FEDEX SHIP MANAGER® SOFTWARE END-USER LICENSE AGREEMENT

Software version 3300

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(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.

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(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.**

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**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.
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