

**FEDEX DEVELOPER RESOURCE CENTER
DEVELOPER LICENSE AGREEMENT**

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THIS FEDEX DEVELOPER RESOURCE CENTER (“DRC”) DEVELOPER LICENSE AGREEMENT (“DEVELOPER AGREEMENT”) GIVES EACH OF US CERTAIN RIGHTS AND RESPONSIBILITIES. THIS DEVELOPER AGREEMENT INCORPORATES, BY REFERENCE, OTHER TERMS AND CONDITIONS, POLICIES AND NOTICES TO FORM THE AGREEMENT (AS DEFINED BELOW).

SAVE WHERE NOT PERMITTED BY LAW, YOU WILL BE LIMITING YOUR REMEDIES BY AGREEING TO THE AGREEMENT.

YOU WILL BE ASSUMING FULL AND SOLE RESPONSIBILITY FOR ALL ACCESS AND USE OF THE FEDEX TECHNOLOGY, MARKS AND CONFIDENTIAL INFORMATION (EACH OF THOSE TERMS ARE DEFINED BELOW) OCCURRING UNDER YOUR ACCOUNT.

ALL ACCESS TO AND USE OF FEDEX TECHNOLOGY, THE MARKS OR CONFIDENTIAL INFORMATION IS AT YOUR OWN AND SOLE COST, EXPENSE AND RISK.

PLEASE READ THE AGREEMENT CAREFULLY.

THE AGREEMENT GOVERNS THE USE OF FEDEX TECHNOLOGY AND MARKS PROVIDED BY FEDEX THROUGH ITS DRC. IN ORDER TO ACCESS AND USE THE DRC, THE FEDEX TECHNOLOGY AVAILABLE THROUGH THE DRC, AND THE TESTING, DEVELOPMENT, PRODUCTION AND OTHER FEATURES OF THE DRC, YOU MUST AGREE TO BE BOUND BY THE AGREEMENT.

THE CONSENT TO BE BOUND BY THE AGREEMENT (AND ANY MODIFICATION TO THE AGREEMENT) IS ACKNOWLEDGED BY CLICKING THE "I ACCEPT" BUTTON SET FORTH BELOW. IF YOU ARE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH LEGAL ENTITY AND, IF APPLICABLE, ITS AFFILIATES, TO THE AGREEMENT.

ONCE ACKNOWLEDGED, THIS DOCUMENT WILL CONSTITUTE A LEGAL AGREEMENT BETWEEN FEDEX (AS DEFINED BELOW) AND YOU (AS DEFINED BELOW) GOVERNING ACCESS TO AND USE OF FEDEX TECHNOLOGY, MARKS AND CONFIDENTIAL INFORMATION MADE AVAILABLE OR ACCESSED VIA THE DRC.

IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MUST SELECT THE “BACK” BUTTON AND YOU MAY NOT ACCESS OR USE THE DRC OR ANY FEDEX TECHNOLOGY, MARKS OR CONFIDENTIAL INFORMATION MADE AVAILABLE VIA THE DRC.

PLEASE NOTE THAT ACCESS TO OTHER ELEMENTS OF THE DRC, INCLUDING THE TESTING AND PRODUCTION FEATURES, WILL REQUIRE FURTHER REGISTRATION PROCESS(ES). ADDITIONAL ACCESS AND USAGE PERMISSIONS WILL BE PROVIDED, BY FEDEX IN ITS SOLE DISCRETION, ONLY UPON COMPLETION OF ADDITIONAL REGISTRATION PROCESS(ES), AS APPLICABLE.

**A COPY OF THIS DEVELOPER AGREEMENT SHOULD BE PRINTED AND RETAINED FOR
FUTURE REFERENCE**

For good and valuable consideration of the mutual promises and obligations set out below, the sufficiency of which the Parties hereby acknowledge and confirm, FedEx and You acknowledge and agree as follows:

Section 1. Key Definitions.

- (a) “**Agreement**” will mean the then current version of: (1) the terms and conditions set forth in the Developer Resource Center Developer License Agreement; (2) all other terms and conditions applicable to FedEx WebServices (as defined below) including, those terms and conditions contained in or presented in connection with all manuals, policies, procedures or other materials provided by FedEx which are applicable to FedEx WebServices; (3) the terms and conditions available at www.fedex.com and www.fedexoffice.com; and, (4) applicable FedEx privacy policy and/or privacy notice, a copy of which is available by request or by download in Your country or territory of choice at www.fedex.com, which is supplementary to, and shall be read together with, the FedEx Global Privacy Policy and Privacy Notice, available [here](#). Any and all of the foregoing may be updated, revised, replaced, supplemented or otherwise modified by FedEx or its affiliates in its sole discretion at any time and such modification will be effective when FedEx posts a revised version at the URL address of the prior terms and conditions (or, such other URL address as FedEx may indicate at the URL address of the prior terms and conditions).
- (b) “**Application**” means software program(s) created by You, using Materials, that utilize FedEx WebServices in order for End Users to request FedEx Services.
- (c) “**Beta Materials**” means products and services that (i) otherwise qualify as FedEx WebServices and/or Materials but have not been released by FedEx for general, commercial use in relation to FedEx Services; and, (ii) are considered, by FedEx, to be under development but which FedEx is releasing, in a limited manner, for testing and evaluation purposes in order to receive Feedback.
- (d) “**Developer Resource Center**” or “**DRC**” means the FedEx Developer Resource Center made available by FedEx to aid developers in the development, testing and production use of Application(s).
- (e) “**Distributable Materials**” means those Materials identified and authorized by FedEx, from time to time in its sole discretion, for inclusion in an Application to facilitate connection with FedEx WebServices.
- (f) “**Dollars**” means United States dollars.
- (g) “**End User**” means an entity, other than a FedEx Competitor (as defined below), which enters into an EULA (as defined below) to access and use FedEx WebServices, via an Application, for such entity’s own internal purposes (and, for the avoidance of doubt, not for purposes of resale, distribution or sublicensing). For the avoidance of doubt, You are an End User when developing Application(s) on Your own behalf and for Your own internal use.
- (h) “**EULA**” or “**End User License Agreement**” means the written, binding, agreement located [here](#) (or such other URL address as FedEx may designate, from time to time, in its sole discretion) and that contains express permissions from FedEx which permit an End User to access and use FedEx WebServices, via an Application, in accordance with, and subject to, the terms, conditions and restrictions of such agreement.
- (i) “**Feedback**” means any comments, suggestions, know-how, ideas, improvements, or other feedback regarding FedEx Technology, Marks, or FedEx Services.
- (j) “**FedEx**” means (i) FedEx Corporate Services, Inc., when the address information You provide as part of Your registration for the DRC when You initially execute this Developer Agreement is within the United States of America; or, (ii) Federal Express Corporation when the address information You provide as part of Your registration for the DRC You initially execute this Developer Agreement outside of the United States of America.
- (k) “**FedEx WebServices**” or “**APIs**” means those application programming interfaces made available by FedEx which, via an Application, facilitate the request of FedEx Services by an End User.
- (l) “**FedEx Competitor(s)**” means carriers, couriers or other entities involved in the pickup, consolidation, transportation, delivery or logistical movement of documents, packages or freight aside from FedEx and its affiliates.
- (m) “**FedEx Services**” means shipping or print services (or services relating to shipping or print services) offered, from time to time, by FedEx or its affiliates as such services are described in the applicable Service Offering.

- (n) **"FedEx Systems"** means those internal FedEx technology resources (e.g., computers, servers, networks, etc.) which accept, process and transmit, via FedEx WebServices, information and data regarding End User requests for FedEx Services.
- (o) **"FedEx Technology"** means each of the following (both individually and collectively): the DRC, FedEx WebServices, FedEx Systems, Materials (including, Distributable Materials), and Beta Materials.
- (p) **"Marks"** means those FedEx word and logo trademarks and service marks provided by FedEx in the Materials for use in Application(s).
- (q) **"Materials"** means text, tools, graphics, content, manuals, software (including, sample code), specifications, instructions, technical resources or other materials, data or information distributed or made available by FedEx in connection with FedEx WebServices or FedEx Systems.
- (r) **"Service Offering"** means (1) the terms and conditions at www.fedex.com or www.fedexoffice.com, as applicable; (2) the then current FedEx Service Guide (the **"Service Guide"**), a copy of which is available by request or by download in Your country or territory of choice at www.fedex.com; (3) the current FedEx Freight 100 Series Tariff (**"FXF 100 Series Tariff"**), a copy of which is available by download in Your country or territory of choice at www.fedex.com; (4) applicable FedEx privacy policy and/or privacy notice, a copy of which is available by request or by download in Your country or territory of choice at www.fedex.com, which is supplementary to, and shall be read together with, the FedEx Global Privacy Policy and Privacy Notice, available [here](#); and (5) the terms and conditions set forth on any FedEx airway bill, bill of lading or shipping label. Any and all of the foregoing may be updated, revised, replaced, supplemented or otherwise modified by FedEx or its affiliates in its sole discretion at any time and such modification will be effective when FedEx posts a revised version at the URL address of the prior terms and conditions (or, such other URL address as FedEx may indicate at the URL address of the prior terms and conditions) or makes the updated airway bill, bill of lading or shipping label available.
- (s) **"Trade Control Laws"** means restrictions and controls imposed by export control and economic sanctions laws and regulations of (1) the United States, including but not limited to the U.S. Export Administration Regulations, International Traffic in Arms Regulations, and economic sanctions programs maintained by the U.S. Treasury Department's Office of Foreign Assets Control; and (2) any other applicable jurisdictions.
- (t) **"You"** means (i) the person executing this Developer Agreement, if done in a personal capacity; and, (ii) if done in Your professional capacity, any company or other legal entity (e.g., sole proprietorship, partnership, corporation, limited liability company, etc.), all as indicated in the account and registration information that You provide when registering for the DRC. In no event does "You" include a FedEx Competitor even if such FedEx Competitor otherwise qualifies as "You" under this definition "Your" is the possessive of "You."

With respect to the definitions of Beta Materials, Developer Resource Center (or DRC), Distributable Materials, FedEx WebServices (or WebServices), FedEx Systems, Marks and Materials, each of those definitions also include any updates, upgrades, improvements, enhancements, replacements or other modifications to such items as, when, and if any such modification to an item is made available by FedEx. To the extent updates, upgrades, enhancements, bug-fixes or other modifications improvements, enhancements, replacements or other modifications to such items (both, individually and collectively, **"Modifications"**) are made available to you, such Modifications will be considered a part of FedEx Technology or Marks, as applicable, and provided subject to the terms and conditions of the Agreement.

Section 2. License Grants.

- (a) Subject to the terms and conditions of the Agreement and any directions issued by FedEx from time to time, FedEx grants You a personal, limited, revocable, non-exclusive, non-assignable, non-transferable, royalty-free license to (i) access and use the DRC and the Materials solely to develop Application(s) on behalf of a single End User; (ii) copy Distributable Materials solely for inclusion in Application(s) developed on behalf of a single End User; and, (iii) distribute Distributable Materials solely as part of an Application, solely to a single End User, and solely when necessary to facilitate connection with FedEx WebServices.
- (b) Subject to the terms and conditions of the Agreement, FedEx grants You a limited, revocable, personal, non-exclusive, royalty-free, non-assignable, non-transferable license to (i) copy and use Marks solely in and as a part of an Application; and, (ii) distribute Marks solely in and as a part of an Application to a single End User. You may not use Marks for any other purpose. You may not alter in any way any Mark, including, distorting, animating or changing the color, font or proportions of any Mark, or combining it with any other name, mark or logo.

- (c) You represent, warrant and covenant that an Application and any use of Marks will include only accurate references to FedEx, FedEx Technology and FedEx Services. Applications may not be created, and Marks may not be used in, such a way that, in the sole judgment of FedEx, damages the goodwill of FedEx or its Affiliates. In the event FedEx, in its sole judgment, believes that any Application(s) or use of Marks violates this provision, FedEx reserves the right, to terminate the Agreement and Your ability to connect to FedEx WebServices, or to notify You and You will cause the Application or Your use of Marks to comply with this provision.
- (d) Prior to allowing access to or use of an Application (except for Your own internal development and testing purposes) You must obtain a signed EULA. For purposes of this requirement, "signed" may include a clickwrap agreement executed by the End User provided that such clickwrap agreement (i) is enforceable in those countries in which an Application will be accessed or used; (ii) displays the entire EULA to the End User on the initial start-up/installation screen; (iii) requires the End User to scroll through the EULA before being permitted to accept the EULA; (iv) requires the End User to acknowledge the reading of the EULA by checking a box with a statement to that effect; (v) requires the End User to execute the EULA by clicking a button that says "I accept"; and, (vi) includes and complies with any other requirements necessary for a clickwrap agreement to be enforceable within each of the countries an Application will be accessed or used.
- (e) You may not distribute the Materials (including Distributable Materials) to any third party for the purpose of such third party incorporating the Materials in an individual or separate multi-carrier system. For purposes of the Agreement, "multi-carrier system" will mean any system which is a stand-alone, or primarily, a shipping application, system or software program providing for, without limitation, rating, labeling, routing manifesting, processing or the logistical movement of shipment via one or more carriers, in addition to FedEx. You may distribute Distributable Materials only as embedded or incorporated into an Application. You may not distribute any Distributable Materials or any other Materials provided through the DRC on a stand-alone basis or otherwise apart or separate from an Application.
- (f) FedEx makes no assurance that FedEx WebServices or FedEx Systems will continue to be operated or configured in such a way that allows an Application to continue to be able to connect to FedEx using the methods described in the Materials or using the Distributable Materials. FedEx reserves the right to make changes to FedEx WebServices, Distributable Materials and FedEx Systems, in whole or in part to any or all, for any reason and without limitation, including the right to terminate Your use of the DRC, FedEx WebServices, the Distributable Materials or any services offered in connection with either. In addition, FedEx may modify the DRC, the Materials or any services offered in connection therewith and such modifications may necessitate that You make changes to Your internal hardware and software systems in order to continue using an Application to connect to FedEx. Your failure to make any such change to an Application may result in You being unable to continue accessing or using any FedEx Technology or accessing or requesting any FedEx Services.
- (g) You will comply with all applicable laws or regulations of any applicable jurisdiction. You will not to use any FedEx Technology or Marks in any manner that: (i) infringes, violates or misappropriates the intellectual property rights of any third party; (ii) violates any anti-spamming laws and regulations; or, (iii) involves or promotes any harmful or illegal activities, including, any activity that may be considered libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis forbidden by applicable laws.
- (h) During the term of the Agreement, You will not interfere or attempt to interfere in any manner with the functionality or the proper working of FedEx Technology. If any Application is suspected or determined by FedEx, in its sole discretion, to create such interference or to otherwise be unsuitable or incompatible with FedEx Technology, FedEx may, without any notice to You, suspend or terminate, in whole or in part, Your access to FedEx Technology, including access to and/or use of the DRC and Materials.
- (i) If an Application contains any functionality other than that provided through the DRC, You are responsible for the preparation and execution of any other end user agreement for the use of such additional functionality.
- (j) FedEx Services are subject to the applicable Service Offering.

Section 3. Beta Terms and Conditions.

- (a) From time to time, FedEx may make certain Beta Materials available to You for Your own private use for experimental purposes. In such event, subject to the terms and conditions of the Agreement, FedEx grants to You a temporary, limited, revocable, royalty-free, nontransferable, non-assignable, nonexclusive license to access and use such Beta Materials solely to test and evaluate the Beta Materials for Your own internal developmental purposes. You acknowledge and agree: (i) any Beta Materials furnished to You are provided solely as a convenience; (ii) this

temporary license will not be construed as marketing or offering to sell a license to the Beta Materials; (iii) FedEx retains the exclusive right to choose whether to release a commercial version of the Beta Materials in any form; and (iv) FedEx may, in its sole discretion and without any notice to You, suspend or terminate Your access to the Beta Materials, in whole or in part.

- (b) If FedEx authorizes You to use the Beta Materials, You will evaluate and test the Beta Materials according to the criteria established by FedEx. You will respond to FedEx inquiries and otherwise contact FedEx during the evaluation period to provide Feedback regarding Your use of the Beta Materials. Upon completion of Your evaluation and testing, You will send to FedEx a written evaluation of the Beta Materials, including a listing of any strengths, weaknesses and recommended improvements. For the avoidance of doubt, all evaluations and information conveyed in any discussions regarding the Beta Material constitutes, and is, Feedback. All written evaluations and all inventions, works of authorship, product improvements, modifications or developments conceived or made by FedEx based wholly or partially on Your Feedback, will be the sole and exclusive property of FedEx.
- (c) **IN THE EVENT THAT YOU ARE AUTHORIZED BY FEDEX TO USE ANY BETA MATERIALS, BETA MATERIALS ARE PROVIDED TO YOU “AS IS” AND CONSTITUTE A PRE-PRODUCTION VERSION OF THE MATERIALS WHICH HAVE NOT BEEN COMPLETELY TESTED IN ALL SITUATIONS. ANY USE OF THE BETA MATERIALS IS DONE ENTIRELY AT YOUR OWN RISK. FEDEX WILL NOT PROVIDE ANY TECHNICAL SUPPORT AND DISCLAIMS ANY AND ALL WARRANTIES (WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS, ANY IMPLIED REPRESENTATIONS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE), REMEDIES OR LIABILITY OBLIGATIONS FOR THE BETA MATERIALS INCLUDING THAT USE OF THE BETA MATERIALS WILL BE UNINTERRUPTED, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE BETA MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, YOU AGREE THAT THE LIABILITY OF FEDEX WILL BE LIMITED TO THE MAXIMUM AMOUNT OF FIFTY DOLLARS (\$50.00).**
- (d) Upon (i) notice from FedEx (including a posting within the DRC as permitted by Section 15 below); (ii) receipt of a later version of the Beta Materials; or, (iii) release by FedEx of a version of Materials superseding or incorporating the Beta Materials, You will cease all use of the earlier Beta Materials received from FedEx and, if applicable, abide by the terms and conditions of the Agreement governing any such publicly released version.
- (e) In the event of an irreconcilable conflict between this Section 3 and any other provision of the Agreement, this Section 3 will supersede such other term(s) and condition(s) with respect to the Beta Materials, but only to the extent necessary to resolve the conflict.

Section 4. Intellectual Property Rights.

- (a) As between You and FedEx, all worldwide rights, title and interests, including, intellectual property and other proprietary rights, in and to any FedEx Technology (including, any derivative works thereof), are owned solely and exclusively by FedEx. FedEx is not selling or otherwise transferring title in any FedEx Technology to You. You will not take any action inconsistent with FedEx's interest in any FedEx Technology. Except for the express licenses granted in this Developer Agreement, FedEx reserves all right, title and interest, including all intellectual property and other proprietary rights, in and to FedEx Technology (including, any derivative works thereof).
- (b) As between You and FedEx, FedEx holds and retains all worldwide rights, title and interest in and to Marks, and that all use of Marks by You will inure to the benefit of FedEx. You will not claim, whether in whole or in part, any rights in Marks, and will do nothing to impair, in any way, Marks or FedEx's rights in Marks. You may not use Marks in any manner that is likely to cause confusion, mistake, or deception regarding whether FedEx sponsors or endorses an Application or whether an Applications are affiliated, associated, or connected with FedEx. You may not use Marks to advertise, sell, market or otherwise distribute any products or services.

Section 5. Use Restrictions.

The licenses granted under this Developer Agreement do not permit, and You will not (and will not permit any employee, affiliate or other third party to):

- a) reverse engineer, decompile, disassemble, or translate any FedEx Technology;

- b) apply any procedure or process to any FedEx Technology in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for any FedEx Technology or any trade secret or confidential information or process contained in FedEx Technology;
- c) remove any product identification, trademark, confidentiality, proprietary, copyright or other legends or notices from FedEx Technology or Confidential Information;
- d) transfer any license, FedEx Technology, Marks, Confidential Information (as defined below), in whole or in part, or grant any rights in any license, FedEx Technology, Marks, Confidential Information or the license, in whole or in part by sublicense or otherwise;
- e) except as expressly authorized in, and in accordance with, Section 2(a) of this Developer Agreement, provide, lease, lend, or otherwise use or allow others to use or have access to any FedEx Technology, Confidential Information, Marks or any portion thereof;
- f) disseminate or disclose performance information or analysis (including, benchmarks) relating to FedEx Technology or FedEx Services without the prior written consent of FedEx;
- g) except as expressly authorized in, and in accordance with, Section 2(a) of this Developer Agreement, use or display (including, doing either on a stand-alone basis (i.e., not as integrated with the Application)) any FedEx Technology or Marks;
- h) except as expressly authorized in, and in accordance with, Section 2(a) of this Developer Agreement, reproduce or distribute FedEx Technology;
- i) distribute Application(s) to more than a single End User or permit more than a single End User to access or use Application(s);
- j) access or use FedEx WebServices except through the Materials obtained from the DRC;
- k) access or use FedEx Systems except through FedEx WebServices;
- l) access, use or permit Your retail customers to access or use FedEx Technology in a manner inconsistent with Section 20 of this Agreement, including permitting use or access to FedEx Technology by persons subject to restriction under U.S. Trade Control Laws; or,
- m) except as expressly authorized in, and in accordance with, Section 2(a) of this Developer Agreement, modify or create derivative works of FedEx Technology.

Section 6. Your Obligations, Representations and Warranties.

- (a) You represent, warrant and covenant that:
 1. the name, address and account information that You provide when You register for the DRC is correct, complete and current.
 2. You will immediately notify FedEx of any changes in the name, address and/or account information details of You or the entity You represent.
 3. You will (i) create a password upon completing the registration process for the DRC; (ii) maintain the confidentiality of the password; (iii) be fully responsible for all activities that occur under Your user id and password; and, (iv) immediately notify FedEx of any unauthorized use of Your credentials (e.g., user id, password, challenge questions etc.) or any other breach of security. Notwithstanding the foregoing, FedEx reserves the right to change access credentials without prior notice if FedEx deems that it presents a security issue.
 4. You will follow the instructions provided from time to time governing the use of FedEx Technology, Marks, FedEx Services, and or any services offered by FedEx through the DRC.
 5. You will not use or allow Application(s) to adversely affect the functionality of any FedEx Technology.
 6. You will not allow third parties to access or use FedEx Technology except pursuant to the EULA.
- (b) For the purpose of verifying Your compliance with the Agreement, upon request of FedEx, You will provide to FedEx any information or materials relating to an Application and to allow FedEx to track and monitor Application(s). You will not block or interfere with such tracking or monitoring. In the event You fail to comply with this requirement, FedEx will have the right to use any available technical means to overcome such blocking or interference.

- (c) Without the prior written consent of FedEx, You will not store or retain any component of FedEx Technology in a database, server network or other similar repository, either with or without a central location, in a manner that allows other non-authorized parties to share or access any FedEx Technology. In addition, You will not use or facilitate the use of any alternative means (i.e., robots, spiders, scraping, or other technology) to use, query or access any FedEx Technology to obtain any information, other than as expressly allowed under this Developer Agreement.
- (d) In the event you are issued any test key or other credentials to allow the testing of an Application, You agree that such are provided to You by FedEx to you in your individual capacity and agree that they will be used only by You. Test keys and other credentials provided by FedEx are Confidential Information and are subject to Section 11 of this Developer Agreement.
- (e) In the event You are issued production keys or other credentials that allow you to place an Application into production, You agree that such production credentials are being provided to You by FedEx only on behalf of a single End User (and, if applicable, its affiliates). In the event You require production credentials for more than one (1) End User (and, if applicable, its affiliates), You will register for separate production credentials for each such End User. Any production credentials granted hereunder for a specific End User will not be used by You on behalf of any other person or entity. You agree that any requests for services made by You through the DRC on behalf of a specific End User will only be made using the applicable production credentials of that specific customer or account holder. Production key and other credentials provided by FedEx are Confidential Information and are subject to Section 11 of this Developer Agreement.
- (f) In the event You are a developer working as an independent contractor for a specific End User, You represent, warrant and covenant:
 - (i) You will not disclose to any third party the user name, password or other credential information of such End User;
 - (ii) You will not disclose to any third party information provided to You by such End User; and,
 - (iii) You will not permit the End User to access or use an Application or otherwise place such Application into production until the End User has agreed to the EULA and any other terms and conditions of any end user agreement required to use selected services available through the DRC. For the avoidance of doubt, You must execute a EULA when You are an End User of Application(s).
- (g) Prior to allowing access to or use of either an Application or any update, upgrade or other modification to such Application by an End User, upon request of FedEx, You will submit to FedEx, or its designee: (i) copies of all materials where Marks or Materials, in whole or in part, are used (including, screen shots from the Application); (ii) the Application; (iii) data from any test cases requested by FedEx as part of the certification process; (iv) confirmation that the EULA is presented to End Users and acceptance of such EULA, in accordance with this Developer Agreement, is required prior to the Application becoming operational for the End User; and, (v) and such other information, items, and materials pursuant to the instructions and specifications provided by FedEx from time to time through the DRC or as otherwise requested by FedEx during certification testing. In the event You desire to obtain certification of a new release of an Application, either independently from or in conjunction with, an upgrade, update or other modification of the DRC by FedEx, the same certification procedure applies as in the original certification. You will bear all costs associated with obtaining certification of an Application.
- (h) FedEx, or its designee, will (i) review use of Marks or Materials; and (ii) test and evaluate the Application in order to determine whether the Application successfully (a) communicates with FedEx Systems; and, (b) processes various transactions for FedEx Services and without error; and, (iii) perform such other tests, evaluations and reviews of the Application as FedEx, in its sole discretion, believes is reasonable to determine the Application operates properly and does not harm FedEx's goodwill.
- (i) You will change the Application or the use of Marks and/or Materials in accordance with FedEx's suggestions as a result of the certification testing. After completing such changes, You will re-submit the Application and materials required in subsection (g) above to FedEx for additional certification testing. FedEx will notify You when the Application and related materials have successfully completed certification testing.

- (j) You will promptly notify FedEx in writing upon discovery of any unauthorized use of FedEx Technology. FedEx may prevent access to or use of FedEx Technology if FedEx has reason to believe that (a) You or a third party using FedEx Technology licensed to You may be involved in potential unauthorized use of or other infringement of FedEx's proprietary rights or (b) You or Your use of FedEx Technology is in violation of the Agreement.

Section 7. Customer Support.

- (a) You will provide competent and professional technical support and maintenance for the functioning of an Application to the End User during the term of this Developer Agreement. You will direct to FedEx (at the locations and telephone numbers provided by FedEx) all End User questions regarding FedEx Services or questions regarding any Materials provided through the DRC unrelated to Your incorporation of those Materials in an Application.
- (b) Pursuant to the notice provision set forth in Section 15 of this Developer Agreement, You will immediately advise FedEx of any complaints, malfunctioning or defects in FedEx Technology which You learn about by any means.

Section 8. Termination.

- (a) This Agreement is effective until terminated by either You or FedEx.
- (b) This Agreement will terminate independently without notice if You fail to comply with any provision of the Agreement or any instructions regarding the DRC, Marks or the Materials. Without limiting the generality of the foregoing, Your failure to make any upgrades, updates or other modification to an Application as directed by FedEx, or follow instructions provided by FedEx regarding use and distribution of FedEx Technology, are failures to comply with the Agreement which will result in independent termination of the Agreement.
- (c) As an accommodation to You, FedEx may elect to suspend Your access to and use of the DRC and other FedEx Technology unless and until You remedy any failure to comply with the Agreement. In such event, FedEx is not waiving its right to terminate the Agreement for such compliance failure; and, for the avoidance of doubt, FedEx may terminate the Agreement for such compliance failure even if you are able to remedy the failure.
- (d) FedEx reserves the right to unilaterally and immediately terminate the Agreement and access to and use of the DRC and other FedEx Technology, Marks, and any services offered through the DRC at any time and for any or no reason upon notice to You. Such termination will not be a breach of the Agreement. FedEx will have no liability for termination of the Agreement pursuant to this provision.
- (e) You may terminate the Agreement at any time and for any or no reason upon thirty (30) calendar days written notice to FedEx. Such termination will not be a breach of the Agreement.
- (f) Upon termination, all licenses granted by the Agreement will terminate immediately. Upon termination, You must: (i) cease all access to and use of the DRC, any FedEx Technology, Marks and other Confidential Information and securely destroy all copies thereof made by You in connection with Your use of the DRC; and, (ii) upon instruction of FedEx, in its sole discretion, remove any and all Marks and Materials (including Distributable Materials) from an Application being used by the End User. FedEx may: (iii) notify the End User and terminate the EULA relating to an Application; (iv) offer to the End User alternative methods to enable them to receive FedEx Services or use the DRC; and, (v) offer to the End User applications similar to an Application from other providers, including any of Your competitors.

Section 9. Downtime and Service Suspensions, Deprecation and Limitations.

- (a) From time to time, access to and use of FedEx Technology may not be available. FedEx does not make any service level or uptime commitments regarding FedEx Technology. FedEx will be entitled, without any liability to You, to suspend access to any portion or all of FedEx Technology at any time: (a) for scheduled downtime to permit FedEx to conduct maintenance or make modifications to any portion of the FedEx Technology; (b) in the event of a denial of service attack or other attack on any FedEx Technology; (c) in the event that FedEx determines that any portion of FedEx Technology is prohibited by law or FedEx otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons; (d) any unanticipated or unscheduled downtime or unavailability for any reason, including as a result of power outages, system failures or other interruptions; or, (e) or any other event that FedEx determines, in its sole discretion, may create a risk to any FedEx Technology, to You or to any other FedEx customer(s) if access to FedEx Technology is not suspended (each and all of the foregoing, "**Service Suspension(s)**"). FedEx will have no liability whatsoever for any damage, liabilities, losses (including any loss of

data or profits) or any other consequences that You may incur as a result of any Service Suspension. To the extent FedEx is able, FedEx will endeavor to provide You with email notice of any Service Suspension in accordance with the notice provisions set forth in Section 15 below and to post updates at www.fedex.com regarding resumption of access to the DRC and the Materials following any such suspension, but will have no liability for the manner in which FedEx may do so or if FedEx fails to do so.

- (b) FedEx may make changes to FedEx Technology or discontinue FedEx Technology or portion or feature(s) of FedEx Technology from time to time. Such changes may impact Your ability to access or use the FedEx Technology (e.g., changes are not backwards compatible). You may need to modify, at Your own expense, the Application and other of Your systems (hardware, software, networks, etc.) in order to continue using FedEx Technology. FedEx will announce a material change or discontinuance of FedEx Technology that You are using. FedEx will have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any change, discontinuation or deprecation of FedEx Technology.

Section 10. Feedback. In the event You elect to communicate to FedEx any Feedback, FedEx will own, exclusively and solely, all right, title, and interest (including, all intellectual property and other proprietary rights) in and to the same, even if You have designated the Feedback as confidential. FedEx will be entitled to use the Feedback without restriction or further compensation to You. You hereby irrevocably assign all right, title and interest (including, all intellectual property and other proprietary rights) in and to the Feedback to FedEx and will provide such assistance as FedEx may require in order to document, perfect, and maintain its rights in and to the Feedback.

Section 11. Confidentiality and FedEx End User Data.

(a) This Agreement, FedEx Technology and all data, materials and other information concerning FedEx Technology or available through the DRC are or contain the confidential and proprietary information of FedEx or its licensors ("**Confidential Information**"). Confidential Information does not include any data, materials or other information made publicly available by FedEx or its affiliates without restriction on use or disclosure. You will not (a) distribute or disclose any Confidential Information to a third party without the prior written consent or instruction of FedEx except as expressly authorized in Section 2 of this Developer Agreement; and (b) use Confidential Information for any purposes other than those expressly set forth in Sections 2 and 3 of this Developer Agreement. You will make no public announcements regarding the Agreement or the inclusion of any FedEx Technology into an Application without the prior written consent of FedEx. You will take all reasonable steps to secure and protect the Confidential Information from any unauthorized use, access or disclosure.

(b) FedEx shall be the sole and exclusive owner of (i) all information originating from FedEx which is transmitted through, inputted into, or processed by the Application; (ii) any FedEx tracking information; and, (iii) End User's or Your FedEx meter number(s) (collectively, (i) through (iii) "**FedEx End User Data**"), regardless of whether FedEx End User Data is provided by FedEx, an End User, End User's customer or You. For the avoidance of doubt, FedEx End User Data includes the information described above even if such information is otherwise (iv) collected by, or stored on the Application or other servers or systems owned or controlled by or to which You have access or (v) provided to You by an End User or End User's customer(s). FedEx End User Data is FedEx's Confidential Information. Absent the prior written permission of both FedEx and the End User, You will not (vi) collect, review, sell, transfer, disclose (other than as required by law), or use (other than as expressly licensed by FedEx hereunder) in any manner any FedEx End User Data; or, (vi) perform or in any manner engage in any data mining activities with respect to any FedEx End User Data. Subject to the terms and conditions of this Agreement, FedEx hereby grants to You a non-exclusive, limited, revocable, non-assignable, non-transferable, royalty-free right to use, collect and review the FedEx End User Data solely to provide an End User, and such End User's respective customers, functionality and services available through the Application with respect to such End User's use of the Application. For the avoidance of doubt, FedEx End User Data relating to one End User may not be provided to another End User, even if in aggregated or anonymized form. Except for the foregoing license, FedEx reserves all rights, title and interest in and to the FedEx End User Data and there are no other licenses, express or implied, to FedEx End User Data.

(c) You will take appropriate technical and organizational measures to ensure a level of security appropriate to the risk of the processing of FedEx End User Data, Confidential Information and any other data (including personal information), taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

Section 12. Disclaimer of Warranty. YOU EXPRESSLY ACKNOWLEDGE AND AGREE FEDEX IS NOT CHARGING YOU A FEE FOR ACCESS TO OR USE OF FEDEX TECHNOLOGY OR MARKS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT FEDEX TECHNOLOGY, INCLUDING ANY SERVICES OFFERED THROUGH FEDEX TECHNOLOGY, AND MARKS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT

WARRANTIES OF ANY KIND. USE BY YOU (AND YOUR AFFILIATES) OF THE DRC, ANY FEDEX TECHNOLOGY, THE MARKS, OR ANY SERVICES PROVIDED THROUGH FEDEX TECHNOLOGY, IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDEX AND ITS REPRESENTATIVES (AS DEFINED IN SECTION 13 BELOW), DISCLAIM AND EXCLUDE ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT. FEDEX DOES NOT WARRANT THAT (A) FEDEX TECHNOLOGY WILL MEET ALL OR ANY OF YOUR REQUIREMENTS; (B) OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE; (C) ANY DEFECT WITHIN FEDEX TECHNOLOGY OR ANY SERVICES OFFERED THROUGH FEDEX TECHNOLOGY WILL BE CORRECTED; OR (D) FEDEX TECHNOLOGY WILL NEVER BE INFILTRATED BY HACKERS OR OTHER UNAUTHORIZED USERS. FEDEX DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF YOUR USE OF FEDEX TECHNOLOGY IN TERMS OF CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. FEDEX MAKES NO REPRESENTATION OR WARRANTY THAT FEDEX TECHNOLOGY OR ANY RELATED SERVICES OR CONTENT IS FREE FROM BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS. FEDEX DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT THROUGH FEDEX TECHNOLOGY. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY FEDEX OR AN AUTHORIZED REPRESENTATIVE OF FEDEX WILL CREATE A WARRANTY. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF ORIGINAL ACCESS TO THE DRC. HOWEVER, SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS AS WELL WHICH VARY FROM STATE TO STATE/COUNTRY TO COUNTRY/TERRITORY TO TERRITORY.

Section 13. Limitation and Exclusion of Remedies and Liability.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION WITH ANY FEDEX TECHNOLOGY OR MARKS IS TO STOP USING THE MARKS AND/OR SUCH FEDEX TECHNOLOGY. You agree that the remedy set forth in this Section 13 is Your sole and exclusive remedy under the Agreement for any dissatisfaction with Your access to or use of (or inability to do either) Marks or FedEx Technology.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT FEDEX IS NOT CHARGING YOU A FEE FOR ACCESS TO OR USE OF FEDEX TECHNOLOGY OR MARKS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FEDEX AND ITS PARENT COMPANY AND SUBSIDIARIES AND AFFILIATES, DIRECT AND INDIRECT, OF ITS PARENT COMPANY, LICENSORS, SUPPLIER, OR ANY OF THE FOREGOING'S RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND/OR AGENTS (COLLECTIVELY, "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 YOUR 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.

FOR THE AVOIDANCE OF DOUBT, SUCH DISCLAIMER APPLIES TO ANY DAMAGES WHETHER ARISING FROM, RELATING TO OR OTHERWISE RESULTING FROM (A) ACCESS TO OR USE OF FEDEX TECHNOLOGY OR MARKS; (B) DEVELOPMENT, DISTRIBUTION, USE, INSTALLATION OR REMOVAL OF AN APPLICATION; (C) INSTALLATION OR REMOVAL OF FEDEX TECHNOLOGY OR MARKS; (D) YOUR INABILITY TO ACCESS OR USE FEDEX TECHNOLOGY OR MARKS FOR ANY REASON; OR, (E) THE AGREEMENT, INCLUDING BREACH THEREOF BY FEDEX.

IN ANY EVENT, THE AGGREGATE LIABILITY OF FEDEX UNDER THE AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU HEREUNDER. THE FOREGOING LIMITATIONS AND EXCLUSIONS WILL APPLY EVEN IF FEDEX, OR AN AUTHORIZED REPRESENTATIVE OF FEDEX, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR A REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR SOME DAMAGES (E.G., INCIDENTAL OR CONSEQUENTIAL). ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, YOU AGREE THAT THE LIABILITY OF FEDEX WILL BE LIMITED TO THE MAXIMUM AMOUNT OF FIFTY DOLLARS (\$50.00).

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FEDEX AND YOU. FEDEX WOULD NOT BE ABLE TO PROVIDE ACCESS TO OR USE OF FEDEX TECHNOLOGY OR MARKS WITHOUT SUCH LIMITATIONS.

Section 14. Indemnification. You will, at Your sole cost and expense, defend, indemnify and hold FedEx, its parent corporation, subsidiaries, affiliates, branches and licensors and their respective officers, directors, employees, agents, representatives, successors and assigns harmless from and against all fines, costs (including reasonable attorney's fees, and the costs of establishing indemnity under this provision), suits, claims, losses, damages, demands, expenses, and judgments (collectively "**Claims**"), arising out of or relating to: (a) an Application (including, infringement, misappropriation or other violation of intellectual property or other proprietary rights by an Application); (b) failure to obtain the EULA prior to allowing an End User to access or use an Application; (c) distributing the Application to more than a single End User or otherwise allowing more than a single End User to access or use an Application; (d) any representation or warranty made by You; (e) any breach or alleged breach of any law, statute, regulation or order by You or an Application; or (f) Your use, or inability to access, use, install or remove, FedEx Technology, Marks, or any services offered by FedEx through the DRC. FedEx may intervene and assume its defense in any such Claims, at its expense and in its sole discretion. You will not settle any such action involving FedEx or FedEx Technology or Marks without the prior written consent of FedEx.

Section 15. Notices.

- (a) Any notice required or permitted to be given to FedEx relating to this Developer Agreement or the functioning of the DRC will be given in writing as addressed below by U.S. Postal Service first class mail or via FedEx Express Overnight Letter delivery service to: Web Integration Solutions Department, FedEx Corporate Services, Inc. 60 FedEx Parkway, Collierville, Tennessee 38017 USA. Any such notice will be effective when received by FedEx.
- (b) Any notice required or permitted to be given to You relating to an Application or breach, termination or suspension of the Agreement will be given either by sending (i) via U.S. Postal Service or FedEx delivery service to the name and address listed in the registration process; or, (ii) via electronic mail (or its equivalent) to the name and address listed in the registration process. Such notice will be effective and deemed received when sent to You.
- (c) Any notice required or permitted to be given to You relating to the Agreement, FedEx Technology, FedEx Services, or Marks may be given by general posting to the various FedEx web sites, including the DRC. Any such notice will be effective and deemed received when posted. In addition, FedEx may elect to provide you notice via one of the methods set out in subsection 15(b); and, notice provided via such method will be effective when sent in accordance with subsection 15(b).

Section 16. Relationship of Parties. You and FedEx are independent contractors acting for their own account, and neither party or its employees or agents are authorized to make any representations or commitments on the other party's behalf unless previously authorized by such party in writing. Neither party is responsible to any End User for the quality of services or products provided directly by the other party or warranties or claims relating to such products. FedEx reserves the right to enter into relationships or agreements with other third parties regarding the subject matter of this Developer Agreement, including, products competitive with Application(s).

Section 17. Waiver. If FedEx fails to give notice or enforce any right under the Agreement, such failure will not constitute a waiver of the same, unless reduced to writing and signed by FedEx. The waiver of any provision will not constitute a waiver of the same or any other provision in the future.

Section 18. Severability. If, for any reason, a court of competent jurisdiction finds any provision of the Agreement, or a portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effectuate the intent of the parties and the remainder of the Agreement will remain in full force and effect.

Section 19. Assignment. FedEx retains the right to assign all or any part of the Agreement to any third party at any time without notice to You. You may not assign, transfer or sublicense the Agreement to any third party without the prior written permission of FedEx. In addition, except for the parent company, subsidiaries and affiliates of FedEx, there are no third party beneficiaries to the Agreement.

Section 20. Export. FedEx Technology (a) is subject to U.S. law, including export restrictions and controls imposed by various statutes and regulations, including the Export Administration Act, the Export Control Reform Act, and the Export Administration Regulations ("**EAR**"), and (b) may be subject to other applicable Trade Control Laws. By agreeing to this EULA, and accessing or using FedEx Technology, You represent, warrant and covenant that: (i) You are in compliance with and will comply with Trade Control Laws regarding export, re-export, and import of FedEx Technology or any other goods, information, software, source code, technology, process, product or service (collectively, "**Items and Services**")

received from FedEx; (ii) You will not use, export, or re-export FedEx Technology or Items and Services received from FedEx in violation of Trade Control Laws; (iii) You are not located in, headquartered in, or incorporated under the laws of any country or territory subject to U.S. territorial economic sanctions or anti-terrorism restrictions under the EAR, including Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region (collectively "**Sanctioned Countries**"); (iv) You are not a person identified on U.S. or other applicable government restricted party lists, including but not limited to the Specially Designated Nationals ("**SDN**") List maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or the Entity List or Denied Persons List maintained by the U.S. Department of Commerce's Bureau of Industry and Security (collectively, "**Restricted Parties**"), or owned or controlled by or acting on behalf of, any Restricted Party or any party located in, headquartered in or incorporated under the laws of any Sanctioned Countries; (v) FedEx and its independent contractors, as applicable, shall not be required under this EULA to be directly or indirectly involved in the receipt from or provision of any FedEx Technology or Items and Services to Sanctioned Countries or Restricted Parties; (vi) no FedEx Technology or Items and Services provided by FedEx will be used in the design or development of nuclear, chemical, or biological weapons or missile technology; and (vii) no FedEx Technology or Items and Services provided by FedEx will be exported, reexported or transferred (in country) entirely or in part to a military end-use, including for incorporation into any military item; for the use, development or production of military items; for any activity that supports or contributes to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production of military items; or for use by a military end-user such as the national armed services (army, navy, marine, air force, or coast guard), the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support military end uses in violation of the EAR as described in the foregoing.

Section 21. Restricted Rights. Pursuant to 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable, FedEx Technology and any related materials and documentation are Commercial Items as defined 48 C.F.R. 2.101 and are licensed to U. S Government end users only as Commercial Items and only with the rights granted to all other end users as provided in the Agreement.

Section 22. Governing Language. The parties hereby confirm that they have agreed that this agreement and all written documents between them be prepared in the English language only and such language will be the governing language.

Section 23. Controlling Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Tennessee, excluding its conflict of laws provision and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Any cause of action with respect to this Developer Agreement, FedEx Technology, Marks or other services available through the DRC must be instituted by You within one (1) year after the claim or cause of action has arisen or be barred. Any cause of action brought relating to or arising from this Developer Agreement, FedEx Technology, Marks or other services available through the DRC must be brought in a court of competent jurisdiction within Shelby County, Tennessee (USA) and You agree to submit to the jurisdiction of such courts. FedEx will also have the right to bring claims against You in the courts of Your jurisdiction, where applicable.

Section 24. Complete Agreement. The Agreement constitutes the entire agreement between You and FedEx with respect to FedEx Technology, Marks and all Application(s) created by you hereunder and supersedes any prior or contemporaneous understandings, representations, statements or agreements, written or oral. No amendment to or modification of the Agreement will be binding on FedEx without FedEx's written consent. The provisions of Sections 1; 2(c) – 2(i); 3(c); 3(e); 4, 5, 6(a)(5); 6(a)(6); 6(b)-(f); 8; and, 9-24 of this Developer Agreement will survive the termination of this Developer Agreement. The headings are provided for convenience only and are not intended to affect the construction or interpretation of the Agreement. All words used in the Agreement are to be construed to be of such gender or number as the circumstances require. The words "including," "includes" or "include" are to be read as listing non-exclusive examples of the matters referred to, whether or not words such as "without limitation" or "but not limited to" are used in each instance. Where the Agreement states that a party "will", "shall" or "must" perform in some manner or otherwise act or omit to act, it means that the party is legally obligated to do so in accordance with the Agreement. The words "date hereof" refer to the date of this Developer Agreement. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase will not mean simply "if." The term "or" will not be deemed to be exclusive. All terms defined in the Agreement will have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. Any reference to a statute is deemed also to refer to any amendments or successor legislation as in effect at the relevant time. Any reference to a contract or other document as of a given date means the contract or other document as amended, supplemented and modified from time to time through such date.