

**CLIENT AGREEMENT
UPSPSICAF04 – 0619**

This Client Agreement (the “Client Agreement”) is entered by and between UPS Professional Services, Inc. (“UPS-PSI”) and the customer identified below (“Client”), and is effective as of the date last signed by UPS-PSI and Client below (the “Effective Date”).

THE PARTIES

Client: _____	
Jurisdiction of Client Establishment (e.g., U.S.A., Canada, etc.): _____	
Client Notice Address: Attn: _____ _____ _____	UPS-PSI Notice Address: UPS Professional Services, Inc. Attn: Contracts 12380 Morris Road Alpharetta, GA 30005-4177
Client Billing Address: Attn: _____ _____ _____	<i>with a copy to:</i> UPS Professional Services, Inc. Attn: Legal Department 55 Glenlake Parkway, NE Atlanta, GA 30328

SIGNATURE PAGE

1. The Agreement. The Client Agreement consists of (a) this signature page (“Signature Page”); (b) the General Terms and Conditions, including without limitation the Jurisdiction-Specific Terms Appendix attached thereto and incorporated therein (available at <https://www.ups.com/assets/resources/media/general-terms-and-conditions.pdf>, version: UPSPSIGTC03 – 0619) (the “General Terms”); (c) all applicable UPS-PSI Solution specific terms and conditions indicated in the table on this Signature Page attached hereto, each of which is available at the identified website address and incorporated herein by reference, including without limitation the Jurisdiction-Specific Terms Appendix attached to each and incorporated therein (collectively, the “Applicable Terms and Conditions”); (d) each executed Order Form in the form of Exhibit A attached hereto (each, an “Order Form”); (e) Exhibit B (Permitted Territory) (available at <https://www.ups.com/assets/resources/media/customer-solutions-permitted-territory.pdf>, version: UPSPSIPTE01 – 0619), as it may be updated by UPS-PSI from time to time, which is incorporated herein by reference; and (f) all appendices, schedules, exhibits, and addenda to the foregoing which are incorporated by reference into this Client Agreement. Unless specifically stated otherwise in the foregoing, in the event that there is a conflict between the foregoing documents, the following order of precedence shall apply: (a) Signature Page, (b) General Terms, (c) Applicable Terms and Conditions and (c) each Order Form, in descending chronological order, beginning with the most recently-executed Order Form.

2. Incorporation and Application of Terms. Client hereby confirms that Client has read and fully understands all of the General Terms AND the Applicable Terms and Conditions, as well as Exhibit B (Permitted Territory), each of which is available for review by accessing the identified web links. Client expressly agrees to the incorporation of each of the foregoing into this Client Agreement and application to each of the referenced UPS-PSI Solutions. As used herein, “UPS-PSI Solution” means one of the Products or Services offered by UPS-PSI and identified in Exhibit B.

a. The General Terms apply to all UPS-PSI Solutions, in addition to any solution-specific Applicable Terms and Conditions for such UPS-PSI Solutions.

b. In addition and without excluding any of the foregoing, the Hardware Terms and Conditions apply to all Order Forms for the purchase of UPS-PSI Solutions comprising hardware, including UPS Trackpad® hardware (the “Hardware”), but are not applicable to Client’s license or access to any other UPS-PSI Solutions.

c. In addition and without excluding any of the foregoing, the Local Software Terms and Conditions apply to any license of, and Order Forms identifying, UPS-PSI Solutions comprising distributed software (each such solution, “Local Software”). The available UPS-PSI Solutions governed by the Local Software Terms and Conditions are identified therein and will be identified as such on the applicable Order Form. For purposes of clarity the Local Software Terms and Conditions will not be applicable to Client’s receipt of any UPS-PSI Solutions comprising only hosted services, which are governed by the Hosted Services Terms and Conditions.

d. In addition and without excluding any of the foregoing, the Hosted Services Terms and Conditions apply to any access to and Order Forms identifying UPS-PSI Solutions comprising hosted services (each such UPS-PSI Solution, a “Hosted Service”). The available UPS-PSI Solutions governed by the Hosted Services Terms and Conditions are identified therein and will be identified as such on the applicable Order Form.

3. Term and Termination. This Client Agreement will remain in effect until all Applicable Terms and Conditions, and all applicable Order Forms, have expired or have been terminated in accordance with the General Terms. Any Order Form may be terminated individually in accordance with the Applicable Terms and Conditions applicable to the identified UPS-PSI Solution.

4. **Permitted Territory.** “Permitted Territory” means, for any UPS-PSI Solution, those countries and territories associated with such UPS-PSI Solution on the table set forth on Exhibit B (Permitted Territory). Services will be performed hereunder and UPS-PSI Solutions are licensed or installed hereunder only in or for use in the United States of America or in the Permitted Territory for each applicable UPS-PSI Solution.

5. **Jurisdiction-Specific Terms.** This Client Agreement may only be presented to, and its effectiveness is conditioned upon execution by, a Client headquartered and established in the United States of America or one of the jurisdictions identified on Exhibit B (Permitted Territory) as of the Effective Date. If a jurisdiction does not appear on Exhibit B (Permitted Territory), then it is not within the Permitted Territory.

a. If the applicable “Jurisdiction of Client Establishment” identified on page 1 of this Client Agreement is not the United States of America, then the terms identified as applicable for such country or territory in the Jurisdiction-Specific Terms Appendix attached to and incorporated within the General Terms, as well as the terms of the Jurisdiction-Specific Terms Appendix attached to and incorporated into each of the Applicable Terms and Conditions, will replace or modify those terms of the Client Agreement accordingly.

b. Further, if the “Jurisdiction of Performance” identified on any Order Form is not the United States of America, then the terms identified as applicable for such country or territory in the Jurisdiction-Specific Terms Appendix attached to and incorporated within the General Terms, as well as the terms of the Jurisdiction-Specific Terms Appendix attached to and incorporated into each of the Applicable Terms and Conditions will apply and supersede those terms of the Client Agreement otherwise applicable solely to the extent necessary to comply with Applicable Law with respect to the performance of services or licenses granted within such jurisdiction.

6. **Counterparts; Electronic Signatures.** This Client Agreement may be executed in counterparts, each of which will constitute an original, and all of which, collectively, will constitute one and the same document upon execution by both parties. Each party acknowledges and agrees that this Client Agreement may be executed by electronic or digital signatures, which will be deemed and accepted as originals, and each party acknowledges its capacity and agreement to be bound by such electronic or digital signature with the same legal force and effect as a handwritten signature.

7. **Entire Agreement.** The Client Agreement, together with any attachments or documents incorporated herein by reference constitutes the entire agreement between UPS-PSI and Client with respect to the subject matter hereof, and supersedes all oral or written proposals or agreements, and all other communications, between the parties with respect to such subject matter. Without limiting the foregoing in any way, UPS-PSI will not be bound by terms additional to or different from those in the Client Agreement that may appear in Client’s purchase orders or acknowledgements. The parties hereto confirm their express desire that this Client Agreement, and all documents, and agreements directly or indirectly relating hereto, be drawn up in the English language. In the event that any provision of the Client Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the validity, legality, enforceability, and application of the remainder of the Client Agreement, and of such provision in any other circumstances, will not be affected thereby.

APPLICABLE TERMS AND CONDITIONS

	Terms and Conditions	Web Site Address for Identified Terms and Conditions
<input type="checkbox"/>	Hardware Terms and Conditions <ul style="list-style-type: none"> UPS Trackpad® hardware 	https://www.ups.com/assets/resources/media/hardware-terms-and-conditions.pdf version: UPSPSIHTA01-0619
<input type="checkbox"/>	Local Software Terms and Conditions <ul style="list-style-type: none"> UPS Trackpad® installed software ShipExec™ installed software 	https://www.ups.com/assets/resources/media/local-software-terms-and-conditions.pdf version: UPSPSILST01-0619
<input type="checkbox"/>	Hosted Services Terms and Conditions <ul style="list-style-type: none"> UPS Trackpad® hosting services ShipExec™ Cloud Complete View Solutions Select Pickup Manager 	https://www.ups.com/assets/resources/media/hosted-services-terms-and-conditions.pdf version: UPSPSIHST01-0619

IN WITNESS WHEREOF, each of the parties hereto has caused this Client Agreement to be executed by its duly authorized representative by signature below, as of the Effective Date.

Client: _____	UPS Professional Services, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A
Form of Order Form

Order Form No. _____
Order Form Effective Date: _____

This Order Form No. _____ (the “**Order Form**”), entered into between UPS Professional Services, Inc. or such entity designated in the Jurisdiction-Specific Terms Appendix with respect to the Jurisdiction of Client establishment (“**UPS-PSI**”) and _____ (“**Client**”), is effective as of the date specified above (the “**Order Form Effective Date**”) and governed by that certain Client Agreement dated _____ between UPS-PSI and Client (the “**Client Agreement**”).

Jurisdiction of Performance: _____
Initial Subscription Term (if applicable): _____

SERVICES

- 1.
- 2.

Deliverables

- 1.
- 2.

PRODUCTS

Local Software

Item	License Type	Qty	Price / Unit	License Fee
Total Estimated License Fees:				

Hosted Services

1. Hosted Services Components and Applicable Fees
2. Hosted Services Setup Fees
3. Hosted Services Support Fees

Hardware

Item	Limited Hardware Warranty Period	Qty	Price / Unit	Purchase Price
Total Estimated Purchase Price:				

Capitalized terms not defined in this Order Form have the same meanings ascribed in the Client Agreement. The parties agree that any change to this Order Form must be agreed to in writing by the parties pursuant to a change order. For avoidance of doubt, any software licensed to Client pursuant to the Client Agreement will not be considered a “Deliverable” under any agreement between the parties. The parties hereto confirm their express agreement that this Order Form, and all documents and agreements directly or indirectly relating hereto, be drawn up in the English language.

IN WITNESS WHEREOF, UPS-PSI and Client have so agreed as of the date written above:

Client: _____ By: _____ Name: _____ Title: _____ Date: _____	UPS Professional Services, Inc. By: _____ Name: _____ Title: _____ Date: _____
---	---

[End of Exhibit.]

Exhibit B
Permitted Territory

The table below identifies the Permitted Territory for each of the UPS-PSI Solutions. The Client Agreement may only be presented to, and its effectiveness is conditioned upon execution by, a Client headquartered and established in the United States of America or one of the jurisdictions identified on this Exhibit B (Permitted Territory) as of the Effective Date.

	SERVICES	PRODUCTS																		
		Consulting Services	ShipExec™ (Local Software)	ShipExec™ Cloud Services	UPS Trackpad® (Hardware)	UPS Trackpad® (Local Software)	UPS Trackpad® Hosted Services	UPS Complete View® Analytics	UPS Complete View® Confirm	UPS Complete View® Control	UPS Complete View® Data Management	UPS Complete View® Inform	UPS Complete View® Monitoring	UPS Complete View® Returns	UPS Complete View® Reporting	UPS Complete View® Shipping	UPS Complete View® Signature	UPS Complete View® Trailer Visibility – Hub	UPS Complete View® Trailer Visibility – Web	UPS Complete View® Vendor Management
Belgium	X	X	X																	X
Brazil	X																			
Bulgaria	X	X	X																	X
Canada	X	X	X	X	X	X														X
China	X	X	X	X	X	X														X
Colombia	X																			
Costa Rica	X																			
Dominican Republic	X																			
Germany	X	X	X	X	X	X														X
Hong Kong	X	X	X																	X
India	X	X	X		X	X														X
Italy	X	X	X	X	X	X														X
Korea	X	X	X	X																
Japan	X	X	X	X	X	X														X
Malaysia	X	X	X																	X
Mexico	X	X	X																	X
Puerto Rico	X																			
Singapore	X	X	X	X	X	X														X
Spain	X	X	X																	X
Switzerland	X	X	X																	X
Taiwan (ROC)	X	X	X																	X
United Kingdom	X	X	X																	X