

END USER RIGHTS
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These End User Rights are part of and incorporated by reference into the UPS Technology Agreement, which is available at <https://www.ups.com/assets/resources/media/en_US/UTA.pdf>. The rights and restrictions provided under these End User Rights 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 UPS Technologies identified in these End User Rights, please review the rights and restrictions applicable for use of and access to that UPS Technology. In addition, the Information and General Use Policies <https://www.ups.com/assets/resources/media/en_US/IGUP.pdf> may apply to use of or access to any UPS Technology and are incorporated into these End User Rights. Capitalized terms used but not defined in these End User Rights have the meanings defined in the General Terms and Conditions section of this Agreement.

Except as set forth 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) governed by other agreements with UPSI. 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 UPSI related to such UPS services, including for example, the applicable UPS Terms and Conditions of Carriage/Service.

1 All UPS Technologies. The following apply to all UPS Technologies.

1.1 Beta Technology.

(a) *Availability.* 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 terms 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 terms that apply to Your use of the Beta Technology. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GENERAL TERMS AND CONDITIONS, 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 End User Rights Section 1.1, this End User Rights Section 1.1 shall control to the extent necessary to resolve such conflict as to the Beta Technology.

(b) *Confidentiality.* The existence, features, operation, security, performance, assessment, evaluation, capabilities and content of the Beta Technology; Your comments, questions and suggestions related to the Beta Technology; and all other information and data related to or embodied in the Beta Technology are Confidential Information or Trade Secrets of UPS.

(c) *Use of Your Information.* The Beta Technology may include functionality that permits UPS to measure Your usage of its features and informs UPS of this usage electronically. UPS has the right to collect from Your computer, Your system configuration data and a log of Your activities while using the Beta Technology (the “Beta Technology Report”). UPS may use the Beta Technology Report to help conduct trouble-shooting analysis and improve the functionality of the Beta Technology. You consent and 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 the Beta Technology Report and 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.

(d) *Defects and Errors.* **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GENERAL TERMS AND CONDITIONS SECTION 8.2, YOU ACKNOWLEDGE AND AGREE THAT (A) BETA TECHNOLOGY MAY CONTAIN DEFECTS AND ERRORS AND UPS MAKES NO REPRESENTATION OR WARRANTY (BY STATUTE, COMMON LAW OR OTHERWISE) 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 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.

(e) *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.

1.2 *U.S. Government End Users.* The UPS Technology qualifies as “commercial items,” as that term is defined at Federal Acquisition Regulation 48 C.F.R. §2.101, consisting of “commercial computer software” and “commercial computer software documentation” (including any accompanying technical data) as such terms are used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-3, regardless of whether the UPS Technology is delivered as a product or accessed by the U.S. Government end user in conjunction with a service. The use, duplication, reproduction, release, modification, disclosure or transfer of the UPS Technology and any data relating thereto or derived therefrom, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable. This is in lieu of, and supersedes, any Federal Acquisition Regulations (“FAR”), the Defense FAR Supplement (“DFARS”), or other agency supplemental clause or provision that addresses government rights in computer software or technical data. U.S. Government end users will acquire the UPS Technology with only those rights set forth in this Agreement. If the U.S Government end user has a need for rights not conveyed under the terms described in this Section, it must negotiate with UPS to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable agreement to be effective. If this Agreement fails to meet the U.S Government end user’s needs, and the parties cannot reach a mutual agreement on terms for this Agreement, the U.S Government end user agrees to terminate its use of the UPS Technology and return any software or technical data delivered as part of the UPS Technology, unused, to UPS.

2 All UPS Developer Kit APIs. The following apply to all UPS Developer Kit APIs.

2.1 *Rights.* If You receive API Technical Documentation for a UPS Developer Kit API and the required Security Elements, You are licensed to develop Application(s) and use the Application(s) to access the UPS Developer Kit API other than from the Restricted Territory. For clarity, the license of this paragraph does not provide for the right to authorize or allow (a) third parties to use the Application(s) or for Your use of the Application(s) for the benefit of a third party or (B) You to distribute the Application(s) to a third party. If You receive access to the **UPS Developer Kit API** as part of a Third Party Solution, You will not receive API Technical Documentation and have no right to develop or distribute an Application, and the remainder of this End User Rights Article 2 does not apply to Your use of any UPS Developer Kit API through such Third Party Solution. You may access any of **UPS Developer Kit API** from a country or territory that is not in the Restricted Territory. However, You acknowledge and agree that **UPS Developer Kit APIs** will not return an intended result for every country or territory of the Permitted Territory. You may refer to the applicable API Technical Documentation to determine for which country or territory each **UPS Developer Toolkit API** will return an intended result.

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

2.3 *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 compliance with the terms of this Agreement, including without limitation, API Technical Documentation. UPS may suspend access to the UPS Developer Kit API(s) without notice if it reasonably believes an Application is in violation of this Agreement.

2.4 *Support.* Except for issues related to the provision of products and services by UPS (e.g., registration for UPS.com or UPS My Choice®), You shall provide all maintenance and support for Your Application.

2.5 Display of Information. The Application must 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.

2.6 Prohibitions. When using the UPS Developer Kit APIs, You will not sublicense access to a UPS Developer Kit API for use by a third party. Consequently, You will not create an Application that functions substantially the same as the UPS Developer Kit API and offer it for use by third parties or use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.

2.7 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].”

2.8 Restrictions on Hosting. You may (1) host an Application at Your facilities in any country or territory that is not in the Restricted Territory 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 or territory that is not in the Restricted Territory solely for Your benefit.

2.9 Limitations. UPS sets and enforces limits on Your use of the UPS Developer Kit APIs (e.g., limiting the number of requests that You may make), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each UPS Developer Kit API. If You would like to use any UPS Developer Kit APIs beyond these limits, You must obtain UPS’s express consent (and UPS may decline such request or condition acceptance on Your agreement to additional terms and/or charges for that use).

3 Terms for Individual UPS Developer Kit APIs. In addition to the terms of Article 1 above, the following terms apply to the specific UPS Developer Kit API.

3.1 UPS® Address Validation API (XML) and UPS Street Level Address Validation API (XML and Web Services). 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 **UPS Address Validation API** or **Street Level Address Validation API** informing the user either (at Your option): (a) with respect to a P.O. Box address or (b) 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.”

3.2 UPS® Shipping API (XML and Web Services). The **UPS Shipping API** provides access to the **UPS Hazardous Materials Functionality** which facilitates the shipment of certain dangerous goods and hazardous materials. Your use of the **UPS Hazardous Materials Functionality** is governed by End User Rights Section 10.1.

3.3 UPS Delivery Intercept™ API (Web Services).

(a) Authorized Employees. You shall ensure any Application that includes an Interface to the **UPS Delivery Intercept API** (“DI Application”) is only accessed by Your employees who have a need to access such

DI Application, in the course of performance of their ordinary duties, to request delivery intercept services for Your Tendered Shipments under Your authorization (“DI Authorized Employees”). You shall maintain a list of DI Authorized Employees which You shall provide to UPS within ten business days of such request for inspection.

(b) *Access and Use.* Access to and use of the DI Application, including without limitation through Your network resources, platforms, devices, servers, workstations and applications set up on Your network, shall require a user ID and password for each DI Authorized Employee. You must ensure that user IDs and passwords for the DI Application are controlled as follows: (1) each DI Authorized Employee will maintain unique ownership of a single user ID and password; (2) no user ID will be shared as a generic or group user ID; (3) all access rights will be immediately revoked or deleted for any terminated, on leave of absence, or transferred DI Authorized Employees; (4) access rights to the DI Application will be granted to DI Authorized Employees by You on a job role basis with the least privileges necessary for such job role; (5) if a user ID is revoked, re-authentication and positive identification of the DI Authorized Employee must occur before the user ID can be reactivated; and (6) user IDs must be deactivated after no more than five failed log-in attempts. You will review authorizations to access the DI Application no less frequent than on a monthly basis to ensure all such authorizations remain appropriate.

(c) *Security.* You will at all times during the Term of this Agreement, maintain physical security measures for physical access to workstations used to access the DI Application, at least as protective as those measures You then maintain for Your own trade secrets.

(d) *Record of Usage.* You shall log all activities in regards to accessing the DI Application. This audit data must be retained during the Term of the Agreement and for 24 months thereafter. Logging must at a minimum include the following: (1) date and time of each logged event; (2) when session ends; (3) source and destination IP address; (4) user ID; (5) details of attempted, successful and rejected access attempts; and (6) type of activity performed.

(e) *Audit.* You shall provide to UPS and its auditors (including internal audit staff and external auditors) the right to audit Your compliance with the security and data handling requirements of this Section 3.3(e) in the following circumstances: (1) following UPS’s reasonable, good faith belief of misuse of the DI Application or its Interface(s), fraud through the DI Application or its Interface(s), or Your non-compliance with the security obligations of this Section 3.3, or (2) following a breach of any restriction on the disclosure of Information in the Information and General Use Policies Article 1 as regards Information received by You through the DI Application. Such audit right shall include access to (X) Your facilities where the DI Application is accessed, (Y) Authorized Employees, and (Z) data and records relating to access and use of the DI Application.

(f) *Indemnity.* 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 (1) use or misuse by You and Your employees, agents, or contractors of the UPS Delivery Intercept API and UPS Systems and (2) any use of or access to UPS Delivery Intercept API and UPS Systems by any Person that gains access through use of the Interfaces, Application or Security Elements, including, without limitation, any direct or indirect use or access, whether or not authorized by You.

3.4 UPS® Locator API for UPS Access Point™ Locations (XML).

(a) *Additional Restrictions on Use.* You agree that You may utilize **UPS Locator API for UPS Access Point Locations** only in support of or in response to a customer-generated request for manifest information for Tendered Shipments. You may not use the location information returned by **UPS Locator API for UPS Access Point Locations** for purposes other than fulfilling such customer-generated request. You must discard any location information returned by **UPS Locator API for UPS Access Point Locations** upon completion of each remote communication session with Your customer. You agree not to otherwise use the location information returned by **UPS Locator API for UPS Access Point Locations**, in whole or in part, other than as expressly set forth in this Section 3.4(a) without the express written consent of UPS.

(b) *No Trademark Rights.* Notwithstanding anything to the contrary herein, this Agreement does not authorize You to use any trademark, word, name, symbol, or device, or any combination thereof owned or licensed by UPS in any UPS Access Point Application. To the extent You seek to use UPS Access Point trademarks

in connection with such UPS Access Point Application, You must complete the UPS Access Point brand request form on UPS Brand Central at <<https://brand.ups.com>> and obtain a trademark license from UPS, granted in UPS's sole discretion.

3.5 UPS® Electronic Manifest Service and UPS Host Manifest Service.

(a) *Upload Requirements.* You agree that You may only upload PLD to **UPS Electronic Manifest Service** or **UPS Host Manifest Service** 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 Service** or **UPS Host Manifest Service** via a Third Party 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.

(b) *Information Exchange.* You acknowledge that the Application or Third Party 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 Third Party Solution.

(c) *PLD Upload.* You must transmit to UPS the PLD for any Outbound Shipment manifested through **UPS Electronic Manifest Service** and **UPS Host Manifest Service** before pickup of those packages by a UPS driver.

3.6 UPS® Account Validation API. You represent and warrant that You will attempt to validate UPS Account numbers using the **UPS Account Validation API** only in instances where You have received permission to validate a UPS Account from the Person UPS has assigned such UPS Account. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising from or in connection with a breach of this Section 3.6 by You.

3.7 UPS My Choice® Enrollment API and UPS My Choice® Eligibility API.

(a) *Restrictions.* You will only forward to UPS information for the UPS My Choice® service pre-enrollment using the **UPS My Choice® Enrollment API** and the **UPS My Choice® Eligibility API** where the information was input directly by the Person to be pre-enrolled (“My Choice Enrollee”), or pre-populated by the Application and, in each case, confirmed by the My Choice Enrollee. For the avoidance of doubt, You are not allowed to forward to UPS information for the UPS My Choice® service pre-enrollment when the information was collected through a call center. You may only use Information provided by UPS through the **UPS My Choice® Enrollment API** and the **UPS My Choice® Eligibility API** (“My Choice Enrollment Information”) in connection with the enrollment of the My Choice Enrollee in the UPS My Choice® service associated with such My Choice Enrollee as explicitly permitted herein.

(b) *Storage of Returned Information.* Except for the limited purpose of compliance with the temporary retention and submission procedures described below, You are prohibited from storing any My Choice Enrollment Information other than ephemeral copies as necessary to exchange Information with the UPS Systems and My Choice Enrollees through the Application related to a specific request for interaction by a My Choice Enrollee with the Application. All ephemeral copies must be irrevocably destroyed upon the completion of the information exchange requested by a My Choice Enrollee for whom the copy was created.

(c) *My Choice Enrollee Consent and Development Guidelines.*

(i) *Presentation.* You shall present to My Choice Enrollees a means by which My Choice Enrollees can expressly request enrollment in the UPS My Choice® service through the Application (a “My Choice Enrollment Consent Notice”). The Interface to the Application must include a checkbox as part of the My Choice Enrollment Consent Notice. The My Choice Enrollment Consent Notice may be accompanied by a My Choice Enrollment Licensed Marks, provided that such My Choice Enrollment Licensed Marks are displayed in accordance

with the terms of this Agreement. A My Choice Enrollment Consent Notice shall be in a form substantially similar to the following: “Yes! Pre-enroll me in the UPS My Choice® service so I can receive package delivery notifications by email. I understand UPS will use data collected by [You] to pre-enroll me in the UPS My Choice® service and send an email to the address I provided with more information, including how I can fully enroll to receive additional features. For questions, please refer to the UPS Privacy Notice at www.ups.com.” The My Choice Enrollment Consent Notice shall be prefaced by a checkbox that is not pre-selected.

(ii) Review. Prior to commercial use of the Application, You shall provide to UPS a link to a development and testing site where UPS may review Your proposed My Choice Enrollment Consent Notice in the Application for review and consent by UPS. UPS reserves the right to reject any My Choice Enrollment Consent Notice proposed by You. If UPS rejects Your proposed My Choice Enrollment Consent Notice, the parties shall work together to devise a mutually acceptable My Choice Enrollment Consent Notice. You and UPS will mutually agree on the placement of the My Choice Enrollment Consent Notice in the Interface. In addition, You shall provide to UPS a complete copy of the graphical user interface for each screen of the UPS My Choice® service enrollment process of the Application at the request of UPS within three (3) days of such request.

(iii) Assent Record. You shall capture and retain data, including the My Choice Enrollee’s first and last name, the date, the timestamp, and the design version of the Interface (such My Choice Enrollee’s data is collectively a “My Choice Enrollment Assent Record”) as proof of each My Choice Enrollee’s express request for enrollment in the UPS My Choice® service and provide in .CSV format all My Choice Enrollment Assent Records to UPS electronically via secure file transfer protocol (“FTP”) within three (3) days of such request. After provision of My Choice Enrollment Assent Records to UPS in accordance with the preceding paragraph, You shall delete such My Choice Enrollment Assent Records.

(d) Custodian of Records. At the request of UPS, You shall make available a custodian of records to testify, at UPS’s expense, to a My Choice Enrollee’s assent to enrollment in the UPS My Choice® service using all available information.

(e) Indemnity. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising out of or in connection with Your (i) failure to provide evidence sufficient to prove a My Choice Enrollee’s assent to enrollment in the UPS My Choice® service or (ii) provision to UPS of incorrect information through the **UPS My Choice® Enrollment API** and the **UPS My Choice® Eligibility API**.

3.8 UPS Returns™ on the Web API. Your use of the UPS Returns on the Web services, including associated billing and payments terms for Tendered Shipments manifested through the UPS Returns on the Web API, is governed by the UPS Returns on the Web™ Limited Release Contract Carrier Agreement (“ROW Agreement”) between You and UPSI.

4 All Web Accessed UPS Technologies. The following terms apply to all UPS Technologies accessed at the UPS Websites.

4.1 Accessible Features. You may access any of the Web Accessed UPS Technologies from a country or territory that is not in the Restricted Territory. However, You acknowledge and agree that a Web Accessed UPS Technology will not return an intended result for every country or territory of the Permitted Territory.

4.2 Single Sign-On and Third Party Online Services. UPS offers a single sign on feature for UPS.com. If You elect to use Your credentials for one of the available social platforms identified on the sign-in page of UPS.com (each a “Platform”), UPS will receive from the Platform Your basic information such as Your name, email address, and any other information You permit the Platform to share with UPS now or in the future. When You engage with the Platforms, You are interacting with a third party, not UPS. UPS does not endorse and has no control over Platforms. The information You share with a Platform is subject to the Platform's own privacy policy and Your privacy settings on the Platform. UPS makes no representations or warranties, express or implied, as to Platforms or any other third party website or application (including the accuracy, reliability or completeness of information supplied by it or its privacy practices). If You decide to access other websites, including any of the Platforms, You do so at your own risk. Under no circumstances will UPS be responsible for any loss or damage resulting from Your use of a Platform or any

other third party website or application. If the Platform service becomes temporarily or permanently unavailable for any reason, if You elect to delete Your account for the Platform, or if You unlink Your credentials to the Platform from Your UPS profile maintained at ups.com, You will not be able to log into Your UPS profile maintained at ups.com using the Platform credentials. In order to log in and continue using Your UPS profile maintained at UPS.com, You will need to log in using Your UPS profile credentials.

5 Terms for Individual Web Accessed UPS Technologies. In addition to the terms of Article 3 above, the following terms apply to the specific Web Accessed UPS Technologies accessed at the UPS Websites.

5.1 UPS.com™ Shipping. **UPS.com™ Shipping** provides access to the **UPS Hazardous Materials Functionality** which facilitates the shipment of certain dangerous goods and hazardous materials. Your use of the **UPS Hazardous Materials Functionality** is governed by End User Rights Section 10.1.

5.2 UPS.com™ Void a Shipment. 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 twenty-four (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 technology 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**.

5.3 UPS.com™ Order Supplies. 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.

5.4 UPS.com™ Forms for Export. UPS provides international shipping forms through **UPS.com Forms for Export** for Your convenience. However, use of these 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 Export** 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.

5.5 UPS Paperless™ Invoice/Paperless Document Setup Process. **UPS Paperless Invoice/Paperless Document Setup Process** allows You to upload to UPS images of documents associated with a Tendered Shipment (e.g., an invoice) for use in connection with a delivery of the Tendered Shipment. **UPS Paperless Invoice/Paperless document Setup Process** 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/Paperless Document Setup Process** available through UPS.com and submit a copy of Your letterhead, an authorized signature in electronic format, and UPS Account numbers with which 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/Paperless Document 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/Paperless Document Setup Process** for a package, You must transmit to UPS PLD for the package through a **UPS Paperless Invoice/Paperless Document Setup Process** compatible system prior to tendering the package to UPS. Your use of the UPS paperless invoice and UPS paperless document services is governed by the terms of a separate agreement made between You and UPSI for such services. 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 or territory of origin of a Tendered Shipment covered by UPS Paperless Invoice.

5.6 UPS® Claims on the Web Service.

(a) *Claim Submissions.* **UPS Claims on the Web Service** allows You to submit a claim to UPS for loss of or damage to a Tendered Shipment as well as documentation such as images of damage and invoices and receipts to support the occurrence and value of any such loss or damage (“Claims Documentation”) for Your Internal Purposes. You agree to only submit claims using the **UPS Claims on the Web Service** for Your Tendered Shipments. By submitting Claims Documentation to support a claim of loss or damage: (a) You grant UPS the limited permission to process and store this Claims Documentation for claim processing and related purposes, and (b) You acknowledge that UPS may use or not use the Claims Documentation at its discretion in processing a claim.

(b) *Representations and Warranties.* You represent and warrant that: (1) Your provision of, and UPS’s processing and storage of, the Claims Documentation does not and will not violate any applicable law, rule or regulation; (2) the Claims Documentation does not and will not infringe any third party’s intellectual property or publicity or privacy right; or contain any code that may damage, interfere with any UPS computer, system, data or property, or enabling tracking; (3) the Claims Documentation is not defamatory, obscene, harassing, libelous or injurious to any other person, harmful to minors or pornographic; and (4) the Claims Documentation is not false, inaccurate, misleading or otherwise irrelevant to Your specific claim.

(c) *Indemnity.* You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising from or in connection with UPS’s processing and storage of the Claims Documentation.

5.7 UPS® Billing Data, PDF Invoice and UPS Email Invoice. You may obtain Billing Data using the UPS Technologies known as **UPS PDF Invoice** and **UPS Email Invoice** (cumulatively “**UPS Billing Technology**”).

(a) *Delivery.* Billing Data, in an electronic format selected by You from a list of available electronic formats (e.g., .CSV, flat file, and PDF), except in certain countries and territories where other formats are required by law or as determined by UPS, will be provided electronically (e.g., file download or email), either directly to You or through Billing Data Service Providers. Your request to receive invoices in electronic form (or, where effective, Your payment of an invoice received in electronic form) constitutes Your agreement to receive invoices in electronic form, except in countries and territories where another form of consent is required by law. You may request to receive Your invoices in a paper format.

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

(c) *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 invoice shall be the paper invoice version, and any Billing Data You receive is provided solely for Your convenience.

(d) *Invoice Delivery.* Once authorized by UPS to use **UPS Email Invoice**, You will automatically receive invoices containing Billing Data. You will be notified via e-mail when an invoice is ready for receipt.

5.8 UPS® Billing Center.

(a) *Invoice Delivery.* If You access and use the **UPS Billing Center**, You will automatically receive invoices in an electronic format, except in certain countries and territories where other formats are required by law or as determined by UPS. All invoices generated by the **UPS Billing Center** will be made available to You in

electronic form at the **UPS Billing Center** web site. You will be notified via e-mail or other electronic form when an invoice is ready for viewing. Your use of the **UPS Billing Center**, or, where effective, Your payment of any invoice received in electronic form, constitutes Your agreement to receive invoices in electronic form, except in countries and territories where another form of consent is required by law. You may request to receive Your invoices in a paper format. If You do, Your license to access and use **UPS Billing Center** will terminate, except in certain countries and territories where other formats are required by law or as determined by UPS.

(b) *Invoice Payment.* You agree to remit payment for all invoices generated by the **UPS Billing Center** using one of the approved payment methods presented in the **UPS Billing Center** 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 **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**.

(c) *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**. Except as otherwise provided in this Agreement, any other use of Your trademarks, service marks, names or logos by UPS shall require Your prior written consent.

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

5.9 *UPS CampusShip™ technology.*

(a) *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 technology**. 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 technology**, all CAB Data will be deleted from UPS's Systems. Only CAB Data which is subsequently used for manifesting Tendered Shipments using **UPS CampusShip technology** shall constitute personal information for purposes of General Terms and Conditions Section 12.10. You assume 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.

(b) *Use by Vendors.* UPS may authorize Customer to allow certain of Customer's vendors to participate in **UPS CampusShip technology** through Vendor Users. Customer agrees that it is responsible for all use of **UPS CampusShip technology** 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 technology**. 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 DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY CLAIM MADE BY A VENDOR OR ANY VENDOR USER), INCURRED OR SUFFERED BY THE UPS INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH USE OF **UPS CAMPUSSHIP TECHNOLOGY**, **UPS SCHEDULED IMPORT TOOL** 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.

(c) *Location System Accounts.* If UPS separately authorizes, Customer may establish Location Accounts and allow Customer's authorized employees to access **UPS CampusShip technology** through Location System Accounts instead of a System Account associated with each of Customer employee. Provided UPS has authorized Customer to establish Location System Accounts, Customer employees may access and use **UPS CampusShip technology** through a Location System Account solely to process and track Tendered Shipments manifested through **UPS CampusShip technology** 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.

5.10 *UPS.com™ Alert Customization Tool.* The **UPS.com Alert Customization Tool** provides access to the **UPS Customized Alerts Functionality** which facilitates customization of shipping status email, such as QVN messages and UPS My Choice® Personal and Commercial Service emails. You acknowledge that, where a Service Provider ships orders on Your behalf, Customized Alerts may not be available if the Service Provider fails to ship under the appropriate UPS Account. UPS will apply the same set of Customized Content to each Customized Alert You request be sent. You may periodically revise Your Custom Content by submitting to UPS new or revised Custom Content using the **UPS.com Alert Customization Tool**. You may not request a desired start date for new or revised Custom Content that is earlier than three (3) weeks after the date You provide UPS with such Custom Content.

5.11 *UPS Freight™ Images.* You agree that any images generated using UPS Freight Images, regardless of their form or format, shall be deemed Information.

5.12 *UPS Freight™ Notify.* 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. 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 informed and specific consent to receive the **UPS Freight Notify** message and that any email address provided to UPS is accurate and controlled by such Person. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising out of or in connection with any breach of the warranties in this section.

5.13 *UPS Freight™ Reporting.* You agree that any reports generated using **UPS Freight Reporting**, regardless of their form or format, shall be deemed Information.

6 All UPS Software. The following terms apply to Your use of all UPS Technologies that are Software UPS distributes to You.

6.1 *Limited Use.* You may install and use the Software for Your Internal Purposes in object code format only on computers owned, leased or otherwise controlled by You in the applicable Territory for such Software.

6.2 Termination. 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.

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

6.4 Microsoft® Products. Certain of the UPS Software comes with a version of Microsoft® SQL Server in the software installation package. If You choose to install and use such UPS Software, You acknowledge and agree that your use of the distributed copy of Microsoft® SQL Server is governed by the Microsoft Software License Terms found at <https://www.microsoft.com/en-us/download/details.aspx?id=29693>.

6.5 Responsibility. YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR USE OF OR DAMAGE TO SOFTWARE UPS DISTRIBUTES TO YOU AND ANY DATA ASSOCIATED WITH SUCH SOFTWARE (E.G., DATABASE RESOURCES) ACCESSED DIRECTLY OR INDIRECTLY BY ANY PERSON, WHETHER OR NOT AUTHORIZED BY YOU.

7 Terms for Individual UPS Software. In addition to the terms of Article 6 above, the following terms apply to the specific UPS Software.

7.1 UPS WorldShip® software.

(a) Hazardous Materials. **UPS WorldShip software** provides access to the **UPS Hazardous Materials Functionality** which facilitates the shipment of certain dangerous goods and hazardous materials. Your use of the **UPS Hazardous Materials Functionality** is governed by End User Rights Section 10.1.

(b) Commissioning. **UPS 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”).

(c) Location of Use. **UPS WorldShip software** may only be used with Tendered Shipments (1) having a declared shipment origin at the installation site of **UPS 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.

(d) UPS Databases. UPS Databases are distributed in association with **UPS WorldShip software**. You may only use these UPS Databases to prepare shipping labels through **UPS WorldShip software** each UPS Database is distributed with and for no other purpose. You may only access, alter or modify these UPS Databases using **UPS WorldShip software** through use of the (1) data import and (2) external database mapping and integration functions of **UPS WorldShip software**. For clarity, but not by way of limitation, You may not export, whether by (i) data export functionality built into **UPS WorldShip software**; (ii) extraction from **UPS 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.

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

(f) PLD Upload. **UPS WorldShip software** includes functionality to upload PLD to UPS. Such upload functionality may only be used to transfer PLD to UPS for Tendered Shipments identified in paragraph

(c) above and manifested using keyed import, batch import, XML auto import, hand-off shipping, or the direct entry functionality of **UPS WorldShip software**.

(g) *Current Version.* You acknowledge and agree that failure to use the most recent version of **UPS 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.

(h) *Messaging Through UPS WorldShip software.* **UPS WorldShip software** 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 software** granted herein, that UPS may present messages to You through **UPS WorldShip software**, including without limitation functional, operational or marketing messages for **UPS WorldShip software**, other UPS Technology and UPS services.

(i) *Application Reporting.* **UPS WorldShip software** includes functionality that permits UPS to measure Your usage of its features and informs UPS of this usage electronically. In **UPS WorldShip software**, this functionality is known as “Feature Stats” or “Support Files” (collectively, “Application Reporting”). The Application Reporting functionality collects Your system configuration data and a log of Your activities while using **UPS WorldShip software**, including the following: (1) the processes of **UPS WorldShip software** used to add, validate, or classify a “deliver to” address; (2) how often the “Help” function of **UPS WorldShip software** is accessed; and (3) how often packages are processed through **UPS WorldShip software** using pre-defined characteristics. UPSI uses the Feature Stats, for example, to determine the popularity of and improve the functionality of **UPS WorldShip software** and to enhance the services UPSI makes available to You. Support Files are used to help conduct troubleshooting analysis. If You do not wish to participate in the Feature Stats functionality for **UPS WorldShip software**, for each installed instance of **UPS WorldShip software**, You must e-mail UPS at worldshipreqst@ups.com (or contact Your account representative) and UPS will remotely disable this functionality for that installed instance of **UPS WorldShip software**.

(j) *Custom Shipping Labels.* **UPS WorldShip software** allows You to print custom shipping labels. A custom label includes in the top 4” x 2” area of a 4” x 8” shipping label information or the logo of Customer You provide (“Custom Label Content”). UPS may direct You to cease use of any Custom Label Content at its discretion. You represent and warrant that no Custom Label Content, or portion thereof: (a) infringes any third party’s intellectual property or publicly/privacy right; (b) violates any applicable laws or regulations; (c) is defamatory, obscene, harmful to minors or pornographic; (d) is false, inaccurate or misleading or (e) negatively impacts on the reputation of the UPS Parties. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising out of or in connection with Your use of the Custom Label Content, including any claim related to infringement of any intellectual property rights, including without limitation copyrights, patents, trade secrets, trademarks, publicity, privacy, and other proprietary rights.

(k) *Automatic Updates.* UPS will automatically deliver Updates to **UPS WorldShip software** and associated UPS Databases (“WorldShip Updates”) to computers onto which You have installed **UPS WorldShip software**. UPS will automatically apply these WorldShip Updates if You commission **UPS WorldShip software** in the United States. You will be provided notice through **UPS WorldShip software** that a WorldShip Update will occur. If You choose not to accept a WorldShip Update, You must remove and cease use of **UPS WorldShip software** and its associated UPS Databases and Your license in **UPS WorldShip software** and its associated UPS Databases will terminate on the date such WorldShip Update was scheduled to be applied.

(l) *Open Source Software.* **UPS WorldShip software** is delivered with software components distributed under open source licenses. Any use of these software components will be governed by, and subject to, the terms and conditions of its applicable open source license and not this Agreement. The chart below lists these software components, a link to the applicable open source license and a link to a location where each software component can be downloaded.

Software Component	Open Source License	Location of Software Component
Chromedriver	Apache License 2.0 http://apache.org/licenses/LICENSE-2.0	https://sites.google.com/a/chromium.org/chromedriver/downloads
Geckodriver	Mozilla Public License 2.0 https://www.mozilla.org/en-US/MPL/2.0/	https://github.com/mozilla/geckodriver
EdgeDriver	Apache License 2.0 http://apache.org/licenses/LICENSE-2.0	https://www.selenium.dev/downloads/
IEDriver	Apache License 2.0 http://apache.org/licenses/LICENSE-2.0	https://developer.microsoft.com/en-us/microsoft-edge/tools/webdriver/

7.2 UPS® UPSlink software. Access to **UPS UPSlink software** can only be obtained by You as part of a UPS Ready Solution. You agree that You may only upload PLD to UPS via **UPS UPSlink software** if You first validate all PLD with an address validation function that validates the accuracy of city, state and postal code (if applicable). You acknowledge that **UPS UPSlink software** 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. You must transmit to UPS the PLD for any Outbound Shipment manifested through **UPS UPSlink software** before pickup of those packages by the UPS driver.

7.3 UPS® Locator Plug-In for UPS Access Point™ Locations.

(a) *Changes to Information.* You may change the color scheme of non-mapping information and add Your branding in a manner that does not supersede, alter, or obscure any UPS branding or imply UPS endorses Your goods and services.

(b) *Limitation on Use.* You agree that You may utilize the **UPS Locator Plug-In for UPS Access Point Locations** only in support of or in response to a customer-generated request for manifest information for Tendered Shipments. You must discard any location information returned by the **UPS Locator Plug-In for UPS Access Point Locations** upon completion of each remote communication session with Your customer.

(c) *No Trademark Rights .* Notwithstanding anything to the contrary herein, this Agreement does not authorize You to use any trademark, word, name, symbol, or device, or any combination thereof owned or licensed by UPS in such UPS Access Point. To the extent You seek to use UPS Access Point trademarks in connection with such UPS Access Point Application, You must complete the UPS Access Point brand request form on UPS Brand Central at <<https://brand.ups.com>> and obtain a trademark license from UPS, granted in UPS's sole discretion.

7.4 UPS Shipping and UPS Access Point™: Official Module. **UPS Shipping and UPS Access Point: Official Module** is a plug-in, add-on, extension or module that can be used with many popular e-commerce platforms. In some instances, **UPS Shipping and UPS Access Point: Official Module** may be distributed subject to a license other than this Agreement. Notwithstanding such other license governing Your use of the UPS Access Point Shipping

Module, all rights in Information retrieved through the UPS Access Point Shipping Module are granted in this Agreement.

8 UPS Bulk Data Services. The following terms apply to the specific UPS Bulk Data Services.

8.1 UPS Data Exchange Services.

(a) *Authorization .* UPS may allow, in its sole discretion, certain data (including Information and other information) to be exchanged between You and UPS (“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 a 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 issued by UPS to You setting forth the characteristics of the Data Exchange, including, for example, the Transfer Method, the File Format, the location of delivery, and the country or territory in which the Data Exchange may be utilized by You (the “Data Exchange Order Form”). No prior agreement between You and UPS under which You receive data exchange services shall be superseded by the terms and conditions of this Section 8.1. You and UPS shall mutually agree with respect to the list of UPS Accounts for which the parties shall exchange Information through each Transfer Method. Such UPS Accounts may be modified from time to time upon the mutual agreement of You and UPS.

(b) *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 You and such Service Provider have entered into an agreement consistent with Information and General Use Policies Section 1.2(b).

(c) *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.

(d) *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.

(e) *Costs and Fees.* You are responsible for telecommunications costs associated with You providing Information to or receiving Information from UPS. 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 Your Service Provider as further set forth in the UPS Terms and Conditions of Carriage/Service.

(f) *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).

(g) *Terms Specific to EDI as a Data Exchange.*

(i) Cost and Fees. 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 direct data connection line for the Data Exchange that uses EDI as the Transfer 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 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.

(vi) UPS Labeling. If You exchange manifest information for Tendered Shipments through EDI, You agree to apply a UPS approved smart shipping label to each such Tendered Shipment. UPS and You agree that the definition of a smart label is defined in the current edition of the UPS Guide to Labeling at the time of signing this Agreement; which includes, but is not limited to, the UPS MaxiCode (that includes street address), Zip+4 postal code bar code where applicable, current UPS Routing Code, appropriate UPS Service Icon, a UPS 1Z tracking number bar code, and CASS certified and validated addresses.

8.2 UPS® Locator APList File for UPS Access Point™ Locations.

(a) Additional Restrictions. Upon authorization, in UPS's sole discretion, UPS may provide to You a list of all UPS Access Point locations that, at the time of disclosure, can accept parcels ("APList"). In order to assist Customer in selecting a convenient UPS Access Point, You may present to Customer portions of the APList representing information on those UPS Access Point locations within a queried distance in response to a query comprising an address and distance from such address provided by a Customer through an application developed by You or other customer service channels (e.g., call center interaction). If UPS provides the APList to You, UPS will make available APList Updates approximately once every day. You agree that You may utilize the APList only in support of or in response to a customer-generated request for manifest information for Tendered Shipments. You may not use the APList for purposes other than fulfilling such customer-generated request. You will stop all use of an APList within one (1) hour of delivery of a superseding APList Update. Upon receipt of the superseding APList Update, You must promptly discard the superseded APList. You agree not to use or otherwise distribute the APList, in whole or in part, other than as expressly set forth in this Section 8.2(a) without the express written consent of UPS. You may access **UPS® Locator APList File for UPS Access Point™ Locations** from a country or territory that is not in the Restricted Territory. However, You acknowledge and agree that **UPS® Locator APList File for UPS Access Point™ Locations** will not return an intended result for every country or territory of the Permitted Territory.

(b) No Trademark Rights. Notwithstanding anything to the contrary herein, this Agreement does not authorize You to use any trademark, word, name, symbol, or device, or any combination thereof owned or licensed by UPS in any application developed by You including portions of the APList. To the extent You seek to use UPS Access Point trademarks in connection with such application, You must complete the UPS Access Point brand request form on UPS Brand Central at <https://brand.ups.com> and obtain a trademark license from UPS, granted in UPS's sole discretion.

9 UPS Value Added Services. The following terms and conditions apply to the specific UPS Technology identified.

9.1 Quantum View Notify™ Service.

(a) *Restrictions.* **Quantum View Notify** (“QVN”) is a UPS Technology that allows You to direct UPS to send an email or SMS text message with information about a shipment to an email address or phone number You provide. QVN is available at UPS.com or through other QVN enabled UPS Technology. 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 or SMS text messages relating to Tendered Shipments, You shall immediately cease using QVN to send email or SMS text messages to such addressee. In no event shall UPS be liable for any failure or delay in the transmission or receipt of any email or SMS text 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. You may access QVN from a country or territory that is not in the Restricted Territory. However, You acknowledge and agree that QVN will not return an intended result for every country or territory of the Permitted Territory.

(b) *Warranty.* You warrant that You shall only request through QVN that UPS send a QVN message (1) to an email address or phone number controlled by a Person affiliated to the shipment which is the subject of the QVN message; (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; and (3) when providing such QVN message to a Person does not violate any applicable law, rule or regulation, including without limitation those directed to email marketing. You further warrant that, prior to requesting UPS to send a QVN message to a Person affiliated with a shipment, You shall secure Person’s consent to receive the QVN message.

9.2 UPS.com™ Marketplace Shipping.

(a) *Restrictions.* You may access and use **UPS.com Marketplace Shipping**, a UPS Technology that allows You to manage shipment and tracking details for orders submitted by Your customers, for Your goods at a permitted third party e-marketplace (e.g., eBay and Amazon.com), for Your Internal Purposes.

(b) *Your Account Access Information Representation.* By providing Your account access information associated with a third party e-marketplace, including without limitation, user name, passwords, and other log-in information or content to UPS through **UPS.com Marketplace Shipping**, You represent that (i) You are authorized to access the e-marketplace associated with such provided account access information and to use the e-marketplace through such account, and (ii) You are authorized and entitled to submit Your account access information to UPS and to authorize UPS to access and use the associated e-marketplace through Your account access information as your agent, without any obligation by UPS to pay any fees or other limitations. You acknowledge that use by UPS of Your account access information will result in the transfer of Your information from the associated e-marketplace to UPS in the U.S. for access, storage and use, and You expressly authorize such transfer to UPS.

(c) *Authorization to Access Your Accounts.* You acknowledge and agree that, by using **UPS.com Marketplace Shipping**, You expressly authorize: (i) UPS to access Your account maintained by third party e-marketplace on Your behalf as Your agent; and (ii) UPS to disclose Your account access information to a third party vendor for access to Your account on UPS’s behalf. **UPS.com Marketplace Shipping** will access the third party e-marketplace and submit Your account access information to log in to the third party e-marketplace and retrieve information associated with Your account. For purposes of (A) Your use of **UPS.com Marketplace Shipping** for Your Internal Purposes and (B) Your express authorization in the preceding sentence, You grant UPS a limited power of attorney and appoint UPS as Your attorney-in-fact and agent to access participating third party e-marketplace, retrieve and use Your information with the full power and authority to do so and perform each thing necessary in connection with such activities as You could do. YOU ACKNOWLEDGE AND AGREE THAT WHEN UPS IS ACCESSING AND RETRIEVING YOUR ACCOUNT INFORMATION FROM A THIRD PARTY E-MARKETPLACE, UPS IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY E-MARKETPLACE.

(d) *Your Use of Third Party e-Marketplaces.* You acknowledge and agree that UPS.com Marketplace Shipping provides You access to third party e-marketplaces and such access is provided solely as a convenience to You and not as an endorsement by UPS of the content on the third party e-marketplaces. UPS makes no representations or warranties regarding the correctness, accuracy, performance, or quality of any content, software, service, or application found at any third party e-marketplace. You understand and agree that UPS.com Marketplace Shipping is not sponsored or endorsed by any third party e-marketplace accessible through UPS.com Marketplace Shipping. If You decide to access any of a third party e-marketplace through UPS.com Marketplace Shipping, You do so at Your own risk. UPS is not responsible for the availability of any third party websites. In addition, Your use of the third party e-marketplace remains subject to any applicable policies and terms and conditions of that third party e-marketplace.

9.3 UPS TradeAbility™ services.

(a) *How to Access.* **UPS TradeAbility services** may be accessed through UPS.com or a **UPS TradeAbility API** enabled application, whether developed by You or another Person.

(b) *Restrictions on TradeAbility Transaction Data.* UPS will retain transaction data for **UPS TradeAbility services** for a period not to exceed ninety (90) days after it first becomes available to You. Thereafter, such transaction data for **UPS TradeAbility services** will no longer be available to You.

(c) *Termination.* Your rights to access **UPS TradeAbility services** will automatically terminate if You do not access Your My UPS System Account associated with **UPS TradeAbility services** for a period of fourteen (14) consecutive months. Upon termination, You will be required to re-register as a user of **UPS TradeAbility services**.

(d) *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 services**.

(e) *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, and may only be used for Your convenient reference. UPS does not guarantee the accuracy of the estimate. You understand that applicable laws, rules and regulations, including those related to import and export, are subject to changes in the applicable laws and regulations, which may not be addressed by the **UPS TradeAbility Services**.

9.4 UPS® Customized Alerts Functionality.

(a) *Customized Content.* You may access and use the UPS Technology known as **UPS Customized Alerts Functionality** to direct UPS to include Your customized content (“Customized Content”) in shipping status messages (e.g., QVN emails, the UPS My Choice® service emails and tracking results displayed on UPS.com or the UPS Mobile App) (collectively, “Customized Content Alerts”), related to Tendered Shipments shipped under UPS Account number(s) assigned to You, provided UPS has licensed to You other UPS Technology that provides access to the **UPS Customized Alerts Functionality** (e.g., the **UPS Customized Alert Retail API** and the **UPS.com Alert Customization Tool**). You shall not permit or authorize any third party to use or access **UPS Customized Alerts Functionality** including via any Interfaces or other software developed by You or any third party. You hereby grant UPS a royalty-free, perpetual, non-exclusive license to copy, modify, and make derivative works of Your Customized Content, including, without limitation, any pictures, logos, trademarks, trade dress, service marks, designs and works of authorship contained therein for the purpose of sending the Customized Content Alerts. UPS, at its sole discretion, may reject the Customized Content, whether before or after using such Customized Content in Customized Content Alerts.

(b) *Restrictions.* UPS will in its sole discretion determine which shipping status messages will include Customized Content. UPS may choose to include some or all of Your Customized Content (e.g., only Your logo) in Customized Content Alerts.

(c) *Representation and Warranty.* You represent and warrant that You will not provide to UPS any Customized Content that: (i) does not directly advertise or promote Customer's goods or services; (ii) infringes any third party's intellectual property or publicity or privacy right; (iii) violates any applicable law, rule or regulation, including without limitation those directed to email marketing; (iv) is defamatory, obscene, harassing, libelous or injurious to any other person, harmful to minors or pornographic; (v) contains any user or usage tracking tags, scripts or codes; (vi) contains any virus, Trojan horse or other computerized data that may damage, interfere with or effect any UPS computer, system, data or property; or (vii) is false, inaccurate or misleading. You further represent and warrant that (A) UPS sending the Customized Content Alerts to email addresses provided by You or held by UPS and associated with an applicable Tendered Shipment, or presenting Customized Content Alerts to users of UPS.com or the UPS Mobile App will not be in violation of applicable law, rule, regulation or other legal requirement, including without limitation those related to email marketing; and (B) You have obtained all required consent from the recipient of any of the Customized Content Alerts described in part (A) of this sentence such that UPS's sending of or presenting the Customized Content Alerts as described in part (A) of this sentence will not violate any applicable law, rule, regulation or other legal requirement.

(d) *Indemnity.* You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages incurred or suffered by the UPS Indemnitees arising from or in connection with the UPSI's access to or use of Customized Content or a breach of this Section 9.4 by You.

9.5 UPS My Choice® Services.

(a) *UPS My Choice® for Business.* The **UPS My Choice® for Business** service is a service through which You when acting as a business can (i) order logistics services (e.g., Delivery Change Option) from UPSI and (ii) access certain administrative data services provided by UPS. All logistics services ordered through the **UPS My Choice® for Business** service (excluding the **UPS My Choice® for Business** Leave with Business Neighbor feature) are provided pursuant to the then-current shipping services agreement between You and the applicable UPSI entity ("MC4B Entity") in the country or territory where such ordered services are rendered ("MC Terms"), which include the country-specific or territory-specific UPS Terms and Conditions of Carriage/Services applicable to the UPS services for small package shipments and freight movements available in such country or territory. Such logistics services ordered through the **UPS My Choice® for Business** service are expressly subject to the MC4B Terms including any provisions thereof relating to arbitration, which will apply to any and all claims arising from or related to the provision of such logistics services by the MC4B Entity. In the case of a conflict between the Agreement and the MC4B Terms as regards any logistics services ordered through the **UPS My Choice® for Business** service (excluding the **UPS My Choice® for Business** Leave with Business Neighbor feature), the MC4B Terms will take precedence. The **UPS My Choice® for Business** Leave with Business Neighbor services ordered, and all data services provided, through the **UPS My Choice® for Business** service are provided under the terms and conditions of this Agreement and the description of such services at the **UPS My Choice® for Business** home page available at UPS.com in effect at the time of service.

(b) *UPS My Choice®.*

(i) **Services.** The **UPS My Choice®** service is a service through which You when acting as a consumer can (i) order logistics services (e.g., Delivery Change Option) from UPSI and (ii) access certain data services provided by UPS. All logistics services ordered through the **UPS My Choice®** service (excluding the **UPS My Choice®** Leave with Neighbor feature) are provided pursuant to the country-specific or territory-specific UPS Terms and Conditions of Carriage/Services applicable to UPS® services for small package shipments and freight movements available in Your country or territory ("MC Terms") by the applicable UPSI entity set out in the MC Terms ("MC Entity"), including any provisions relating to arbitration, which will apply to any and all claims arising from or related to the provision of logistics services by the MC Entity. In the case of a conflict between the Agreement and the MC Terms as regards such logistics services ordered through the **UPS My Choice®** service, the MC Terms will take precedence. The **UPS My Choice®** Leave with Neighbor services ordered, and all data services provided, through the **UPS My Choice®** service are provided through the terms and conditions of this Agreement and the description of such services at the **UPS My Choice®** home page available at UPS.com in effect at the time of service.

(ii) **Incentives, Credits and Rewards.** When You use the **UPS My Choice®** service to manage shipments, You may be offered a selection of incentives for choosing certain logistics services including

changing Your delivery location or level of service (“Incentive”). When You select an Incentive, You may earn the credit associated at the successful completion of the logistics service of the Incentive (“Credit”). Incentives vary depending on factors such as the change in location and level of service. Credits cannot be exchanged for cash and may only be redeemed for gift or stored value card(s) of equal or approximately equal value (“My Choice Reward”). My Choice Rewards are redeemed through a website operated by a vendor engaged by us. Your access and use of this website to manage and redeem My Choice Rewards is subject to the vendor’s posted terms and conditions which are found at the website. Each My Choice Reward may be subject to additional terms and conditions of the participating third party merchant associated with such My Choice Reward. To review such merchant’s terms and conditions click the “Terms and Conditions” link on the My Choice Reward detail page. My Choice Rewards may change at any time, and You may only use Credits for My Choice Rewards that are currently available. UPS MAY REQUIRE YOU TO EXCHANGE CREDITS FOR MY CHOICE REWARDS ONCE YOU HAVE REACHED A CERTAIN VALUE OF CREDITS. IF YOU UN-ENROLL FROM THE UPS MY CHOICE® SERVICE, YOU WILL FORFEIT ANY CREDITS THAT HAVE NOT BEEN CONVERTED INTO MY CHOICE REWARDS. UPS may discontinue or suspend the Incentives as a feature of the **UPS My Choice®** service at any time. You will be provided notice of any discontinuance or suspension of the Incentives and, in the case of a discontinuance, informed how to perform a final redemption of any Credit balance. Upon termination of this Agreement or Your right to accesses and use the **UPS My Choice®** service, You will be provided instructions on how to perform a final redemption of any Credit balance. Six (6) months after termination of this Agreement or Your right to accesses and use the **UPS My Choice®** service, You will no longer be able to perform the final redemption of any Credit balance.

(c) *Communication Preferences.* You may inform UPS of Your preferences for communications generated by the **UPS My Choice® for Business** service or the **UPS My Choice®** service (cumulatively, “the **UPS My Choice®** Personal and Commercial Services”) (“Communication Preferences”) by updating Your UPS account profile to reflect Your communication preferences. When using the **UPS My Choice®** service as a consumer, You may have other rights which vary by jurisdiction.

(d) *Authorization and Consent.* By using the **UPS My Choice®** Personal and Commercial Services to order logistics services or access data services (“Ordered Services”), You represent and warrant that (i) You are (A) the shipper or (B) authorized by the shipper of a subject shipment to (I) alter the shipper’s delivery instructions, including to redirect the delivery of a package to an alternative address, to authorize release of a package, to delay delivery, to change a service or service level selected by the shipper, or to reschedule delivery, and (II) receive advance notification and delivery information regarding a package, and (ii) You have obtained all other authorizations, permissions and consents necessary to order, utilize or receive the benefit of the Ordered Services.

(e) *Fees and Charges.* You agree to pay any applicable fees and charges associated with UPS My Choice® Personal and Commercial Services as set forth in the applicable MC or MC4B Terms (cumulatively, “MC Terms”), which may include transactional fees per package or pursuant to Your expressed preferences for certain Ordered Services, including, without limitation and to the extent the applicable MC4B Entity or MC Entity (cumulatively, “MC Entity”) may, in its sole and unlimited discretion, make available in Your location or country/territory of residence, “Deliver My Package on Another Day,” “Deliver My Package to Another Address,” and such other logistics services. If any UPS My Choice® Service requires a transfer or delivery of the package beyond the original delivery area for the original consignee address (the delivery address originally specified by the shipper), additional transportation charges shall also apply. The transportation charges (if any) will be calculated at the applicable rate between the original recipient address and the rerouted address in an amount indicated in connection with Your request. Due to the nature of logistics services that are Ordered Services, original time of delivery guarantees and the UPS Service Guarantee/Money Back Guarantee (to the extent made available by the applicable MC Entity in Your location or country/territory of residence) shall not apply to packages subject to such logistics services. The applicable MC Entity may change any fees and/or charges that apply for the logistics services that are Ordered Services at any time without prior notice, subject to any notice requirements that apply pursuant to applicable law. Additional fees and charges will not be assessed if the Ordered Service is unable to be provided. If You order Ordered Services through the **UPS My Choice® for Business** service that are subject to fees and charges, such fees and charges will be billed to the UPS account You provided when registering for the **UPS My Choice® for Business** service. If You order the **UPS My Choice®** services made available by the MC Entity that involve additional fees and/or charges, You may set up a credit card number or other payment method by logging in to Your UPS account via UPS.com, accessing Your account profile settings, and selecting Payment Options. You authorize UPS or its designee to automatically charge the payment card or other payment method selected in the Payment Options section

of Your UPS account profile for all applicable charges and fees, and to continue to charge such amounts to that payment method, when incurred, until You revoke Your authorization. You may change the payment method or revoke Your authorization by selecting the Payment Options section within Your UPS account profile and making any desired changes. It may take UPS up to 10 calendar days to process any change to or revocation of Your payment authorization.

(f) *Limitation of Liability.* THE LIABILITY OF THE MC ENTITY IN RELATION TO THE ORDERED SERVICES, INCLUDING LIABILITY FOR LOSS OR DAMAGE TO A PACKAGE, OR DELAYED DELIVERY SHALL BE LIMITED PURSUANT TO THE APPLICABLE MC TERMS. THE MC ENTITY UNDER THE APPLICABLE MC TERMS DOES NOT ACCEPT RESPONSIBILITY FOR PURELY ECONOMIC LOSSES, SUCH AS THE COST OF ANY ALTERNATIVE MEANS OF TRANSPORT, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF REVENUE. THE UPS SERVICE GUARANTEE/MONEY BACK GUARANTEE (TO THE EXTENT MADE AVAILABLE BY THE APPLICABLE MC ENTITY IN YOUR LOCATION OR COUNTRY/TERRITORY OF RESIDENCE) SHALL NOT APPLY TO PACKAGES SUBJECT TO THE ORDERED SERVICES, INCLUDING, WITHOUT LIMITATION, A CHANGE IN SERVICE LEVEL. ALL CLAIMS FOR LOSS OR DAMAGE OR DELAY SHALL BE NOTIFIED TO THE MC ENTITY IN ACCORDANCE WITH THE APPLICABLE MC TERMS BY THE ORIGINAL SHIPPER OR, WHERE REQUIRED UNDER APPLICABLE LAW, BY THE CONSIGNEE. UPS AND THE MC ENTITY SHALL NOT BE HELD RESPONSIBLE FOR LOSSES THAT ARE (I) NOT DUE TO ITS NEGLIGENCE OR (II) DUE TO AN EVENT OF FORCE MAJEURE (AS DEFINED BY APPLICABLE LAW), IN REGARDS TO THE **UPS MY CHOICE®** PERSONAL AND COMMERCIAL SERVICES AND THE ORDERED SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UPS AND THE MC ENTITY BE LIABLE FOR ANY LOSS, INCLUDING BUT NOT LIMITED TO LOSS, THEFT, ALTERATION OF, UNAUTHORIZED ACCESS TO, OR ACQUISITION OF, YOUR PERSONAL INFORMATION, OR OTHER SECURITY BREACH, COMPROMISE, OR INCIDENT INVOLVING YOUR PERSONAL INFORMATION, WHETHER BY THIRD PARTIES OR OTHERWISE, ARISING OUT OF OR RESULTING FROM MISUSE OR IMPAIRMENT OF THE SECURITY OF THE PERSONAL INFORMATION (INCLUDING BUT NOT LIMITED TO SECURITY ACCESS CODES OR HOLIDAY INFORMATION) THAT YOU PROVIDE TO UPS AND AN MC ENTITY TO ALLOW EACH TO RENDER THE **UPS MY CHOICE®** PERSONAL AND COMMERCIAL SERVICES AND THE ORDERED SERVICES TO YOU.

(g) *Indemnity.* You agree to indemnify, defend, and hold harmless the shipper and UPSI and its officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and lawsuits of any kind or nature arising from or relating to (i) Your improper or negligent use of the **UPS My Choice®** Personal and Commercial Services or the Ordered Services, (ii) Your non-compliance with applicable laws or regulations or UPS's or the MC Entity's requirements applicable to the **UPS My Choice®** Personal and Commercial Services or the Ordered Services, or (iii) Your failure to comply with the terms of this Agreement applicable to the **UPS My Choice®** Personal and Commercial Services or the applicable MC Terms.

(h) *Ordered Services.*

(i) **Household Member Authorization.** The UPS My Choice® Household Member Authorization feature enables You to share Your benefits under the **UPS My Choice®** service with other members of Your household. A Household Member is a person who resides at the same address as You, has the same surname as You, and is related to You. To the extent made available by UPS in Your location or country/territory of residence, You may be permitted to add a Household Member residing at the primary residence associated with Your **UPS My Choice®** delivery address to Your **UPS My Choice®** membership. By using the Ordered Services for a package addressed to a Household Member associated with Your **UPS My Choice®** membership, You represent and warrant that You are authorized by such Household Member to complete activities relating to the Household Member shipment, including viewing progress of shipments, setting delivery alerts and specifying delivery instructions. You agree that You are obliged to obtain consent from each Household Member before You add such Household Member to Your **UPS My Choice®** membership and thereby share such Household Member's name and address with UPS.

(ii) **Leave at Location Authorization.** The **UPS My Choice®** Leave at Location Authorization feature enables You to designate certain locations where You would like our driver to leave Your

package. To the extent made available by the applicable MC Entity in Your location or country/territory of residence, if You select the Leave at Location service and specify that a package is to be left with a particular person, or if You select the Leave with Neighbor, Leave with Business Neighbor or Authorized Signature Release service, You accept that leaving the package in accordance with Your instruction will constitute delivery. You accept responsibility for any loss or damage to the package, as well as for any loss or damage caused by the package, even to third parties, after the package has been released according to Your instructions or, in the case of the Authorized Signature Release service, at the consignee's discretion. Leave at Location may not be available if the shipper has specified that an adult signature is required for Your package or if the shipper has excluded it as a delivery option.

(A). **Leave with Neighbor and Leave with Business Neighbor Authorization.** The **UPS My Choice®** Leave with Neighbor and **UPS My Choice®** Leave with Business Neighbor features enable You to have Your inbound packages left with a neighbor or business within short/limited walking distance of the original destination address. The applicable MC Entity may choose to honor, or not to honor, a request for **UPS My Choice®** Leave with Neighbor or **UPS My Choice®** Leave with Business Neighbor features in its sole and unlimited discretion. If You select the **UPS My Choice®** Leave with Neighbor or **UPS My Choice®** Leave with Business Neighbor feature for a package (to the extent made available by the applicable MC Entity in Your location or country/territory of residence), the following provisions apply: (i) UPS will ask You to provide at least the following information about Your neighbor/business neighbor: company name or contact name and address; (ii) You agree that You are obliged to inform any neighbor/business neighbor whom You nominate that their data will be processed for the purpose of delivery of Your inbound packages, and to obtain consent from any neighbor/business neighbor before You share such neighbor/business neighbor's identifying information with UPS and allow UPS and the MC Entity to communicate with such neighbor/business neighbor; and (iii) You represent and warrant that You are authorized by such neighbor/business neighbor to share such details. You remain responsible for the information that You provide, including any information regarding Your neighbor/business neighbor. You are also obliged to inform any neighbor/business neighbor whom You nominate that (i) the MC Entity is the data controller of such neighbor/business neighbor's personal information, which will be processed by the MC Entity for the above purpose, and (ii) such neighbor/business neighbor will have the right to access their personal information and correct it. If UPS is informed by You or Your neighbor/business neighbor that Your neighbor/business neighbor does not wish to receive packages for You, UPS will take reasonable steps, as are available to UPS at the time, to have the applicable MC Entity comply with this request. The **UPS My Choice®** Leave with Neighbor and **UPS My Choice®** Leave with Business Neighbor features are provided without a fee or charge.

(B). **Authorized Shipment Release Authorization.** The **UPS My Choice®** Authorized Shipment Release feature is an Ordered Service that enables You to give authorization for the MC Entity to deliver packages without a signature for drop-off when an authorized person will not be available to sign in person. By selecting the Authorized Shipment Release service, You expressly authorize the MC Entity to release packages addressed to You at Your address when no one is present to receive the delivery, and You represent and warrant that You are duly authorized to permit the package to be left at the chosen location. The MC Entity will only make one delivery attempt and will not obtain a signature upon delivery. An MC Entity delivery record constitutes conclusive proof of delivery. By selecting the Authorized Shipment Release service, You accept that the package will be released at the location agreed by You. You accept any subsequent responsibility and liability for any loss or damage to the package, as well as for any loss or damage caused by the package, even to third parties, after it has been released at the address. The MC Entity retains sole and unlimited discretion to honor Your Authorized Shipment Release request (and may not do so, for example, due to delivery conditions such as adverse weather or safety concerns). Authorized Shipment Release may not be available if the shipper has specified that an adult signature is required for Your package or if the shipper has excluded it as a delivery option.

(iii) **Deliver to a UPS Access Point® Location.** A UPS Access Point® location is an independently owned and operated business designated by UPS where a consignee or other recipient may, where available in Your location or country/territory of residence, receive a package delivery. Packages that may be received for delivery at a UPS Access Point® location are subject to restrictions, including, without limitation, in regards to weight and size and actual and declared value as set forth in the Guide to UPS Access Point® locations available at UPS.com. Before releasing any shipment at a UPS Access Point® location to You or another authorized recipient, You or the authorized recipient may be required to produce sufficient verification of the name and address of the consignee and also identification of the authorized recipient, including, without limitation, provision of government-issued identification. Notwithstanding that in some jurisdictions You may not be required to do so under applicable

law, where a shipment is released to another authorized recipient (other than You), You represent and warrant that You shall notify, and obtain the consent of, the authorized recipient that any personal information provided to UPS will be processed by UPS for the purposes of identity verification and authorization and may be transferred to countries other than the country or territory in which UPS originally collected the information.

Notwithstanding the foregoing, any visit to a UPS Access Point® location is at Your own risk. Any liability of UPS for lost, damaged or delayed packages shipped to a UPS Access Point® location is subject to the limitations set forth herein and in the applicable MC Terms. For requests to hold for pickup at a UPS Access Point® location, packages will be held for ten (10) days (except in the United States, Canada, Mexico, and Puerto Rico, where they will be held for seven (7) days) before such packages are returned to the sender (transportation charges will be assessed to the shipper if packages are returned to the shipper).

(i) **UPS My Choice® Features.** Features of the **UPS My Choice®** Personal and Commercial Services and the Ordered Services available to You may vary based on the location of Your residence, Your method of enrollment, information provided by You, and Your agreement to applicable terms and conditions. As a result, UPS may provide limited access to some features of the **UPS My Choice®** Personal and Commercial Services and some Ordered Services (for example, You may be limited to receipt of package delivery alerts by email). You may be required to provide sufficient verification of identity before You are able to access Your account for the **UPS My Choice®** Personal and Commercial Services or certain features of the **UPS My Choice®** Personal and Commercial Services and Ordered Services (for example, the ability to reroute a shipment to another address). The specific features of the **UPS My Choice®** Personal and Commercial Services and the Ordered Services available to You are those displayed when You log in to Your account for the **UPS My Choice®** Personal and Commercial Services.

You may stop using the **UPS My Choice®** Personal and Commercial Services at any time and may terminate Your membership for the **UPS My Choice®** Personal and Commercial Services at any time by logging in to Your account for the **UPS My Choice®** Personal and Commercial Services, accessing Your **UPS My Choice®** preferences, selecting Managing My Membership(s), and electing to cancel Your membership(s). You may also terminate Your membership for the **UPS My Choice®** Personal and Commercial Services by contacting Your local UPS Customer Service contact number published online at UPS.com.

(j) **Waiver of Protection under Postal Secrecy Laws.** You acknowledge that certain delivery options available as part of the Ordered Services may entail that information protected under postal secrecy laws that are applicable in Your jurisdiction becomes known to third parties (for example, a neighbor receiving a package addressed to You may take note of the fact that You received a package from a certain shipper). Insofar as Your use of the **UPS My Choice®** Services necessarily entails that information protected under any applicable postal secrecy laws concerning packages addressed to You is or may accidentally be made known to third parties due to Your delivery directions, You waive Your protection, under those postal secrecy laws, with regard to such deliveries of packages to You, by Your selection of such feature of the **UPS My Choice®** Services or the Ordered Services.

(k) **Additional Country-specific Provisions.**

(i) **France.** If You use the **UPS My Choice®** service in France:

Withdrawal right. Pursuant to Article L. 121-21-8, 12 of the French Consumer Code, You have no right of withdrawal.

Jurisdiction. All disputes and claims arising between the parties related to or arising from the **UPS My Choice®** service will be submitted to the courts determined under the conditions of the applicable law. In all other cases, You agree that all disputes and claims arising between the parties will be submitted to the courts of Paris. You are informed that You may, in any case, have recourse to conventional mediation or any alternative dispute resolution scheme.

(ii) **Germany.** If You use the **UPS My Choice®** Personal and Commercial Services in Germany:

General. Except for a redirection of the delivery of a package to an alternative address or for a change of a service or service level selected by the shipper, Section 9.5(d) shall not apply to consumers using the **UPS My Choice®** Personal and Commercial Services for purposes other than business, trade or professional purposes.

Leave at Location Authorization. The first paragraph of Section 9.5(h)(ii) is replaced by the following provision:

(ii) **Leave at Location Authorization.** The **UPS My Choice®** Leave at Location Authorization feature enables You to designate certain locations where You would like our driver to leave Your package. To the extent made available by the MC Entity in Your location or country/territory of residence, if You select the Leave at Location service and specify that a package is to be left with a particular person, or if You select the Leave with Neighbor, Leave with Business Neighbor, or Authorized Signature Release service, You accept responsibility for any loss or damage to the package, as well as for any loss or damage caused by the package, even to third parties, after the package has been released according to Your instructions or, in the case of the Authorized Signature Release service, at the consignee's discretion. Leave at Location may not be available if the shipper has specified that an adult signature is required for Your package or if the shipper has excluded it as a delivery option.

Authorized Shipment Release Authorization. Section 9.5(h)(ii)(B) is replaced by the following provision:

(B). **Authorized Shipment Release Authorization.** The **UPS My Choice®** Authorized Shipment Release feature is an Ordered Service that enables You to give authorization online for the MC Entity to deliver packages without a signature for drop-off. By selecting the Authorized Shipment Release service, You authorize the MC Entity to release packages addressed to You at Your address when no one is present to receive the delivery, and You acknowledge that You are duly authorized to permit the package to be left at the chosen location. The MC Entity will only make one delivery attempt and will not obtain a signature upon delivery. By selecting the Authorized Shipment Release service, You accept that the package will be released at the location agreed by You. You accept any subsequent responsibility and liability for any loss or damage to the package, as well as for any loss or damage caused by the package, even to third parties, after it has been released at the address. The MC Entity shall use its reasonable efforts to honor Your Authorized Shipment Release request (and may not do so, for example, due to delivery conditions such as adverse weather or safety concerns). Authorized Shipment Release may not be available if the shipper has specified that an adult signature is required for Your package or if the shipper has excluded it as a delivery option.

Data Use for Deliveries to a UPS Access Point® Location. Any information provided to UPS in relation to Section 9.5(h)(iii) shall be used in accordance with the German Postal Data Protection Regulations (*Postdienste Datenschutzverordnung*).

Liability Limitations. Section 9.5(f) (Liability Limitations) shall not apply to customers in Germany and shall be replaced by the following provision:

(f) No MC Entity shall be liable for any loss, claim, liability, or damage of any kind, including but not limited to direct, indirect, consequential, special or exemplary damages, whether based on contract or otherwise ("Loss") arising out of, or resulting from, an MC Entity's liability in relation to the Ordered Services, including by following consignee instructions, failure to follow consignee instructions, delivery pursuant or contrary to consignee's instructions, misdelivery, or delayed delivery. MC Entities do not accept responsibility for purely economic losses, such as the costs of any alternative means of transport, loss of profits, loss of business opportunities or loss of revenue. The UPS Service Guarantee/Money Back Guarantee (to the extent made available by the MC Entity in Your location or country/territory of residence) shall not apply to packages subject to the Ordered Services, including without limitation a change in service level. All claims for loss or damage or delay shall be notified to the applicable MC Entity in accordance with the Tariff by the original shipper.

(iii) **Italy.** If You use the **UPS My Choice®** Personal and Commercial Services in Italy:

Jurisdiction. Any dispute arising out of or in connection with the **UPS My Choice®** Personal and Commercial Services shall be governed by Italian law. Any dispute arising out of or in connection with Your use of the **UPS My Choice®** Personal and Commercial Services, including any question regarding the existence, validity, construction, performance or termination of the terms of this Agreement applicable to the **UPS My Choice®** Personal and Commercial Services or the applicable MC Terms, shall be exclusively referred to the Court of Milan.

Agreement. Pursuant to and by the effect of Articles 1341 and 1342 of the Italian Civil Code, You declare You have read, understood, and explicitly approve the following: End User Rights Section 9.5(d) (Authorization and Consent), End User Rights Section 9.5(h) (Ordered Services), End User Rights Section 9.5(f) (Limitation of Liability), End User Rights Section 9.5(g) (Indemnity), End User Rights Section 9.5(k)(iii) (Jurisdiction), General Terms and Conditions Section 6 (Suspension, Term and Termination), General Terms and Conditions Section 9 (Limitation of Liability), and General Terms and Conditions Section 12.9 (Compliance with Laws).

(iv) **Turkey.** If You use the **UPS My Choice®** Personal and Commercial Services in Turkey:

Disputes. If You are a resident of Turkey, any disputes, claims or causes of action arising out of or in connection with this Agreement as regards your use of the **UPS My Choice®** Personal and Commercial Services in Turkey shall be resolved by the competent Turkish consumer arbitral committee or consumer court.

(v) **United States of America.** If You use the **UPS My Choice®** Personal and Commercial Services in the United States of America:

UPS My Choice® Points. Section 9.5(b)(ii) is replaced, and a new 9.5(b)(iii) and (iv) are added as follows:

(ii) *UPS My Choice® Points.* When You use UPS My Choice® service to manage shipments to You, You may be offered an opportunity to participate in the UPS My Choice® Points program. The UPS My Choice® Points program is intended for personal use. Commercial use is prohibited. The UPS My Choice® Points program provides for eligible shipments a selection of one or more incentives for choosing certain logistics services, including changing Your delivery location or level of service or setting a residential package delivery preference (“Incentive”). UPS will determine for each shipment which, if any, are eligible for an Incentive. UPS has no obligation to provide an Incentive on any shipment and may suspend the provision of Incentives from time to time at UPS’s discretion. When You select an Incentive, You may earn an associated perk at the successful completion of the logistics service associated with the Incentive (a “Point”). Incentives vary depending on factors such as a change in location or level of service and Your tier inside the UPS My Choice® Points program. Earned Points are usually added to Your UPS My Choice® Points program account within twenty-four (24) hours of the successful completion of the logistics service of the corresponding Incentive.

Points cannot be exchanged for cash, have no cash value, are purely promotional, and may only be redeemed for gift card(s) issued by a third party through a website operated by a vendor engaged by UPS (“Website”) once You have accumulated the required amount of Points (“My Choice Reward”). Points do not expire, though Your ability to redeem Points may end if You un-enroll from UPS My Choice®, upon discontinuance of the UPS My Choice® Points program or Your UPS My Choice® Points program account, both as described below, or if Your registered UPS My Choice® address changes to an address outside the United States of America. My Choice Rewards may change at any time, and You may only redeem Points for My Choice Rewards that are currently available. You must also have accumulated the minimum amount of Points required for a My Choice Reward in order to have the ability to redeem Points.

UPS MAY IMPOSE A LIMIT ON THE AMOUNT OF POINTS YOU CAN ACCUMULATE IN YOUR UPS MY CHOICE® POINTS PROGRAM ACCOUNT, AND ONCE YOU REACH THIS LIMIT, YOU WILL NOT BE ELIGIBLE TO EARN ADDITIONAL POINTS UNLESS YOU FIRST REDEEM EXISTING POINTS FOR A MY CHOICE REWARD. UPS WILL INFORM YOU IF THIS POINTS LIMIT IS REACHED. UPS MAY REQUIRE YOU TO EXCHANGE POINTS FOR MY CHOICE REWARDS (1) ONCE YOU HAVE ACCUMULATED A CERTAIN NUMBER OF POINTS, OR (2) IF YOU HAVE HAD NO ACTIVITY IN YOUR UPS MY CHOICE®

POINTS PROGRAM ACCOUNT FOR TWELVE (12) MONTHS, PROVIDED THAT YOU HAVE ACCUMULATED THE MINIMUM AMOUNT OF POINTS REQUIRED FOR A MY CHOICE REWARD. IF YOU UN-ENROLL FROM THE UPS MY CHOICE®SERVICE, YOU WILL NO LONGER HAVE THE ABILITY TO REDEEM ANY POINTS THAT HAVE NOT BEEN REDEEMED FOR MY CHOICE REWARDS.

(iii) *Redemption Website.* Your access and use of the Website to manage Your Points and redeem them for My Choice Rewards is subject to the vendor's posted terms and conditions which are found at the Website. Each My Choice Reward may be subject to additional terms and conditions of the participating third-party merchant that has issued such My Choice Reward. To review such merchant's terms and conditions, click the "Terms and Conditions" link on the My Choice Rewards detail page at the Website.

(iv) *UPS My Choice® Points – Modification and Termination.* UPS reserves the right to change or modify the UPS My Choice® Points program, any or all Incentives under the program or any policy pertaining to the program, at any time, for any reason, including our right to change the redemption value of Points, merge UPS My Choice® Points with another program or adjust how Points are received, calculated or redeemed. UPS may discontinue or suspend the UPS My Choice® Points program as a feature of UPS My Choice® service at any time and for any reason. UPS may suspend or terminate, at its sole and absolute discretion, Your right to participate in the UPS My Choice® Points program for any reason, including if UPS believes You have violated or acted inconsistently with this Section 9.5 or applicable law or acted in a manner harmful to UPS's interests, or no reason. Six (6) months after discontinuance of the UPS My Choice® Points program, termination of this Agreement, termination of Your right to access and use UPS My Choice® service, or termination of Your right to participate in the UPS My Choice® Points program, You will no longer be able to redeem Points. You agree that UPS will have no further obligation to You regarding any unredeemed Points once this six (6) month period has ended.

UPS reserves the right to cancel Your UPS My Choice® Points program account if Your account remains inactive for a period of two (2) years or more. Accordingly, once You begin participation in the UPS My Choice® Points program, if You do not receive Points by the successful completion of the logistics service of an Incentive You select within two (2) years after Your initial participation or the last recorded Incentive for which You received Points, UPS reserves the right to cancel Your UPS My Choice® Points program account. You understand and agree that cancellation by UPS of Your UPS My Choice® Points program account will result in all Points associated with that account being no longer available for redemption, and You shall not be eligible to earn and/or redeem further Points. If Your cancelled UPS My Choice® Points program account is reinstated after cancellation, UPS in its discretion may make any Points that you previously earned once again available for redemption. UPS has sole discretion to determine whether to reinstate Your account or any Points after cancellation.

The six (6) month period for redemption of Points described earlier in this Section 9.5(iv) does not apply (A) if UPS cancels Your UPS My Choice® Points program account pursuant to the second paragraph of this Section 9.5(iv) or (B) if you un-enroll from UPS My Choice® service.

The following is added as a new paragraph at the end of Section 9.5(f):

SUBJECT TO APPLICABLE LAW, INCLUDING WITH RESPECT TO LIABILITY FOR PERSONAL INJURY OR NON-WAIVABLE STATUTORY RIGHTS UNDER NEW YORK LAW, IN NO EVENT WILL THE UPS PARTIES BE LIABLE TO YOU WITH RESPECT TO THE UPS MY CHOICE® SERVICES, INCLUDING THE UPS MY CHOICE® POINTS PROGRAM, PARTICIPATION IN INCENTIVES AND THE REDEMPTION OF POINTS, OR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO UPS'S RECORDS, PROGRAMS OR SERVICES. YOUR SOLE REMEDY IS TO CEASE USE OF THE UPS MY CHOICE® SERVICES, INCLUDING THE UPS MY CHOICE® POINTS PROGRAM, AND REDEEM ALL ACCRUED POINTS.

Section 10.3 is amended to include Sections 9.5(b)(ii), (iii) and (iv).

9.6 Branded Tracking Services from UPS. By entering into this Agreement, You also agree that the terms of the Branded Tracking Agreement available at https://www.ups.com/assets/resources/media/en_US/branded-tracking.pdf will govern Your use of the branded tracking service from UPS if UPS separately authorizes You to use such service.

10 General; Miscellaneous

10.1 UPS Hazardous Material Functionality.

(a) *Restrictions.* You agree to use **UPS Hazardous Materials Functionality** (i) 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 (ii) only in those countries and territories set forth in Your Hazmat Service Agreement where hazardous materials service is available.

(b) *Disclaimer.* UPS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND THAT: (i) **UPS HAZARDOUS MATERIALS FUNCTIONALITY** WILL TRANSMIT THE NECESSARY INFORMATION TO UPS OR GENERATE THE NECESSARY DOCUMENTATION ERROR-FREE OR INTERRUPTION-FREE OR (ii) **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.

(c) *Indemnity.* YOU SHALL, AT YOUR SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS THE UPS INDEMNITEES FROM AND AGAINST ANY AND ALL DAMAGES INCURRED OR SUFFERED BY THE UPS INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH USE BY YOU AND/OR YOUR EMPLOYEES, AGENTS, OR CONTRACTORS OF **UPS HAZARDOUS MATERIALS FUNCTIONALITY**.

10.2 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 https://www.ups.com/assets/resources/media/en_US/EUR.pdf or otherwise making it available for Your review. Any modifications to these End User Rights, 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 Agreement current at the time You receive a particular version of the Software will govern Your use of such Software version at all times.

10.3 Survival of Terms Upon Termination. Notwithstanding the termination of this Agreement for any reason, the following Sections of this End User Rights will survive any such termination: End User Rights Sections 1.1(c), 3.3(d), 3.3(e), 3.3(f), 3.7(d), 3.7(e), 5.4, 5.6(b), 5.6(c), 5.7(b), 5.8(d), 5.9(b) (last sentence), 5.12 (last sentence), 6.2, 9.1(b), 9.3(c), 9.4(c), 9.4(d), 9.5(f), 9.5(g), 10.1(b), and 10.1(c).

EXHIBIT A TO END USER RIGHTS

DEFINITIONS

The following defined terms are used in these End User Rights.

Administrator means a user authorized by Customer having the right to administer Your use of a UPS Technology.

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, all of which are Trade Secrets of the UPS Parties.

APList is defined in End User Rights Section 8.2(a).

Application(s) means Your software product(s) or website(s) that access a UPS Developer Kit API.

Billing Data means Information that is electronic billing information disclosed by UPS to You (or to an approved Service Provider, if applicable).

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 included in this document.

Hazmat Service Agreement means an agreement entered between You and UPSI for the transportation of dangerous goods or other hazardous materials, including, without limitation, 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.

Interface(s) means the interfaces to the UPS Developer Kit APIs hosted at 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), to process and manage shipments tendered to UPSI for Your sole benefit, and not for the benefit of others. For clarity, Internal Purposes does not include the resale, distribution, redistribution or granting access to UPS Technology or Information to third parties, nor does it include use of any UPS Technology or Information 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 any UPS Technology or Information to provide transportation or logistics services to a third party.

LID means a designation assigned to a physical location.

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

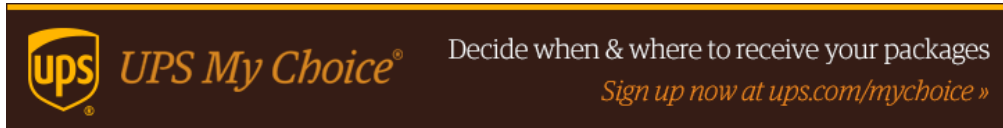
My Choice Enrollee has the meaning set forth in End User Rights Section 3.7(a).

My Choice Enrollment Assent Record has the meaning set forth in End User Rights Section 3.7(c)(iii).

My Choice Enrollment Consent Notice has the meaning set forth in End User Rights Section 3.7(c)(i).

My Choice Enrollment Information has the meaning set forth in End User Rights Section 3.7(a).

My Choice Enrollment Marketing Materials:



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.

Security Elements means, collectively, the login ID and password for the UPS profile maintained at ups.com (formerly known as 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. For clarity, Your credentials associated with a third party credential provider (e.g., Facebook) and used for purposes of the single-sign on feature of UPS profile maintained at ups.com are not Security Elements.

Service Provider has the definition provided in the third paragraph of the General Terms and Conditions.

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

Third Party Solution means any technology developed by a Person that is not a party to this Agreement and licensed to You, that is approved for distribution by UPS and provides access to the UPS Systems. UPS Ready Solutions that access the UPS Developer Kit APIs are a type of Third Party Solution.

UPS Access Point means any UPS Access Point locations, which receive and hold packages shipped by UPS for pick-up by the ultimate consignee.

UPS Access Point Application means an Application including an Interface to the UPS Access Point Functionality of the UPS Locator API or that incorporates the UPS Locator Plug-in or a portion of the APList file.

UPS Competitor means (a) any transportation logistics company; (b) Federal Express, United States Postal Service and DHL; or (c) any entity controlling, controlled by, or under common control with any of the entities in sections (a) or (b) of this definition.

UPS Developer Kit APIs means all APIs to UPSI systems identified by UPS as UPS Developer Kit APIs. The UPS Developer Kit APIs include the UPS Account Validation API, UPS Address Validation API, UPS Customer Visibility Interface Solution API, UPS Customized Alert Retail API, UPS Delivery Intercept API, UPS Electronic Manifest Service, UPS File Download for Quantum View API, UPS Freight Pickup API, UPS Freight Rating API, UPS Locator API, UPS My Choice[®] Eligibility API and UPS My Choice[®] Enrollment API, UPS Open Account API, UPS Paperless Document API, UPS Pickup (Collection) API, UPS Promo Discount API, UPS Rating API, UPS Retail Application API, UPS Returns Manager API, UPS ROW API, UPS Shipping API, UPS Signature Tracking API, UPS Street Level

Address Validation API, UPS Smart Pickup API, UPS Time in Transit API, UPS Tracking API, and UPS TradeAbility API.

UPS means any or all of the subsidiaries and/or divisions of United Parcel Service, Inc.

UPS Bulk Data Service(s) refers to the data services identified as “UPS Bulk Data Services” in Exhibit B of the End User Rights.

UPS Indemnitees means the then current and former UPS Parties and their successors and assigns.

UPS Mobile App means 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) and access certain UPS Technology.

UPS Ready Solution(s) means any software product(s) or hosted service(s) UPS has approved for distribution and has designated as a “UPS Ready Solution” that include Interfaces to the UPS Systems and are licensed or made available by a non-UPSI Person.

UPS Terms and Conditions of Carriage/Service means the document(s) in a country or territory describing UPS services for small package shipments and freight movements available from that country or territory, terms and conditions for such services and fees for such services. UPS Terms and Conditions of Carriage/Service for many countries and territories can be found at the page for that country or territory at UPS.com. For example, in the United States, the UPS Terms and Conditions of Carriage/Service are comprised of: (a) the UPS Tariff/Terms and Conditions of Service for Package Shipments in the United States located <<https://www.ups.com/us/en/help-center/legal-terms-conditions/tariff.page>>; (b) the UPS Rate and Service Guide located at <https://www.ups.com/assets/resources/media/en_US/retail_rates.pdf>; (c) the UPS Air Freight Terms And Conditions Of Contract For UPS Air Freight Services In The United States, Canada, And International located <<https://www.ups.com/us/en/help-center/legal-terms-conditions/air-freight.page>>; and (d) UPS Freight’s Rules and Charges located <<https://www.ups.com/us/en/help-center/legal-terms-conditions/freight-rules.page>>.

UPS Websites means <https://www.ups.com/> (“UPS.com”) and any other Internet website controlled or operated by the UPS Parties or accessed through UPS Technology.

Vendor User means an employee of a Customer third party supplier or vendor authorized by Customer to access and use UPS CampusShip technology 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.

EXHIBIT B

UPS Technology

Below is a list of the UPS Technology as of the effective date of these End User Rights. UPS may delete or add to the UPS Technology from time to time. Use of additional UPS Technologies will be subject to the applicable sections of this Agreement.

UPS Developer Kit APIs

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 API
UPS® File Download for Quantum View™ software (XML)
UPS® Pickup (Collection) API (Web Services)
UPS Delivery Intercept™ API (Web Services)
UPS Returns™ on the Web API
UPS TradeAbility™ API
UPS® Electronic Manifest Service
UPS® Promo Discount API
UPS® Account Validation API
UPS Smart Pickup™ API
UPS® Open Account API
UPS Paperless™ Document API
UPS® Customer Visibility Interface Solution API (Web Services)
UPS® Customized Alert Retail API
UPS Retail Application API
UPS® Returns Manager API
UPS My Choice® Eligibility API and UPS My Choice® Enrollment API
UPS® Locator API for UPS Access Point™ Locations (XML)
UPS Incremental PLD API
UPS Pre-Negotiation API
UPS Dangerous Goods API

Web Accessed UPS Technologies

UPS CampusShip™ technology
UPS® PLD Certification Tool
Quantum View™ Data Service
Quantum View Manage™ Service
Quantum View Manage™ for Importers Service
UPS® Claims on the Web Service
UPS® Returns Manager
UPS® Billing Technology
UPS® Billing Center
UPS.com™ Shipping (UPS Internet Shipping)
UPS.com™ Internet Freight Shipping
UPS.com™ Tracking (including Signature Tracking) (small packages/air freight)
UPS.com™ Calculate Time and Cost (small packages/air freight)
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™ services
UPS® Retail Package Drop Off
UPS Mobile™ Website
UPS Paperless™ Invoice/Paperless Document Setup Process
UPS® Schedule a Pickup (small packages/air freight)
UPS Hundredweight Service™ (CWT) Rating
UPS.com™ Alert Customization Tool
UPS.com™ Manage Inbound Charges
UPS Freight™ Bill of Lading
UPS Freight™ Tracking
UPS Freight™ Rating
UPS Freight™ Notify
UPS Freight™ Pickup
UPS Freight™ Images
UPS Freight™ Reporting
UPS Freight™ Customize

UPS Software

UPS WorldShip® software
UPS WorldShip Migration Assistant Tool
UPS® CrossWare software
UPS CampusShip™ Scheduled Import Tool
UPS® UPSlink software
UPS® File Download for Quantum View™ software
UPS® Locator Plug-In for UPS Access Point™ Locations
UPS Shipping and UPS Access Point™: Official Module
UPS® External Address Book Plug-In
UPS® Thermal Printer Plug-In

UPS Bulk Data Services

UPS Data Exchange Services:
 Delivery by EDI
 Delivery by FTP
 Delivery by Physical Media
UPS® Locator APList File for UPS Access Point™ Locations
UPS® Host Manifest Upload Service
UPS® Email Invoice

UPS Value Added Services

UPS® Customized Alerts Functionality
UPS.com™ Marketplace Shipping
Quantum View Notify™ Service
UPS My Choice® for Business
UPS My Choice® service
branded tracking

EXHIBIT C

Permitted Territory

UPS Technology	Permitted Territory
UPS Developer Kit APIs	All countries and territories but the Restricted Territory
Web Accessed UPS Technologies	All countries and territories but the Restricted Territory
UPS WorldShip® software	All countries and territories but the Restricted Territory
UPS® CrossWare software	All countries and territories but the Restricted Territory
UPS CampusShip™ Scheduled Import Tool	All countries but Angola, Anguilla, Antigua and Barbuda, Armenia, Aruba, Barbados, Belarus, British Virgin Islands, Brunei, Cambodia, Curacao, Dominica, Fiji Islands, Georgia, Grenada, Guadeloupe, Guam, Guernsey, Guinea, Guyana, Haiti, Iceland, Iraq, Jamaica, Jersey, Laos, Lebanon, Libya, Liechtenstein, Macedonia, Madagascar, Malawi, Mali, Mauritania, Monaco, Montserrat, Nepal, Reunion, Senegal, Sint Maarten, St. Kitts & Nevis, St. Lucia, St. Vincent and the Grenadines, Suriname, Tanzania, Trinidad & Tobago, Ukraine, Uzbekistan and the Restricted Territory
UPS® UPSlink software	All countries and territories but the Restricted Territory
UPS® File Download for Quantum View™ software	United States
UPS® Locator Plug-In for UPS Access Point™ Locations	Canada, Italy, Mexico, Poland, Puerto Rico, United Kingdom and United States
UPS Shipping and UPS Access Point™: Official Module	Poland, United Kingdom, Germany, Netherlands (including Bonaire, Saba, and Sint Eustatius), Belgium, France (including overseas collectivity of France), Italy, Spain, and United States
UPS® External Address Book Plug-In	All countries and territories but the Restricted Territory
UPS® Thermal Printer Plug-In	All countries and territories but the Restricted Territory
UPS WorldShip Migration Assistant Tool	Canada, China, Germany, Mexico, United Kingdom, and United States
UPS Data Exchange Services	As designated in the applicable data exchange order form
UPS® Locator APList File for UPS Access Point™ Locations	All countries and territories but the Restricted Territory
UPS® Host Manifest Upload Service	United States
UPS® Email Invoice	Australia, Austria, Belgium, Brazil, Canada, Czech Republic, Denmark, Finland, France (including overseas collectivity of France), Germany, Hong Kong, Hungary, Ireland, Italy, Japan, Mexico, Netherlands (including Bonaire, Saba, and Sint Eustatius), Norway, Poland, Portugal, Singapore, South Korea, Spain, Sweden, Switzerland, Thailand, United Kingdom, and United States
UPS® Customized Alerts Functionality	Austria, Belgium, Canada, Denmark, France (including overseas collectivity of France), Germany, Italy, Mexico, Netherlands (including Bonaire, Saba, and Sint Eustatius), Poland, Puerto Rico, Spain, United Kingdom, and United States

UPS Technology	Permitted Territory
UPS.com™ Marketplace Shipping	Canada, China, France (including overseas collectivity of France), Germany, India, Italy, Japan, Spain, United Kingdom, and United States
Quantum View Notify™ Service	All countries and territories but the Restricted Territory
UPS My Choice® for Business	Argentina, Australia, Austria, Belgium, Brazil, Canada, Chile, China, Colombia, Costa Rica, Czech Republic, Denmark, Dominican Republic, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Luxembourg, Mexico, Netherlands, Norway, Poland, Portugal, Puerto Rico, Romania, Russia, Singapore, South Korea, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom, and United States
UPS My Choice® service	Albania, Algeria, Angola, Argentina, Australia, Austria, Azerbaijan, Bahamas, Bahrain, Bangladesh, Belgium, Bermuda, Bolivia, Bosnia & Herzegovina, Brazil, Bulgaria, Burundi, Cameroon, Canada, Cayman Islands, Chile, China, Colombia, Democratic Republic of the Congo, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Djibouti, Dominican Republic, Ecuador, Egypt, El Salvador, Estonia, Ethiopia, Finland, France, Germany, Ghana, Gibraltar, Greece, Guatemala, Honduras, Hong Kong, Hungary, India, Indonesia, Republic of Ireland, Israel, Italy, Ivory Coast, Japan, Jordan, Kazakhstan, Kenya, South Korea, Kuwait, Latvia, Lithuania, Luxembourg, Macau, Malawi, Malaysia, Malta, Mauritius, Mexico, Moldova, Morocco, Mozambique, Netherlands, New Zealand, Nicaragua, Nigeria, Norway, Oman, Pakistan, Panama, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Romania, Russia, Rwanda, Saudi Arabia, Serbia, Singapore, Slovenia, South Africa, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Tanzania, Thailand, Tunisia, Turkey, U.S. Virgin Islands, Uganda, Ukraine, United Arab Emirates, United Kingdom, United States, Uruguay, Venezuela, Vietnam, Zambia, and Zimbabwe