

HOSTED SERVICES TERMS AND CONDITIONS
UPSPSIHST01-0619

The provision of hosted UPS-PSI Solutions by UPS Professional Services, Inc. (“UPS-PSI”) is governed by the Client Agreement entered between UPS-PSI and the customer identified thereon (“Client”), which includes without limitation the General Terms and Conditions incorporated therein, these Hosted Services Terms and Conditions (the “Hosted Services Terms”) and any Order Forms (each, an “Order Form”) entered between UPS-PSI and Client, and all schedules, exhibits, or addenda to any of the foregoing (all of the foregoing, collectively, the “Client Agreement”). These Hosted Services Terms are hereby incorporated into and made subject to the Client Agreement entered between UPS-PSI and Client. Capitalized terms used herein but not defined have the meaning ascribed to such terms in the Client Agreement or the General Terms and Conditions incorporated therein.

1. Definitions.

a. “**Authorized User**” means Client’s employees, agents and contractors who are authorized by Client to have access to the Hosted Services and have a need to access the Hosted Services for purposes of fulfilling their duties to Client. Direct Competitors cannot be Authorized Users.

b. “**Carrier Component**” means a component of the Hosted Services that implements communication interfaces to a Supported Carrier System and/or maintains the rules, regulations, and operational requirements for a Supported Carrier and which, in combination with other Hosted Services components, enables shipping with such Supported Carrier. In addition, for certain carriers, the Carrier Component enables the transmission of shipping manifest data to the Supported Carrier and the download of Supported Carrier rates.

c. “**Carrier Information**” means information about a Supported Carrier’s shipping and transportation services obtained from the Supported Carrier’s Carrier Component of the Hosted Services.

d. “**Direct Competitor**” means (i) any transportation logistics company; (ii) FedEx Corporation, United States Postal Service, TNT Express N.V., or DHL Express Germany GmbH; or (iii) any entity controlling, controlled by, or under common control with any of the entities in sections (i) or (ii) hereof.

e. “**Hosted Services**” means a service identified as a “Hosted Service” on an Order Form operated and provided by UPS-PSI.

f. “**Hosted Services Materials**” means the Hosted Services and any Documentation related thereto, cumulatively

g. “**Hosted Services Support Fees**” means UPS-PSI’s then-current rates that will be invoiced to Client for the Hosted Services Support Services during each Renewal Term.

h. “**Hosted Services Support Policy**” means the UPS-PSI support policy for the Hosted Services, which is published at <http://www.shipexec.com/support>, as the same may be updated by UPS-PSI from time to time at any time.

i. “**Hosted Services Support Services**” means support provided for the Hosted Services in accordance with the Hosted Services Support Policy.

j. “**Supported Carrier(s)**” means those parcel shipping carriers and other transportation providers identified on an Order Form.

k. “**Supported Carrier System**” means that service maintained by a Supported Carrier that exchanges Carrier Information with a Carrier Component.

l. “**Third Party Licensors**” means those persons or entities whose software and services are incorporated as part of a Hosted Service, including, without limitation, ConnectShip, Inc.

2. Hosted Services.

a. Rights. Subject to Client’s compliance with the terms and conditions of the Client Agreement and in consideration of the Hosted Services Fees, if an Order Form includes Hosted Services subscribed to by Client, UPS-PSI will provide to Client, and Client may access during the Term, the Hosted Services only for the purpose of tendering shipments made on behalf of Client to the Supported Carriers for Client’s sole benefit. UPS-PSI will provide the Hosted Services to Client in accordance with these Hosted Services Terms. Client may only access the Hosted Services from computing devices located in the Permitted Territory for Client’s internal purposes during the Term of these Hosted Services Terms.

b. Availability. The Hosted Services will be available except for (A) scheduled service downtime as Client may be notified from time-to-time; (B) service downtime or degradation due to Force Majeure Event; (C) any other circumstance beyond UPS-PSI’s reasonable control, including downtime caused by Third Party Licensors, Client’s misuse of

the Hosted Services, or use of the Hosted Services other than in compliance with the express terms of these Hosted Services Terms and the Documentation; and (D) any suspension or termination of Client's access to or use of Hosted Services as permitted by these Hosted Services Terms.

c. **Control.** Except as otherwise expressly provided in these Hosted Services Terms, as between the parties, UPS-PSI has and will retain sole control over the provision, management, and operation of Hosted Services, including the: selection, deployment, modification, performance, and replacement of Hosted Services.

3. Intellectual Property Rights. Client hereby acknowledges that the Hosted Services Materials and any intellectual property therein or thereto are the sole property of UPS-PSI, its Affiliates, or the Third Party Licensors. Client has not acquired any ownership interest in the Hosted Services Materials and will not acquire any ownership interest in the Hosted Services Materials by reason of these Hosted Services Terms. Client will keep the Hosted Services Materials free from any liens, claims, or encumbrances, attachments, rights of others and legal processes of Client's creditors or any other person or entity.

4. Limitations. Client will not publish, disclose, or otherwise make available to any third party the Hosted Services. Client will not rent, lease, encumber, pledge, lend, copy, make available, distribute, or act as a service bureau as to the Hosted Services or any component thereof. Client will not reverse engineer, decompile, or disassemble the Hosted Services, or any component thereof.

5. Hosted Services Support Services. Subject to Client's compliance with the terms and conditions of the Client Agreement and in consideration of the Hosted Services Fees, if an Order Form grants to Client access to the Hosted Services, then during the Term for which Client has paid the Support Fees included in its Hosted Services Fees, UPS-PSI will provide to Client Hosted Services Support Services, unless terminated earlier as provided herein. Hosted Services Support Services will be provided by UPS-PSI in accordance with the Hosted Services Support Policy, which may be updated by UPS-PSI at any time from time to time. If any change by UPS-PSI will result in a material decrease in the support provided by UPS-PSI, then UPS-PSI will provide Client with thirty (30) calendar days' written notice prior to such change. Within thirty (30) calendar days of receiving such notice from UPS-PSI, Client may terminate the applicable Order Form by providing written notice to UPS-PSI of such termination, and such termination by Client will become effective sixty (60) calendar days after UPS-PSI's receipt thereof. In the event of a termination by Client pursuant to this Section, Client will receive a pro rata refund of any Support Fees paid for the remainder of the then-current Term.

6. Restrictions.

a. **Acceptance.** Client will be deemed to have accepted the terms and conditions of these Hosted Services Terms upon Client's signing and returning to UPS-PSI an executed Signature Page, Order Form including Hosted Services, or amendment incorporating these Hosted Services Terms, or the commencement of any Hosted Services, whichever occurs first. The banking, negotiation, or other use of any payment will not constitute an acceptance by UPS-PSI.

b. **Right to Monitor Compliance.** UPS-PSI reserves the right to monitor Client's use of the Hosted Services, to confirm compliance with the requirements of these Hosted Services Terms.

c. **Supported Carriers.** Client acknowledges that if a Hosted Service provides access to Supported Carriers, UPS-PSI may add or subtract carriers from the Supported Carriers accessible through the Hosted Service at any time. UPS-PSI will take commercially reasonable efforts to provide written notice to Client before the addition or deletion of any carrier as a Supported Carrier. If UPS-PSI deletes a carrier from the Supported Carriers, Client may no longer use such Hosted Service, including the applicable Carrier Component, to access such carrier's Carrier Information or Supported Carrier System. Client will not be due any refund of Hosted Services Fees and hereby waives any claim against UPS-PSI in respect to damages or liability arising from the deletion of a carrier as a Supported Carrier to the extent permitted under applicable law. Client's use of Carrier Information, and access to Supported Carrier Systems is further subject to any other terms and conditions that UPS-PSI may provide to Client in writing or in electronic format, as so required by the applicable Supported Carrier, including, but not limited to the terms and conditions of Supported Carriers attached hereto as Schedule 2. Client's execution of an Order Form including Hosted Services that accesses a Supported Carrier constitutes Client's acceptance of the Supported Carrier's terms and conditions contained in Schedule 2 or otherwise provided by UPS-PSI to Client and that such Supported Carriers will be third party beneficiaries to such terms and conditions, as applicable.

d. **Third Party Licensors.** Client acknowledges that the Hosted Services may include intellectual property provided to UPS-PSI by Third Party Licensors. Such Third Party Licensors are intended third party beneficiaries of Client's obligations under this Client Agreement as regards a Third Party Licensor's intellectual property, and a Third Party Licensor may enforce any provision of this Client Agreement as regards a Third Party Licensor's intellectual property.

e. **Operation of Hosted Services.** Client will prevent unauthorized use or misuse of the Hosted Services, and will remain responsible for all such use or misuse. Client will use the Hosted Services solely for the purposes and functions expressly permitted by this Client Agreement and pursuant to UPS-PSI's instructions.

f. Harmful Code. Client will not input, upload, transmit, or otherwise provide to or through the Hosted Services any information or material that is unlawful or injurious, or activate any harmful code, virus, worm, malware or other malicious computer code intended to affect the Hosted Services, or damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Hosted Services, or UPS-PSI's provision of services to any third party, in whole or in part. Client may not use the Hosted Services to gain access, or attempt to gain access, to any computer system, web site, or database owned or operated by UPS-PSI or its Affiliates other than the Hosted Services to which Client is expressly permitted access under an Order Form.

7. Hosted Services Fees. Client understands and agrees that the rights granted to Client in and to the Hosted Services are conditioned upon Client's payment of those amounts as set forth on (i) any Order Form or (ii) invoice issued by UPS-PSI referencing this Client Agreement ("Hosted Services Fees"). During the Term, Client may request changes to the quantity and types of Hosted Services components available to Client pursuant to these Hosted Services Terms, and such changes will be valid and effective when Client fully pays the amounts specified in an applicable Order Form, change order, or invoice subsequently issued by UPS-PSI that reflects the requested changes. Client agrees that UPS-PSI is entitled to implement an annual rate increase of up to five percent (5%) of the then current Hosted Services Fees, effective on each anniversary of the effective date of the applicable Order Form for Hosted Services.

8. Term, Termination and Suspension.

a. Term. For each Order Form including Hosted Services, these Hosted Services Terms will be in effect for a period of twelve (12) months from the effective date of such Order Form (the "Initial Term"), but will renew automatically for additional subsequent twelve (12) month terms (each a "Renewal Term," and cumulatively, the Initial Term and all Renewal Terms, the "Term"), unless terminated earlier pursuant to the terms of this Client Agreement. Client will return the Hosted Services Documentation and all copies thereof for Hosted Services included in an Order Form to UPS-PSI within thirty (30) days after termination or expiration of these Hosted Services Terms for such Order Form for any reason. Upon termination or expiration of these Hosted Services Terms for an order Form, all consents and other rights granted to Client hereunder for Hosted Services included in such Order Form will immediately terminate. UPS-PSI and its licensors reserve all rights not specifically granted to Client herein. Upon termination or expiration of these Hosted Services Terms for an Order Form, the rights granted to Client under these Hosted Services Terms will automatically terminate and UPS-PSI will have no further obligation to provide the Hosted Services of such Order Form.

b. Non-Renewal. If Client desires that these Hosted Services Terms should not renew, Client must provide UPS-PSI with ninety (90) days' written notice of non-renewal prior to the end of the Initial Term or any subsequent Renewal Term. If UPS-PSI desires that these Hosted Services Terms should not renew, UPS-PSI must provide Client with thirty (30) days' prior written notice of non-renewal prior to the end of the Initial Term or any subsequent Renewal Term.

c. Termination for Convenience. Either party may, at its election, upon sixty (60) days' prior written notice, terminate these Hosted Services Terms for an Order Form including Hosted Services; provided, however, that the termination of these Hosted Services Terms will not affect in any way any right or claim of any party hereto incurred or accruing prior to the date of termination, including without limitation, any right or claim of UPS-PSI for compensation payable for Hosted Services rendered or reimbursable expenses incurred prior to such termination date. In the case of termination by Client prior to the end of the Initial Term, Client will be responsible for paying the full amount of the Hosted Services Fees, including taxes, due through the end of the Initial Term.

d. Termination for Cause. If UPS-PSI in its sole judgment believes that (i) a Hosted Service included in an Order Form or its associated Documentation is being used for a purpose not approved by UPS-PSI, or in violation of Applicable Law; (ii) UPS-PSI's or any third party's rights are jeopardized or potentially exposed to liability or damage; or (iii) Client is in default under these Hosted Services Terms or any other agreement between Client and UPS-PSI, then UPS-PSI may immediately suspend Client's rights in the Hosted Services of such Order Form or terminate these Hosted Services Terms without UPS-PSI having to take any additional action.

e. Suspension of Access. In addition to the rights set forth in Sections 8(c) and 8(d), Client acknowledges that UPS-PSI has the right to prohibit access to any part of the Hosted Services at any time as UPS-PSI deems necessary in its sole discretion, without limitation, to: (i) prevent access to the Hosted Services or Hosted Services Materials that is not in compliance with the terms and conditions of these Hosted Services Terms; (ii) correct a material error in the Hosted Services or Hosted Services Materials; or (iii) comply with Applicable Law.

9. Use of Hosted Services.

a. Authorized Users. Client shall be responsible to ensure that each Authorized User granted a user ID and password to a Hosted Service: (i) is fully aware of all of Client and Authorized User obligations under these Hosted Services Terms and acts in accordance with them; (ii) maintains the secrecy and security of the user ID and password; and (iii) does not disclose them to any other party or allow any other party to use them to access the Hosted Services. Client shall be

responsible for any use or access of the Hosted Services through use of such user IDs and passwords, whether such access was authorized or not. UPS-PSI shall be entitled to rely upon the data input through use of the user ID and password assigned to any Authorized User without any obligation to identify or otherwise verify any person or entity that gains access to the Hosted Services by means of such user ID and password. UPS-PSI will not be responsible and will have no liability for loss, damage, or other liability arising from Client's failure to protect the confidentiality and security of its passwords. Client will have sole responsibility for security and access control for the private network connection, if selected.

b. Administrative Functions. Certain Hosted Services include administrator functionality. If the Hosted Services licensed by Client include administrator functionality, UPS-PSI shall set up one or more Authorized Users as an administrator ("Administrator") who has the authority to distribute, create, delete, update, and reset user IDs and passwords used by Authorized Users to access the Hosted Services. To the extent made available by UPS-PSI to Client, the Hosted Services may include certain other administrative functions including without limitation the ability to permit Client to customize or configure Client's implementation of the Hosted Services and the data and/or options available thereon and to communicate with, and maintain the list of, Authorized Users. Client agrees it is solely responsible for any and all maintenance, support and liabilities related to Client's configurations and customizations implemented using such administrative functions and any notifications or other communications sent to its Authorized Users through the Hosted Services. All such configurations and customizations shall remain the exclusive property of UPS-PSI pursuant to Section 3 of these Hosted Services Terms.

c. Client Systems. Client acknowledges and agrees that Client and its Authorized Users are solely responsible for the physical, logical, and technical security, back-up, archival, and recovery procedures, and safeguards for the servers, software, connectivity, and equipment operated, maintained, or provided by Client or its Authorized Users and associated data contained therein.

d. Client Data License. Client grants UPS-PSI a limited, non-exclusive, non-transferable, non-assignable, royalty-free license to use any and all Data that Client submits to UPS-PSI in connection with UPS-PSI's provision of the Hosted Services as necessary to operate and maintain the Hosted Services, including without limitation, to configure, format and display the Hosted Services and to manipulate and display such Data for the processing of transactions and shipments on behalf of Client.

e. Use of Client's Mark. In the event Client desires to have its designated logo or mark ("Client's Mark"), displayed on the Hosted Services' custom interface and/or on the shipping label, Client hereby grants to UPS-PSI, a non-exclusive, non-transferable, royalty-free right and license to copy and use Client's Mark solely for the purposes of affixing Client's Mark on the Hosted Services' custom interface and/or shipping label in a location designated by UPS-PSI for such purposes. Other than Client's Mark, no rights in and to Client's trademarks, service marks, name(s), trade name(s), words, images and any indicia associative of Client are granted herein.

f. Client Indemnification. Client shall indemnify and hold harmless UPS-PSI and Supported Carriers and the directors, officers, employees, and agents of each of them, (each, an "Indemnitee") from and against any and all losses, damages, fees, judgments, costs and expenses (including attorneys' fees) which the Indemnitee may suffer or incur arising out of or in connection with any claim, demand, suit or cause of action: (i) arising from or alleging Client's, or its Authorized Users' use of the Hosted Services other than in accordance with this Client Agreement; or (ii) alleging that any Data that Client submits to UPS-PSI in connection with UPS-PSI's provision of the Hosted Services or any portion thereof, or an Indemnitee's use thereof as authorized herein, infringes or violates any third party right including without limitation patent, copyright, trade secret, trademark, or other third party intellectual property right; or (iii) alleging that Client's Mark infringes or violates any third party trademark, brand, service mark, name, trade name, logo or other intellectual property right. UPS-PSI shall provide prompt notice to Client of any such claim for which an Indemnitee seeks to invoke Client's indemnity obligations.

10. Third Party Contractors. Client acknowledges and understands that UPS-PSI may use the services of third party service providers in connection with the performance of Hosted Services under these Hosted Services Terms, and agrees to comply with all applicable third party terms provided.

11. Survival. Notwithstanding anything to the contrary contained in the Client Agreement, the provisions of Sections 1, 3, 6(d), 8(a) (second sentence), 9(f) and 11 of these Hosted Services Terms will survive the termination or expiration of the Client Agreement or these Hosted Services Terms.

[End of Hosted Services Terms and Conditions]

JURISDICTION-SPECIFIC TERMS APPENDIX

BELGIUM

1. “UPS-PSI” means United Parcel Service Belgium NV, an entity established under the laws of Belgium.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”
3. **Section 8. Termination.** *The following sentence is hereby added at the end of Section 8:*
“For clarity, UPS-PSI’s termination rights under Section 8 do not require the prior intervention of any court.”

BULGARIA

1. “UPS-PSI” means UPS Europe SPRL, an entity established under the laws of Belgium.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

CANADA

1. “UPS-PSI” means United Parcel Service Canada Ltd.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”
3. **Section 12. English Language.** *The following is hereby added as a new Section 12:*
“**12. English Language.** 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 par les présentes qu’elles exigent que cette entente et tous les documents y afférents soit pour le présent ou le futur, soient rédigés en langue anglaise seulement.*”

CHINA

1. “UPS-PSI” means UPS Parcel Delivery (Guangdong) Co Ltd., an entity established under the laws of the People’s Republic of China.
2. “**PRC**” means, for the purposes of this Agreement only, the People’s Republic of China but excluding the Hong Kong and Macau Special Administrative Regions and Taiwan. “China” refers to the PRC.
3. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”
4. **Section 2(a). Hosted Services.** *The following text is hereby added to the end of Section 2(a):*
“Client acknowledges and agrees that in providing access to the Hosted Services, UPS-PSI is reselling Hosted Services provided from outside the PRC by its Affiliate, UPS Professional Services, Inc.”

GERMANY

1. “UPS-PSI” means United Parcel Service Deutschland S.à r.l. & Co. OHG, an entity established under the laws of Germany.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

HONG KONG

1. “UPS-PSI” means UPS Parcel Delivery Service Limited, an entity established under the laws of Hong Kong.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

INDIA

1. “UPS-PSI” means United Parcel Service Singapore Pte Ltd., an entity established under the laws of Singapore.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”
3. **Section 9. Use of Hosted Services.** *The following is hereby added at the end of Section 9(d):*
“The Client hereby confirms having obtained waivers from its officers and employees, in favour of UPS-PSI, in respect of all of the moral rights in the Data that Client submits to UPS-PSI in connection with UPS-PSI’s provision

of the Hosted Services, and agrees to execute, or obtain the execution of, any additional documents in respect of the waiver. Client hereby acknowledges and agrees that all licenses in the Data granted to UPS-PSI under this Agreement shall not lapse or revert to the Client or be deemed to lapse or revert to the Client, if not exercised by UPS-PSI for any duration of time.”

ITALY

1. “**UPS-PSI**” means United Parcel Service Italia SRL, an entity established under the laws of Italy.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”
3. **Section 12. Approval of Clauses Pursuant to Articles 1341 and 1342 of the Italian Civil Code.** *The following is hereby added as a new Section 12:*

“12. Approval of Clauses Pursuant to Articles 1341 and 1342 of the Italian Civil Code. Pursuant to and to the purposes of articles 1341 and 1342 of the Italian Civil Code, Client declares to specifically approve the following clauses: Sections 2(b), 5, 6(c), 8(e), 9(a), (b) and (f), and 11.”

JAPAN

1. “**UPS-PSI**” means UPS Japan Co., Ltd., an entity established under the laws of Japan.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

MALAYSIA

1. “**UPS-PSI**” means United Parcel Service (M) Sdn Bhd., an entity established under the laws of Malaysia.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

MEXICO

1. “**UPS-PSI**” means United Parcel Service de Mexico SA de CV, an entity established under the laws of Mexico.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

SINGAPORE

1. “**UPS-PSI**” means United Parcel Service Singapore Pte Ltd., an entity established under the laws of Singapore.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

SOUTH KOREA

1. “**UPS-PSI**” means United Parcel Service Korea Co. Ltd.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

SPAIN

1. “**UPS-PSI**” means United Parcel Service Espana Ltd Y Compania SRC, an entity established under the laws of Spain.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

SWITZERLAND

1. “**UPS-PSI**” means UPS United Parcel Service (Schweiz) AG, an entity established under the laws of Switzerland.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

TAIWAN

1. “**UPS-PSI**” means UPS International, Inc. (Taiwan Branch), an entity established under the laws of Taiwan.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

UNITED KINGDOM

1. “**UPS-PSI**” means UPS Limited, an entity established under the laws of England and Wales.
2. Add to the end of the definition for “**Third Party Licensors**” the following: “and UPS Professional Services, Inc.”

[End of Jurisdiction-Specific Terms Appendix]

Schedule 2
Restrictions on use of Carrier Information and
Access to Supported Carrier Systems

A. United Parcel Service.

One Carrier Component of the Hosted Services allows a communication interface with United Parcel Service, Inc. and its Affiliates (“UPS”) as the Supported Carrier.

(a) Use of Information. Client may use UPS Carrier Information for Client’s own personal or internal business purposes (as appropriate) associated with (i) shipping for Client’s own benefit, (ii) instructing a supplier to ship for Client’s benefit, or (iii) receiving packages through transportation services provided by UPS. This right to use includes the right for Client to use UPS Carrier Information (A) to establish delivery dates, (B) provide delivery information to Client’s customers, (C) in the operation of Client’s customer support service centers and (D) to make payments to UPS. Client acknowledges and agrees that the UPS Carrier 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, Client acknowledges that data in addition to the UPS Carrier Information will be required in order for Client or any third party to obtain a guaranteed service refund, any other adjustment, or refunds against service fees or for reconciliation of invoices for services.

(b) Restrictions on Disclosure. Client will treat as confidential all UPS Carrier Information and to only disclose UPS Carrier Information to parties having a bona fide interest in such UPS Carrier Information (e.g., the shipper, consignee or third party payor), on a need-to-know basis and only to the extent reasonably required for the performance of this Agreement, provided Client ensures such parties use the UPS Carrier Information in accordance with all restrictions of this Agreement.

(c) Negotiated Rate Information. The Hosted Services may provide access to specific pricing terms and charges resulting from confidential negotiations between Client and UPS (“**Negotiated Rate Information**”). Client may use Negotiated Rate Information solely in Client’s internal accounting and billing operations to facilitate payment of charges associated with Client’s UPS account and Client may not disclose Negotiated Rate Information other than to a third party that controls, is controlled by, or under common control with, whether directly or indirectly, Client.

(d) Reference Rates. Client acknowledges and agrees that actual shipping charges invoiced by UPS may differ from rates provided as UPS Carrier Information by the Hosted Services even when the Hosted Services provides Negotiated Rate Information. Factors that may affect Client’s actual invoice include but are not limited to the following: actual package characteristics are different than as described; 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.

(e) Tracking. Client may only use the tracking functionality of the Hosted Services to retrieve UPS Carrier Information related to shipments tendered by Client, a third party for delivery to Client, or on Client’s behalf (“**Tendered Shipment**”). Certain tracking functionality of the Hosted Services may allow Client to direct UPS to provide tracking results to an e-mail address Client provides. Client will direct the Hosted Services to send tracking results for a Tendered Shipment only to an e-mail address controlled by a person affiliated with such Tendered Shipment. In the event an addressee indicates to Client that such addressee no longer desires to receive e-mail messages relating to Tendered Shipments, Client shall immediately cease using the Hosted Services to direct UPS to send e-mail messages to such addressee. In no event shall UPS be liable for any failure or delay in the transmission or receipt of any tracking results e-mail. Client is solely responsible for the content of any text provided by Client and transmitted as part of a tracking results e-mail. Client shall not include in any tracking results e-mail any content which may be harassing, defamatory, libelous, or injurious to any other person.

(f) UPS Hazardous Materials Functionality.

(i) Restrictions. Client agrees to use the UPS Hazardous Materials Functionality of the UPS Supported Carrier System (1) to facilitate the shipment of those dangerous goods and hazardous materials identified in Client’s Hazmat Service Agreement during the period such Hazmat Service Agreement is in effect and then (2) only in those countries set forth in Client’s Hazmat Service Agreement where hazardous materials service is available.

(ii) 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 CANADIAN TRANSPORTATION OF DANGEROUS GOODS ACT 1992, THE CANADIAN TRANSPORTATION OF DANGEROUS GOODS REGULATIONS, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION'S TECHNICAL INSTRUCTIONS FOR THE SAFE TRANSPORT OF DANGEROUS GOODS BY AIR, THE INTERNATIONAL MARITIME ORGANIZATION AND THE INTERNATIONAL AIR TRANSPORT ASSOCIATION'S DANGEROUS GOODS REGULATIONS;
- *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);
- *India:* ENVIRONMENT PROTECTION ACT, 1986, HAZARDOUS AND OTHER WASTES (MANAGEMENT AND TRANSBOUNDARY MOVEMENT) RULES 2016, MOTOR VEHICLES ACT 1988, THE AIRCRAFT (CARRAIGE OF DANGEROUS GOODS) RULES 2003, MANUFACTURE, STORAGE AND IMPORT OF HAZARDOUS CHEMICALS RULES 1989, THE CARRIAGE BY ROAD ACT 2007;*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 2018; AND
- *Taiwan:* HANDBOOK FOR INSPECTORS OF DANGEROUS GOODS, RULES GOVERNING CIVIL AVIATION TRANSPORTATION BUSINESS, RULES GOVERNING AIR CARGO FORWARDER BUSINESS, RULES GOVERNING THE OPERATOR OF AIR CARGO DISTRIBUTION TERMINAL, ROAD TRANSPORT SAFETY REGULATIONS, THE RULES GOVERNING IMPORT AND EXPORT OF HUMAN ORGANS, TISSUES AND CELLS, THE INTERNATIONAL AVIATION ORGANIZATION'S TECHNICAL INSTRUCTIONS FOR THE SAFE TRANSPORT OF DANGEROUS GOODS BY AIR AND THE INTERNATIONAL AIR TRANSPORT ASSOCIATION'S DANGEROUS GOODS REGULATIONS.

(iii) *Indemnification.* CLIENT WILL, AT CLIENT'S SOLE COST AND EXPENSE, INDEMNIFY AND HOLD UPS HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO USE BY CLIENT AND/OR CLIENT'S EMPLOYEES, AGENTS, OR CONTRACTORS OF THE UPS HAZARDOUS MATERIALS FUNCTIONALITY.

[End of Schedule 2]