FEDEX SHIP MANAGER® SOFTWARE END-USER LICENSE AGREEMENT

Software version 3200

(United States, Canada, Puerto Rico, Mexico, Barbados, Bermuda, Costa Rica and Dominican Republic Use Only)

To use the Product (as defined below), you must agree to abide by this Agreement (as defined below). This Agreement gives each of us certain rights and responsibilities. You will be assuming full and sole responsibility for all use of the Product occurring under those FedEx account number(s) activated in or assigned to the Product ("Account Number") and all registration information (e.g., meter number(s), credentials, ids and passwords, etc.) (collectively such information, "Account Information") activated in or assigned to the Product; you will be limiting your remedies. Please read this Agreement carefully.

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

Your use of the Product, including the collection, storage and use of shipping data and related information is subject to the FedEx privacy policy, a copy of which is available at http://www.fedex.com/us/security/privacy-policy-us.html, for Canadian users, a copy of which is available at http://www.fedex.com/ca_english/privacycode.html and for Mexican users, a copy of which is available at HTTP://WWW.FEDEX.COM./MX/

FedEx End-User License Agreement

If the Product is originally downloaded within the United States (with the exception of Puerto Rico), this End User License Agreement ("Agreement") is entered into by and between FedEx Corporate Services, Inc., ("FedEx") and you ("Licensee"). If this Product is downloaded originally anywhere else in the world, this Agreement is between Licensee and Federal Express Corporation or the applicable Federal Express Corporation operating company, branch or subsidiary in your jurisdiction (also referred to as “FedEx”). In consideration of the mutual promises and obligations set out below, the sufficiency of which the parties acknowledge, FedEx and Licensee acknowledge and agree as follows:

Section 1. (a) Grant. Subject to the terms and conditions of this Agreement, FedEx grants Licensee a personal, non-exclusive, royalty-free, non-assignable, non-transferable, limited, revocable license, without the right to grant sublicenses, to: (i) access and use, within the United States, Canada, Puerto Rico, Mexico, Barbados, Bermuda, Costa Rica and Dominican Republic only the FedEx shipping services application, currently known as FedEx Ship Manager Software, ("Product") solely for the purposes of accessing and using those shipping and shipping related services offered, from time to time, by FedEx or its affiliates as made available
through the Product ("FedEx Services"); and, (ii) access and use Documentation (as defined below) solely for the purposes of accessing and using the Product and obtaining FedEx Services.

(b) Restrictions. (i) The license does not permit, and Licensee will not (and will not permit any employee or other third party to):

1. Reverse engineer, decompile, disassemble, or translate the Product except as expressly permitted by law;
2. Work around any technical limitation in the Product;
3. Use the Product to provide service bureau, time-sharing, software as a service or other computer software or database services to or for the benefit of third parties;
4. Apply any procedure or process to the Product in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Product or any trade secret or confidential information or process contained in the Product;
5. Remove, obscure, modify or otherwise change any product identification, copyright or other notices or legends contained in or on, or available through, the Product or Documentation;
6. Transfer the Product, Documentation or the license, all whether in whole or in part, or grant any rights in the Product, Documentation, or the license, all whether in whole or in part by sublicense or otherwise;
7. Except as expressly permitted under Section 1(a) herein, provide, rent, lease, lend, or otherwise use or allow others to use or have access to the Product or any portion thereof;
8. Disseminate or disclose performance information or analysis (including, without limitation, benchmarks) relating to the Product without the prior written consent of FedEx;
9. Use or display the Product or Documentation or any portion of either except as expressly authorized in and in accordance with Section 1(a) above;
10. Reproduce or distribute the Product or Documentation;
11. Modify or create derivative works of the Product or Documentation; or,
12. Use the Product to perform or order FedEx Services by or for the benefit of third parties. For the avoidance of doubt, the functionality available through the Product (e.g., that which enables Licensee to label, rate, route, record, track and invoice) may only be used by Licensee for shipments tendered to FedEx for carriage on behalf of Licensee unless expressly permitted by a separate written agreement between FedEx and Licensee.

(ii) Licensee will promptly notify FedEx in writing upon its discovery of any unauthorized use of the Product or Documentation. FedEx may prevent access to or use of the Product or FedEx's systems if FedEx has reason to believe that (a) Licensee or third party using the Product licensed to Licensee may be involved in potential unauthorized use of or other infringement of FedEx's proprietary rights or (b) Licensee or its use of the Product is in violation of this Agreement.

(iii) Licensee acknowledges and agrees that the Product and Documentation are subject to export restrictions and controls imposed by various statutes and regulations, (collectively, "the Acts") including the Export Administration Act and the Export Administration Regulations. Licensee will not use, export or re-export the Product or Documentation except as authorized by and in compliance with the Acts and all laws and regulations of the jurisdiction in which FedEx made the Product available to Licensee. Without limiting the foregoing, Licensee will not export or re-export the Product or Documentation (i) into or to a national or resident of any embargoed countries/territories under the Acts (ii) to a Denied Party listed on U.S. Department of Commerce's list of U.S. Denied Persons or a Special Designated National on the U.S. Treasury Department's list of Specially Designated Nationals or on any similar lists in the country/territory where Licensee uses the Product. By entering into this Agreement, Licensee
represents, warrants and covenants that Licensee is not located in, under control of, or a national or resident of any such country/territory or on any such list.

(iv) The Product utilizes software provided subject to an open source license agreement(s) (each such software is an “Open Source Component”). A list of Open Source Components included with this Product, and the applicable license(s) can be found at http://www.fedex.com/us/opensource/OSS.html. BY INSTALLING AND USING THIS PRODUCT AND AN OPEN SOURCE COMPONENT YOU ARE ALSO AGREEING TO THE TERMS AND CONDITIONS OF THE APPLICABLE OPEN SOURCE LICENSE AGREEMENTS AND NOTICES GOVERNING SUCH OPEN SOURCE COMPONENT. Any Open Source Component utilized by the Product is provided to Licensee under the terms of the applicable open source license agreement or copyright notice. FedEx, and the licensors of the Open Source Components, hereby disclaims any and all liability to Licensee or any third party arising from or related to any Open Source Component or Licensee’s use, or inability to use, an Open Source Component. All Open Source Components are provided “AS IS” and without warranty or support of any kind from FedEx or its licensors.

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

(c) Modifications. To the extent FedEx makes available to Licensee any updates, upgrades, enhancements, bug-fixes or other modifications to the Product (collectively, “Modifications”), such Modifications will be considered a part of the Product and subject to the terms and conditions of this Agreement; provided, however, a Modification may come with its own imbedded license agreement and in the event of a conflict between this Agreement and any imbedded license agreement, the terms of the imbedded license agreement control. For the avoidance of doubt, except as otherwise stated, “Product” includes “Modification.”

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

(e) FedEx affiliates. Licensee hereby acknowledges that, unless otherwise specified, when used in this Agreement, the name “FedEx” will include FedEx Corporate Services, Inc., its parent company and any and all of its affiliate companies, including without limitation Federal Express Corporation (and its applicable operating company, branch or subsidiary in your jurisdiction) and FedEx Ground Package System, Inc.; provided, however, Licensee acknowledges that the sole obligor under this Agreement is FedEx Corporate Services, Inc. alone. Licensee further acknowledges that the contract of carriage for shipments made by Licensee using the Product (and not the terms governing use of such Product) is between Licensee and the FedEx company, subsidiary, branch or independent contractor to which Licensee tenders the package within the country/territory in which this Product was initially downloaded and installed.
Section 2. Licensee Obligations.

(a) Systems and Access. This Agreement governs Licensee’s access and use of the Product as provided above and under the Account Number(s) and/or Account Information provided to Licensee by FedEx. Licensee will follow FedEx’s instructions, including those provided in the Product and/or Documentation, provided from time to time, for access and use of the Product. Licensee is solely responsible for providing and maintaining all hardware necessary to access and use the Product. Licensee will make such upgrades and modifications to its systems, at its own expense, necessary to implement Modifications pursuant to the instructions provided by FedEx. Licensee will implement Modifications at its own expense. Unless otherwise instructed by FedEx, Licensee will always use and run the latest version of the Product as made available for Licensee by FedEx from time to time. In addition, Licensee acknowledges that use of the Product may require Licensee to modify its internal computer systems from time to time, and Licensee will make such modifications at its expense pursuant to the instructions provided by FedEx. Licensee is solely responsible for obtaining access to the Internet or World Wide Web. Such access is required to utilize the Product. In addition to such access, Licensee will provide FedEx with on-demand remote access to the Product (whether via Internet or dedicated communication line (e.g., telephone)) so that FedEx may access the Product, from time to time, in order to: configure the Product, make modifications to the Product, provide Limited Support Services (if any), as defined below, obtain, use and modify data and information, rating and routing information to the Product, and/or disable the Product. FedEx may modify the Product at any time for any reason and Licensee hereby consents to all such modifications. If Licensee does not agree to the modifications, Licensee may terminate this Agreement in accordance with Section 3. In the event FedEx is unable to establish communication with Licensee’s systems for reasons not attributable to FedEx, Licensee will assist FedEx within a commercially reasonable time to initiate such communication. If required, when instructed by FedEx (and on an ongoing basis thereafter), Licensee will complete an End of Day Close Process as required by FedEx to ensure FedEx shipping transactions are uploaded to FedEx at the close of each business day.

(b) Maintenance. FedEx in its sole discretion may (i) repair, modify, replace, disable, monitor, or remove the Product; and (ii) provide installation and integration assistance or technical support with respect to Licensee’s access to and use of the Product (collectively (i) and (ii) referred to herein “Limited Support Services”). Notwithstanding the foregoing, FedEx is under no obligation to provide Limited Support Services, or any other services, or Modifications hereunder.

(c) Information and Data. Licensee is advised and encouraged to maintain back-up copies of any data or information (including, names, addresses, reports, etc.) that it uses or stores with, through or in the Services or the Product (collectively, “Data”). FedEx is not and will not be responsible for the loss of or damage to any Data. Licensee will not load, process or store Data on or through the Product not required or related to the conduct of business with FedEx. FedEx will have access to and use of the Data used or processed on, through, in or with the Product. FedEx reserves the right to access, use, delete or remove any Data in connection with the provision of any FedEx Services or in connection with this Agreement. In addition, Licensee consents to the collection, storage, use and disclosure by FedEx or its designee (including affiliates and services providers) of the following non-shipping related data and information including, without limitation: (i) your user configurations and computer system settings and specifications such as operating system type and version, device name, workgroup name, machine name, available memory or hard drive size; (ii) IP address; (iii) Product information, including version; and (iv) other general system information, which FedEx and/or its designees may use for responding to Licensee’s requests, processing transactions, product support, and
product development, excluding any direct marketing purposes. Licensee acknowledge that the collection of such information may be necessary for FedEx to provide some or all of the FedEx Services, and that if Licensee refuses such collection FedEx may not be able to provide some or all of the FedEx Services. In addition, Licensee consents to the transfer of such information to FedEx and/or its designees (including affiliates and services providers) in jurisdictions outside of Licensee’s home jurisdiction, which may not provide an equivalent level of protection to such data, including to the United States. In accordance with applicable data protection law, Licensee may have the right to access personal data FedEx holds about Licensee and to request the rectification of any inaccurate data. Please see fedex.com/us/security/privacy-policy.html or Canadian users, a copy of which is available at http://www.fedex.com/ca_english/privacycode.html and for Mexican users, a copy of which is available at HTTP://WWW.FEDEX.COM./MX/ or the country/territory-specific privacy policies and notices applicable to Licensee’s jurisdiction for more information. A list of FedEx affiliates may be found at http://about.van.fedex.com/our-story/company-structure.

(d) Supplies. Licensee acknowledges that it is responsible for the purchase of any supplies necessary to use the Product or Service and will contact the applicable third party that provides such supplies to determine what, if any, supplies it must purchase for use of any Product or FedEx Service.

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

Section 4. Payment. With respect to FedEx Services, Licensee will follow all of FedEx’s payment terms and instructions. Licensee will remit payment, in accordance with the terms and conditions contained in the applicable FedEx transportation agreement, FedEx Service Guide ("Service Guide"), or as otherwise instructed by FedEx. Licensee is responsible for payment of all charges generated through use of the Product under the Account Number(s) and Account Information. Any rates reflected in or published by the Product, if shown, are offered for information purposes only and may be different from the actual charges for FedEx Services incurred by Licensee.

Section 5. Adjustments and Refunds. With respect to FedEx Services, Licensee may bill shipping charges for transactions conducted through the Product only to valid FedEx account numbers (e.g., bill sender, bill recipient or bill third party, if and as available in each jurisdiction). Shipments tendered to FedEx with incorrect or incomplete routing, labeling, commitment date, service designation or other errors will not be eligible for refunds under FedEx's money-back guarantees. Refunds requested by Licensee with respect to any shipment must be made in accordance with the applicable Service Guide or Licensee’s transportation agreement with FedEx. Licensee will not be entitled to any refund or credit under FedEx's money-back guarantees if FedEx determines that the claim resulted from improper use of the Product. FedEx, in its sole discretion, may suspend its money-back guarantees in the event Product fails or is inoperable for any reason.

Section 6. Disclaimer of Warranty. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT FedEx AND ITS REPRESENTATIVES (AS DEFINED IN SECTION 8 BELOW) ARE NEITHER PROVIDING ANY SUPPLIES OR TOOLS NECESSARY TO USE THE PRODUCT NOR CHARGING LICENSEE A FEE FOR USE OF THE PRODUCT OR FOR PROVIDING THE LIMITED SUPPORT SERVICES, IF ANY.
THE PRODUCT AND LIMITED SUPPORT SERVICES ARE PROVIDED “AS-IS” WITHOUT REPRESENTATION OR WARRANTY OF KIND.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDEX, AND ITS REPRESENTATIVES (AS DEFINED IN SECTION 8 BELOW), DISCLAIM AND EXCLUDE ALL WARRANTIES, WHETHER, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTIES OF NON-INFRINGEMENT OR QUIET ENJOYMENT. FEDEX AND ITS REPRESENTATIVES DO NOT REPRESENT OR WARRANT THAT THE PRODUCT WILL MEET ANY OR ALL OF LICENSEE’S REQUIREMENTS OR THAT THE PRODUCT’S OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY DEFECT WITHIN THE PRODUCT WILL BE CORRECTED. FEDEX AND ITS REPRESENTATIVES DO NOT REPRESENT OR WARRANT THAT THE LIMITED SUPPORT SERVICES WILL MEET ANY OR ALL OF LICENSEE’S REQUIREMENTS OR THAT IT WILL CORRECT ANY DEFECT WITHIN THE PRODUCT. FEDEX AND ITS REPRESENTATIVES DO NOT REPRESENT OR WARRANT THAT THE PRODUCT, LIMITED SUPPORT SERVICES OR ANY OTHER RELATED SERVICES OR CONTENT IS FREE FROM BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS. FEDEX AND ITS REPRESENTATIVES DO NOT REPRESENT OR WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT THROUGH THE PRODUCT. FURTHERMORE, FEDEX AND ITS REPRESENTATIVES DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF LICENSEE’S INSTALLATION OR USE OF THE PRODUCT OR THE LIMITED SUPPORT SERVICES IN TERMS OF CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY FEDEX I ITS REPRESENTATIVES OR AN AUTHORIZED REPRESENTATIVE OF EITHER WILL CREATE ANY WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO LICENSEE. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF RECEIPT OF THE APPLICATION. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE AND IN SUCH EVENT, THE PERIOD OF SUCH WARRANTY WILL BE THE MINIMUM PERIOD ALLOWABLE BY APPLICABLE LAW. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS AND LICENSEE MAY HAVE OTHER RIGHTS AS WELL WHICH VARY FROM JURISDICTION TO JURISDICTION AND FROM COUNTRY/TERRITORY TO COUNTRY/TERRITORY.

Section 7. Remedies. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE REMEDY FOR ANY DISSATISFACTION WITH THE PRODUCT OR LIMITED SUPPORT SERVICES IS TO STOP USING THE PRODUCT. LICENSEE AGREES THAT THE REMEDY SET FORTH IN THIS SECTION IS LICENSEE’S EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR ANY DISSATISFACTION WITH ITS ACCESS TO OR USE OF (OR INABILITY TO DO EITHER) THE PRODUCT OR LIMITED SUPPORT SERVICES.

Section 8. LIMITATION OF LIABILITY. LICENSEE ACKNOWLEDGES THAT FEDEX IS PROVIDING THE PRODUCT AND LIMITED SUPPORT SERVICES, IF ANY, TO LICENSEE FREE OF CHARGE.

THE ENTIRE LIABILITY OF FEDEX AND ITS REPRESENTATIVES (AS DEFINED BELOW) FOR ANY REASON SHALL BE LIMITED TO US $100.00 WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STATUTORY OR STRICT LIABILITY OR OTHERWISE EVEN IF FEDEX OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) FEDEX; (B) FEDEX’S PARENT COMPANY; AND, SUBSIDIARIES AND AFFILIATES, DIRECT AND INDIRECT, OF FEDEX OR ITS PARENT COMPANY (COLLECTIVELY “AFFILIATES”); (C) LICENSORS OR SUPPLIERS OF FEDEX OR AFFILIATES; OR, (D) ANY OF THE FOREGOING’S RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND/OR AGENTS (COLLECTIVELY (B)- (D), “REPRESENTATIVES”) ARE NOT AND WILL NOT BE LIABLE FOR ANY SPECIAL,
INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING: 
DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOSS OF PROFITS, DAMAGES TO LICENSEE’S 
COMPUTER SYSTEMS OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF 
WARRANTY, TORT (INCLUDING, NEGLIGENCE), PRODUCT LIABILITY, STATUTORY OR STRICT LIABILITY 
OR OTHERWISE EVEN IF FEDEX OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY 
OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS 
ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR 
INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT 
APPLY TO YOU.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF 
THE BARGAIN BETWEEN FEDEX AND LICENSEE. FEDEX WOULD NOT BE ABLE TO PROVIDE THE 
PRODUCT WITHOUT SUCH LIMITATIONS.

Section 9. Controlling Law and Severability. This Agreement and the FedEx Services will be 
governed by and construed in accordance with the laws of the United States and the State of 
Tennessee, excluding its conflicts of law provisions and with the exclusion of the United Nations 
Convention on Contracts for the Sale of International Goods. If for any reason a court of 
competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be 
unenforceable, that provision will be enforced to the maximum extent permissible so as to effect 
the intent of the parties and the remainder of this Agreement will remain in full force and effect. 
Any cause of action with respect to Product must be instituted within one (1) year after the claim 
or cause of action has arisen in and must be brought in a court of competent jurisdiction in 
Shelby County, Tennessee or be barred. FedEx will also have the right to bring claims against 
the Licensee in the courts of the Licensee’s jurisdiction, where applicable

Section 10. Terms and Conditions of Carriage.

(a) It is understood and agreed by Licensee that the Product may contain functionality which 
may be used by Licensee to make shipments through carriers other than FedEx. If so, Licensee 
agrees that it will look solely to such third party carriers for the terms under which Licensee may 
tender shipments to and have its shipments carried by such third party carriers and that, as 
between FedEx and Licensee, Licensee is solely responsible for its compliance with such third 
party carriers' terms of shipping and will look solely to such third party carriers for all remedies 
attributable to claims arising out of the third party carriers’ carriage of Licensee’s shipments. 
LICENSEE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS FEDEX AND ITS REPRESENTATIVE FROM 
ALL CLAIMS, DEMANDS AND JUDGMENTS, INCLUDING THE PAYMENT OF ATTORNEYS FEES, FROM 
THIRD PARTY CARRIERS ARISING OUT OF LICENSEE’S USE OF THE PRODUCT TO PROCESS SHIPMENTS 
tENDERED TO SUCH CARRIERS.

(b) With respect to FedEx Services, Licensee agrees that domestic and international carriage by 
FedEx of any shipments tendered to FedEx pursuant to this Agreement or using the Product will 
be in accordance with the terms, conditions and limitations of liability set out on the 
NONNEGOTIABLE Air Waybill, Label, Manifest, or Pick-Up Record (collectively “Shipping 
Documentation”) and as appropriate any transportation agreement between Licensee and 
FedEx covering such shipment and in any applicable tariff, Service Guide or Standard 
Conditions of Carriage, copies of which are available upon request, and which are incorporated 
into this Agreement by reference. If there is a conflict between the Shipping Documentation and 
any such document then in effect or this Agreement, then the transportation agreement, tariff, 
Service Guide, Standard Conditions of Carriage, or this Agreement will control, in that order of 
priority. If a shipment originates outside the United States, the contract of carriage is with the 
FedEx subsidiary, branch, or independent contractor who originally accepts the shipment.
(c) In the event Licensee uses the Product to process shipments tendered to FedEx for delivery to locations outside the United States or country/territory of shipment origin, Licensee will, at Licensee's sole expense, assure that the terms and conditions of international carriage supplied by FedEx from time to time (and which may be amended or modified from time to time at FedEx's sole discretion) are placed on the Shipping Documentation, as instructed by FedEx, for all such international shipments. **LICENSEE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS FEDEX, AND ITS REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS AND OTHER ITEMS OF COST AND EXPENSE ARISING OUT OF LICENSEE’S FAILURE TO APPLY THE INTERNATIONAL CARRIAGE TERMS TO THE SHIPPING DOCUMENTATION FOR SUCH INTERNATIONAL SHIPMENTS, INCLUDING WITHOUT LIMITATION CLAIMS FROM THE RECIPIENT OF ANY SHIPMENT, AND LICENSEE’S FAILURE TO FOLLOW FEDEX’S INSTRUCTIONS IN REGARD TO THE PLACEMENT OF THE TERMS ON THE SHIPPING DOCUMENTATION FOR SUCH INTERNATIONAL SHIPMENTS.**

(d) Licensee acknowledges that if the Product is used to process shipments to locations outside the United States or country/territory of shipment origin, Licensee must enter the name of the person completing the Shipping Documentation to print in lieu of its manual signature on the Shipping Documentation, as applicable, for all shipments tendered by Licensee to FedEx using the Product. Licensee further acknowledges that such printed name will be sufficient to constitute the Licensee’s signature, and Licensee’s acceptance of FedEx's terms and conditions of carriage contained in the applicable transportation agreement, tariff, Service Guide, Standard Conditions, or Shipping Documentation, under which the shipment is accepted by FedEx, or its independent contractor.

(e) Unless otherwise indicated, the shipper's address indicated on the face of any Shipping Documentation is the place of execution and the place of departure and the recipient's address listed on the face of the Shipping Documentation is the place of destination. Unless otherwise indicated on the face of the Shipping Documentation the first carrier of all shipments is Federal Express Corporation, 3610 Hacks Cross Road, Memphis, TN, 38125. In the event another carrier is listed on any such document, that carrier is the first carrier of the shipment. The address for FedEx Ground is P.O. Box 108, Coraopolis, PA 15230.

**Section 11. INDEMNITY.** **LICENSEE WILL, AT LICENSEE’S SOLE COST AND EXPENSE, DEFEND, INDEMNIFY AND HOLD FEDEX, AND ITS REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, FINES AND JUDGMENTS, INCLUDING REASONABLE ATTORNEY’S FEES, (HEREINAFTER, COLLECTIVELY, “CLAIMS”) ARISING OUT OF OR RELATING TO (A) LICENSEE’S INSTALLATION, USE (OR INABILITY TO USE) AND/OR REMOVAL (OR INABILITY TO REMOVE) OF THE PRODUCT OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO LICENSEE BY OR ON BEHALF OF FEDEX OR ITS REPRESENTATIVES(B) THE INTENTIONAL ACTS, WILFULL MISCONDUCT OR NEGLIGENCE (ACTS OR OMISSIONS) OF LICENSEE, ITS EMPLOYEES, OFFICERS, DIRECTORS, SUPPLIERS, CUSTOMER, AGENTS, USERS, OR REPRESENTATIVES (COLLECTIVELY, FOR PURPOSES OF SECTIONS 11(B) AND 11(C), “LICENSEE”); OR, (C) LICENSEE’S BREACH OF THIS AGREEMENT. FEDEX MAY INTERVENE AND ASSUME ITS DEFENSE IN ANY SUCH CLAIMS, AT ITS EXPENSE AND IN ITS SOLE DISCRETION. LICENSEE WILL NOT SETTLE ANY CLAIMS INVOLVING FEDEX OR THE PRODUCT WITHOUT THE PRIOR WRITTEN CONSENT OF FEDEX.**

**Section 12. Complete Agreement.** This Agreement constitutes the entire agreement between Licensee and FedEx with respect to the Product, and supersedes any prior or contemporaneous understandings, representations, statements or agreements, written or oral, regarding the Product. Notwithstanding the foregoing, any Product or Modification may come with its own imbedded license agreement and in the event of a conflict between this Agreement and any imbedded license agreement, the terms of the imbedded license agreement control. As used in this Agreement, “including” means “including, without limitation” and is illustrative rather than exhaustive. No amendment to or modification of this Agreement will be binding on FedEx.
without FedEx's written consent. Licensee may not assign or otherwise transfer this Agreement or the licenses granted herein, including by operation of law without the prior written consent of FedEx. Any assignment or transfer in violation of the foregoing is void and of no effect. In addition, except for FedEx Representatives, Licensee and FedEx acknowledge and agree that there are no third party beneficiaries to this Agreement. The provisions of Sections 1(b), 1(c), 1(d), 1(e), 2(c), 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 will survive the termination of this Agreement. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and non-English version, the English version of this Agreement will govern. Nothing in this Agreement will limit or exclude the rights afforded under applicable mandatory legislation to Licensee being a consumer.