

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.

(a) Grant. Subject to the terms and conditions of this Agreement, FedEx grants Licensee a personal, non-exclusive, royalty-free, non-assignable, non-transferable, limited, revocable license, without the right to grant sublicenses, to: (i) access and use, within the United States, 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 for the purposes of accessing and using those shipping and shipping related services offered, from time to time, by FedEx or its Affiliates as incorporated into the Application ("**FedEx Services**"); and, (ii) access and use Documentation (as defined below) solely for the purposes of accessing and using the Application and obtaining FedEx Services.

(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, obscure, modify or otherwise change any product identification, copyright or other notices or legends contained in or on, or available through, the Application or Documentation;
4. Transfer the Application, Documentation or the license, all whether in whole or in part, or grant any rights in the Application, Documentation, or the license, all whether in whole or in part by sublicense or otherwise;
5. Except as expressly permitted 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, doing either on a stand-alone basis (i.e., not as integrated with the Software)) the Application or Documentation or any portion of either except as expressly authorized in and in accordance with Section 1(a) above;
8. Reproduce or distribute the Application or Documentation;
9. Modify or create derivative works of the Application or Documentation; or,
10. Use the Application to perform or order FedEx Services by or for the benefit of third parties. For the avoidance of doubt, the functionality available through the Application (e.g., that which enables Licensee to label, rate, route, record, track and invoice) may only be used by Licensee for shipments tendered to FedEx for carriage on behalf of Licensee unless expressly permitted by a separate written agreement between FedEx and Licensee.

(ii) Licensee shall promptly notify FedEx in writing upon its discovery of any unauthorized use of the Application or Documentation. FedEx may prevent access to or use of the Application or FedEx's 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) Licensee acknowledges and agrees that the Application and Documentation are subject to export restrictions and controls imposed by various statutes and regulations, (collectively, "the Acts") including the Export Administration Act and the Export Administration Regulations. Licensee shall not use, export or re-export the Application or Documentation except as authorized by and in compliance with the Acts and all laws and regulations

of the jurisdiction in which FedEx made the Application available to Licensee. Without limiting the foregoing, Licensee shall not export or re-export the Application or Documentation (i) into or to a national or resident of any embargoed countries under the Acts which include as of the date hereof, Cuba, Iran, Iraq, Libya, North Korea, Sudan or Syria or (ii) to a Denied Party listed on U.S. Department of Commerce's list of U.S. Denied Persons or a Special Designated National on the U.S. Treasury Department's list of Specially Designated Nationals. By entering into this Agreement, Licensee represents and warrants that Licensee is not located in, under control of, or a national or resident of any such country or on any such list.

(iv) Licensee acknowledges that the Software and other services provided by Software Manufacturer are not provided by or on behalf of FedEx. **LICENSEE HEREBY 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.**

(v) In addition to the provisions of this Agreement, if Licensee is an agency, department, or other entity of the United States Government ("**Government**"), pursuant to 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable, the (a) Application and (b) any related materials, specifications, technical data, and documentation (collectively, "**Documentation**") are Commercial Items as defined in 48 C.F.R. 2.101 and are licensed to Government end users only as Commercial Items and only with the rights granted to all other end users as provided in this Agreement. Manufacturer is FedEx Corporate Services, Inc., 30 FedEx Parkway, Collierville, TN 38017.

(c) **Modifications.** 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; provided, however, a Modification may come with its own imbedded license agreement and in the event of a conflict between this Agreement and any imbedded license agreement, the terms of the imbedded license agreement control. For the avoidance of doubt, except as otherwise stated, "Application" includes "Modification."

(d) **Ownership and Reservation of Rights.** All right, title and interest, including all intellectual property rights, in and to the Application, Modifications (if any), and Documentation, are owned exclusively by FedEx and/or its licensors. The Application, Modification and Documentation are licensed, not sold, and are and shall at all times remain the property of FedEx. Except for the limited, revocable license granted in Section 1(a), Licensee shall have no right, title or interest in any the Application, Modification or Documentation, and shall not allow any lien or encumbrance to exist on any of the foregoing. Except for the express license granted in Section 1(a), all rights in and to the Application and Documentation are reserved.

(e) **FedEx affiliates.** Licensee hereby acknowledges that, unless otherwise specified, when used in this Agreement, the name "FedEx" shall include FedEx Corporate Services, Inc., its parent company and any and all of its affiliate companies, including without limitation Federal Express Corporation and FedEx Ground Package System, Inc.; provided, however, Licensee acknowledges that the sole obligor under this Agreement is FedEx Corporate Services, Inc. alone. Licensee further acknowledges that the contract of carriage for shipments made by Licensee using the Application (and not the terms governing use of such Application) is between Licensee and the FedEx company to which Licensee tenders the package within the United States.

Section 2. Licensee Obligations.

(a) **Systems and Access.** This Agreement governs Licensee's access and use of the Application as provided above and under the FedEx account numbers and/or registration information (e.g., meter numbers, credentials, etc.) provided to Licensee by FedEx. 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 acknowledges that use of certain Applications may require Licensee to modify its internal computer systems from time to time, and Licensee will make such modifications at its expense pursuant to the instructions provided by FedEx or Software Manufacturer. 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, 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 the Application, provide Limited Support Services (if any), as defined below, obtain, use and modify data and information, rating and routing information to the Application, and/or disable the Application . 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 required, when instructed by FedEx (and on an ongoing basis thereafter), 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. Notwithstanding the foregoing, FedEx in its sole discretion may (i) repair, modify, replace, disable, monitor, or remove the Application; and (ii) provide installation and integration assistance or technical support with respect to Licensee's access to and use of the Application (collectively (i) and (ii) referred to herein "**Limited Support Services**"). Notwithstanding the foregoing, FedEx is under no obligation to provide Limited Support Services, or any other services, or Modifications hereunder.

(c) Information and Data. Licensee is advised and encouraged to maintain back-up copies of any data or information (including, names, addresses, reports, etc.) that it uses or stores with, through or in the Services or the Application (collectively, "**Data**"). FedEx is and will not be responsible for the loss of or damage to any Data. Licensee will not load process or store Data on or through the Application not required or related to the conduct of business with FedEx. FedEx shall have access to and use of the Data used or processed on, though, in or with the Application. FedEx reserves the right to access, use, delete or remove any Data in connection with the provision of any FedEx Services or in connection with this Agreement. In addition, Licensee consents to the collection, use or disclosure by FedEx or its designee of limited personally identifiable information about Licensee or its users for the purposes contemplated by this Agreement and for marketing, sales, testing, development and other FedEx business purposes.

(d) Supplies. Licensee acknowledges that it is responsible for the purchase of any supplies necessary to use the Application or Service and will contact the Software Manufacturer to determine what, if any, supplies it must purchase for use of any Application or FedEx Service.

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. With respect to FedEx Services, Licensee will follow all of FedEx's payment terms and instructions. Licensee will 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. Licensee is responsible for payment of all charges generated through use of the Application under Licensee's account number and registration information. (e.g., meter numbers, credentials, etc.). Any rates reflected in or published by the Application or Software, if shown, are offered for information purposes only and may be different from the actual charges for FedEx Services incurred by Licensee

Section 5. Adjustments and Refunds. With respect to FedEx Services, Licensee may bill shipping charges for transactions conducted through the Application only to valid account numbers (e.g., bill sender, bill recipient or bill third party). Shipments tendered to FedEx with incorrect or incomplete routing, labeling, commitment date, service designation or other errors 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 or

Licensee's transportation agreement with FedEx. 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 or Software 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 or for providing the Limited Support Services, if any.

The Application and Limited Support Services are provided "AS-IS" without representation or warranty of kind.

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 represent or 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 represent or warrant that the Limited Support Services will meet any or all of Licensee's requirements or that it will correct any defect within the Application. FedEx does not represent or warrant that the Application, Limited Support Services or any other related services or content is free from bugs, viruses, errors or other program limitations. FedEx does not represent or 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 or the Limited Support Services 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 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 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.

Section 7. Remedies. YOUR SOLE REMEDY FOR ANY DISSATISFACTION WITH THE APPLICATION OR LIMITED SUPPORT SERVICES 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, Limited Support Services, or the Software.

Section 8. Limitation of Liability. Licensee acknowledges that FedEx is providing the Application and Limited Support Services, if any, 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. 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.

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 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, 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.

Section 10. Terms and Conditions of Carriage.

(a) It is understood and agreed by Licensee that the Application and/or Software may contain functionality which may be used by Licensee to make shipments through carriers other than FedEx. Licensee should contact the Software Manufacturer to determine if the Software has multi-carrier capability. If so, Licensee agrees that it will look solely to such third party carriers for the terms under which Licensee may tender shipments to and have its shipments carried by such third party carriers and that, as between FedEx and Licensee, Licensee is solely responsible for its compliance with such third party carriers' terms of shipping and will look solely to such third party carriers for all remedies attributable to claims arising out of the third party carriers' carriage of Licensee's shipments. **LICENSEE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS FEDEX FROM ALL CLAIMS, DEMANDS AND JUDGMENTS, INCLUDING THE PAYMENT OF ATTORNEY'S FEES, FROM THIRD PARTY CARRIERS ARISING OUT OF LICENSEE'S USE OF THE SOFTWARE TO PROCESS SHIPMENTS TENDERED TO SUCH CARRIERS.**

(b) With respect to FedEx Services, Licensee agrees that domestic and international carriage by FedEx of any shipments tendered to FedEx pursuant to this Agreement or 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**") 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 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. If a shipment originates outside the United States, the contract of carriage is with the FedEx subsidiary, branch, or independent contractor who originally accepts the shipment.

(c) In the event Licensee uses the Application and/or Software to process shipments tendered to FedEx for delivery to locations outside the United States or country of shipment origin, 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 WILL DEFEND, INDEMNIFY AND HOLD HARMLESS FEDEX AND ITS REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS AND OTHER ITEMS OF COST AND EXPENSE 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.

(d) Licensee acknowledges that if the Application and/or Software is used to process shipments to locations outside the United States or country of shipment origin, Licensee must enter the name of the person completing the Shipping Documentation to print in lieu of its manual signature on the Shipping Documentation, as applicable, for all shipments tendered by Licensee to FedEx using the Application or Software. Licensee further acknowledges that such printed name shall be sufficient to constitute the Licensee's signature, and Licensee's 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.

(e) 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 Federal Express Corporation, 3610 Hacks Cross Road, Memphis, TN, 38125. 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 FedEx and its Representatives from and against all claims, demands, suits, damages, losses, liabilities, costs, expenses, fines and judgments, including reasonable attorney's fees, (hereinafter, collectively, "Claims") arising out of or relating to (A) Licensee's installation, use (or inability to use) and/or removal (or inability to remove) of the Application or any other materials or services provided to Licensee by or on behalf of FedEx or its Representatives (b) the intentional acts, willful misconduct or negligence (acts or omissions) of licensee, its employees, officers, directors, suppliers, customer, agents, users, or representatives (collectively, for purposes of sections 11(b) and 11(c), "Licensee"); or, (c) Licensee's breach of this Agreement. 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. Notwithstanding the foregoing, an Application or Modification may come with its own imbedded license agreement and in the event of a conflict between this Agreement and any imbedded license agreement, the terms of the imbedded license agreement control. 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), 1(c), 1(d), 1(e), 2(c), 3, 4, 5, 6, 7, 8, 9, 10 11, and 12 will survive the termination of this Agreement