

## UPS Service End User License Agreement

1. Definitions.
  - a. **UPS** means United Parcel Service General Services Co.
  - b. **UPS Carrier Component Territory** means the territories listed on Exhibit A attached hereto.
  - c. **UPS Licensed Materials** means the UPS proprietary software or technology, including UPS's Electronic Manifest functionality and the UPSlink software, contained in the Software and in the related Documentation.
  - d. **UPS Services** means UPS shipping services, including the labeling, rating, routing, recording and tracking of shipments tendered by or for Customers to UPS for delivery.
  - e. **UPS Systems** means the UPS proprietary network and computer systems accessed by the Software.
2. UPS Carrier Component. These terms (the "UPS Terms") govern Customer's (i) use of the UPS Carrier Component of the Software to transmit package level detail information ("PLD") to UPS via the UPS Licensed Materials, and (ii) access to information regarding UPS package shipping and delivery services provided via the UPS Licensed Materials (the "Information").
3. License Grant. Subject to compliance with each of the terms of this Exhibit, PBI hereby grants to Customer, a limited, revocable, non-exclusive, non-assignable, nontransferable, right and license to use, in the UPS Carrier Component Territory only, the UPS Licensed Materials solely for its own internal business purposes in order to gain access to the UPS Systems and provide UPS with PLD.
4. License Restrictions. Customer shall not, nor shall it permit any other third party to: (a) translate, deactivate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, distribute or otherwise dispose of the UPS Licensed Materials or any part thereof; (b) allow distribution of any information regarding the UPS Services, through use of the Software or UPS Licensed Materials or any other means by wireless or satellite delivery services or applications; or (c) host or use, or allow any entity or person to host or use the UPS Licensed Materials so that functions within the UPS Licensed Materials are available to third parties, via an application service provider arrangement or otherwise. Further, Customer shall use the UPS Licensed Materials only to communicate with the UPS Systems, and for no other purpose. For each Customer location supported by the Software, Customer must have a UPS Shipper Number and receive UPS Daily Pick-up Service. Customer acknowledges that, concurrently with a Customer-initiated connection to the UPS Systems, the Software may be remotely accessed for a limited period of time by UPS in order to provide updates and changes relating to the UPS Licensed Materials and other UPS software related information. Customer further acknowledges that (a) it may be asked by its consignees to include a location identifier ("LID"), which is used by the consignee to participate in the UPS Quantum View Inbound(tm) Service, in the PLD upload to UPS for certain packages shipped by Customer to such consignee using the UPS shipping system; and (b) if Customer chooses to include the consignee LID in its PLD records, UPS may, at the request of a consignee, distribute to the consignee or a third party the information of such PLD records which include the consignee LID and such recipient may further use and distribute such information to other parties.
5. Access Restriction. Customer shall not, nor shall it permit any other third party to gain access, or attempt to gain access, by any means (including, without limitation, by use of the UPS Licensed Materials or the Software), to any UPS computer system or database, other than the UPS Systems.
6. Smart Labels. For all packages shipped via UPS, Customer must use the UPS Smart Labels. "Smart Labels" mean labels generated by an application certified or provided by UPS which comply with the then current version of the UPS Guide to Labeling. All shipments manifested through the Software or UPS Licensed Materials and received by UPS Daily pick-up service must be billed to such six digit UPS Shipper Number. Customer may not use a six digit shipper number which UPS has not specifically assigned to Customer. Customer may not permit any third party to use the six digit UPS Shipper Number which UPS has assigned to Customer. Customer's production and use of Smart Labels produced for shipping via UPS are subject to the following restrictions: (i) only one unique Smart Label may be printed for a package and such unique Smart Label may only be used in connection with the unique package for which such unique Smart Label was generated; (ii) no Smart Label may be copied, photocopied, reproduced, modified, altered, distributed, transferred, stored, sold, leased, transmitted, or disclosed, electronically or otherwise, to any third party; (iii) Smart Labels may only be used by Customer in connection with shipments tendered by Customer to UPS; and (iv)

Customer shall not interfere with or disable features of the UPS Licensed Materials which cause shipments for which Smart Labels are generated not to have their package level detail electronically transmitted to UPS.

7. PLD Upload. Customers that obtain the Licensed Products via the UPS CTP Program must commission the Carrier Component to transmit PLD (in the then-current PLD file format, as specified by UPS during the commissioning process) to UPS when the Pick Up Record Bar Code Summary is requested by the Customer and the packages are picked up by the UPS driver.
8. Use of Information. Customer may not make the Information available on any external web site or otherwise reproduce, distribute, copy, store or sell the Information for commercial gain without the express written consent of UPS.
9. Confidentiality. During the term of this Agreement and thereafter, Customer shall not use, disclose or permit any Person access to any Information, the UPS Systems or any password(s) and/or ID(s) specific to Customer that, when used with the Software, enable access to the UPS Systems (the "Security Elements"), except as permitted in connection with its performance hereunder. In addition, only employees, agents and subcontractors of Customer who have a specific need to know the Information and agree to be bound by these restrictions are permitted to access and use the Information. Customer acknowledges that if it breaches this Section, UPS may have no adequate remedy at law available to it, may suffer irreparable harm, and will be entitled to seek equitable relief.
10. Ownership of Intellectual Property Rights. Customer hereby acknowledges and agrees that UPS or its parent or affiliate is the owner of all right, title and interest in and to the UPS Licensed Materials, the UPS trademarks, service marks and logos (the "UPS Marks"), the UPS Systems and the Information. Customer will not at any time do or knowingly permit to be done any act or thing which would in any way impair the rights of UPS or its affiliates in and to the UPS Licensed Materials, UPS Marks, UPS Systems or Information. UPS reserves all rights pertaining to the UPS Licensed Materials, UPS Marks, UPS Systems and Information not specifically granted herein.
11. THE UPS LICENSED MATERIALS ARE PROVIDED "AS IS." NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE LICENSED MATERIALS IS GIVEN OR ASSUMED BY UPS OR ITS AGENTS AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED.
12. Compliance with Laws. Customer agrees to use the UPS Systems and Information only in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of UPS, negatively reflect on the goodwill or reputation of UPS and shall take no actions which would cause UPS to be in violation of any laws, rulings or regulations applicable to it.
13. Additional Terms. Customer agrees that the UPS Licensed Materials, UPS Systems and the Information may be used solely in connection with shipments tendered by, to or for Customer to UPS for delivery and for no other purpose. Customer agrees that Customer's use of the UPS Licensed Materials, UPS Systems and the Information will be in compliance with any additional usage requirements provided by UPS from time to time. Any access to or use of the UPS Licensed Materials, UPS Systems and/or the Information that is inconsistent with the terms herein is unauthorized and strictly prohibited without the express prior written consent of UPS. Use, duplication or disclosure of the UPS Licensed Materials by the United States Government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR- 52-227.19, as applicable.
14. Third Party Beneficiary. PBI and Customer agree that UPS is an intended third-party beneficiary of the Agreement and any amendments hereto.
15. Changes to UPS Services and Materials. Customer understands and acknowledges that the UPS Services, UPS Licensed Materials and UPS Systems may be updated, altered, terminated, modified or supplemented at any time.

16. Limitations on Branding. Customer shall not allow any third party to brand, co-brand or re-brand the PBI Products which incorporate the UPS Licensed Materials, with the trademark, service mark, trade name, logo, symbol or mark of any third party.

17. Data Privacy.

- a. Your local UPS parcel delivery company, whose name and address may be found under "Contact UPS" at [UPS local website] ("UPS Delivery Co.") collects, processes and uses personal data and information ("Data") in connection with pick-up and delivery of packages as well as any other services Customer obtains from UPS. UPS Internet Services, Inc., 55 Glenlake Parkway NE, Atlanta, Georgia, USA 30328 and other affiliated UPS companies ("UPS Companies") receive Data and use it for the Purposes identified in the paragraph below.
- b. The Data is used for the following purposes ("Purposes"): (i) to provide or enhance the services UPS Companies make available to shippers and addressees, (ii) to perform and confirm delivery, (iii) to communicate with Customer about additional services Customer may find of value, (iv) to satisfy the legitimate business interests of UPS Companies (including performing trend analysis and market studies and price-setting), (v) to establish credit, (vi) to fulfill a Contract of Carriage or other agreement with Customer, (viii) to perform billing functions, (ix) to improve internal operations, (x) to manage inquiries or claims, (xi) to administer accounts and (xii) other such purposes as shall be set forth in or consistent with the UPS Privacy Policy published on UPS's web site. The signature and surname of the package recipient may also be made available by electronic means to the shipper and its agents, as proof of delivery.
- c. The Data may be provided to certain recipients ("Recipients"): (i) UPS Companies, for the purposes listed above, (ii) service providers of UPS Companies, who may use the Data in assisting UPS to perform the Purposes listed above; (iii) shippers and addressees possessing the package tracking number or passwords (with respect to those who have contracted for value-added services) and (iv) government agencies and authorities including but not limited to customs and excise authorities, if required by law.
- d. The Data may be transferred, for the Purposes identified above, to the United States or other countries not having the same level of data protection as Customer's country of origin or the country of origin of the individuals to whom Data relates. The individuals to whom personally identifiable Data relates may have rights under applicable law to access this information and to rectify any inaccuracies (other than in a completed shipping record).
- e. Customer hereby represents and warrants to UPS that when Customer or its employees, agents, assigns or subcontractors ("Shipping Parties") provide UPS with Data, the Shipping Parties have the right and authority to do so, and further, that Customer or another Shipping Party shall have notified the package addressees that UPS will be processing Data relating to the said addressee for the Purposes stipulated above, that Data relating to the addressee may be provided by UPS to the Recipients listed above, and that Data relating to the addressee may be transferred as described above.
- f. Except as individual Customers or a Shipping Party chooses to indicate to the contrary in a communication to UPS with regard to direct marketing Customer on behalf of all Shipping Parties hereby consents to the processing of Data for the purposes set forth above by the UPS Companies. Customer also agrees that where Customer or its Shipping Parties are package addressees or recipients, they shall have received notice of and consented to the uses of their Data as described above.
- g. To the fullest extent permitted by law, if Customer is not dealing as a consumer but is situated in a member state of the European Union, Customer hereby waives all notices, acknowledgements of receipt and confirmations relative to contracting by electronic means which may be required under Articles 10(1), 10(2), 11(1) and 11(2) of EU Directive 2000/31/EC as implemented within Customer's jurisdiction in respect of its use of the UPS Carrier Component of the Software.

## **EXHIBIT A: UPS Carrier Component Territory**

Territories Applicable to UPS Electronic Manifest and UPSlink Software:

Argentina  
Australia  
Austria  
Belgium  
Brazil  
Bulgaria  
Canada  
Chile  
China  
Denmark  
Dominican Republic  
Finland  
France  
Germany  
Hong Kong  
India  
Ireland  
Italy  
Japan  
Luxembourg  
Malaysia  
Mexico  
Netherlands  
New Zealand  
Norway  
Philippines  
Portugal  
Puerto Rico  
Romania  
Singapore  
South Korea  
Spain  
Sweden  
Switzerland  
Taiwan  
Thailand  
United Kingdom  
United States  
United States Virgin Islands

Under no circumstances may the UPS Licensed Materials or UPS Service be used, or Customer headquartered, in any country subject to embargo or sanctions by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Further, under no circumstances may the UPS Licensed Materials or UPS Service be accessed by any individual or entity listed on OFAC's Specially Designated Nationals List. OFAC's Specially Designated Nationals List can be found at <http://www.ustreas.gov/offices/eotffc/ofac/sdn/index.html>. Countries subject to OFAC embargo or sanctions, as well as persons or entities on the Specially Designated Nationals List, can change at any time.