Rights [Section 1.1\(d\)](#).

Negotiated Rate Information is defined in End User Rights [Section 1.1\(b\)\(i\)](#).

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

Permitted Territory means for any UPS Technology those countries associated with such UPS Technology on End User Rights [Exhibit C](#) hereto.

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

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

POD Letter means a proof of delivery letter as described in the Technical Documentation.

Premium APIs means those UPS Developer Kit APIs known as, UPS Shipping API, UPS Ground Freight Shipping API, UPS Air Freight Shipping API, UPS Delivery Intercept API, UPS Street Level Address Validation API, UPS Pickup API, UPS Ground Freight Pickup API, UPS Ground Freight Rating API, and UPS Locator API, and the TradeAbility API, UPS Electronic Manifest and UPS ROW API.

Processing is defined in End User Rights [Section 2.2\(c\)\(iv\)](#).

QV Administrator is defined in End User Rights [Section 2.3\(a\)\(ii\)](#).

QVD is defined in End User Rights [Section 2.3\(a\)\(i\)](#).

QVM is defined in End User Rights [Section 2.3\(a\)\(i\)](#).

QVN is defined in End User Rights [Section 2.3\(b\)\(i\)](#).

Restricted Territory means those countries subject to a comprehensive economic sanctions program administered by the United States Department of the Treasury, Office of Foreign Assets

Control (“OFAC”) or to any other general prohibition on the use, exportation, or reexportation of the UPS Technology under U.S. sanctions or export control laws. Countries subject to OFAC embargo or sanctions can change at any time. For Your convenient reference only, the following links provide information pertaining to such countries:

<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>, and
<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>.

ROW means Returns on the Web.

ROW Agreement is defined in End User Rights [Section 2.1\(c\)\(xvii\)](#).

SCL is defined in End User Rights [Section 2.6\(i\)](#).

SCL Database is defined in End User Rights [Section 2.6\(i\)](#).

Security Elements means, collectively, the My UPS password and ID, and UPS Developer Kit API Developer’s Key and UPS Developer Kit API Access Key specific to You, which enables limited access to the UPS Developer Kit APIs hosted at the UPS Systems at UPS’s sole discretion.

Service Provider means a third party engaged by a UPS customer to assist such UPS customer in managing its shipping activity with the UPS Parties, including Billing Data Service Providers.

Service Provider Employee means an employee of a Service Provider.

Smart Labels shall mean those computer-generated labels developed by an Application or UPS Ready Solution certified or provided by UPS, which has not been modified (e.g. UPS WorldShip, UPS CampusShip or UPS Shipping API) and which labels comply with the then current version of the UPS Guide to Labeling (as generally provided by UPS).

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

Standard APIs means those UPS Developer Kit APIs known as UPS Tracking API and UPS Signature Tracking API, UPS Rating API, UPS Address Validation API, UPS Time in Transit API and UPS File Download for Quantum View API, UPS TradeAbility API, UPS Air Freight Rating API, and UPS Air Freight Pre-Authorization API.

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

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

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

Term has the definition provided in General Terms and Conditions [Section 6.2](#).

Third Party Service is defined in End User Rights [Section 1.2\(c\)](#).

Trade Direct UPS Account is defined in End User Rights [Section 2.2\(a\)\(i\)](#).

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

Transfer Method has the meaning set forth in End User Rights [Section 2.5](#), as such transfer method may be modified from time to time by UPS in accordance with this Agreement.

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

UPS means UPS Market Driver, Inc..

UPS Account means any shipping account assigned to You by a member of the UPS Parties, including without limitation, those accounts assigned as “temporary accounts.”

UPS CampusShip Administrator is defined in End User Rights [Section 2.2\(c\)\(i\)\(2\)](#).

UPS Competitor means any transportation or transportation logistics company or any Affiliate thereof.

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

UPSI is defined in End User Rights [Section 1.1\(f\)](#).

UPS Indemnitees means the UPS Parties and their successors and assigns.

UPS Internet Tools means the former name of the HTML versions of the UPS OnLine Tools (HTML versions of Tracking, Rates & Service Selection and Quick Cost Calculator).

UPS Mark means the following mark:



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

UPS Mobile Technology shall refer to UPS’s mobile website located at m.ups.com and any software applications provided by UPS that are designed to download to and run on a wireless mobile handset operating system (e.g., the Apple iOS, Google Android or the Blackberry OS).

UPS Developer Kit APIs means the Premium APIs and Standard APIs, collectively.

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

UPS Ready Solution(s) means any software product(s) or web site(s) identified as a UPS Ready Solution and licensed by a non-UPS Party that include Interfaces to the UPS Systems to access the UPS Developer Kit API.

UPS Ready Vendor means any Person authorized by UPS to distribute a UPS Ready Solution.

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

UPS Technology means those products identified on End User Rights [Exhibit B](#).

UPS Terms and Conditions of Carriage/Service means the document(s) in a country describing UPS services for small package shipments and freight movements available from that country, terms and conditions for such services and fees for such services. UPS Terms and Conditions of Carriage/Service for many countries can be found at the page for that country at ups.com. For example, in the United States, the UPS Terms and Conditions of Carriage/Service are comprised of: (1) the UPS Tariff/Terms and Conditions of Service for Package Shipments in the United States located [here](#); (2) the UPS Air Freight Terms And Conditions Of Contract For UPS Air Freight Services In The United States, Canada, And International located [here](#); and (3) UPS Freight's Rules and Charges located [here](#).

UPS Web Sites means www.ups.com and any other Internet web site controlled or operated by the UPS Parties or accessed through UPS Technology.

Usage Requirements means (1) the requirements for use of the UPS Mark as described in End User Rights Section 2.1(a)(iv), and (2) any other requirements for usage of the UPS Mark or any of the UPS Materials as may be provided by UPS to You from time to time.

UTA is defined in the first paragraph of these End User Rights.

VAN means a value-added-network used in an EDI transmission.

Vendors means Customer's third party suppliers, vendors and providers.

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

WorldShip Software is defined in End User Rights [Section 2.2\(a\)](#).

You means, as applicable, you as an individual and the Customer.

Your Information is defined in End User Rights [Section 1.2\(c\)](#).

EXHIBIT B

UPS TECHNOLOGY

UPS APIs (including UPS Developer's Kit)

- UPS Tracking API(HTML, XML, and Web Services)
- UPS Rating API (HTML, XML, and Web Services)
- UPS Address Validation API (XML) and UPS Street Level Address Validation API(XML and Web Services)
- UPS Time in Transit API (XML and Web Services)
- UPS Shipping API (XML and Web Services)
- UPS Signature Tracking API (XML and Web Services)
- UPS Freight Shipping API (Web Services)
- UPS Freight Rating API (Web Services)
- UPS Freight Pickup API (Web Services)
- UPS Locator (XML)
- UPS File Download for Quantum View (XML)
- UPS Pickup API (Web Services)
- UPS Delivery Intercept API (Web Services)
- UPS Air Freight Shipping API (Web Services)
- UPS Air Freight Rating API (Web Services)
- UPS Air Freight Pre-Authorization API (Web Services)
- UPS Returns on the Web API
- UPS TradeAbility API
- UPS Electronic Manifest Service
- UPS Web Discount API

UPS Shipping Systems Group

- UPS WorldShip
- UPS CrossWare
- UPS CampusShip
- UPS CampusShip Scheduled Import Tool
- UPS UPSlink
- UPS Host Manifest Service

UPS Visibility Services Group

- Quantum View Data Service
- Quantum View Manage Service
- Quantum View Notify Service
- Quantum View Manage for Importers Service
- UPS File Download for Quantum View
- UPS Claims on the Web Service
- UPS Wireless Access

UPS Billing Group

- UPS Billing Data and PDF Invoice
- UPS Billing Center
- UPS Billing Data File Analysis and Reporting Software

UPS Data Exchange Services Group

- File Download (FTP)
- Physical Delivery
- Electronic Data Interchange

UPS.com Group

- UPS.com Shipping (UPS Internet Shipping)
- UPS.com Internet Freight Shipping
- UPS.com Tracking (including Signature Tracking)

UPS.com Time and Cost
UPS.com Void a Shipment
UPS.com Order Supplies
UPS.com Forms for Export
UPS.com Find Locations
UPS Service Center Locator Maintenance Service
UPS TradeAbility
UPS Retail Package Drop Off
UPS Mobile Technology
UPS Paperless Invoice Setup Process

UPS Widget

MY LTL Services

UPS Freight Bill of Lading
UPS Freight Tracking
UPS Freight Rating
UPS Freight Notify
UPS Freight Billing
UPS Freight Images
UPS Freight Reporting
UPS Freight Customize

EXHIBIT C

PERMITTED TERRITORY

Territory	UPS Developer Kit APIs (see detailed chart below)	ROW	TradeAbility API	UPS Electronic Manifest	UPS WorldShip and UPS CrossWare	CampusShip (including Import Tool and Plug-Ins)	Quantum View Data	Quantum View Manage	Quantum View Notify	Quantum View Manage for Importers	UPS File Download for Quantum View	UPS Claims on the Web	UPS Billing Center	Host Manifest Service	UPS Billing Data and File Analysis and Reporting Software	UPS PDF Invoice	Data Exchange Services (set forth in each Data Exchange Order Form)	UPS.com Shipping (UPS Internet Shipping) including Plug-Ins	UPS.com Internet Freight Shipping	UPS.com Tracking (Signature Tracking)	UPS.com Time and Cost	UPS.com Void a Shipment	UPS.com Order Supplies	UPS.com Forms for Export	UPS.com Find Locations	UPS Service Center Locator Maintenance Service	UPS TradeAbility	UPS Retail Package Drop Off	UPS Widget	UPS Mobile Technology ¹	UPS Paperless Invoice Setup Process
Albania					X																										
Algeria					X																										
Antigua					X																										
Argentina			X	X	X				X						X			X		X				X			X				
Armenia					X																										
Aruba					X																										
Australia			X	X	X	X	X	X	X	X					X	X		X	X	X	X			X			X			X	
Austria	X	X	X	X	X	X		X	X	X					X	X		X	X	X	X		X	X			X			X	
Azerbaijan					X																										
Bahamas					X				X									X				X		X							
Bahrain					X																	X									
Bangladesh					X																										
Barbados					X																										
Belarus					X																										
Belgium		X	X	X	X	X	X	X	X	X	X				X	X		X	X	X	X		X	X			X		X	X	
Bermuda					X																		X								
Bolivia					X																										
Bosnia					X																	X									
Brazil				X	X	X	X	X	X	X					X			X	X	X	X				X						
Brunei					X																										
Bulgaria				X	X																	X									
Canada		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X			X			X	
Cambodia					X																										

¹ UPS Mobile Technology may be used to access any UPS.com functionality made available in the UPS Mobile Technology from the countries designated on this Exhibit C for such UPS.com functionality.

Territory	UPS Developer Kit APIs (see detailed chart below)	ROW	TradeAbility API	UPS Electronic Manifest	UPS WorldShip and UPS CrossWare	CampusShip (including Import Tool and Plug-Ins)	Quantum View Data	Quantum View Manage	Quantum View Notify	Quantum View Manage for Importers	UPS File Download for Quantum View	UPS Claims on the Web	UPS Billing Center	Host Manifest Service	UPS Billing Data and File Analysis and Reporting Software	UPS PDF Invoice	Data Exchange Services (set forth in each Data Exchange Order Form)	UPS.com Shipping (UPS Internet Shipping) including Plug-Ins	UPS.com Internet Freight Shipping	UPS.com Tracking (Signature Tracking)	UPS.com Time and Cost	UPS.com Void a Shipment	UPS.com Order Supplies	UPS.com Forms for Export	UPS.com Find Locations	UPS Service Center Locator Maintenance Service	UPS TradeAbility	UPS Retail Package Drop Off	UPS Widget	UPS Mobile Technology ¹	UPS Paperless Invoice Setup Process
Cayman Islands					X																X										
Chile				X	X				X									X		X	X			X							
China			X	X	X	X	X	X	X	X					X			X	X	X	X					X		X		X	
Colombia				X	X				X									X			X										
Costa Rica				X	X				X									X			X			X							
Croatia					X																X										
Cyprus		X			X													X		X	X			X							
Czech Republic		X		X	X	X	X	X	X									X	X	X	X			X					X		
Denmark		X	X	X	X	X		X	X	X					X	X		X	X	X	X		X	X			X		X		X
Dominican Republic			X	X	X				X						X			X		X	X			X			X				
Ecuador				X	X																X										
Egypt					X																X										
El Salvador					X																X										
Estonia		X		X	X																X										
Fiji Islands					X																										
Finland		X	X	X	X	X		X	X						X	X		X	X	X	X		X	X			X		X		X
France		X		X	X	X	X	X	X	X	X				X	X		X	X	X	X		X	X					X		X
Georgia					X																										
Germany		X	X	X	X	X	X	X	X	X	X				X	X		X	X	X	X		X	X			X		X		X
Gibraltar					X																										
Greece		X		X	X	X			X									X		X	X			X							
Guam					X																										
Guinea					X																										
Guatemala				X	X				X									X			X			X							
Haiti					X																X										
Honduras					X																X										
Hong Kong			X	X	X	X	X	X	X	X					X	X		X	X	X	X			X			X		X		X
Hungary		X		X	X	X	X	X	X									X	X	X	X			X							
Iceland					X																X										
India			X	X	X	X	X	X	X	X					X	X		X	X	X	X			X			X				X

Territory	UPS Developer Kit APIs (see detailed chart below)	ROW	TradeAbility API	UPS Electronic Manifest	UPS WorldShip and UPS CrossWare	CampusShip (including Import Tool and Plug-Ins)	Quantum View Data	Quantum View Manage	Quantum View Notify	Quantum View Manage for Importers	UPS File Download for Quantum View	UPS Claims on the Web	UPS Billing Center	Host Manifest Service	UPS Billing Data and File Analysis and Reporting Software	UPS PDF Invoice	Data Exchange Services (set forth in each Data Exchange Order Form)	UPS.com Shipping (UPS Internet Shipping) including Plug-Ins	UPS.com Internet Freight Shipping	UPS.com Tracking (Signature Tracking)	UPS.com Time and Cost	UPS.com Void a Shipment	UPS.com Order Supplies	UPS.com Forms for Export	UPS.com Find Locations	UPS Service Center Locator Maintenance Service	UPS TradeAbility	UPS Retail Package Drop Off	UPS Widget	UPS Mobile Technology ¹	UPS Paperless Invoice Setup Process
Indonesia				X	X	X			X						X	X		X		X	X									X	
Iraq					X																										
Ireland		X	X	X	X	X	X	X	X		X				X	X		X	X	X	X		X	X			X			X	
Israel				X	X	X			X									X	X	X	X										
Italy		X	X	X	X	X	X	X	X	X	X				X	X		X	X	X	X		X	X			X		X	X	
Jamaica					X																										
Japan			X	X	X	X	X	X	X	X					X			X	X	X	X			X			X		X	X	
Kazakhstan					X																										
Kenya				X	X																	X									
Kuwait					X																	X									
Laos					X																										
Latvia				X	X																	X									
Lebanon					X																	X									
Libya					X																										
Lithuania		X		X	X																	X									
Luxembourg		X		X	X																			X							
Macau					X	X			X						X	X		X	X	X	X			X						X	
Macedonia					X													X													
Madagascar					X																										
Malawi					X																										
Malaysia			X	X	X	X	X	X	X	X					X	X		X	X	X	X			X			X			X	
Mali					X																										
Malta					X																	X									
Mauritania					X																										
Mauritius					X																										
Mexico		X	X	X	X	X	X	X	X	X					X	X		X	X	X	X			X			X				
Morocco					X																	X									
Nepal					X																										
Netherlands		X	X	X	X	X	X	X	X	X	X				X	X		X	X	X	X		X	X			X		X	X	
Netherlands Antilles					X																										
New Zealand				X	X	X			X									X		X	X			X							

Territory	UPS Developer Kit APIs (see detailed chart below)	ROW	TradeAbility API	UPS Electronic Manifest	UPS WorldShip and UPS CrossWare	CampusShip (including Import Tool and Plug-Ins)	Quantum View Data	Quantum View Manage	Quantum View Notify	Quantum View Manage for Importers	UPS File Download for Quantum View	UPS Claims on the Web	UPS Billing Center	Host Manifest Service	UPS Billing Data and File Analysis and Reporting Software	UPS PDF Invoice	Data Exchange Services (set forth in each Data Exchange Order Form)	UPS.com Shipping (UPS Internet Shipping) including Plug-Ins	UPS.com Internet Freight Shipping	UPS.com Tracking (Signature Tracking)	UPS.com Time and Cost	UPS.com Void a Shipment	UPS.com Order Supplies	UPS.com Forms for Export	UPS.com Find Locations	UPS Service Center Locator Maintenance Service	UPS TradeAbility	UPS Retail Package Drop Off	UPS Widget	UPS Mobile Technology ¹	UPS Paperless Invoice Setup Process
Nicaragua				X	X																X										
Nigeria					X				X													X									
Norway		X	X	X	X	X		X	X	X					X	X		X	X	X	X		X	X			X		X		X
Oman					X																										
Pakistan					X																										
Panama				X	X				X									X				X		X							
Paraguay					X																										
Peru				X	X				X													X									
Philippines			X	X	X	X		X	X	X					X	X		X		X	X			X			X				X
Poland		X		X	X	X	X	X	X	X					X	X		X	X	X	X			X					X		X
Portugal		X	X	X	X	X		X	X	X					X	X		X	X	X	X		X	X			X				X
Puerto Rico		X	X	X	X	X		X	X	X					X	X		X	X	X	X		X	X			X				X
Qatar					X																	X									
Reunion					X																	X									
Romania				X	X	X	X	X														X		X							
Russia				X	X	X	X	X	X									X	X			X		X					X		
Saudi Arabia					X																	X									
Senegal					X																										
Serbia & Montenegro					X																	X									
Singapore			X	X	X	X	X	X	X	X					X	X		X	X	X	X			X			X		X		X
Slovakia		X		X	X													X		X	X			X							
Slovenia		X		X	X																	X									
South Africa				X	X																	X									
South Korea			X	X	X	X	X	X	X	X					X			X	X	X	X			X			X		X		X
Spain		X	X	X	X	X	X	X	X	X	X				X	X		X	X	X	X		X	X			X				X
Sri Lanka					X				X																						
St. Kitts & Nevis					X																	X									
St. Lucia					X																										
Sweden		X	X	X	X	X	X	X	X		X				X	X		X	X	X	X		X	X			X		X		X

Territory	UPS Developer Kit APIs (see detailed chart below)	ROW	TradeAbility API	UPS Electronic Manifest	UPS WorldShip and UPS CrossWare	CampusShip (including Import Tool and Plug-Ins)	Quantum View Data	Quantum View Manage	Quantum View Notify	Quantum View Manage for Importers	UPS File Download for Quantum View	UPS Claims on the Web	UPS Billing Center	Host Manifest Service	UPS Billing Data and File Analysis and Reporting Software	UPS PDF Invoice	Data Exchange Services (set forth in each Data Exchange Order Form)	UPS.com Shipping (UPS Internet Shipping, including Plug-Ins)	UPS.com Internet Freight Shipping	UPS.com Tracking (Signature Tracking)	UPS.com Time and Cost	UPS.com Void a Shipment	UPS.com Order Supplies	UPS.com Forms for Export	UPS.com Find Locations	UPS Service Center Locator Maintenance Service	UPS TradeAbility	UPS Retail Package Drop Off	UPS Widget	UPS Mobile Technology ¹	UPS Paperless Invoice Setup Process
Switzerland		X	X	X	X	X	X	X	X						X	X		X	X	X	X					X				X	
Taiwan			X	X	X	X	X	X	X	X					X	X		X	X	X	X					X		X		X	
Thailand			X	X	X	X	X	X	X	X					X	X		X	X	X	X					X				X	
Trinidad & Tobago					X																X										
Turkey				X	X	X	X		X									X	X	X	X			X							
Uganda					X																										
Ukraine					X				X												X										
United Arab Emirates					X				X												X										
United Kingdom		X	X	X	X	X	X	X	X	X	X				X	X		X	X	X	X		X	X			X	X		X	
United States		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X		X
U.S. Virgin Islands					X										X	X					X										
Uruguay					X																X										
Uzbekistan					X																										
Venezuela				X	X				X												X										
Vietnam				X	X	X			X							X		X		X	X			X							
Zambia					X																										
Zimbabwe				X	X																										

UPS Developer Kit APIs

Country	UPS Shipping API	UPS Tracking API	UPS Signature Tracking API	UPS Rating API	UPS Address Validation API	UPS Street Address Validation API	UPS Time in Transit API	UPS Pickup API	UPS Delivery Intercept	UPS File Download for Quantum View	UPS Locator API	UPS Freight Shipping API	UPS Freight Rating API	UPS Freight Pickup API	UPS Air Freight Shipping API	UPS Air Freight Rating API	UPS Web Discount API
Argentina	X	X	X	X	X		X										
Australia	X	X	X	X	X		X	X		X	X				X	X	
Austria	X	X	X	X	X		X	X			X				X	X	
Belgium	X	X	X	X	X		X	X		X	X				X	X	
Brazil	X	X	X	X	X		X			X	X				X	X	
Canada	X	X	X	X	X		X	X		X	X	X	X	X	X	X	
Chile	X	X	X	X	X		X										
China	X	X	X	X	X		X	X		X					X	X	
Costa Rica	X	X		X	X		X										
Czech Republic	X	X	X	X	X		X	X		X					X	X	
Denmark	X	X	X	X	X		X	X			X				X	X	
Dominican Republic	X	X	X	X	X		X										
Finland	X	X	X	X	X		X	X			X				X	X	
France	X	X	X	X	X		X	X		X	X				X	X	
Germany	X	X	X	X	X		X	X		X	X				X	X	
Greece	X	X		X	X		X										
Guatemala	X	X		X	X		X										
Hong Kong	X	X	X	X	X		X	X		X					X	X	
Hungary	X	X	X	X	X		X	X		X					X	X	
India	X	X	X	X	X		X	X		X					X	X	
Indonesia	X	X	X	X	X		X				X						
Ireland	X	X	X	X	X		X	X		X	X				X	X	
Israel	X	X		X	X		X										
Italy	X	X	X	X	X		X	X		X	X				X	X	
Japan	X	X	X	X	X		X	X		X					X	X	
Macau	X	X	X	X	X		X										
Malaysia	X	X	X	X	X		X	X		X	X				X	X	

UPS Developer Kit APIs

Mexico	X	X	X	X	X		X	X		X	X	X	X	X	X	X	
Netherlands	X	X	X	X	X		X	X		X	X				X	X	
New Zealand	X	X	X	X	X		X										
Norway	X	X	X	X	X		X	X			X				X	X	
Panama	X	X		X	X		X										
Philippines	X	X	X	X	X		X				X						
Poland	X	X	X	X	X		X	X		X					X	X	
Portugal	X	X	X	X	X		X	X			X				X	X	
Puerto Rico	X	X	X	X	X	X	X	X			X	X	X	X	X	X	
Romania	X	X	X	X	X		X	X		X					X	X	
Russia	X	X	X	X	X		X	X		X					X	X	
Singapore	X	X	X	X	X		X	X		X	X				X	X	
South Africa																	
South Korea	X	X	X	X	X		X	X		X					X	X	
Spain	X	X	X	X	X		X	X		X	X				X	X	
Sweden	X	X	X	X	X		X	X		X	X				X	X	
Switzerland	X	X	X	X	X		X	X		X	X				X	X	
Taiwan	X	X	X	X	X		X	X		X					X	X	
Thailand	X	X	X	X	X		X	X		X	X				X	X	
Turkey	X	X	X	X	X		X	X		X					X	X	
United Kingdom	X	X	X	X	X		X	X		X	X				X	X	
United States	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
United States Virgin Islands																	
Vietnam	X	X	X	X	X		X										