



# UPS Technology Agreement

[General Terms and Conditions](#)

[End User Rights](#)

**UPS TECHNOLOGY AGREEMENT**  
**Version UTA 08072018**

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS UPS TECHNOLOGY AGREEMENT. BY INDICATING BELOW THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE ENTERED INTO A LEGALLY BINDING AGREEMENT WITH UPS MARKET DRIVER, INC. (“UPS”).

This Agreement comprises (1) these [General Terms and Conditions](#) (including its attached [Exhibit A](#) (Definitions - General Terms and Conditions ) and [Exhibit B](#) (Country Specific Amendment to the General Terms and Conditions); (2) the [End User Rights](#) (including its attached [Exhibit A](#) (Definitions - End User Rights), [Exhibit B](#) (UPS Technology), and [Exhibit C](#) (Permitted Territory)) available at <https://www.ups.com/us/en/help-center/legal-terms-conditions/technology-agreement.page> (as such End User Rights may change from time to time in accordance with its terms); and (3) the documentation referenced in any of the foregoing, which are all incorporated by reference. You hereby confirm that You have read and fully understand BOTH the General Terms and Conditions AND the End User Rights which are available for Your review by accessing <https://www.ups.com/us/en/help-center/legal-terms-conditions/technology-agreement.page> INCLUDING the documentation referenced therein. The Agreement may be presented to You more than once in conjunction with Your access and use of UPS Technology. Unless the version of the Agreement has changed, each instance serves to confirm the Agreement as mutually entered into and not to create an additional or separate agreement.

For purposes of the Agreement:

“Customer” means the Person that is your employer, but is not a Service Provider, (1) and that has been assigned the UPS Account you use to register the first UPS Technology you access, if a UPS Account is required for such registration, (2) and that has been assigned the first UPS Account you use with the UPS Technology you access, if a UPS Account is not required for registration but is required for use, or (3) when the first UPS Technology you access does not require a UPS Account for registration or use.

“Service Provider” means a third party engaged by a UPS customer to assist such UPS customer in managing its shipping activity with the UPS Parties, including Billing Data Service Providers, that has been approved by UPS in writing to perform such services for the UPS customer; provided however, UPS Affiliates may serve as Service Provider without a written approval by UPS.

“Service Provider Employee” means an employee of a Service Provider.

“You” or the possessive, “Your,” means, as applicable: (i) you as an individual, if you are entering into this Agreement as an individual on behalf of no other third party for your own personal use of the UPS Technologies; (ii) you as an individual and Customer, if you are accessing UPS Technology as part of your responsibilities as an employee of Customer; or (iii) you as an individual and your employer, if your employer is a Service Provider to a UPS customer and you are accessing UPS Technology as part of your responsibilities as a Service Provider Employee to perform services for the benefit of a UPS customer.

You represent and warrant You have reached the age of legal majority and, if applicable, You can form legally binding contracts under applicable law on behalf of Yourself, the Customer or Service Provider related to the UPS Technology. If at any time You are no longer authorized to form legally binding contracts under applicable law on behalf of Yourself, the Customer or Service Provider, as applicable, You may no longer use UPS Technology on Your own behalf or on behalf of such Customer or Service Provider.

**General Terms and Conditions**

**1. Definitions.** Capitalized terms used in this Agreement have the meanings set forth on General Terms and Conditions [Exhibit A](#) attached hereto and End User Rights [Exhibit A](#). In the case of any conflict between the terms of the End User Rights and these General Terms and Conditions, these General Terms and Conditions shall control.

**2. License Grant.**

**2.1. Scope.** UPS hereby grants to You and You accept, subject to the terms and conditions of this Agreement, a limited, revocable, non-sublicenseable, non-exclusive, non-transferable, license to use or access, as applicable,

the UPS Technology and associated Technical Documentation in the Permitted Territory for such UPS Technology. The [End User Rights](#) contain additional general license rights and restrictions, as well as UPS Technology-specific license rights and restrictions.

**2.2. General Restrictions – UPS Materials and Software.** You shall not, and shall cause Your employees and agents not to, sublicense, disclose or transfer the UPS Materials to any third party without the written consent of UPS. You agree not to modify (including corrections to the Software), reproduce, rent, lease, lend, encumber, distribute, redistribute, remarket or otherwise dispose of the UPS Materials or any part thereof without the consent of UPS, and hereby waive such rights granted under applicable law, except where such waiver is unenforceable. You agree not to duplicate the Software, except as required for its use in accordance with this Agreement, provided that You may make one (1) back-up copy of the Software solely for archival purposes. Such back-up copy shall include UPS's copyright and other proprietary notices, and shall be subject to all the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement, You may not use the Software on an outsourced time-share or service bureau basis.

**3. Export Law Assurances.** You acknowledge that all UPS Materials provided hereunder are subject to the U.S. Export Administration Regulations (“EAR”) administered by the U.S. Department of Commerce's Bureau of Industry and Security, as well as other U.S. laws and regulations. You agree to comply with the EAR and all applicable U.S. laws in your handling and use of all UPS Materials provided hereunder and to not export or reexport the UPS Materials except as authorized by the EAR, U.S. and other applicable laws. Without limiting the generality of the foregoing, you agree, represent and warrant that no UPS Materials will be accessed from, downloaded in, released in, carried to, transferred to, transshipped through or to, exported to, or reexported to (1) the Restricted Territory (or a national or resident thereof) or (2) any person, entity or organization on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. The countries and territories considered Restricted Territory and the persons, entities or organizations on the aforementioned lists may change from time to time. You agree to stay current with and comply with this provision notwithstanding any such changes. For convenient reference only, information on the Restricted Territory countries and territories and the persons, entities or organizations on the aforementioned lists may be found at: <https://www.treasury.gov/ofac/downloads/sdnlist.txt>, <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>, and <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>.

#### **4. UPS Materials.**

**4.1. Ownership of Intellectual Property Rights.** You hereby acknowledge and agree that UPS owns all right, title and interest in and to, or has the right to license to You, the UPS Materials. You acknowledge that You have not acquired any ownership interest in the UPS Materials and will not acquire any ownership interest in the UPS Materials by reason of this Agreement. You will not at any time do or knowingly permit to be done any act or thing that would in any way impair the rights of UPS or its licensors in and to the UPS Materials. UPS and its licensors reserve all rights pertaining to the UPS Materials not specifically granted herein.

**4.2. Changes to UPS Materials and UPS Technology.** UPS may update, alter, modify or supplement any or all of the UPS Materials and/or UPS Technology at any time.

#### **5. Support Services.**

**5.1. Support and Maintenance.** From time to time UPS, in its sole discretion, may, in response to Your request, choose to provide support or maintenance for the Software (“Support Services”). You hereby authorize UPS and its authorized agents (the “Support Providers”), in order to provide Support Services, to access the Software, other applications which You may be using in conjunction with the Software and Your computer systems either (1) remotely, via the Internet or other means (which may require the installation of additional software on Your computer systems by UPS or the Support Providers) (“Support Software”), or (2) through on-site visits at specific times as mutually agreed upon by the parties. Each support session using Support Software will be separately approved by You. During such sessions UPS may see the Software as operating on the Your computer system and UPS may assist You in making modifications to Your computer systems. You further grant UPS and Support Providers the right to manipulate and modify the Software and Your computer systems, applications, files and data as reasonably necessary to provide You with Support Services. However, You agree that any Support Services will be provided at UPS's discretion and nothing in the Agreement shall be interpreted to obligate UPS to provide any Support Services.

**5.2. Access to Proprietary Information.** You acknowledge and agree that You may disclose, or that UPS or the Support Providers may observe, Your information and data during the provision of Support Services by UPS or the Support Providers; and that such information and data shall be deemed non-confidential and thus, not covered by General Terms and Conditions Article 7, unless UPS has agreed otherwise in a signed confidentiality agreement separate from this Agreement. In addition, You acknowledge that the remote communications sessions utilized by UPS or the Support Providers may be implemented through the Internet, which is inherently insecure, and You agree that UPS or the Support Providers shall not be liable for any security breaches occurring on the Internet. You should take the foregoing into account when requesting Support Services from UPS or Support Providers.

**6. Suspension; Term and Termination.**

**6.1. Suspension of Rights.** UPS may suspend Your rights to access any part of the UPS Systems through the UPS Technology or as necessary in UPS's sole discretion including without limitation, to (1) prevent access to any part of UPS Systems or the UPS Technology that is not in compliance with the terms and conditions of this Agreement; (2) correct a material error in the UPS Systems or the UPS Technology or (3) comply with a law, regulation or rule or any ruling of a court or other body of competent jurisdiction.

**6.2. Term.** This Agreement shall become effective upon Your assent by clickthrough below and shall remain in full force and effect thereafter until terminated as provided herein (the "Term").

**6.3. Hosted UPS Technology.** Certain UPS Technology is hosted by UPS, UPS Affiliates or vendors of UPS or UPS Affiliates. Hosted UPS Technology is hosted on servers in the United States of America and is scheduled to be available twenty-four (24) hours a day, seven (7) days a week (other than when unavailable for maintenance); however, UPS does not guarantee the availability of hosted UPS Technology, or that access will be uninterrupted or error-free. UPS reserves the right to interrupt, limit, or suspend hosted UPS Technology from time to time for purposes of maintenance, upgrades and similar reasons. You agree that neither UPS nor UPS Affiliates shall be held responsible or liable for any Damages arising from any interruption, suspension or termination of hosted UPS Technology, regardless of the cause.

**6.4. Termination.**

a. Either party may terminate this Agreement, and UPS may terminate any or all licenses to the UPS Technology granted hereunder, for convenience at any time upon written notice to the other party.

b. Notwithstanding the foregoing, this Agreement shall terminate without any further action needing to be taken by UPS (1) upon a breach of General Terms and Conditions Article [3](#), [7](#) or [10](#), or General Terms and Conditions Sections [2.2](#) and [4.1](#) (third sentence); (2) in the event of Your bankruptcy, commencement of bankruptcy, corporate reorganization, civil rehabilitation, concordat, special liquidation or any other insolvency proceeding with respect to You, or if You shall have a receiver, administrator, administrative receiver or liquidator appointed or shall pass a resolution for winding up, or a court shall make an order to that effect, (3) if You are a partner in or Customer or Service Provider is a partnership and such partnership is dissolved, or (4) upon deletion of Your UPS profile.

**6.5. Effect of Termination.**

a. Upon the termination of this Agreement for any reason whatsoever all licenses granted hereunder shall immediately terminate and You shall immediately cease and desist from all access to and use of the UPS Materials, and destroy all UPS Materials in Your possession or control.

b. Upon termination of any license to a UPS Technology, You shall immediately cease and desist from access to and use of such UPS Technology and associated UPS Materials and destroy all such associated UPS Materials in Your possession or control.

**6.6. Survival of Terms upon Termination.** General Terms and Conditions Articles [1](#), [5](#), [7-9](#) and [12](#); Sections [4.1](#), [6.5](#) and [6.6](#); and [Exhibit A](#) and [Exhibit B](#) to these General Terms and Conditions; and the Articles and those Sections of the End User Rights identified in End User Rights [Section 3.2](#) shall survive the termination of this Agreement for any reason.

**7. Confidential Information, Trade Secrets, Information.**

**7.1. Disclosure.** During the Term and thereafter, You shall not use (except as permitted in connection with Your performance hereunder), disclose or permit any Person access to any Trade Secrets (including, without limitation, any Trade Secrets contained in the UPS Materials). During the Term and for a period of five (5) years thereafter, except as otherwise mandated by law, You shall not use, disclose, or permit any Person access to any Confidential Information, except as permitted in connection with Your performance hereunder. You acknowledge that if You breach this General Terms and Conditions Article 7, UPS may have no adequate remedy at law available to it, may suffer irreparable harm, and will be entitled to seek equitable relief. You agree to protect such Confidential Information and Trade Secrets with no less diligence than You protect Your own confidential or proprietary information. If disclosure to Confidential Information is required under provisions of any law or court order, You will notify UPS sufficiently in advance so UPS will have a reasonable opportunity to object.

**7.2. Aggregation.** You shall not aggregate the Information or derive or develop information, services or products that use the Information, other than as expressly permitted under this Agreement.

**7.3. Data Export.** You may not export, whether by (i) data export functionality built into the Software; (ii) extraction from the 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 the UPS Parties.

**8. Warranties.**

**8.1. By Customer.** You represent and warrant that (1) Customer is not headquartered in the Restricted Territory; (2) You will not use the UPS Technology in the Restricted Territory; and (3) You are not, nor is Customer under the control of any Person on the U.S. Treasury Department list of Specially Designated Nationals, or the U.S. Department of Commerce Denied Persons List or Entity List (as they may be amended from time to time and which, for convenient reference only, may be found at <https://www.treasury.gov/ofac/downloads/sdnlist.txt>, <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>, and <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>), or incorporated in, a national resident of or government of the Restricted Territory.

**8.2. Disclaimers.**

a. UPS PARTIES WARRANT THAT FOR NINETY (90) DAYS FROM THE DELIVERY TO YOU OF SOFTWARE THAT SUCH SOFTWARE SHALL MATERIALLY OPERATE AS DESCRIBED IN THE SOFTWARE'S CORRESPONDING TECHNICAL DOCUMENTATION. UPS'S SOLE LIABILITY FOR A BREACH OF THE FOREGOING WARRANTY SHALL BE TO REPLACE ANY SUCH SOFTWARE. EXCEPT AS STATED IN THE WARRANTY OF THE FOREGOING TWO SENTENCES, THE UPS MATERIALS ARE 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 UPS MATERIALS IS GIVEN OR ASSUMED BY UPS AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS ARE ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE. UPS DOES NOT WARRANT THAT DEFECTS IN THE UPS MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY UPS OR ANY UPS REPRESENTATIVE SHALL CREATE A WARRANTY.

b. You furthermore acknowledge and agree that access by UPS or the Support Providers to Your computer systems, files and associated data pursuant to General Terms and Conditions Article 5 hereof is merely to facilitate Support Services on Your behalf, and You remain solely responsible for backing up Your computer systems, applications, files and data. ANY SUPPORT SERVICES OR SUPPORT SOFTWARE PROVIDED BY UPS OR A SUPPORT PROVIDER PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS WITH ALL FAULTS", AND UPS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY SUCH SUPPORT SERVICES OR SUPPORT SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UPS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY

RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE, RELATED TO SUPPORT SERVICES OR SUPPORT SOFTWARE PROVIDED UNDER THE AGREEMENT AND ALL ASSOCIATED ADVICE, DIAGNOSES AND RESULTS. YOU ACKNOWLEDGE AND AGREE THAT UPS WILL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFAULT, DEFICIENCY, OR NONCONFORMITY IN THE SUPPORT SERVICES.

c. THE UPS PARTIES DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE UPS SYSTEMS AND ACCESS TO SUCH UPS SYSTEMS MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF UPS'S CONTROL. THE UPS PARTIES ARE NOT LIABLE FOR ANY DAMAGES OF ANY TYPE CAUSED BY SUCH INTERFERENCE.

d. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. THE AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

**9. Limitation of Liability.**

a. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON CERTAIN DAMAGES SUCH AS LIMITATIONS ON (I) INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) DAMAGES RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (III) DAMAGES RESULTING FROM PERSONAL INJURY OR DEATH. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU AND ARE ONLY APPLICABLE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS.

b. THE UPS PARTIES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY 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 AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, USE OF THE UPS MATERIALS OR OTHERWISE, EVEN IF THE UPS PARTIES HAVE BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EXCEPT FOR THE LIMITATIONS OF LIABILITY SET FORTH IN END USER RIGHTS SECTION 1.7 AND GENERAL TERMS AND CONDITIONS SECTION 8.2, IN NO EVENT SHALL THE LIABILITY OF ALL THE UPS PARTIES FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT OR OTHERWISE OF ANY TYPE EXCEED, IN THE AGGREGATE, ONE THOUSAND UNITED STATES DOLLARS (USD \$1,000), ANY CLAIM FOR DAMAGES IN EXCESS THEREOF BEING HEREBY WAIVED BY YOU.

c. FOR THE AVOIDANCE OF DOUBT AND CONSISTENT WITH THE SECOND PARAGRAPH OF THESE GENERAL TERMS AND CONDITIONS, THE PRESENTMENT OF THIS AGREEMENT (VERSION UTA 08072018 (UPS.COM)) MORE THAN ONCE TO YOU DOES NOT CHANGE THE UPS PARTIES' TOTAL AGGREGATE LIABILITY ABOVE ONE THOUSAND UNITED STATES DOLLARS (USD \$1,000).

d. CLAIMS NOT MADE WITHIN SIX (6) MONTHS AFTER THE FIRST EVENT GIVING RISE TO A CLAIM SHALL BE DEEMED WAIVED.

**10. Use of Name and Publicity.** Except as expressly provided in this Agreement, You agree that You shall not, without separate prior written consent of UPS in each instance, use in advertising, publicity or otherwise the name of the UPS Parties (including without limitation United Parcel Service of America, Inc.), or any partner or employee of the UPS Parties, nor any trade name, trademark, trade dress or simulation thereof owned by the UPS Parties.

**11. Notices.** Except as specifically provided in this Agreement, all notices, demands or other communications required or permitted hereunder shall be in writing and shall be given as follows:

If by You: by personal delivery, UPS Next Day Air® delivery (notice deemed effective one business day after dispatch); by facsimile or telecopier transmission if a transmission confirmation is received by the sending party (notice deemed effective on date confirmation is received); or by certified mail, return receipt requested, postage prepaid (notice deemed effective on tenth business day following placement in mail) to UPS, 35 Glenlake Parkway, Atlanta, Georgia 30328, attention: UPS Legal Department, facsimile: (404) 828-6912; and

If by UPS: by each method available to You as well as electronic mail (notice deemed effective on date of transmission); to the address, email address or facsimile number, as applicable, (1) of Your registration information for the UPS Technology as provided to UPS, (2) of a UPS Account You use with the UPS Technology or (3) if neither (1) nor (2) above apply, then to the address, email address or facsimile number, as applicable, that You have otherwise provided to UPS.

Either party may change its address, email address or facsimile number for notice through thirty (30) days' prior written notice to the other party.

**12. Miscellaneous.**

**12.1. Independent Parties.** The parties are independent parties and nothing herein shall be construed as creating an employment or agency relationship, partnership, and/or joint venture between the parties. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind such other party in any manner.

**12.2. Waiver.** No waiver of any provision of this Agreement, or any rights or obligations of either party under this Agreement, shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

**12.3. Severability of Provisions.** In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

**12.4. Assignment.** This Agreement, including any rights, licenses or obligations under this Agreement, may not be assigned by You to any other Person or entity without the prior written consent of UPS. UPS may assign, delegate or transfer all or any part of this Agreement or any rights hereunder to any member of the UPS Parties without the need for any approval or consent from You. For these purposes, "Assignment" shall include, but is not limited to, any merger or sale of all or substantially all of the assets of the assigning party or any transfer of this Agreement, or any portion hereof, by operation of law or otherwise, or any sale or other transfer of thirty percent (30%) or more of the voting shares/interests of the assigning party or control thereof. In the event of any permitted Assignment of this Agreement, this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal successors and permitted assigns.

**12.5. Taxes.** Any fees payable under this Agreement do not include any taxes and fees (including, but not limited to, any applicable withholding taxes and VAT or any other tax or fee) levied by any duly constituted taxing authority against the fees payable to UPS hereunder. You shall be solely responsible for the calculation of and payment of any such taxes to the relevant taxing authority, and shall not reduce the amount of the fees payable for such tax payment.

**12.6. Governing Law; Jurisdiction and Language.** To the fullest extent permitted by applicable law, this Agreement and any claim, case, or controversy arising out of or relating to this Agreement (whether for breach of contract, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of New York, excluding (1) its conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; (3) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (4) the Protocol amending the 1974 Convention, done at Vienna, April 11, 1980. The parties declare that they have required that this Agreement and all documents related hereto, either present or future, be drawn up in the English language only. *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.* To the fullest extent permitted by applicable law and consistent with valid entry into a binding agreement, the controlling language of this



Agreement is English and any translation You have received has been provided solely for Your convenience. To the fullest extent permitted by applicable law, all correspondence and communications between You and UPS under this Agreement must be in the English language. In the event You have entered into this Agreement by means of the Internet display of a translated version of this Agreement in a language other than U.S. English, You may view the U.S. English language version of this Agreement by accessing <https://www.ups.com/us/en/help-center/legal-terms-conditions/technology-agreement.page>. **THE EXCLUSIVE JURISDICTION FOR ANY CLAIM, CASE, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (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.** Notwithstanding the foregoing, if and to the extent subsequent separate or ancillary proceedings in another U.S. or foreign court are necessary in order to enforce a judgment of the court in Atlanta, Georgia, or otherwise as is necessary to provide complete relief and full resolution of all issues in dispute, the Parties may institute such subsequent separate or ancillary proceedings in any such U.S. or foreign court, and the Parties hereby consent to the non-exclusive jurisdiction of such court and hereby waive any defenses therein based on lack of in personam jurisdiction, improper venue or inconvenient forum. Notwithstanding anything herein to the contrary, UPS shall be entitled to interim relief or provisional remedies before any court having jurisdiction. You agree to the admissibility of computer records and electronic evidence in any dispute herein. For the avoidance of doubt, dispute resolution provisions contained in any agreement You have entered into with a member of the UPS Parties related to UPS services, including for example, the applicable UPS Terms and Conditions of Carriage/Service, shall govern whenever such provisions are applicable to any claim or controversy. SEE [SECTION 12.15](#) AND [EXHIBIT B](#) FOR COUNTRY-SPECIFIC DEVIATIONS TO THIS AGREEMENT IF YOU ARE A RESIDENT OF OR YOUR REGISTERED OFFICE IS LOCATED IN ONE OF THE FOLLOWING COUNTRIES OR TERRITORIES: MIDDLE EASTERN COUNTRIES, BANGLADESH, INDONESIA, ISRAEL, THE UNITED STATES OF AMERICA OR PUERTO RICO.

**12.7. Force Majeure.** Neither party hereto shall be liable for the failure to perform any of its obligations under this Agreement or for any Damages if such failure is caused by any reason beyond its reasonable control including without limitation, any occurrence of any act of God, labor strike or dispute, industrial disturbance, governmental emergency order, judicial or government action, emergency regulations, sabotage, riots, vandalism, electronic failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or act of terrorism.

**12.8. Remedies.** Any remedies provided herein are non-exclusive.

**12.9. Compliance with Laws.** Each party, in connection with its performance hereunder, shall strictly comply with all applicable laws, rulings, and regulations and shall take no actions which would cause the other party to be in violation of any laws, rulings or regulations applicable to it, including, where required, You as a licensee filing this Agreement with a governmental entity. You specifically acknowledge that the UPS Materials provided hereunder may contain encryption functionality. You acknowledge and agree that by downloading, importing or using the UPS Materials in any country or territory outside the United States you, not UPS, assume full responsibility for compliance with all the laws and regulations of such country or territory, including, without limitation, all laws and regulations governing the import, use, distribution, development, or transfer of encryption software or technology and all requirements of registration or licensing related to same.

**12.10. Data Practices.** In order to perform pickup and delivery services, and in connection with Your use of the UPS Technology, the UPS package delivery company in Your jurisdiction, whose name and address may be found under “Contact UPS” on the UPS Web Site for Your jurisdiction (“UPS Delivery Co.”), collects, processes and uses personal information. UPS Market Driver, Inc., 35 Glenlake Parkway, N.E., Atlanta, Georgia, USA 30328 and the other UPS Parties receive personal information and use it for the Purposes defined below.

The UPS Parties process personal information in accordance with applicable data protection laws. The personal information is used for the purposes (the “Purposes”) set forth in, and is subject to, the UPS Privacy Notice published on UPS’s web site at <https://www.ups.com/us/en/help-center/legal-terms-conditions/privacy-notice.page> (hereby incorporated by reference into this Agreement). The personal information may be disclosed to certain recipients (“Recipients”) as described in the UPS Privacy Notice. You acknowledge You have read and fully understand the UPS Privacy Notice.

You represent and warrant to UPS that when You or Your employees, agents or contractors (“Shipper Parties”) provide UPS Delivery Co. with personal information: (1) the Shipper Parties have collected the personal



information lawfully, and have the right and authority to provide the personal information to the UPS Parties for any uses permitted under these General Terms and Conditions Section 12.10; (2) You or another Shipper Party have notified each individual identified by the personal information (including all package addressees), as required by applicable law, that UPS will be processing the personal information in accordance with the UPS Privacy Notice published at <<https://www.ups.com/us/en/help-center/legal-terms-conditions/privacy-notice.page>> in effect at the time of shipping, that the personal information may be provided by UPS to the Recipients set forth above, and that the personal information may be transferred to countries or territories other than the country or territory in which the UPS Parties originally collected the information (which countries or territories may not have the same data protection laws as the country or territory in which You originally provided the information); and (3) You have obtained informed and specific consent from any package addressee or recipient, as required by law, that UPS may send e-mail and other notifications related to the agreed shipment services.

You further agree to receive non-marketing telephone calls and text messages relating to the UPS pickup and delivery services (including, without limitation, collections calls and text messages) from or on behalf of UPS at any wireless telephone number assigned to Your account. You understand and agree that such calls or text messages may be prerecorded and/or delivered through the use of an automatic telephone dialing system and that Your wireless carrier's message and data rates may apply to Your receipt of such calls and text messages at a cellular telephone number. You understand and agree that any telephone number(s) that You provide to UPS will be true, accurate, current, and complete, and You will promptly update any such number as necessary to keep it true, accurate, current, and complete.

**12.11. Non-Exclusivity.** Nothing in this Agreement shall be construed to preclude or restrict UPS in any way from entering into similar arrangements with any other Person or from dealing or contracting directly with mutual customers of the parties.

**12.12. Entire Agreement; Amendment.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all (1) prior or contemporaneous representations, understandings and agreements related thereto and (2) any prior versions of the UPS Technology Agreement between UPS and You, all of which are merged in this Agreement. Such merger will not be effective as to Software. The UPS Technology Agreement current at the time You receive a particular version of the Software will govern Your use of such Software version at all times. Any Corporate Technology Agreement between UPS and Customer, whether entered into before or after the date of this Agreement, shall supersede this Agreement. Any UPS Technology Agreement between UPS and You having a version more recent than Version UTA08072018 shall supersede this Agreement. The superseding of any prior agreement shall not abridge UPS's rights against You as a result of any violation or breach of such prior agreement before the date of this Agreement. This Agreement may not be modified or amended except by a writing signed by authorized representatives of the parties to this Agreement; provided, however, UPS may modify the End User Rights pursuant to End User Rights [Section 3.1](#) and the UPS Materials and UPS Technology pursuant to these General Terms and Conditions [Section 4.2](#). A writing with electronic signatures shall not qualify to modify or amend the Agreement.

**12.13. Waiver: European Union Notices.** To the fullest extent permitted by applicable law, if You are a resident of or Your registered office is located in a member state of the European Union, You waive all notices, acknowledgements and confirmations relative to contracting by electronic means which may be required under Articles 10(1), 10(2), 11(1) and 11(2) of EU Directive 2000/31/EC as implemented in Your jurisdiction in respect of Your use of the UPS Technology. If You are a resident of any European Union member state, You understand You have a right to withdraw from this Agreement in the first fourteen (14) days after Your acceptance, and to the fullest extent permitted by applicable law, You hereby expressly renounce the 14-day right of withdrawal in exchange of UPS making UPS Technologies available to You immediately upon entering in this Agreement.

**12.14. NOTICE: Processing of Personal Information pursuant to UPS Privacy Notice.** Except as You indicate to the contrary pursuant to the methods specified in the UPS Privacy Notice (which preferences may be changed by You at any time), You hereby acknowledge that personal information may be processed for the Purposes as set forth in General Terms and Conditions [Section 12.10](#). You also agree that where You are the package addressee or recipient, You have received notice of the processing and use of personal information as described in General Terms and Conditions [Section 12.10](#).

**12.15. Country-Specific Terms.** If You are a resident of or Your registered office is located in one of the countries or territories listed below, the terms of Exhibit B shall apply to You. In the case of conflict or ambiguity

between any provision contained in the body of these General Terms and Conditions and any provision contained in Exhibit B, the provision contained in Exhibit B shall prevail if Exhibit B applies to You.

- a. Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, UAE, Jordan, Tunisia, Algeria, Djibouti, Iraq, Lebanon, Libya, Morocco, and Mauritania (“Middle Eastern Countries”).
- b. Bangladesh, Indonesia, Israel, the United States of America and Puerto Rico.

## EXHIBIT A

### DEFINITIONS- GENERAL TERMS AND CONDITIONS

**Affiliates** means third parties that control, are controlled by, or under common control with, whether directly or indirectly, a Person. For purposes of this definition, the term “control” (including with correlative meanings, the terms “controlled by” and “under common control with”) means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise.

**Agreement** is defined in the second paragraph of these General Terms and Conditions.

**Alternate Billed Shipment(s)** means shipments tendered to the UPS Parties on Your behalf by another Person where such shipments are charged against Your UPS Account.

**Assignment** has the definition provided in General Terms and Conditions [Section 12.4](#).

**Billing Data Service Provider** means a third party services provider (1) hired by You for providing services for You to close the Customer Billing Cycle, and (2) who has been identified to UPS by You for receipt of Billing Data from UPS to You via the UPS Systems, using the approved secure transfer method which may be modified from time to time by UPS in accordance with this Agreement.

**Confidential Information** means any information or material, other than Trade Secrets, that is of value to UPS and is not generally known to third parties, or that UPS obtains from any third party (including without limitation the UPS Parties) that UPS treats as proprietary whether or not owned by UPS. Confidential Information shall include Information. Confidential Information shall not include information that You can show is: (1) known by You at the time of receipt from UPS and not subject to any other nondisclosure agreement between the parties; (2) now, or which hereafter becomes, generally known to the public through no fault of You; (3) otherwise lawfully and independently developed by You without reference to Confidential Information; or (4) lawfully acquired by You from a third party without any obligation of confidentiality.

**Customer** is defined in the third paragraph of the General Terms and Conditions.

**Damages** means any claims, losses, damages, rulings, judgments and costs and expenses (including without limitation attorney’s fees).

**End User Rights** means the document available at <https://www.ups.com/us/en/help-center/legal-terms-conditions/technology-agreement.page> and described in the second paragraph of these General Terms and Conditions.

**General Terms and Conditions** means this document.

**Inbound Shipments** means shipments tendered to the UPS Parties for delivery to You.

**Information** means information provided from the UPS Systems (i) related to services provided by the UPS Parties or (ii) generated in connection with You shipping with the UPS Parties, including without limitation, Tendered Shipments.

**Middle Eastern Countries** has the definition provided in General Terms and Conditions [Section 12.15](#).

**Outbound Shipments** means a shipment tendered to the UPS Parties by You.

**Permitted Territory** means for any UPS Technology those countries and territories associated with such UPS Technology on End User Rights [Exhibit C](#).

**Person** means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or other legal entity.

**Purposes** has the definition provided in General Terms and Conditions [Section 12.10](#).

**Recipients** has the definition provided in General Terms and Conditions [Section 12.10](#).

**Restricted Territory** means those countries or territories subject to a comprehensive economic sanctions program administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”) or to any other general prohibition on the use, exportation, or reexportation of the UPS Technology under U.S. sanctions or export control laws. Countries or territories subject to OFAC embargo or sanctions can change at any time. For Your convenient reference only, the following links provide information pertaining to such countries or territories: <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>, and <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>.

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

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

**Shipper Parties** has the definition provided in General Terms and Conditions [Section 12.10](#).

**Software** means those items of UPS Technology that (i) are software and that are provided by UPS to You under this Agreement, (excluding sample computer software code) and any associated Technical Documentation, and (ii) any Updates thereto to the extent provided by UPS to You under this Agreement.

**Support Services** has the definition provided in General Terms and Conditions [Section 5.1](#).

**Support Software** has the definition provided in General Terms and Conditions [Section 5.1](#).

**Support Providers** has the definition provided in General Terms and Conditions [Section 5.1](#).

**Technical Documentation** means collectively any and all documentation and/or sample computer software code regarding the UPS Technology or the UPS Marks provided or made available to You by UPS hereunder.

**Tendered Shipment** means a shipment tendered (i) by or for You to the UPS Parties for delivery or (ii) by a third party to the UPS Parties for delivery to You, which can be an Outbound Shipment, Alternate Billed Shipment or Inbound Shipment.

**Term** has the definition provided in General Terms and Conditions [Section 6.2](#).

**Trade Secret** means any information of UPS or that UPS acquired from a third party (including without limitation the UPS Parties) which is not commonly known by or available to the public, which (1) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**Update(s)** shall mean maintenance, error corrections, modifications, updates, enhancements or revisions to the UPS Materials.

**UPS** means UPS Market Driver, Inc.

**UPS Account** means any shipping account assigned to You by a member of the UPS Parties, including, without limitation, those accounts assigned to users of UPS.com shipping known as “temporary accounts” and UPS Freight shipping accounts.

**UPS Databases** means databases of proprietary information related to the shipping services of the UPS Parties and distributed with or for use with Software.

**UPS Delivery Co.** has the definition provided in General Terms and Conditions [Section 12.10](#).

**UPS Marks** means the word mark “UPS” as shown in various trademark registrations including but not limited to U.S. Trademark Registration No. 966,724, and the mark “UPS & Stylized Shield Device” as shown below and as shown in various trademark registrations, including but not limited to U.S. Trademark Registration Nos.:

2,867,999, 2,965,392, 2,973,108, 2,978,624, 3,160,056 and European Community Trademark Registration Nos.: 3,107,026, 3,107,281, and 3,106,978.



**UPS Materials** means collectively the UPS Technology, the UPS Databases, the Technical Documentation, the Information, the Software, the UPS Marks, and the UPS Systems.

**UPS Parties** means UPS and existing Affiliates, and their respective shareholders, officers, directors, employees, agents, partners, third party suppliers and third party licensors.

**UPS Privacy Notice** means the privacy notice available at <https://www.ups.com/us/en/help-center/legal-terms-conditions/privacy-notice.page>.

**UPS Systems** means the UPS computer and network systems accessed by the UPS Technology.

**UPS Technology** means those products identified on End User Rights [Exhibit B](#).

**You** is defined in the third paragraph of this Agreement.

## **EXHIBIT B**

### **COUNTRY SPECIFIC AMENDMENT TO THE GENERAL TERMS AND CONDITIONS**

If You are a resident of or Your registered office is located in any country or territory identified in Section 12.15 of the General Terms and Conditions, the following terms replace or modify the referenced terms of the General Terms and Conditions. All terms of the General Terms and Conditions that are not changed by these amendments remain unchanged and in effect.

#### **1. Middle Eastern Countries, Bangladesh, Indonesia, Israel, the U.S. and Puerto Rico.**

##### **1.1 Geographic Scope and Applicability.**

a. You warrant and represent that You are a resident of or Your registered office is located in one of the following countries: Middle Eastern Countries, Bangladesh, Indonesia, Israel, the United States of America or Puerto Rico.

b. Subject to Section 1.1(a) of this Exhibit B above, You and UPS agree to modify the General Terms and Conditions as set forth in Section 1.2 of this Exhibit B below.

c. Except as amended as set forth herein, the General Terms and Conditions (including the Exhibits thereto) shall continue in full force and effect until expired or terminated and reflect the entire agreement between You and UPS regarding the subject matter hereof. To the extent that any provisions of this Exhibit B are inconsistent with the General Terms and Conditions, the terms of this Exhibit B shall govern solely with regard to the subject of the inconsistency.

d. In consideration of the promises and mutual covenants of the parties, You and UPS agree that the General Terms and Conditions shall be modified as set forth in Section 1.2 of this Exhibit B below.

##### **1.2 Amendments.**

a. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, Bangladesh, Indonesia or Israel, Section 9 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

#### **“9. Limitation of Liability.**

9.1 Except as expressly stated in Section 9.2:

a. UPS Parties shall not in any circumstances have any liability for any Damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- i. special damage even if UPS Parties was aware of the circumstances in which such special damage could arise;
- ii. loss of profits;
- iii. loss of anticipated savings;
- iv. loss of business opportunity;
- v. loss of goodwill;
- vi. costs of procuring substitute goods arising out of this Agreement;
- vii. loss or corruption of data or data use.



b. The total liability of UPS Parties, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed, in the aggregate, a sum equal to one thousand United States dollars (USD \$1,000); and

c. You agree that, in entering into this Agreement, either it did not rely on any representations, whether written or oral, of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and, in either case, UPS Parties shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

9.2 The exclusions in Section 9.1 shall apply to the fullest extent permitted by applicable law, but UPS Parties do not exclude liability for:

- a. death or personal injury caused by the negligence of UPS Parties, their officers, employees, contractors or agents;
- b. fraud or fraudulent misrepresentation; or
- c. any other liability which may not be excluded by law.

9.3 For the avoidance of doubt, the presentment of this Agreement (version UTA 08072018) more than once to you does not change the UPS Parties' total aggregate liability above one thousand United States dollars (USD \$1,000).

9.4 Claims not made within six (6) months after the first event giving rise to a claim shall be deemed waived.”

b. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, Bangladesh, Indonesia, Israel, the United States of America or Puerto Rico, Section 12.6 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

**“12.6 Governing Law and Arbitration.**

- a. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which the Arbitration Rules of the DIFC-LCIA Arbitration Centre are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be the Dubai International Financial Centre. The language to be used in the arbitration shall be English. The governing law of the Agreement shall be the substantive laws of England and Wales. You hereby represent and warrant that You have the authority to enter into an agreement to arbitrate in accordance with this clause and any applicable law.
- b. If You are a resident of or Your registered office is located in Bangladesh or Indonesia, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Singapore International Arbitration Centre, which the Arbitration Rules of the Singapore International Arbitration Centre are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be the Singapore International Arbitration Centre. The language to be used in the arbitration shall be English. The governing law of the Agreement shall be the substantive laws of England and Wales. You hereby represent and warrant that You have the authority to enter into an agreement to arbitrate in accordance with this clause and any applicable law.

- c. If You are a resident of or Your registered office is located in Israel, any dispute arising out of this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the International Arbitration Rules of the Israeli Institute of Commercial Arbitration, which the International Arbitration Rules of the Israeli Institute of Commercial Arbitration are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The parties also agree to abide by and to perform the award or judgment of the arbitrator as the final decision respecting such dispute. The language to be used in the arbitration shall be English. The governing law of the Agreement shall be the substantive laws of England and Wales. You hereby represent and warrant that You have the authority to enter into an agreement to arbitrate in accordance with this clause and any applicable law.
- d. If You are a resident of or Your registered office is located in the United States of America or Puerto Rico, any dispute arising out of this Agreement, or the breach thereof, shall be governed as set forth in Attachment 1 (Dispute Resolution in the U.S. and Puerto Rico) attached hereto.
- e. To the fullest extent permitted by applicable law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation You have received has been provided solely for Your convenience. To the fullest extent permitted by applicable law, all correspondence and communications between You and UPS under this Agreement must be in the English language. In the event You have entered into this Agreement by means of the Internet display of a translated version of this Agreement in a language other than U.S. English, You may view the U.S. English language version of this Agreement by accessing <https://www.ups.com/us/en/help-center/legal-terms-conditions/technology-agreement.page>.
- f. Notwithstanding any other term of this Agreement, dispute resolution provisions contained in any agreement You have entered into with a member of the UPS Parties related to UPS Services, including for example, the applicable UPS Terms and Conditions of Carriage/Service, shall govern whenever such provisions are applicable to any claim or controversy.

c. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, Bangladesh, Indonesia or Israel, Section 12.16 shall be appended to the General Terms and Conditions as follows:

“**12.16 Interpretation.** The following rules of interpretation shall apply to this Agreement:

- a. Section and Exhibit headings shall not affect the interpretation of this Agreement.
- b. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- c. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- d. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- e. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates to the English legal term in that jurisdiction.
- f. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, whether before or after the date of this Agreement, and in the case of a reference to a statute is also to all subordinate legislation made under that statute whether before or after the date of this Agreement.

- g. Any words following the terms “including,” “include,” “in particular” or “for example” or any similar phrase shall not limit the generality of the related general words.
- h. Any reference to the word “merchantability” shall also be construed as meaning “satisfactory quality.””

d. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, Bangladesh, Indonesia or Israel, Section 12.17 shall be appended to the General Terms and Conditions as follows:

“**12.17 Third Party Rights**. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.”

e. If You are a resident of or Your registered office is located in one of the Middle Eastern Countries, Bangladesh, Indonesia or Israel, Section 12.18 shall be appended to the General Terms and Conditions as follows:

“**12.18 Anti-Bribery and Anti-Corruption**. You shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 in connection with this Agreement and promptly report to UPS any request or demand for any undue financial or other advantage of any kind received by such party in connection with the performance of this Agreement.”

f. If You are a resident of or Your registered office is located in Indonesia, Section 12.13 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

“**12.13 Entire Agreement; Amendment**. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all (1) prior or contemporaneous representations, understandings and agreements related thereto and (2) any prior versions of the UPS Technology Agreement between UPS and You, all of which are merged in this Agreement. Such merger will not be effective as to Software. The UPS Technology Agreement current at the time You receive a particular version of the Software will govern Your use of such Software version at all times. Any Corporate Technology Agreement between UPS and Customer, whether entered into before or after the date of this Agreement, shall supersede this Agreement. Any UPS Technology Agreement between UPS and You having a version more recent than Version UTA08072018 shall supersede this Agreement. The superseding of any prior agreement shall not abridge UPS’s rights against You as a result of any violation or breach of such prior agreement before the date of this Agreement. A writing with electronic signatures shall not qualify to modify or amend the Agreement.

## Attachment 1

### Dispute Resolution in the U.S. and Puerto Rico

#### **Binding Arbitration of Disputes**

Except as to disputes that qualify for state courts of limited jurisdiction (such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdictions over civil disputes), You and UPS agree that any controversy or claim, whether at law or equity, arising out of or related to this Agreement that arises in whole or in part in the United States or Puerto Rico, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration.

Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an "award." Arbitration provides for more limited discovery than in court, and is subject to limited review by courts. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under the law and must honor the terms and conditions in this Agreement. You and UPS agree that their sole relationship is a contractual one governed by this Agreement.

#### **Institutional Arbitration**

The arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the "AAA Rules"), and judgment on the award may be entered in any court of competent jurisdiction. The AAA Rules, including instructions for how to initiate arbitration, are available at <https://www.adr.org>. The arbitrator shall decide all issues of the case on the basis of the applicable law, not equity. If You initiate arbitration, You must serve UPS's registered agent for service of process, Corporation Service Company, which has locations in every state. Information also can be found on the website of your local Secretary of State.

Any arbitration under this Agreement will take place on an individual basis; class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted. You and UPS each waives the right to trial by jury. You and UPS further waive the ability to participate in a class, mass, consolidated or combined action or arbitration.

#### **Place of Arbitration/Number of Arbitrators/Costs of Arbitration**

Any arbitration will take place in the county where You reside and will be determined by a single arbitrator. Any filing fee or administrative fee required of You by the AAA Rules shall be paid by You to the extent such fee does not exceed the amount of the fee required to commence a similar action in a court that otherwise would have jurisdiction. For all non frivolous complaints, UPS will pay the amount of such fee in excess of that amount. The arbitrator will allocate the administrative costs and arbitral fees consistent with the applicable rules of the AAA. Reasonable attorney's fees and expenses will be allocated or awarded only to the extent such allocation or award is available under applicable law.

All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for a court to decide. The Federal Arbitration Act governs the interpretation and enforcement of this provision.

#### **Severability**

Notwithstanding anything to the contrary in the AAA Rules, if any part of this arbitration provision is deemed invalid or ineffective for any reason, this shall not affect the validity or enforceability of the remainder of this arbitration provision, and the arbitrator shall have the authority to amend any provisions deemed invalid or ineffective to make the same valid and enforceable.

#### **Desk Arbitration**

For all disputes concerning an amount less than fifteen thousand dollars (\$15,000.00), the parties shall submit their arguments and evidence to the arbitrator in writing and the arbitrator shall make an award based only on the documents; no hearing will be held unless the arbitrator in his or her discretion, and upon request of a party, decides it is a necessity to require an in-person hearing. For a dispute governed by the AAA Consumer-Related Disputes Supplementary Procedures, and concerning an award between fifteen thousand dollars (\$15,000.00) and fifty thousand dollars (\$50,000.00), inclusive, UPS shall pay Your filing fee under the AAA Rules, provided that You agree that each party shall submit their arguments and evidence to the arbitrator in writing and that the

arbitrator shall make an award based only on the documents, without a hearing being held. Notwithstanding this provision, the parties may agree to proceed with desk arbitration at any time.

**Access to Small Claims Courts**

All parties shall retain the right to seek adjudication in a state court of limited jurisdiction, such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdiction over civil disputes, for individual disputes within the scope of such court's jurisdiction.

**Acknowledgements**

YOU AND UPS ACKNOWLEDGE AND AGREE THAT EACH PARTY WAIVES THE RIGHT TO:

- (a) HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST YOU, UPS OR RELATED THIRD PARTIES;
- (b) HAVE A COURT, OTHER THAN A STATE COURT OF LIMITED JURISDICTION AS DEFINED ABOVE, RESOLVE ANY DISPUTE ALLEGED AGAINST YOU, UPS OR RELATED THIRD PARTIES;
- (c) HAVE A COURT REVIEW ANY DECISION OR AWARD OF AN ARBITRATOR, WHETHER INTERIM OR FINAL, EXCEPT FOR APPEALS BASED ON THOSE GROUNDS FOR VACATUR EXPRESSLY SET FORTH IN SECTION 10 OF THE FEDERAL ARBITRATION ACT; AND
- (d) SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, JOIN AS A CLASS MEMBER, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS IN ANY CLASS, MASS, CONSOLIDATED OR COMBINED ACTION OR ARBITRATION FILED AGAINST YOU, UPS AND/ OR RELATED THIRD PARTIES.

**Award**

The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless a brief explanation of the reasons is requested by one of the parties. Unless both You and UPS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

**Confidentiality of Arbitration**

Notwithstanding anything to the contrary in the AAA Rules, UPS and You agree that the filing of arbitration, the arbitration proceeding, any documents exchanged or produced during the arbitration proceeding, any briefs or other documents prepared for the arbitration, and the arbitral award shall all be kept fully confidential and shall not be disclosed to any other party, except to the extent necessary to enforce this arbitration provision, arbitral award or other rights of the parties, or as required by law or court order. This confidentiality provision does not foreclose the AAA from reporting certain consumer arbitration case information as required by state law.

## End User Rights

### Version EUR 27012019A

These End User Rights are part of the UPS Technology Agreement (“UTA”) between You and UPS comprising (1) the [General Terms and Conditions](#) (including [Exhibit A](#) and [Exhibit B](#)); (2) these End User Rights (including attached [Exhibit A](#) (Definitions)), [Exhibit B](#) (UPS Technology), and [Exhibit C](#) (Permitted Territory)); and (3) the documentation referenced in any of the foregoing, which are all incorporated by reference. You accepted the entire UTA by “clickthrough” of the General Terms and Conditions or by accessing and/or using the UPS Technology after receiving email notification of changes to the General Terms and Conditions. The General Terms and Conditions comprise rights and responsibilities related to Your use of all UPS Technology.

These End User Rights are set up to guide You through those terms and conditions that apply to each UPS Technology You may use. The End User Rights contain some sections that apply to Your use of more than one UPS Technology (e.g., End User Rights [Article 1](#)) and sections dedicated to a single UPS Technology (e.g., End User Rights [Section 2.2\(c\)](#)). To determine Your rights and obligations with regard to Your use of any UPS Technology, You should first determine which UPS Technology You desire to use, and then locate the section of Article 2 of the End User Rights for the selected UPS Technology to find a list of operative sections in this Agreement that apply to such desired UPS Technology. For example, as set forth in End User Rights Section 2.2(c), the following sections govern Your access to and use of UPS CampusShip technology: the General Terms and Conditions, all of End User Rights Article 1 except [Section 1.4](#), and End User Rights [Sections 2.2\(c\)](#) and [2.6\(g\)](#).

Unless specified below 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 described in End User Rights [Section 2.1\(c\)\(v\)](#) and [\(x\)](#); [Section 2.2\(a\)](#) and [\(c\)](#) and [Section 2.6\(a\)](#) and [\(b\)](#)). 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 a member of the UPS Parties related to such UPS services, including for example, the applicable UPS Terms and Conditions of Carriage/Service.

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## ARTICLE 1 - GENERAL RIGHTS AND RESTRICTIONS

### 1.1 Information Access and Use.

(a) Access. Subject to compliance with the terms and conditions of this Agreement, You may access the UPS Technology to obtain 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 the Information.

(b) General Restrictions on Information.

(i) *Information.*

(1) *Use.* Subject to the permitted disclosures in End User Rights Section 1.1(b)(i)(2), You may use Information (excluding Service Provider Information and 3PL Information) for Your own Internal Purposes associated with (x) shipping for Your own benefit, (y) instructing a supplier to ship for Your benefit, or (z) 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) to provide delivery information to Your customers, (C) in the operation of Your customer support service centers and (D) to make payments of UPS invoices. In no event shall Information be used to support any business primarily directed to offering transportation services or transportation information services to third parties. 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. For further information on the procedures and data required for service refunds, please consult the [UPS Terms and Conditions of Carriage/Service](#) for the country or territory of origin of a Tendered Shipment in effect at the time of tendering the Tendered Shipment.

(2) *Disclosure.* You may only 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 use, and all other Persons who are recipients pursuant to this sentence agree to use, the Information in accordance with all restrictions of this Agreement. Certain UPS Technologies employ challenge questions to restrict access to that UPS Technology, and Information obtained from one UPS Technology may serve as the response to a challenge question for a different UPS Technology. With access to UPS Technologies, Persons may be able to obtain additional information about Your shipments and make changes to the services You receive from UPS. It is Your responsibility to limit access to Information received from UPS Technologies so that Persons, including Your employees, cannot access UPS Technologies You do not intend or desire for them to access. You are solely responsible for any use of Information or UPS Technology by Persons You permit to access Information or UPS Technology, including Your employees. In addition, You may distribute, or direct UPS to distribute, Information to a Service Provider if (1) 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 handling, use and storage of the Information consistent with End User Rights Section 1.1(b)(iii) and (2) such Service Provider has been approved by UPS in writing. In addition to the foregoing, You agree to remain fully responsible to UPS for each Service Provider’s compliance with the agreement between You and the Service Provider described in the previous sentence and the Service Provider’s compliance pursuant to End User Rights Section 1.1(b)(iii) in any UPS Technology Agreement between UPS and such Service Provider. You shall remain fully liable to UPS for any acts of a Service Provider, which, if such acts were taken by You, would have been in violation of this Agreement.

(3) *Disclaimer.* Without limiting the generality of any disclaimers in this Agreement, UPS does not warrant that use of the 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.

(ii) *3PL Information.*

(1) *Use of 3PL Information.* Customer may only use 3PL Information associated with a UPS Customers of 3PL Services for the shipping cycle of that UPS Customers of 3PL Services' 3PL Shipments by determining the service-level and other information needed to manifest such 3PL Shipments, manifesting and tendering such 3PL Shipments to UPSI, tracking a 3PL Shipment for the benefit of the UPS Customers of 3PL Services and its customer associate with such 3PL Shipment, confirming the delivery of such 3PL Shipments, and paying UPSI fees charged for shipping such 3PL Shipments. The foregoing includes the right for Customer to use 3PL Information associated with a UPS Customers of 3PL Services: (A) to provide package status information only to the UPS Customers of 3PL Services and to the customer of the UPS Customers of 3PL Services associated with the 3PL Information, (B) to provide customer support services only to the UPS Customers of 3PL Services and to the customer of the UPS Customers of 3PL Services associated with the 3PL Information, and (C) to make payments of invoices for shipping accounts assigned to the UPS Customers of 3PL Services by UPSI that Customer uses in performing the 3PL Purposes, but only to the extent any shipment is manifested by Customer. For clarity, but without being exhaustive of all prohibited uses, Customer may not (I) compare 3PL Information associated with any UPS Customer of 3PL Services and/or any customers of UPS Customers of 3PL Services between or among such Persons for any reason, (II) use 3PL Information to assist in GSR determination, calculation or submission, (III) use 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 3PL Information (e.g., service and financial performance analytics services). As an exception to End User Rights Section 1.1(b)(ii)(1)(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 Customers 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 1.1(b)(ii)(1).

(2) *Disclosure and Storage of 3PL Information.* You agree (A) to disclose 3PL Information only to the UPS Customers of 3PL Services associated with such 3PL Information and the customer of the UPS Customers of 3PL Services associated with such 3PL Information; (B) to store 3PL Information for each UPS Customers of 3PL Services separately and not commingle or combine such 3PL Information with any other data, whether in electronic form or otherwise; and (C) to have in place appropriate technical, physical and organizational measures to protect such 3PL Information against accidental or unlawful destruction or loss, alteration, unauthorized disclosure, processing, or access.

(3) *Deletion of 3PL Information.* You must destroy 3PL Information associated with a UPS Customers of 3PL Services at the earliest occurrence of the following: (A) You no longer perform the 3PL Purposes for the UPS Customers of 3PL Services, (B) the UPS Customers of 3PL Services is no longer authorized to access the 3PL Information, and (C) fifteen (15) months after its receipt.

(4) *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 3PL Information other than consistent with applicable restrictions under this Agreement, including unauthorized access to such 3PL Information by third parties.

(iii) *Service Provider Information.*

(1) *Use, Disclosure and Storage of Service Provider Information.* You agree: (A) to use Service Provider Information solely for the benefit of the UPS customer associated with such Information (I) to establish delivery dates, (II) to provide delivery information to customers of the UPS customer associated with such Information, (III) in the operation of service centers to support the customers of the UPS customer associated with such Information, and (IV) to make payments of UPS invoices, and then only consistent with all other restrictions of this Agreement; (B) to disclose Service Information only to the UPS customer associated with such Information and to that UPS customer's customers; (C) to store Service Provider Information for each UPS customer you support separately and not commingle or combine such Service Provider Information with any other data, whether in electronic form or otherwise; and (D) to have in place appropriate technical, physical and organizational measures to protect such Service Provider Information against accidental or unlawful destruction or loss, alteration, unauthorized disclosure, processing, or access.

(2) *Additional Restriction on Use of Service Provider Information.* You must not use Service Provider Information (A) identifying a third party, including but not limited to any signature data included in the Information, except for tracking a package and verifying its delivery, (B) for 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 (C) for the purpose of obtaining 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.

(3) *Additional Restriction on Storage of Service Provider Information.* When storing Service Provider Information pursuant to Section 1.1(b)(iii)(1)(C), You may not store any such Information that comprises a digitized signature image.

(4) *Deletion of Service Provider Information.* You must destroy Service Provider Information associated with a UPS customer at the earliest occurrence of the following: (A) Your services as a Service Provider to the UPS customer concludes, (B) the UPS customer is no longer authorized to access the Service Provider Information, (C) all access keys for the UPS customer are disabled or non-functioning, and (D) thirteen (13) months after its receipt.

(5) *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 Information other than consistent with applicable restrictions under this Agreement, including unauthorized access to such Service Provider Information by third parties.

(iv) *Customer Specific Information.*

(1) *Negotiated Rate Information.* UPS Technology 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"). Negotiated Rate Information is Information and therefore as such the Confidential Information of the UPS Parties. Notwithstanding End User Rights Section 1.1(b)(i)-(iii), 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 Service Provider or an Affiliate of Yours and then only consistent with End User Rights Section 1.1(b)(i)-(iii). 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.

(2) *Reference Rates.* You acknowledge and agree that actual shipping charges invoiced by the UPS Parties may differ from rates provided as Information by the UPS Technology, even when the UPS Technology 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.

(c) Messaging. Certain UPS Technology provides 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.

(d) Address Matching.

(i) *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 services or through associating a LID with a shipment. You warrant that such 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 the UPS Parties to the address You provide. You acknowledge and agree UPS Technology (1) may not identify and report all shipments in the UPSI shipping system destined for 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 associated with a LID as intended for delivery to the address You provide or associated with the LID, 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 such shipment. Shipments identified under subsections (2) and (3) above shall be referred to hereafter as "Misdirected Inbound Shipments". Information available to an unaffiliated third party through UPS Technology concerning 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.

(ii) *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.

(e) Digitized Signature Images and POD Letters. Information may include digitized signature images. Digitized signature images, other than as part of a POD Letter, may not be stored, distributed to any third party, copied or modified. Each POD Letter generated or developed as the result of using or access to UPS Technology may be copied and stored in a non-editable electronic format or a physical, printed format, whether or not it includes a digitized signature. You may distribute a POD Letter, whether or not it includes a digitized signature, to a third party in either electronic or non-electronic format solely to provide proof of delivery to such third party for goods shipped via the shipment referenced in the POD Letter, provided such third party agrees not to distribute to any other party, copy or modify the POD Letter. Each POD Letter may only be stored for eighteen (18) months after the date of delivery of the shipment referenced in the POD Letter, whether or not it includes a digitized signature. Without the prior express written consent of UPS (which consent is not provided in this Agreement), no POD Letter or digitized signature image provided by the UPS Technology may be used for any purpose not expressly permitted by this End User Rights Section 1.1(e). 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 (i) the use or distribution of a POD Letter, whether or not it includes a digitized signature, or any portion thereof, by any third party directly or indirectly obtaining such POD Letter, or portion thereof, from You, or (ii) a breach of this End User Rights Section 1.1(e) by You.

(f) Restriction Specific to Time in Transit™ Datafile.

(i) Subject to the terms and conditions contained in the Agreement and provided UPS provides to You a Time in Transit™ Datafile ("TNT Datafile") through a UPS Technology set forth in the End User Rights Section 2.5, 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 pursuant to this Agreement 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. The parties acknowledge that a TNT Datafile may have been modified by UPS to eliminate data pertaining to originating zip codes that do not correspond to Your shipping locations.

(ii) All data of a TNT Datafile will be deemed Information and subject to all restrictions on Information in this Agreement, provided if any conflict arise hereunder between the rights granted and restrictions set forth in this End User Rights Section 1.1(f) and other rights granted and restrictions on TNT Datafiles as Information under any other Section of this Agreement, this End User Rights Section 1.1(f) will control.

(iii) In addition to the license set forth in End User Rights Section 1.1(b), You may make the TNT Datafile accessible to Your employees in the country or territory associated with the origin(s) in a TNT Datafile through an intranet or local area network for the sole purpose of calculating the estimated price and time of delivery of Tendered Shipments. You shall ensure that no copies of a TNT Datafile are exported outside the U.S. or are accessed by computers outside the U.S.

(iv) UPS may provide You with an updated copy of a TNT Datafile from time to time. Certain updates may only be available for an additional charge. You shall 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.

(v) 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 UPS's shipping services. Any such guarantees or other arrangements with respect to package movement and issues associated therewith are governed under Your shipping agreement with UPSI, if any, and the applicable UPS Rate and Service Guide and UPS Terms and Conditions of Carriage/Service in effect at the time of shipment.

(vi) 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, an Affiliate of UPS, including comparisons within the same screen display, window, or browser, and automatic rules-based comparisons.

(vii) 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.

(viii) 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.

(ix) Notwithstanding anything else to the contrary in this Agreement and solely as expressly provided in this Section 1.1(f)(ix), the rights and licenses granted under this Agreement with respect to a TNT Datafile are not transferable or assignable, in whole or in part, without the prior written consent of UPS.

(x) 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.**

(g) 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 and You acknowledge that UPS may use such PLD Email Address in accordance with the UPS Privacy Notice in effect at the time of shipping or as otherwise permitted by law. 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.

(h) 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 the terms and restrictions of End User Rights Section 1.1. 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 will provide 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.

## **1.2 Access to and Use of UPS Materials.**

(a) Access in Compliance with Law. You agree to access and use UPS Materials only in strict compliance with all applicable laws, rulings and regulations. You may not use or access UPS Materials in any way that, in UPS's reasonable judgment, adversely affects the performance or function of UPS Technology or interferes with the ability of others to access UPS Technology. Any access to or use of the UPS Materials that is inconsistent with the terms of this Agreement is unauthorized and strictly prohibited without the express prior written consent of UPS.

(b) Third Party Service. You may access UPS Technology through a hosted third party service ("Third Party Service"). In connection with use of the Third Party Service, (i) You may provide information to the Person hosting the Third Party Service ("Host") that identifies You as well as non-identifying information; or (ii) information (including, without limitation, IP addresses or device IDs You use to access the Third Party Service) may be collected and/or aggregated by Host through the use of automated means (collectively, "Your Information"). You explicitly agree and, to the extent required by applicable law for UPS's provision of the UPS Technology hereunder, you explicitly consent that Host may share Your Information and Security Elements issued to You with UPS and that UPS may utilize Your Information and Security Elements issued to You (i) in connection with Your transactions presented to UPS through the Third Party Service, and (ii) in any manner consistent with the UPS Privacy Notice as if You provided Your Information and Security Elements issued to You directly to UPS. You furthermore agree that UPS may provide to Host any and all information concerning Your transactions presented to UPS through the Third Party Service for its own use and distribution in order for Host to provide the Third Party Service to You.

(c) 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 DATA 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.

(d) Internet.

(i) Internet Reliance. You acknowledge that the UPS Technology provides functionality 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 (X) YOUR IMPROPER OR INCORRECT USE OF THE INTERNET; (Y) YOUR RELIANCE ON ANY CONTENT, GOODS OR SERVICES AVAILABLE THROUGH THE INTERNET; OR (Z) YOUR INABILITY TO ACCESS THE UPS

SYSTEMS, HOSTED UPS TECHNOLOGY OR THE INTERNET OR ANY OF ITS WEB SITES. You also acknowledge that Your use of the UPS Technology may incur third party telecommunication or other connection charges for which You are solely responsible. No party will be responsible for any Damages resulting from a party's inability to receive or transmit to the UPS Systems Information or other data related to Tendered Shipments if caused by any reason beyond the reasonable control of any party, including without limitation, any occurrence of any act of God, strike, industrial disturbance, act of terrorism, fire, electrical failure, major computer hardware or software failure, equipment delivery delay or act of a third party.

(ii) 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 hosted 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 hosted 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) Cookies and UPS Websites.

(i) Cookies are small text files that a Web site can send to Your browser for storage on the hard drive. Cookies can make the use of the Web easier by saving and administering status, application preferences and other user information. Most browsers are initially set to accept cookies but You can change the setting to refuse cookies or to be alerted when cookies are being sent. For instructions on how to change cookie settings, look in the "Help" menu on Your browser. Although refusal of cookies will not interfere with Your ability to interact with the UPS Web Sites, You will need to accept cookies in order to use certain UPS Technology provided at the UPS Web Sites (for example, UPS.com Shipping).

(ii) UPS uses cookies (sometimes in conjunction with other technology such as Web beacons) (1) to keep track of and administer Your status, preferences, business information and other information provided by You, (2) for security purposes, (3) to understand visitor usage on the UPS Web Sites on an anonymous basis, and (4) to evaluate the effectiveness of certain advertising efforts.

(iii) Other than cookies used in connection with registered users of a UPS Web Site or used to transfer information from one application to another on one or more of the UPS Web Sites, information collected by cookies and Web beacons used in connection with the UPS Web Sites is not used by UPS to identify an individual. UPS.com cookies are placed every time You log into UPS.com and are available for that session only. Cookies used to transfer information from one application to another are available only in the session of that transfer. Other cookies are stored indefinitely on Your hard drive.

### **1.3 Information Warranty; Information Use.**

(a) Warranty. You represent and warrant that (i) You have the right to provide the information You transfer to UPS through UPS Technology, (ii) any information You provide to UPS about Yourself through the UPS Technology 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 as contemplated by such UPS Technology and by the current Privacy Notice, 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 further represent and warrant that You have a bona fide interest in Information You receive through the UPS Technology and shipments associated with such Information. You acknowledge that all

information You transfer to UPS through the UPS Technology will be used by the UPS Parties to provide services related to the UPS Technologies consistent with the UPS Privacy Notice in force at the time of the submission. If You provide any information that is untrue, inaccurate, incomplete or that becomes untrue, inaccurate or incomplete or UPS has reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, UPS has the right to suspend or terminate Your right to access and use any or all UPS Technology. 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) Information Use. You hereby authorize and appoint UPS, 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 any or all of the subsidiaries and/or divisions of United Parcel Service, Inc. (cumulatively, "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.

#### **1.4 General Software Terms and Conditions.**

The following terms and conditions govern Your use of all Software UPS distributes to You.

(a) Limited License. Subject to the terms and conditions of this Agreement, including, without limitation, General Terms and Conditions Section 2, upon UPS providing Software to You, You may install and use the Software in object code format only and the Software may only be used on computers owned, leased or otherwise controlled by You. You acknowledge that UPS grants You no other rights to the Software other than the rights specifically provided herein. You hereby agree and acknowledge that during installation the Software may (1) identify and use the particular operating system and operating system settings of the hardware upon which the Software is loaded and (2) access Your confidential and proprietary information and/or interface with certain of Your databases, and You hereby consent to such identification, access, use and/or interface.

(b) Geographic Restriction. The Software may not be used or accessed from the Restricted Territory.

(c) Reverse Engineering. Customer may not reverse engineer the Software and shall not knowingly circumvent or defeat (or attempt to circumvent or defeat) any technological measures implemented by UPS to protect the copyright, trade secrets or other intellectual property rights subsisting in the Software. Notwithstanding the foregoing and without limiting the generality of General Terms and Conditions Section 2.2, in those jurisdictions where law grants You rights to translate, decompile, reverse engineer, disassemble the Software that You cannot waive, You may exercise such rights to translate, decompile, reverse engineer, disassemble only to the extent necessary to achieve interoperability of the Software with an independently created program, but solely in the event that the information necessary to achieve interoperability has not been made available to You by UPS within a reasonable time upon Your written request. Such decompilation shall be restricted to the parts of the Software that are necessary to achieve interoperability.

(d) Subcontractors. You may employ a subcontractor, at Your sole expense, to install the Software, so long as (1) You enter into an agreement with such subcontractor requiring the subcontractor's compliance with this Agreement, (2) such subcontractor is not a UPS Competitor, (3) You remain fully responsible to UPS for such subcontractor's compliance with this Agreement, and (4) nothing contained in any agreement between You and the subcontractor shall bind UPS.

(e) Termination. Your license in any Software shall terminate upon the earlier of expiration or termination of this Agreement or termination of Your right to use the UPS Technology associated with Software (e.g., cancellation or deletion of Your System Account or Security Elements necessary to access the Software terminates Your right to use the Software; termination of Your right to use UPS CampusShip technology also terminates Your right to use the Software known as Scheduled Import Tool). 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.

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

(g) U.S. Government End Users. The 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 this Agreement may be incorporated, all government end users acquire the Software with only those rights set forth in this Agreement. Use of the Software constitutes agreement by the government that the 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 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.

(h) 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 trouble-shooting 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 worldshpreqt@ups.com (or contact Your account representative) and UPS will remotely disable this functionality for that installed instance of **UPS WorldShip software**.

(i) Responsibility. YOU AGREE TO BE 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 AUTHORIZED BY YOU OR NOT.

## **1.5 General Terms and Conditions for Shipping.**

(a) 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 contract for the UPS Account used.

(b) Free Circulation and Stopping Places. Tendered Shipments manifested through the UPS Technology must be goods in Free Circulation. The term Free Circulation means (1) goods having an origin in the same country or territory where transportation of the goods begins and ends, or (2) goods having an origin in another country or territory, but which clear customs in the country or territory where the transportation of the goods begins and ends.

(c) Use of LID. You acknowledge that You may be asked by other UPS customers to include a LID in the PLD package information for a Tendered Shipment. The LID allows UPS customers to participate in certain UPS Visibility Services (e.g. tracking of Inbound Shipments through Quantum View Data). You further



acknowledge that if You choose to include the LID in Your PLD records, UPS may, as part of providing the UPS Visibility Services, distribute to the UPS customer supplying the LID or a third party, both at the request of such UPS customer, the information of such PLD records, and that the recipient may use and further distribute such information to other Persons.

(d) 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.

(e) Completion of a Shipping Transaction. You agree that Your credit card or UPS Account may be charged for the 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 the UPS Parties.

(f) 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.

(g) Information for Shipments.

(i) *General.* 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 incomplete, improper, incorrect or false statement provided by You in connection with the Tendered Shipments manifested through the UPS Technology. You remain solely responsible for compliance with labeling and marking requirements under applicable law including without limitation designation of origin, for all Tendered Shipments manifested through the UPS Technology, including without limitation, the individual packages of consolidated shipments, even if the UPS Parties perform labeling services for Tendered Shipments manifested through the UPS Technology.

(ii) *International.* You must provide required information and documentation for export control, census reporting and/or customs clearance when a Tendered Shipment is manifested through the UPS Technology. By providing required information and documentation to UPS, You certify that all statements and information relating to the exportation and importation of Tendered Shipments manifested through the UPS Technology are true and correct and, consistent with General Terms and Conditions Sections 12.9 and 12.10. Furthermore, You understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false, misleading or fraudulent statements, or for the violation of U.S. export control, census reporting, and customs laws, including without limitation 13 U.S.C. Section 305, 22 U.S.C. Section 2778, 50 U.S.C. App. 2410, and 15 U.S.C. Section 1125. If You are the importer of record for any shipment, You authorize the UPS Parties to disclose information about the shipment originating with a national or transnational customs service to any Person having a bona fide interest in the shipment.

(h) Residential/Commercial Address Determination. UPS applies a surcharge to shipments destined for addresses determined to be residential by UPS as described in the UPS Terms and Conditions of Carriage/Service. UPS Technology may return an indicator as to whether a ship-to address is considered "residential" or "commercial" which can impact the estimated charges displayed by the UPS Technology. This indicator provided by the UPS Technology is provisional. You acknowledge that final determination of a residential surcharge to a shipment is made by UPS on the invoice for the shipment and that this final determination may lead to a difference between the charges for a shipment as invoiced and the estimated charges displayed by the UPS Technology.

## **1.6 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.

## **1.7 Beta Technology.**

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 sections 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 sections of this Agreement that apply to Your use of the Beta Technology. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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 1.7, this End User Rights Section 1.7 shall control.

(a) **Confidentiality.** You shall (a) keep and maintain (i) the existence, features, operation, security, performance, assessment, evaluation, capabilities and content of the Beta Technology; (ii) Your comments, questions and suggestions related to the Beta Technology; and (iii) 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; (b) prevent any third party from obtaining access to or using the Beta Technology without UPS's prior written approval; and (c) 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 (x) already possess without obligation of confidentiality, (y) develop independently, or (z) rightfully receive without obligation of confidentiality from a third party, each as demonstrated by Your contemporaneous written records. In addition, You will have no obligation of confidentiality for any Beta Technology that becomes public knowledge without a breach of this Agreement or any other agreement with UPS.

(b) **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 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.

(c) **Defects and Errors.** CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) BETA TECHNOLOGY MAY CONTAIN DEFECTS AND ERRORS AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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 THAT 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.

(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.

## ARTICLE 2 - UPS TECHNOLOGY SPECIFIC TERMS

The rights and restrictions provided under End User Rights Article 2 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 the UPS Technology identified in End User Rights Article 2, please review the rights and restrictions applicable for use of and access to that UPS Technology.

### 2.1 UPS Developer Kit API.

End User Rights Section 2.1 provides specific terms and conditions for access to and use of the UPS Technology known as the **UPS Developer Kit API**.

There are two methods by which You may receive access to the **UPS Developer Kit API**.

If You receive API Technical Documentation and the required Security Elements from UPS, You are licensed to develop Application(s) that incorporate the **UPS Developer Kit API** and to use such Application(s) solely for Your Internal Purposes subject to and consistent with the restrictions included in those Sections of this Agreement specified in End User Rights Section 2.1(c) for the specific UPS Developer Kit APIs You incorporate into the Application(s). For clarity, the license of this paragraph does not provide for the right to authorize or allow third parties to use the Application(s) or for Your use of the Application(s) for the benefit of a third party.

If You receive access to the **UPS Developer Kit API** as part of a Third Party Solution, (i) You will not receive API Technical Documentation and have no right to develop or distribute an Application, and (ii) those Sections of this Agreement specified in End User Rights Section 2.1(c) for the specific UPS Developer Kit API(s) You access and use through the Third Party Solution apply to such access and use.

#### (a) Development Terms and Conditions.

(i) *Consent to Use API Technical Documentation.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in the UPS Technology, UPS hereby permits and consents to Your use during the Term of API Technical Documentation for a **UPS Developer Kit API** in the Permitted Territory for such **UPS Developer Kit API** for the sole purpose of developing the Interfaces and incorporating the Interfaces into the Application pursuant to the instructions and restrictions in this Agreement and the API Technical Documentation. You will not be able to use any UPS Developer Kit API that is a Premium API in a production environment until You submit such Application to UPS for testing, and UPS has reviewed and provided written approval of the Application, including such UPS Developer Kit API. Such approval shall be provided or withheld at UPS's sole discretion.

(ii) *Subcontractors.* You may employ a subcontractor, at Your sole expense, to develop Interfaces and provide such subcontractor access to the API Technical Documentation solely for the purpose of incorporating such Interfaces into the Application, so long as (1) You enter into an agreement with such subcontractor requiring the subcontractor's compliance with those portions of this Agreement applicable to the subject of UPS Developer Kit APIs, including without limitation the restrictions on disclosure of the API Technical Documentation and Information, (2) You remain fully responsible to UPS for such subcontractor's compliance with those portions of this Agreement applicable to the subject of UPS Developer Kit APIs; and (3) nothing contained in any agreement between You and the subcontractor shall bind UPS. The Interfaces developed or provided by a subcontractor pursuant to End User Rights Section 2.1(a)(ii) must be developed solely for the Application and must not be a standardized product marketed generally to the public by the subcontractor.

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

(iv) *Consent to Limited Use of UPS Mark.* For purposes of this Section 2.1(a)(iv), the term "Application" does not include any UPS Access Point Application (See End User Rights Section 2.7(a), (b) and (c)). Subject to compliance with the terms and conditions of this Agreement, UPS hereby permits and consents

to the use by You of the UPS Mark in the Application solely in the manner described in this End User Rights Section 2.1(a)(iv) and any API Technical Documentation You receive from UPS. This permission and consent by UPS is limited, revocable, non-exclusive and non-transferable. Subject to End User Rights Section 2.1(a)(vii) hereof, UPS may revoke its permission and consent to the use of the UPS Mark at any time with or without cause upon ninety (90) days' written notice to You. Upon termination of Your right to use the API Technical Documentation pursuant to End User Rights Section 2.1(a)(i), this permission and consent to use the UPS Mark shall be revoked.

You agree and acknowledge: (1) that UPS owns all right, title and interest in and to the UPS Mark and all associated goodwill, and (2) that Your use of the UPS Mark and all use by a subcontractor pursuant to End User Rights Section 2.1(a)(ii) will and does inure to the benefit of UPS. Further, You shall not adopt, use, or register any corporate name, trade name, domain name, trademark, service mark, certification mark or other designation similar to, or containing in whole or in part, the UPS Mark. UPS shall have the sole right to and in its sole discretion may commence, prosecute or defend and control any action concerning the UPS Mark. You shall cooperate with UPS in enforcing UPS's rights identified in this subsection.

You agree to maintain the quality of the Application and Your use of the UPS Mark at a level that meets or exceeds standards of quality and performance generally accepted in the industry. You shall fully correct and remedy any deficiencies in Your use of the UPS Mark and conformance to the requirements of this End User Rights Section 2.1(a)(iv) upon reasonable notice from UPS. Upon fifteen (15) days prior written notice, UPS may carry out an audit, at a mutually agreeable date and time, at Your facility by UPS or its designee, to ensure Your use of the UPS Mark is compliant with the terms and restrictions of this Agreement. You agree to permit authorized representatives of UPS to inspect and examine, during business hours upon reasonable notice, Your use of the UPS Mark, at any time, so as to determine whether Your Use of the UPS Mark is compliant with this Agreement. UPS shall advise You of any discrepancies in the required quality or adherence, and You, upon receipt of such notification, hereby agree to promptly correct any discrepancies to the satisfaction of UPS. You agree to bear the reasonable costs of such inspection or as mutually agreed upon by You and UPS.

All screens or forms generated by the Application that include Information and are intended to be viewed by Persons other than Customer and its employees will include (1) the UPS Mark positioned in reasonable proximity to the Information and of an appropriate size to readily identify the source of the Information as UPS and (2) the following language at the bottom of every screen that displays the UPS Mark: "UPS, the UPS trademark, and the Color Brown are trademarks of United Parcel Service of America, Inc. All Rights Reserved". Except as set forth in the preceding sentence, You have no right to use the UPS Mark or any other UPS Intellectual Property without the prior written approval of UPS Legal Department. Specifically:

- The UPS Mark may not be used in any manner that expresses or might imply UPS's affiliation, sponsorship, endorsement, certification or approval. Your use of the UPS Mark shall only be in a manner that makes accurate references to UPS and UPS's services.
- You may not use the UPS Mark in any way that, in UPS's judgment, diminishes or otherwise damages the goodwill of UPS, including as represented by and in the UPS Mark. You may not use the UPS Mark in connection with any product or service that infringes any intellectual property rights of UPS or third parties or violates any national, provincial, state, federal or international law, regulation or ruling or is harmful to UPS's reputation or business.
- You shall not use the UPS Mark in association with any third party trademarks in a manner that might suggest co-branding or otherwise create potential confusion as to source or sponsorship of the Application, or ownership of the UPS Mark.
- The UPS Mark shall be used only as provided by UPS electronically or in hard copy form. The UPS Mark may not be added to or altered in any manner, including proportions, colors, elements, etc., or animated, morphed or otherwise distorted in perspective or dimensional appearance.
- The UPS Mark may not be combined with any other symbols, including words, logos, icons, graphics, photos, slogans, numbers or other design elements. A minimum amount of empty space must surround the UPS Mark separating it from any other object, such as type,

photography, borders, edges, etc. The required area of empty space around the UPS Mark must be  $1/3x$ , where  $x$  equals the height of the layout of the UPS Mark used.

- The rights granted to licensees under Section 26 of the Australian Trade Marks Act of 1995 (Commonwealth) and Section 38 of the South Africa Trade Marks Act 1993 are specifically excluded.

(v) *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 compatibility with the API Technical Documentation, UPS Systems and Your compliance with the terms of this Agreement. If UPS determines the Application is not compatible with the UPS Systems or does not comply with this Agreement or the API Technical Documentation, You shall make any changes to the Interfaces requested by UPS and UPS may further request that You prevent access to and use of the Application until such time as UPS has provided You a written statement that the Application is compatible with the UPS Systems and in compliance with the terms of this Agreement and the API Technical Documentation.

(vi) *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. You shall promptly notify UPS of any defects or malfunctions in the UPS Materials of which it learns from any source.

(vii) *Termination.* If You (A) distribute Applications to a third party, other than as authorized in End User Rights Section 2.1(b)(ii), (B) do not update or confirm Your assigned UPS Account every twelve (12) months, or (C) use the **UPS Developer Kit API** beyond the level of transaction volume authorized in the UPS Terms and Conditions of Carriage/Service, UPS may terminate Your license to the **UPS Developer Kit API** and You shall (1) immediately cease any and all such distribution to any third party (and recall any such distributed Applications) and disable all access to the Interfaces by any third party; (2) provide written notice to each third party that received the Application or access to the Interfaces that distribution by You was without a license by UPS and any use of the Application is unauthorized, the text of such notice to be approved by UPS in advance; and (3) provide to UPS a complete list of all third parties to whom You have distributed or provided access to the Interfaces.

(viii) *Display of Information.* You shall design the Application such that the Application does 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.

(ix) *Tracking Information.* You must conspicuously display the following language, or such other language provided by UPS from time to time, in reasonable proximity to the tracking input and output information screens (which may include in a pop-up or daughter window browser accessed through a hypertext link located in reasonable proximity to the tracking input and output screens pursuant to the requirements of the API Technical Documentation):

“NOTICE: The UPS package tracking systems accessed via this service (the “Tracking Systems”) and tracking information obtained through this service (the “Information”) are the private property of UPS. UPS authorizes You to use the Tracking Systems solely to track shipments tendered by or for You to UPS for delivery and for no other purpose. Without limitation, You are not authorized to make the Information available on any web site or otherwise reproduce, distribute, copy, store, use or sell the Information for commercial gain without the express written consent of UPS. This is a personal service; thus, Your right to use the Tracking Systems or Information is non-assignable. Any access or use that is inconsistent with these terms is unauthorized and strictly prohibited.”

You shall further design the Application such that any Person must be required to affirmatively acknowledge acceptance of the language provided above pursuant to the requirements of the API Technical Documentation before submitting a tracking transaction to the UPS Systems.

(x) *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].”

(xi) *Notices.* You must include in every copy of the Application or the Interfaces which contains the UPS Mark, and in any POD Letters, a prominent reproduction of UPS’s copyright and proprietary notices in a form and format specified by UPS from time to time.

(xii) *Security Elements.* You shall permanently integrate, subject to the terms of this Agreement or unless instructed otherwise by UPS, Security Elements provided by UPS with the Interfaces before any use of such Interfaces to access the UPS Systems.

(xiii) *Prior Agreements.* Notwithstanding General Terms and Conditions [Section 12.12](#), any prior “Limited Release” agreements that You may have entered into with UPS licensing to You the **UPS Street Level Address Validation API** and agreements by You with respect to **UPS Internet Tools**, including without limitation the UPS Logo and Interface License Agreement and UPS Internet Tools Agreement for end users, remain in full force and effect in accord with their terms.

(b) Use Terms and Conditions.

(i) *Access and Use.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use the Standard APIs and approved Premium APIs via (i) an Application for Your Internal Purposes only, and (ii) a Third Party Solution, such as a UPS Ready Solution, for Your Internal Purposes and the 3PL Purposes only, where such Application or Third Party Solution is installed on computers in the Permitted Territory for such Standard APIs and approved Premium APIs or hosted pursuant to End User Rights Section 2.1(b)(ii). In the event You choose to access and use a Third Party Solution hosted by a third party, You acknowledge and agree that the information exchanged with UPS through the Third Party Solution will be disclosed to such third party.

(ii) *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. You may (1) host a Third Party Solution at Your facilities in those countries or territories where UPS has granted the UPS Ready Vendor the right to distribute the Third Party Solution (Consult the licensor of the Third Party Solution for a list of those countries and territories) or (2) contract with a Hosting Provider to host the Third Party Solution at a facility of the Hosting Provider in a country or territory in which the right to distribute the Third Party Solution has been granted (Consult the licensor of the Third Party Solution for a list of those countries and territories).

(iii) *Support and Maintenance.* UPS shall have no obligation to provide any support or maintenance for any Application or Third Party Solution. You should contact the licensor to obtain support for such Third Party Solution.

(iv) *No Right in the UPS Mark.* This End User Rights Section 2.1(b) grants You no rights in and to any mark owned by the UPS Parties, including but not limited to the UPS word mark, UPS Shield Brandmark, and UPS Ready mark (cumulatively the “Global UPS Marks”). For clarity, and in no way limiting the generality of the foregoing, with regard to the Global UPS Marks displayed in a Third Party Solution, You may not alter the display of the UPS Global Marks in any manner, including but not limited to, altering the colorways of the Global UPS Marks, combining the Global UPS Marks with any other mark or symbol, or disassociating the Global UPS Marks from that portion of a display to which they are contextually connected. Any misuse of the Global UPS Marks constitutes a material breach of this Agreement. If the UPS Parties, in their sole discretion, determine that Your use of the Global UPS Marks violates the provisions of this section, the UPS Parties may terminate this Agreement and You must cease any and all use the Global UPS Marks immediately. The rights granted to You under Section 26 of the Australian Trade Marks Act of 1995 (Commonwealth) and Section 38 of the South Africa Trade Marks Act 1993 are specifically excluded.

(v) *Security Elements.* UPS may provide You with Security Elements which will be incorporated into a Third Party Solution. You shall not disclose such Security Elements to any third party except the licensor of the Third Party Solution.

(c) Individual UPS Developer Kit APIs.

(i) *UPS® Tracking API (HTML, XML, and Web Services).*

Access to and use of **UPS® Tracking API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a);1.1(b)(i)-(iii); 1.1(c), (d) and (h);  
1.2(a)-(f); 1.3; 2.1(b);  
and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

(ii) *UPS® Rating API (HTML, XML, and Web Services).*

Access to and use of **UPS® Rating API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2(a)-(f); 1.3; 2.1(b);  
and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

(iii) *UPS® Address Validation API (XML) and UPS Street Level Address Validation API (XML and Web Services).*

Access to and use of **UPS® Address Validation and UPS Street Level Address Validation APIs** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(h); 1.2(a)-(f); 1.3; 1.5(h); 2.1(b);  
2.1(c)(iii);  
and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

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): (1) with respect to a P.O. Box address, or (2) 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.”

(iv) *UPS® Time in Transit API (XML and Web Services).*

Access to and use of **UPS® Time in Transit API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(c), (d) and (h);  
1.2(a)-(f); 1.3; 2.1(b);  
and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

(v) *UPS® Shipping API (XML and Web Services).*

Access to and use of **UPS® Shipping API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a) – (b); (g) and (h); 1.2(a)-(f); 1.3;  
1.5; 2.1(b); 2.1(c)(v); 2.2(h); and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

*Hazardous Materials Functionality.* The **UPS Shipping API** provides access to the **UPS Hazardous Materials Functionality** which facilitates the shipment of certain dangerous goods and hazardous materials. You acknowledge and agree that use of the **UPS Hazardous Materials Functionality** through the **UPS Shipping API** is governed by the terms of End User Rights Section 2.2(h).

*Billing.* All Tendered Shipments manifested through the **UPS Shipping API** must be (1) billed to Your UPS Shipper Number; or (2) charged to a credit card accepted by UPS; or (3) billed to a UPS Account assigned by UPS to the consignee (this payment method also known as freight collect billing); or (4) billed to a UPS Account assigned by UPS to a third party who has authorized You to use such UPS Account for a Tendered Shipment (this payment method also known as third party billing). You may not use a UPS Account which You have not been authorized to use.

(vi) *UPS Signature Tracking™ API (XML and Web Services).*

Access to and use of **UPS Signature Tracking™ API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(c)-(e); 1.1(h);  
1.2(a)-(f); 1.3; 2.1(b);  
and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)



(vii) *UPS Freight™ Shipping API (Web Services).*

Access to and use of **UPS Freight™ Shipping API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2(a)-(f); 1.3; 1.5(a); 1.5(d); 1.5(f)-(g); and 2.1(b); and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

(viii) *UPS Freight™ Rating API (Web Services).*

Access to and use of **UPS Freight™ Rating API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2(a)-(f); 1.3; 2.1(b); and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

(ix) *UPS Freight™ Pickup API (Web Services).*

Access to and use of **UPS Freight™ Pickup API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; and 2.1(b); and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

(x) *UPS® Locator API (XML).*

Access to and use of **UPS® Locator API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; and 2.1(b); and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

The **UPS Locator API** includes the ability to return information on locations where UPS packages can be dropped off for collection by UPS. The **UPS Locator API** also includes the ability to return Information related to UPS Access Point locations, which is governed by End User Rights Section 2.7(a).

(xi) *UPS® File Download for Quantum View™ software (XML).*

Access to and use of **UPS® File Download for Quantum View™ software (XML)** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; and 2.1(b); and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

(xii) *UPS® Pickup (Collection) API (Web Services).*

Access to and use of **UPS® Pickup (Collection) API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; and 2.1(b); and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

(xiii) *UPS Delivery Intercept™ API (Web Services).*

Access to and use of **UPS Delivery Intercept™ API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3-1.4; and 2.1(b); and if the right to develop has been granted by UPS, End User Rights Sections 1.7, 2.1(a) and 2.1(c)(xiii)

*Additional Security Requirements.* 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.

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.

You will at all times during the Term of this Agreement and thereafter, 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.

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.

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 2.1(c)(xiii) 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 2.1(c)(xiii), or (2) following a breach of any restriction on the disclosure of Information in Section 1.1(b)(i)-(iii) 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.

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.

(xiv) *UPS Returns™ on the Web (ROW) API.*

Access to and use of **UPS Returns™ on the Web API**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3;  
1.5;  
2.1(b); 2.1(c)(xiv); and if the right to develop has been granted by UPS,  
End User Rights Sections 1.7 and 2.1(a)

*ROW Agreement.* You acknowledge and agree that UPS will not distribute the ROW Security Elements to You, or permit You to exchange information with the **UPS Returns on the Web API** via the Interfaces, until such time as You and UPS have also entered into the UPS Returns on the Web™ Limited Release Contract Carrier Agreement (“ROW Agreement”). Upon proper execution of the ROW Agreement by UPS and You, UPS permits and consents to You exchanging information with the **UPS Returns on the Web API** via the Interfaces as reasonably needed during the Term and in accordance with the other terms of this Agreement.

*Payment.* You shall pay UPS those amounts set forth in the ROW Agreement and in accordance with each of the terms of the ROW Agreement for use of the **UPS Returns on the Web API** and the UPS Systems as set forth therein.

*UPS Account.* All Tendered Shipments manifested through the **UPS Returns on the Web API** must be billed to Your UPS Account or one of the agreed upon vendor UPS Accounts listed in Attachment A to the ROW Agreement, which such UPS Accounts must correspond to Your physical address or the applicable vendor's UPS daily pick-up service.

(xv) *UPS TradeAbility™ API.*

Access to and use of **UPS TradeAbility™ API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; 2.1(b); 2.6(j); and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

(xvi) *UPS® Electronic Manifest Service.*

Access to and use of **UPS® Electronic Manifest Service** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(g); 1.1(h); 1.2(a)-(f); 1.3; 1.5; 2.1(b); 2.1(c)(xvi); and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

*License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in the UPS Technology, You may access and use the UPS Technology known as **UPS Electronic Manifest Service** in the Permitted Territory to upload PLD for an Outbound Shipment to UPS solely for Your own Internal Purposes. You shall not permit or authorize any third party to use or access **UPS Electronic Manifest Service** via any Interfaces or other software developed by You or any third party.

*Upload Requirements.* You agree that You may only upload PLD to **UPS Electronic 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** 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.

*Smart Labels.* You shall only print Smart Labels from PLD that has been validated in accordance with the subsection entitled “Upload Requirements” above. You may only print one unique Smart Label for a package and each unique Smart Label may only be used in connection with the unique package for which such unique Smart Label was generated. You may not copy, photocopy, reproduce, modify, alter, distribute, transfer, store, sell, lease, transmit or disclose, electronically or otherwise, Smart Labels, to any third party. You may only use Smart Labels in connection with shipments tendered by You to UPS for delivery and for no other purpose.

*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.

*Timing of PLD Upload.* You must transmit to UPS the PLD for any Outbound Shipment manifested through **UPS Electronic Manifest Service** before pickup of those packages by the UPS driver. Any PLD transmitted to UPS through **UPS Electronic Manifest Service** may only be transmitted directly from Your hardware, which hardware must be physically located at Your facilities that are in the Permitted Territory for **UPS Electronic Manifest Service**, and not the facilities of or through any third party except for those third parties acting in the capacity of an ISP or Hosting Provider, and then only to the extent they are acting in that capacity. Any Outbound Shipment manifested through **UPS Electronic Manifest Service** and received by UPS daily pick-

up service must be billed only to a UPS Account and such UPS Account must correspond to the physical address of Your UPS Daily Pick-Up service.

(xvii) *UPS® Promo Discount API.*

Access to and use of **UPS® Promo Discount API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2(a)-(g); 1.3; 1.5; 2.1(b);  
and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

(xviii) *UPS® Account Validation API.*

Access to and use of **UPS® Account Validation API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2(a)-(g); 1.3; 1.5; 2.1(b);  
2.1(c)(xviii) and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

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 End User Rights Section 2.1(c)(xviii) by You.

(xix) *UPS Smart Pickup™ API.*

Access to and use of **UPS Smart Pickup™ API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3;  
and 2.1(b); and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

(xx) *UPS® Open Account API.*

Access to and use of **UPS® Open Account API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(g); 1.3;  
1.5; and 2.1(b)

(xxi) *UPS Paperless™ Document API.*

Access to and use of **UPS Paperless™ Document API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; 2.1(b); 2.1(c)(xxi) and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

You acknowledge that you may only use the **UPS Paperless Document API** after entering into that separate agreement entitled the Paperless Invoice Enrollment Agreement. You further acknowledge that all Tendered Shipments by You using **UPS Paperless Document API** shall be subject to the service description and terms and conditions set forth in the 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 such Tendered Shipment.

(xxii) *UPS® Customer Visibility Interface Solution API (Web Services).*

Access to and use of **UPS® Customer Visibility Interface Solution API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; 2.1(b); 2.1(c)(xxii) and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a) (excluding 2.1(a)(iii))

(xxiii) *UPS® Customized Alert Retail API.*

Access to and use of **UPS® Customized Alert Retail API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; 2.1(b); 2.1(c)(xxiii); 2.3(e) and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

The **UPS Customized Alert Retail API** provides access to the **UPS Customized Alerts Functionality** which facilitates customization of shipping status email, such as QVN messages and UPS My Choice email. You acknowledge and agree that use of the **UPS Customized Alerts Functionality** through the **UPS Customized Alert Retail API** is governed by the terms of End User Rights Section 2.3(e). You agree to submit Your Customized Content using the **UPS Customized Alert Retail API** to the **UPS Customized Alerts Functionality** in accordance with the instructions of the then current API Technical Documentation for the **UPS Customized Alert Retail API**. You shall not permit or authorize any third party to use or access the **UPS Customized Alert Retail API** including via any Interfaces or other software developed by You or any third party.

(xxiv) *UPS Retail Application API.*

Access to and use of **UPS Retail Application API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(c); 1.1 (e)-(f); 1.1(h); 1.2(a)-(f); 1.3; 2.1(a)(except (iv)); 2.1(b); and 2.1(d)(i)

*License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in the UPS Technology, You may access and use the API Technical Documentation for the UPS Technology known as the **UPS Retail Application API** to develop an Interface (“Retail Interface”) in the Permitted Territory for the **UPS Retail Application API**. You may access the **UPS Retail Application API** using the Retail Interface to fulfill Your obligations under a UPS Access Point Location Addendum between You and a member of UPSI by making that Retail Interface available only to the subject UPS Access Point Locations. Your right to access and use the **UPS Retail Application API** exists only as long as You are a party to a UPS Access Point Location Addendum and Ship to Store Addendum with a member of UPSI. You will not commercially use or make available any version of the Retail Interface until UPS has received access, pursuant to End User Rights Section 2.1(a)(v), to such Retail Interface and successfully tested the Retail Interface’s compatibility with the API Technical Documentation for the **UPS Retail Application API**, UPS Systems, and the Agreement.

(xxv) *UPS Returns® Manager API.*

Access to and use of **UPS Returns® Manager API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; 2.1(b); 2.1(c)(xxv); 2.3(f) and if the right to develop has been granted by UPS, End User Rights Sections 1.7 and 2.1(a)

The **UPS Returns Manager API** provides access to the **UPS Returns Manager** which allows You to administer, manage and generate shipping labels to be used with returns for Tendered Shipments. You acknowledge and agree that use of the **UPS Returns Manager** through the **UPS Returns Manager API** is governed by the terms of End User Rights Section 2.3(f). You agree to exchange information with the **UPS Returns Manager API** in accordance with the instructions of the then current API Technical Documentation for the **UPS Returns Manager API**.

(xxvi) *UPS My Choice™ Enrollment API and UPS My Choice™ Eligibility API.*

Access to and use of **UPS My Choice™ Enrollment API** and **UPS My Choice™ Eligibility API** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; 1.7; 2.1(a); 2.1(b); 2.1(c)(xxvi)

*License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in the UPS Technology, You may access and use the UPS Technology known as the **UPS My Choice™ Enrollment API** and the **UPS My Choice™ Eligibility API**, and the My Choice Enrollment Licensed Marks. You shall not permit or authorize any third party to use or access the **UPS My Choice™**

**Enrollment API** and the **UPS My Choice™ Eligibility API** via any Interfaces or other software developed by You or any third party.

*Restrictions.* You will only forward to UPS information for UPS My Choice 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 UPS My Choice 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 UPS My Choice services associated with such My Choice Enrollee as explicitly permitted herein. You hereby acknowledge and agree to UPS’s use of information provided to UPS through the **UPS My Choice Enrollment API** and the **UPS My Choice Eligibility API**, including but not limited to name, address, telephone number, and e-mail address, in connection with the My Choice services and as described in the UPS Privacy Notice.

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.

*My Choice Enrollee Consent and Development Guidelines.* You shall ensure: (i) the Application meets the following requirements; and (ii) You comply with the following retention requirements.

(1) You shall present to My Choice Enrollees a means by which My Choice Enrollees can expressly request enrollment in UPS My Choice services 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 UPS My Choice® services so I can receive package delivery notifications by email. I understand UPS will use data collected by [You] to pre-enroll me in UPS My Choice services 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](http://www.ups.com).” The My Choice Enrollment Consent Notice shall be prefaced by a checkbox that is not pre-selected.

(2) 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.

(3) 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 UPS My Choice services and provide in .CSV format all My Choice Enrollment Assent Records to UPS electronically via Secure FTP at request of UPS within three (3) days of such request.

(4) 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.

(5) You shall provide to UPS a complete copy of the graphical user interface for each screen of the UPS My Choice enrollment process of the Application at request of UPS within three (3) days of such request.

*Audit.* UPS and its auditors (including internal audit staff and external auditors) may no more than twice per calendar year audit Your use of the **UPS My Choice Enrollment API** and the **UPS My Choice Eligibility API** in order to determine compliance with the requirements for pre-enrollments in UPS My Choice services. During each such audit, You shall provide full access to Your premises, personnel, and scripts and training materials pertaining to pre-enrollments in UPS My Choice services. Any audit performed in accordance



with this section will occur during the normal business hours at a time agreed upon by the parties at least five (5) business days in advance of the audit. In the event that any audit results are in UPS's sole discretion unsatisfactory, UPS may suspend or terminate this Agreement upon written notice to You.

*Evidence of My Choice Enrollee's Assent.* 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 UPS My Choice services using all available information.

*Indemnification.* 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 UPS My Choice or (ii) provision to UPS of incorrect information through the **UPS My Choice Enrollment API** and the **UPS My Choice Eligibility API**.

## 2.2 **UPS Shipping Systems Group.**

(a) **UPS WorldShip® software.**

Access to and use of **UPS WorldShip® software**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(d); 1.1(g); 1.1(h); 1.2(a)-(f); 1.3-1.5;  
1.7; 2.2(a); and 2.2(h)

**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** through **UPS WorldShip software** is governed by the terms of End User Rights Section 2.2(h).

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in UPS Technology, You may access and use **UPS WorldShip software**, a UPS Technology and global shipping and tracking software distributed by UPS, for Your Internal Purposes.

(ii) *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").

(iii) *Location of Use.* **UPS WorldShip software** may be installed and 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 UPSI, including without limitation, processing and tracking of such packages, and for no other purpose.

(iv) *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.

(v) *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**.

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

(vii) *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.

(viii) *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.

(ix) *Scales.* In certain countries and territories of the Permitted Territory, **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.

(x) *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.

(xi) *Microsoft® Products.* Microsoft® SQL Server 2014 Express Edition is included in the UPS WorldShip software installation package. If you choose to install and use the UPS WorldShip software, you acknowledge and agree that your use of a distributed copy of Microsoft® SQL Server 2014 Express Edition is governed by the Microsoft Software License Terms found at <https://www.microsoft.com/en-us/download/details.aspx?id=29693>.

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.

(b) UPS® CrossWare software.

Access to and use of **UPS® CrossWare software**  
for Use with **UPS WorldShip® software**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.4; 1.7; and 2.2(b)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in UPS Technology, You may access and use **UPS CrossWare software**, a UPS Technology and middleware that allows certain UPS Technology to communicate with certain other technology, for Your Internal Purposes.

(c) UPS CampusShip™ technology. The following apply to the UPS Technology known as **UPS CampusShip technology**.

Access to and use of **UPS CampusShip™ technology**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1-1.3; 1.5-1.7; 2.2(c); and 2.6(g)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in UPS Technology, provided You have been assigned a **UPS CampusShip technology** System Account:

(1) You may access **UPS CampusShip technology** solely to manifest Tendered Shipments and obtain Information concerning Tendered Shipments manifested by You under a UPS Account through **UPS CampusShip technology** for Your Internal Purposes and, if authorized by Your employer, You as an individual may access **UPS CampusShip technology** to manifest shipments for Your personal non-commercial purposes; and

(2) If You have been designated by the Customer, or by another authorized UPS CampusShip Administrator of Customer, as an administrator (an individual designated in either manner, a “UPS CampusShip Administrator”) for **UPS CampusShip technology**, You may access: (i) the then current administration menu and those related administrative features of **UPS CampusShip technology**, and (ii) Information regarding Customer’s Tendered Shipments made through **UPS CampusShip technology**.

(ii) *Termination.* Your right (as an individual) to access **UPS CampusShip technology** may be terminated at any time by UPS or the Customer, in their sole discretion. In addition, Your employees’ right to access **UPS CampusShip technology** shall terminate automatically upon the expiration or termination of Customer’s right to use **UPS CampusShip technology**.

(iii) *Administrator Rights.* You acknowledge and agree that UPS CampusShip Administrators may designate any other **UPS CampusShip technology** user as a UPS CampusShip Administrator with identical rights as the first UPS CampusShip Administrator. You further agree that You are responsible for the actions of all users accessing **UPS CampusShip technology** on Your behalf and for monitoring and terminating, when appropriate, access to **UPS CampusShip technology** by such users.

(iv) *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 Data for purposes of General Terms and Conditions [Section 12.10](#). Customer assumes 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.

(v) *External Address Book Plug-In/ Thermal Printer Plug-In.* In conjunction with **UPS CampusShip technology**, You are allowed to install and use the External Address Book Plug-In and the Thermal Printer Plug-In on computers in a Permitted Territory.

(vi) *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** (SEE END USER RIGHTS SECTION 2.2(d)) 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.

(vii) *Location Accounts.* Notwithstanding End User Rights [Section 1.2\(b\)](#), 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 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.

(viii) *Scales.* In certain countries and territories of the Permitted Territory, **UPS CampusShip technology** will accept weight information from scales connected to the same computer or computer network from which **UPS CampusShip technology** is accessed. UPS assumes no liability, and expressly disclaims any liability, related to Your use or the accuracy of those scales.

(d) UPS CampusShip™ Scheduled Import Tool.

Access to and use of **UPS CampusShip™ Scheduled Import Tool** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(c); 1.1(h); 1.2(a)-(f);  
1.3-1.4; 1.7; and 2.2(d)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in UPS Technology, You may access and use **UPS CampusShip Scheduled Import Tool**, a UPS Technology that allows automated upload of Customer cost centers designations to **UPS CampusShip technology**, but You may only use it for Your Internal Purposes on computers owned, leased or otherwise controlled by You in the Permitted Territory for **UPS CampusShip technology** and may not be accessed over a network or through a shared environment.

(e) UPS® UPSlink software.

Access to and use of **UPS® UPSlink software**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(g); 1.1(h); 1.2(a),  
(d)(i), (e)-(f); 1.3; 1.4 (a)-(g); 1.5; 2.1(b); and 2.2(e)

(i) *License.* Access to **UPS UPSlink software** can only be obtained by You as part of a UPS Ready Solution. Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in the UPS Technology, You may access and use the UPS Technology known as **UPS UPSlink software** only in those countries and territories where UPS has granted the UPS Ready Vendor the right to distribute the UPS Ready Solution (see Your UPS Ready Vendor for a list of those countries and territories) and only to upload PLD for an Outbound Shipment to UPS solely for Your Internal Purposes and 3PL Purposes. You shall not permit or authorize any third party to use or access **UPS UPSlink software** via any Interfaces or other software developed by You or any third party.

(ii) *Upload Requirements.* 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).

(iii) *Smart Labels.* You shall only print Smart Labels from PLD that has been validated in accordance with the subsection entitled “Upload Requirements” above. You may only print one unique Smart Label for a package and each unique Smart Label may only be used in connection with the unique package for which such unique Smart Label was generated. You may not copy, photocopy, reproduce, modify, alter, distribute, transfer, store, sell, lease, transmit or disclose, electronically or otherwise, Smart Labels to any third party. You may only use Smart Labels in connection with shipments tendered by You to UPS for delivery and for no other purpose.

(iv) *Information Exchange.* You acknowledge that the UPS Ready 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 UPS Ready Solution.

(v) *Timing of PLD Upload.* 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. Any PLD transmitted to UPS through **UPS UPSlink software** may only be transmitted directly from hardware You control, or controlled by the Hosting Provider for the UPS Ready Solution, physically located at facilities located in countries or territories that UPS has granted the UPS Ready Vendor the right to distribute the UPS Ready Solution (see Your UPS Ready Vendor for a list of those countries and territories). Any Outbound Shipment manifested through **UPS UPSlink software** and received by UPS Daily Pick-Up Service must be billed only to Your UPS Account corresponding to the physical address of such UPS Daily Pick-Up service.

(f) UPS® Host Manifest Upload Service.

Access to and use of **UPS® Host Manifest Upload Service**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(g); 1.1(h); 1.2(a)-(f);  
1.3; 1.5; 1.7; and 2.2(f)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Host Manifest Upload Service**, a UPS Technology providing directions to configure electronic data files of PLD and upload those files to UPS at a designated website, for Your Internal Purposes.

(ii) *Upload Requirements.* You agree that You may only upload PLD to **UPS Host Manifest Upload Service** if You (1) 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) before uploading such PLD to **UPS Host Manifest Upload Service**, or (2) have received a written certification from UPS indicating that Your Application has been reviewed and approved by UPS. Such certification is void if Your Application is in any way modified or altered or used in connection with any software which affects the performance of Your Application.

(iii) *Smart Labels.* You shall only print Smart Labels from PLD which has been validated in accordance with End User Rights Section 2.2(f)(ii).

(iv) *Timing of PLD Upload.* You must transmit to UPS the PLD for any Outbound Shipments manifested through **UPS Host Manifest Upload Service** before pickup of those packages by the UPS driver. Any PLD transmitted to UPS through **UPS Host Manifest Upload Service** may only be transmitted directly from Your hardware, which hardware must be physically located at Your facilities that are in the Permitted Territory for **UPS Host Manifest Upload Service**, and not the facilities of or through any third party except for those third parties acting in the capacity of an ISP, and then only to the extent they are acting in that capacity. All Outbound Shipments manifested through **UPS Host Manifest Upload Service** and received by UPS daily pick-up service must be billed only to a UPS Account and such UPS Account must correspond to the physical address of Your UPS daily pick-up service.

(g) UPS® PLD Certification Tool.

Access to and use of **UPS® PLD Certification Tool**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2; 1.3; and  
2.2(g)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in the UPS Technology, You may access and use the UPS Technology known as **UPS PLD Certification Tool** in the Permitted Territory to certify the format of PLD files You intend to submit to UPS through **UPS UPSlink**, **UPS Host Manifest Upload Service**, or **UPS Electronic Manifest Service** for Your Internal Purposes, provided UPS has previously granted You rights to access and use **UPS UPSlink**, **UPS Host Manifest Upload Service**, or **UPS Electronic Manifest Service**.

(h) UPS® Hazardous Materials Functionality.

Access to and use of **UPS® Hazardous Materials Functionality**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3;  
and 2.2(h)

(i) *Prerequisites.* The **UPS Shipping API** and **UPS WorldShip software** include functionality to facilitate the shipment of certain dangerous goods and hazardous materials. Provided You are currently a party with UPSI to a Hazmat Service Agreement, You may access and use the **UPS Hazardous Materials Functionality**.

(ii) *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 and territories set forth in Your Hazmat Service Agreement where hazardous materials service is available.

(iii) *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 AND CYBERSECURITY ACT;
- *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.

(iv) *Indemnification.* 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 THE **UPS HAZARDOUS MATERIALS FUNCTIONALITY**.

- (i) UPS® External Address Book Plug-In.

Access to and use of **UPS® External Address Book Plug-In** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a); 1.2(d)(i); 1.2(e)-(f); 1.3(a); 1.4

(j) UPS® Thermal Printer Plug-In.

Access to and use of **UPS® Thermal Printer Plug-In** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a); 1.2(d)(i);  
1.4

(k) UPS® Returns Manager Plug-In.

Access to and use of **UPS® Returns Manager Plug-In** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a); 1.2(c);  
1.2(d)(i); 1.3; 1.4; 1.5; 2.3(f)

**2.3 UPS Visibility Services Group.**

(a) Quantum View.

(i) *Quantum View™ Data Service.*

Access to and use of **Quantum View™ Data Service** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(f); 1.1(h); 1.2 – 1.3; 1.7; and 2.3(a)(i),  
(v) and (vi)

*License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **Quantum View Data** (“QVD”) for Your Internal Purposes from the applicable Permitted Territory and solely to obtain Information, provided You have been assigned a Quantum View System Account including such right.

*Quantum View Administrator.* A user authorized by the Customer (“QV Administrator”) will administer Your use of **QVD**. You acknowledge and agree that any QV Administrator may designate any other user as a QV Administrator with identical rights as the first QV Administrator. If You as Customer establish any user as a QV Administrator, You further agree that You are responsible for the actions of such QV Administrator in its access and use of **QVD** and for monitoring and terminating, when appropriate, such QV Administrator rights.

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



(ii) *Quantum View Manage™ Service.*

Access to and use of **Quantum View™ Manage Service** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(f); 1.1(h); 1.2 – 1.3; 1.7; and 2.3(a)(ii),  
(v) and (vi)

*License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **Quantum View Manage** (“QVM”) for Your Internal Purposes from the applicable Permitted Territory and solely to obtain Information, provided You have been assigned a Quantum View System Account including such right.

*Quantum View Administrator.* A QV Administrator (defined above) will administer Your use of **QVM**. You acknowledge and agree that any QV Administrator may designate any other user as a QV Administrator with identical rights as the first QV Administrator. If You as Customer establish any user as a QV Administrator, You further agree that You are responsible for the actions of such QV Administrator in its access and use of **QVM** and for monitoring and terminating, when appropriate, such QV Administrator rights.

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

(iii) *Quantum View Manage™ for Importers Service.*

Access to and use of **Quantum View Manage™ for Importers Service** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(f); 1.1(h); 1.2 – 1.3; 1.7; and  
2.3(a)(iii), (v) and (vi)

*License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **Quantum View Manage for Importers** (“QVMI”) for Your Intentional Purposes from the applicable Permitted Territory and solely to obtain Information, provided You have been assigned a Quantum View System Account including such right.

*Access Limitations.* You agree that Your access to and use of **QVMI** shall be limited to access to and use of Information regarding Tendered Shipments for which You are the importer of record. You will not grant access to **QVMI** to anyone other than to Your employees. You warrant that You have obtained approval from Your customers and entities associated with or otherwise providing information regarding Tendered Shipments for UPS to make such information available via **QVMI**.

*Quantum View Administrator.* A QV Administrator (defined above) will administer Your use of **QVMI**. You acknowledge and agree that any QV Administrator may designate any other user as a QV Administrator with identical rights as the first QV Administrator. If You as Customer establish any user as a QV Administrator, You further agree that You are responsible for the actions of such QV Administrator in its access and use of **QVMI** and for monitoring and terminating, when appropriate, such QV Administrator rights.

*Suspension.* Your access rights to **QVMI** may be suspended at any time by UPS, Customer and/or a QV Administrator, in their sole discretion, including without limitation, by UPS for inactivity. Upon request, UPS may, at its sole discretion, reinstate Your Quantum View System Account and allow continued

access and use of **QVMI** pursuant to this Agreement. However, the reinstated Quantum View System Account shall have no historical information at the time of reactivation. Your right to access **QVMI** shall terminate automatically upon the expiration or termination of Customer's rights to use **QVMI**, or termination of Your employment or authorization to access **QVMI** on behalf of the Customer.

(iv) *Quantum View Notify™ Service.*

Access to and use of **Quantum View Notify™ Service**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(f); 1.1(h); 1.2 – 1.3; 1.7; and 2.3(a)(iv)

*License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may for Your Internal Purposes access and use from the applicable Permitted Territory **Quantum View Notify** (“**QVN**”), 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](https://www.ups.com) or through other **QVN** enabled UPS Technology.

*Restrictions.* 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.

*Warranty and Guaranty.* 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.

(v) *Consent to Release of Quantum View Protected Information.*

**QVD**, **QVM**, or **QVMI** (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.

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.

(vi) *Service Providers.*

If Customer allowed the creation of Quantum View System Accounts for a Service Provider Employee and such accounts were effective and in force on February 1, 2005 and are effective and in force as of the date hereof, such Service Provider Employee Quantum View System Accounts remain valid. CUSTOMER SHALL, AT CUSTOMER'S 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 ACTION OR FAILURE TO ACT BY A SERVICE PROVIDER THAT IS A BREACH OF, OR WOULD HAVE BEEN A BREACH OF IF THE SERVICE PROVIDER HAD ENTERED INTO, THE AGREEMENT BETWEEN YOU AND SERVICE PROVIDER DESCRIBED ABOVE IN END USER RIGHTS SECTION 1.1(b)(i)(2).

If You are a Service Provider Employee, You, on behalf of Yourself as well as on behalf of the Service Provider:

(A) Warrant that You are an employee of Service Provider who is duly authorized to form legally binding contracts under applicable law on behalf of Service Provider; and

(B) Agree Service Provider may only use the Information consistent with the restrictions of this Agreement for the benefit of the UPS customer it provides services to and in any event (1) may not use any Information identifying a third party, including without limitation signature data included in the Information, except for tracking a package and verifying its delivery and (2) must separately store the Information and not commingle or combine the Information with any other data, whether in electronic form or otherwise.

(b) UPS® File Download for Quantum View™ software.

Access to and use of **UPS® File Download for Quantum View™ software** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3-1.4; 1.7; and 2.3(b)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS File Download for Quantum View software**, a UPS Technology that may only be used for Your Internal Purposes on computers owned, leased or otherwise controlled by You in the Permitted Territory for **UPS File Download for Quantum View software**.

(c) UPS® Claims on the Web Service.

Access to and use of **UPS® Claims on the Web Service**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2-1.3; 1.7; and 2.3(c)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use the services known as **UPS Claims on the Web Service**, a service that 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.

(ii) *Warranty and Guaranty.* 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.

(iii) *Indemnification.* 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.

(d) UPS My Choice™ Administration Tool.

Access to and use of **UPS My Choice™ Administration Tool**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2-1.3; 1.7; and 2.3(d)

*License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use the services known as **UPS My Choice Administration Tool** to conduct administrative tasks for the services known as **UPS My Choice™ services**, for Your Internal Purposes.

(e) UPS® Customized Alerts Functionality.

Access to and use of **UPS® Customized Alerts Functionality**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3;  
and 2.3(e)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in the UPS Technology, 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, UPS My Choice 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, and having a destination in the Permitted Territory, both as selected by 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.

(ii) *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.

(iii) *Warranty and Guaranty.* You represent and warrant that You will not provide to UPS any Customized Content that: (1) does not directly advertise or promote Customer’s goods or services; (2) infringes any third party’s intellectual property or publicity or privacy right; (3) violates any applicable law, rule or regulation, including without limitation those directed to email marketing; (4) is defamatory, obscene, harassing, libelous or injurious to any other person, harmful to minors or pornographic; (5) contains any user or usage tracking tags, scripts or codes; (6) contains any virus, Trojan horse or other computerized data that may damage, interfere with or effect any UPS computer, system, data or property; or (7) is false, inaccurate or misleading. You further represent and warrant that (i) 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 (ii) You have obtained all required consent from the recipient of any of the Customized Content Alerts described in part (i) of this sentence such that UPS’s sending of or presenting the Customized Content Alerts as described in part (i) of this sentence will not violate any applicable law, rule, regulation or other legal requirement.

(iv) *Indemnification.* 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 End User Rights Section 2.3(e) by You.

(f) UPS® Returns Manager.

Access to and use of **UPS® Returns Manager**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2; 1.3; 1.5; and  
2.3(f)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in the UPS Technology, You may access and use the UPS Technology known as **UPS Returns Manager** to administer, manage and generate UPS shipping labels to be used with returns for Tendered Shipments shipped under UPS Account Number(s) registered with the **UPS Returns Manager**, and having a destination in the Permitted Territory. You shall refer to the applicable Technical Documentation to determine for which country or territory **UPS Returns Manager** will return an intended result. You shall not permit or authorize any third party to use or access **UPS Returns Manager** including via any Interfaces or other software developed by You or any third party.

(ii) *Warranty and Guaranty.* You represent and warrant that You will not provide to UPS any content that contains any virus, Trojan horse or other computerized data that may damage, interfere with or effect any UPS computer, system, data or property.

(iii) *Indemnification.* 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 Your use of the **UPS Returns Manager**.

## 2.4 **UPS Billing Group.**

(a) **UPS® Billing Data and PDF Invoice.**

Access to and use of **UPS® Billing Data and PDF Invoice**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2; 1.7; and 2.4(a)

This section provides specific terms and conditions for access to and use of the two (2) UPS Technologies known as **UPS Billing Data and PDF Invoice** (cumulatively “Billing Technology”) that provide Billing Data.

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, and provided You register for a Billing Technology, You may access and use such Billing Technology, for Your Internal Purposes.

(ii) *Permitted Third Parties.* Billing Data will be provided electronically as specified herein, either directly to You or through Billing Data Service Providers. In no event shall You provide the Billing Data to any third party other than a Billing Data Service Provider. In the event You utilize a Billing Data Service Provider, You shall remain fully responsible to UPS for such Billing Data Service Provider’s compliance with this Agreement.

(iii) *Authorized Uses.* Billing Data exchanged pursuant to this Agreement may only be used by You and/or Billing Data Service Provider only within the Permitted Territory for Your Internal Purposes.

(iv) *Payment.* Unless agreed to otherwise in a separate written agreement signed by the parties to this Agreement, all Billing Data invoices shall be due and payable within seven (7) days after UPS transmits notice of the availability to You or a Billing Data Service Provider. Late payments shall be subject to late payment and interest charges.

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

(vi) *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.

(b) **UPS® Email Invoice.**

Access to and use of **UPS® Email Invoice**  
is governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2; 1.7; and 2.4(b)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, and provided UPS separately authorizes you to register for **UPS Email Invoice**, You may use **UPS Email Invoice**, for Your Internal Purposes.

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

(iii) *Permitted Third Parties.* In no event shall You provide invoices or their Billing Data to any third party other than a Billing Data Service Provider. In the event You utilize a Billing Data Service Provider, you shall remain fully responsible to UPS for such Billing Data Service Provider's compliance with this Agreement.

(iv) *Payment.* Unless agreed to otherwise in a separate written agreement signed by the parties to this Agreement, all **UPS Email Invoice** invoices shall be due and payable within seven (7) days after UPS transmits the notification e-mail for an invoice. Late payments shall be subject to late payment and interest charges.

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

(vi) *Controlling Invoice.* You acknowledge and agree that, in the event that You receive both the **UPS Email Invoice** invoice and paper invoice versions from UPS, the official, controlling invoice shall be the paper invoice version, and any **UPS Email Invoice** invoice you receive is provided solely for Your convenience.

(c) UPS® Billing Center.

Access to and use of **UPS® Billing Center**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2-1.3; 1.7; and 2.4(c)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, and provided You register for the **UPS Billing Center**, You may access and use the **UPS Billing Center**, a UPS Technology that facilitates the receipt and payment of invoices using electronic funds transfer, for Your Internal Purposes.

(ii) *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 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 under End User Rights Section 2.4(b)(i) to access and use the **UPS Billing Center** will terminate, except in certain countries and territories where other formats are required by law or as determined by UPS.

(iii) *Invoice Payment.* You agree to remit payment for all invoices generated by the **UPS Billing Center** via internet payment (EFT), check or, with respect to payment of import invoices only, via credit card, 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 the **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**.

(iv) *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**. Any other use of Your trademarks, service marks, names or logos by UPS shall require Your prior written consent.

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

(d) UPS® Billing Analysis Tool.

Access to and use of **UPS® Billing Analysis Tool**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.3-1.4; 1.7; and 2.4(d)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may use the **UPS Billing Analysis Tool**, a UPS Technology in the Permitted Territory and solely for the purpose of analyzing Information available to You through the UPS Technology known as **UPS Billing Data and PDF Invoice** and generating reports based thereon, all in furtherance of Your Internal Purposes.

(ii) *Reports.* You agree that any reports generated using the **UPS Billing Analysis Tool**, regardless of their form or format, shall be deemed Information.

(iii) *Registration.* You acknowledge that before the **UPS Billing Analysis Tool** may be used, You must upload and transmit the requested registration information to UPS.

## 2.5 UPS Data Exchange Services Group.

Access to and use of **UPS Data Exchange Services**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1 – 1.3; 1.5; 1.7; and 2.5

UPS may allow, in its sole discretion, Information to be transferred to You (“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 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 Delivery Point, and the country or territory in which the Data Exchange may be utilized by You (the “Data Exchange Order Form”). You may only use Information obtained via Data Exchange for Your Internal Purposes. No prior



agreement between You and UPS under which You receive data exchange services shall be superseded by the terms and conditions of this End User Rights Section 2.5. 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. You hereby represent and warrant that You have the authority to authorize UPS to provide the Information to You or Service Provider, as applicable.

(a) 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 if You and such Service Provider have entered into an agreement consistent with End User Rights Section 1.1(b)(ii)(2).

(b) 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.

(c) 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.

(d) Costs and Fees. You are responsible for telecommunications costs associated with You providing Information to or receiving Information from UPS through the Delivery Point (defined below). 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 a Service Provider as further set forth in the UPS Terms and Conditions of Carriage/Service.

(e) 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). You agree that UPS has no obligation to support any File Format version other than the then current version.

(f) Terms Specific to EDI.

(i) VAN Cost and Fees. For Data Exchanges that use EDI as the Delivery Method, VAN 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 Data Exchange that uses EDI as the Delivery 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 of a Service Provider 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, CASS certified validated addresses.

## 2.6 **UPS.com Group.**

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. You acknowledge and agree that the information UPS receives from Platforms is governed by the UPS Privacy Notice. 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 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.

Certain of the UPS Technologies directed to small package shipments or freight shipments can be found at the UPS web sites. The following describes these UPS Technologies:

(a) **UPS.com™ Shipping.**

Access to and use of **UPS.com™ Shipping**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(g); 1.1(h); 1.2-1.3; 1.5; 2.6(a);  
and 2.6(g)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Shipping**, a UPS Technology that allows You to manifest a Tendered Shipment, for Your Internal Purposes.

(ii) *Termination.* Your rights in the UPS Technology known as **UPS.com Shipping** shall automatically terminate if You do not use **UPS.com Shipping** to generate a label for a period of one hundred eighty (180) consecutive days. Upon termination, You will be required to re-register as a user of **UPS.com Shipping**.

(iii) *External Address Book Plug-In/ Thermal Printer Plug-In.* In conjunction with **UPS.com Shipping**, You are allowed to install and use the External Address Book Plug-In and the Thermal

Printer Plug-In on computers in a Permitted Territory. See Sections 2.2(i) and (j), respectively, for a description of Your rights in each.

(iv) *Scales.* In certain countries and territories of the Permitted Territory, **UPS.com Shipping** will accept weight information from scales connected to the computer or computer network on which **UPS.com Shipping** is accessed. UPS assumes no liability, and expressly disclaims any liability, related to Your use or the accuracy of those scales.

(b) UPS.com™ Internet Freight Shipping.

Access to and use of **UPS.com™ Internet Freight Shipping** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2-1.3; 1.5; 2.6(b) and 2.6(g)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Internet Freight Shipping**, a UPS Technology that allows You to manifest a UPS Freight Tendered Shipment, for Your Internal Purposes.

(c) UPS.com™ Tracking.

Access to and use of **UPS.com™ Tracking** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(c)-(e); 1.1(h); 1.2-1.3; and 2.6(c)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Tracking**, a UPS Technology that allows You to track small package shipments and freight shipments (if available), for Your Internal Purposes.

(d) UPS.com™ Calculate Time and Cost.

Access to and use of **UPS.com™ Calculate Time and Cost** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a) – (b); 1.1(h); 1.2-1.3; and 2.6(d)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Calculate Time and Cost**, a UPS Technology that allows You to request and view information about delivery time and delivery cost for small package shipments and freight shipments (if available), for Your Internal Purposes.

(e) UPS.com™ Void a Shipment.

Access to and use of **UPS.com™ Void a Shipment**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2-1.3; and  
2.6(e)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Void a Shipment**, a UPS service that allows You to void certain manifested Tendered Shipments, for Your Internal Purposes. 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**.

(f) UPS.com™ Order Supplies.

Access to and use of **UPS.com™ Order Supplies**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2-1.3; and  
2.6(f)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Order Supplies**, a UPS service that allows You to order UPS shipping supplies, for Your Internal Purposes. 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.

(g) UPS.com™ Forms for Export.

Access to and use of **UPS.com™ Forms for Export**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2-1.3; and  
2.6(g)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Forms for Export**, a UPS service You may access at [UPS.com](https://www.ups.com) or through certain other UPS Technology to generate forms used with international Tendered Shipments, for Your Internal Purposes. UPS provides international shipping forms through **UPS.com Forms for Export** for Your convenience. However, use of these forms and UPS International Shipping 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 Exports** 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.

(h) UPS.com™ Find Locations.

Access to and use of **UPS.com™ Find Locations** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2-1.3; and  
2.6(h)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS.com Find Locations**, a UPS Technology that allows users to exchange with UPS information concerning packages accepted by the user for tendering to UPS, for Your Internal Purposes. If UPS grants You access to **UPS.com Find Locations**, You represent and warrant You have entered into either a “UPS Letter of Agreement for Commercial Counters,” “UPS Authorized Shipping Outlet Agreement” or other agreement with UPS entitling You to accept packages from Your customers for tendering to UPS. You further warrant and guarantee that such agreement is and shall be current, valid and enforceable at all times You access and use **UPS.com Find Locations**.

(i) UPS® Service Center Locator Maintenance Service.

Access to and use of **UPS® Service Center Locator Maintenance Service** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2-1.3; and  
2.6(i)

*License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Service Center Locator Maintenance Service** (“SCL”), a UPS Technology that allows users to edit and Update their information contained in the UPS SCL database owned and maintained by UPS (“SCL Database”) and used by the UPS Locator service, for Your Internal Purposes. If UPS grants You access to SCL, You represent and warrant You have entered into either a “UPS Letter of Agreement for Commercial Counters,” “UPS Authorized Shipping Outlet Agreement” or other agreement with UPS entitling You to accept packages from Your customers for tendering to UPS. You further warrant and guarantee that such agreement is and shall be current, valid and enforceable at all times You access and use SCL. You shall, at Your sole cost and expense, indemnify and hold harmless the UPS Indemnitees from and against any and all Damages arising out of or in connection with any incorrect information, provided to the SCL Database through SCL, failure to provide information to the SCL Database or any other reason arising from information You provide to the SCL Database.

(j) UPS TradeAbility™ services.

Access to and use of **UPS TradeAbility™ services** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2-1.3; and  
2.6(j)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS TradeAbility services** for

the sole purpose of assisting You with the preparation of Your international Tendered Shipments for import into or export out of the Permitted Territory for Your Internal Purposes. **UPS TradeAbility services** may be accessed through [UPS.com](https://www.ups.com) or a **UPS TradeAbility API** enabled application, whether developed by You or another Person. End User Rights Section 2.6(j) governs Your access to and use of **UPS TradeAbility services** through either method.

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

(iii) *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**.

(iv) *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**.

(v) *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 the regulations for import into or export out of the Permitted Territory by **UPS TradeAbility Services** are subject to changes in the applicable laws and regulations, which may not be addressed by the **UPS TradeAbility Services**.

(k) UPS® Retail Package Drop Off.

Access to and use of **UPS® Retail Package Drop Off**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2-1.3 and  
2.6(k)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Retail Package Drop Off** (“RDO”) for the sole purpose of exchanging information with UPS information concerning Tendered Shipments that You accept from Your customers provided You have entered into either a “UPS Letter of Agreement for Commercial Counters,” “UPS Authorized Shipping Outlet Agreement” or other agreement with UPS entitling You to accept packages from Your customers for tendering to UPS, and only for Your Internal Purposes. You warrant and guarantee that such agreement is and shall be current, valid and enforceable at any time You access and use RDO.

(l) UPS Mobile™ Website.

Access to and use of **UPS Mobile™ Website**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(e); 1.1(g); 1.1(h); 1.2-1.5; and  
2.6(l)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access through the UPS Mobile App or a mobile device UPS.com functionality made available on the **UPS Mobile Website** from the countries or territories designated for that UPS.com functionality on [Exhibit C](#), subject to Your compliance with the terms and conditions of this Agreement, including without limitation, the terms and conditions for such UPS.com functionality

identified in this End User Rights [Section 2.6](#), for Your Internal Purposes. UPS assumes no liability, and expressly disclaims any liability, related to Your use or the accuracy of the **UPS Mobile Website**.

(m) UPS Paperless™ Invoice/Paperless Document Setup Process.

**UPS Paperless™ Invoice/Paperless Document Setup Process**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.2; 1.3; and 2.6(m).

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Paperless Invoice/Paperless Document Setup Process**, a UPS service accessible in connection with use of a UPS Paperless Invoice compatible system (e.g., **UPS WorldShip software** or **UPS CampusShip technology**), for Your Internal Purposes. UPS Paperless Document 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 from the countries and territories designated on [Exhibit C](#) and submit a copy of Your letterhead, an authorized signature in electronic format, and UPS Account numbers 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 that separate agreement entitled the Paperless Invoice Enrollment Agreement that you will enter into as part of the registration process. 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.

(n) UPS® Schedule a Pickup.

Access to and use of **UPS® Schedule a Pickup**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(c)-(e); 1.1(h); 1.2-  
1.3; and 2.6(n)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Schedule a Pickup**, a UPS Technology that allows You to schedule a pickup of a Tendered Shipment.

(o) UPS Hundredweight Service™ (CWT) Rating.

Access to and use of **UPS Hundredweight Service™ (CWT) Rating** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a) – (b); 1.1(h); 1.2-1.3; and 2.6(o)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in UPS Technology, You may access and use **UPS Hundredweight Service (CWT) Rating**, a UPS Technology that allows You to request and view information about delivery time and delivery cost for Less-Than-Pallet Load shipments, for Your Internal Purposes.

(p) UPS.com™ Marketplace Shipping.

Access to and use of **UPS.com™ Marketplace Shipping** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a) – (c); 1.1(e); 1.1(h); 1.2-1.3; and 2.6(p)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in UPS Technology, 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 third party e-marketplace (e.g., eBay and Amazon.com), for Your Internal Purposes.

(ii) *Your Account Access Authorization.* 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 acknowledge and agree that UPS may use and store Your account access information consistent with the UPS Privacy Notice including use of the account access information for the purpose of providing the **UPS.com Marketplace Shipping**. By providing Your account access information to UPS, You represent that (1) 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 (2) 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 consistent with the UPS Privacy Notice. You expressly authorize such transfer to UPS.

You acknowledge and agree that, by using **UPS.com Marketplace Shipping**, You expressly authorize: (1) UPS to access Your account maintained by third party e-marketplace on Your behalf as Your agent; and (2) 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 Your use of **UPS.com Marketplace Shipping** for Your Internal Purposes, 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 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.

(iii) *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.

- (q) UPS.com™ Alert Customization Tool.

Access to and use of **UPS.com™ Alert Customization Tool** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(g); 1.3; 2.1(b); 2.3(e); and 2.6(q).

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 email. You acknowledge and agree that use of the **UPS Customized Alerts Functionality** through the **UPS.com Alert Customization Tool** is governed by the terms of End User Rights Section 2.3(e). 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.

- (r) UPS.com™ Manage Inbound Charges.

Access to and use of **UPS.com™ Manage Inbound Charges** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2; 1.3; and 2.6(r).

## 2.7 UPS Technology for UPS Access Point Locations.

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

Access to and use of **UPS® Locator API for UPS Access Point™ Locations** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; and 2.1(b); and if the right to develop has been granted by UPS, End User Rights Sections 1.7; 2.1(a); and 2.7(a).

The **UPS Locator API** includes the ability to return Information related to UPS Access Point locations (“UPS Access Point Functionality”). The **UPS Locator API** also includes the ability to return information on locations where UPS packages can be dropped off for collection by UPS, which is governed by End User Rights Section 2.1(c)(x).

If requested by UPS, You must provide UPS access to the UPS Access Point Application, or any Update thereto, prior to its availability on a production or public basis for the purpose of determining the UPS Access Point Application's compatibility with the UPS Developer Kit APIs and UPS Systems, and Your compliance with the terms and conditions and the API Technical Documentation. If UPS determines such UPS Access Point Application is not compatible with the UPS Developer Kit APIs or UPS Systems or does not comply with the terms and conditions or the API Technical Documentation, You must make all changes to the Interfaces and each display of the UPS Access Point Application as requested by UPS and UPS may require that You prevent access to and use of the such UPS Access Point Application until such time as UPS has provided You a written statement that such UPS Access Point Application is compatible with the UPS Developer Kit APIs and UPS Systems and is in compliance with the terms and conditions and the API Technical Documentation.

You agree that You may utilize UPS Access Point Functionality 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 Access Point Functionality for purposes other than fulfilling such customer-generated request. You must discard any location information returned by UPS Access Point Functionality upon completion of each remote communication session with Your customer. You agree not to otherwise use the location information returned by UPS Access Point Functionality, in whole or in part, other than as expressly set forth in this Section 2.7(a) without the express written consent of UPS.

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 such 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 Exchange at <<https://brand.ups.com>> and obtain a trademark license from UPS, granted in UPS's sole discretion.

(b) UPS® Locator Plug-In for UPS Access Point™ Locations.

Access to and use of **UPS® Locator Plug-in for UPS Access Point™ Locations** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 2.7(b)

Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted to You in UPS Technology, You may develop a UPS Access Point Application including the **UPS Locator Plug-In for UPS Access Point Locations**, a UPS Technology, and use such UPS Access Point Application for Your Internal Purposes; provided UPS issues to You the associated **UPS Locator Plug-In for UPS Access Point Locations** Technical Documentation. You acknowledge that UPS does not guarantee the accuracy or availability of data returned to You through Your use of the **UPS Locator Plug-In for UPS Access Point Locations**. No changes may be made to the Information returned by the **UPS Locator Plug-In for UPS Access Point Locations**, provided You may change the color scheme of non-mapping information and add Your branding in a manner that does not supersede, alter, obscure any UPS branding or imply UPS endorses Your goods and services. You must provide UPS access to a UPS Access Point Application incorporating the **UPS Locator Plug-In for UPS Access Point Locations** prior to its availability on a production or public basis (and/or any Update thereto) for the purpose of determining the UPS Access Point Application's compatibility with the UPS Systems, and Your compliance with the terms and conditions and the **UPS Locator Plug-In for UPS Access Point Locations** Technical Documentation. If UPS determines such UPS Access Point Application is not compatible with the UPS Systems or does not comply with the terms and conditions or the **UPS Locator Plug-In for UPS Access Point Locations** Technical Documentation, You must make all changes to each display of the UPS Access Point Application as requested by UPS and UPS may require that You prevent access to and use of the such UPS Access Point Application until such time as UPS has provided You a written statement that such UPS Access Point Application is compatible with the UPS Systems and is in compliance with the terms and conditions and the **UPS Locator Plug-In for UPS Access Point Locations** Technical Documentation.

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 may not use the location information returned by the **UPS Locator Plug-In for UPS Access Point Locations** for purposes other than fulfilling such customer-generated request. 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. You agree not use or otherwise the location information returned by the **UPS Locator Plug-In for UPS Access Point Locations**, in whole or in part, other than as expressly set forth in this Section 2.7(b) without the express written consent of UPS.

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 Exchange at <https://brand.ups.com> and obtain a trademark license from UPS, granted in UPS's sole discretion.

(c) UPS® Locator APList File for UPS Access Point™ Locations.

Access to and use of **UPS® Locator APList File for UPS Access Point™ Locations** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2; 1.3; and 2.7(c).

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 use or otherwise distribute the APList, in whole or in part, other than as expressly set forth in this Section 2.7(c) without the express written consent of UPS.

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 Exchange at <https://brand.ups.com> and obtain a trademark license from UPS, granted in UPS's sole discretion.

**2.8 My LTL Services.**

(a) UPS Freight™ Bill of Lading.

Access to and use of **UPS Freight™ Bill of Lading** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2-1.3; 1.5; 1.7; and 2.8(a)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Freight Bill of Lading**, a UPS Technology that allows You to manifest a Tendered Shipment, for Your Internal Purposes.

(ii) *Termination.* Your rights in the UPS Technology known as **UPS Freight Bill of Lading** may be terminated if You do not use **UPS Freight Bill of Lading** to generate a label for a period of one hundred twenty (120) consecutive days. Upon termination, You will be required to re-register as a user of **UPS Freight Bill of Lading**.

(b) UPS Freight™ Tracking.

Access to and use of **UPS Freight™ Tracking** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(c)-(e); 1.1(h); 1.2-1.3; 1.7; and 2.8(b)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Freight Tracking**, a UPS Technology that allows You to track freight shipments, for Your Internal Purposes.

(c) UPS Freight™ Rating.

Access to and use of **UPS Freight™ Rating** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a) – (b); 1.1(h); 1.2-1.3; 1.7; and 2.8(c)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use **UPS Freight Rating**, a UPS Technology that allows You to request and view rates for freight shipments, for Your Internal Purposes.

(d) UPS Freight™ Notify.

Access to and use of **UPS Freight™ Notify** are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a); 1.1(b)(i)-(iii); 1.1(h); 1.2(a)-(f); 1.3; 1.7; and 2.8(d)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use from the applicable Permitted Territory **UPS Freight Notify**, a UPS Technology that allows You to direct UPS to send an email message with information about a shipment to an email address or email addresses You provide, for Your Internal Purposes.

(ii) *Restrictions.* 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.

(iii) *Warranty and Guaranty.* 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 consent to receive the **UPS Freight Notify** message.

(e) UPS Freight™ Billing.

Access to and use of **UPS Freight™ Billing**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a)-(b); 1.1(h); 1.2-1.3; 1.7; and 2.8(e)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use from the applicable Permitted Territory **UPS Freight Billing**, a UPS Technology that enables you to view open invoices and associated documentation via the UPS Freight website, for Your Internal Purposes. **UPS Freight Billing** does not provide functionality to allow You to make payments.

(f) UPS Freight™ Images.

Access to and use of **UPS Freight™ Images**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a) 1.1(b)(i)-(iii); 1.1(e); 1.1(h); 1.2; 1.3;  
1.7; and 2.8(f)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use from the applicable Permitted Territory **UPS Freight Images**, a UPS Technology that allows You to view images of your shipping documents, for Your Internal Purposes.

(g) UPS Freight™ Reporting.

Access to and use of **UPS Freight™ Reporting**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a), (b), (c), (e) and (h); 1.2; 1.3; 1.7; and  
2.8(g)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use from the applicable Permitted Territory **UPS Freight Reporting**, a UPS Technology that allows You to view images of your shipping documents, for Your Internal Purposes.

(ii) *Images.* You agree that any reports generated using **UPS Freight Reporting**, regardless of their form or format, shall be deemed Information.

(h) UPS Freight™ Customize.

Access to and use of **UPS Freight™ Customize**  
are governed by the following:  
General Terms and Conditions;  
End User Rights Sections 1.1(a), (b), (c), (e) and (h); 1.2; 1.3; 1.7; and  
2.8(h)

(i) *License.* Subject to compliance with the terms and conditions of this Agreement and pursuant to the license granted You in UPS Technology, You may access and use from the applicable Permitted Territory **UPS Freight Customize**, a UPS Technology that allows You to customize electronic bills of lading with your personal settings, for Your Internal Purposes.

### ARTICLE 3 - MISCELLANEOUS

#### **3.1 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/> 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 End User Rights current at the time You receive a particular version of the Software will govern Your use of such Software version at all times.

#### **3.2 Survival of Terms Upon Termination.**

Notwithstanding the termination of this Agreement for any reason, the following Sections and Exhibit of this Agreement shall survive any such termination: End User Rights Sections 1.1(b)(i)(2)-(3), 1.1(b)(ii)(2)-(4), 1.1(b)(iii)(2)-(5), 1.1(b)(iv), 1.1(e), 1.1(f)(ii) and (v), 1.1(g)(last two (2) sentences), 1.2(c)(second to the last sentence), 1.3, 1.5(c)-(g), 1.7(b)-(c), 2.1(a)(iii), 2.1(c)(xviii)(last sentence), 2.1(c)(xxvi)(last two (2) paragraphs), 2.2(a)(vii), 2.2(a)(xi)(last two (2) paragraphs), 2.2(c)(vi)(last sentence), 2.2(h)(iii)-(iv), 2.3(a)(v), 2.3(e)(iii)-(iv), 2.3(f)(ii)-(iii), 2.4(a)(ii)(second and third sentences), 2.4(a)(iv)-(vi), 2.4(b)(ii), 2.4(b)(iv)-(vi), 2.6(g)(last two (2) sentences), 2.6(i)(last two (2) sentences), 2.6(j)(iv)-(v), Exhibit A (Definitions) and such other terms that by their nature should survive termination of this Agreement.

## EXHIBIT A TO END USER RIGHTS

### DEFINITIONS

The following defined terms are used in the General Terms and Conditions and End User Rights.

**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 the 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.

**Additional Charges** is defined in End User Rights [Section 1.5\(d\)](#).

**Affiliates** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Agreement** is defined in the second paragraph of the General Terms and Conditions.

**Alternate Billed Shipment(s)** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**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.

**Application(s)** means the software product(s) or website(s) that include the Interface(s) developed by You or a subcontractor pursuant to End User Rights [Section 2.1](#) or [2.7](#).

**APList** is defined in End User Rights [Section 2.7\(c\)](#).

**Assignment** is defined in General Terms and Conditions [Section 12.4](#).

**Beta Technology** is defined in End User Rights [Section 1.7](#).

**Billing Data** means Information that is electronic billing information submitted by UPS to You (or Billing Data Service Provider, if applicable) for payment by You.

**Billing Data Service Provider** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Billing Technology** is defined in End User Rights [Section 2.4\(a\)](#).

**CAB Data** is defined in End User Rights [Section 2.2\(c\)\(iv\)](#).

**Claims Documentation** is defined in End User Rights [Section 2.3\(c\)](#).

**Confidential Information** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Corporate Address Book** is defined in End User Rights [Section 2.2\(c\)\(iv\)](#).

**Customer** is defined in the third paragraph of the General Terms and Conditions.

**Customer Billing Cycle** means the initiating of electronic billing invoices from UPS to You (or Billing Data Service Provider, if applicable) for invoice payment to UPS, and if applicable, You invoicing Your customers for payment to You.

**Customer Location** means a physical location where Customer regularly conducts its business operations (e.g. office, retail outlet and logistics facility).

**Customized Content** is defined in End User Rights [Section 2.3\(e\)](#).

**Customized Content Alert** is defined in End User Rights [Section 2.3\(e\)](#).

**Damages** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Data Exchange Order Form** is defined in End User Rights [Section 2.5](#).

**Delivery Point** means (i) for an EDI Data Exchange each party's selected VAN, (ii) for an FTP Data Exchange the appropriate URL, and (iii) for a physical media Data Exchange a physical mailing address, all as specified in a Data Exchange Order Form.

**DI Application** is defined in End User Rights [Section 2.1\(c\)\(xiii\)](#).

**DI Authorized Employee(s)** is defined in End User Rights [Section 2.1\(c\)\(xiii\)](#).

**EDI** is defined in End User Rights [Section 2.5](#).

**EDI Test Period** is defined in End User Rights [Section 2.5\(f\)\(v\)](#).

**End User Rights** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**FAR** is defined in End User Rights [Section 1.4\(g\)](#).

**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.

**Global UPS Marks** has the meaning set forth in End User Rights [Section 2.1\(b\)\(iv\)](#).

**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.

**Host** is defined in End User Rights [Section 1.2\(b\)](#).

**Hosting Provider** is defined in End User Rights [Section 2.1\(b\)\(ii\)](#).

**Inbound Shipment** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Information** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Interfaces** 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. Internal Purposes does not include the 3PL Purposes or the use of Service Provider Information as described in End User Rights [Section 1.1\(b\)\(iii\)](#).

**ISP** means those third parties acting in the capacity of an Internet service provider, and then only to the extent they are acting in such capacity (each an “ISP”).

**LID** means a designation assigned to a physical location.

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

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

**Logo** is defined in End User Rights [Section 1.6](#).

**Misdirected Inbound Shipments** is defined in End User Rights [Section 1.1\(d\)](#).

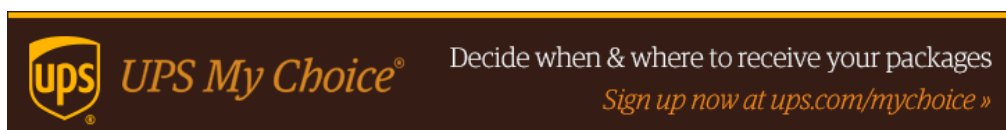
**My Choice Enrollee** has the meaning set forth in End User Rights [Section 2.1\(c\)\(xxvi\)](#).

**My Choice Enrollment Assent Record** has the meaning set forth in End User Rights [Section 2.1\(c\)\(xxvi\)](#).

**My Choice Enrollment Consent Notice** has the meaning set forth in End User Rights [Section 2.1\(c\)\(xxvi\)](#).

**My Choice Enrollment Information** has the meaning set forth in End User Rights [Section 2.1\(c\)\(xxvi\)](#).

**My Choice Enrollment Licensed Marks** are the following UPS Marks:



**Negotiated Rate Information** is defined in End User Rights [Section 1.1\(b\)\(i\)](#).

**Outbound Shipment** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Permitted Territory** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Person** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**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.

**POD Letter** means a proof of delivery letter as described in the Technical Documentation.

**Premium APIs** means those UPS Developer Kit APIs known as UPS Shipping API, UPS Delivery Intercept API, UPS Street Level Address Validation API, UPS Pickup (Collection) API, UPS Freight Pickup API, UPS Freight Rating API, UPS Locator API, UPS Electronic Manifest Service, UPS ROW API, UPS Promo Discount API, UPS Account Validation API, UPS Smart Pickup API, UPS Paperless Document API, UPS Open Account API, UPS Customer Visibility Interface Solution API, UPS Customized Alert Retail API, UPS Retail Application API, UPS Returns Manager API, UPS My Choice Eligibility API and UPS My Choice Enrollment API.

**Processing** is defined in End User Rights [Section 2.2\(c\)\(iv\)](#).

**QV Administrator** is defined in End User Rights [Section 2.3\(a\)\(i\)](#).

**QVD** is defined in End User Rights [Section 2.3\(a\)\(i\)](#).

**QVM** is defined in End User Rights [Section 2.3\(a\)\(ii\)](#).

**QVN** is defined in End User Rights [Section 2.3\(a\)\(iv\)](#).

**Restricted Territory** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**ROW** means Returns on the Web.

**ROW Agreement** is defined in End User Rights [Section 2.1\(c\)\(xiv\)](#).

**SCL** is defined in End User Rights [Section 2.6\(i\)](#).

**SCL Database** is defined in End User Rights [Section 2.6\(i\)](#).

**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.

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

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

**Smart Labels** shall mean those computer-generated labels developed by an Application or Third Party Solution certified or provided by UPS, which has not been modified (e.g. UPS WorldShip software, UPS CampusShip technology or UPS Shipping API) and which labels comply with the then current version of the UPS Guide to Labeling (as generally provided by UPS).

**Software** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Standard APIs** means those UPS Developer Kit APIs known as UPS Tracking API, UPS Signature Tracking API, UPS Rating API, UPS Address Validation API, UPS Time in Transit API, UPS File Download for Quantum View API, and UPS TradeAbility API.

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

**Technical Documentation** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Tendered Shipment** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Term** has the definition provided in General Terms and Conditions [Section 6.2](#).

**Third Party Service** is defined in End User Rights [Section 1.2\(b\)](#).

**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.

**Trade Direct UPS Account** is defined in End User Rights [Section 2.2\(a\)\(ii\)](#).

**Trade Secret** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**Transfer Method** has the meaning set forth in End User Rights [Section 2.5](#), as such transfer method may be modified from time to time by UPS in accordance with this Agreement.

**Update(s)** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**UPS** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**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 UPS Locator APList file.

**UPS Access Point Functionality** has the meaning set forth in End User Rights [Section 2.7\(a\)](#).

**UPS Account** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**UPS CampusShip Administrator** is defined in End User Rights [Section 2.2\(c\)\(i\)\(2\)](#).

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

**UPS Customers of 3PL Services** means a UPS shipping customer that receives third party logistics services from Customer.

**UPS Databases** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**UPS Developer Kit APIs** means the Premium APIs and Standard APIs, collectively.

**UPSI** is defined in End User Rights [Section 1.3](#).

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

**UPS Internet Tools** means the former name of the HTML versions of the UPS OnLine Tools (HTML versions of Tracking, Rates & Service Selection and Quick Cost Calculator).

**UPS Mark** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**UPS Materials** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**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 Mobile Website** shall refer to UPS's mobile website located at [UPS.com](https://www.ups.com).

**UPS Parties** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**UPS Privacy Notice** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**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 Ready Vendor** means any Person authorized by UPS to distribute a UPS Ready Solution.

**UPS Systems** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**UPS Technology** has the meaning set forth in [Exhibit A](#) of the General Terms and Conditions.

**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](https://www.ups.com). For example, in the United States, the UPS Terms and Conditions of Carriage/Service are comprised of: (1) 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>>; (2) 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 (3) UPS Freight's Rules and Charges located <<https://www.ups.com/us/en/help-center/legal-terms-conditions/freight-rules.page>>.

**UPS Web Sites** means <https://www.ups.com/> and any other Internet web site controlled or operated by the UPS Parties or accessed through UPS Technology.

**UTA** is defined in the first paragraph of these End User Rights.

**VAN** means a value-added-network used in an EDI transmission.

**Vendors** means Customer's third party suppliers, vendors and providers.

**Vendor User** means any Vendor employee 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.

**You** is defined in the third paragraph of the General Terms and Conditions.

**Your Information** is defined in End User Rights [Section 1.2\(b\)](#).

## EXHIBIT B

### UPS TECHNOLOGY

#### 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 Shipping Systems Group

- UPS WorldShip® software
- UPS® CrossWare software
- UPS CampusShip™ technology
- UPS CampusShip™ Scheduled Import Tool
- UPS® UPSlink software
- UPS® Host Manifest Upload Service
- UPS® PLD Certification Tool
- UPS® Hazardous Materials Functionality
- UPS® External Address Book Plug-In
- UPS® Thermal Printer Plug-In
- UPS® Returns Manager Plug-In

#### UPS Visibility Services Group

- Quantum View™ Data Service
- Quantum View Manage™ Service
- Quantum View Notify™ Service
- Quantum View Manage™ for Importers Service
- UPS® File Download for Quantum View™ software
- UPS® Claims on the Web Service
- UPS My Choice™ Administration Tool
- UPS® Customized Alerts Functionality
- UPS® Returns Manager

#### UPS Billing Group

- UPS® Billing Data and PDF Invoice
- UPS® Email Invoice
- UPS® Billing Center
- UPS® Billing Analysis Tool

**UPS Data Exchange Services Group**

File Download (FTP)  
Physical Delivery  
Electronic Data Interchange

**UPS.com Group**

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™ Marketplace Shipping  
UPS.com™ Alert Customization Tool  
UPS.com™ Manage Inbound Charges

**UPS Technology for UPS Access Point Locations**

UPS® Locator API for UPS Access Point™ Locations (XML)  
UPS® Locator Plug-In for UPS Access Point™ Locations  
UPS® Locator APList File for UPS Access Point™ Locations

**MY LTL Services**

UPS Freight™ Bill of Lading  
UPS Freight™ Tracking  
UPS Freight™ Rating  
UPS Freight™ Notify  
UPS Freight™ Billing  
UPS Freight™ Images  
UPS Freight™ Reporting  
UPS Freight™ Customize

**EXHIBIT C**

**PERMITTED TERRITORY**

The Permitted Territory for the UPS Technology, except for the UPS Developer Toolkit APIs, is identified in the table below. The Permitted Territory for any of the UPS Developer Toolkit APIs is a country or territory that is not in the Restricted Territory. Please refer to the applicable API Technical Documentation to determine for which country or territory each UPS Developer Toolkit API will return an intended result.

Country / Territory	UPS Developer Toolkit APIs																																															
	ROW	UPS WorldShip® software/UPS® UPSlink/UPS® CrossWare	UPS CampusShip™ technology	Quantum View™ Data Service	Quantum View Manage™ Service	Quantum View Notify™ Service	Quantum View Manage™ for Importers Service	UPS® File Download for Quantum View™ software	UPS® Claims on the Web	UPS My Choice™ Administration Tool	UPS® Billing Center	UPS® Host Manifest Upload Service	UPS® Billing Analysis Tool	UPS® Billing Data and PDF Invoice	UPS Data Exchange Services†	UPS.com™ Shipping	UPS.com™ Internet Freight Shipping	UPS.com™ Tracking	UPS.com™ Calculate Time and Cost	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® Locator Plug-In for UPS Access Point™ Locations	UPS Paperless™ Invoice/Paperless Document Setup Process	UPS® PLD Certification Tool	UPS® Schedule a Pickup	UPS Hundredweight Service™ (CWT) Rating	UPS.com™ Alert Customization Tool	UPS.com™ Manage Inbound Charges	UPS My LTL Services	UPS.com™ Marketplace Shipping	UPS® Customized Alerts Functionality	UPS® Hazardous Materials Functionality	UPS® Email Invoice	UPS® Returns Manager	UPS® Returns Manager Plug-In								
Albania		X	X		X	X				X					X		X	X										X											X									
Algeria		X	X		X	X				X					X	X	X	X					X						X											X								
Angola		X			X	X				X					X	X	X	X											X																			
Anguilla		X				X				X							X	X							X																							
Antigua and Barbuda		X				X				X							X											X	X											X								
Argentina		X	X		X	X			X	X			X		X		X	X				X				X				X	X									X		X		X				
Armenia		X																											X	X											X							
Aruba		X				X				X							X											X	X												X							
Australia		X	X	X	X	X	X		X	X	X		X	X	X	X	X	X				X				X		X	X	X										X	X	X						
Austria	X	X	X	X	X	X	X		X	X			X	X		X	X	X	X		X	X	X		X			X	X	X		X							X	X	X		X					
Azerbaijan		X	X		X	X				X					X	X	X	X				X							X	X	X										X							

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Bahamas		X	X		X	X				X					X		X	X			X							X	X							X							
Bahrain		X	X		X	X				X					X	X	X	X				X							X	X								X					
Bangladesh		X	X		X	X				X					X	X	X	X											X	X								X					
Barbados		X				X				X							X												X	X								X					
Belarus		X																											X	X								X					
Belgium	X	X	X	X	X	X	X		X	X	X		X	X		X	X	X	X		X	X			X			X	X	X	X		X				X	X	X	X	X		
Bermuda		X	X		X	X				X					X		X	X											X	X								X					
Bolivia		X	X		X	X				X					X		X	X					X						X	X								X					
Bosnia and Herzegovina		X	X		X	X				X							X	X					X						X									X					
Brazil		X	X	X	X	X	X		X	X			X			X	X	X	X			X			X				X	X								X	X	X	X		
British Virgin Islands						X				X							X	X						X																			
Brunei		X																											X										X				
Bulgaria		X	X		X	X									X	X	X	X					X		X				X	X								X			X		
Burundi		X	X		X	X				X					X	X	X												X	X									X			X	
Cambodia		X																											X														
Cameroon		X	X		X	X				X					X	X	X												X														
Canada	X	X	X	X	X	X	X		X	X	X		X	X	X	X	X	X	X	X	X	X		X		X	X	X	X	X	X	X		X		X	X	X	X	X	X	X	
Cayman Islands		X	X		X	X				X					X		X	X											X	X									X				



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Chile		X	X		X	X			X	X			X		X	X	X	X			X			X			X	X							X			X		X		X		
China		X	X	X	X	X	X		X	X			X		X	X	X	X			X			X			X	X	X						X			X	X					
Colombia		X	X		X	X				X					X	X	X	X				X	X					X	X									X						
Costa Rica		X	X		X	X				X			X			X	X	X	X			X						X	X										X					
Croatia		X	X		X	X				X						X	X	X	X									X	X										X		X	X		
Curacao		X			X	X				X						X		X	X									X	X										X					
Cyprus	X	X	X		X	X				X					X	X	X	X				X					X	X											X		X	X		X
Czech Republic	X	X	X	X	X	X	X		X	X						X	X	X	X			X						X	X										X	X	X	X		X
Democratic Republic of the Congo		X	X		X	X				X						X	X	X										X																
Denmark	X	X	X		X	X	X		X	X	X		X	X		X	X	X	X		X	X			X			X	X			X						X	X	X	X		X	X
Djibouti		X	X		X	X				X						X	X	X										X											X					
Dominica					X	X				X						X	X	X	X						X																			
Dominican Republic		X	X		X	X				X			X	X		X	X	X	X		X							X	X										X		X	X		X
Ecuador		X	X		X	X				X						X	X	X	X				X					X	X										X					
Egypt		X	X		X	X				X						X	X	X	X				X					X	X										X					
El Salvador		X	X		X	X				X						X	X	X	X				X					X	X										X					
Estonia	X	X	X		X	X				X						X	X	X	X			X			X				X	X									X		X	X		X

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Ethiopia		X	X		X	X				X					X	X	X											X									X							
Fiji Islands		X																											X										X					
Finland	X	X	X		X	X	X		X	X			X	X		X	X	X	X		X	X			X			X	X									X	X	X	X			
France <sup>ii</sup>	X	X	X	X	X	X	X		X	X	X		X	X		X	X	X	X		X	X			X			X	X			X					X	X	X	X	X			
Georgia		X																											X										X					
Germany	X	X	X	X	X	X	X		X	X	X		X	X		X	X	X	X		X	X			X			X	X			X						X	X	X	X			
Ghana		X	X		X	X				X						X	X	X	X			X						X	X										X					
Gibraltar		X	X		X	X				X						X	X	X	X				X						X	X									X					
Greece	X	X	X	X	X	X			X	X						X		X	X			X							X	X									X			X	X	
Grenada						X				X								X	X										X												X			
Guadeloupe						X				X								X	X																									
Guam		X																											X							X								
Guatemala		X	X		X	X				X						X	X	X	X			X							X	X									X					
Guernsey																X																												
Guinea		X																											X											X				
Guyana						X				X									X						X																			
Haiti		X				X				X								X	X										X	X										X				
Honduras		X	X		X	X				X						X		X	X				X						X	X										X				
Hong Kong		X	X	X	X	X	X		X	X	X		X	X		X	X	X	X			X					X	X	X	X									X	X				
Hungary	X	X	X	X	X	X	X		X	X					X	X	X	X	X			X						X	X											X	X	X	X	



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Lithuania	X	X	X		X	X				X					X	X	X	X				X					X	X								X			X	X			
Luxembourg	X	X	X		X	X				X	X		X		X	X	X	X			X			X				X	X									X		X	X		
Macau		X	X		X	X		X	X			X	X		X		X	X			X					X	X	X										X					
Macedonia		X								X					X													X	X									X					
Madagascar		X																										X										X					
Malawi		X			X	X				X					X	X	X											X	X									X					
Malaysia		X	X	X	X	X	X	X	X	X		X	X		X	X	X	X			X				X			X	X	X									X		X	X	
Mali		X																										X	X												X	X	
Malta		X	X		X	X				X					X		X	X						X				X	X										X		X	X	
Mauritania		X																										X	X										X				
Mauritius		X	X		X	X				X					X	X	X	X					X				X	X											X				
Mexico	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Moldova		X	X		X	X				X					X		X	X					X					X											X				
Monaco																																									X	X	
Montenegro		X	X		X	X				X					X	X	X	X					X						X										X		X	X	
Montserrat						X				X							X	X						X																			
Morocco		X	X		X	X				X					X	X	X	X					X						X	X													
Mozambique		X	X		X	X				X					X	X	X	X					X						X														
Nepal		X																										X												X			
Netherlands <sup>iii</sup>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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New Zealand		X	X		X	X				X					X		X	X			X			X				X	X							X						
Nicaragua		X	X		X	X				X					X		X	X					X						X	X								X				
Nigeria		X	X		X	X				X					X	X	X	X			X								X	X								X		X	X	
Norway	X	X	X		X	X	X		X	X		X	X		X	X	X	X		X	X			X				X	X									X	X	X	X	
Oman		X	X		X	X				X					X	X	X	X					X						X	X								X				
Pakistan		X	X		X	X				X					X	X	X	X											X	X								X				
Panama		X	X		X	X				X					X	X	X	X			X								X	X								X				
Paraguay		X	X		X	X				X					X	X	X	X				X							X	X									X			
Peru		X	X		X	X				X					X	X	X	X					X						X	X									X			
Philippines		X	X		X	X	X		X	X		X	X		X	X	X	X			X						X	X	X	X								X		X	X	
Poland	X	X	X	X	X	X	X		X	X	X		X	X	X	X	X	X			X	X			X		X	X	X	X		X					X	X	X	X	X	X
Portugal	X	X	X		X	X	X		X	X		X	X		X	X	X	X		X	X						X	X	X	X								X	X	X	X	X
Puerto Rico	X	X	X		X	X	X		X	X		X	X		X	X	X	X		X	X				X		X	X	X	X		X		X				X		X	X	
Qatar		X	X		X	X				X					X	X	X	X											X	X								X				
Reunion		X				X				X					X	X	X	X											X	X								X				
Romania		X	X	X	X	X				X					X	X	X	X			X							X	X									X		X	X	
Russia		X	X	X	X	X			X	X					X	X	X	X			X							X	X										X		X	X
Rwanda		X	X		X	X				X					X	X	X	X										X	X										X		X	X
Saudi Arabia		X	X		X	X				X					X	X	X	X							X				X	X									X		X	X
Senegal		X																										X											X			

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Serbia		X	X		X	X				X					X	X	X	X				X						X									X		X	X			
Singapore		X	X	X	X	X	X		X	X	X		X	X		X	X	X	X			X	X		X		X	X	X									X	X	X	X		
Sint Maarten		X																																				X					
Slovakia	X	X	X		X	X				X						X	X	X	X			X			X				X	X								X		X	X		
Slovenia	X	X	X		X	X				X						X	X	X	X						X				X	X								X		X	X		
South Africa		X	X		X	X	X			X						X	X	X	X						X				X	X								X		X	X		
South Korea		X	X	X	X	X	X		X	X						X	X	X	X			X			X			X	X	X								X	X	X	X		
Spain	X	X	X	X	X	X	X		X	X	X		X	X		X	X	X	X		X	X			X			X	X	X		X				X			X	X	X	X	
Sri Lanka		X	X		X	X				X						X	X	X	X										X	X								X					
St. Kitts & Nevis		X				X				X								X	X										X	X								X					
St. Lucia		X				X				X								X	X									X	X									X					
St. Vincent and the Grenadines						X				X								X	X					X																			
Suriname						X				X								X	X						X																		
Sweden	X	X	X	X	X	X	X		X	X	X		X	X		X	X	X	X		X	X			X			X	X	X		X						X	X	X	X	X	
Switzerland	X	X	X	X	X	X	X		X	X	X		X	X		X	X	X	X		X	X			X			X	X	X		X						X	X	X	X	X	
Taiwan		X	X	X	X	X	X		X	X						X	X	X	X			X						X	X	X									X				
Tanzania		X			X	X				X						X	X	X											X										X				
Thailand		X	X	X	X	X	X		X	X						X	X	X	X			X						X	X	X									X	X			

Country / Territory	ROW	UPS WorldShip® software/UPS® UPSlink/UPS® CrossWare	UPS CampusShip™ technology	Quantum View™ Data Service	Quantum View Manage™ Service	Quantum View Notify™ Service	Quantum View Manage™ for Importers Service	UPS® File Download for Quantum View™ software	UPS® Claims on the Web	UPS My Choice™ Administration Tool	UPS® Billing Center	UPS® Host Manifest Upload Service	UPS® Billing Analysis Tool	UPS® Billing Data and PDF Invoice	UPS Data Exchange Services†	UPS.com™ Shipping	UPS.com™ Internet Freight Shipping	UPS.com™ Tracking	UPS.com™ Calculate Time and Cost	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® Locator Plug-In for UPS Access Point™ Locations	UPS Paperless™ Invoice/Paperless Document Setup Process	UPS® PLD Certification Tool	UPS® Schedule a Pickup	UPS Hundredweight Service™ (CWT) Rating	UPS.com™ Alert Customization Tool	UPS.com™ Manage Inbound Charges	UPS My LTL Services	UPS.com™ Marketplace Shipping	UPS® Customized Alerts Functionality	UPS® Hazardous Materials Functionality	UPS® Email Invoice	UPS® Returns Manager	UPS® Returns Manager Plug-In						
Trinidad & Tobago		X				X				X							X	X										X	X								X									
Tunisia		X	X		X	X				X						X	X	X	X										X	X									X							
Turkey		X	X	X	X	X				X						X	X	X	X			X							X	X									X							
Uganda		X	X		X	X				X						X	X	X	X										X	X									X							
Ukraine		X			X	X			X	X						X	X	X	X										X	X									X		X	X				
United Arab Emirates		X	X		X	X				X						X	X	X	X										X	X									X		X	X				
United Kingdom	X	X	X	X	X	X	X		X	X	X		X	X		X	X	X	X		X	X			X		X	X	X	X	X		X				X	X	X	X	X	X	X			
United States	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Uruguay		X	X		X	X				X						X		X	X				X						X	X										X						
U.S. Virgin Islands		X	X		X	X			X	X			X	X		X		X	X						X					X						X										
Uzbekistan		X																											X												X					
Venezuela		X	X		X	X				X						X		X	X				X						X	X											X					
Vietnam		X	X		X	X			X	X				X		X	X	X	X			X							X	X											X					
Zambia		X	X		X	X				X						X	X	X	X											X	X										X					
Zimbabwe		X	X		X	X				X						X	X	X	X											X	X										X					

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<sup>i</sup> Data Exchange Services as set forth in each Data Exchange Order Form.

<sup>ii</sup> Including any overseas collectivity of France.

<sup>iii</sup> Including Bonaire, Saba, and Sint Eustatius.