

CUSTOMER TRANSFER AND LICENSE AGREEMENT

You (hereinafter referred to as "You", "Your" or "Customer") agree that the terms and conditions provided in this transfer and license agreement ("Agreement") govern the transfer of the hardware and software described herein. Your acceptance of this Agreement as described above also constitutes agreement to the terms, as set out in this Agreement, on behalf of the entity with which You are employed or represent, if the provided account number is a business or organizational account. When used in this Agreement, the name "FedEx" shall mean Federal Express Canada Corporation. FedEx and Customer agree as follows:

1. Scope. Pursuant to this Agreement, FedEx agrees to transfer ownership of FedEx owned personal computers, monitors, scales, thermal printers, laser printers, scan guns, keyboards, and computer mice that have previously been provided by FedEx to Customer pursuant to the terms of a FedEx Automation Agreement associated with the FedEx account number provided below which is in effect at the time of this Agreement (collectively, the "Hardware") to Customer at no cost. For greater certainty, the Hardware will only include equipment that is listed as having been provided by FedEx to Customer pursuant to FedEx's internal records which shall be determinative. Please note that this agreement is applicable to Hardware that has been provided for use in preparing Customer's own shipments only. Package consolidators, resellers, FedEx Authorized ShipCentres, pickup/dropoff locations or other FedEx retail locations are not eligible to execute this Agreement and any Agreement submitted by such entities will be void.

The following software products may be installed on the personal computer portion of the Hardware:

- i. FedEx Ship Manager ("FSM")
- ii. Microsoft Windows ("Win")
- iii. Zebra Printer Driver (the "Printer Driver")
- iv. Microsoft .Net (".Net")
- v. Adobe Reader ("Reader")
- vi. Intel Graphics Driver
- vii. McAfee Agent
- viii. McAfee VirusScan Enterprise

FedEx will transfer the software products listed as items i, ii and iii to Customer at no cost pursuant to the licenses referenced below (the "Transferred Software.") The software products listed as items iv, v, and vi are provided subject to the licenses referenced below and Customer must obtain updated versions of such software products from the listed links ("Reloaded Software"). The software products listed as items vii and viii must be removed from the Hardware by Customer ("Deleted Software"). The Transferred Software, Reloaded Software and the Deleted Software are the "Software".

2. Software Licenses.

a. Customer agrees to the license terms of the FSM End User License Agreement, which is available at https://www.fedex.com/us/developer/downloads/pdf/2024/FSM_3855_End_User_License_Agreement_EULA.pdf and agrees that such terms apply to Customer's use of FSM.

b. In order for FedEx to transfer the applicable Microsoft Win license to Customer, Customer must agree to Microsoft's license terms. Customer agrees to the terms and conditions of the applicable Microsoft Software License Terms, which are available at <https://www.microsoft.com/en-us/usetermsand> and agrees that such terms apply to the transfer of, and Customer's use of, the Microsoft software.

c. In order for FedEx to transfer the Zebra software license to Customer, Customer must agree to Zebra's license terms. Customer agrees to the terms and conditions of the Zebra End User License Agreement, which is available at <https://www.zebra.com/us/en/support-downloads/eula/eula-reference.html>, and agrees that such terms apply to the transfer of, and Customer's use of, the Zebra software.

d. .Net is available at <https://www.microsoft.com/en-us/download/details.aspx?id=21>. Customer agrees to the terms and conditions of the End User License Agreement, which is available at [https://docs.microsoft.com/en-us/previous-versions/dotnet/articles/ms994405\(v=msdn.10\)](https://docs.microsoft.com/en-us/previous-versions/dotnet/articles/ms994405(v=msdn.10)), and agrees that such terms apply to Customer's use of the .Net software if installed on the Hardware.

e. Reader is available at this URL: <https://get.adobe.com/reader/>. Customer agrees to the terms and conditions of the End User License Agreement, which is available at https://www.adobe.com/content/dam/cc/en/legal/licenses-terms/pdf/Reader-EULA-en_US_20220701.pdf, and agrees that such terms apply to Customer's use of the Reader software if installed on the Hardware.

f. Intel Graphics Driver and its End User License agreement is available at this <https://downloadcenter.intel.com/product/80939/Graphics-Drivers>. Customer agrees to the terms and conditions of the End User License Agreement, and agrees that such terms apply to Customer's use of the Intel Graphics Driver software if installed on the Hardware.

3. Removed Software and Personal Data transfer consent

Within five (5) days of entering into this Agreement, Customer will uninstall, remove and otherwise delete the Deleted Software from the Hardware. Following such five (5) day period, Customer will not use the Deleted Software without obtaining the Deleted Software from the applicable software provider pursuant to a license agreement authorized by, and executed with, the applicable software provider. Ibiname, email address, address, phone number, etc), which may be considered personal data in some jurisdictions, to the Deleted Software software providers; and, Customer hereby consents to FedEx's transfer of such Customer contact information to the Deleted Software software providers and understands that such software providers may use Customer's contact information for sales and marketing purposes.

4. Transfers.

a. The Hardware ownership transfer and Transferred Software license will become effective upon Customer's agreement to the terms and conditions set out in this Agreement. If You require a separate executed Bill of Sale evidencing the transfer of the Hardware please contact your FedEx sales representative Customer acknowledges and agrees that except as specifically stated herein, no software is transferred or licensed to Customer. FedEx is not responsible for (i) providing anti-virus software for the FSM or any Hardware or Software or (ii) for any damages that may be caused by viruses or other harmful programming.

b. After the Hardware and Transferred Software license transfers described in this Agreement, (i) FedEx shall have no responsibility for providing support in any way related to the Hardware or Software beyond general FedEx help desk support for FSM as necessary to transact shipments with FedEx; (ii) Customer shall defend, indemnify and hold harmless FedEx against any assertions, claims, actions, suits, losses, damages, awards, liabilities, costs, fees, taxes or expenses arising out of or related to the Hardware, Software or Customer's use of or inability to use data, content or information on the Hardware or Software.

5. CUSTOMER DATA AND DISCLAIMERS. FEDEX IS NOT RESPONSIBLE FOR ANY LOSS OR CORRUPTION OF DATA RESULTING FROM THE TRANSFER, OR REMOVAL OR DELETION OF ANY HARDWARE OR SOFTWARE HEREUNDER. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO BACK UP ITS DATA, AND CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS BEEN ADVISED TO BACK UP ALL DATA REGULARLY. FEDEX IS NOT RESPONSIBLE IF DATA OR CONTENT CANNOT BE USED OR NO LONGER EXISTS AFTER THE TRANSFER, OR REMOVAL OR DELETION OF ANY HARDWARE OR SOFTWARE HEREUNDER. CUSTOMER AGREES THAT FEDEX IS NOT RESPONSIBLE FOR ANY VOIDED THIRD PARTY WARRANTY THAT MAY RESULT FROM THE TRANSFERS, DELETIONS OR REMOVALS PROVIDED PURSUANT TO THIS AGREEMENT.

6. LIMITATION OF LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT WILL NOT HOLD FEDEX OR ITS THIRD PARTY SERVICE PROVIDER LIABLE FOR REMOVING AND/OR DISABLING ANY SOFTWARE OR DATA FROM CUSTOMER'S EQUIPMENT, WHETHER OR NOT SUCH SOFTWARE OR DATA WAS PROVIDED BY FEDEX OR OBTAINED INDEPENDENTLY BY CUSTOMER. FEDEX HAS NO OBLIGATION TO PROVIDE OR MAKE AVAILABLE ANY AUTOMATED SHIPPING SOLUTION OR ANY SERVICES OR OTHER ASSISTANCE RELATED TO ANY AUTOMATED SHIPPING SOLUTION. AUTOMATED SHIPPING SOLUTIONS, AND ANY SERVICES OR OTHER ASSISTANCE RELATED THERETO, ARE PROVIDED ONLY AS A CONVENIENCE TO AID CUSTOMER IN TRANSACTING BUSINESS WITH FEDEX. FEDEX SHALL HAVE NO LIABILITY IN EXCESS OF ONE

HUNDRED DOLLARS (\$100.00) OR RESPONSIBILITY UNDER THIS AGREEMENT OR FOR OR IN CONNECTION WITH (a) ANY AUTOMATED SHIPPING SOLUTION(S) PROVIDED BY FEDEX OR OTHERWISE, (b) ANY SERVICES OR OTHER ASSISTANCE PROVIDED BY FEDEX RELATED TO ANY SUCH AUTOMATED SHIPPING SOLUTION(S), OR (c) ANY OTHER MATTER ARISING OUT OF, OR RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE FOREGOING EXCLUSION COVERS, WITHOUT LIMITATION, ANY LIABILITY OR RESPONSIBILITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE. THE FOREGOING LIMITATIONS SHALL APPLY TO ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER SUCH CAUSE OF ACTION IS IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER FEDEX WAS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER LIABILITY.

7. WARRANTY DISCLAIMER. THE HARDWARE AND TRANSFERRED SOFTWARE ARE CONVEYED 'AS-IS', 'WHERE IS' AND 'WITH ALL FAULTS', AND FEDEX MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTY OF NON-INFRINGEMENT, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND DENIED. WITHOUT LIMITING THE FOREGOING, FEDEX MAKES NO REPRESENTATION OR WARRANTY THAT THE HARDWARE, SOFTWARE OR FSMS WILL CONTINUE TO INTEROPERATE WITH SYSTEMS OF FEDEX.

8. Assignment. Customer shall not have the right to assign this Agreement or any rights or obligations hereunder.

9. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision or provisions had never been contained herein.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The venue for any legal proceedings hereunder shall be the applicable state or federal courts located in the Province of Ontario.

11. Headings for Convenience Only. The division of this Agreement into sections and subsections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

12. Taxes. Taxes are the sole responsibility of Customer. "Taxes" means any and all valid transaction-based taxes, excises, duties and assessments levied, assessed or imposed by any government or taxing authority on the Hardware or Software provided hereunder or the use by Customer thereof.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and no amendment shall be effective unless in writing and signed by the parties.

14. SCALE DISCLAIMER. When it comes to the weighing and measuring devices that FedEx has provided Customer as a courtesy for estimating weights of its shipments ("FedEx scales"), Customer hereby acknowledges and understands that, as part of this Agreement, ownership of these FedEx scales will be transferred to the Customer. Further, the Customer hereby acknowledges and understands that each jurisdiction in which Customer has FedEx scales has certain weights and measures-related regulatory requirements that require certain actions be performed by the scale owner which may include, but are not limited to, annual registration fees, scale calibration requirements, and all other regulatory requirements associated with weighing and measuring device/scale ownership. These regulatory requirements are not exhaustive, and FedEx refers Customer to the weights and measures regulations for the specific jurisdiction at issue. By entering into this Customer Asset Transfer Agreement, Customer hereby acknowledges and understands that the transfer of ownership of the FedEx scales includes, but is not limited to, Customer's sole responsibility for compliance with all applicable weighing and measuring (i.e., scales) regulatory requirements.