

UPS ADVISORY AND TECHNICAL SUPPORT SERVICES AGREEMENT

Case #
Service Order #
Shipper #

This agreement (this "Agreement") is by and between United Parcel Service General Services Co. ("UPS") and the customer identified below in the signature block ("Customer") regarding certain value-added advisory and/or related technical services provided by UPS to Customer in connection with the Customer's use of (i) UPS shipping software that provides manifesting (e.g. UPS WorldShip® software and UPS® Gemini software), scanning (e.g. UPS® File Download for Quantum View™ software and External Customer Scanning System (ECSS)) and billing (e.g. UPS® Billing Analysis Tool) functions, as well as their associated UPS helper applications, including without limitation, UPS® CrossWare software, which provides easier integration of UPS WorldShip software and UPS Gemini with other software (cumulatively, "UPS Software"), and (ii) third party applications interacting with the UPS Software ("Third Party Software"), all residing on a computer system(s) owned or controlled by Customer or any entity listed on Exhibit A to this Agreement (the "Supported Entities") and located at the facilities listed on Exhibit A to this Agreement ("Supported Facilities") (cumulatively, the "Customer's System"). The UPS Software enables Customer to (a) prepare and record packages for shipment; (b) access information services offered by UPS; and (c) upload data to UPS. Customer has a need for advice and/or technical support service for Customer's System. For good and valuable consideration, Customer and UPS have agreed to the following:

- 1. Customer represents and warrants that (i) it has the right to enter into the obligations of this Agreement, (ii) it controls, directly or indirectly the UPS Account Numbers listed on Exhibit A and the Supported Facilities, and (iii) it has the right to execute this Agreement on behalf of the Supported Entities.
2. UPS agrees to provide, in response to Customer's request, at no charge to Customer, advisory and/or technical support services as determined by UPS in its sole discretion ("Services") including updates and commercially reasonable efforts to identify and remedy technical problem(s) with the UPS Software installed on Customer's System and Third Party Software installed on Customer's System in its interactions with the UPS Software. Such Services may include remote access by UPS or its agents to, and modification of, Customer's System (including, without limitation, software and data residing thereon), and Customer hereby consents to such remote access and modification.
3. By entering into this Agreement, Customer indicates that it and the Supported Entities agree to the terms and conditions of the Software License Agreement, which is attached hereto as Exhibit B, between Customer and the Supported Entities, as applicable and UPS Market Driver, Inc., granting Customer and the Supported Entities, as applicable, certain rights to the UPS Software UPS may install in performing the Services ("Installed Software").
4. If UPS determines a technical problem IS related to the UPS Software, UPS may attempt to remedy the problem by taking reasonable and appropriate actions as determined by UPS in its sole discretion. If UPS determines a technical problem IS NOT related to UPS Software, UPS may attempt to ascertain the nature of the problem and advise Customer of steps that Customer can take that may correct such problem.
5. Customer, for itself and on behalf of the Supported Entities, acknowledges and agrees that any Services performed by UPS are at Customer's and the Supported Entities' sole risk, and UPS shall not be subject to any liability or responsibility whatsoever arising from the performance or non-performance of such Services or the results thereof. Customer, for itself and on behalf of the Supported Entities, hereby releases and forever discharges UPS and its related entities, individuals, and agents from any and all liability related to performance or nonperformance of the Services or the results thereof, including, without limitation, liability for any loss, destruction or damage to Customer's System, hardware, software, network(s), system(s) or data.

6. As a material inducement to UPS to enter into this Agreement, Customer, for itself and on behalf of the Supported Entities, hereby irrevocably and unconditionally covenants not to sue UPS and/or its related entities, individuals and agents, and hereby irrevocably and unconditionally releases, acquits and forever discharges UPS and all related entities, individuals, and agents for any claim related to the Services from any and all charges, complaints, claims, liabilities, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, arising out of the Services provided under this Agreement.

7. THE SERVICES ARE PROVIDED "AS IS." NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE SERVICES, IS GIVEN OR ASSUMED BY UPS OR ITS AGENTS AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. UPS MAKES NO WARRANTY OR REPRESENTATION AS TO ANY ADVICE OR DIAGNOSIS GIVEN BY, OR THE RESULTS OF THE SERVICES PERFORMED BY UPS OR ITS EMPLOYEES OR AGENTS HEREUNDER, AND UPS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY PROBLEMS WHICH MAY ULTIMATELY BE EXPERIENCED BY CUSTOMER, OR FOR ANY CLAIMS WHICH MAY BE ASSERTED BY CUSTOMER OR ANY THIRD PARTY BASED ON ITS USE OR NON-USE OF OR RELIANCE ON ANY SERVICES PROVIDED BY UPS UNDER THIS AGREEMENT, WHETHER BASED ON UPS'S ALLEGED NEGLIGENCE OR OTHERWISE. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

8. UPS and Customer, for itself and on behalf of the Supported Entities, agree that all agreements between UPS and Customer concerning use of the UPS Software by Customer remain in full force and effect, unless superseded by Exhibit B; either original or facsimile signatures below are binding, and signify Customer's understanding and acceptance of this Agreement for itself and on behalf of the Supported Entities. The parties hereto confirm their express wish that this Agreement and all documents and agreements directly or indirectly relating hereto be drawn up in the English language. Les parties déclarent qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.

9. Either party may terminate this Agreement at any time, with or without cause, by giving written notice to the other party.

10. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal laws of the State of Georgia, without regard to its conflict of laws, rules, or choice of law principles. Exclusive jurisdiction and venue for any claims made by either party against the other shall be within the state and federal courts located in the State of Georgia.

CUSTOMER: _____
Print Contact Name: _____
Contact Signature: _____
Title: _____
Date: _____ Telephone: _____
Address: _____
City & State: _____
Zip/Postal Code: _____
UPS US Fax: 1-888-877-8029 / UPS Canada Fax: 1-866-378-7757

EXHIBIT A

UPS Account Number	Company Name	Address, City, State & Zip/Postal	Phone Number	Fax Number

EXHIBIT B

Software License Agreement

UPS Market Driver, Inc. (“UPS”) grants to Customer (“You”) the following rights with respect to certain software identified in Section 1 of this Software License Agreement (“SLA”).

Section 1. *Software License.* Subject to the terms and conditions of this SLA, UPS grants to You a personal, non-transferable, non-exclusive license to use the UPS software (e.g. UPS WorldShip® software, UPS® Gemini, UPS® File Download for Quantum View™ software, External Customer Scanning System (ECSS), UPS® Billing Analysis Tool, and UPS® CrossWare software) installed by United Parcel Service General Services Co. in performing the Services as set forth in the UPS Advisory and Technical Support Services Agreement between You and United Parcel Services General Services Co. (the “Installed Software”) solely to process, trace, and track packages tendered to the UPS Parties (“Tendered Shipments”) and for no other purpose. For purposes of this SLA, “UPS Parties” shall mean United Parcel Service, Inc. and those parties it controls, whether directly or indirectly. UPS may modify the Installed Software at any time for any reason and may provide modified, updated and upgraded versions of the Installed Software to You or electronically download modified versions of the Installed Software to the Equipment at UPS’s discretion. Unless such modified, updated or upgraded versions of the Installed Software are delivered with different applicable license terms, such modified, updated and upgraded versions of the Installed Software will be considered Installed Software and Your use thereof shall be subject to this SLA.

You agree to comply with all United States and all other applicable laws, rules, and regulations relating to the export, re-export, or transshipment of the Installed Software and Information (defined hereinafter). In particular, the Installed Software or Information may not be exported, transshipped or reexported (1) into (or to a national or resident of) the Restricted Territory or (2) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List, each as they may be amended from time to time and which may be found at <http://www.treas.gov/ofac/index.html> and <http://www.bis.doc.gov>.

You may not export, whether by (i) data export functionality built into the Installed Software (ii) extraction from the Installed 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 included in the definition of UPS Parties.

Schedule 1 attached hereto sets forth Your rights in the information provided by UPS to You through the Installed Software (“Information”).

If UPS makes available to You during a test period designated by UPS enhancements to the Installed Software that are not generally available (“Beta Technology”), Schedule 2 attached hereto shall govern Your use of that Beta Technology.

Section 2. *Intellectual Property Rights.* You acknowledge and agree that the Installed Software constitutes confidential and proprietary information of UPS and embodies trade secrets and intellectual property of UPS and its licensors protected under United States copyright and other laws and international treaty provisions. You further acknowledge that all right, title, and interest in and to the Installed Software, including associated intellectual property rights, are and shall remain with UPS and its licensors. You agree to maintain the confidentiality of the Installed Software. You shall not, and shall cause Your employees and agents not to, disclose or transfer the Installed Software to any third party.

You agree not to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, encumber, distribute, remarket, or otherwise dispose of the Installed Software or any part thereof. You agree not to duplicate the Installed Software, except that You may make one (1) back-up copy of those portions of the Installed Software that are provided on disk. Such back-up copy shall include UPS's copyright and other proprietary notices, and shall be subject to all the terms of this SLA.

Section 3. *UPS WorldShip software.* If the Installed Software includes UPS WorldShip software, the terms and conditions of this Section 3 apply to Your use of UPS WorldShip software.

(a) *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").

(b) *Location of Use.* **UPS WorldShip software** may be used on any number of computers owned, leased or otherwise controlled by You in the Permitted Territory for **UPS WorldShip software**. In addition, **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 UPS Parties, including without limitation, processing and tracking of such packages, and for no other purpose.

(c) *UPS Databases.* Databases of proprietary information related to the shipping services of UPS ("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 and for no other purpose. You may only access, alter or modify these UPS Databases using UPS WorldShip software through use of the (i) data import and (ii) external database mapping and integration functions of the associated Installed Software.

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

(e) *PLD Upload.* UPS WorldShip software includes functionality to upload a set of identifying information for a package, also known as package level detail ("PLD") to UPS. Such upload functionality may only be used to transfer PLD to UPS for Tendered Shipments manifested using keyed import, batch import, XML auto import, hand-off shipping, or the direct entry functionality of the Installed Software.

(f) *Application Reporting.* UPS WorldShip software includes functionality known as "Feature Stats" or "Crash Reports" (collectively, "Application Reporting") that permits UPS to measure Your usage of the various UPS WorldShip software features and informs UPS of this usage electronically. 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 using pre-defined characteristics. UPS Parties use the Feature Stats, for example, to determine the popularity of and improve the functionality of **UPS WorldShip software** and to enhance the services UPS Parties make available to You. Support Files are used to help conduct trouble-shooting analysis. If You do not

wish to participate in the Feature Stats functionality for **UPS WorldShip software**, You must e-mail UPS at worldshipreqst@ups.com (or contact Your account representative) and UPS will remotely disable this functionality.

(g) *Hazardous Materials Functionality.* **UPS WorldShip software** provides access to the hazardous materials functionality which facilitates the shipment of certain dangerous goods and hazardous materials (“UPS Hazardous Materials Functionality”). Your use of the **UPS Hazardous Materials Functionality** through **UPS WorldShip software** is governed by the terms and conditions set forth in Schedule 3 attached hereto.

(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 and other Installed Software and UPS services.

(i) *Microsoft® Products.* Previous versions of **UPS WorldShip** software may have installed Microsoft® SQL Server™ 2005 Express Edition. Microsoft stated that as of April 2016, it will no longer provide extended support for Microsoft® SQL Server™ 2005 Express Edition. Your continued use of Microsoft® SQL Server™ 2005 Express Edition with **UPS WorldShip** software may cause system exposure to security vulnerabilities and errors that neither UPS nor Microsoft will attempt to resolve. An option will be provided during an upgrade to UPS WorldShip software 2016 to install Microsoft® SQL Server™ 2012 Express Edition in place of Microsoft® SQL Server™ 2005 Express Edition. While You may upgrade to UPS WorldShip software 2016 and remain on Microsoft® SQL Server™ 2005 Express Edition, UPS recommends that You select the option to upgrade the UPS WorldShip software database to avoid security vulnerabilities and errors. If You choose to not upgrade to Microsoft® SQL Server™ 2012 Express Edition when upgrading to UPS WorldShip software 2016, the database can be upgraded at a later time by re-running the UPS WorldShip software installation and choosing the option to upgrade the UPS WorldShip software database.

(j) *Scales.* UPS WorldShip software can accept weight information from scales connected to the same computer or computer network on which UPS WorldShip software is installed. UPS assumes no liability and expressly disclaims any liability, related to Your use or the accuracy of those scales.

(k) *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 as provided by the document describing UPS services for small package shipments and freight movements available from the country of origin, terms and conditions for such services and fees for such services (“UPS Terms and Conditions of Carriage/Service”) as applicable for the country of origin in effect at the time of shipping.

(l) *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 will indemnify and hold harmless the UPS Parties from and against any and all losses, damages, fees, judgments, costs and expenses (including attorney's fees) which the UPS Parties may suffer or incur arising out of or in connection with any claim, demand, suit or cause of action arising from 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.

Section 4. *Exclusion of Warranties and Limitation of Damages.* THE INSTALLED SOFTWARE IS PROVIDED "AS IS WITH ALL FAULTS" AND IN THEIR PRESENT STATE AND CONDITION. NO WARRANTY, REPRESENTATION, GUARANTEE, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, ACCURACY, COMPLETENESS, PERFORMANCE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE INSTALLED SOFTWARE IS GIVEN OR ASSUMED BY UPS AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, AS ARE ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE. UPS DOES NOT WARRANT THAT DEFECTS IN THE INSTALLED SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY UPS OR ANY UPS REPRESENTATIVE SHALL CREATE A WARRANTY.

YOU HEREBY AGREE AND ACKNOWLEDGE THAT UPS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING SUBSTITUTE GOODS ARISING OUT OF THIS SLA, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, USE OF THE INSTALLED SOFTWARE OR OTHERWISE, EVEN IF UPS HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS OR IN THE EVENT OF PERSONAL INJURY OR DEATH. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU.

Section 5. *Data Use.* You warrant that You (i) have the right to provide UPS the data You transfer to UPS through the Installed Software; (ii) have provided notice to and secured consent from the subject(s) of such data as may be required by applicable law for such transfer and use by UPS; and (iii) have a bona fide interest in Information You receive through the Installed Software and shipments associated with such Information. You acknowledge that all data transferred to UPS through the Installed Software will be used by the UPS Parties consistent with the UPS Privacy Notice in force at the time of the submission. 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 the UPS Parties. The UPS Parties, 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 the UPS Parties with 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 the SLA in no way requires the UPS Parties to, and the UPS Parties do not accept an obligation to, act as a “recordkeeper” or “recordkeeping agent” for You.

Section 6. *Current Version.* You agree to use only the most recent version of the Installed Software provided by UPS and to destroy all copies of any previous versions of the Installed Software superseded by the current version.

Section 7. *U.S. Government End Users.* The Installed Software qualifies as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212 or DoD FAR Supp. 227.7202-1(a), as applicable. Consistent with FAR 12.212, FAR § 27.405(b)(2) and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the SLA may be incorporated, all government end users acquire the Installed Software with only those rights set forth in this SLA. Use of the Installed Software constitutes agreement by the government that the Installed Software is "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein. If the foregoing is not applicable to a particular U.S. government agency, the Installed Software is provided to such agency with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS and, in such event, use, duplication, or disclosure by the U.S. government is subject to the restrictions as set forth in subparagraph “C” of the Commercial Computer Software—Restricted Rights clause at FAR 52.227-19.

Section 8. *Term and Termination.* Unless otherwise terminated by UPS as provided below, this SLA will continue until terminated by either party upon thirty (30) days’ written notice. UPS may immediately terminate this SLA without notice to You if UPS learns of any breach by You of any of the terms of this SLA, or if You either voluntarily or involuntarily become the subject of liquidation or reorganization proceedings, become insolvent, enter into receivership, reorganization, or make an assignment for the benefit of creditors. Upon termination or expiration of this SLA, any license granted to You hereunder shall immediately terminate. Upon termination of the SLA for any reason, You shall, at Your sole cost and expense, purge from Your hardware, systems, and other storage devices all copies of the Installed Software.

Section 9. *Assignment.* You may not assign any of Your rights or delegate any of Your duties under this SLA without prior written consent of UPS, which consent may be withheld in UPS’s sole discretion. Any attempted assignment or delegation without such consent shall be void.

Section 10. *Terms of Tendered Shipments.* This SLA does not in any way modify or amend the terms and conditions otherwise applicable to Your Tendered Shipments.

Section 11. *Entire Agreement.* This SLA constitutes the entire agreement between You and UPS as to the subject matter hereof and supersedes any prior written or oral agreements between them with respect thereto. If one or more provisions of this SLA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. This SLA shall be governed by the substantive laws of the State of Georgia. The exclusive jurisdiction for any action relating to this SLA (whether for breach of contract, tort or otherwise) shall be a federal or state court in Atlanta, Georgia, and the parties hereby consent to such exclusive jurisdiction and irrevocably waive and shall not assert any defenses based on lack of in personam jurisdiction, improper venue or inconvenient forum.

Schedule 1 to Software License Agreement

Information Access and Use

(a) **Use of Information.** You may use Information for Your Internal Purposes (as appropriate) associated with (i) shipping for Your own benefit, (ii) instructing a supplier to ship for Your benefit, or (iii) receiving packages through transportation services provided by the UPS Parties. This right to use includes the right for You to use Information (A) to establish delivery dates, (B) provide delivery information to Your customers, (C) in the operation of Your customer support service centers and (D) to make payments to the UPS Parties. For purpose of this SLA, “Internal Purposes” shall mean Your use within Your business related to shipments tendered to UPS Parties for Your sole benefit. For clarity, Internal Purposes does not include the resale, distribution, redistribution or granting access to UPS Technology to third parties or use of UPS Technology to provide transportation or logistics services to a third party. You acknowledge and agree that the Information is for planning purposes only and may not be used to short pay UPS and is insufficient for purposes of determining whether adjustments or service refunds are due. Accordingly, You agree that data in addition to the Information will be required in order for You or any third party to obtain a guaranteed service refund, any other adjustment or refunds against service fees levied by the UPS Parties or for reconciliation of invoices for services provided by the UPS Parties.

(b) **Restrictions on Disclosure.** You may only disclose Information to parties having a bona fide interest in such Information (e.g. the shipper, consignee or third party payor), provided You ensure such parties use, the Information in accordance with all restrictions of this SLA.

(c) **Negotiated Rate Information.** The Installed Software may provide access to specific pricing terms and charges related to Tendered Shipments resulting from confidential negotiations between You and the UPS Parties (“Negotiated Rate Information”). You may use Negotiated Rate Information solely in Your internal accounting and billing operations to facilitate payment of charges associated with Your UPS account and You may not disclose Negotiated Rate Information to any person other than to a third party (i) that controls, is controlled by, or under common control with, whether directly or indirectly, You or (ii) that is engaged You to assist You in managing its shipping activity with the UPS Parties, including billing data service provider, that has been approved by UPS in writing to perform such services for You (“Service Provider”); provided however, UPS Affiliates may serve as Service Provider without a written approval by UPS. You may also receive specific pricing terms and charges that apply to a UPS shipping account assigned by UPS to a third party UPS customer if you are authorized to ship third party billing or freight collect against that UPS customer’s UPS account (“3P/FC Negotiated Rates”). The 3P/FC Negotiated Rates are the Confidential Information of UPS and You agree not to use the 3P/FC Negotiated Rates for any purpose or to disclose the 3P/FC Negotiated Rates to any Person.

(d) **Reference Rates.** You acknowledge and agree that actual shipping charges invoiced by the UPS Parties may differ from rates provided as Information by the Installed Software, even when the Installed Software provides Negotiated Rate Information. Factors that may affect Your actual invoice include but are not limited to the following: actual package characteristics are different than as described to the UPS Parties; the information set out on the shipping label is incomplete or inaccurate; negotiated rates require calculation based on volume and additional charges are incurred during shipment of the package which are unforeseen or incalculable prior to tendering to the UPS Parties.

(e) **Tracking.** You may only use the tracking functionality of Installed Software to retrieve Information related to a Tendered Shipment. Certain tracking functionality of the Installed Software may allow You to direct UPS to provide tracking results to an e-mail address You provide. You agree to direct the Installed Software to send tracking results for a Tendered Shipment only to an e-mail address

controlled by a person affiliated with such Tendered Shipment. In the event an addressee indicates to You that such addressee no longer wishes to receive e-mail messages relating to Tendered Shipments, You shall immediately cease using Installed Software to direct UPS to send e-mail messages to such addressee. In no event shall UPS be liable for any failure or delay in the transmission or receipt of any tracking results e-mail. You are solely responsible for the content of any text provided by You and transmitted as part of a tracking results e-mail. You shall not include in any tracking results e-mail any content which may be harassing, defamatory, libelous or injurious to any other person.

Schedule 2 to Software License Agreement

Beta Technology

Beta Technology shall be considered part of its corresponding base Installed Software and the sections of this SLA that apply to such Installed Software, in addition to those in this Schedule 2, shall apply to the Beta Technology. 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 SLA and this Schedule 2, this Schedule 2 shall control.

(a) Confidentiality. You shall (i) keep and maintain (x) the existence, features, operation, security, performance, assessment, evaluation, capabilities and content of the Beta Technology; (y) Your comments, questions and suggestions related to the Beta Technology; and (z) all other information and data related to or embodied in the Beta Technology, confidential during the test period for such Beta Technology set by UPS and for a period of five (5) years thereafter, except as otherwise mandated by law; (ii) prevent any third party from obtaining access to or using the Beta Technology without UPS's prior written approval; and (iii) return any information or documentation concerning the Beta Technology to UPS within ten (10) days after the earlier to occur of the termination or expiration of the test period for such Beta Technology set by UPS. You have no obligation of confidentiality with respect to any information identified in the preceding sentence that You (A) already possess without obligation of confidentiality, (B) develop independently, or (C) rightfully receive without obligation of confidentiality from a third party, each as demonstrated by Your contemporaneous written records of You. In addition, You will have no obligation of confidentiality for any Beta Technology that becomes public knowledge without a breach of this SLA or any other agreement with UPS.

(b) Use of Your Information. You 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 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.

(c) Defects and Errors. YOU ACKNOWLEDGE AND AGREE THAT (i) BETA TECHNOLOGY MAY CONTAIN DEFECTS AND ERRORS AND UPS MAKES NO REPRESENTATION OR WARRANTY THAT THE BETA TECHNOLOGY WILL MEET YOUR REQUIREMENTS, OR THAT YOUR USE OR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE; (ii) THE BETA TECHNOLOGY IS NOT COMMERCIALY RELEASED AND THAT UPS IS UNDER NO OBLIGATION TO MAKE THE BETA TECHNOLOGY AVAILABLE FOR SALE OR LICENSING AT ANY TIME IN THE FUTURE; AND (iii) UPS SHALL NOT BE REQUIRED TO PROVIDE ANY MAINTENANCE, SUPPORT, OR OTHER SERVICES RELATED TO THE BETA TECHNOLOGY.

(d) 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.

Schedule 3 to Software License Agreement

UPS Hazardous Materials Functionality

Restrictions. You agree to use the UPS Hazardous Materials Functionality (1) 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 (2) only in those countries set forth in Your Hazmat Service Agreement where hazardous materials service is available. **Hazmat Service Agreement** means an agreement entered between You and UPS Parties 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

Disclaimer. UPS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND THAT: (1) THE UPS HAZARDOUS MATERIALS FUNCTIONALITY WILL TRANSMIT THE NECESSARY INFORMATION TO UPS OR GENERATE THE NECESSARY DOCUMENTATION ERROR-FREE OR INTERRUPTION-FREE OR (2) THE 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, INCLUDING BUT NOT LIMITED TO CURRENT VERSIONS OF THE FOLLOWING LAWS:

- *United States:* TITLE 49 OF THE CODE OF FEDERAL REGULATIONS, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION'S TECHNICAL INSTRUCTIONS FOR THE SAFE TRANSPORT OF DANGEROUS GOODS BY AIR AND THE INTERNATIONAL AIR TRANSPORT ASSOCIATION'S DANGEROUS GOODS REGULATIONS;
- *Canada:* THE TRANSPORTATION OF DANGEROUS GOODS ACT, 1992 AND THE TRANSPORTATION OF DANGEROUS GOODS REGULATIONS MADE UNDER THE TRANSPORTATION OF DANGEROUS GOODS ACT;
- *Hong Kong:* DANGEROUS GOODS ORDINANCE (CAP 295), DANGEROUS GOODS (APPLICATION AND EXEMPTION) REGULATIONS (CAP 295A), DANGEROUS GOODS (GENERAL) REGULATIONS (CAP 295B), DANGEROUS GOODS (SHIPPING) REGULATIONS (CAP 295C), DANGEROUS GOODS (GOVERNMENT EXPLOSIVES AND DEPOTS) REGULATIONS (CAP 295D), DANGEROUS GOODS (CONSIGNMENT BY AIR)(SAFETY) ORDINANCE (CAP 384), DANGEROUS GOODS (CONSIGNMENT BY AIR)(SAFETY) REGULATIONS (CAP 384A), MERCHANT SHIPPING (SAFETY) ORDINANCE (CAP 369), MERCHANT SHIPPING (SAFETY) (DANGEROUS GOODS AND MARINE POLLUTANTS) REGULATION (CAP 413H);
- *Japan:* AVIATION LAW AND VESSEL SAFETY LAW;
- *Korea:* AVIATION ACT;
- *Malaysia:* CUSTOMS ACT 1967, RAILWAYS ACT 1991, AND THE APPLICABLE PORT AUTHORITY RULES AND/OR BY-LAWS;
- *Singapore:* CUSTOMS ACT, REGULATION OF IMPORTS AND EXPORTS ACT, STRATEGIC GOODS (CONTROL ACT), ELECTRONIC TRANSACTIONS ACT and COMPUTER MISUSE ACT; AND
- *Taiwan:* HANDBOOK FOR INSPECTORS OF DANGEROUS GOODS, RULES GOVERNING CIVIL AVIATION TRANSPORTATION BUSINESS, RULES GOVERNING AIR CARGO FORWARDER BUSINESS, RULES GOVERNING THE OPERATOR OF AIR CARGO DISTRIBUTION TERMINAL, ROAD TRANSPORT SAFETY REGULATIONS, THE RULES GOVERNING IMPORT AND EXPORT OF HUMAN ORGANS, TISSUES AND CELLS, THE INTERNATIONAL AVIATION ORGANIZATION'S TECHNICAL INSTRUCTIONS FOR THE SAFE TRANSPORT OF DANGEROUS GOODS BY AIR AND THE INTERNATIONAL AIR TRANSPORT ASSOCIATION'S DANGEROUS GOODS REGULATIONS.

Indemnification. 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 USE BY YOU AND/OR YOUR EMPLOYEES, AGENTS, OR CONTRACTORS OF THE UPS HAZARDOUS MATERIALS FUNCTIONALITY, *EXCEPT TO THE EXTENT SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS.*