

INFORMATION AND GENERAL USE POLICIES
(IGUP Version: 03072020A)

These Information and General Use Policies provide additional terms and conditions for the use of UPS Technology and Information obtained through use of the UPS Technology under the UPS Technology Agreement. These Information and General Use Policies are incorporated by reference into the UPS Technology Agreement <https://www.ups.com/assets/resources/media/en_US/UTA.pdf>. Capitalized terms used but not defined in these Information and General User Policies shall have the meanings set forth in the General Terms and Conditions or End User Rights of this Agreement.

1 Information Access and Use.

1.1 Restrictions on Information.

(a) *Information Use.* You may use Information (excluding Service Provider Information and 3PL Information) for Your own Internal Purposes. Without limiting the foregoing, You are not authorized to use Information to: (i) support any business primarily directed to offering transportation services or transportation information services to third parties; (ii) assist in service or rate negotiations, directly or indirectly, to secure transportation or logistics services from UPSI or any third party; or (iii) compare shipping rates or delivery times with the shipping rates or delivery times of any third party that is not a member of the UPS Parties. Information must not be altered and must be used in its entirety.

(b) *Disclosure.* You may not disclose Information other than as expressly authorized in this Section 1.1(b) and 1.2(b) below. You may disclose Information (excluding Service Provider Information and 3PL Information) to Your Affiliates and Persons having a bona fide interest in such Information (e.g., the shipper, consignee or third party payor), provided You ensure Your Affiliates and all other Persons who are recipients pursuant to this sentence agree to use and restrict access to Information in accordance with all restrictions of this Agreement. You are responsible for any use or disclosure of Information by Persons You permit to access Information. You may disclose, or direct UPS to disclose, Information to a Service Provider if (i) such Service Provider and You have entered into an agreement naming UPS as a third party beneficiary (if “third party beneficiary” is recognized under the law applicable to the agreement between You and the Service Provider) and restricting such Service Provider’s use and disclosure of Information is consistent with these Information and General Use Policies and (ii) such Service Provider has been approved by UPS in writing. You shall remain fully liable to UPS for any acts or omission of Your Service Provider, which, if such acts or omission were taken by You, would have been in violation of this Agreement.

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

1.2 Additional Restrictions on Services Provider Information and 3PL Information.

(a) *Restrictions on Service Provider Information and 3PL Information.* If You receive Service Provider Information or 3PL Information, You warrant that the UPS customer (e.g., the UPS Customers of 3PL Services) associated with such Information has authorized You to receive Information.

(b) *Use, Disclosure and Storage of Service Provider Information and 3PL Information.* You agree: (i) to use Service Provider Information and 3PL Information solely for the Internal Purposes of the UPS customer associated with such Information; (ii) to disclose Service Provider Information and 3PL Information only to the UPS customer associated with such Information and to that UPS customer’s customers; (iii) to store Service Provider Information and 3PL Information for each UPS customer You support separately and not commingle or combine such Information with any other data, whether in electronic form or otherwise; and (iv) to have in place appropriate technical, physical and organizational measures to protect such Service Provider Information and 3PL Information against accidental or unlawful destruction or loss, alteration, unauthorized disclosure, processing, or access. For clarity, but without being exhaustive of all prohibited uses, Customer may not (I) compare Service Provider Information or 3PL Information associated with any UPS customer and/or any customers of the UPS customer

between or among such Persons for any reason, (II) use Service Provider Information or 3PL Information for determination of original time of delivery guarantee or submission for the UPS Service Guarantee/Money Back Guarantee (to the extent made available in Your location or country/territory of residence), (III) use Service Provider Information or 3PL Information to assist, directly or indirectly, in service or rate negotiations with UPSI, or (IV) otherwise derive or develop information services or products that use Service Provider Information or 3PL Information (e.g., service and financial performance analytics services). As an exception to Section 1.2(b)(IV), Customer may provide data analysis services to a UPS Customers of 3PL Services using the 3PL Information associated with the UPS Customers of 3PL Services (e.g., a dashboard representing the UPS Customers of 3PL Services' shipments with all carriers manifested by Customer or calculating for a UPS Customer of 3PL Services its total transportation spend across all carriers, spend by carrier, shipments by type, origin or destination), provided Customer does not breach any other provision of this Section 1.2(b).

(c) *Deletion of Service Provider Information and 3PL Information.* You must destroy Service Provider Information and 3PL Information, as appropriate, associated with a UPSI customer at the earliest occurrence of the following: (i) Your services as a Service Provider or a provider of 3PL Services to the UPSI customer concludes, (ii) all access keys for the UPS customer are disabled or non-functioning, or (iii) fifteen (15) months after Your receipt of Service Provider Information or 3PL Information.

(d) *Indemnity.* You agree to, 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 of, disclosure of, and failure to delete Service Provider and 3PL Information other than consistent with applicable restrictions under this Agreement, including unauthorized access to such Service Provider Information or 3PL Information by third parties.

(e) *3P/FC Rate Information.* You may also receive specific pricing terms and charges that apply to a UPS shipping account assigned by UPS to a UPS customer if You are authorized to ship third party billing or freight collect against that UPS customer's UPS Account ("3P/FC Rates"). The 3P/FC Rates are the Confidential Information of UPS and You agree not to (i) use the 3P/FC Rates for any purpose other than in connection with shipping with UPSI on behalf of such UPS customer, or (ii) disclose the 3P/FC Rates to any Person.

(f) *Digitized Signature Images.* Information may include digitized signature images. 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 processing, use or distribution of a digitized signature, or any portion thereof.

1.3 Restriction Specific to Time in Transit™ Datafile.

(a) *Additional Restrictions.* As additional restrictions or Information that is a Time in Transit™ Datafile ("TNT Datafile") provided by UPS to You through UPS Bulk Data Services, UPS hereby grants to You, and You accept, a non-exclusive, non-transferable, perpetual, limited license to install, load, operate and use a TNT Datafile, as well as any and all improvements, enhancements, modifications, revisions and updates thereto provided to You by UPS, which may only be available for an additional charge, on a single central processing unit located at an address approved in writing by UPS ("Authorized Site") for the sole purpose of calculating the estimated price and time of delivery of Tendered Shipments and further subject to the additional restrictions below.

(i) You agree to delete all copies of the prior version of a TNT Datafile immediately upon receipt of any such update. Your acceptance and use of the updated TNT Datafile shall constitute Your representation and warranty that You have deleted all prior copies of the TNT Datafile.

(ii) You agree that Your use of a TNT Datafile and any elements thereof shall be for informational purposes only. You shall not state or suggest to any third party that estimated delivery times derived from a TNT Datafile are guarantees of actual delivery times for UPSI's shipping services. Any such guarantees or other arrangements with respect to package movement and issues associated therewith are governed by Your shipping agreement with UPSI, if any, and the applicable UPS Terms and Conditions of Carriage/Service in effect at the time of shipment.

(iii) You agree that You will not use a TNT Datafile or any estimated delivery times therein for purposes of creating, using or presenting any comparison of a UPS service, UPS service level or rates for UPS services with the services, service levels or rates for services of any carrier or third party logistics company that is not a member of UPSI or an Affiliate of UPS, including comparisons within the same screen display, window, or browser, and automatic rules-based comparisons.

(iv) You agree that You shall not sublicense, license, rent, sell, loan, give or otherwise distribute all or any part of the TNT Datafile to any third party (other than a Service Provider approved in writing by UPS to receive a TNT Datafile), and that You shall not install, load, operate, modify or use a TNT Datafile on any computer system other than that located at the Authorized Site. Customer shall maintain all authorized copies of a TNT Datafile in secure environments and shall take any and all steps reasonably necessary to protect a TNT Datafile from unauthorized disclosure or release.

(v) You agree that You shall not modify or alter a TNT Datafile or any copy thereof, in whole or in part. You may not make more than one back-up copy of a TNT Datafile, which back-up copy shall be used solely for the purpose of allowing for the restoration of a TNT Datafile in the event the original TNT Datafile copy is damaged or destroyed.

(b) *Legend.* You shall cause the following legend to appear on the opening screen of any Application providing access to a TNT Datafile in a manner that will be visible to any user of the Application: "Notice: The UPS Time in Transit™ data file contained in or accessed by this software program is proprietary to UPS and is provided to the users of this software program under license. The UPS Time in Transit™ data file may not be copied, in whole or in part, without the prior written consent of UPS."

(c) *Conflict.* If any conflict arises hereunder between the rights granted and restrictions set forth in this Section 1.3(c) and other rights granted and restrictions on TNT Datafiles as Information under any other Section of this Agreement, this Information and General Use Policies Section 1.3(c) will control to the extent necessary to resolve such conflict.

(d) *Modifications.* TNT Datafiles may be modified by UPS to eliminate data pertaining to originating zip codes that do not correspond to Your shipping locations.

1.4 *Consent to Release of Quantum View Protected Information.*

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

(b) You have the option within the QV Technologies to delete such designated Person as a recipient of reports containing Quantum View Protected Confidential Information and, if You are a QV Administrator, to have a designated Person's access to the QV Technologies discontinued. Unless a designated Person is deleted as set forth in the previous sentence, such designated Person will continue to have access to the Quantum View Protected Confidential Information and the QV Technologies, as applicable. Your adherence to this Agreement shall operate as

and constitute written consent to the release by UPS or any of UPS's agents or representatives of Quantum View Protected Confidential Information or other information relevant to You, Your property, and transactions under or in connection with the QV Technologies. You 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 the release of Quantum View Protected Confidential Information relevant to You, your property and transactions under or in relation to the QV Technologies and this Agreement. It is solely Your responsibility to limit access to Quantum View Protected Confidential Information sent by or received from the UPS Technologies so that Persons, including, but not limited to, Your employees, cannot access, directly, indirectly or surreptitiously, the UPS Technologies or Quantum View Protected Confidential Information You do not intend or desire for them to access. You are solely responsible for any use of Quantum View Protected Confidential Information or the UPS Technology by Persons You permit to access Quantum View Protected Confidential Information or the UPS Technology. In the event a recipient You have designated to receive Protected Reports indicates to You that such recipient no longer wishes to receive such information, You shall immediately cease using the UPS Technology to direct UPS to send Protected Reports to such recipient. In no event shall UPS be liable for any failure or delay in the transmission or receipt of any Protected Reports.

2 General Usage Policies and Requirements.

2.1 Messaging. Certain UPS Technology provide You with the ability to send a message comprising Information related to a Tendered Shipment via e-mail or SMS text messaging to a recipient You identify. You agree to use the messaging service solely to communicate information related to, and only to send a message to a recipient affiliated with, that Tendered Shipment. You are solely responsible for the content provided by You and transmitted as part of any message. You shall not include in any message content which is unlawful, lewd, offensive, harassing, defamatory, libelous or injurious. In no event shall UPS be liable for any failure or delay in the transmission or receipt of the message. In the event a recipient informs You that such recipient no longer wishes to receive messages relating to Tendered Shipments, You shall immediately cease using UPS Technology to direct UPS to send messages to such recipient. You warrant that You have secured the informed and specific consent of the recipient of each message to receive such message and that the e-mail addresses and phone numbers You provide to UPS are accurate and controlled by the intended recipient of the message. 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 the previous sentence.

2.2 Use of PLD Obtained Email Addresses. An optional field in PLD You provide to UPS for Your Outbound Shipments and Alternate Billed Shipments is the email address of the consignee ("PLD Email Address"). You acknowledge and agree that if You provide a PLD Email Address for a shipment, that UPS may send notifications related to the delivery of such shipment to its associated PLD Email Address. You warrant that You have secured the informed and specific consent of the individual associated with each PLD Email Address to receive notifications related to the delivery of such Outbound Shipment or Alternate Billed Shipment and that the PLD Email Addresses are accurate and controlled by the consignee for the shipments they are associated with when provided in PLD. 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 the previous sentence.

2.3 Audits.

(a) Information Audit. UPS or its designee may carry out an audit, at a mutually agreeable date and time, at Your facilities to ensure Your compliance with Information and General Use Policies Article 1. Such audit will be conducted so as to reasonably minimize any disruption to Your operations. You agree to provide reasonable cooperation with UPS or its designee and reasonable access to facilities and applicable personnel necessary for such audit. You agree to respond promptly and appropriately to any inquiries from UPS or its designee related to any such audit.

(b) Application Audit. You must provide UPS access to an Application (as defined in the End User Rights) upon the request of UPS for the purpose of determining the Application's compatibility with the UPS Systems, and Your compliance with this Agreement and the applicable API Technical Documentation. If UPS determines such Application does not comply with the Agreement or the applicable API Technical Documentation,

or is not compatible with the UPS Systems, You must make all changes as requested by UPS, and UPS may require that You prevent access to and use of such Application until such time as UPS has provided You with written approval.

2.4 Administrator Rights.

(a) *Administrator.* Some UPS Technologies provide for an “Administrator”, a user authorized by the Customer having the right to administer Your use of a UPS Technology. If You as Customer establish any user as an Administrator, You agree that You are responsible for the actions of such Administrator in its access to and use of the UPS Technology and for monitoring and terminating, when appropriate, such Administrator rights. You acknowledge and agree that any Administrator You appoint may designate any other user as an Administrator with identical rights as the first Administrator.

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

2.5 Access to and Use of UPS Materials.

(a) *Access in Compliance with the Agreement.* You may access and use UPS Materials in compliance with the terms of this Agreement. You may not use or access any UPS Materials in any way that, in UPS’s reasonable judgment, adversely affects the performance or function of the UPS Materials or interferes with the ability of others to access UPS Systems and UPS Technology.

(b) *System Accounts.* Certain UPS Technology requires You to establish a System Account and Security Elements, such as an associated login ID and password. You shall only use Your assigned System Account and Security Elements when accessing the UPS Technology associated with that System Account. You are not permitted to access UPS Technology using the System Account and Security Elements assigned to any other Person. You may not disclose Your System Account or Security Elements to any other Person. Your right to access the UPS Technology associated with that System Account or Security Elements terminates automatically upon cancellation or deletion of Your System Account or Security Elements. YOU SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR AND, AT YOUR SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS THE UPS INDEMNITEES FOR ANY AND ALL DAMAGES INCURRED OR SUFFERED BY THE UPS INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF OR ACCESS TO UPS TECHNOLOGY AND ITS ASSOCIATED INFORMATION BY ANY PERSON THAT GAINS ACCESS THROUGH USE OF YOUR SYSTEM ACCOUNT OR SECURITY ELEMENTS, INCLUDING WITHOUT LIMITATION, ANY DIRECT OR INDIRECT USE OR ACCESS, WHETHER OR NOT AUTHORIZED BY YOU. An example of a System Account is Your UPS profile maintained at UPS.com.

(c) *Internet Reliance.* You acknowledge that the UPS Systems and UPS Technology may be accessed utilizing the Internet that is not under the control of UPSI. Accordingly, You agree that neither UPS nor UPSI shall be responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused by Your improper or incorrect use of the Internet or Your inability to access UPS SYSTEMS AND UPS TECHNOLOGY using the internet.

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

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

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

(g) *Reverse Engineering.* You will not reverse engineer or attempt to extract source code from the Software, except to the extent that this restriction is expressly prohibited by applicable law.

2.6 Information Warranty and Authorization.

(a) *Warranty.* You represent and warrant that (i) You have the right to provide the information You transfer to UPS pursuant to this Agreement, (ii) any information You provide to UPS about Yourself pursuant to this Agreement is true, accurate, complete and current information, and (iii) You have provided appropriate notice to and if required under applicable law, obtained appropriate, voluntary, specific, informed, and effective consent from each data subject associated with any information You provide to UPS allowing for the processing of such information, including the transfer of such information to the United States or other countries or territories whose laws may not provide the same level of protection for the personal information as the laws of the country or territory of origin of such individual. You acknowledge and agree that UPS will not be required to investigate or question the validity or accuracy of any information You provide to UPS.

(b) *Authorization.* You hereby authorize and appoint UPS and UPS Supply Chain Solutions, Inc. and their Affiliates, successors and assigns to share records referred to in 19 C.F.R., Parts 111 and 163, including any documents, data, or information pertaining to Your business, with UPSI. UPSI, including without limitation, UPS and UPS Supply Chain Solutions, Inc., may engage a third party to provide routine and administrative business processes (e.g., bill generation, collections, banking, data imaging, and document storage), and You hereby provide UPSI with voluntary, specific, and informed consent to the release of documents, including those pertaining to Your business, for the purpose of the recipient performing such routine and administrative business processes. You acknowledge, consistent with the UPS Supply Chain Solutions, Inc. Terms and Conditions of Service, that You have the duty and are solely liable for maintaining all records required under the Customs and/or other laws of the United States and that this Agreement in no way requires UPSI to, and UPSI does not accept an obligation to, act as a “recordkeeper” or “recordkeeping agent” for You.

(c) *Reverse Engineering.* You will not reverse engineer or attempt to extract source code from the Software, except to the extent that this restriction is expressly prohibited by applicable law.

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

2.7 Address Matching.

(a) *Identification of Inbound Shipments.* Certain UPS Technology identifies Inbound Shipments by matching the shipment’s destination address to an address You provide for use in an address matching enabled service or through associating a LID with a shipment. You warrant that address information You provide is true, complete and accurate, that You shall, as soon as practical, inform UPS of any change in the address information You provide, and that You are authorized to obtain Information relating to packages delivered by UPSI to the address

You provide. You acknowledge and agree UPS Technology (1) may not identify and report all shipments tendered to UPSI for delivery to the address You provide or associated with a LID, (2) may identify and report shipments tendered to UPSI not intended for delivery to the address You provide or not intended for delivery to an address associated with a LID You use, and (3) may identify and report shipments You tender to UPSI to an unaffiliated third party through improper addressing, incorrect address matching by UPS Technology, or an incorrect LID associated to such shipment. Shipments identified under subsections (2) and (3) above shall be referred to hereafter as “Misdirected Inbound Shipments”. Information associated with Misdirected Inbound Shipments may include the digitized signature image of a shipment recipient. UPS WILL ONLY BE LIABLE TO YOU IN CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE FOR ANY CLAIM OR DAMAGES BASED ON THE DISCLOSURE OF INFORMATION RELATED TO MISDIRECTED INBOUND PACKAGES.

(b) *Information Related to Misdirected Inbound Shipments.* Information received by You through the UPS Technology related to Misdirected Inbound Shipments is “Information.” After You identify any Information concerning Misdirected Inbound Shipments, You agree not to disclose to any Person or use such Information for any purpose. 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 by You of the previous sentence.

2.8 *Performance Metrics.* You shall not disclose or publish, without prior written consent from UPS, any performance or capacity statistics related to or the results of any benchmark test performed on the UPS Technology.

3 Shipping Using UPS Technology

3.1 *Applicability of Shipping Services Agreements.* Tendered Shipments manifested through UPS Technology under a UPS Account are subject to and governed by the then-current shipping services contract for the applicable UPS Account. ALL TENDERED SHIPMENTS, INCLUDING BUT NOT LIMITED TO, THOSE NOT SUBJECT TO A SHIPPING SERVICES CONTRACT, ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE UPS TERMS AND CONDITIONS OF CARRIAGE/SERVICE IN EFFECT AT THE TIME OF SHIPPING. You may not use any UPS Technologies to tender shipments as a Service Provider on behalf of a third party UPS customer unless UPS has first approved You to be a Service Provider for such UPS customer. All orders for services through the UPS Technologies are binding and final, subject to the applicable shipping services terms applicable to such orders.

3.2 *UPS Technology Provides Estimates of Shipping Fees.* Any fees for shipping provided by UPS Technologies at the time of manifesting are estimates. Actual charges are set forth in the effective UPS Terms and Conditions of Carriage/Service and any applicable written agreement with UPSI. Actual charges for a shipment and the estimated charges displayed by the UPS Technology at the time of manifesting may be different. Regardless of the charges presented by UPS Technology at the time of manifesting, the charges set forth in the effective UPS Terms and Conditions of Carriage/Service or any applicable written agreement with UPSI will control.

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

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

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

4 Survival of Terms Upon Termination.

Notwithstanding the termination of this Agreement for any reason, the following Sections of these Information and General Use Policies will survive any such termination: Sections 1.1 - 1.2, 1.4(b) (fourth sentence), 2.1 (last sentence), 2.2 (last sentence), and 2.5(b) (sixth sentence).

EXHIBIT A

DEFINITIONS

The following defined terms are used in these Information and General Use Policies.

Administrator has the meaning set forth in Section 2.4(a) of these Information and General Use Policies.

3PL Information means Information You receive when performing the 3PL Purposes.

3PL Purposes means Customer's use within its business of providing third party logistics services to UPS shipping customer for 3PL Shipments. For clarity, the 3PL Purposes does not include the resale, distribution, or redistribution of UPS Technology to third parties.

3PL Shipment means for a UPS Customers of 3PL Services, those shipments manifested and tendered (i) to UPSI (A) by Customer for the benefit of the UPS Customers of 3PL Services, and (B) by a supplier of the UPS Customers of 3PL Services or a customer of the UPS Customers of 3PL Services at the instruction of Customer, in both cases above, tendered to UPSI under UPS Accounts assigned to the UPS Customers of 3PL Services, and (ii) to UPSI intended for delivery to Customer for the benefit of the UPS Customers of 3PL Services.

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

Service Provider Information means Information you received when acting as a Service Provider.

UPS Customer(s) of 3PL Services means a UPS shipping customer that receives third party logistics services from Customer.