

UPS COMPLETE VIEW® SOLUTIONS TERMS AND CONDITIONS
UPSPSICVC01-1018

The provision of the UPS Complete View® solutions by UPS Professional Services, Inc. (“UPS-PSI”) is governed by the Client Agreement entered between UPS-PSI and the customer identified thereon (“Client”), which includes without limitation the General Terms and Conditions incorporated therein, these UPS Complete View® Terms and Conditions (the “Complete View® Terms”) and any work orders for Complete View® solutions, which may include but not be limited to Complete View® Analytics, Complete View® Confirm, Complete View® Control, Complete View® Data Management, Complete View® Image, Complete View® Inform, Complete View® Management, Complete View® Monitoring, Complete View® Navigator, Complete View® Reporting, Complete View® Returns, Complete View® Shipping, Complete View® Vendor Management, Complete View® Signature, Complete View® Trailer Suite, Complete View® Visibility, Complete View® hosting services, or any other Complete View® solution (each such work order, a Work Order, as defined in the General Terms and Conditions) entered between UPS-PSI and Client, and all schedules, exhibits, or addenda to any of the foregoing (all of the foregoing, collectively, the “Client Agreement”). These Complete View® Terms are hereby incorporated into and made subject to the Client Agreement entered between UPS-PSI and Client. Capitalized terms used herein but not defined have the meaning ascribed to such terms in the Client Agreement or the General Terms and Conditions incorporated therein.

1. Definitions.

“Interface(s)” means the interface(s) to the respective UPS Complete View® solution tool developed by UPS-PSI or its subcontractor in accordance with the Client’s specifications, where applicable.

“Hosting Services” means the operation and provision of the UPS’s hosting platform for the respective UPS Complete View® solutions tool to Client on computer systems operated by or on behalf of UPS-PSI, where applicable.

“UPS Complete View® Tool” means UPS-PSI’s proprietary software that provides the relevant UPS Complete View® solution functionality as more fully described in a Work Order, for example in the case of Complete View® Returns, the tool for a self-service returns solution to allow returns to be initiated online by Client’s customers, in object code format, which is hosted by or on behalf of UPS-PSI to enable Client’s and its customers’ access, rather than being installed on computer systems owned or operated by Client.

2. Hosting Services. Subject to Client’s payment of the required fees set forth in the applicable Work Order, during the term of these Complete View® Terms, for the applicable Complete View® solution selected by Client and agreed by UPS-PSI in a Work Order, UPS-PSI grants a limited, revocable, license to Client to use the Deliverables provided under the applicable Work Order referencing these Complete View® Terms for purposes of interfacing with the respective UPS Complete View® Tool specified in the Work Order.

3. Limitations. Client agrees that it has no right, title, or interest to such Deliverables other than the license rights described in this section. Any access to or use of the Deliverables that is inconsistent with the terms herein is unauthorized and strictly prohibited without the express prior written consent of UPS-PSI. Client agrees that its use of the Deliverables will be in compliance with any additional usage requirements provided by UPS-PSI from time to time. Client understands that UPS-PSI makes the Interface(s) available over the Internet and that the Internet is an open system that is not under UPS-PSI’s control. Accordingly, Client agrees that UPS-PSI, its Affiliates, or its subcontractors shall not be held responsible or liable, directly or indirectly, for any loss, damage, or delay caused or alleged to have been caused by acts or omissions of third parties in accessing the Interface(s) through or intercepting information or other communications of Client transmitted over the Internet. This provision shall apply with equal effect even where the Interface(s) features or displays a link to another party’s web site. Client understands and acknowledges that certain software programs and content on or embedded in the Hosting Services are the property of UPS-PSI’s licensors, and that Client’s right to access, execute, and use the Hosting Services is subject to the rights of such licensors. Client will not rent, lease, encumber, pledge, lend, copy, make available, distribute, or act as a service bureau as to the Hosting Services or any component thereof. Client will not reverse engineer, decompile, or disassemble the UPS Complete View® Confirm Tool, Hosting Services, or any component thereof.

4. Conditions of Use and Client Obligations. Client grants UPS-PSI a limited, non-exclusive, non-transferable, non-assignable, royalty-free license to use any and all information that Client submits to UPS-PSI in connection with UPS-PSI’s provision of the Hosting Services to the Client, for all purposes related to the performance of the Hosting Services and enforcement of UPS-PSI’s rights under these Complete View® Terms. UPS-PSI reserves the right to monitor Client’s use of the Hosting Services, including through license keys or similar measures, to confirm compliance with the requirements of these Complete View® Terms. Client will prevent unauthorized use or misuse of the Hosting Services, and will remain responsible for all such use or misuse. Client will use the Hosting Services solely for the purposes and functions expressly permitted by this Client Agreement and pursuant to UPS-PSI’s instructions. Client may not use the Hosting Services to gain access, or attempt to gain access, to any computer system, web site, or database owned or operated by UPS-PSI or its

Affiliates other than the Hosted Software to which Client is expressly permitted access under this Trackpad Hosting Appendix.

5. Shipping Terms. Client agrees that any shipment made utilizing the UPS Complete View® Tool is subject to and governed by the applicable UPS Rate and Service Guide, the UPS Tariff/Terms and Conditions of Service/Carriage the UPS Air Freight Terms and Conditions of Contract For Air Freight Services In the United States, Canada and International, and UPS Freight's Rules and Charges, current at the time of shipment and applicable in the country of origin of the shipment (collectively, the "Shipping Terms") each of which is available at <http://www.ups.com/content/us/en/resources/ship/terms/shipping/index.html> and which are hereby incorporated into this Agreement by this reference. Among other things, the Shipping Terms state Client's authorization of UPS-PSI's Affiliates to act as forwarding agent for export control and customs purposes and define the service obligations of UPS to Client and the limitations and disclaimers related to any liability of UPS-PSI's Affiliates to Client.

6. Viruses. Client will use commercially reasonable efforts not to insert or cause any Virus to be downloaded by, uploaded to, transmitted to, or embedded into the Hosting Services or UPS-PSI and its Affiliates' computer systems or networks. "Virus" means any lock, clock, timer, counter, copy protection feature, CPU serial number reference, device, code, command, or instruction, including any virus, time bomb, worm, Trojan horse, or other code or device that (a) adversely affects the operation, security, or integrity of a computing, telecommunications or other digital operating or processing system or environment, including without limitation, other programs, data, computer libraries, and computer and communications equipment, by altering, destroying, disrupting, or inhibiting such operation, security, or integrity; (b) self-replicates without manual intervention; or (c) purports to perform a useful function but which actually performs either a destructive or harmful function, or performs no useful function and utilizes substantial computer, telecommunications, or memory resources.

7. Client Warranties. Client will use the Hosting Services in accordance with all policies provided to Client in writing, Applicable Laws, including domestic and foreign laws concerning data privacy and unfair and deceptive trade practices. Client will only submit information to the Hosting Services, or to UPS-PSI in connection with the Hosting Services, that it has the right and authority to submit. Client will take all measures required under Applicable Law to ensure that it has the right and authority to submit to the Hosting Services information concerning Client's customers, including all measures required to provide notice to and secure consent from such customers, if applicable.

8. Disclaimer. UPS-PSI DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR MISUSE, ABUSE, ACCIDENTS, OR VIRUSES, UNAUTHORIZED SERVICE, OR THE COMBINATION OF THE HOSTED SOFTWARE OR HOSTING SERVICES WITH ANY UNAUTHORIZED PRODUCTS. In the event the Hosting Services or any component thereof fails to perform materially in accordance with the Documentation, the failure is promptly reported to UPS-PSI, and UPS-PSI can reproduce the failure, UPS-PSI will use reasonable efforts to correct such failure without additional charge to Client, in accordance with the maintenance obligations of the Documentation. UPS-PSI may request certain information (data, screen shots, etc.) to properly validate and reproduce the error or malfunction. The foregoing will be Client's sole and exclusive remedy for any such failure.

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 8, THE HOSTING SERVICES ARE PROVIDED "AS IS" AND NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING OR TERM, EXPRESS, OR IMPLIED, STATUTORILY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR USE OF THE PRODUCTS OR SERVICES IS GIVEN OR ASSUMED BY UPS-PSI OR ITS AFFILIATES, SUBCONTRACTORS, SUPPLIERS, OR AGENTS, AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED AND DISCLAIMED. SOME STATES DO ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT.

9. Suspension or Termination of Access. UPS-PSI may terminate these Complete View® Terms and any Work Orders for the hosting services of the UPS Complete View® Tool at any time, or suspend Client's access to the Interface(s), in the event: (a) Client no longer has the right to use the UPS Complete View® Tool; (b) UPS-PSI believes in its sole judgment that the Interface(s) or any other Deliverables are being used for a purpose not approved by UPS-PSI or in violation of any Applicable Law; (c) UPS-PSI's, its Affiliate's, or any third party's rights are jeopardized or potentially exposed to liability or damage as a result of Client's use of the Interface(s) or any other Deliverables; or (d) if the performance, integrity, or security of the UPS Complete View® Tool, the UPS-PSI system, any systems of its Affiliates, or any system of its subcontractor is in danger of being compromised as a result of such access or use.

10. Client License. In each instance for which Client requests to have its trademark, logo, or service mark (each, a "Mark") displayed on the Interface(s), Client hereby grants to UPS-PSI a limited, non-exclusive, royalty free license to display Client's designated Mark on the Interface(s), and to issue sublicenses as reasonably necessary to accomplish this

purpose. Client agrees to provide the Mark in the format and size designated by UPS-PSI. The parties agree that all goodwill in the Mark accrues to the benefit of Client. Client warrants that it owns all rights in the Mark and has the right to grant the Mark license granted herein. UPS-PSI agrees that it obtains no right, title, or interest to such Marks pursuant to these Complete View® Terms other than the license rights described in this section.

11. Survival. Notwithstanding anything herein to the contrary, the provisions of Sections 1 through 9, and 11 of these Complete View® Terms will survive the termination or expiration of these Complete View® Terms.

[End of UPS Complete View® Terms and Conditions]