

LOCAL SOFTWARE TERMS AND CONDITIONS
UPSPSILST01-0619

The provision of UPS-PSI Solutions comprising local software 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 Local Software Terms and Conditions (the “Local Software 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 Local Software 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. “**Carrier Component**” means a component of the Local Software 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 Local Software 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.

b. “**Carrier Information**” means information about a Supported Carrier’s shipping and transportation services obtained from the Supported Carrier’s Carrier Component of the Local Software.

c. “**Local Software**” means the UPS-PSI proprietary software identified on the applicable Order Form, in object code format, which is installed on computers or servers owned or exclusively controlled by Client, and including any Updates for such software provided to Client by UPS-PSI.

d. “**Local Software Fees**” means, collectively, those amounts established by UPS-PSI to license the Local Software (including the Local Software Support Fees), as such amounts are set forth on (i) any Order Form (including the Initial Order Form) or (ii) invoice issued by UPS-PSI referencing this Client Agreement.

e. “**Local Software Materials**” means the Local Software and any Documentation related thereto, cumulatively.

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

g. “**Local Software Support Policy**” means the UPS-PSI support policy for the Local Software, 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.

h. “**Local Software Support Services**” means support provided for the Local Software in accordance with the Local Software Support Policy, including the provision of Updates.

i. “**Premises**” means the location identified on an Order Form.

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 whose software is licensed for inclusion in or distribution with the Local Software identified on an Order Form, including, without limitation if applicable, ConnectShip, Inc.

m. “**Updates**” means enhancements, upgrades, and updates to the Local Software provided to or made available to current subscribers of the Local Software Support Fees.

2. Local Software.

a. Grant. Subject to Client’s compliance with the terms and conditions of this Client Agreement and in consideration of the Local Software Fees, if an Order Form includes Local Software licensed to Client, UPS-PSI grants to Client during the Term a personal, temporary, non-transferable in any manner (including but not limited to sub-license, distribution, or rent), non-exclusive license to (i) install the Local Software on hardware located at the Premises and (ii) use the Local Software only for the purpose of tendering shipments made on behalf of Client to the Supported Carriers for Client’s sole benefit. Client’s use of the Local Software will at all times be in compliance with the express terms of this Client Agreement and the Documentation.

b. Local Software Fees. Client understands and agrees that the rights granted to Client in and to the Local Software conditioned upon Client's payment of the Local Software Fees. During the Term, Client may request changes to the quantity and types of Local Software components available to Client pursuant to these Local Software 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.

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

3. Intellectual Property Rights. Client hereby acknowledges that the Local Software 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 Local Software Materials and will not acquire any ownership interest in the Local Software Materials by reason of these Local Software Terms. Client will keep the Local Software 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. Local Software Support Services.

a. Access to Local Software Support Services and Updates. Subject to Client's compliance with the terms and conditions of this Client Agreement and in consideration of the Local Software Support Fees, then during the Initial Term and during any Renewal Term for which Client has paid the Local Software Support Fees, then UPS-PSI will provide Local Software Support Services to Client and UPS-PSI grants to Client access to the customer downloads website for the Local Software for the purpose of downloading Updates for the Local Software. 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 Local Software Support Fees paid for the remainder of the then-current Term.

b. Local Software Support Fees. Local Software Support Services and access to the customer downloads website for the Local Software will renew automatically, and Local Software Support Fees will be due in accordance with Section 4(a), unless either party provides notice at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. Prior to the end of the Initial Term or the then-current Renewal Term, as applicable, UPS-PSI will invoice Client the Local Software Support Fees for the upcoming Renewal Term.

c. Exclusions. For clarity, Updates do not include (i) enhancements, upgrades, or updates for any carrier that is not a Supported Carrier; (ii) support required by any Force Majeure Event; (iii) rate and zone changes or changes in Supported Carriers' shipping rules and regulations for any carrier tailored specifically for Client; or (iv) support or maintenance for any programs or scripts written by Client or any third party or custom program changes to the Local Software created solely for the benefit of Client.

d. Discontinuance of Carrier Components. UPS-PSI may cease providing Updates for any Carrier Component at any time and without providing Client any refund or other remedy if UPS-PSI determines, in its sole discretion, that such actions are requested or required by the applicable Supported Carrier.

5. Restrictions.

a. Transfer and Access. Client will not in any manner modify, adopt, translate, sublicense, assign, sell, lend, give, redistribute, resell, lease, license, market, transfer, grant access to, or otherwise disclose, including on a time-share basis, the Local Software Materials or any rights to the Local Software Materials to any other Person.

b. Copies. Client will not duplicate the Local Software Materials, except: (i) as required for Client to install the Local Software at the Premises to exercise the rights granted in Section 2, and (ii) to make one (1) back-up copy of the Local Software or Documentation for backup, disaster recovery, or business continuity where necessary. Such back-up copy must include UPS-PSI's copyright and other proprietary notices, and is subject to all the terms of this Agreement. All copies of the Local Software Materials, whether production or back-up, must remain at the Premises.

c. Current Version. Client will use only the most recent version of the Local Software provided by UPS-PSI. Upon any Update, Client will return to UPS-PSI or destroy all copies (if applicable) of any previous versions of the Local Software superseded by the current version, including all backup copies. If Client fails to timely install an Update to any Local Software licensed to Client, the functionality, accuracy, and effectiveness of the Local Software may be adversely

impacted and UPS-PSI and its Third Party Licensors will have no liability to Client, whether for direct damages, indirect damages, or damages under any other theory to the extent resulting from errors in the Local Software that would not have occurred if Client had installed such Update in a timely manner.

d. Supported Carriers. Client acknowledges that UPS-PSI may add or subtract carriers from the Supported Carriers accessible through the Local Software 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 the Local Software, including the applicable Carrier Component, to access such carrier's Carrier Information or Supported Carrier System. Client will not be due any refund of Local Software 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. 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 Local Software that accesses a Supporter 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.

e. Third Party Licensors. Client acknowledges that the Local Software includes 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.

f. Planning Purposes. Client acknowledges that the Carrier Information is provided for planning purposes only, and may be insufficient to determine whether adjustments or service refunds are due from a Supported Carrier. Client may consult each Supported Carrier for further information on the procedures and data required for a service refund from such Supported Carrier.

g. Harmful Code. Client will not input, upload, transmit, or otherwise provide to or through the Local Software 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 Local Software, or damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Local Software.

h. Reverse Engineering. Client will not modify, translate, reverse engineer, disassemble, reverse compile, replicate or create derivative works based upon the Local Software, or otherwise attempt to discover the underlying source code of the Local Software for any purpose, and will not knowingly circumvent or defeat (or attempt to circumvent or defeat) any technological measures implemented by UPS-PSI to protect the copyright, trade secrets, or other intellectual property rights subsisting in the Local Software. Except and only to the extent that such action described in the previous sentence is permitted by Applicable Law and cannot be waived in the Permitted Territory where Client is established or "Jurisdiction of Performance" on an executed Order Form, Client may exercise such rights to the extent necessary (A) to achieve interoperability of the Local Software with an independently created program, but only in the event and to the extent that such information has not been made available to Client by UPS-PSI within a reasonable time upon Client's written request; and (B) to correct any defects of the Local Software preventing the Client from the lawful use of the Local Software, but only in the event and to the extent that UPS-PSI has not corrected such defects within a reasonable time after Client's written request. The exercise of such rights and the use of the provided information by Client is restricted to the parts of the Local Software necessary to achieve items (A) or (B) of this subsection. Client shall not disclose any information obtained from UPS-PSI in order to exercise the rights under item (A) of this subsection to any other person or entity unless necessary to achieve the interoperability of the independently created program as required by Applicable Law, and will not use such information for any purposes other than to achieve the interoperability of the independently created program. Client shall not use such information for development, production, or other commercial use of a computer program similar to the Local Software, or for any other activity in breach of UPS-PSI's intellectual property rights.

6. Term and Termination.

a. Term. For each Order Form including Local Software, these Local Software 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 Agreement. Client will return the Local Software Materials and all copies thereof for Local Software included in the Order Form to UPS-PSI within thirty (30) days after termination or expiration of these Local Software Terms for such Order Form for any reason. Upon termination or expiration of the Local Software Terms for an Order Form, all consents and other rights granted to Client hereunder for Local Software 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 Local Software Terms for an Order Form, the

rights granted to Client under these Local Software Terms will automatically terminate and UPS-PSI will have no further obligation to provide the Local Software.

b. Non-Renewal. If Client desires that these Local Software 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 Renewal Term. If UPS-PSI desires that these Local Software 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 Renewal Term.

c. Termination for Convenience. Either party may, at its election, upon sixty (60) days' prior written notice, terminate these Local Software Terms for an Order Form including Local Software; provided, however, that the termination of these Local Software 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 Local Software 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 Local Software 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) the Local Software Materials included in an Order Form are 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 Local Software Terms or any other agreement between Client and UPS-PSI, then UPS-PSI may immediately terminate these Local Software Terms without UPS-PSI having to take any additional action.

7. 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 arising from or alleging Client's use of the Local Software other than in accordance with this Agreement. UPS-PSI shall provide prompt notice to Client of any such claim for which an Indemnitee seeks to invoke Client's indemnity obligations

8. Survival. Notwithstanding anything to the contrary contained in the Client Agreement, the provisions of Sections 1, 3, 5(e), 6(a) (second sentence), 7 and 8 of these Local Software Terms will survive the termination or expiration of the Client Agreement or these Local Software Terms.

[End of Local Software 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 6. Termination.** *The following sentence is hereby added at the end of Section 6:*
“For clarity, UPS-PSI’s termination rights under Section 6 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 9. English Language.** *The following is hereby added as a new Section 9:*
“**9. 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. Local Software.** *If Local Software is licensed to the Client for deployment within the PRC (i.e., if Local Software is licensed under Section 2), then the following additional provisions apply:*
“To the extent that Client makes any improvements (where the term “improvement” has the same meaning as set forth in Article 27 of the *Administrative Regulations on the Import and Export of Technologies* under Applicable Law in the PRC) to the Local Software (each a “**Client Improvement**”), then without prejudice to the foregoing:
 - (i) all intellectual property rights subsisting in the Client Improvement which arise in the PRC (“**PRC Improvement IP**”), but no other rights to the Local Software, will initially vest in the Client, the Client hereby assigns and agrees to assign to UPS-PSI all right, title, and interest in the PRC Improvement IP. To the extent that, notwithstanding the foregoing, the Client retains any right, title, or interest in any PRC Improvement IP, the Client hereby grants and agrees to grant to UPS-PSI a non-exclusive, royalty-free and fully paid-up, perpetual, irrevocable license to use, practice, exploit, transmit, distribute, modify, adapt, create derivative works from and grant sub-licenses through multiple levels of, such PRC Improvement IP; and
 - (ii) all intellectual property rights in the Client Improvement which arise or otherwise obtain outside the PRC will vest in UPS-PSI upon creation and will be deemed to comprise part of the Local Software and be licensed to the Client as Local Software on the terms set forth in this Agreement solely to the extent required by Applicable Law in the PRC.
 - (iii) Client acknowledges and agrees that the ongoing license of the Local Software and access to the customer downloads website section permitting downloads of Updates to the Local Software under this Agreement constitutes fair and reasonable consideration for the assignment of the PRC Improvement Rights.

Notwithstanding any other provision, Client may modify Local Software only as expressly permitted by Applicable Law in the PRC.”

5. **Section 9. Limited Warranty.** *The following is hereby added as a new Section 9 and supersedes Section 9 of the General Terms with respect to Local Software:*

“Limited Warranties. UPS-PSI warrants that:

- (i) the Local Software at initial installation in accordance with the Documentation will at that time be complete, correct, effective, and capable of accomplishing the contractual targets. The parties acknowledge and agree that the foregoing warranty shall be deemed fulfilled and UPS-PSI’s obligations thereunder discharged in their entirety if the Local Software is in material compliance with the Documentation. In the event of any breach of this warranty, as the Client’s sole and exclusive remedy and UPS-PSI’s sole obligation and liability, UPS-PSI shall use its reasonable commercial efforts to repair, replace or modify the Local Software and/or the Documentation such that the Local Software is in material compliance with the Documentation and deliver an updated copy of the Local Software and/or Documentation to the Client;
- (ii) to the knowledge of UPS-PSI, at the time of delivery by UPS-PSI to Client, the Local Software does not contain any viruses, undisclosed expiration, time-sensitive devices, or other harmful code that would inhibit Client’s use of the Local Software consistent with the Documentation, other than functionality allowing UPS-PSI to enforce the terms of this Agreement. The sole and exclusive remedy for any failure of this warranty is UPS-PSI providing a replacement copy of the Local Software that complies with the failed warranty;
- (iii) UPS-PSI has all the necessary rights, titles, and interests in the Local Software to grant Client the rights and licenses contained in this Agreement. As and to the extent required by Applicable Law of the PRC, UPS-PSI shall: (i) defend the Client from any suit or proceeding brought by a third party against the Client to the extent based on a claim that the Local Software as and in the form provided to the Client hereunder, directly infringes any intellectual property rights of such third party (an “**IP Claim**”), and (ii) reimburse to the Client any non-appealable damages finally awarded to such third party against Licensee by a court of competent jurisdiction as a result of, and to the extent attributable to, such IP Claim (or reimburse to the Client any settlement payment the Client is required to make under a settlement of such IP Claim agreed to by UPS-PSI), but only to the extent such damages are based on the Local Software as and in the form provided hereunder. UPS-PSI’s obligations under this Section 9 are subject to the Client (i) promptly notifying UPS-PSI of the IP Claim (in any event, within thirty (30) calendar days after Client becomes aware of the IP Claim or reasonably should have known of the IP Claim), (ii) authorizing and allowing UPS-PSI to have sole control of the defense and/or settlement of the IP Claim, and (iii) providing any information, assistance and other cooperation requested by UPS-PSI in connection with the IP Claim. If, in the sole opinion of UPS-PSI, any circumstances exist which may give rise to an IP Claim, UPS-PSI may (at its discretion and upon notice to the Client): (A) amend or replace any or all of the Local Software; or (B) terminate this Agreement, in each case without further liability to the Client. This Section 9 sets forth the Client’s sole and exclusive remedy, and UPS-PSI’s sole obligation and liability, for any IP Claim or other breach of the warranty set forth in of this Section 9.”

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.”

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 9. Approval of Clauses Pursuant to Articles 1341 and 1342 of the Italian Civil Code.** *The following is hereby added as a new Section 9:*

“**9. 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 4, 5(d), 5(h), 7 and 8.”

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 Local Software 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 Local Software 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 Local Software even when the Local Software 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 Local Software 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 Local Software may allow Client to direct UPS to provide tracking results to an e-mail address Client provides. Client will direct the Local Software to send tracking results for a Tendered Shipment only to an e-mail address controlled by a person affiliated with such Tendered Shipment. In the event an addressee indicates to Client that such addressee no longer desires to receive e-mail messages relating to Tendered Shipments, Client shall immediately cease using the Local Software to direct UPS to send e-mail messages to such addressee. In no event shall UPS be liable for any failure or delay in the transmission or receipt of any tracking results e-mail. 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]