

**DEVELOPER RESOURCE CENTER
LICENSE AGREEMENT**

January 2019 – Version 8.0

BELOW ARE THE TERMS AND CONDITIONS GOVERNING THE USE OF THE TECHNICAL RESOURCES PROVIDED BY FEDEX THROUGH ITS DEVELOPER RESOURCE CENTER. TO SECURE ACCESS TO THE TESTING, DEVELOPMENT PRODUCTION AND OTHER FEATURES OF THE FEDEX DEVELOPER RESOURCE CENTER, EACH USER MUST AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. PLEASE READ THIS AGREEMENT CAREFULLY.

THE CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT (AND ANY MODIFICATION TO THIS AGREEMENT IN ACCORDANCE WITH SECTION 1) IS ACKNOWLEDGED BY CLICKING THE "ACCEPT" BUTTON SET FORTH BELOW. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND, IF APPLICABLE, ITS AFFILIATES, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH LEGAL ENTITY AND, IF APPLICABLE, ITS AFFILIATES, TO THIS AGREEMENT. ONCE ACKNOWLEDGED, THIS DOCUMENT WILL CONSTITUTE A LEGAL AGREEMENT BETWEEN FEDEX CORPORATE SERVICES, INC. ("FEDEX") AND YOU, SUCH ENTITY AND, IF APPLICABLE, ITS AFFILIATES (collectively referred to hereinafter as "You" or "Your") GOVERNING ALL USE OF THE FEDEX DEVELOPER RESOURCE CENTER AND THE TECHNICAL RESOURCES AND OTHER MATERIALS ACCESSED VIA THE DEVELOPER RESOURCE CENTER. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST SELECT THE "DECLINE" BUTTON AND YOU MAY NOT USE THE SERVICES.

PLEASE NOTE THAT ACCESS TO OTHER ELEMENTS OF THE DEVELOPER RESOURCE CENTER, INCLUDING THE TESTING AND PRODUCTION FEATURES, WILL REQUIRE A FURTHER REGISTRATION PROCESS. UPON COMPLETION OF THAT REGISTRATION PROCESS, ADDITIONAL USAGE CREDENTIALS WILL BE PROVIDED AS APPROPRIATE.

A COPY OF THIS AGREEMENT SHOULD BE PRINTED AND RETAINED FOR FUTURE REFERENCE

Section 1. Key Definitions.

- (a) "Agreement" shall mean: (1) the terms and conditions set forth herein; (2) all other terms and conditions applicable to any technical resources provided or made available to You by FedEx through its Developer Resource Center (including, without limitation, all manuals, policies, procedures or other materials which may be adopted from time to time by FedEx); (3) the terms and conditions set forth at www.fedex.com and www.fedexoffice.com; (4) the current FedEx Service Guide (the "Service Guide"), a copy of which is available by request or by download at Your country of choice at www.fedex.com; (5) any applicable FedEx Privacy Policy, a copy of which is available by request or by download at Your country of choice at www.fedex.com and www.fedexoffice.com; and (6) the terms and conditions set forth on any FedEx shipping label or air waybill, all of which may be updated, supplemented or otherwise modified by FedEx or its affiliates in its sole discretion at any time by posting a revised version of the Agreement at www.fedex.com. You acknowledge that it is Your obligation and responsibility to periodically review the terms and conditions of the Agreement at www.fedex.com and www.fedexoffice.com for any updates and revisions thereto.
- (b) "Developer Resource Center" or "DRC" shall mean the FedEx Developer Resource Center and all technical resources provided or made available in connection therewith including, but not limited to, any text, tools, services, graphics, materials, manuals, software, information, instructions, specifications, programming or other materials distributed or made available from time to time by FedEx (the "Materials") to aid developers in the development, testing and production use of software applications that interface with FedEx (each, an "Application"), including all updates and modifications thereto by FedEx. The term "Materials" also includes any beta version of the Materials which may include additional features or functionality currently under development by FedEx for inclusion in the Materials but which are not currently supported by FedEx (collectively, the "Beta Materials").
- (c) "FedEx" shall mean FedEx Corporate Services, Inc.

Section 2. Grant.

- (a) Subject to the terms and conditions of this Agreement, FedEx grants You a personal, non-exclusive, non-transferable, royalty-free license to use and access the DRC and the Materials, as instructed by FedEx from time to time, to develop on behalf of FedEx customers or account holders (each, an "End User") Applications only in those countries and locations designated by FedEx from time to time in its sole discretion ("Territory"), all at Your cost and expense and at Your sole risk.
- (b) Subject to and under the terms of this Agreement and any directions issued by FedEx from time to time, You may include select Materials in a software Application solely for the purpose of enabling an End User to use various FedEx services. If applicable, You may also be required to display of an end user license agreement ("EULA"), attached hereto as Exhibit A, which must be signed by End Users in order for such End User to receive, access, or use the Application. For purposes of this requirement, "signed" may include a clickwrap agreement executed by the End User provided that such clickwrap agreement (i) is enforceable in the countries within the Territory; (ii) displays the entire EULA to the End User on the initial start-up/installation screen (not through a link); (iii) requires the End User to scroll through the EULA before being permitted to accept the EULA; (iv) requires the End User to acknowledge the reading of the EULA by checking a box with a statement to that effect; (v) requires the End User to execute the EULA by clicking a button that says "I accept"; and, (vi) includes and complies with any other requirements necessary for a clickwrap agreement to be enforceable within each of the countries of the Territory.
- (c) You may not distribute the Materials to any third party for the purpose of such third party incorporating the Materials in an individual or separate multi-carrier system. For purposes of the Agreement, "multi-carrier system" shall mean any system which is a stand alone, or primarily, a shipping Application, system or software program providing for, without limitation, rating, labeling, routing manifesting, processing or the logistical movement of shipment via one or more carriers, in addition to FedEx. You may not distribute any Materials provided through the DRC apart from an Application.
- (d) You may not distribute the Materials provided through the DRC in any form to carriers, couriers or other entities involved in the pickup, consolidation, transportation, delivery or logistical movement of documents, packages or freight.
- (e) FedEx makes no assurance that its computer servers and systems will continue to be operated or configured in such a way that allows an Application created by You to continue to be able to connect to FedEx using the methods described in the Materials. FedEx reserves the right to make changes in its computer servers and systems, in whole or in part, for any reason and without limitation, including the right to terminate Your use of the DRC or any services offered in connection therewith. In addition, FedEx may upgrade or modify the DRC, the Materials or any services offered in connection therewith and such upgrades or modifications may necessitate that You make changes to Your internal hardware and software systems in order to continue using Your Application to connect to FedEx. You acknowledge that Your failure to make any such change or upgrade may result in You being unable to continue using or distributing an Application to or on behalf of an End User.
- (f) You shall comply with all applicable laws or regulations of any applicable jurisdiction. You agree not to use any Materials provided to You or any Application created by or for You using such Materials in any manner that: (i) infringes, violates or misappropriates the intellectual property rights of any third party; (ii) violates any anti-spamming laws and regulations; or (iii) involves or promotes any harmful or illegal activities, including without limitation, any activity that may be considered libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis forbidden by applicable laws.
- (g) During the term of this Agreement, You agree not to interfere or attempt to interfere in any manner with the functionality or proper working of the DRC. If any Application developed by You to interface with FedEx or the DRC is suspected or determined by FedEx, in its sole discretion, to create such interference or to otherwise be unsuitable or incompatible, FedEx may, without any notice to You, suspend or terminate, in whole or in part, Your access to the FedEx computer servers or systems and/or Your access to and/or use of the DRC.

- (h) If Your Application contains any functionality other than that provided through the DRC, You are responsible for the preparation and execution of any other end user agreement for the use of such additional functionality.

Section 3. Beta Terms and Conditions.

- (a) From time to time, FedEx may grant to You a temporary, royalty-free, nontransferable, nonexclusive license for experimental use to test and evaluate certain Beta Materials solely for your own private use and/or internal business operations. You acknowledge and agree: (i) that any Beta Materials furnished to You are provided solely as a convenience; (ii) that this temporary license shall not be construed as marketing or offering to sell a license to the Beta Materials; (iii) that FedEx retains the exclusive right to choose not to release a commercial version of the Beta Materials in any form; and (iv) that FedEx may, in its sole discretion and without any notice to You, suspend or terminate Your access to the Beta Materials, in whole or in part. You covenant to treat all Beta Materials as Materials, including, but not limited to, the restrictions on use set forth in this Agreement, including this Section 3.
- (b) If FedEx authorizes You to use the Beta Materials, You agree to evaluate and test the Beta Materials according to the criteria established by FedEx and to contact FedEx periodically during Your use of the Beta Materials to discuss any malfunctions or suggested improvements, all of which shall constitute Feedback (as that term is defined in Section 10 below). Upon completion of Your evaluation and testing, You will send to FedEx a written evaluation of the Beta Materials, including a listing of any strengths, weaknesses and recommended improvements. All written evaluations and all inventions, product improvements, modifications or developments conceived or made by FedEx based wholly or partially on Your feedback, will be the exclusive property of FedEx. The provisions of this sub-section 3(b) shall survive termination of this Agreement.
- (c) IN THE EVENT THAT YOU ARE AUTHORIZED BY FEDEX TO USE ANY BETA MATERIALS, YOU FURTHER ACKNOWLEDGE THAT SUCH BETA MATERIALS ARE PROVIDED TO YOU "AS IS" AND CONSTITUTE A PRE-PRODUCTION VERSION OF THE MATERIALS WHICH HAVE NOT BEEN COMPLETELY TESTED IN ALL SITUATIONS AND THAT ANY USE OF THE BETA MATERIALS IS DONE ENTIRELY AT YOUR OWN RISK. FEDEX WILL NOT PROVIDE ANY TECHNICAL SUPPORT AND DISCLAIMS ANY WARRANTY, REMEDIES OR LIABILITY OBLIGATIONS FOR THE BETA MATERIALS INCLUDING THAT USE OF THE BETA MATERIALS WILL BE UNINTERRUPTED, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE BETA MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, YOU AGREE THAT THE LIABILITY OF FEDEX SHALL BE LIMITED TO THE MAXIMUM AMOUNT OF FIFTY DOLLARS (\$50.00).
- (d) You acknowledge and understand that the Beta Materials are unannounced and not available to the public and that FedEx considers the Beta Materials and any other related materials supplied to You to be the confidential and proprietary information of FedEx (collectively, the "Confidential Information"). You agree not to share any such Confidential Information with any other third party or to permit access to the Confidential Information by any third party access to the Confidential Information but instead will take all reasonable steps to secure and protect the Confidential Information from any disclosure or third party access.
- (e) Upon receipt of a later unreleased version of the Beta Materials or release by FedEx of a publicly released version, You agree to cease all use of the earlier Beta Materials received from FedEx and, if applicable, to abide by the terms and conditions of this Agreement governing any such publicly released version.
- (f) In the event of a conflict between this Section 3 and any other provision of the Agreement, this Section 3 shall supersede such other term(s) and condition(s) with respect to the Beta Materials, but only to the extent necessary to resolve the conflict.

Section 4. Intellectual Property Rights.

- (a) You acknowledge that FedEx holds and retains, other than as provided in this Agreement, all worldwide rights, title and interests, including without limitation, copyright and patent rights, in and to the DRC and the Materials (including, but not limited to, any derivative works thereof). You acknowledge that FedEx is not selling or otherwise transferring title in the Materials to You and that You agree not to take any action inconsistent with FedEx's interest.
- (b) You may not copy, modify, adapt or reproduce the Materials other than to create Your Application solely in the form and in the manner permitted by this Agreement.
- (c) FedEx grants You a limited, personal, nonexclusive, royalty-free, non-transferable license to use the FedEx word and logo trademarks and service marks (hereinafter collectively the "Marks") as provided by FedEx in the Materials solely in Your Application as authorized under Section 5 below, provided that You comply with all provisions of this Agreement regarding the manner in which the Marks may be used. You may not use the Marks for any other purpose. You may not alter in any way any Mark, including without limitation, distorting, animating or changing the color, font or proportions of any Mark, or combining it with any other name, mark or logo.
- (d) You may not transfer or transmit, in whole or in part, the DRC, the Materials or any of Your Applications which contain information about FedEx or its Marks to any third party except as expressly allowed under this Agreement.
- (e) You acknowledge that FedEx holds and retains all worldwide rights, title and interest in and to the Marks, and that all use of the Marks by You shall inure to the benefit of FedEx. You further acknowledge and agree that You will not claim, whether in whole or in part, any rights in the Marks, and will do nothing to impair, in any way, the Marks or FedEx's rights in the Marks. You may not use the Marks in any manner that is likely to cause confusion, mistake, or deception regarding whether FedEx sponsors or endorses Your Application or whether Your Applications are affiliated, associated, or connected with FedEx. You may not use the Marks to advertise, sell, market or otherwise distribute any products or services.
- (f) All Applications created by You based on, or otherwise created with reference to, the DRC and/or the Materials shall include only accurate references to FedEx and the specific service offered through the DRC. Applications may not be created and the Marks may not be used in such a way that, in FedEx's judgment, damage FedEx's goodwill. In the event FedEx, in its sole judgment, believes that any of Your Applications violate this provision, FedEx reserves the right, to terminate this Agreement and Your ability to connect to FedEx using such Application, or to notify You and You agree to cause the Application to comply with this provision.

Section 5. Use Restrictions.

- (a) You agree and warrant that the name, address and account information that You provide when You register for the DRC is correct and You agree immediately to notify FedEx of any changes in the name, address and/or account information details.
- (b) You will create a password upon completing the registration process for the DRC. You are responsible for maintaining the confidentiality of the password, and are fully responsible for all activities that occur under Your password. FedEx reserves the right to change access credentials without prior notice if FedEx deems that it presents a security issue. You agree to immediately notify FedEx of any unauthorized use of Your password or any other breach of security.
- (c) You agree to follow the instructions provided from time to time governing the use of the DRC, the Materials, the Marks, and or any services offered by FedEx through the DRC.
- (d) You may not remove, obscure, or alter any trademark or copyright notice of any Mark, or other notice of any intellectual property or proprietary right appearing on or contained within the DRC.
- (e) You acknowledge and agree that You will not use or allow any Applications created by You (including interfaces made by or for You) in any manner to adversely affect the functionality of the DRC or FedEx's

computer servers or systems or to allow third parties access to the DRC, the Materials or any other related information (including, but not limited to, any site-wide statistics).

- (f) For the purpose of verifying Your compliance with this Agreement, You agree to provide to FedEx, if requested, any information or materials relating to Your Application and to allow FedEx to track and monitor any Application created by or for You to communicate with the DRC or FedEx Web Services. You agree not to block or interfere with such tracking or monitoring. In the event You fail to comply with this requirement, You agree that FedEx shall have the right to use any available technical means to overcome such blocking or interference.
- (g) Without the prior written consent of FedEx, You agree not to store or retain any component of the DRC or the Materials in a database, server network or other similar repository, either with or without a central location, in a manner that allows other non-authorized parties to share or access the DRC or the Materials. In addition, You shall not use or facilitate the use of any alternative means (i.e., robots, spyders, scraping, or other technology) to use, query or access the DRC or the Materials to obtain any information, other than as expressly allowed under this Agreement.
- (h) In the event you are issued any test key or other credentials to allow the testing of an Application in the DRC, You agree that such are provided to You by FedEx to you in your individual capacity and agree that they will be used only by You and will not be provided to any other third-party.
- (i) In the event you are issued production key or other credentials that allow you to place an Application developed through the DRC into production, You agree that such production credentials are being provided to You by FedEx only on behalf of a single End User (and, if applicable, its affiliates). You agree that, in the event You require production credentials for more than one (1) End User (and, if applicable, its affiliates), You will register for separate production credentials for each such End User. Any production credentials granted hereunder for a specific End User shall not be used by You on behalf of any other person or entity. You agree that any requests for services made by You through the DRC on behalf of a specific End User shall only be made using the applicable productions credentials of that specific customer or account holder.
- (j) In the event You are a developer working as an independent contractor for a specific End User (and not as a provider of Applications for sale as governed by the FedEx® Compatible Solutions Provider Program), You agree:
 - (i) that You will not disclose to any third party the user name, password or other customer information provided to You by such customer or account holder; and
 - (ii) You acknowledge that no Application created by you to interface with the DRC can be placed into production until the End User has agreed to the terms and conditions of any end user agreement required to use selected services available through the DRC.

Section 6. Development and Certification.

- (a) Prior to distributing certain Applications developed using the DRC, You may be required to obtain, at Your or the End User's expense, from FedEx or its designee, certification of those Applications, and all upgrades and modifications thereof, pursuant to the instructions and specifications provided by FedEx from time to time through the DRC. In the event You desire to obtain certification of a new release of an Application, either independently from or in conjunction with, an upgrade or modification of the DRC by FedEx, the same certification procedure applies as in the original certification, at Your or the End User's expense.
- (b) FedEx retains the right to require You to submit to FedEx, or its designee, for review and approval, all screen shots included in any Application created by You using the DRC, the Materials, the Marks, any functional aspects of the DRC or any information about the DRC or FedEx. You agree to make any changes in the Application or Marks as required by FedEx. You agree to use only those screens and Applications which FedEx may have approved pursuant to this provision.

Section 7. Customer Support.

- (a) You will provide to the End User during the term of this Agreement, at Your expense, competent and professional technical support and maintenance for the functioning of an Application developed using resources provided by the DRC relative to issues arising out of the method and means by which You incorporate Materials from the DRC within an Application. You will direct to FedEx (at the locations and telephone numbers provided by FedEx) all End User questions regarding FedEx services or questions regarding any Materials provided through the DRC unrelated to Your incorporation of those Materials in an Application.
- (b) Pursuant to the notice provision set forth in Section 15 of this Agreement, You agree to immediately advise FedEx of any complaints, malfunctioning or defects in the DRC or the Materials which You learn about by any means.

Section 8. Termination.

- (a) This Agreement is effective until terminated by either You or FedEx. This Agreement will terminate independently without notice if You fail to comply with any provision of this Agreement or any instructions regarding the DRC, the Marks or the Materials.
- (b) Your failure to make any changes or upgrades to an Application as directed by FedEx, the DRC or any of the Materials, or follow all instructions, as required by FedEx for the use and distribution of the DRC, shall also provide a basis for terminating this Agreement upon notice from FedEx.
- (c) Upon termination for any reason, You must: (i) cease all use of the DRC, the Materials and the Marks and destroy all copies thereof made by You in connection with Your use of the DRC; and (ii) upon instruction of FedEx, in its sole discretion, remove from an Application being used by the End User any and all Marks and Materials provided through the DRC; and
- (d) FedEx reserves the right to unilaterally terminate this Agreement and the use of the DRC and the Materials, the Marks, and any services offered through the DRC at any time and for any reason.
- (e) Upon termination, FedEx may: (i) notify the End User and terminate the End User's agreement with FedEx; and (ii) offer to the End User alternative methods to enable them to receive FedEx services or use the DRC and any Application developed in connection therewith through another vendor.

Section 9. Downtime and Service Suspensions. In addition to the right of FedEx to terminate this Agreement as described in Section 8 above, You acknowledge that: (i) Your access to and use of the DRC and/or the Materials may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the DRC for any reason, including as a result of power outages, system failures or other interruptions; and (ii) FedEx shall also be entitled, without any liability to You, to suspend access to any portion or all of the DRC or the Materials at any time: (a) for scheduled downtime to permit FedEx to conduct maintenance or make modifications to any portion of the DRC; (b) in the event of a denial of service attack or other attack on the DRC or other event that FedEx determines, in its sole discretion, may create a risk to the DRC, the Materials, to You or to any of its other customers if access to the DRC or the Materials is not suspended; or (c) in the event that FedEx determines that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). FedEx shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any Service Suspension. To the extent FedEx is able, FedEx will endeavor to provide You email notice of any Service Suspension in accordance with the notice provisions set forth in Section 15 below and to post updates at www.fedex.com regarding resumption of access to the DRC and the Materials following any such suspension, but shall have no liability for the manner in which FedEx may do so or if FedEx fail to do so.

Section 10. Feedback. In the event You elect, in connection with any Materials provided or made available to You by FedEx through the DRC, to communicate to FedEx any data, comments, suggestions or other information relating to improvements to the DRC, to any Materials, or to the Marks (collectively, "Feedback"), FedEx shall own all right, title, and interest in and to the same, even if You have designated the Feedback as

confidential, and FedEx shall be entitled to use the Feedback without restriction or further compensation to You. You hereby irrevocably assign all right, title and interest in and to the Feedback to FedEx and agree to provide such assistance as FedEx may require in order to document, perfect, and maintain its rights to the Feedback.

Section 11. Confidentiality. Except as expressly authorized in this Agreement, You will maintain the confidentiality of this Agreement, the DRC and all information concerning the DRC, including without limitation, the Materials provided by FedEx, and will not distribute or disclose any of them to any third party without the written consent or instruction of FedEx. You will make no public announcements regarding this Agreement or the inclusion of any Materials from the DRC into an Application without the prior written consent of FedEx.

Section 12. Disclaimer of Warranty. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE DRC, THE MATERIALS AND ANY SERVICES OFFERED THROUGH THE DRC ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND AND THAT ANY USE OF THE DRC, THE MATERIALS OR ANY SERVICES PROVIDED THROUGH THE DRC BY YOU AND, IF APPLICABLE, YOUR AFFILIATES, IS AT YOUR SOLE RISK. FEDEX EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS COMMENCING ON THE DAY YOU ARE ALLOWED TO ACCESS THE DRC AND THE MATERIALS AND FOR ALL OTHER TIMES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS, ANY IMPLIED REPRESENTATIONS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE. FEDEX DOES NOT WARRANT THAT (A) THE DRC OR THE MATERIALS WILL MEET ALL OR ANY OF YOUR REQUIREMENTS; (B) THAT THEIR OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE; (C) THAT ANY DEFECT WITHIN THE DRC, THE MATERIALS OR ANY SERVICES OFFERED THROUGH THE DRC WILL BE CORRECTED; OR (D) THAT ITS SYSTEMS WILL NEVER BE INFILTRATED BY HACKERS OR OTHER UNAUTHORIZED USERS. FURTHERMORE, FEDEX DOES NOT WARRANT NOR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF YOUR USE OF THE DRC OR THE MATERIALS IN TERMS OF CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY FEDEX OR AN AUTHORIZED REPRESENTATIVE OF FEDEX SHALL CREATE A WARRANTY.

Section 13. Limitation of Liability. YOU EXPRESSLY ACKNOWLEDGE THAT FEDEX IS PROVIDING THE DRC AND THE MATERIALS FREE OF CHARGE. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL FEDEX OR ITS PARENT CORPORATION, ANY OF ITS AFFILIATES, BRANCHES, SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), CONTRACT, PRODUCT LIABILITY OR UNDER ANY OTHER THEORY OF LAW RESULTING FROM THE INSTALLATION OR REMOVAL OF DRC OR THE MATERIALS, OR YOUR USE, OR INABILITY TO USE, THE DRC AND THE MATERIALS, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, DATA, OR BUSINESS, AND DAMAGE TO YOUR INTERNAL COMPUTER SYSTEMS EVEN IF FEDEX, OR AN AUTHORIZED REPRESENTATIVE OF FEDEX, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE AGGREGATE LIABILITY OF FEDEX UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, YOU AGREE THAT THE LIABILITY OF FEDEX SHALL BE LIMITED TO THE MAXIMUM AMOUNT OF FIFTY DOLLARS (\$50.00).

Section 14. Indemnification. You will, at Your sole cost and expense, defend, indemnify and hold harmless, FedEx, its parent corporation, subsidiaries, affiliates, branches and licensors and their respective officers, directors, employees, agents, representatives, successors and assigns from all fines, costs, suits, claims, losses, damages, demands, expenses, and judgments, including reasonable attorneys fees (collectively "Claims"), arising out of Your installation, use and removal of the DRC, the Materials, the Marks, any services offered by FedEx through the DRC and all Applications created by You. FedEx may intervene and assume its defense in any such Claims, at its expense and in its sole discretion. You will not settle any such action involving FedEx or the DRC without the prior written consent of FedEx.

Section 15. Notices. Any notice required or permitted to be given relating to the functioning of the DRC shall be given in writing as addressed below by mail, electronic mail, facsimile, or via FedEx delivery service.

If to FedEx: Web Integration Solutions Department
FedEx Corporate Services, Inc.
60 FedEx Parkway – 2nd Floor Vertical
Collierville, Tennessee 38017

If to You: By general posting at www.fedex.com or to the name and address listed in the registration process.

FedEx may provide notice by general posting to the various FedEx web sites, including the DRC. Any such notice shall be effective and deemed received when posted.

Section 16. Relationship of Parties. You and FedEx are independent contractors acting for their own account, and neither party or its employees or agents are authorized to make any representations or commitments on the other party's behalf unless previously authorized by such party in writing. Neither party is responsible to any end user for the quality of services or products provided directly by the other party or warranties or claims relating to such products. FedEx reserves the right to enter into relationships or agreements with other third parties regarding the subject matter of this Agreement, including, but not limited to products competitive with any Application created by You.

Section 17. Waiver. If FedEx fails to give notice or enforce any right under this Agreement, such failure shall not constitute a waiver of the same, unless reduced to writing and signed by FedEx. The waiver of any provision shall not constitute a waiver of the same or any other provision in the future.

Section 18. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties and the remainder of this Agreement shall remain in full force and effect.

Section 19. Assignment. FedEx retains the right to assign all or any part of this Agreement to any third party at any time without notice to You. You may not assign, transfer or sublicense this Agreement to any third party without the prior written permission of FedEx.

Section 20. Export. By agreeing to this Agreement, and accessing or downloading any component of the DRC, You acknowledge and agree that You (i) assume all responsibility for compliance with, and are in compliance with all laws and regulations of the United States or the country in which You access the DRC and the Materials regarding export, re-export and import of the DRC or the Materials and any related or underlying information, technology, process, product or service and (ii) will not export or re-export any technology or information provided through the DRC or in the Materials. You further acknowledge that You are not a national of Cuba, Iran, Iraq, Libya, North Korea, Sudan or Syria or a Denied Party listed on the U.S. Denied Persons List or a Special Designated National on the U. S. Treasury Department's list of Specially Designated Nationals or equivalent legislation in the country of download. You further acknowledge that the DRC and the Materials will not be used in the design or development of nuclear, chemical, biological, weapons or missile technology.

Section 21. Restricted Rights. Pursuant to 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable, the DRC and any related materials and documentation are Commercial Items as defined 48 C.F.R. 2.101 and are licensed to U. S Government end users only as Commercial Items and only with the rights granted to all other end users as provided in this Agreement.

Section 22. Governing Language. The parties hereby confirm that they have agreed that this agreement and all written documents between them be prepared in the English language only and such language shall be the governing language. Les parties aux presentes confirment qu'elles ont agreeé que la présente convention et tous les documents entre eux par écrit soit redigé dans la langue anglaise seulement, et telle langue sera la langue de contrôle.

Section 23. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Tennessee, excluding its conflict of laws provision. Any cause of action

with respect to the DRC must be instituted within one (1) year after the claim or cause of action has arisen or be barred and must be brought in a court of competent jurisdiction within Western Tennessee.

Section 24. Complete Agreement. This Agreement constitutes the entire agreement between You and FedEx with respect to the DRC and the Materials, the Marks and all Application created by you hereunder and supersedes any prior or contemporaneous understandings, representations, statements or agreements, written or oral. No amendment to or modification of this Agreement will be binding on FedEx without FedEx's written consent. The provisions of Sections 3-4, 8, 10-15, 17-18 and 21-23 will survive the termination of this Agreement.

EXHIBIT A

When applicable, the following must be displayed and accepted by Your End Users.

IN ORDER TO USE THE APPLICATION (AS DEFINED BELOW), YOU MUST AGREE TO ABIDE BY THIS AGREEMENT. THIS AGREEMENT GIVES EACH OF US CERTAIN RIGHTS AND RESPONSIBILITIES. YOU WILL BE ASSUMING FULL AND SOLE RESPONSIBILITY FOR ALL USE OF THE APPLICATION OCCURRING UNDER YOUR ACCOUNT NUMBER; YOU WILL BE LIMITING YOUR REMEDIES. PLEASE READ THIS AGREEMENT CAREFULLY.

You will be required to accept this Agreement in order to complete the registration process. By clicking the "I accept" button, you accept and agree to be bound by all of the provisions of this Agreement, including those incorporated by reference, without modification, limitation or qualification. You will be binding yourself or your company to this Agreement. You represent that you have the authority to bind your company, if done on behalf of a company, to this Agreement. If you do not have such authority, you must click the "I decline" button. You must also click the "I decline" button if you do not agree with this Agreement. If you decline, you will not be authorized to access or use the Application and/or the FedEx services available through such Application.

FEDEX END-USER LICENSE AGREEMENT

This license agreement ("Agreement") is entered by and between FedEx Corporate Services, Inc. ("FedEx") and you ("Licensee").

In consideration of the mutual promises and obligations set out below, the sufficiency of which the Parties acknowledge, FedEx and Licensee acknowledge and agree as follows:

Section 1. License Grant and Restrictions

- (a) Subject to the terms and conditions of this Agreement, FedEx grants Licensee a non-exclusive, royalty-free, non-assignable, non-transferable, limited, revocable license, without the right to grant sublicenses, to access and use, within the those countries listed in Exhibit 1 ("Authorized Locations"), the FedEx shipping services application ("Application"), solely as integrated into and made accessible to Licensee as a part of the shipping services system ("Software") provided to Licensee by Licensee's shipping system supplier ("Software Manufacturer"), solely to access those shipping and shipping related services for shipments originating within the United States (for clarity, the origin shipping address must be located in the U.S.A.) and offered, from time to time, by FedEx or its Affiliates as incorporated into the Application ("FedEx Services") which may include, as the case may be, functionality enabling Licensee to label, rate, route, record, track and invoice shipments tendered to FedEx for carriage on behalf of Licensee within or originating from the United States and for no other purpose. For purposes of this Agreement, the term FedEx shall mean and include FedEx Corporate Services, Inc. and its parent company, FedEx Corporation, and FedEx Corporation's subsidiary companies. This Agreement governs Licensee's access and use of the Application at the physical locations and under the FedEx account numbers and/or registration numbers provided to Licensee by FedEx. The Application may be accessed and used by Licensee and (through Licensee) by Licensee's retail customers that remotely access the Software for the purpose of conducting e-commerce transactions with Licensee and requesting FedEx Services. Such access by retail customers does not extend to third party shippers or resellers or consolidators of shipping or shipping related services, and except as may be expressly permitted by a separate written agreement between FedEx and Licensee, use of the Application to perform or order FedEx Services by or for the benefit of such parties is prohibited. To the extent FedEx or the Software Manufacturer makes available to Licensee any updates, upgrades, enhancements, bug-fixes or other modifications to the

Application (collectively, "Modifications"), such Modifications shall be considered a part of the Application and subject to the terms and conditions of this Agreement.

(b) Restrictions.

- (i) The license does not permit, and Licensee will not (and will not permit any employee or other third party to):
 - 1. reverse engineer, decompile, disassemble, or translate the Application;
 - 2. apply any procedure or process to the Application in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Application or any trade secret or confidential information or process contained in the Application;
 - 3. remove any product identification, copyright or other notices;
 - 4. transfer the Application or the license, in whole or in part, or grant any rights in the Application or the license, in whole or in part by sublicense or otherwise;
 - 5. except as allowed under Section 1(a) herein, provide, lease, lend, or otherwise use or allow others to use or have access to the Application or any portion thereof;
 - 6. disseminate or disclose performance information or analysis (including, without limitation, benchmarks) relating to the Application without the prior written consent of FedEx;
 - 7. use or display (including, without limitation, doing either on a stand-alone basis (i.e., not as integrated with the Software)) the Application except as expressly authorized in and in accordance with Section 1(a) above (including, without limitation, use or display outside of the Authorized Locations);
 - 8. reproduce or distribute the Application; or,
 - 9. modify or create derivative works of the Application.
- (ii) Licensee shall promptly notify FedEx in writing upon its discovery of any unauthorized use of the Application. FedEx may prevent access to or use of the Application or its systems if FedEx has reason to believe that (a) Licensee or third party using the Application licensed to Licensee may be involved in potential unauthorized use of or other infringement of FedEx's proprietary rights or (b) Licensee or its use of the Application is in violation of this Agreement.
- (iii) In addition to the provisions of this Agreement, if Licensee is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Application, manuals, or any technical specifications, or any related documentation of any kind, including technical data ("Documentation"), is further restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies. The Application and Documentation is commercial computer software and commercial computer software documentation. Manufacturer is FedEx Corporate Services, Inc. 30 FedEx Parkway, Collierville, TN 38017.
- (iv) Licensee acknowledges and agrees that the Application (a) is subject to United States export restrictions and controls imposed by various statutes and regulations, including the Export Administration Act and the Export Administration Regulations and (b) may be subject to import and/or export restrictions and controls of the Authorized Locations and/or the country in which the Software Manufacturer is located. (collectively, "the Acts"). Licensee agrees and certifies that neither the Application nor any direct product thereof is being or will be (y) used for any purpose prohibited by the Acts or (z) imported, exported or re-exported in violation of the Acts.
- (v) Licensee acknowledges that the Software and other services provided by Software Manufacturer are not provided by FedEx, and Licensee waives any and all claims against FedEx arising from or relating to Licensee's use of the Software or the other services provided by Software Manufacturer.

Section 2. LICENSEE OBLIGATIONS

- (a) Licensee will follow FedEx's instructions, including those provided in the Application and/or Documentation, provided from time to time, for access and use of the Application. Licensee is solely responsible for providing and maintaining all hardware necessary to access and use the Application. In addition, Licensee is solely responsible for obtaining access to the Internet or World Wide Web. Such access is required to utilize the Application. In addition to such access, the Licensee shall provide FedEx and/or the Software Manufacturer with on-demand remote access to the Application (whether via Internet or dedicated communication line (e.g., telephone)) so that FedEx and/or the Software Manufacturer may access the Application, from time to time, in order to configure the Application, make Modifications to, recover FedEx Services and related data from, and/or download rating and routing information to the Application as it resides on Licensee's systems and/or disable the Application in the event Licensee's license is terminated. FedEx may, and may require the Software Manufacturer, to Modify the Application at any time for any reason and Licensee hereby consents to all such Modifications. In the event FedEx and/or the Software Manufacturer is unable to establish communication with Licensee's systems for reasons not attributable to FedEx or the Software Manufacturer, Licensee will assist FedEx and/or Software Manufacturer within a commercially reasonable time to initiate such communication. If the FedEx Services available to Licensee through the Application include shipping transaction functionality, Licensee will complete an End of Day Close Process as required by FedEx to ensure FedEx shipping transactions are uploaded to FedEx at the close of each business day.
- (b) Maintenance. Licensee agrees to look solely to the Software Manufacturer for all technical support and maintenance of the Software and Application, unless otherwise instructed by FedEx.

Section 3. Termination. This Agreement is effective until terminated by either party. This Agreement will terminate independently without notice if Licensee fails to comply with any provision of this Agreement or any instructions regarding the Application provided by FedEx. Upon termination for any reason, Licensee must cease all use of the Application. FedEx reserves the right to unilaterally terminate this Agreement and the use of the Application at any time, for any reason, and by whatever means.

Section 4. Payment. To the extent applicable to the FedEx Services available to Licensee through the Application, Licensee agrees to remit payment, in accordance with the terms and conditions contained in the applicable FedEx transportation agreement, FedEx Service Guide ("Service Guide"), or as otherwise instructed by FedEx, for all invoices generated by using the Application and to reference the invoice number when payment is remitted. Licensee is responsible for payment of all charges generated through use of the Application under Licensee's account number and registration number.

Section 5. Billing and Refunds. To the extent applicable to the FedEx Services available to Licensee through the Application, Licensee may bill shipping charges for transactions conducted through the Application only to valid account numbers, either bill sender, bill recipient or bill third party. To the extent applicable to the FedEx Services available to Licensee through the Application, shipments tendered to FedEx with incorrect routing, labeling, commitment date, service designation or other errors through no fault of FedEx will not be eligible for refunds under FedEx's money-back guarantees. Refunds requested by Licensee with respect to any shipment must be made in accordance with the applicable Service Guide. Licensee will not be entitled to any refund or credit under FedEx's money-back guarantees if FedEx determines that the claim resulted from improper use of the Application. FedEx, in its sole discretion, may suspend its money-back guarantees in the event Application fails or is inoperable for any reason.

Section 6. Disclaimer of Warranty. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT ACCESS TO THE APPLICATION IS PROVIDED TO LICENSEE BY THE SOFTWARE MANUFACTURER AND THAT FEDEX IS NEITHER PROVIDING THE SOFTWARE NOR CHARGING LICENSEE A FEE FOR USE OF THE APPLICATION. THE APPLICATION IS PROVIDED "AS-IS." TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDEX AND ITS REPRESENTATIVES (AS DEFINED IN SECTION 8 BELOW), DISCLAIM AND EXCLUDE ALL WARRANTIES, WHETHER, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTIES OF NON-INFRINGEMENT OR QUIET ENJOYMENT. FEDEX DOES NOT WARRANT THAT THE APPLICATION WILL MEET ANY OR ALL OF LICENSEE'S REQUIREMENTS OR THAT ITS OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY DEFECT WITHIN THE APPLICATION WILL BE CORRECTED. FEDEX DOES NOT WARRANT THAT THE APPLICATION OR ANY RELATED SERVICES OR CONTENT IS FREE FROM BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS. FEDEX DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT THROUGH THE APPLICATION. FURTHERMORE, FEDEX DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF LICENSEE'S INSTALLATION OR USE OF THE APPLICATION IN TERMS OF CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY FEDEX, THE SOFTWARE MANUFACTURER OR AN AUTHORIZED REPRESENTATIVE OF EITHER SHALL CREATE ANY WARRANTY. SOME

STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO LICENSEE. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF PURCHASE OF THE SOFTWARE. HOWEVER, SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS AND LICENSEE MAY HAVE OTHER RIGHTS AS WELL WHICH VARY FROM STATE TO STATE/COUNTRY TO COUNTRY.

Section 7. Remedies. YOUR SOLE REMEDY FOR ANY DISSATISFACTION WITH THE APPLICATION IS TO STOP USING THE APPLICATION. Licensee agrees to look to the Software Manufacturer for any and all remedies for damages of any nature arising out of Licensee's access, use or inability to access or use the Application and/or Software. Licensee acknowledges and agrees that it is Licensee's sole responsibility to arrange with the Software Manufacturer for any and all warranties, maintenance requirements and remedies arising out of Licensee's access and use of the Application and/or Software. Licensee agrees that the remedy set forth in this Section is Licensee's exclusive remedy under this Agreement for any dissatisfaction with its access to or use of (or inability to do either) the Application or the Software.

Section 8. Limitation Of Liability. LICENSEE ACKNOWLEDGES THAT FEDEX IS PROVIDING THE APPLICATION TO LICENSEE FREE OF CHARGE. THE ENTIRE LIABILITY OF FEDEX AND ITS REPRESENTATIVES (AS DEFINED BELOW) FOR ANY REASON SHALL BE LIMITED TO \$100.00. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FEDEX AND ITS PARENT COMPANY AND SUBSIDIARIES AND AFFILIATES, DIRECT AND INDIRECT, OF ITS PARENT COMPANY, LICENSORS, SUPPLIER, OR ANY OF THE FOREGOING'S RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND/OR AGENTS (COLLECTIVELY, "REPRESENTATIVES") ARE NOT AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING: DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOSS OF PROFITS, DAMAGES TO LICENSEE'S COMPUTER SYSTEMS OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING, NEGLIGENCE), PRODUCT LIABILITY, STATUTORY OR STRICT LIABILITY OR OTHERWISE EVEN IF FEDEX OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES/COUNTRIES DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FEDEX AND LICENSEE. FEDEX WOULD NOT BE ABLE TO PROVIDE THE APPLICATION WITHOUT SUCH LIMITATIONS.

Section 9. Controlling Law and Severability. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Tennessee, U.S.A., excluding its conflicts of law provisions. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of this Agreement shall remain in full force and effect. Any cause of action with respect to Application must be instituted within one (1) year after the claim or cause of action has arisen in Shelby County, Tennessee or be barred. THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.

Section 10. Terms and Conditions of Carriage. To the extent applicable to the FedEx Services available to Licensee through the Application:

- (a) Licensee agrees that domestic and international carriage by FedEx of any shipments tendered to FedEx using the Application shall be in accordance with the terms, conditions and limitations of liability set out on the NONNEGOTIABLE Air Waybill, Label, Manifest, or Pick-Up Record (collectively "Shipping Documentation") regarding the shipments and as appropriate any transportation agreement between Licensee and FedEx covering such shipment and in any applicable tariff, Service Guide or Standard Conditions of Carriage, copies of which are available upon request, and which are incorporated into this Agreement by reference. If there is a conflict regarding a shipment between the Shipping Documentation and any such document then in effect or this Agreement, the transportation agreement, tariff, Service Guide, Standard Conditions of Carriage, or this Agreement will control, in that order of priority.
- (b) In the event Licensee uses the Application to process shipments tendered to FedEx for delivery to locations outside the United States, Licensee will, at Licensee's sole expense, assure that the terms and conditions of international carriage supplied by FedEx from time to time (and which may be amended or modified from time to time at FedEx's sole discretion) are placed on the Shipping Documentation, as instructed by FedEx, for all such international shipments. LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FEDEX AND ITS REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, COSTS, EXPENSES, FINES AND JUDGMENTS, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF LICENSEE'S FAILURE TO APPLY THE INTERNATIONAL CARRIAGE TERMS TO THE SHIPPING DOCUMENTATION FOR SUCH INTERNATIONAL

SHIPMENTS, INCLUDING WITHOUT LIMITATION CLAIMS FROM THE RECIPIENT OF ANY SHIPMENT, AND LICENSEE'S FAILURE TO FOLLOW FEDEX'S INSTRUCTIONS IN REGARD TO THE PLACEMENT OF THE TERMS ON THE SHIPPING DOCUMENTATION FOR SUCH INTERNATIONAL SHIPMENTS.

- (c) Licensee acknowledges that if the Application is used to process shipments to locations outside the United States or other country of shipment origin, Licensee must enter the name of the person completing the Shipping Documentation to print in lieu of such person's manual or script signature on the Shipping Documentation, as applicable, for all shipments tendered by Licensee to FedEx using the Application. Licensee further acknowledges that such printed name shall be sufficient to constitute the Licensee's signature, and acceptance of FedEx's terms and conditions of carriage contained in the applicable transportation agreement, tariff, Service Guide, Standard Conditions, or Shipping Documentation, under which the shipment is accepted by FedEx, or its independent contractor.
- (d) Unless otherwise indicated, the shipper's address indicated on the face of any Shipping Documentation is the place of execution and the place of departure and the recipient's address listed on the face of the Shipping Documentation is the place of destination. Unless otherwise indicated on the face of the Shipping Documentation the first carrier of all shipments is FedEx Express, P.O. Box 727, Memphis, TN 38194. In the event another carrier is listed on any such document, that carrier is the first carrier of the shipment. The address for FedEx Ground is P.O. Box 108, Coraopolis, PA 15230.

Section 11. INDEMNITY. LICENSEE SHALL, AT LICENSEE'S SOLE COST AND EXPENSE, DEFEND, INDEMNIFY AND HOLD HARMLESS FEDEX AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, COSTS, EXPENSES, FINES AND JUDGMENTS, INCLUDING REASONABLE ATTORNEY'S FEES, (HEREINAFTER, COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO LICENSEE'S INSTALLATION, USE AND/OR REMOVAL OF THE APPLICATION OR ANY OTHER MATERIALS PROVIDED TO LICENSEE BY OR ON BEHALF OF FEDEX OR ITS REPRESENTATIVES. FEDEX MAY INTERVENE AND ASSUME ITS DEFENSE IN ANY SUCH CLAIMS, AT ITS EXPENSE AND IN ITS SOLE DISCRETION. LICENSEE WILL NOT SETTLE ANY CLAIMS INVOLVING FEDEX OR THE APPLICATION WITHOUT THE PRIOR WRITTEN CONSENT OF FEDEX.

Section 12. Complete Agreement. This Agreement constitutes the entire agreement between Licensee and FedEx with respect to the Application, and supersedes any prior or contemporaneous understandings, representations, statements or agreements, written or oral, regarding the Application. As used in this Agreement, "including" means "including, without limitation" and is illustrative rather than exhaustive. No amendment to or modification of this Agreement will be binding on FedEx without FedEx's written consent. Licensee may not assign or otherwise transfer this Agreement or the licenses granted herein, including by operation of law without the prior written consent of FedEx. Any assignment or transfer in violation of the foregoing is void and of no effect. In addition, except for FedEx Representatives, Licensee and FedEx acknowledge and agree that there are no third party beneficiaries to this Agreement. The provisions of Sections 1(b), 4, 5, 6, 7, 8, 9, 10 11, and 12 will survive the termination of this Agreement.

I acknowledge my agreement to this Agreement as set out above on behalf of myself and the entity, if any, with whom I am employed or represent, and further acknowledge that I am the same person identified on the registration screen and that the information provided on the registration screen is true and accurate.

I ACCEPT

I DO NOT ACCEPT