

**UPS API ACCESS AGREEMENT**

**Version 092023**

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## General Terms

### Version 092023

This UPS API Access Agreement (the “**Agreement**”) is by and between UPS Digital, Inc. (“**UPS**”), having a principal place of business at 55 Glenlake Parkway, N.E., Atlanta, Georgia 30328, and the Developer (defined below) and shall be effective on the date Developer first accepted the terms and conditions of this Agreement by electronic checkbox (the “**Effective Date**”).

Whereas UPS owns the UPS APIs and the Technical Documentation (both as defined below), and Developer desires to develop one or more Interfaces (as defined below) to the UPS APIs to facilitate access by Developer to the UPS Access Services (as defined below).

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, UPS agrees to grant permission and its consent, and Developer agrees to accept such permission and consent, to develop Interfaces to the UPS APIs, access the UPS Access Services, and use the UPS Information, all as limited and restricted herein and in strict accordance with the terms and conditions of this Agreement, including any exhibits, addenda, or other terms or documents referenced herein, which are hereby incorporated by reference as if fully set forth herein.

1. **Definitions.** Defined terms used herein shall have the meanings ascribed to them below:

**Account Information** means information entered into an Application by (i) Developer, or (ii) a Shipper, and which relates to each such party’s UPS shipping activities, including such party’s UPS Shipper Number(s), and custom shipping instructions or business rules used to configure an Application to use UPS Shipping Services such as, without limitation, address information, service level selection, rates, fees, zones, commitments, and bundling criteria.

**Affiliate** means an entity that controls, is controlled by, or is under common control with a party to this Agreement.

**API** means application programming interface.

**API Request** means a request to the UPS APIs for information related to UPS Group package shipping, delivery, and related services transmitted through the Interface(s).

**Applicable Law** means any applicable law (including Privacy Laws and those arising under common law), statute, regulation, rule, or any ruling of a court, other body of competent jurisdiction, reporting or licensing requirement, ordinance and other pronouncement having the effect of law of the United States, any foreign country, or any domestic or foreign state, county, city, or other political subdivision, governmental, or regulatory authority that promulgated, interpreted, or enforced the same.

**Application** means the application, platform, or solution of Developer that stores, uses, or processes UPS Information. Applications include Distributed Applications.

**Claims** has the meaning set forth in Section 15.

**Comparisons** has the meaning set forth in Section 4(c)(i).

**Confidential Information** means any data or information, other than Trade Secrets, that is of value to UPS and is not generally known to third parties or that UPS obtains from any third party and UPS treats as proprietary, whether or not owned by UPS. “Confidential Information” includes Security Elements and the terms of this Agreement, but it excludes Shipping Information and Account Information. “Confidential Information” does not include information that Developer can document was: (i) known by Developer at the time of receipt from UPS or a Shipper and not subject to any other nondisclosure agreement between the parties; (ii) as of the Effective Date, or has

since become, generally known to the public through no fault or action of Developer; (iii) otherwise lawfully and independently developed by Developer without reference to Confidential Information of UPS; or (iv) lawfully acquired by Developer from a third party without any obligation of confidentiality.

**Developer** means, as applicable: (i) you as an individual, if you are entering into this Agreement as an individual on behalf of no other third party for your own personal use of the UPS Materials; or (ii) the Person (e.g., employer or principal) you are representing and have the authority to bind to the Agreement.

**Developer Location** means the applicable jurisdiction of Developer's establishment, as indicated on its UPS Developer Profile.

**Developer Representatives** has the meaning set forth in Section 8.

**Developer Security Elements** has the meaning set forth in Section 2(c)(iii)(A).

**Developer Shipping Cycle** means the following activities undertaken in connection with Developer's use of UPS Shipping Services for Developer's Internal Purposes: (i) rating, manifesting, tendering, tracking, and receiving of packages in need of, or actually shipped using, UPS Shipping Services; and (ii) instructing a supplier to ship for the Developer's benefit.

**Distributed Applications** has the meaning set forth in Section 3(a).

**Effective Date** has the meaning set forth in the Recitals.

**Fees** has the meaning set forth in Section 7.

**Hosting Provider** means an established and industry-recognized commercial third-party service provider that has contracted with Developer to host the Application at the third-party service provider's location in the Permitted Territory. A Hosting Provider may not be any UPS Competitor.

**Impacted Pages** means all user-facing pages or screens of the Application that display UPS Information.

**Interfaces** means routines developed by Developer that exchange information with the UPS APIs. An Interface may be part of an Application or a resource linked to an Application, and it may incorporate Software.

**Internal Purposes** means a Person's use within its own business, related to shipments of goods and products (i) sold by such Person to its customers or (ii) shipped to such Person, and for both (i) and (ii) tendered to UPS or its Affiliates for delivery. For clarity, Internal Purposes does not include the resale, distribution, redistribution, or granting of access to the UPS Materials to third parties, use of UPS Materials or Security Elements when performing services for the benefit of a third party, or use of UPS Materials or Security Elements to provide transportation or logistics services to a third party.

**Notices** has the meaning set forth in Section 17(j).

**Permitted Territory** means all countries and territories in which UPS provides pick-up and delivery service.

**Person** means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or other legal entity.

**Personal Data** means any information in any form (including without limitation documents, computer files, audiovisual recordings or livestreams, recordings of individuals on movie capturing devices, or any other form of information) that identifies or can be used to identify a natural person or household, directly or indirectly. Personal Data includes "personal data" as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and

includes 'personal data,' 'personal information,' 'personally identifiable information,' and similar terms as used in any law.

**Privacy Laws** means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives, and governmental requirements relating in any way to the privacy, confidentiality, or security of Personal Data; and (ii) all applicable provisions of Developer's privacy policies, statements, or notices.

**Security Elements** means Developer Security Elements and Shipper Security Elements.

**Shipper** means any Person that is not Developer and is authorized to use an Application for the purpose of accessing UPS Shipping Services and related Shipping Information consistent with the restrictions set forth in this Agreement. In no event may a Shipper be (i) a Person prohibited from receiving UPS Materials pursuant to Sections 11 (General Compliance) and 12(b)(i); or (ii) a UPS Competitor.

**Shipper Security Elements** has the meaning set forth in Section 2(c)(iii)(B).

**Shipper Shipping Cycle** means the following activities undertaken in connection with a Shipper's use of UPS Shipping Services for such Shipper's Internal Purposes: (i) rating, manifesting, tendering, tracking, and receiving of packages in need of, or actually shipped using, UPS Shipping Services; and (ii) instructing a supplier or Shipper customer (e.g., merchandise return) to ship for the Shipper's benefit.

**Shipping Information** means information relating to UPS Group package shipping, delivery, and related services that is (i) not Account Information; and (ii) provided by UPS in response to an API Request.

**Software** means any computer code provided by UPS in object code format through the UPS Developer Portal, including the functionality listed as "Software" under Exhibit A. In some cases, Software may operate as an interface and by itself exchange information with the UPS APIs, in which cases such Software shall be deemed an "Interface" under this Agreement.

**Technical Documentation** means the technical descriptions and instructions for (i) creating Interfaces to the UPS APIs; and (ii) using or incorporating any Software into an Interface. The Technical Documentation includes any Updates thereto.

**Trade Secret** means any information of UPS (which shall be deemed to include its associated companies) which is not commonly known by or available to the public, which (i) derives economic value, whether actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy and shall specifically include, without limitation, the Technical Documentation.

**Update(s)** means error corrections, modifications, updates, enhancements, or revisions to the UPS Materials.

**UPS** has the meaning set forth in the Recitals.

**UPS Access Service** means the hosted information services accessed using API Requests.

**UPS APIs** means the APIs listed on Exhibit A and residing at the UPS Systems that accept and process queries for information.

**UPS Brand Guidelines** has the meaning set forth in Section 10(b).

**UPS Competitor** means any of the following: (i) FedEx Corporation, Deutsche Post AG, TNT Holding B.V, or any national postal service (e.g., United States Postal Service), or (ii) any Affiliate of an entity identified in section (i) of this definition.

**UPS Developer Portal** means the UPS developer portal website found at [www.developer.ups.com](http://www.developer.ups.com), or its successor site through which UPS makes available, subject to the terms and conditions of this Agreement, certain UPS Materials.

**UPS Developer Profile** means the UPS.com account used to access the UPS Developer Portal under this Agreement.

**UPS Group** means UPS and its Affiliates.

**UPS Indemnitees** means the UPS Group and its officers, employees, agents, and contractors.

**UPS Information** means Shipping Information and Account Information.

**UPS Marks** has the meaning set forth in Section 10(b).

**UPS Materials** means the UPS APIs and any other functionality listed on Exhibit A or made available through the UPS APIs, the Technical Documentation, the Software, the UPS Systems, and UPS Information, collectively.

**UPS Shipper Number** means a shipping and/or billing account number issued by UPS.

**UPS Shipper Profile** means the UPS.com account associated with a given Shipper.

**UPS Shipping Services** means package and shipping services, including the labeling, rating, routing, recording, and tracking of shipments tendered to the UPS Group for delivery.

**UPS Systems** means the UPS-owned or -controlled computer and network systems.

## 2. **UPS APIs.**

- a. **License to the Technical Documentation and Software.** During the Term, and subject to Developer's compliance with this Agreement, UPS hereby grants a limited, revocable, non-exclusive, non-assignable, non-transferable license to Developer to use the Technical Documentation and Software for the sole purpose of developing and testing the Interfaces and integrating the Interfaces with the Application pursuant to the instructions and restrictions in the Technical Documentation. All uses not explicitly permitted herein are explicitly excluded.
- b. **Right to Access the UPS APIs.** During the Term, and subject to Developer's compliance with this Agreement, including the payment of all Fees charged by UPS or a member of the UPS Group for the UPS Access Services as set forth herein, UPS hereby permits and consents, on a limited, revocable, non-exclusive, non-assignable, non-transferable basis, to Developer:
  - i. testing from the Permitted Territory the functionality of each Interface and its compatibility with the UPS APIs and UPS Systems; and
  - ii. using the Interfaces to send API Requests from the Permitted Territory in commercial production.
- c. **Access Conditions.** Notwithstanding anything to the contrary herein, the following conditions on the access rights granted hereunder apply:
  - i. **Required API(s).** Developer shall, prior to using any Interface in commercial production to make API Requests for UPS Shipping Information, ensure that each such Interface integrates the UPS APIs listed on Exhibit A under "Required APIs" in accordance with the corresponding Technical Documentation. This requirement does not apply to any Software that operates as an Interface and for which the Technical Documentation indicates that Security Elements are

issued by UPS through the Software; all such Security Elements are deemed “Developer Security Elements” under this Agreement.

- ii. Impact on UPS Systems. Developer will not, and will ensure that Shippers and Hosting Providers do not, use the Interfaces or use or access the UPS Systems or UPS APIs in any way which, in UPS’s reasonable judgment, adversely affects the performance or function of the UPS Systems or UPS APIs, interferes with the ability of authorized Persons to access the UPS Systems or UPS APIs, or constitutes an act of unfair competition in violation of Applicable Law. Without limiting the generality of the foregoing, Developer shall not associate, input, or upload to the UPS Systems or UPS APIs (A) any virus, Trojan horse, worm, time bomb, malicious logic, trap or back door, or computer programming routine, device, or other feature, that is intended to delete, disable, damage, interfere with, intercept, expropriate, or provide unauthorized access to the UPS Systems, UPS APIs, or any other software, program, data, device, system, or service; or (B) any materials that infringe the intellectual property rights of a third party.
- iii. Use of Security Elements. Developer will not, and will ensure that each Interface will not, use any Security Elements for any purpose other than as specified in the Technical Documentation and herein. Developer may not disclose any Security Elements to any third-party Person. Developer’s right to access the UPS Materials or any Security Elements terminates automatically upon the cancellation or disabling of its UPS Developer Profile or such Security Elements, respectively. UPS may disable any Security Elements at any time in its sole discretion.
  - A. Developer shall use the security elements issued by UPS and associated with its UPS Developer Profile (“**Developer Security Elements**”) solely in connection with (i) the development and testing of the Application and the Interfaces; (ii) API Requests in connection with the Developer Shipping Cycle, and (iii) the provision of Developer’s Account Information to the UPS Group. Developer shall associate the Developer Security Elements with all API Requests submitted to support the Developer Shipping Cycle. For clarity, in no instance may Developer use the Developer Security Elements or any UPS Shipper Number issued to Developer by UPS to initiate shipments for any Person other than Developer or an Affiliate of Developer authorized to manifest shipments under Developer’s UPS shipping account.
  - B. Developer shall use the security elements issued by UPS and associated with a UPS Shipper Profile (“**Shipper Security Elements**”) solely in connection with (i) API Requests associated with the corresponding Shipper Shipping Cycle; and (ii) the provision of Shipper’s Account Information to the UPS Group. Developer shall associate the applicable Shipper Security Elements with all API Requests submitted to support the corresponding Shipper Shipping Cycle. Developer shall not disclose or make available to a Shipper its Shipper Security Elements.
  - C. DEVELOPER SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR AND, AT ITS SOLE COST AND EXPENSE INDEMNIFY AND HOLD HARMLESS THE UPS INDEMNITEES FOR, ANY AND ALL DAMAGES INCURRED OR SUFFERED BY THE UPS INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF OR ACCESS TO UPS MATERIALS BY ANY PERSON THAT GAINS ACCESS TO THE UPS MATERIALS THROUGH USE OF THE UPS DEVELOPER PROFILE, DEVELOPER SECURITY ELEMENTS

OR SHIPPER SECURITY ELEMENTS, INCLUDING WITHOUT LIMITATION ANY DIRECT OR INDIRECT USE OR ACCESS, WHETHER OR NOT AUTHORIZED BY DEVELOPER.

- iv. Requests for Shipping Information. Developer shall ensure that the Interfaces will only transmit API Requests associated with actual UPS shipments or packages in need of shipment by or on behalf of Developer or a Shipper.
  - v. Limits on Quantity of API Requests. Developer shall ensure that the Interfaces do not submit more API Requests, whether for Developer's Internal Purposes or on behalf of a Shipper, than are permitted in the corresponding Technical Documentation, and in no event shall more than a reasonable number of API Requests be submitted for substantially the same Shipping Information in any given twenty-four-hour period.
  - vi. Support and Maintenance of Applications. Developer will, at its sole expense, provide all maintenance and support for the Interfaces (including any incorporated Software) and Applications. Developer shall promptly notify UPS of any defects or malfunctions in the UPS Materials of which it learns from any source.
  - vii. No Reverse Engineering. Developer will not, and will not enable or permit Developer Representatives, Shippers, Hosting Providers, or other third parties to, translate, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or carry out any act otherwise restricted by copyright or other intellectual property rights in the Software or any part thereof (except and only to the extent permitted under Applicable Law).
  - viii. Access Conditions Specific to Certain UPS APIs. Notwithstanding anything to the contrary herein, the access rights granted herein to the UPS APIs are further conditioned or restricted as set forth on Exhibit A, which UPS may update from time to time. Developer acknowledges and agrees that continued submission of API Requests after an update to Exhibit A constitutes Developer's acceptance of such updated terms corresponding to the UPS APIs to which Developer submitted such API Requests.
  - ix. Location-Based Restrictions. Developer acknowledges that (i) UPS may, in its sole discretion, prevent access to UPS Systems by Persons located outside the Permitted Territory; and (ii) not all UPS Access Services are available in all jurisdictions of the Permitted Territory. The jurisdictions in which each of the UPS APIs will return results are available in the Technical Documentation, which may be updated by UPS from time to time in its sole discretion.
- d. Subcontractors. Developer may permit its subcontractors to access and use the UPS Materials and Developer Security Elements solely as necessary to undertake, and in connection with, the activities contemplated and permitted under this Agreement, provided that Developer shall ensure all such subcontractors' compliance with the terms set forth in this Agreement. Developer shall be liable for all use of UPS Materials and Developer Security Elements by its subcontractors, whether or not authorized by Developer, as if such uses were undertaken by Developer.
3. **Distribution and Hosting; Conditions and Restrictions.** The following conditions and restrictions apply in addition to those set forth in Section 2(c) above:

- a. Distribution. Developer may make an Application incorporating or linking to an Interface available to Shippers (“**Distributed Applications**”), provided that Developer may only permit Shippers to use the Interface of a Distributed Application to initiate API Requests after UPS has assigned Shipper Security Elements to such Shipper, consistent with the requirements set forth in Section 2(c)(iii) (Use of Security Elements).
  - b. Hosting. Developer may make available by hosting (1) Distributed Applications to Shippers for their Internal Purposes; and (2) the Interface(s) or any Application incorporating or linking to the Interfaces to Developer for its Internal Purposes, whether such hosting in (1) or (2) is performed by Developer, a Shipper, or a third-party Hosting Provider; *provided that* Developer shall, and shall ensure each Shipper and any Hosting Provider shall:
    - i. Strictly comply with the access conditions and UPS Information use, display, and retention restrictions set forth in Sections 2-4 of this Agreement;
    - ii. Strictly comply with all Applicable Law, including all Privacy Laws, in connection with such hosting activities;
    - iii. Ensure all Applications and Interface(s) are hosted at a location in the Permitted Territory; and
    - iv. Ensure that all API Requests are initiated from the Permitted Territory.
  - c. No Engines or Private Labeling. Each Distributed Application and Interface must not be intended to integrate with, or function as (A) a module or engine used in a larger product or (B) part of any set of development tools. Developer shall not allow a Shipper or other third party to integrate any Interface or Distributed Application into or with another product that is then made available to others by any method, including hosting. Developer shall not permit or enable private label versions of any Interface or Distributed Application or otherwise operate, distribute, or license the operation of any Interface or Distributed Application under any brand or trade name other than those owned by Developer (excluding use of the marks of a Shipper solely for such Shipper’s implementation of a Distributed Application).
  - d. No Separate Fee or Charge. Developer will not, and will ensure that Hosting Providers do not, charge any Shipper or other Person any separately-identified fee or other charge (e.g., transaction-based charges) to access or use the UPS Materials provided hereunder. For purposes of clarification only, when licensing a Distributed Application to Shippers, Developer may charge professional services fees to install or integrate the Distributed Application into a Shipper’s existing environment.
  - e. UPS Partner Materials; Use in Production. If Developer has received an invitation from UPS to develop an Interface or Application (or portion thereof) using UPS Materials not publicly available in the Developer Portal (“**UPS Partner Materials**”), in no event is Developer permitted to use in commercial production (i) the Interface or (ii) any portion of the Application that uses the UPS Partner Materials without (for (i) and (ii)) the prior written approval of UPS or consistently with the requirements of a separate written agreement pertaining to Developer’s use of such UPS Partner Materials.
4. Use of UPS Information. Developer shall, and shall ensure its Hosting Providers shall, only collect, use, display, process, disclose, or retain UPS Information within the Application as set forth herein. All other uses are strictly prohibited. For clarity, the parties recognize that Developer, Shippers, and their Hosting Providers may hold or process separate copies of certain information that such parties submit to the UPS Systems in connection with receiving UPS Access Services, UPS Shipping Services, or both; the restrictions set forth below do not apply to any such information or any other information that is not UPS Information.
- a. Use to Support the Shipping Cycles.



- i. Developer may, and may authorize its Hosting Provider to, use, process, and copy UPS Information solely as necessary for the Application to provide the services that support: (1) Developer in the Developer Shipping Cycle; and (2) the applicable Shipper in the Shipper Shipping Cycle. This authorization includes use of (A) Developer Account Information to manifest UPS shipments by Developer for its own Internal Purposes, and (B) a given Shipper's Account Information to manifest UPS shipments for such Shipper's own Internal Purposes. However, it expressly excludes utilizing Developer Account Information to enable the provision of any UPS Services to any Shipper or other third party.
  - ii. For clarity, each of the Developer Shipping Cycle and the Shipper Shipping Cycle includes using UPS Information associated with Developer or the relevant Shipper (respectively): (A) to establish delivery dates, (B) to provide shipment pickup, drop off, and delivery information to its customers, (C) in the operation of its support service centers for the benefit of its customers, (D) to make payments of UPS invoices, and (E) to respond to billing inquiries from its customers.
  - iii. Developer shall not, and shall ensure Hosting Providers do not, combine UPS Information with any other data, such as combining UPS Information associated with one Shipper with UPS Information associated with another Shipper.
- b. Distribution of UPS Information. Except as may be required by Applicable Law, Developer shall not, and shall ensure its Hosting Provider does not, distribute Account Information to any Person other than the Developer or Shipper associated with such Account Information. Developer may, and may authorize its Hosting Provider to, distribute Shipping Information only to:
  - i. the Shipper associated with such Shipping Information; or
  - ii. a Person that has a bona fide interest in the shipment associated with such Shipping Information (e.g., consignee or third-party payor), where such Shipping Information (1) was obtained from the UPS® Tracking API, (2) is a UPS 1Z number assigned to a shipment and obtained from the UPS® Shipping API, or (3) was obtained from the UPS® Time in Transit API, and (1)-(3) are disclosed as directed by:
    - A. Developer, if in connection with the Developer Shipping Cycle; or
    - B. the Shipper associated with such Shipping Information, if in connection with the Shipper Shipping Cycle.
- c. Display of UPS Information. Developer covenants the following:
  - i. Comparisons. The Application may present comparisons of rates and services of UPS Shipping Services against the rates and services of other carriers or third-party logistics companies that are not Affiliates of UPS ("**Comparisons**") on Impacted Pages; provided that, for Distributed Applications, (i) the Distributed Application will not generate any Developer-established rules-based Comparisons (i.e., pre-configured by Developer and not configured by the relevant Shipper) other than Comparisons based on rate, service level, or time-in-transit; (ii) where a given Shipper's UPS account-based rates and services are available and correspond to such Shipper's API Request, such Shipper's UPS account-based rates and services will be displayed on the corresponding Impacted Pages; and (iii) where UPS account-based rates and services are not available for a Shipper, any Comparisons that include published or publicly-available UPS rates and services (as opposed to individual account-based rates

and services for the relevant Shipper) will also include a disclaimer in immediate proximity to such Comparison communicating that the rates and UPS shipping services displayed are based on published UPS pricing and may be different when accessed using a UPS Shipper Number.

- ii. No Preference. Impacted Pages of a Distributed Application will not, directly or indirectly, promote over the UPS Shipping Services any offer for the sale of shipping services by any third-party carrier.
- iii. Display of Results.
  - A. *All UPS Shipping Services.* Developer will make available in each Application all UPS Shipping Service levels (e.g., Next Day Air® and UPS Ground®) that are (A) returned through the Interface by the UPS® Shipping API, and (B) available in the shipment country of origin.
  - B. *No Alteration.* The Impacted Pages, and each distribution of Shipping Information permitted under Section 4(b) above, will present each data element of Shipping Information (e.g., rate, service level, or estimated delivery details) in its entirety without alteration.
  - C. *Estimated Delivery Notices.* The Application shall not provide, within the Application or through any notices generated by the Application or Developer, estimated delivery dates based on Developer's or a third party's own calculation or analytics.
- d. Prohibited Uses. All uses of UPS Information not explicitly permitted under this Agreement are strictly prohibited. Without limiting the generality of the foregoing:
  - i. Developer shall ensure that each Application, and any other product or service provided or developed by Developer, does not use UPS Information in any manner to itself calculate estimated delivery dates or determine other shipment status events for UPS Shipping Services. For clarity, this paragraph does not restrict the display of UPS Information on Impacted Pages consistent with the requirements of Section 4(c) (Display of UPS Information).
  - ii. The rights to use UPS Information do not include the right for Developer to, or to authorize any Hosting Provider or other Person (through manual or automated means) to: (A) aggregate UPS Information for multiple Shippers for any purpose; (B) use UPS Information to develop services or products other than the Application and its services; (C) use UPS Information to assist, directly or indirectly, in service or rate negotiations with any member of the UPS Group; (D) perform service or financial performance analytics regarding UPS Shipping Services (e.g., a post-delivery "dashboard" or "control tower", audit, or the calculation of adjustments and refunds against UPS fees, or reconciliation of invoices for UPS Shipping Services); or (E) generate comparisons of UPS Shipping Services or financial performance with the services or financial performance of other carriers. The foregoing does not provide an exhaustive list of prohibited uses, but only examples thereof.
- e. Deletion, Storage, and Retention Requirements: Developer shall, and shall ensure that any Hosting Provider engaged by Developer shall:
  - i. Store Shipping Information obtained from the UPS® Time in Transit API for no longer than: (A) twenty-five (25) days from the date of the API Request for such Shipping Information by Developer or the Shipper to which the Shipping Information relates and where the applicable shipping service level includes a guaranteed service refund (as described in the UPS Rate and Service Guide); or

(B) fourteen (14) days from the API Request for Shipping Information by Developer or the Shipper to which the Shipping Information relates where the applicable service level does not include a guaranteed service refund.

- ii. Store Shipping Information obtained from any UPS API other than the UPS® Time in Transit API for no longer than fifteen (15) months after the API Request for such Shipping Information by Developer or the Shipper to which the Shipping Information relates.
- iii. Irrevocably destroy all copies of UPS Information associated with a Shipper within five (5) business days of the earliest of: (A) such Shipper's request for deletion of the same in the relevant Application; (B) such Shipper is no longer authorized by Developer to access the relevant Distributed Application; (C) such Shipper has not requested UPS Services through the relevant Distributed Application for one (1) year; or (D) such Shipper's Shipper Security Elements are disabled or non-functioning. Notwithstanding the foregoing, if Developer or its Hosting Provider is required by Applicable Law to retain any such UPS Information for a longer period, Developer will, and will ensure that such Hosting Provider will, carry out such destruction within five (5) business days from the expiration of such required period.
- iv. Implement and maintain, consistent with Applicable Law, appropriate technical, physical, and organizational measures to protect UPS Information (including any Personal Data) processed by the Application(s) and Interface(s) against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access.

## 5. **Testing, Audit, and Compliance.**

- a. **UPS Access.** Developer will, at any time during the Term and upon UPS's request, provide UPS or its representatives with: (i) access, at no charge, to its Interfaces and Applications, including all Impacted Pages; and (ii) access to all books and records associated with this Agreement to ensure Developer's compliance with the applicable Technical Documentation and this Agreement.
- b. **Testing.** Developer may, but is not required to, submit its Interfaces and Applications to UPS or its designee for testing and approval of the Interfaces and Impacted Pages by UPS. If Developer submits any Application or Interface for testing and approval, Developer shall pay the then-applicable testing fees and reasonably comply with all instructions of UPS or its designee's testing personnel and provide UPS or its designee access to any relevant portions of the Application or Interface for the purpose of determining compatibility with the requirements set forth in this Agreement and the Technical Documentation, including the UPS APIs and UPS Systems. If UPS or its designee determines that any portion of the Interfaces is not compatible with the UPS APIs or UPS Systems, or Developer's use of UPS Information does not comply with the requirements set forth herein or the Technical Documentation, Developer shall make all changes requested by UPS or its designee, and, if required by UPS, submit its Application(s), Interface, or both for testing at Developer's expense.
- c. **Compliance with UPS Materials and Instructions.** UPS may terminate, Update, alter, or supplement any or all of the UPS Materials and UPS Information available from the UPS Systems at any time. Developer shall ensure each Interface and Application complies with the requirements of all Updates to the UPS Materials (including to the Technical Documentation) within the stated timeframe communicated by UPS, or if no timeframe is so communicated, no later than six (6) months from the release of such Update. Developer consents to the receipt of all communications related to Updates and its use

of the UPS Materials hereunder. Notwithstanding anything to the contrary herein, and whether or not Developer submits its Interface or Application or any portion thereof for testing, UPS may in its sole discretion request that Developer prevent access to and use of the Interfaces and any Impacted Pages. Developer shall timely comply with any such request by UPS until UPS has (x) rescinded such request, and (y) provided Developer a written statement that such Interface(s) and/or Impacted Pages are compatible with the UPS APIs and UPS Systems and comply with the requirements of this Agreement and the Technical Documentation.

- d. **Developer Cooperation.** Developer will fully cooperate with UPS to monitor and ensure each Hosting Provider's and Shipper's compliance with the restrictions set forth herein. In the event that Developer becomes aware of any infringement or unauthorized use of the UPS Materials or Security Elements by any Person, Developer will promptly notify UPS in writing of such activity and reasonably cooperate with UPS in the investigation of the unauthorized activity and the enforcement of UPS's rights to the UPS Materials.

6. **Ownership.** Developer hereby acknowledges that the UPS Materials and the Security Elements are the sole property of UPS, its Affiliates, or its or their third-party licensors and that Developer has not acquired any ownership interest in the UPS Materials and will not acquire any ownership interest in the UPS Materials by reason of this Agreement. Other than as relates to the Technical Documentation and the Software, this Agreement does not constitute a license and only conveys limited, revocable, non-exclusive, and non-transferable rights to use the UPS Materials and the Security Elements in accordance with this Agreement. Developer shall not assign, copy, sell, lend, give, redistribute, resell, lease, license, market, transfer, disclose, or otherwise make the UPS Materials or Security Elements available in any manner to any third party except as expressly permitted under this Agreement, without the prior written consent of UPS.

7. **Fees.**

- a. **Fee Schedule and Invoicing.** Developer shall, in consideration of the license, permissions, and consents granted by UPS herein, pay all fees for Developer's use (whether in connection with the Developer Shipping Cycle or Shipper Shipping Cycle) of the UPS Access Services as set forth on the corresponding invoice(s) ("**Fees**"). UPS may delegate a member of the UPS Group to invoice Developer for and collect such Fees and Taxes (defined below) on behalf of UPS. Unless otherwise agreed by the parties in writing, all Fees shall be charged in accordance with the rates set forth on the UPS Developer Portal (<https://developer.ups.com/pricing> or its successor link, provided here for convenience only) at the time the API Requests using the applicable UPS API take place, which rates are incorporated herein by this reference. Unless otherwise determined by UPS (or its designated Affiliate), all Fees shall be invoiced and paid in United States dollars, and all references to monetary amounts herein or on the UPS Developer Portal are to United States dollars.
- b. **Waived Fees.** Developer acknowledges that UPS may, for a time period to be determined in UPS's sole and exclusive discretion, waive charges for the UPS Access Services. However, UPS reserves the right to (i) assess Fees for the UPS Access Services at any time and in its sole discretion by posting Fee schedule(s) on the UPS Developer Portal, and (ii) restrict use of the UPS Access Services unless and until Developer provides required payment information to support the same.
- c. **Changes to Fees.** UPS may alter (or impose new) rates applicable to use of the UPS Access Services in at any time in its sole discretion by updating the rates set forth on the UPS Developer Portal. Developer acknowledges and agrees that its continued use of the UPS Access Services after UPS posts new or updated rates for such UPS Access Services constitutes its acceptance of the corresponding Fees charged by UPS or its Affiliate(s).

Alternatively, Developer may terminate this Agreement without penalty within thirty (30) days of UPS posting the new or updated rates if it objects to such new or updated rates.

- d. **Taxes.** UPS may charge, and Developer will pay, all applicable national, state, or local sales or use taxes, all duties, goods and services taxes, and value added taxes, or similar types of transaction taxes that UPS is legally obligated to charge (collectively, “**Taxes**”). Developer may provide UPS an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case UPS will not collect the Taxes covered by such certificate. Developer agrees to indemnify and hold harmless UPS from any Taxes that are later determined to be due on any such transaction initially believed to be covered by an exemption certificate provided by Developer but found by the relevant taxing authority to be invalid or from any other Taxes that UPS is otherwise required to pay for which Developer is legally responsible. UPS is responsible for all income or profit taxes (including interest and penalties) arising from the provision of the UPS Access Services under this Agreement.

8. **Confidentiality.** Except as required by Applicable Law, Developer will not use (other than as permitted under this Agreement), disclose, or permit any Person to access any Confidential Information or Trade Secrets during the Term and for a period of five (5) years thereafter, and in the case of Trade Secrets, for so long as they remain so protected under Applicable Law. Developer may use and disclose Confidential Information and Trade Secrets only to its employees, contractors, agents, and consultants (“**Developer Representatives**”) who need to know such information for the purposes of Developer undertaking the activities contemplated by, and performing its obligations under, this Agreement. Developer shall (i) ensure that such Developer Representatives comply in all respects with this Section 8, and (ii) remain directly liable for any action or inaction by any Developer Representative to the same extent as if such action or inaction had been performed by Developer.

9. **Term and Termination.**

- a. **Term.** This Agreement shall commence on the Effective Date and shall continue in effect unless earlier terminated in accordance with this Section 9 (the “**Term**”); provided however, this Agreement will automatically terminate upon Developer terminating its Developer Profile.
- b. **Termination.**
  - i. **For Convenience.** Either party may terminate this Agreement at any time with or without cause on thirty (30) days’ written Notice to the other party.
  - ii. **For Material Breach.** Each party may terminate this Agreement at any time, effective upon Notice of termination to the other party and without the need to resort to legal action, upon the other party’s material breach of this Agreement that remains unremedied for a period of fifteen (15) days after receipt of Notice of such material breach.
  - iii. **Immediate Termination.** UPS has the right to terminate this Agreement immediately: (A) upon a breach by Developer of Sections 2 (UPS APIs), 3 (Distribution Conditions and Restrictions), 4 (Use of UPS Information), 5 (Testing, Audit, and Compliance), 8 (Confidentiality), 10 (Publicity and Third-Party Relations), 11 (General Compliance), 12(b) (Developer Representations and Warranties), or 17(e) (Assignment); (B) in the event of commencement of bankruptcy, corporate reorganization, or any other insolvency proceeding with respect to Developer; (C) in the event Developer has a receiver, administrator, administrative receiver, liquidator, or other similar officer appointed for whole or any part of its assets or business; or (D) in the event Developer is dissolved or

passes a resolution for winding up or dissolution, or if a court makes an order to that effect.

- c. Suspension of Access. Without limiting any other rights or remedies, UPS has the right to prohibit access to any part of the UPS Systems at any time as UPS deems necessary in its sole discretion, including, to: (i) prevent access to the UPS Systems or UPS APIs that is not in compliance with the terms and conditions of this Agreement; (ii) correct a material error in the UPS Systems or UPS APIs; or (iii) comply with Applicable Law.
- d. Effect of Termination. Upon the termination of this Agreement for any reason whatsoever:
  - i. all rights granted hereunder to use or make available the Interfaces (including any incorporated Software) or to exchange UPS Information with the UPS Systems will immediately terminate;
  - ii. All rights granted hereunder to use the UPS Access Service will immediately terminate, and Developer shall cease all access to the UPS Systems; and
  - iii. Developer shall, within five (5) business days after such termination, (A) return to UPS all copies of the UPS Materials and all UPS Confidential Information and Trade Secrets, (B) delete all copies of such materials and any Security Elements stored on electronic media, and (C) certify in writing the deletion of same; and
  - iv. Notwithstanding the foregoing, Developer may retain UPS Shipping Information received prior to the termination of the Agreement, provided that it is used, stored, and deleted consistently with the requirements of Section 4 (Use of UPS Information).
- e. Shipper Contact. Developer acknowledges and agrees that UPS has the right within its sole discretion to notify Shippers of the termination or expiration of this Agreement and offer alternatives to receive UPS Services.
- f. No Compensation. Developer will not be entitled to any compensation from UPS as a result of the termination of this Agreement.

**10. Publicity and Third-Party Relations.**

- a. Third-Party Relations. Upon UPS's request at any time, except to the extent specifically prohibited by Applicable Law, Developer will provide UPS with information, including the names of all Shippers and Hosting Providers and their contact information, and copies of correspondence relating to complaints with regard to UPS, the UPS Materials, or the UPS Services. Developer represents and warrants that all Shippers and Hosting Providers are informed in accordance with Applicable Law of the possibility of the provision of such information to UPS and, to the extent required by Applicable Law, have consented to the same. Developer acknowledges that Shippers are both customers of UPS and Developer. As such, nothing in this Agreement will prevent or limit UPS from marketing to or contacting its customers in any way, including, without limitation, Shippers.
- b. Use of UPS Marks. Developer will comply at all times with the UPS Brand Guidelines ("UPS Brand Guidelines"), which can be found at <https://brand.ups.com> or its successor link, provided here for convenience only, in any use of marks owned by UPS ("UPS Marks") in connection with the Interfaces, Applications, and distribution of UPS Information permitted under this Agreement. Any authorization by UPS and the associated limited right to use the UPS Marks will extend only for the period of time and to the UPS Marks set forth in the authorization provided by UPS, but in no event longer than the Term, and may be terminated by UPS at any time upon written Notice.

- c. Publicity. Except as expressly provided in this Agreement, each party agrees that it will not, without prior written consent of the other party in each instance: (i) use in advertising, publicity or otherwise the name of the other party or any of its Affiliates, or any partner or employee of the other party or its Affiliates, or any trade name, trademark, trade dress, or simulation thereof owned by the other party or any of its Affiliates; or (ii) represent, directly or indirectly, that any product or any service provided by such party has been approved or endorsed by the other party or any of its Affiliates.

**11. General Compliance.** Without limiting any other restrictions set forth herein, Developer shall (i) use the UPS Materials only in strict compliance with Applicable Law and in a fashion that does not, in the sole judgment of UPS, negatively reflect on the goodwill or reputation of UPS; and (ii) take no actions which would cause UPS to be in violation of any Applicable Laws. Any access to or use of the UPS Materials or Security Elements that is inconsistent with the terms herein is unauthorized and strictly prohibited without the express prior written consent of UPS. Developer shall comply, to the extent applicable, with the United States Export Administration regulations, the International Traffic in Arms regulations and any regulation or licenses administered by the Department of Treasury's Office of Foreign Assets Control in (x) its use of UPS Materials and the UPS Access Services hereunder, and (y) in making Distributed Applications available to any Shipper.

**12. Representations and Warranties.**

- a. Mutual Representations and Warranties. Each party represents and warrants that it is validly existing and in good standing.
- b. Developer Representations and Warranties. Developer represents and warrants that:
  - i. No Interfaces, Security Elements, or UPS Materials will be distributed to, accessed from, downloaded in, carried to, transshipped through, or exported to (A) a country or territory, or a Person who is a national or resident thereof, outside the Permitted Territory; or (B) any Person or organization on the United States Department of Treasury list of Specially Designated Nationals, or the United States Department of Commerce Denied Persons List or Entity List (as each may be amended from time to time);
  - ii. Developer is not headquartered or incorporated in, a national resident or government of, nor is its Developer Location, a country or territory outside the Permitted Territory;
  - iii. Developer (A) has provided Shippers and Hosting Providers (including their authorized users) with all notice(s) required by Applicable Law, including, without limitation, all applicable Privacy Laws, such that UPS may process Personal Data provided to UPS as contemplated in accordance with applicable data protection laws and as set forth in the UPS Privacy Notice (which is updated from time to time and hereby incorporated by reference into this Agreement), and (B) to the extent required by Applicable Law, including without limitation, all applicable Privacy Laws, has collected their specific consent for each processing purpose, such as UPS marketing activities and notifications related to UPS Shipping Services;
  - iv. Developer will ensure the Developer Representatives process any Personal Data received from UPS in compliance with Applicable Law;
  - v. Developer Representatives have collected, processed, and disclosed all Personal Data provided to UPS in accordance with all Applicable Laws, and have the right and authority to provide such Personal Data to UPS for any lawful processing in accordance with the UPS Privacy Notice; and

- vi. Developer will not, and will ensure that Hosting Providers do not, make any representation or warranty for or on behalf of the UPS Group as to Applications, Interfaces, UPS Materials, UPS Shipping Services, or otherwise.

**13. Disclaimer of Warranties; No Assurances.** UPS makes no assurances or representations to Developer in connection with any financial gain or other benefit that may result from the activities contemplated in this Agreement as regards Applications. THE UPS MATERIALS ARE PROVIDED "AS IS" AND IN THEIR PRESENT STATE AND CONDITION. NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, AVAILABILITY, DURABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE UPS MATERIALS OR OTHERWISE IS GIVEN OR ASSUMED BY UPS, ITS AFFILIATES, LICENSORS, AND SUPPLIERS OR THEIR AGENTS, AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. UPS, ITS AFFILIATES, LICENSORS, AND SUPPLIERS MAKE NO WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE UPS MATERIALS. UPS AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE UPS SYSTEMS, AND ACCESS TO SUCH SYSTEMS MAY BE INTERFERED WITH BY NUMEROUS FACTORS, MANY OF WHICH MAY BE OUTSIDE OF UPS'S CONTROL; UPS, ITS AFFILIATES, LICENSORS, AND SUPPLIERS ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES OF ANY TYPE CAUSED BY SUCH INTERFERENCE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 13 MAY NOT APPLY TO DEVELOPER. THIS AGREEMENT GIVES DEVELOPER SPECIFIC LEGAL RIGHTS. DEVELOPER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. DEVELOPER AGREES AND ACKNOWLEDGES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

**14. Limitation of Liability.**

- a. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS'S LIABILITY FOR ANY ACT OR OMISSION, THE LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING, BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE UPS GROUP SHALL NOT BE LIABLE TO DEVELOPER OR ANY SHIPPER OR OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS OR THE SECURITY ELEMENTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR LOSSES OCCURRING. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY LAW IN THE EVENT OF PERSONAL INJURY OR DEATH CAUSED BY UPS. IN NO EVENT SHALL THE UPS GROUP'S LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE), PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT OR OTHERWISE, EXCEED, IN THE AGGREGATE, ONE THOUSAND DOLLARS (\$1,000 USD). DEVELOPER HEREBY WAIVES ANY CLAIM FOR DAMAGES, LOSSES, OR PENALTIES IN EXCESS OF ONE THOUSAND DOLLARS (\$1,000) OF DEVELOPER OR ANY SUCH THIRD PARTY.
- b. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 (DISCLAIMER OF WARRANTIES; NO ASSURANCES) AND THIS SECTION 14. ANY CLAIM NOT MADE BY DEVELOPER WITHIN



**SIX (6) MONTHS AFTER THE FIRST EVENT GIVING RISE TO SUCH CLAIM WILL BE DEEMED IRREVOCABLY WAIVED.**

15. **Indemnification.** Developer will, at Developer’s sole cost and expense, indemnify and hold harmless, and at UPS’s option defend, each of the UPS Indemnitees from and against any and all (i) losses or damages incurred directly or indirectly by, or (ii) actions, claims, or proceedings, initiated against, a UPS Indemnitee ((i) and (ii), “**Claims**”), that arise out of or relate to: (a) any license or authorization to use the Interfaces, Applications, or UPS Information; (b) any performance, non-performance, or malperformance issues related to the Interfaces or Applications (excluding Claims based solely on the UPS Materials, but not excluding Claims based on the combination, operation, or use of the UPS Materials with anything other than UPS Materials), such as damages for the inability of any users to access the UPS Systems and manifest shipments with UPS; (c) any Claim that any Interfaces or Applications or any portion or use thereof, or UPS’s authorized use of, Developer’s trademarks, service marks, names, or logos (excluding Claims based solely on the UPS Materials, but not excluding Claims based on the combination, operation, or use of the UPS Materials with non-UPS Materials) infringes or misappropriates the intellectual property rights of a third party or constitutes an act of unfair competition in violation of any Applicable Law; (d) any action or inaction (1) by Developer that constitutes; or (2) by a Developer Representative or Hosting Provider engaged by Developer that, if such action or inaction had been performed by Developer, would constitute, a breach of this Agreement or basis for indemnification hereunder; (e) use, processing, storage, or disclosure of UPS Information or Personal Data by Developer, the Interfaces, the Application, or Hosting Providers that is inconsistent with this Agreement or Applicable Law; or (f) any breach by Developer of its obligations under Sections 8 (Confidentiality) and 12 (Representations and Warranties).
16. **Country-Specific Terms.** This Agreement includes all Exhibits, and, if the Developer Location is not the United States, the terms set forth in Exhibit C (Country-Specific Amendment to the General Terms) that correspond to Developer Location shall apply and replace or modify those terms of these General Terms.
17. **General.**
- a. **Dispute Resolution.**
- i. United States and Puerto Rico. If Developer Location is in the United States of America or Puerto Rico, any dispute arising out of this Agreement, or the breach thereof, shall be governed as set forth in Exhibit B (Dispute Resolution in the U.S. and Puerto Rico) attached hereto.
- ii. Except as set forth above in Section 17(a)(i), and except for the right of either party hereto to apply to a court of competent jurisdiction for an injunction or other interim or equitable relief or provisional remedies available under Applicable Law to preserve the status quo pending the selection and confirmation of the arbitrators, or to prevent irreparable harm related to Developer’s use of the UPS Materials, Interfaces, or Security Elements in breach of this Agreement, and to enforce the award of the arbitrators, any controversy or Claim arising out of or relating to this Agreement or the breach thereof, will be settled exclusively by binding arbitration administered by the American Arbitration Association’s International Centre for Dispute Resolution in New York City, New York, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties hereby consent to such venue and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum. The award of the arbitrators will be final and binding, will be the sole and exclusive remedy between the parties regarding such dispute, and the parties explicitly waive request for review under Article V Section 1 of the New York Convention on the

Recognition and Enforcement of Foreign Arbitral Awards. Arbitration will be conducted by a panel of three members, one member selected by UPS, one member selected by Developer, and the third member, who will be chairman, selected by agreement between the other two members. The arbitrators will be attorneys with a background or training in technology law, computer science, or marketing of technology industry products. All arbitration proceedings will be conducted in the English language. Notwithstanding anything to the contrary in this Section 17(a)(ii), the arbitrator(s) appointed to resolve disputes may not award or rule on rescission, reformation, or other modification of this Agreement, or on issues of the ownership, validity, or registration of any intellectual property (including trademarks, service marks, trade names, proprietary information and know-how, and rights in content, materials, software and other technology) belonging to UPS or its Affiliates. The foregoing arbitration agreement between the parties and any questions regarding its validity and enforceability shall be exclusively governed by and construed in accordance with the laws of the State of New York, United States of America, exclusive of conflict or choice of law rules.

- b. Governing Law and Language. This Agreement shall be construed, governed, interpreted by, and applied in accordance with the laws of the State of New York, United States of America, excluding (i) its conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. The parties declare that they have required that this Agreement and all documents related hereto, either present or future, be drawn up in the English language only. To the fullest extent permitted by Applicable Law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English, and the parties agree that any translation of this Agreement has been provided solely for convenience. *Les parties aux présentes ont exigé que la présente convention ainsi que tous les documents et avis qui s’y rattachent et/ou qui en découleront soient rédigés en langue anglaise.* To the fullest extent permitted by Applicable Law, all correspondence and communications between Developer and UPS under this Agreement will be in the English language.
- c. Waiver. UPS’s failure or delay to insist upon or enforce strict performance of any provision of this Agreement or right under law shall not be construed as a waiver of any provision or right, nor will it prevent or restrict the further exercise of the same right or provision.
- d. Survival. The following Sections, and any other Sections of this Agreement that by their terms or purpose should survive, shall survive the termination of this Agreement for any reason: Sections 1 (Definitions), 4 (Use of UPS Information), 5 (Testing, Audit, and Compliance), 6 (Ownership), 8 (Confidentiality), 9 (Term and Termination), 13 (Disclaimer of Warranties; No Assurances), 14 (Limitation of Liability), 15 (Indemnification), 16 (Country-Specific Terms), and 17 (General) will survive the termination or expiration of this Agreement for any reason.
- e. Assignment; Change of Control. Developer may not assign this Agreement or any of its rights or delegate any of its duties hereunder, by contract or operation of law, without UPS’s prior written consent, which consent may be withheld for any reason or no reason, and any attempt to do so by Developer shall be void. In the event of any assignment of this Agreement with UPS’s prior written consent, such assignment will be binding and inure to the benefit of each of the parties and their respective legal successors and permitted assigns. UPS may assign, delegate, or transfer all or any part of this Agreement or any rights hereunder without the need for any approval or consent from Developer.

- f. Independent Parties; No Third-Party Beneficiaries. Nothing in this Agreement or elsewhere shall be construed to make the parties partners, joint venturers, representatives, or agents of each other, nor shall either party, directly, indirectly, in writing or otherwise, so represent to any third person. The parties hereunder are acting in performance of this Agreement as independent contractors engaged in the operation of their own respective businesses, and nothing in this Agreement creates a statutory distributor, dealer, or sales agent contract. Neither party may assume or create any responsibility or obligation on behalf of the other party. Except for members of the UPS Group, no third party will have any right to enforce any of the terms of this Agreement.
- g. Severability. If one or more provisions of this Agreement shall be held to be invalid or unenforceable, it is the parties' intent that such provisions be replaced, reformed, or narrowed so that their original business purpose can be accomplished to the extent permitted by Applicable Law and that the remaining provisions of this Agreement shall not be affected thereby.
- h. Force Majeure. UPS shall not be liable or responsible for any delay or failure in performance if such delay or failure is due to causes beyond its reasonable control, including but not limited to, acts of God, work stoppages, orders of government agencies, or acts of war or terrorism.
- i. Remedies. Any remedies provided herein are non-exclusive, cumulative, and not in lieu of any other rights or remedies that may be available at law or in equity. Without limiting the generality of the foregoing, Developer agrees that UPS would have no adequate remedy at law available to it, and that monetary damages alone would not be an adequate remedy, for Developer's breach or threatened breach of Sections 2(c) (Access Conditions), 3 (Distribution Conditions and Restrictions), 4 (Use of UPS Information), 6 (Ownership), 8 (Confidentiality), 10 (Publicity and Third-Party Relations), 11 (General Compliance), or 12(b) (Developer Representations and Warranties), and UPS therefore is entitled to specific performance or injunctive relief regarding the performance of Developer's obligations under such Sections without any requirement of the posting of a bond, in addition to all other available remedies at law or in equity.
- j. Notices. Except as otherwise noted herein, all notices, demands, or other communications required or permitted to be given under this Agreement ("**Notices**") shall be in writing and shall be given as follows: (i) personal delivery, deemed effective upon receipt; (ii) United Parcel Service next day delivery, if available, notice deemed effective one business day after dispatch; or (iii) certified mail (return receipt requested, postage prepaid), pre-paid registered mail, or other form of recorded delivery in the applicable jurisdiction, in any case, notice deemed effective on the tenth (10<sup>th</sup>) business day following posting. Such Notices to be provided by a party will be sent to the other party using the information set forth below, or other such physical address provided in writing by the receiving party to the notifying party. Each party will send a courtesy copy of any Notices to the email addresses set forth below. For the avoidance of doubt, Notices may not be provided by telephone.
- If by UPS: to the address associated with Developer's UPS Developer Profile.
- If by Developer: to UPS Digital, Inc., 55 Glenlake Parkway, N.E., Atlanta, Georgia 30328, attention: UPS Legal Department, with a copy to UPS Legal, 55 Glenlake Parkway, N.E., Atlanta, Georgia 30328, or such other address as changed through thirty (30) days' prior written Notice to Developer. All such Notices shall reference this Agreement and shall include a copy to UPS's Legal Department at the UPS address set forth above.
- k. Entire Agreement; Construction, Headings. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any

prior written or oral agreements. Each party hereto represents and acknowledges that it has been provided with the opportunity to discuss and review the terms of this Agreement with counsel of its choice prior to execution, has been afforded a reasonable time to do so, and that it is freely and voluntarily signing this Agreement in exchange for the benefits provided herein. The headings in this Agreement and in any exhibits attached hereto are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein," and "hereunder" when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision.

- I. Amendment. Developer acknowledges that the terms of this Agreement may be modified from time to time by UPS and posted on the UPS Developer Portal. Developer's use of the Interfaces, UPS Materials, or Security Elements after the posting of such updated terms constitutes its agreement to the updated terms of this Agreement.

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## EXHIBIT A

### UPS® APIs, SOFTWARE, AND ADDITIONAL TERMS & CONDITIONS

Required APIs		
Name	Description	Additional Terms and Conditions
<b>UPS® Authorization (OAuth) API</b>	Create authorization token (Security Elements) to utilize UPS APIs.	This UPS API is required for all Interfaces.
Subscription APIs		
Name	Description	Additional Terms and Conditions
<b>UPS® Shipping API</b>	Enables package shipments, manages returns, and cancels scheduled shipments.	<p>Developer will only develop Applications that integrate or incorporate shipping functionality of a carrier other than UPS to the extent the Interfaces to UPS APIs have functionality that is equal to or surpasses the shipping and shipping-related functionality for all other carriers integrated in such Application. The restriction contained herein will not apply solely to the extent the integrated shipping functionality of another carrier enables access to shipping services for which there is no corresponding or similar service available through the UPS Shipping Services.</p> <p>The UPS Shipping API may provide access to (1) the <b>UPS Hazardous Materials Functionality</b> which facilitates the shipment of certain dangerous goods and hazardous materials; and (2) the <b>International Knowledge Base Capabilities</b>, which provides access to information that can be used to facilitate cross-border shipping. Developer’s and Shippers’ use of the UPS Hazardous Materials Functionality is governed by the terms and conditions of the applicable agreement with UPS governing the shipment of hazardous goods and the additional terms set forth below. Developer’s and Shippers’ use of the International Knowledge Base Capabilities through the UPS Shipping API is governed by the terms set forth below:</p> <p style="text-align: center;"><b>UPS Hazardous Materials Functionality</b> may only be used (i) to facilitate dangerous goods and hazardous materials identified in an applicable Developer or Shipper Hazmat Service Agreement during the period such Hazmat Services Agreement is in effect and then (ii) only in those countries and territories set forth in such Hazmat Service Agreement where hazardous materials service is available. UPS MAKES NO</p>

		<p>WARRANTY OR REPRESENTATION OF ANY KIND THAT: (i) UPS HAZARDOUS MATERIALS FUNCTIONALITY WILL TRANSMIT THE NECESSARY INFORMATION TO UPS OR GENERATE THE NECESSARY DOCUMENTATION ERROR-FREE OR INTERRUPTION-FREE OR (ii) UPS HAZARDOUS MATERIALS FUNCTIONALITY COMPLIES WITH ANY APPLICABLE CONVENTIONS, MULTILATERAL AGREEMENTS, BILATERAL AGREEMENTS, DIRECTIVES, LAWS OR REGULATIONS PERTAINING TO THE TRANSPORT OF DANGEROUS GOODS BY AIR AND GROUND. DEVELOPER SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS THE UPS INDEMNITEES FROM AND AGAINST ANY AND ALL DAMAGES INCURRED OR SUFFERED BY THE UPS INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH USE OF THE UPS HAZARDOUS MATERIALS FUNCTIONALITY THROUGH AN APPLICATION.</p> <p><b>UPS International Knowledge Base Capabilities</b> include information that may be provided through the UPS Shipping API to facilitate cross-border shipping. Developer understands that applicable laws, rules and regulations, including those related to import and export, are subject to change and may not be addressed by the IKB Capabilities. The use of the IKB Capabilities is at Developer’s and Shippers’ own risk, and the IKB Capabilities may change or be updated without notice. Suggestions provided by IKB Capabilities (e.g., tariff classifications or related duties, taxes or fees) do not constitute legal advice. Additional documentation not provided by IKB Capabilities may be required to clear international packages through customs. Any estimation of fees may only be used for convenient reference. UPS does not guarantee the accuracy of any information (e.g., tariff classification) or estimates of fees (e.g., duties and taxes) provided by the IKB Capabilities. IN NO EVENT WILL UPS BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES UNDER ANY THEORY OF LAW FOR ANY ERRORS IN THE INFORMATION, FORMS, OR FEATURES OF THE IKB CAPABILITIES, EVEN IF SUCH PERSON HAS ADVISED UPS OF THE POSSIBILITY OF SUCH DAMAGES. UPS EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE IKB CAPABILITIES.</p>
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<b>UPS® Address Validation API</b>	Validates addresses at the street level in the United States and Puerto Rico	Any request to the UPS Address Validation API or UPS Street Level Address Validation API shall be solely for the purpose of validating an address in connection with tendering a package intended for delivery via services offered by the UPS Group. Developer shall design the Application(s) such that the following language, or such other language provided by UPS from time to time, is conspicuously displayed on the same visible screen as, and in reasonable proximity to, the UPS Information informing the user of an invalid address: <i>“NOTICE: UPS assumes no liability for the information provided by the address validation functionality. The address validation functionality does not support the identification or verification of occupants at an address.”</i> Further, Developer shall design the Application(s) such that the following language, or such other language provided by UPS from time to time, is conspicuously displayed on the same visible screen as, and in reasonable proximity to, UPS Information returned from the UPS Address Validation API or Street Level Address Validation API informing the user either (at Developer’s option): (a) with respect to a P.O. Box address or (b) with respect to any address: <i>“NOTICE: The address validation functionality will validate P.O. Box addresses. However, UPS does not deliver to P.O. Boxes. Attempts by customer to ship to a P.O. Box via UPS may result in additional charges.”</i>
<b>UPS® Locator API</b>	Provides UPS shipping locations based on type and available services	Developer agrees that it may utilize the UPS Locator API for UPS Access Point Locations only in support of or in response to a Developer customer- or Shipper- generated request for manifest information for actual UPS shipments or packages in need of shipment. Developer may not use the location information returned by UPS Locator API for UPS Access Point Locations for purposes other than fulfilling such requests. Developer must discard any location information returned by UPS Locator API for UPS Access Point Locations upon completion of each communication session with its customer or the applicable Shipper. Developer agrees not to otherwise use the location information returned by UPS Locator API for UPS Access Point Locations, in whole or in part, other than as expressly set forth herein without the express written consent of UPS. To the extent Developer seeks to use UPS Access Point trademarks in connection with any Application that provides UPS Information related to UPS Access Point Locations, Developer must complete the UPS Access Point brand request form on UPS Brand Central at and obtain a corresponding trademark license prior to any such use.
<b>UPS® Export Assure API</b>	Provides guidance on export regulations to avoid	The UPS Export Assure API may provide Shipping Information that may be provided through the UPS Export Assure API to facilitate cross-border shipping. Developer understands that applicable laws, rules and regulations, including those related to import and export, are

	international holds and customs delays	subject to change and may not be addressed by the the UPS Export Assure API. The use of the UPS Export Assure API is at Developer’s and Shippers’ own risk, and the UPS Export Assure API may change or be updated without notice. Suggestions provided by IKB Capabilities (e.g., tariff classifications or related duties, taxes or fees) do not constitute legal advice. Additional documentation not provided by the UPS Export Assure API may be required to clear international packages through customs. Any estimation of fees may only be used for convenient reference. UPS does not guarantee the accuracy of any information (e.g., tariff classification) or estimates of fees (e.g., duties and taxes) provided by the UPS Export Assure API. IN NO EVENT WILL UPS BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES UNDER ANY THEORY OF LAW FOR ANY ERRORS IN THE INFORMATION, FORMS, OR FEATURES OF THE UPS EXPORT ASSURE API, EVEN IF SUCH PERSON HAS ADVISED UPS OF THE POSSIBILITY OF SUCH DAMAGES. UPS EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE UPS EXPORT ASSURE API.
<b>UPS® Rating API</b>	Provides delivery services and corresponding shipping rates.	
<b>UPS® Tracking API</b>	Provides tracking status of a shipment, delivery , time, and the latest transit scan.	
<b>UPS® Time in Transit API</b>	Provides estimated delivery time for UPS shipping services.	
<b>UPS® Dangerous Goods API</b>	Validate acceptability of Air, Ground, and International Dangerous Goods shipments by UPS.	



<b>UPS® Landed Cost Quoting API</b>	Provides estimated duties, taxes, and brokerage fees for cross border shipments.	
<b>UPS® Paperless Documents API</b>	Provides capability to upload document images and link to international shipments.	
<b>UPS® Pickup API</b>	Enables scheduling the pickup of a processed package or new shipment.	
<b>UPS® Pre-Notification API</b>	Notify UPS of Dangerous Goods shipments after shipment processing.	
<b>UPS® Quantum View API</b>	Stream Quantum View Data into internal applications.	
<b>TForce Freight® Rating API</b>	Compare TForce Freight® delivery services and shipping rates.	<p>The terms and conditions (include cargo liability) governing freight transportation services are set forth at the following website or its successor link:  <a href="https://www.tforcefreight.com/itl/apps/Freight101">https://www.tforcefreight.com/itl/apps/Freight101</a>.</p> <p>Less-than-Truckload (“LTL”) freight transportation services are offered by TFI International Inc., its affiliates or divisions (including without limitation TForce Freight), which are not affiliated with the UPS Group. The UPS Group assumes no liability in connection with LTL Freight transportation services or any other services offered or provided by TFI International Inc. or its affiliates, divisions, subsidiaries or related entities.</p>
<b>TForce Freight® Shipping API</b>	Prepare TForce Freight shipments, manage returns, and cancel scheduled TForce Freight shipments.	<p>The terms and conditions (include cargo liability) governing freight transportation services are set forth at the following website or its successor link:  <a href="https://www.tforcefreight.com/itl/apps/Freight101">https://www.tforcefreight.com/itl/apps/Freight101</a>.</p> <p>Less-than-Truckload (“LTL”) freight transportation services are offered by TFI International Inc., its affiliates or divisions (including without limitation TForce Freight), which are not</p>

		affiliated with the UPS Group. The UPS Group assumes no liability in connection with LTL Freight transportation services or any other services offered or provided by TFI International Inc. or its affiliates, divisions, subsidiaries or related entities.
<b>TForce Freight® Pickup API</b>	Schedule pickup of a previously processed or new TForce Freight shipment.	<p>The terms and conditions (include cargo liability) governing freight transportation services are set forth at the following website or its successor link:  <a href="https://www.tforcefreight.com/Itl/apps/Freight101">https://www.tforcefreight.com/Itl/apps/Freight101</a>.</p> <p>Less-than-Truckload (“LTL”) freight transportation services are offered by TFI International Inc., its affiliates or divisions (including without limitation TForce Freight), which are not affiliated with the UPS Group. The UPS Group assumes no liability in connection with LTL Freight transportation services or any other services offered or provided by TFI International Inc. or its affiliates, divisions, subsidiaries or related entities.</p>
<b>Premium APIs</b>		
<b>Name</b>	<b>Description</b>	<b>Additional Terms and Conditions</b>
<b>UPS® Pub Sub Tracking API</b>	Push-based tracking subscription to enable near real-time visibility on the status of shipments.	
<b>UPS® DeliveryDefense™ API</b>	Uses predictive analytics to provide delivery risk assessments corresponding to U.S. delivery addresses.	
<b>UPS® Delivery Intercept API</b>	Allows an authenticated shipper to request a change in the delivery location or date of a package.	
<b>Software</b>		
<b>Name</b>	<b>Description</b>	<b>Additional Terms and Conditions</b>

<b>UPS® Location Widget</b>	Enables access to the UPS Locator API to provide information on UPS shipping locations based on type and available services	Developer shall utilize the UPS Location Widget for the sole purposes of accessing the UPS Locator API, consistent with all terms applicable to accessing the same. Developer further agrees that, when using the UPS Location Widget to determine UPS Access Point Locations, it may only do so in support of or in response to a Developer customer- or Shipper- generated request for manifest information for actual UPS shipments or packages in need of shipment. Developer may not use the location information for UPS Access Point Locations returned through the use of the UPS Location Widget for purposes other than fulfilling such requests without the express written consent of UPS. Developer must discard any location information for UPS Access Point Locations returned by the UPS Location Widget upon completion of each communication session with its customer or the applicable Shipper. To the extent Developer seeks to use UPS Access Point trademarks in connection with any Application that provides UPS Information related to UPS Access Point Locations, Developer must complete the UPS Access Point brand request form on UPS Brand Central to obtain a corresponding trademark license prior to any such use, and any authorization is limited to the time period and UPS Marks set forth in such authorization.
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## EXHIBIT B

### DISPUTE RESOLUTION FOR THE UNITED STATES AND PUERTO RICO

#### **Binding Arbitration of Disputes.**

Except as to disputes that qualify for state courts of limited jurisdiction (such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits of less than \$30,000 on their jurisdictions over civil disputes), Developer and UPS agree that any controversy or claim, whether at law or equity, arising out of or related to this Agreement that arises in whole or in part in the United States or Puerto Rico, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration. Developer and UPS expressly agree that the foregoing obligation to arbitrate disputes regardless of the date of accrual of such disputes includes, but is not limited to, preexisting disputes and disputes that arise from or relate to services provided at the time of a previous version of this Agreement.

Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an "award." Arbitration provides for more limited discovery than in court, and is subject to limited review by courts. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under the law and must honor the terms and conditions in this Agreement. Developer and UPS agree that their sole relationship is a contractual one governed by this Agreement.

#### **Institutional Arbitration.**

The arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules or, provided that you are an individual consumer and are using UPS's services for personal (not business) use, the Consumer Arbitration Rules (the "AAA Rules"), and judgment on the award may be entered in any court of competent jurisdiction. The AAA Rules, including instructions for how to initiate arbitration, are available at <https://www.adr.org>. The arbitrator shall decide all issues of the case on the basis of the Applicable Law, not equity. If Developer initiates arbitration, Developer must serve UPS's registered agent for service of process, Corporation Service Company, which has locations in every state of the United States. Information also can be found on the website of each U.S. state's Secretary of State. *Any arbitration under this Agreement will take place on an individual basis; class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted. Developer and UPS each waives the right to trial by jury. Developer and UPS further waive the ability to participate in a class, mass, consolidated or combined action or arbitration.*

**Place of Arbitration/Number of Arbitrators/Costs of Arbitration.** Any arbitration will take place at the American Arbitration Association's International Centre for Dispute Resolution in New York City, New York. Any filing fee or administrative fee required of Developer by the AAA Rules shall be paid by Developer to the extent such fee does not exceed the amount of the fee required to commence a similar action in a court that otherwise would have jurisdiction. For all non-frivolous complaints, UPS will pay the amount of such fee in excess of that amount. The arbitrator will allocate the administrative costs and arbitral fees consistent with the applicable rules of the AAA. Reasonable attorney's fees and expenses will be allocated or awarded only to the extent such allocation or award is available under Applicable Law.

**Scope of Arbitration.** All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for a court to decide. The Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate shall survive termination of this Agreement.

**Severability.** Notwithstanding anything to the contrary in the AAA Rules, if any part of this arbitration provision is deemed invalid or ineffective for any reason, this shall not affect the validity or enforceability

of the remainder of this arbitration provision, and the arbitrator shall have the authority to amend any provisions deemed invalid or ineffective to make the same valid and enforceable.

**Desk Arbitration.** For all disputes concerning an amount less than fifteen thousand dollars (\$15,000.00), the parties shall submit their arguments and evidence to the arbitrator in writing and the arbitrator shall make an award based only on the documents; no hearing will be held unless the arbitrator in his or her discretion, and upon request of a party, decides it is a necessity to require an in-person hearing. For a dispute governed by the AAA Consumer Arbitration Rules, and concerning an award between fifteen thousand dollars (\$15,000.00) and fifty thousand dollars (\$50,000.00), inclusive, UPS shall pay Your filing fee under the AAA Rules, provided that You agree that each party shall submit their arguments and evidence to the arbitrator in writing and that the arbitrator shall make an award based only on the documents, without a hearing being held. Notwithstanding this provision, the parties may agree to proceed with desk arbitration at any time.

**Access to Small Claims Courts.** All parties shall retain the right to seek adjudication in a state court of limited jurisdiction, such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits of less than \$30,000 on their jurisdiction over civil disputes, for individual disputes within the scope of such court's jurisdiction.

**Acknowledgements.** DEVELOPER AND UPS ACKNOWLEDGE AND AGREE THAT EACH PARTY WAIVES THE RIGHT TO:

- (a) HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST DEVELOPER, UPS, OR RELATED THIRD PARTIES;
- (b) HAVE A COURT, OTHER THAN A STATE COURT OF LIMITED JURISDICTION AS DEFINED ABOVE, RESOLVE ANY DISPUTE ALLEGED AGAINST DEVELOPER, UPS, OR RELATED THIRD PARTIES;
- (c) HAVE A COURT REVIEW ANY DECISION OR AWARD OF AN ARBITRATOR, WHETHER INTERIM OR FINAL, EXCEPT FOR APPEALS BASED ON THOSE GROUNDS FOR VACATUR EXPRESSLY SET FORTH IN SECTION 10 OF THE FEDERAL ARBITRATION ACT; AND
- (d) SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, JOIN AS A CLASS MEMBER, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS IN ANY CLASS, MASS, CONSOLIDATED OR COMBINED ACTION OR ARBITRATION FILED AGAINST DEVELOPER, UPS AND/OR RELATED THIRD PARTIES.

**Award.** The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless a brief explanation of the reasons is requested by one of the parties. Unless both Developer and UPS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

**Confidentiality of Arbitration.** Notwithstanding anything to the contrary in the AAA Rules, UPS and Developer agree that the filing of arbitration, the arbitration proceeding, any documents exchanged or produced during the arbitration proceeding, any briefs or other documents prepared for the arbitration, and the arbitral award shall all be kept fully confidential and shall not be disclosed to any other party, except to the extent necessary to enforce this arbitration provision, arbitral award or other rights of the parties, or as required by law or court order. This confidentiality provision does not foreclose the AAA from reporting certain consumer arbitration case information as required by state law.

## EXHIBIT C

### Country-Specific Amendment to the General Terms

If the Developer is established in a country or territory outside of the United States, the following terms applicable for the specified jurisdiction replace or modify the referenced terms in the General Terms and Exhibit A. All terms in the General Terms and Exhibit A that are not specifically modified by the applicable jurisdiction-specific terms in this Exhibit C remain unchanged and in full force and effect.

**The following are the only approved countries of Developer Establishment outside of the United States:**

#### **ARGENTINA**

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):* “Nothing in this Agreement will be deemed to prevent Developer or Hosting Providers from charging, in their respective discretion, any fees and charges to Shippers for the use of a Distributed Application or for any other of their services connected therewith.”

2. **Third Party Relations.** *Section 10(a) is hereby deleted in its entirety and replaced with the following:*

“Upon UPS’s request at any time and to the extent not prohibited by Applicable Law, Developer will provide UPS with contact information (including the names, addresses, email addresses and phone numbers) of all Shippers and Hosting Providers and copies of correspondence relating to Shippers or other third-party complaints with regard to UPS, the UPS Materials, or the UPS Services, except to the extent specifically prohibited by Applicable Law. Developer warrants that collection and use of any information related with Shippers and Hosting Providers shall be in compliance with all Applicable Laws and that it shall obtain consent from Shippers and Hosting Providers to the extent necessary under Applicable Laws for data to be shared with UPS and processed by Developer as contemplated by this Agreement. Developer acknowledges that Shippers are customers of UPS as well as customers of Developer. Nothing in this Agreement will prevent or limit UPS marketing to or contacting its customers in any way, including, without limitation, Shippers.”

3. **Confidentiality.** *The following words are hereby deleted in the first sentence of Section 8 prior to the word “thereafter”:* “for a period of five (5) years”.

4. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER OR ANY HOSTING PROVIDER TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS, OR IN THE EVENT OF PERSONAL INJURY OR DEATH CAUSED BY UPS. IN NO EVENT WILL THE UPS GROUP LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) IS HEREBY WAIVED BY DEVELOPER. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 (WARRANTIES; DISCLAIMERS) AND THIS SECTION 14.”

5. **Independent Parties; No Third-Party Beneficiaries.** *The following sentences are hereby added to the end of Section 17(f):*

“No person employed by either party to this Agreement will be held or construed to be an employee of the other party for any purpose. Nothing in this Agreement will be construed as giving either party control over the managerial practices, financial administration or personnel practices, policies or procedures of the other party.”

6. **Entire Agreement.** *In Section 17(k), the clause “in the absence of fraud,” is hereby added immediately preceding the word “supersedes”.*

7. **Dispute Resolution.** *In Section 17(a)(ii), the following sentence is hereby added at the end of the section:*

“Arbitrators shall be entitled to issue preliminary measures. The parties waive their right to file any recourse against the award as allowed by the Applicable Law.”

## **AUSTRALIA**

1. **No Reverse Engineering.** *The following sentences are hereby added to the end of Section 2(c)(vii):*

“No provision of this agreement will be interpreted as attempting to exclude or limit, or having the effect of excluding or limiting, the operation of subSection 47B(3) or Section 47C, 47D, 47E or 47F, of the Copyright Act 1968 (Cth). Any provision which is inconsistent with any such subsection or section will be read down or otherwise deemed to be varied to the extent necessary to preserve the operation of such subsection, section, or sections.”

2. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

“Nothing in this Agreement will be deemed to prevent Developer or Hosting Providers from charging, in their respective discretion, any fees and charges to Shippers for the use of a Distributed Application or for any other of their services connected therewith.”

3. **UPS® Shipping API.** *The following changes are hereby made the “Additional Terms and Conditions Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date,”.

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer.”

4. **Ownership.** *The following sentence is hereby added to the end of Section 6:*

“The rights which Developer would, but for this sentence, have as an authorized user under Section 26 of the Trade Marks Act 1995 (Cth) are excluded.”

5. **Confidentiality.** *The following words are hereby deleted in the first sentence of Section 8 prior to the word “thereafter”: “for a period of five (5) years”.*

6. **Disclaimer of Warranties.** *The following sentences are hereby added to the end of Section 13:*

“PURSUANT TO SECTION 64A OF THE AUSTRALIAN CONSUMER LAW (UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH)): (A) THIS PARAGRAPH APPLIES IN RESPECT OF ANY OF THE GOODS OR SERVICES SUPPLIED UNDER THIS AGREEMENT WHICH ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, PROVIDED THAT THIS PARAGRAPH WILL NOT APPLY IF DEVELOPER ESTABLISHES THAT RELIANCE ON IT WOULD NOT BE FAIR AND REASONABLE; (B) LIABILITY FOR BREACH OF A GUARANTEE CONFERRED BY THE AUSTRALIAN CONSUMER LAW (UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH)), OTHER THAN THOSE CONFERRED BY SECTIONS 51–53 OF THAT LAW, IS LIMITED: (I) IN THE CASE OF GOODS, TO ANY ONE OF THE FOLLOWING AS DETERMINED BY UPS:

(A) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; OR (B) THE REPAIR OF THE GOODS; OR (C) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (D) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (II) IN THE CASE OF SERVICES, TO ANY ONE OF THE FOLLOWING AS DETERMINED BY UPS: (A) THE SUPPLYING OF THE SERVICES AGAIN; OR (B) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.”

7. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR ANY ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF UPS, OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO UPS’ NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UPS’S, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS’, DIRECTORS’, EMPLOYEES’, OR AGENTS’ LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) IS HEREBY WAIVED BY DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14. ANY CLAIM NOT MADE BY DEVELOPER WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED WAIVED.”

8. **Entire Agreement.** *In Section 17(k), the clause “in the absence of fraud,” is hereby added immediately preceding the word “supersedes”.*

**AUSTRIA**

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

“Nothing in this Agreement will be deemed to prevent any of Developer or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer or Hosting Providers.”

2. **UPS® Shipping API.** *The following changes are hereby made to the “Additional Terms and Conditions Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date,”

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer. The above limitation will apply in all countries of the Permitted Territory.”



3. **Compliance with UPS Materials and Instructions.** *The following clause is hereby added after the words “no later than six months from the release of such Update” in Section 5(c):*

“; provided that Developer may terminate this Agreement without cause within thirty (30) days if it objects to such changes.”

4. **Testing.** *The following sentence is hereby added after the second sentence of Section 5(b):*

“In the event that UPS or its designee determines that an Application or Interface does not meet the applicable testing requirements, UPS will use commercially reasonable efforts to notify Developer in writing or cause its designee to do so, identifying the Application or Interface that has not been approved. UPS may, in its sole discretion, provide reasons for such rejection. Developer may modify such Application or Interface and resubmit the same for approval in accordance with this Section 5(b).”

5. **Immediate Termination.** *The following clause is hereby added to the end of Section 9(b)(iii) as a new clause (E):*

“ or (E) if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction, in which case UPS has a reasonable and justified interest in Developer’s continued distribution of the Application which incorporates UPS Materials”.

6. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR (A) FRAUD AND OTHER CRIMINAL CONDUCT, (B) INTENTIONALLY OR EXTREME GROSS NEGLIGENTLY CAUSED DAMAGE, AND (C) ANY PERSONAL INJURY NEGLIGENTLY CAUSED. SUBJECT TO THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UPS WILL NOT BE LIABLE TO DEVELOPER OR ANY OTHER PARTY FOR ANY (I) INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES; OR (II) LOST PROFITS, SAVINGS, OR REVENUE, LOSS OF BUSINESS OR CONTRACTS, LOSS OF COST RECOVERY OPPORTUNITY, LOSS OF GOODWILL, REPUTATIONAL DAMAGE, OR LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF A MEMBER OF THE UPS GROUP (INCLUDING ITS OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS) HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL UPS’S, ITS AFFILIATES’, OR THEIR RESPECTIVE OFFICERS’, DIRECTORS’, EMPLOYEES’, OR AGENTS’ LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000), ANY CLAIM FOR SUCH DAMAGES BEING HEREBY WAIVED BY DEVELOPER. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14. DEVELOPER UNDERTAKES TO ENTER INTO A SIMILAR EXCLUSION OF LIABILITY FOR THE BENEFIT OF UPS IN ANY CONTRACT WITH ANY SHIPPER OR ANY HOSTING PROVIDER, AND TO REQUIRE ANY HOSTING PROVIDER TO ENTER INTO A SIMILAR EXCLUSION OF LIABILITY WITH ANY SHIPPER FOR THE BENEFIT OF UPS.

ANY CLAIM NOT MADE BY DEVELOPER WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED WAIVED.”

7. **Indemnification.** *The following text is hereby added to the end of the last sentence of Section 15: “or (g) any breach of Developer’s undertaking in Section 14 (Limitation of Liability)”.*

8. **Governing Law.** *In Section 17(b), the clause “, subject to the provisions of Section 17(a) (Dispute Resolution),” are hereby inserted immediately prior to the words “construed, governed, interpreted by, and applied in accordance with the laws of the State of New York, United States of America”.*

9. **Dispute Resolution.** *The following sentence is hereby added to the end of Section 17(a) as a new Section 17(a) (iii):*

“Developer acknowledges and agrees that this Agreement may not be executed by way of a power of attorney unless the document providing such power of attorney specifically allows the holder of the power of attorney to enter into the arbitration agreement contained in this Agreement, which is set forth in this Section 17(a).”

## **BELGIUM**

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

“Nothing in this Agreement will be deemed to prevent Developer or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer or Hosting Providers.”

2. **UPS® Shipping API.** *The following changes are hereby made to the “Additional Terms and Conditions Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date and within the Permitted Territory,”

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer.”

3. **Compliance with UPS Materials and Instructions.** *The following clause is hereby added after the words “no later than six months from the release of such Update” in Section 5(c):*

“, provided that Developer may terminate this Agreement without cause within thirty (30) days if it objects to such changes”.

4. **Testing.** *The following sentence is hereby added after the second sentence of Section 5(b):*

“In the event that UPS or its designee determines that an Application or Interface does not meet the applicable testing requirements, UPS will use commercially reasonable efforts to notify Developer in writing or cause its designee to do so, identifying the Application or Interface that has not been approved. UPS may, in its sole discretion, provide reasons for such rejection. Developer may modify such Application or Interface and resubmit the same for approval in accordance with this Section 5(b).”

5. **Immediate Termination.** *The following clause is hereby added to the end of Section 9(b)(iii) as a new clause (E):*

“; or (E) if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction.”

6. **Limitation of Liability.** *The following changes are hereby made to Section 14:*

a. *In the second sentence of the Section, the following words are hereby added after the words “OR REVENUE,”:*

“LOSS OF BUSINESS, OR CONTRACTS, LOSS OF COST RECOVERY OPPORTUNITY, LOSS OF GOODWILL, REPUTATIONAL DAMAGE,”

b. *In the final sentence of the Section, the words “SIX (6) MONTHS” are hereby deleted and replaced with “ONE (1) YEAR.”*

7. **Assignment.** *The following sentence is hereby added before the last sentence of Section 17(e): “Developer will ensure that, where applicable, this Section 17(e) has been approved by the relevant corporate bodies of Developer.”*

8. **Entire Agreement.** *In Section 17(k), the clause “in the absence of fraud,” is hereby added immediately preceding the word “supersedes”.*

## **CANADA**

1. **Deletion, Storage, and Retention Requirements.** *The following language is added to the end of Section 4(e)(iv):*

“In developing and operating the Application and Interface, Developer will, and will ensure that Hosting Providers will, comply with all Applicable Laws, including but not limited to personal information protection laws, rules, and regulations governing the collection, processing, storage, transmission, or use and security of personal information. Developer will, and will ensure that its Hosting Providers will, notify UPS as soon as feasible after becoming aware of an actual or suspected loss of Information that is directly or indirectly connected to a defect or vulnerability in an Application or Interface.”

2. **Testing.** *The following sentence is hereby added after the second sentence of Section 5(b):*

“In the event that UPS or its designee determines that an Application or Interface does not meet the applicable testing requirements, UPS will use commercially reasonable efforts to notify Developer in writing or cause its designee to do so, identifying the Application, Interface, or both, that has not been approved. UPS may, in its sole discretion, provide reasons for such rejection. Developer may modify such Application and/or Interface and resubmit the same for approval in accordance with this Section 5(b).”

3. **Immediate Termination.** *The following clause is hereby added to the end of Section 9(b)(iii) as a new clause (E):*

“; or (E) if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction”.

4. **English Language.** *The following sentence is added prior to the last sentence of Section 17(b):*

«Toute traduction de celle-ci est non-officielle, est fournie à des fins d'information seulement et ne crée aucun lien contractuel entre les parties. »

## **CHINA (PRC)**

1. **Ownership.** *The following sentences are hereby added to the end of Section 6:*

“To the extent that Developer makes improvements (where the term “improvement” has the same meaning as set forth in Article 27 of the *Administrative Regulations on the Import and Export of Technologies* under Applicable Law in the PRC) to Software (the “**Permitted Licensee Improvements**”), then without prejudice to the foregoing: (i) the intellectual property rights subsisting in the Permitted Licensee Improvements under the Applicable Law of the PRC (the

“**PRC Improvement Rights**”), but no other rights to the Software, shall vest in Developer upon creation in accordance with Applicable Law in the PRC; and (ii) all intellectual property subsisting in the Permitted Licensee Improvements under the laws of all other jurisdictions shall vest in UPS upon creation. Developer hereby assigns and agrees to assign the PRC Improvement Rights to UPS and UPS hereby grants back to Developer, solely to the extent required by Applicable Law in the PRC, a non-exclusive, royalty-free license to use the PRC Improvement Rights in the PRC. Developer acknowledges and agrees that the ongoing royalty-free license of the Software under this Agreement constitutes fair and reasonable consideration for the assignment of the PRC Improvement Rights.”

2. **Third Party Relations.** *The following sentence is hereby added immediately following the third sentence of Section 10(a):*

“Developer further represents and undertakes that its provision of information to UPS under this Section 10(a) (including personal information of Shippers) will be in full compliance with all Applicable Laws, including, without limitation, the Cyber Security Law of the PRC and associated regulations (“**CSL**”).”

3. **Remedies.** *In the last sentence of Section 17(i), the word “seek” is hereby inserted immediately preceding the phrase “specific performance or an injunction”.*

4. **Disclaimer of Warranties.** *The text of Section 13 is hereby deleted in its entirety and replaced with the following:*

a. Developer represents and warrants that (i) it is headquartered in a jurisdiction of the Permitted Territory, and (ii) it will develop Applications and Interfaces only in the Permitted Territory.

b. UPS warrants to Developer that UPS, its Affiliates, or their licensors are the owner of all right, title, and interest in and to the UPS Materials, or UPS has right to grant the licenses thereof set out in this Agreement., and (ii) if licensed to Licensee hereunder, the Software is complete, correct, and effective and shall meet the agreed contractual targets. UPS and Licensee hereby irrevocably agree that the Software shall be deemed to be “complete, correct, and effective and to meet the agreed contractual targets” and the foregoing warranty shall be satisfied provided that the Software substantially conforms to the Technical Documentation provided therewith. In the event of any breach of the warranty in this Section 13, Developer’s sole remedy and UPS’ sole obligation shall be to modify the Software or Technical Documentation such that the Software substantially conforms to the Technical Documentation.

c. SAVE AS EXPRESSLY PROVIDED IN SECTION 13(B): (i) THE UPS MATERIALS ARE PROVIDED “AS IS” AND IN THEIR PRESENT STATE AND CONDITION, AND (ii) THE UPS GROUP MAKES NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING, OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, TITLE, OR NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR USE OF THE UPS MATERIALS, AND HEREBY DISCLAIM AND EXCLUDE ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, AND TERMS TO THE FULLEST EXTENT PERMITTED BY LAW.

d. SAVE AS EXPRESSLY PROVIDED IN SECTION 13(B), (i) THE UPS GROUP MAKES NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING, OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE UPS MATERIALS, AND (ii) UPS DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE UPS SYSTEMS, AND ACCESS TO SUCH UPS SYSTEMS MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF UPS’S CONTROL. THE UPS GROUP WILL NOT BE LIABLE FOR ANY CLAIMS OF ANY TYPE CAUSED BY SUCH INTERFERENCE. DEVELOPER AGREES AND ACKNOWLEDGES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.”

5. **General Compliance.** *In Section 11:*
  - a. *The following sentence is hereby added to end of Section 11:*

“Developer undertakes to comply with CSL and all applicable PRC laws and regulations in Developer’s transmission of any data to UPS, including, but not limited to, personal information of Shippers.”
6. **Notices.** *In Section 17(j), the words “next day delivery, if available, notice deemed effective one business day after dispatch” are hereby deleted and replaced with “delivery, deemed effective on the delivery date indicated by United Parcel Service”.*
7. **Definitions.** *The following definitions are hereby added in Section 1 (Definitions):*

“**PRC** means the People’s Republic of China, and solely for the purpose of this Agreement, excluding Hong Kong, the Macau Special Administrative Region and Taiwan.”

“**Hong Kong** means the Hong Kong Special Administrative Region of the People’s Republic of China.”

#### **CZECH REPUBLIC**

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

“For purposes of clarification, the foregoing will not be deemed to prevent any of Developer or Hosting Providers from charging, in its respective discretion, other fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer or Hosting Providers.”
2. **UPS® Shipping API.** *The following changes are hereby made to the “Additional Terms and Conditions Section for the UPS® Shipping API set forth in the table in Exhibit A:*
  - a. *The following clause is hereby added at the beginning of the Section:*

“For a term of five (5) years from the Effective Date,”.
  - b. *The following clause is hereby added prior to the final sentence of the Section:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer. The above limitation will apply in all countries of the Permitted Territory.”
3. **Limitation of Liability.** *The following changes are hereby made to Section 14:*
  - a. *The following sentence is hereby added after the final sentence of the Section: “DEVELOPER WILL ENSURE THAT ALL SHIPPER LICENSE AGREEMENTS AND ANY OTHER AGREEMENTS EXECUTED BY DEVELOPER WITH SHIPPERS OR ANY OTHER THIRD PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT CONTAIN A PROVISION ON LIMITATION OF UPS’S LIABILITY IN ACCORDANCE WITH THIS SECTION.”*

#### **DENMARK**

1. **Immediate Termination.** *In Section 9(b)(iii), the words “or any other insolvency” are hereby deleted and replaced with “liquidation, or insolvency”.*

## FINLAND

1. **Immediate Termination.** *In Section 9(b)(iii), the words “or any other insolvency” are hereby deleted and replaced with “liquidation, or insolvency”.*

## FRANCE

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

“Nothing in this Agreement will be deemed to prevent any of Developer or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer or Hosting Providers.”

2. **UPS® Shipping API.** *The following changes are hereby made to the “Additional Terms and Conditions” Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date,”.

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer. The above limitation will apply in all countries of the Permitted Territory.”

3. **Testing.** *The following sentence is hereby added to the end of Section 5(b):*

“In the event that UPS or its designee determines that an Application or Interface does not meet the applicable testing requirements, UPS will use commercially reasonable efforts to notify Developer in writing or cause its designee to do so, identifying the Application, Interface, or both that has not been approved. UPS may, in its sole discretion, provide reasons for such rejection. Developer may modify such Interface and/or Application and resubmit the same for approval in accordance with this Section 5(b).”

4. **Immediate Termination.** *The following clause is hereby added to as a new clause (E) at the end of Section 9(b)(iii):*

“; (E) or if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction”.

5. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR ANY ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS, OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO UPS’S NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UPS’S, ITS AFFILIATES’, OR THEIR RESPECTIVE OFFICERS’, DIRECTORS’, EMPLOYEES’,

OR AGENTS' LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) IS HEREBY WAIVED BY DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14.

ANY CLAIM NOT MADE BY DEVELOPER WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED WAIVED."

6. **Entire Agreement.** *In Section 17(k), the clause "in the absence of fraud," is hereby added immediately preceding the word "supersedes".*

#### **GERMANY**

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

"Nothing in this Agreement will be deemed to prevent any of Developer or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of Application or for receipt of any other services from Developer or Hosting Providers."

2. **UPS® Shipping API.** *The following changes are hereby made to "Additional Terms and Conditions" Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

"For a term of five (5) years from the Effective Date,".

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

"Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer. The above limitation will apply in all countries of the Permitted Territory."

3. **Compliance with UPS Materials and Instructions.** *The following clause is hereby added after the words "no later than six months from the release of such Update" in Section 5(c):*

"; provided that Developer may terminate this Agreement without cause within thirty (30) days if it objects to such changes."

4. **Testing.** *The following sentence is hereby added to after the second sentence of Section 5(b):*

"In the event that UPS or its designee determines that an Interface or Application does not meet the applicable testing requirements, UPS will use commercially reasonable efforts to notify Developer in writing or cause its designee to do so, identifying the Interface, Application, or both that has not been approved. UPS may, in its sole discretion, provide reasons for such rejection. Developer may modify such Interface and/or Application and resubmit the same for approval in accordance with this Section 5(b)."

5. **Immediate Termination.** *The following clause is hereby added to as a new subsection (E) to the end of Section 9(b)(iii):*

"; (E) or if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction".

6. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR ANY ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS, OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO UPS’S NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UPS’S, ITS AFFILIATES’, OR THEIR RESPECTIVE OFFICERS’, DIRECTORS’, EMPLOYEES’, OR AGENTS’ LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) IS HEREBY WAIVED BY DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14.

ANY CLAIM NOT MADE BY DEVELOPER WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED WAIVED.”

**HONG KONG**

1. **No Reverse Engineering.** *Section 2(c)(vii) is hereby deleted in its entirety and replaced with the following:*

“v. **No Reverse Engineering.** Without limiting the generality of the foregoing, if Developer is provided any Software by UPS, Developer will not, and will ensure that Shippers and Hosting Providers do not, translate, decompile, reverse engineer, or disassemble the Software, or carry out any act otherwise restricted by copyright or other intellectual property rights in the Software. Except and only to the extent that such action described in the previous sentence is permitted by Applicable Law and cannot be waived, Developer or the applicable Shipper may exercise such rights to the extent necessary (i) for the lawful use of the Software in accordance with the contractual rights set forth in this Agreement, but only in the event and to the extent that such information has not been made available to the applicable Shipper by UPS within a reasonable time upon the Shipper’s written request; and (ii) to correct any defects of the Software preventing the Shipper from the lawful use of the Software, but only in the event and to the extent that UPS has not corrected such defects within a reasonable time after such Shipper’s written request. The exercise of such rights and the use of the provided information by Developer or a Shipper is restricted to the parts of the Software necessary to achieve items (i) or (ii) of this subsection. Licensee will not, and will ensure that Shippers and Hosting Providers do not, disclose any information obtained from UPS in order to exercise the rights under item (i) of this subsection to any other Person unless necessary to achieve the interoperability of the independently created program as required by Applicable Law, and will not use such information for any purposes other than to achieve the interoperability of the independently created program. Developer will not, and will ensure that Shippers and Hosting Providers do not, use



such information for development, production, or other commercial use of a computer program similar to the Software, or for any other activity in breach of UPS's intellectual property rights".

2. **UPS® Shipping API.** *The following changes are hereby made to "Additional Terms and Conditions" Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

"For a term of five (5) years from the Effective Date,".

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

"Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer."

3. **Ownership.** *The following sentence is hereby added to the end of Section 6:*

"The rights which Developer would, but for this sentence, have as an authorized user under Section 35 of the Trade Marks Ordinance (CAP 559) are excluded."

4. **Immediate Termination.** *The following clause is hereby added as a new clause (E) the end of Section 9(b)(iii):*

"; (E) or if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction".

5. **Limitation of Liability.** *The text of Section 14 is hereby deleted in its entirety and replaced with the following:*

"NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FOR FRAUD OR FOR ANY OTHER ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UPS'S, ITS AFFILIATES', OR THEIR RESPECTIVE OFFICERS', DIRECTORS', EMPLOYEES', OR AGENTS' LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND UNITED STATES DOLLARS (US\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND UNITED STATES DOLLARS (US\$5,000) IS HEREBY WAIVED BY DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY.

ANY CLAIM NOT MADE BY DEVELOPER WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED WAIVED."

6. **Entire Agreement.** *In Section 17(k), the clause "in the absence of fraud," is hereby added immediately preceding the word "supersedes".*

**HUNGARY**

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

“Nothing in this Agreement will be deemed to prevent any of Developer or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer or Hosting Providers.”

2. **UPS® Shipping API.** *The following changes are hereby made to “Additional Terms and Conditions” Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date,”.

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer.”

3. **Immediate Termination.** *Clauses (B) through (D) of Section 9(b)(iii) are hereby deleted and replaced with the following:*

“(B) in the event Developer has a liquidator, or other similar officer appointed in respect of the whole or any part of its assets or business; or (C) in the event Developer is dissolved or passes a resolution for winding up, dissolution, or if a court makes an order to that effect.”

4. The representative of the Developer signing this Agreement hereby explicitly declares that she/he understands the language of this Agreement (English), thus she/he understood the contents of the whole and all the parts of this Agreement (including its Exhibits and Annexes). / *A licenszbe vevő jelen Szerződést aláíró képviselője kifejezetten kijelenti, hogy a jelen Szerződés nyelvét (angol) érti, így a jelen Szerződés egészének és valamennyi részének (ide értve a Szerződés mellékleteit is) tartalmát megértette.*

## **INDIA**

1. **Effectiveness.** In order to be effective, this Agreement must be stamped according to the applicable stamp duty based on the rate for the Indian state in which the Developer is based. Developer is responsible for all costs associated with such stamp duty.

2. **No Preference.** *The following language is hereby added to the end of the sentence in Section 4(c)(ii): “(i.e., UPS will be presented on at least a neutral basis with respect to UPS Competitors)”.*

3. **Notices.** *In Section 17(j), immediately following the words “Notices may not be provided by telephone”, the following words are hereby added: “and any notice attempted to be provided over the telephone will not constitute a valid notice for the purposes of this Agreement”.*

## **INDONESIA**

1. **No Reverse Engineering.** *In Section 2(c)(vii), the following text is hereby inserted immediately at the end of the section:*

“In the event that reverse engineering activity is required by the Developer, Shippers and Hosting Providers for the purpose achieving (A) full performance of this Agreement, (B) interoperability of the Software, (iii) to correct any defects of the Software, for compliance to Articles 44 and 45 of the Law No. 28 of 2014 on Copyright and Article 19 of Law No. 13 of 2016 on Patent as amended by Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation, any reverse engineering is only permitted by explicit written permission from UPS obtained prior to such reverse engineering activity at the request of the Developer, Shippers and/or Hosting Providers. Such request for reverse engineering must contain the: (1) intent and reason for such activity; and (2) the period of such activity.”

2. **Termination.**

a. **Immediate Termination.** *In Section 9(b)(iii) (Immediate Termination), the words “or any other insolvency” are hereby deleted and replaced with the words “liquidation, or insolvency”.*

b. *The following is hereby inserted as a new subsection in Section 9(b) (Termination):*

“iv. **Waiver.** The Parties hereby agree to waive the applicability of Article 1266 of the Indonesian Civil Code to the extent that it requires a judicial order with respect to the termination of this Agreement.”

3. **Third Party Relations.** *The following sentence is hereby added immediately following the third sentence of Section 10(a) (Third Party Relations):*

“Developer further represents and undertakes that its provision of information to UPS under this Section 10(a) (including personal information of Shippers) will be in full compliance with all Applicable Laws, including, without limitation, Law No. 27 of 2022 on Personal Data Protection, Minister of Communication and Information Regulation No. 20 of 2016 on Personal Data Protection in Electronic System, and other implementing laws and regulations in the Republic of Indonesia.”

4. **Language.** *The last three sentences of Section 17(b) (Governing Law and Language) is hereby deleted in its entirety and replaced with the following:*

“This Agreement has been prepared in English and will be translated into Bahasa Indonesia for compliance with Law No. 24 of 2009 on National Flag, Language, State Symbol, and National Anthem (“**Law 24/2009**”). In the event of a conflict between the English language version and the Bahasa Indonesia language version, the English language version shall prevail for all purposes and supersede all discrepancies in language. The Bahasa Indonesia version of this Agreement (and any of its amendments or ancillary agreements) shall be prepared and executed by the parties no more than thirty (30) days after the execution of the English version of this Agreement. Neither party will (nor will it allow or assist any party to) challenge the validity of, or raise or file any objection to, this Agreement or the transactions contemplated herein in any manner of a forum in any jurisdiction on the basis of any failure to comply with Law 24/2009. The parties hereby agree that no claim shall be brought against the other party on the basis of such non-compliance.”

5. **Dispute Resolution.** *In Section 17(a) (Dispute Resolution), the following text is hereby inserted at the end of subsection (ii):*

“Enforcement of the award of the arbitrators under the American Arbitration Association’s International Center for Dispute Resolution shall be implemented in Indonesia pursuant to Article 65 of Law No. 30 of 1999 on Arbitration (“**Arbitration Law**”) to the extent that it requires such arbitration awards can be enforced upon its delivery and registration at the Office of the Registrar of the Central Jakarta District Court. So long that the arbitral awards are issued and during such mandatory procedure process stipulated under Article 65 of Arbitration Law, the Parties hereby acknowledge and agree that the execution of such arbitral awards must be adhered to, implemented in full and with good faith.”

6. **Personal Data.** *In section 12(b)(iii), the following text is hereby inserted immediately following the text in clause (B) that states “(ii) to the extent required by Applicable Law, including without limitation, all applicable Privacy Laws”:*

“and the Law No. 27 of 2022 on Personal Data Protection, Minister of Communication and Informatics Regulation No. 20 of 2016 on Personal Data Protection in Electronic System, and other associated implementing regulations that prevails in the territory of the Republic of Indonesia,”

## **IRELAND**

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

“Nothing in this Agreement will be deemed to prevent any of Developer or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer or Hosting Providers.”
2. **UPS® Shipping API.** *The following changes are hereby made to the “Additional Terms and Conditions” Section for the UPS® Shipping API set forth in the table in Exhibit A:*
  - a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date,”.
  - b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer.”
3. **Testing.** *The following sentence is hereby added after the second sentence of Section 5(b):*

“In the event that UPS or its designee determines that an Interface or Application does not meet the applicable testing requirements, UPS will use commercially reasonable efforts to notify Developer in writing or cause its designee to do so, identifying the Interface or Application that has not been approved. UPS may, in its sole discretion, provide reasons for such rejection. Developer may modify such Interface and/or Application and resubmit the same for approval in accordance with this Section 5(b).”
4. **Immediate Termination.** *The following clause is hereby added as a new clause (E) of Section 9(b)(iii):*

“; (E) or if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction”.
5. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR ANY ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS, OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO UPS’S NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UPS’S, ITS AFFILIATES’, OR THEIR RESPECTIVE OFFICERS’, DIRECTORS’, EMPLOYEES’, OR AGENTS’ LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) IS HEREBY WAIVED BY DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14.

ANY CLAIM NOT MADE BY DEVELOPER WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED WAIVED.”

6. **Entire Agreement.** *In Section 17(k), the clause “in the absence of fraud,” is hereby added immediately preceding the word “supersedes”.*

#### **ITALY**

1. **No Separate Fee or Charge.** The following sentence is hereby added to the end of Section 3(d):

“Nothing in this Agreement will be deemed to prevent any of Licensee, its Authorized Distributors, or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer, or Hosting Providers.”

2. **UPS® Shipping API.** *The following changes are hereby made to the “Additional Terms and Conditions” Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date,”

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer. The above limitation will apply in all countries of the Permitted Territory.”

3. **Limitation of Liability.** *The following sentence is hereby added after the final sentence of Section 14:*

“DEVELOPER WILL ENSURE THAT ALL SHIPPER LICENSE AGREEMENTS AND ANY OTHER AGREEMENTS EXECUTED BY DEVELOPER WITH SHIPPERS, OR ANY OTHER THIRD PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT CONTAIN A PROVISION ON LIMITATION OF UPS’S LIABILITY IN ACCORDANCE WITH THIS SECTION.”

#### **JAPAN**

1. No changes required.

#### **REPUBLIC OF KOREA**

1. **Third Party Relations.** *The following clause is hereby added to the end of Section 10(a):*

“Developer further represents and covenants that its provision of information to UPS under this Section 10 (including personal information of Shippers) shall be conducted in full compliance with all Applicable Laws, including the Personal Information Protection Law of Korea (“**PIPA**”) and regulations and decrees thereunder.”

2. **General Compliance.** *The following clause is hereby inserted after the hereby added to the end of Section 11:*

“Developer covenants to comply with PIPA and all Applicable Laws and regulations of the Republic of Korea in Developer’s transmission of data and information to UPS, including personal information of Shippers.”

## MALAYSIA

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*  
“Nothing in this Agreement will be deemed to prevent Developer, or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer, or Hosting Providers that are identified as separately to the Shipper.”
2. **Testing.** *The following sentence is hereby added after the second sentence of Section 5(b):*  
“In the event that UPS or its designee determines that an Interface or Application does not meet the applicable testing requirements, UPS will use commercially reasonable efforts to notify Developer in writing or cause its designee to do so, identifying the Interface or Application that has not been approved. UPS may, in its sole discretion, provide reasons for such rejection. Developer may modify such Interface and/or Application and resubmit the same for approval in accordance with this Section 5(b).”
3. **Immediate Termination.** *In Section 9(b)(iii)(B), the words “or any other insolvency proceeding with respect to Developer,” are hereby deleted and replaced with the following:*  
“voluntary or compulsory liquidation, winding up or any other insolvency, or if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction”
4. **Third Party Relations.** *The following sentence is hereby added immediately following the second sentence of Section 10(a):*  
“Developer further represents and undertakes that its provision of information to UPS under this Section 10(a) (including personal information of Shippers) will be in full compliance with all Applicable Laws, including, without limitation, the Malaysian Personal Data Protection Act 2010 and its subsidiary legislations.”
5. **Confidentiality.** *The following words are hereby deleted in the first sentence of Section 8 prior to the word “thereafter”: “for a period of five (5) years”.*
6. **Limitation of Liability.** *The final sentence of Section 14 is hereby deleted.*
7. **Indemnification.** *The following text is hereby added to the end of the last sentence of Section 15: “or (g) any breach of Developer’s undertaking in Section 14 (Limitation of Liability)”.*
8. **Assignment; Change of Control.** *In Section 17(e), the words “UPS may assign, delegate, or transfer” in the last sentence are hereby deleted and replaced with the words “UPS may assign, delegate, transfer, or subcontract”.*
9. **Entire Agreement.** *In Section 17(k), the clause “in the absence of fraud,” is hereby added immediately preceding the word “supersedes”.*

## MEXICO

1. **No Reverse Engineering.** *The following clause is hereby added to the end of Section 2(c)(vii):*  
“Developer will, and will require that Shippers, and Hosting Providers, provide notice of any such modifications to UPS.”
2. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR ANY ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS, OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO UPS’S NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE LIABILITY OF THE UPS GROUP FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OF ANY TYPE WILL EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) IS HEREBY WAIVED BY DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14. ANY CLAIM NOT MADE BY DEVELOPER WITHIN SIX (6) MONTHS AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED IRREVOCABLY WAIVED.”

3. **General Compliance.** *In Section 11:*

a. *The following clause is hereby inserted after the initial words “Without limiting any other restrictions set forth herein, Developer shall (i) use the UPS Materials only in strict compliance with Applicable Law”:*

*“, including restrictions on destinations, end users, and final use,”*

4. **Notices.** *In Section 17(j), the words “next day delivery (notice deemed effective one business day after dispatch)” are hereby deleted and replaced with “delivery (deemed effective on the delivery date indicated by United Parcel Service)”.*

5. **No License to TForce Freight® APIs.** *The following language is added to the “Additional Terms and Conditions” Sections of the table set forth in Exhibit A for the corresponding UPS APIs:*

*“No license to use or integrate the TForce Freight® Rating API, TForce Freight® Pickup API, or TForce Freight® Shipping API or the corresponding Technical Documentation is granted under this Agreement.”*

## **THE NETHERLANDS**

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

*“Nothing in this Agreement will be deemed to prevent any of Developer, its Authorized Distributors, or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer, or Hosting Providers.”*

2. **UPS® Shipping API.** *The following changes are hereby made to the “Additional Terms and Conditions” Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date,”.

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer. The above limitation will apply in all countries of the Permitted Territory.”

3. **Immediate Termination.** *The word “or” immediately preceding clause (D) of Section 9(b)(iii) is hereby deleted, and the following clauses are hereby added to the end of Section 9(b)(iii):*

“; (E) in the event a suspension of payments (*surseance van betaling*) is pronounced in respect of Developer; or (F) in the event Developer offers a settlement to its creditors.”

4. **Limitation of Liability.** *The following sentence is hereby added after the final Sentence of Section 14:*

“DEVELOPER WILL ENSURE THAT ALL SHIPPER LICENSE AGREEMENTS AND ANY OTHER AGREEMENTS EXECUTED BY DEVELOPER WITH SHIPPERS, OR ANY OTHER THIRD PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT CONTAIN A PROVISION ON LIMITATION OF THE UPS GROUP’S LIABILITY IN ACCORDANCE WITH THIS SECTION.”

5. **Dispute Resolution.** *The last sentence of Section 17(a)(ii) is hereby replaced with:*

“UPS AND DEVELOPER EXPRESSLY AGREE THAT THE FOREGOING ARBITRATION AGREEMENT BETWEEN THE PARTIES AND ANY QUESTIONS REGARDING ITS VALIDITY AND ENFORCEABILITY WILL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, EXCLUSIVE OF CONFLICT OR CHOICE OF LAW RULES.”

## **NEW ZEALAND**

1. **No Reverse Engineering.** *The following sentences are hereby added to the end of Section 2(c)(vii):*

“No provision of this agreement will be interpreted as attempting to exclude or limit, or having the effect of excluding or limiting, the operation of any rights to make back-up copies, decompile, copy or adapt a computer program solely to the extent permitted by sections 80, 80A or 80B of the Copyright Act 1994 (NZ).”

2. **UPS® Shipping API.** *The following changes are hereby made to the “Additional Terms and Conditions” Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date,”.

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer.”

3. **Immediate Termination.** *The following sentence is hereby added as a new clause (E) to the end of Section 9(b)(iii):*

“; (E) or if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction”.”

4. **Disclaimer of Warranties; No Assurances.** *The following sentences are hereby added to the end of Section 13:*



“IN THE EVENT THAT THE CONSUMER GUARANTEES ACT 1993 ("CGA") APPLIES IN RESPECT OF ANY OF THE GOODS OR SERVICES SUPPLIED UNDER THIS AGREEMENT, NOTHING CONTAINED IN THIS AGREEMENT PURPORTS TO EXCLUDE, RESTRICT OR MODIFY ANY CONDITION, GUARANTEE, WARRANTY OR OTHER OBLIGATION WHICH IS APPLICABLE TO OR IS CONFERRED ON UPS PURSUANT TO THE CGA, WHERE TO EXCLUDE, RESTRICT OR MODIFY ANY SUCH CONDITION, WARRANTY OR OTHER OBLIGATION IS UNLAWFUL, IN WHICH CASE UPS’S LIABILITY WILL (IN ITS SOLE DISCRETION) BE LIMITED TO SUPPLYING THE GOODS OR SERVICES AGAIN OR PAYING THE COST OF HAVING THE GOODS OR SERVICES SUPPLIED AGAIN.”

5. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR ANY ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF UPS, OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO UPS’ NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UPS’S, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS’, DIRECTORS’, EMPLOYEES’, OR AGENTS’ LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) IS HEREBY WAIVED BY DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14. ANY CLAIM NOT MADE BY DEVELOPER WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED WAIVED.”

6. **Entire Agreement.** *In Section 17(k), the clause “in the absence of fraud,” is hereby added immediately preceding the word “supersedes”.*

**PHILIPPINES**

1. **Third Party Relations.** *In Section 10(a) (Third Party Relations), the following text is hereby added immediately following the text “have consented to the same”:*

“in accordance with the provisions of Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012”.

2. **Personal Data.** *The following text (i) hereby replaces each appearance of “including but not limited to all Privacy Laws” in Section 12(b)(iii) and (ii) is hereby added to the end of Section 12(b)(iv):*

“including, but not limited to, the provisions of Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 and all other Privacy Laws.”.

## **POLAND**

1. **No Separate Fee or Charge.** The following sentence is hereby added to the end of Section 3(d):

“Nothing in this Agreement will be deemed to prevent any of Developer, its Authorized Distributors, or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer, or Hosting Providers.”
2. **UPS® Shipping API.** *The following changes are hereby made to the “Additional Terms and Conditions” Section for the UPS® Shipping API set forth in the table in Exhibit A:*
  - a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date,”.
  - b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer.”
3. **Other Requirements.** *The following clause is hereby added after the words “no later than 6 months from the release of such Update” in Section 5(c):*

“, provided that Developer may terminate this Agreement without cause within thirty (30) days if it objects to such changes”.
4. **Testing.** *The following sentence is hereby added after the second sentence of Section 5(b):*

“In the event that UPS or its designee determines that an Interface or Application does not meet the applicable testing requirements, UPS will use commercially reasonable efforts to notify Developer in writing or cause its designee to do so, identifying the Interface, Application, or both, that has not been approved. UPS may, in its sole discretion, provide reasons for such rejection. Developer may modify such Interface and/or Application and resubmit the same for approval in accordance with this Section 5(b).”
5. **Immediate Termination.** *Clauses (B) through (D) of Section 9(b)(iii) are hereby deleted and replaced with the following:*

“(B) in the event Developer has a liquidator, or other similar officer appointed in respect of the whole or any part of its assets or business; or (C) in the event Developer is dissolved or passes a resolution for winding up, dissolution, or if a court makes an order to that effect.”
6. **Disclaimer of Warranties; No Assurances.** *The following sentences are hereby added to the end of Section 13:*

“THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT DOES NOT GRANT DEVELOPER THE RIGHT TO MAKE ANY CLAIMS AGAINST ANY MEMBER OF THE UPS GROUP UNDER STATUTORY WARRANTY OR ANY OTHER WARRANTY. ANY LIABILITY OF THE UPS GROUP UNDER THE STATUTORY WARRANTY IS HEREBY EXCLUDED. THE UPS GROUP DOES NOT GRANT DEVELOPER ANY WARRANTY IN RESPECT OF THE DOCUMENTATION AND THE SOFTWARE. FURTHER, THE UPS GROUP DOES NOT WARRANT ANY COMPLIANCE OF THE TECHNICAL DOCUMENTATION AND THE SOFTWARE WITH ANY APPLICABLE LAWS.”
7. **Limitation of Liability.** *The following sentence is hereby added immediately before the last sentence of Section 14:*

“IF THE ACT OR OMISSION WHICH CAUSED DAMAGE CONSISTED OF THE NON-PERFORMANCE OR IMPROPER PERFORMANCE OF A MEMBER OF THE UPS GROUP AND, AT THE SAME TIME, CONSTITUTED A BASE FOR TORT LIABILITY OF THE UPS GROUP, DEVELOPER WILL BE ENTITLED TO

CLAIM THAT SUCH DAMAGE BE REPAIRED EXCLUSIVELY ON THE BASIS OF THIS SECTION OF THE AGREEMENT AND ONLY WITHIN THE SCOPE SET FORTH IN THIS SECTION 14.”

## **PORTUGAL**

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

“Nothing in this Agreement will be deemed to prevent any of Developer, its Authorized Distributors, or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer, or Hosting Providers.”

2. **Compliance with UPS Materials and Instructions.** *The following clause is hereby added after the words “no later than six months from the release of such Update” in Section 5(c):*

“; provided that Developer may terminate this Agreement without cause within thirty (30) days if it objects to such changes.”

3. **Termination for Convenience.** *In Section 9(b)(i), the words “thirty (30) days” are hereby deleted and replaced with the following:*

“ninety (90) days”.

4. **Effect of Termination.** *The following sentence is hereby added to the end of clause (vi) of Section 9(f):*

“, except when admissible under Applicable Law”.

5. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR ANY ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS, OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO UPS’S NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UPS’S, ITS AFFILIATES’, OR THEIR RESPECTIVE OFFICERS’, DIRECTORS’, EMPLOYEES’, OR AGENTS’ LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) IS HEREBY WAIVED BY DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14.

ANY CLAIM NOT MADE BY DEVELOPER WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED WAIVED.”

6. **Indemnification.** *The following sentence is hereby added at the beginning of Section 15:*

“Except when inadmissible by Applicable Law,”

## **SINGAPORE**

1. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

“Nothing in this Agreement will be deemed to prevent any of Developer, or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer, or Hosting Providers.”

2. **Testing.** *The following sentence is hereby added after the second sentence of Section 5(b):*

“In the event that UPS or its designee determines that an Application or Interface does not meet the applicable testing requirements, UPS will use commercially reasonable efforts to notify Developer in writing or cause its designee to do so, identifying the Application, Interface, or both that has not been approved. UPS may, in its sole discretion, provide reasons for such rejection. Developer may modify such Application and/or Interface and resubmit the same for approval in accordance with this Section 5(b).”

3. **Immediate Termination.** *The following clause is hereby added as a new clause (E) of Section 9(b)(iii):*

“, (E) or if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction.”

4. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR ANY ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS, OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO UPS’S NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UPS’S, ITS AFFILIATES’, OR THEIR RESPECTIVE OFFICERS’, DIRECTORS’, EMPLOYEES’, OR AGENTS’ LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) IS HEREBY WAIVED BY DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14.

ANY CLAIM NOT MADE BY DEVELOPER WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED WAIVED.”

5. **Assignment; Change of Control.** *In Section 17(e), the words "UPS may assign, delegate, or transfer" in the last sentence are hereby deleted and replaced with the words "UPS may assign, delegate, transfer, or subcontract".*
6. **Entire Agreement.** *In Section 17(k), the clause ", and in the absence of fraud," is hereby added immediately preceding the word "supersedes".*

## **SPAIN**

1. **No Reverse Engineering.** *The following clause is hereby added to the end of Section 2(c)(vii):*

*"Developer will, and will require that Shippers, and Hosting Providers, provide notice of any Software modifications to UPS."*
2. **Effect of Termination.** *The following clause is hereby added as subsection (v) to Section 9(d):*

*"Nothing in this Agreement will be deemed to prevent Developer, or Hosting Providers from charging, in their respective discretion, any fees and charges to Shippers for the use of a Distributed Application or for any other of their services connected therewith."*
3. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

*"NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS'S LIABILITY FOR ANY ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS, OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO UPS'S NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE UPS GROUP'S LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OF ANY TYPE WILL EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) IS HEREBY WAIVED BY DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14. ANY CLAIM NOT MADE BY DEVELOPER WITHIN SIX (6) MONTHS AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED IRREVOCABLY WAIVED."*
4. **General Compliance.** *In Section 11:*
  - a. *The following clause is hereby inserted after the initial words "Without limiting any other restrictions set forth herein, Developer shall (i) use the UPS Materials only in strict compliance with Applicable Law":*

*", including restrictions on destinations, end users, and final use,"*

## SWEDEN

1. **Immediate Termination.** In Section 9(b)(iii), the words “, or any other insolvency” are hereby deleted and replaced with “, liquidation, or insolvency”.

## SWITZERLAND

2. **No Separate Fee or Charge.** *The following sentence is hereby added to the end of Section 3(d):*

“Nothing in this Agreement will be deemed to prevent any of Developer, or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer, or Hosting Providers.”

3. **UPS® Shipping API.** *The following changes are hereby made to the “Additional Terms and Conditions” Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date,”.

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer. The above limitation will apply in all countries of the Permitted Territory.”

4. **Compliance with UPS Materials and Instructions.** *The following clause is hereby added after the words “no later than six months from the release of such Update” in Section 5(c):*

“; provided that Developer may terminate this Agreement without cause within thirty (30) days if it objects to such changes.”

5. **Testing.** *The following sentence is hereby added after the second sentence of Section 5(b):*

“In the event that UPS or its designee determines that an Application or Interface does not meet the applicable testing requirements, UPS will use commercially reasonable efforts to notify Developer in writing or cause its designee to do so, identifying the Application, Interface, or both, that has not been approved. UPS may, in its sole discretion, provide reasons for such rejection. Developer may modify such Application and/or Interface and resubmit the same for approval in accordance with this Section 5(b).”

6. **Immediate Termination.** *The following clause is hereby added as a new clause (E) of Section 9(b)(iii):*

“; or (E) if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction, in which case UPS has a reasonable and justified interest in Developer’s continued distribution of the Application which incorporates UPS Materials”.

7. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR (A) FRAUD AND OTHER CRIMINAL CONDUCT, (B) INTENTIONALLY OR EXTREME GROSS NEGLIGENTLY CAUSED DAMAGE, AND (C) ANY PERSONAL INJURY NEGLIGENTLY CAUSED. SUBJECT TO THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UPS WILL NOT BE LIABLE TO DEVELOPER OR ANY OTHER PARTY FOR ANY (I) INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES; OR (II) LOST PROFITS, SAVINGS, OR REVENUE, LOSS OF BUSINESS OR CONTRACTS, LOSS OF COST RECOVERY OPPORTUNITY, LOSS OF

GOODWILL, REPUTATIONAL DAMAGE, OR LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF A MEMBER OF THE UPS GROUP (INCLUDING OFFICERS, EMPLOYEES, AND AGENTS) HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL UPS'S, ITS AFFILIATES', OR THEIR RESPECTIVE OFFICERS', DIRECTORS', EMPLOYEES', OR AGENTS' LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000), ANY CLAIM FOR SUCH DAMAGES BEING HEREBY WAIVED BY DEVELOPER. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14. DEVELOPER UNDERTAKES TO ENTER INTO A SIMILAR EXCLUSION OF LIABILITY FOR THE BENEFIT OF UPS IN ANY CONTRACT WITH ANY SHIPPER, OR ANY HOSTING PROVIDER, AND TO REQUIRE ANY HOSTING PROVIDER TO ENTER INTO A SIMILAR EXCLUSION OF LIABILITY WITH ANY SHIPPER FOR THE BENEFIT OF UPS.

ANY CLAIM NOT MADE BY DEVELOPER WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED WAIVED."

8. **Indemnification.** *The following text is hereby added to the end of the last sentence of Section 15: "or (g) any breach of Developer's undertaking in Section 14 (Limitation of Liability)".*

9. **Governing Law and Language.** *In Section 17(b)(ii), the clause ", subject to the provisions of Section 17(a) (Dispute Resolution)," are hereby inserted immediately prior to the words "construed, governed, interpreted by, and construed in accordance with the laws of the State of New York, United States of America".*

10. **Dispute Resolution.** *The following sentence is hereby added to the end of Section 17(a)(ii):*

"Developer acknowledges and agrees that this Agreement may not be executed by way of a power of attorney unless the document providing such power of attorney specifically allows the holder of the power of attorney to enter into the arbitration agreement contained in this Agreement, which is set forth in this Section 17(b)."

#### **TAIWAN (ROC)**

1. **Third Party Relations.** *The following sentence is hereby added immediately following the third sentence of Section 10(a):*

"Developer further represents and undertakes that its provision of information to UPS under this Section 10(a) (including personal information of Shippers) will be in full compliance with all Applicable Laws, including, without limitation, the Personal Data Protection Act of Taiwan and associated regulations ("PDPA")."

2. **Disclaimer of Warranties; No Assurances.** *Section 13 is hereby deleted in its entirety and replaced with the following:*

"a. Developer represents and warrants that (a) it is headquartered in a jurisdiction of the Permitted Territory, and (b) it will develop Applications and Interfaces only in the Permitted Territory.

b. UPS warrants to Licensee that (i) UPS, its Affiliates, or their licensors are the owner of all right, title, and interest in and to the UPS Materials, or UPS has right to grant the licenses thereof set out in this Agreement, and (ii) if licensed to Licensee hereunder, the Software is complete, correct, and effective and shall meet the agreed contractual targets. UPS and Licensee hereby

irrevocably agree that the Software shall be deemed to be “complete, correct, and effective and to meet the agreed contractual targets” and the foregoing warranty shall be satisfied provided that the Software substantially conforms to the Technical Documentation provided therewith. In the event of any breach of the warranty in this Section 13, Licensee’s sole remedy and UPS’s sole obligation shall be to modify the Software or Technical Documentation such that the Software substantially conforms to the Technical Documentation.

c. SAVE AS EXPRESSLY PROVIDED IN THIS SECTION 13: (i) THE UPS MATERIALS ARE PROVIDED “AS IS” AND IN THEIR PRESENT STATE AND CONDITION, AND (ii) THE UPS GROUP MAKES NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING, OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, TITLE, OR NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR USE OF THE UPS MATERIALS, AND HEREBY DISCLAIM AND EXCLUDE ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, AND TERMS TO THE FULLEST EXTENT PERMITTED BY LAW.

d. SAVE AS EXPRESSLY PROVIDED IN THIS SECTION 13: (i) THE UPS GROUP MAKES NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING, OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE UPS MATERIALS, AND (ii) UPS DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE UPS SYSTEMS, AND ACCESS TO SUCH UPS SYSTEMS MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF UPS’S CONTROL. THE UPS GROUP WILL NOT BE LIABLE FOR ANY CLAIMS OF ANY TYPE CAUSED BY SUCH INTERFERENCE. LICENSEE AGREES AND ACKNOWLEDGES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.”

3. **General Compliance.** *In Section 11:*

a. *The following sentence is hereby added to end of Section 11:*

“Developer undertakes to comply with PDPA and all Applicable Laws and regulations in Developer’s transmission of any data to UPS, including, but not limited to, personal information of Shippers.”

4. **Dispute Resolution.** *In Section 17(a)(ii), the words “or the breach thereof” are hereby deleted and replaced with “the transaction contemplated by UPS and other/s, or the breach thereof, the License, use of the UPS Materials, Technical Documentation, Software, trademark, or trade secrets, irrespective of whether such dispute or claim is contractual or otherwise”.*

**THAILAND**

No changes are required to the Agreement.

**UNITED KINGDOM**

1. **No Separate Fee or Charge.** The following sentence is hereby added to the end of Section 3(d):

“Nothing in this Agreement will be deemed to prevent any of Developer, or Hosting Providers from charging, in its respective discretion, any fees and charges to Shippers for the license of a Distributed Application or for receipt of any other services from Developer, or Hosting Providers.”



2. **UPS® Shipping API.** *The following changes are hereby made to the “Additional Terms and Conditions” Section for the UPS® Shipping API set forth in the table in Exhibit A:*

a. *The following clause is hereby added at the beginning of the first paragraph:*

“For a term of five (5) years from the Effective Date,”.

b. *The following clause is hereby added prior to the final sentence of the first paragraph:*

“Six (6) months prior to the end of the five (5) year period, UPS and Developer will discuss a possible extension of the foregoing obligation of Developer.”

3. **Testing.** *The following sentence is hereby added after the second sentence of Section 5(b):*

“In the event that UPS or its designee determines that an Application or Interface does not meet the applicable testing requirements, UPS will use commercially reasonable efforts to notify Developer in writing or cause its designee to do so, identifying the Application, Interface, or both, that has not been approved. UPS may, in its sole discretion, provide reasons for such rejection. Developer may modify such Application and resubmit the same for approval in accordance with this Section 5(b).”

4. **Immediate Termination.** *The following clause is hereby added as a new clause (E) of Section 9(b)(iii):*

“; or (E) if Developer makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction”.

5. **Limitation of Liability.** *Section 14 is hereby deleted in its entirety and replaced with the following:*

“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR ANY ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING BUT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE UPS GROUP WILL NOT BE LIABLE TO DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, SAVINGS, OR REVENUE, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OR USE OF THE UPS MATERIALS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS, OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO UPS’S NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UPS’S, ITS AFFILIATES’, OR THEIR RESPECTIVE OFFICERS’, DIRECTORS’, EMPLOYEES’, OR AGENTS’ LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR OTHERWISE, OF ANY TYPE EXCEED, IN THE AGGREGATE, FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIM FOR DAMAGES IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) IS HEREBY WAIVED BY DEVELOPER, ANY SHIPPER, ANY HOSTING PROVIDER, OR ANY THIRD PARTY. WITH RESPECT TO ANY EVENT THAT CONSTITUTES A BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), DEVELOPER MAY SEEK DAMAGES SOLELY IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN SECTION 13 AND THIS SECTION 14.

ANY CLAIM NOT MADE BY DEVELOPER WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED WAIVED.”

6. **Entire Agreement.** *In Section 17(k), the clause “in the absence of fraud,” is hereby added immediately preceding the word “supersedes”.*

## **VIETNAM**

1. **Use of UPS Information.** *In Section 4, the following text is hereby inserted immediately following the text “Developer shall, and shall ensure its Hosting Providers shall, only collect, use, display, process, disclose, or retain UPS Information within the Application”:*

*“consistently with Applicable Law, including but not limited to the Cybersecurity Law of Vietnam and associated regulations and”.*

2. **Third Party Relations.** *The following text is hereby added to the end of Section 10(a) (Third Party Relations):*

*“Developer further represents and undertakes that its provision of information to UPS under this Section 10(a) (including any Personal Data) shall comply with all Applicable Laws, including but not limited to the Cybersecurity Law of Vietnam and all associated regulations.”*

3. **Limitation of Liability.** *The following changes are made to Section 14 (Limitation of Liability):*

a. *The word “PERMITTED” in the first sentence is hereby deleted and replaced with the words “NOT PROHIBITED”.*

b. *In the final sentence of the section as set forth in the General Terms, the text “TO THE EXTENT PERMITTED BY APPLICABLE LAW,” is hereby inserted at the beginning of the sentence.*

c. *The following text is hereby added to the end of Section 14 (Limitation of Liability):*

*“NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES UPS’S LIABILITY FOR ANY ACT OR OMISSION, LIABILITY WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW.”*