

**UPS CUSTOMER SOLUTIONS CLIENT AGREEMENT
UPSPSICAF06 – 1221**

This UPS Customer Solutions Client Agreement (the “**Client Agreement**”) is entered by and between United Parcel Service, Inc., an Ohio corporation or the entity identified on the Jurisdiction-Specific Terms Appendix attached to and incorporated within the General Terms for the applicable Jurisdiction of Client Establishment (“**UPS Customer Solutions**”), and the customer identified below (“**Client**”), and is effective as of the date last signed by UPS Customer Solutions and Client below (the “**Effective Date**”). As used in this Client Agreement, “**UPS-CS Solution**” means one of the Products or Services offered by UPS Customer Solutions and identified on the Permitted Territory List (as defined below).

Client: [_____]	
Jurisdiction of Client Establishment (e.g., U.S.A., Canada, etc.): [_____]	
Client Notice Address: Attn: [_____] [_____] [_____]	UPS Customer Solutions Notice Address: UPS Customer Solutions Attn: Global Contracts 12380 Morris Road Alpharetta, GA 30005-4177
Client Billing Address: Attn: [_____] [_____] [_____]	<i>with a copy to:</i> United Parcel Service, Inc. (Ohio) Attn: Legal Department – UPS Customer Solutions 55 Glenlake Parkway, NE Atlanta, GA 30328

1. The Agreement. The Client Agreement consists of (a) this Client Agreement signature page (the “**Signature Page**”); (b) the then current General Terms and Conditions, including without limitation the Jurisdiction-Specific Terms Appendix attached thereto and incorporated therein (available at <https://www.ups.com/assets/resources/media/general-terms-and-conditions.pdf>, version at execution UPSPSIGTC05-1221) (the “**General Terms**”); (c) all then current applicable UPS-CS Solutions specific terms and conditions indicated in the table on this Signature Page attached hereto, each of which is available at the identified website address and incorporated herein by reference, including without limitation the Jurisdiction-Specific Terms Appendix attached to each and incorporated therein (collectively, the “**Applicable Terms and Conditions**”); (d) each executed Order Form in the form of Exhibit A attached hereto (each, an “**Order Form**”); (e) the Permitted Territory list for UPS-CS Solutions available at <https://www.ups.com/assets/resources/media/customer-solutions-permitted-territory.pdf> (the “**Permitted Territory List**”, as it may be updated by UPS Customer Solutions from time to time, which is incorporated herein by reference; and (f) all appendices, schedules, exhibits, and addenda to the foregoing, which are incorporated by reference into this Client Agreement. Unless a provision is specifically identified as superseding another provision in the foregoing, in the event that there is a conflict between the foregoing components of the Client Agreement, such components shall govern in the following order of increasing precedence: first, the General Terms and Conditions and all appendices, schedules, exhibits, and addenda thereto; second, the Applicable Terms and Conditions and all appendices, schedules, exhibits, and addenda thereto; third, the Signature Page and all appendices, schedules, exhibits, and addenda thereto; and fourth, each Order Form, in ascending chronological order, ending with the most recently-executed Order Form, and all appendices, schedules, exhibits, and addenda thereto.

2. Incorporation and Application of Terms; Definitions. Client hereby confirms that Client has read and fully understands all of the General Terms AND the Applicable Terms and Conditions, as well as the Permitted Territory List, each of which is available for review by accessing the identified web links. Client expressly agrees to the incorporation of each of the foregoing into this Client Agreement and the application to each of the referenced UPS-CS Solutions. Client further confirms that the individual(s) who will execute the Client Agreement and any Order Form is duly authorized and empowered by the directors, shareholders, or ownership interest holders of the Client, and has obtained all the required corporate authorizations, to enter into and execute the Client Agreement and any Order Form.

a. The General Terms apply to all UPS-CS Solutions and services provided by UPS Customer Solutions, in addition to any solution-specific Applicable Terms and Conditions for such UPS-CS Solutions.

b. In addition and without excluding any of the foregoing, the Hardware Terms and Conditions apply to all purchases of and Order Forms identifying UPS-CS Solutions comprising hardware, but are not applicable to Client’s license or access to any other UPS-CS Solutions.

c. In addition and without excluding any of the foregoing, the Local Software Terms and Conditions apply to any license of and Order Forms identifying UPS-CS Solutions comprising distributed and installed software. The available UPS-CS Solutions governed by the Local Software Terms and Conditions are identified therein and will be identified as such on the applicable Order Form. For purposes of clarity the Local Software Terms and Conditions will not be applicable to Client’s receipt of any UPS-CS Solutions comprising only hardware or hosted services.

d. In addition and without excluding any of the foregoing, the Hosted Services Terms and Conditions apply to any access to and Order Forms identifying UPS-CS Solutions comprising hosted services. The available UPS-CS Solutions governed by the Hosted Services Terms and Conditions are identified therein and will be identified as such on the applicable Order Form. For purposes of clarity

the Hosted Services Terms and Conditions will not be applicable to Client’s receipt of any UPS-CS Solutions comprising only hardware or installed software.

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

4. Permitted Territory. “**Permitted Territory**” means, for any UPS-CS Solutions, those countries and territories associated with such UPS-CS Solutions on the Permitted Territory List. UPS Customer Solutions is not obligated to perform, license, or install any UPS-CS Solutions in or for use in any jurisdiction other than the United States of America or the Permitted Territory for each applicable UPS-CS Solution.

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

a. If the “*Jurisdiction of Client Establishment*” identified on page 1 of this Client Agreement is not the United States of America, then the terms identified as applicable for such country or territory in the Jurisdiction-Specific Terms Appendix attached to and incorporated within the General Terms, as well as the terms of the Jurisdiction-Specific Terms Appendix attached to and incorporated into each of the Applicable Terms and Conditions, will replace or modify the applicable terms of the Client Agreement accordingly. For clarity, United Parcel Service, Inc., an Ohio corporation, is a third party beneficiary and not a party to this Agreement if Client is not established and headquartered in the United States of America, in which case “UPS Customer Solutions” has the meaning set forth on the Jurisdiction-Specific Terms Appendix incorporated within the General Terms.

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

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

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

Applicable Terms and Conditions	Web Site Address for Applicable Terms and Conditions
Hardware Terms and Conditions	https://www.ups.com/assets/resources/media/hardware-terms-and-conditions.pdf version at execution: UPSPSIHTC03-1221
Local Software Terms and Conditions	https://www.ups.com/assets/resources/media/local-software-terms-and-conditions.pdf version at execution: UPSPSILST03-1221
Hosted Services Terms and Conditions	https://www.ups.com/assets/resources/media/hosted-services-terms-and-conditions.pdf version at execution: UPSPSIHST03-1221

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

Client: _____	United Parcel Service, Inc., an Ohio corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A
Form of Order Form

[Order Form No. _____]
Order Form Effective Date: _____

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

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

SERVICES

1.

Deliverables

1.

PRODUCTS

Local Software

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

Hosted Services

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

Hardware

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

All payments are due:

- thirty (30) days from invoice date per Client Agreement
- the same time payments are due under Carrier Agreement between [UPS entity] and Client dated _____. In the event such Carrier Agreement terminates before the Client Agreement, timing of payments will revert back to default payment terms set forth in the Client Agreement.

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

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

Client: _____ By: _____ Name: _____ Title: _____ Date: _____	United Parcel Service, Inc., an Ohio corporation By: _____ Name: _____ Title: _____ Date: _____
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