

1. FULFILLMENT SERVICES AGREEMENT

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY REGISTERING FOR THE PORTAL AND ACCEPTING SERVICES, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

This Fulfillment Services Agreement (this "Agreement") contains the terms and conditions under which UPS Supply Chain Solutions, Inc. ("SCS") will provide and/or arrange for warehousing, inventory management, distribution, transportation and other related fulfillment services ("Services") to the Person or entity receiving Services ("Customer") with respect to the goods, packages or property of Customer delivered to SCS ("Goods"), in each case as such Services may be described in the Service Descriptions (defined below). In connection with the provisions of the Services to Customer under this Agreement, SCS will provide Customer with access to an internet-based portal hosted by SCS (the "Portal"), which will initially be located at www.upsefulfillment.com, to manage certain specified aspects of the Services.

NOW, THEREFORE, for good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, SCS and Customer agree as follows:

1. **Term and Termination.** The term of this Agreement begins on the date of completion of Customer's registration for the Portal and will continue until terminated by SCS or Customer ("Term"). The Agreement may be terminated (a) by either party without cause with thirty (30) days' notice to the other party or (b) by SCS on a material breach by Customer upon ten (10) days' notice to Customer with an opportunity to cure such breach during such 10 day period. To the extent that SCS retains any Goods following the termination of this Agreement, the terms and conditions of this Agreement shall govern UPS's liability with respect to such Goods.
2. **Scope of Services.**
 1. This Agreement shall apply to all Services performed by SCS or SCS Affiliates associated with the warehousing and distribution of Goods. The Services may include (a) warehousing, including the receipt and storage, inventory management and other related warehousing and fulfillment services for the Goods, (b) distribution handling services, including preparing for shipment, labeling, and other similar handling activities for the Goods, (c) transportation services originating in the SCS facilities ("SCS Facilities") for the Goods, including carriage of Goods and other similar activities and (d) access to the Portal, in each case as provided by SCS and the SCS Affiliates from time to time.
 2. Customer shall comply with, and SCS's provision of the Services shall be subject to, the service descriptions, guaranteed service commitments and operational parameters for the Services (the "Service Descriptions"). The Service Descriptions, as updated from time to time, are available at the Portal.
 3. The Service Descriptions and the Price Sheet shall be considered "Exhibits" to this Agreement for all purposes hereunder, whether attached as Exhibits hereto or available on the Portal or the Internet, and are hereby incorporated into the Agreement by reference as though fully set forth herein.
 4. SCS may provide Services to Customer pursuant to this Agreement through one or more SCS Affiliates. "SCS Affiliate" means an entity that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with SCS, where the term "controlled by" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.
3. **Fees, Charges and Expenses.**
 1. **Fees, Charges and Expenses.** Customer shall pay to SCS the fees, charges and expenses ("Fees") provided to Customer at the time of registration for the Portal (the "Price Sheet"), with no right of set-off for any claim filed against SCS. Such Fees may be updated by SCS from time to time in SCS's discretion. SCS shall invoice Customer in accordance with the terms set forth in the Agreement. The Fees payable hereunder include Fees for warehousing, distribution handling and transportation Services. If Customer in good faith disputes an amount set forth on an invoice, Customer shall pay the undisputed amount in accordance with the payment terms set forth in the Price Sheet. Customer shall notify SCS of such invoice dispute in writing within fifteen (15) days of the date of the disputed invoice. If Customer does not provide such notice in the time period described above, then Customer shall pay such invoice amounts in full in accordance with the payment terms set forth in the Price Sheet. Customer and SCS will work in good faith to promptly resolve the disputed amount; provided all such

disputed invoice amounts must be resolved within sixty (60) days of Customer's written notice to SCS as described above. Once the parties have resolved the dispute, Customer shall promptly pay all previously disputed and resolved amounts for which Customer is responsible. If such invoice dispute is not resolved within the sixty (60) day time period described above, then SCS shall be entitled to charge Customer a late payment charge as described in Section 3.2 below. Such late payment charge shall commence on the sixty-first (61) day after the date of Customer's written notice to SCS specifying the disputed amount and shall be calculated on the amount in dispute. All Fees will be billed and paid in the currency of the country in which the Services are provided, unless otherwise provided in the Price Sheet. The Fees set forth therein may be adjusted at any time by UPS providing an updated Price Sheet to Customer.

2. **Late Payments.** If Customer fails to make a payment of the Fees when due, Customer shall pay to SCS a late payment Fee, which is equal to one and one-half percent (1.5%) of the unpaid amount of such Fees. Such late payment Fee will be invoiced for any month where Customer fails to make a payment of the undisputed Fees when due. If payment on undisputed Fees is late by more than 60 days following the payment due date, SCS has the right to cease provision of Services. If payment on undisputed Fees is late by more than 120 days following the payment due date, Customer's goods will be considered abandoned and will become the property of SCS. At such time, SCS will dispose of the goods, including by selling the goods, at SCS's option, by private sale, without further notice or liability to Customer.
3. **Taxes.** Customer shall pay, defend, indemnify, and hold SCS and its Affiliates harmless from and against all sales, use, personal property, or other taxes (including any penalties, fines or interest thereon), except for taxes on revenue earned by SCS, imposed by any federal, state or local government or taxing authority with respect to the Services performed by SCS under this Agreement.
4. **Title to Goods.**
 1. **Title to Goods.** Title to Goods will remain with Customer. Customer shall be responsible for insuring the Goods while they are in the care, custody and control of SCS.
 2. **Lien Rights.** Notwithstanding anything in the Agreement to the contrary, nothing in this Agreement is to be deemed to waive or otherwise limit any lien rights that SCS or the SCS Affiliates may have under applicable law with respect to the Goods.
5. **Prohibited Goods.**
 1. **Hazardous Materials, Dangerous Goods and Other Regulated Goods.**

SCS will not handle, receive, accept, ship, carry, dispose of, transport, store, or arrange for the handling, disposal, storage or transportation of: (i) any type of hazardous materials, dangerous goods, or Goods containing hazardous materials or dangerous goods regulated under Title 49 of the Code of Federal Regulations ("49 CFR") or the International Civil Aviation Organization Technical Instructions for the Safe Transport of Dangerous Goods by Air, and the International Air Transport Association ("IATA") Dangerous Goods Regulations, or (ii) any type of Goods, which may be regulated by a governmental body, entity or agency, including but not limited to those Goods, which are regulated by the United States Food and Drug Administration, the United States Department of Agriculture, the United States Drug Enforcement Administration, the United States Bureau of Alcohol, Tobacco, Firearms and Explosives, and analogous regulatory agencies in countries in which the Services are provided (collectively, "Regulated Goods"). "Regulated Goods Laws" shall mean any current or future federal, state, or local laws, ordinances, or common law of any country or jurisdiction applicable to Regulated Goods. Customer represents and warrants that: (i) it will not itself or through others offer, present or otherwise tender any "Hazardous Waste", as defined under Title 40 of the Code of Federal Regulations, to SCS, its affiliates, assignees, agents or subcontractors under this Agreement; (ii) it shall not offer, present, or otherwise tender Regulated Goods to SCS, its affiliates, assignees, agents or subcontractors under this Agreement except in conformity and full compliance with the Agreement and all Regulated Goods Laws, (iii) any Regulated Goods are authorized, fit, and safe for storage, warehousing, distribution, transportation, and/or to be otherwise handled or addressed in accordance with the Agreement at the time and in the condition in which they are tendered, and do not contaminate or have the potential to contaminate or otherwise adversely affect SCS' facilities or other Goods or items contained in such facilities, (iv) any storage or handling equipment, software, packaging, materials, specifications, procedures, and instructions supplied by, or otherwise provided on behalf of, Customer to SCS are qualified or validated for their intended uses and otherwise in full compliance at all times with Regulated Goods Laws, (v) any person to whom, and any address to which, Customer requests that Regulated Goods be sent is authorized to receive relevant Regulated Goods; and (vi) to the extent that Customer is required to register with, obtain a license from, or make any notification or

report to any governmental entity, Customer has done so. Customer acknowledges and agrees that it is the primary distributor or other primarily responsible person of record for any Regulated Goods and, to the extent that SCS prepares or signs any distribution papers or other documentation, it will do so as the express authorized agent of Customer.

2. Customer agrees that it shall not provide Goods that are prohibited or restricted under the Service Descriptions (together with Regulated Goods, "Prohibited Goods").
3. Customer agrees to indemnify, defend and hold harmless SCS and the SCS Affiliates, their officers, directors, employees, agents (the "SCS Indemnified Parties") from all claims, demands, causes of action, expenses, enforcement procedures, suits of any kind or nature and any other liabilities including but not limited to, fines, penalties, liquidated damages, storage charges, duties, fees, taxes, late payment fees or other money due (collectively, "Claims") arising from or relating (a) to a shipment in violation of any Regulated Goods Laws, (b) a shipment of Prohibited Goods or (c) any breach of this Agreement (including the Service Descriptions).

6. Import and Export Laws.

1. The parties acknowledge and agree that all activities hereunder, including the export, re-export, import, transshipment, transfer, release, delivery, or pickup (collectively the "Trade Activities") of all Goods, as well as any software or technology provided to SCS by Customer or on behalf of Customer ("Software or Technology"), are subject to applicable U.S. and non-U.S. laws, including any statutes, executive orders, regulations, governmental agency decisions, judicial decisions, or any other written decrees that have the force and effect of law in the country in question (collectively, "Law" or "Laws") governing the import and export of Goods and Software or Technology, including, but not limited to, laws concerning exports and economic sanctions, and customs laws, (collectively, "Import and Export Laws").
2. Customer represents and warrants that: (i) Customer is responsible for complying with all Import and Export Laws applicable to the Trade Activities of any Goods, Software, or Technology from any country and in connection with such activities; (ii) Customer shall act as the importer, exporter, or other principal party (as the case may be) under such laws; (iii) Customer is solely responsible for: (a) properly classifying under the Import and Export Laws all Goods, Software, or Technology; (b) obtaining any required licenses and other authorizations for all Trade Activities; (c) correctly completing and filing with any government, as appropriate, all documents required under the Import and Export Laws; (d) ensuring that all export-related documents, including shipping and sales documents, generated in connection with the Services performed pursuant to this Agreement conform to and are maintained in accordance with the Import and Export Laws; and (e) providing accurate and complete written instructions to SCS and the carrier in advance of such Trade Activities.
3. Customer agrees to indemnify, defend and hold harmless the SCS Indemnified Parties from all Claims arising from or relating to Services arising from the Customer's non-compliance with Laws (including relating to Laws of origin and destination countries), or UPS requirements applicable to the shipment.

7. SCS's Liability Limitations and Immunities for Goods.

1. **Liability Limitation - Warehousing and Distribution.** As to Services under this Agreement, and except as otherwise agreed in writing between SCS and Customer the maximum annual liability of SCS, SCS Affiliates and their third-party subcontractors arising out of or related to loss or damage to Goods other than during the provision of transportation Services, however caused, shall not exceed ten percent (10%) of the revenue received by SCS for Service performed under this Agreement for the twelve (12) month period preceding the loss or damage for the portion of the Goods lost or damaged following receipt of such Goods solely to the extent in excess of the Shrinkage Allowance. "Shrinkage Allowance" means 0.5% of the annual aggregate volume of inbound and outbound Goods divided by 2. Customer and SCS agree that the Agreement sets forth a reasonable limitation of liability based upon the value of the Goods, the parties' respective business interests and rates charged. In the event of loss or damage subject to mandatory applicable Law which invalidates SCS's otherwise applicable maximum contractual liability hereunder, SCS's liability shall be limited to the lowest amount permissible by / in accordance with such applicable Law. The knowledge of SCS or any SCS Affiliate of the value of Goods and/or Customer's declaration of the value of the Goods to SCS or any SCS Affiliate in regular course or for any other purpose, such as for Customs purposes, shall in no event constitute a declared value of the Goods for liability purposes. Customer waives all rights of subrogation on behalf of its insurers for any loss or damage in excess of SCS's liability as agreed and determined under this Section 7. SCS shall have no liability for lost or damaged Goods (i) below the Shrinkage Allowance, if any, set forth in the applicable Service Description, (ii) caused by any defects in the packaging, design or manufacture of such Goods, (iii) attributable to carriers (contract or otherwise), (iv) delivered to SCS in damaged condition, (v) attributable to

concealed damage, quality or vice of the Goods, (vi) data entry errors, (vii) a result of the negligence or intentional misconduct of Customer or any of its employees, agents or subcontractors or (viii) caused by a Force Majeure Event. WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL SCS OR SCS AFFILIATES BE LIABLE FOR AN AMOUNT GREATER THAN THE VALUE OF THE AFFECTED PORTION OF THE GOODS. SCS's liability, if any, shall be predicated on a duty of reasonable care, and SCS shall have no liability for any damages not directly attributable to SCS's breach of such duty. Customer must submit claim for such damages.

2. **Liability Limitation – Transportation.** Transportation Services shall be provided by the applicable UPS Affiliate directly to Customer. SCS, SCS Affiliates and their third-party subcontractors collective liability arising out of or related to loss or damage attributable to transportation Services provided by SCS Affiliates shall be in accordance with the terms and conditions of the SCS Affiliate in whose care the shipment was in when the loss or damage occurred. The terms and conditions are available as described in Section 17 of this Agreement. For clarity, guaranteed service commitments for transportation Services and remedies for failure to meet such guaranteed service commitments are described in the Service Descriptions.
3. **Liability Limitation.** SCS, SCS AFFILIATES AND THEIR THIRD-PARTY SUBCONTRACTOR'S LIABILITY FOR ANY DAMAGES, PENALTIES OR LOSS, REGARDLESS OF FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE RELATED TO USE OF, INABILITY TO USE, OR PERFORMANCE OF THE PORTAL, WILL NOT EXCEED, IN THE AGGREGATE, ONE THOUSAND DOLLARS (USD \$1,000), ANY CLAIM FOR DAMAGES IN EXCESS THEREOF BEING EXPRESSLY WAIVED BY CUSTOMER. TO THE EXTENT THAT SCS PROVIDES ANY WARRANTY OR GUARANTY OF ACCURACY OR COMPLETENESS (OR SIMILAR WARRANTY OR GUARANTY) WITH RESPECT TO THE ITEMS TO BE CONTAINED WITHIN A PARTICULAR SHIPMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT THERETO SHALL BE, AT SCS'S OPTION (A) RETURN OF SUCH GOODS TO SCS AND REFUND OF THE FEES PAID BY CUSTOMER WITH RESPECT TO SUCH SHIPMENT OR (B) PROMPT CORRECTION OF SUCH INACCURACY OR INCOMPLETENESS BY SCS.
4. **Liability Limitation – Indirect Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PURELY ECONOMIC LOSSES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, USE, INCOME, BUSINESS OPPORTUNITIES, COSTS OF ALTERNATIVE MEANS OF TRANSPORT, MERCHANTABILITY, OR CUSTOMER GOODWILL, OR FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF SUCH LOSSES OR DAMAGES OR WHETHER PLED UNDER TORT, CONTRACT OR ANY OTHER LEGAL THEORY. SCS, SCS AFFILIATES AND THEIR THIRD-PARTY SUBCONTRACTOR SHALL HAVE NO LIABILITY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS EXCLUSION APPLIES TO DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE, WHETHER OR NOT RELATED TO THE GOODS BEING STORED OR TRANSPORTED.
5. **Liability of SCS Affiliates:** The liability of SCS under this Agreement shall constitute the total and collective recovery rights of Customer as against SCS, SCS Affiliates and/or their subcontractors participating in the performance of the Services. The liability limitations inuring to SCS's benefit under this Agreement shall equally inure to the benefit of SCS Affiliates and their subcontractors, each of whom shall be a third party beneficiary of this Agreement to the extent necessary to enforce this Section 7.
8. **Claim Procedure, Time for Claim and Suit against SCS and Waiver:** As a condition precedent for SCS's liability for lost or damaged goods, any and all claims against SCS for a potential or actual loss or damage to Goods must be filed in writing within fifteen (15) days from the event giving rise to the claim (or such other time period as set forth in the Service Descriptions), or such claim is otherwise waived. Any litigation is required to be brought by Customer against SCS under this Agreement within two (2) years from the event giving rise to the claim, or such claims are otherwise irrevocably waived.
9. **Filing of Claims.** Unless otherwise set forth in the Service Descriptions, Service Guides, SurePost Terms or UPS-MI Terms or otherwise expressly required by applicable statute, international convention or other mandatory national Law, all claims against SCS for a potential or actual loss or damage to Goods must be filed in writing within fifteen (15) days from the date the Goods leave the care, custody or control of SCS except to the extent the claims filing requirements set forth in a transportation document issued in conjunction with the Services will apply for claims arising from loss or damage to Goods. No settlement will be made on any claim made by SCS in favor of Customer until Customer has paid all undisputed, outstanding Fees. As part of the Services, SCS may provide administrative claim management assistance to Customer.

10. **Portal.**

1. **Right to Access.** SCS grants to Customer a limited, personal, nontransferable, non-sublicensable, revocable right to access and use the Portal to administer the Services as available at the Portal. Customer may authorize its employees and Customer agents and contractors ("Users") to access and use the Portal consistent with this Agreement on its behalf.
2. **Credentials.** SCS will issue to User a login ID and password ("Credentials"). Customer will ensure each User only uses its assigned Credentials when accessing the Portal and does not disclose its assigned Credentials to any other person or entity. CUSTOMER SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR AND, AT YOUR SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS SCS, SCS AFFILIATES AND SCS SUBCONTRACTORS PARTICIPATING IN THE PERFORMANCE OF THE SERVICES HEREUNDER FOR ANY AND ALL DAMAGES INCURRED OR SUFFERED BY SUCH ENTITIES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF OR ACCESS TO THE PORTAL AND ITS ASSOCIATED DATA BY ANY PERSON OR ENTITY THAT GAINS ACCESS THROUGH USE OF CREDENTIALS ISSUED TO USERS WHETHER OR NOT AUTHORIZED BY CUSTOMER.
3. **Customer Account Information.** By providing account access information associated with a third party e-marketplace, including without limitation, user name, passwords, and other log-in information or content ("Customer Account Information") to SCS through the Portal, Customer acknowledges and agrees that SCS may use and store such Customer Account Information consistent with the UPS Privacy Notice including use of Customer Account Information for the purpose of providing the Services. By Customer or a User providing Customer Account Information to SCS, Customer represents that (1) Customer is authorized to access the e-marketplace associated with such provided Customer Account Information and to use the e-marketplace through the associated account, and (2) Customer is authorized and entitled to submit Customer Account Information to SCS and to authorize SCS to access and use the associated e-marketplace through Customer Account Information as Customer's agent, without any obligation by SCS to pay any fees or other limitations. Customer acknowledges that use by SCS of Customer Account Information will result in the transfer of Customer information from the associated e-marketplace to SCS in the U.S. for access, storage and use consistent with the UPS Privacy Notice. Customer expressly authorizes such transfer to and use by SCS.
4. **Access to and Use of Customer Information.** Customer acknowledges and agrees that, by using the Services, Customer expressly authorizes SCS to access Customer's account maintained by a third party e-marketplace on Customer's behalf as Customer's agent. SCS will access the third party e-marketplace and submit the Customer Account Information to log in to the third party e-marketplace and retrieve information associated with Customer's account. For purposes of Customer's use of the Services, Customer grants SCS a limited power of attorney and appoints SCS as its attorney-in-fact and agent to access participating third party e-marketplace, retrieve and use Customer's information with the full power and authority to do and perform each thing necessary in connection with such activities as Customer could do. CUSTOMER ACKNOWLEDGES AND AGREES THAT WHEN SCS IS ACCESSING AND RETRIEVING CUSTOMER INFORMATION FROM A THIRD PARTY E-MARKETPLACE, SCS IS ACTING AS CUSTOMER'S AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY E-MARKETPLACE.
5. **Third Party e-Marketplaces.** Customer acknowledges and agrees that the Portal provides Customer access to third party e-marketplaces and such access is provided solely as a convenience to Customer and not as an endorsement by SCS of the content on the third party e-marketplaces. SCS makes no representations or warranties regarding the correctness, accuracy, performance, or quality of any content, software, service, or application found at any third party e-marketplace. Customer understands and agrees that the Services are not sponsored or endorsed by any third party e-marketplace accessible through the Portal. If Customer decides to access any of a third party e-marketplace through the Portal, Customer does so at its own risk. SCS is not responsible for the availability of any third party websites. In addition, Customer's use of the third party e-marketplace remains subject to any applicable policies and terms and conditions of that third party e-marketplace.
6. **Outbound Links.** The Portal may contain links to third-party Websites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience and not as an endorsement by SCS of the content on such Linked Sites. SCS makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. SCS is not responsible for the availability of the Linked Sites or the content or activities of such sites. In addition, a User's use of Linked Sites is subject to any applicable policies and terms and conditions of use (e.g., Privacy Notice).

7. **Suspension of Rights.** SCS may suspend Customer's or a Users' rights to access any part of the Portal in SCS's sole discretion including without limitation, to (1) prevent access to any part of Portal that is not in compliance with the terms and conditions of this Agreement; (2) correct a material error in the Portal or (3) comply with any Law.
 8. **Use of Information.** Customer may use data returned through the Portal (the "Information") within its business to manage the Services provided under this Agreement for the Customer's sole benefit, and not for the benefit of others. For clarity, Customer is not authorized to resell, distribute, redistribute or granting access to the Portal or Information to third parties, or use of the Portal or Information to provide transportation or logistics services to a third party.
 9. **Portal Availability.** The Portal is scheduled to be available twenty-four (24) hours a day, seven (7) days a week (other than when unavailable for maintenance); however, SCS does not guarantee the availability of the Portal, or that access will be uninterrupted or error-free. SCS reserves the right to interrupt, limit, or suspend the Portal from time to time for purposes of maintenance, upgrades and similar reasons. Customer agrees that SCS shall not be held responsible or liable for any damages arising from any interruption or unavailability of the Portal, regardless of the cause.
 10. **Contaminants.** Customer agrees not to, and will ensure End Users do not, associate, input or upload to the Portal any virus, Trojan horse, worm, time bomb or other computer programming routines (i) that are intended to damage, interfere with, intercept or expropriate the Portal or (ii) that infringe the intellectual property rights of SCS or another.
 11. **Terms of Use.** Customer will comply with all of the terms of use ("Terms of Use") related to the Portal and the use of the Portal as set forth on the landing page of the Portal, as may be modified from time to time by SCS.
11. **Confidentiality.** As used herein, the term "Confidential Information" means the terms of this Agreement or any Exhibit that are not otherwise publicly available on SCS's designated website and any other non-public information relating to the business, technology, operations and financial condition of a party that a reasonable person would consider confidential or proprietary to the disclosing party based on the nature of the information or the circumstances regarding its disclosure. The party receiving such Confidential Information will not disclose such Confidential Information to any third party except as permitted herein and shall not use such Confidential Information for any purpose except as necessary to perform its obligations under this Agreement. The receiving party shall exercise the same degree of care to avoid disclosure of such Confidential Information as it employs with respect to its own Confidential Information, but not less than reasonable care. The obligations under this Section 11 shall remain in effect for a period of two (2) years from the date of its disclosure, except with respect to: (i) the terms of this Agreement or any Exhibit or Operating Policy that are not otherwise publicly available on SCS's designated website, which such obligations shall remain in effect for the term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement; and (ii) Confidential Information that rises to the level of a trade secret (as defined under applicable Law) which such obligations shall remain in effect for the greater of: (A) two (2) years from the date of its disclosure, or (B) for as long as such information remains a "trade secret" as determined by applicable Law. The obligations under this Section 11 shall not apply to such information that: (a) is now or hereafter becomes publicly available without violation of this Agreement; (b) was known to the receiving party prior to the time of disclosure without obligation to preserve confidentiality; (c) was received by the receiving party from a third party without obligation to preserve confidentiality; (d) was independently developed by the receiving party; or (e) is authorized to be disclosed by the disclosing party. In the event that disclosure of Confidential Information is required by Law, regulation or legal or judicial process or pursuant to a request from a governmental authority, the receiving party will notify, to the extent such notice is permitted by Law, the disclosing party of the obligation to make such disclosure sufficiently in advance of the disclosure to allow the disclosing party a reasonable opportunity to object. In the event of required disclosure, the receiving party shall disclose only the particular Confidential Information directly required to be disclosed. If the receiving party, based on the written opinion of its legal counsel, is required to disclose any Confidential Information pursuant to a securities filing or other regulatory filing requirement, the receiving party shall give the disclosing party thirty (30) days written notice to enable the parties to discuss the matter. The parties shall use commercially reasonable efforts to come to agreement regarding which Confidential Information may be disclosed hereunder by the receiving party in connection with a securities filing or other regulatory filing requirement. Notwithstanding the foregoing, Confidential Information shall not include Shipping Information. "Shipping Information" means information that (a) is UPS transportation operations information such as vehicle routing and mapping information (which information shall be deemed to be UPS Confidential Information); (b) is contained in a package or on the exterior of a package, including information in plain text or bar code form on shipping labels; or (c) constitutes package level detail (as described in the UPS Tariff/Terms and Conditions of Service), which UPS may use in accordance with the UPS Privacy Notice in effect at the time of shipping, available at www.ups.com, or as otherwise permitted by law.

12. **Force Majeure.** If and to the extent that SCS or the SCS Affiliates may be precluded or delayed from performance hereunder by: (a) acts of war, acts of public enemies, terrorist attacks, insurrections, third party theft (including, but not limited to, hijacking, armed robbery and breaking and entering), riots, sabotage, earthquakes, floods, acts of God, embargoes, authority of Laws, labor disputes (including strikes, lockouts job actions, or boycotts); or (b) fires, air conditions, explosives, failure of electrical power, heat, light, air conditioning or communications equipment (provided that the events described in clause (b) are not due to such party's fault or negligence of the party claiming relief under this Section 12); or (c) other events beyond its reasonable control (each a "Force Majeure Event"), such performance will be excused to the extent and for the time period necessitated by such Force Majeure Event. This provision does not apply to Fees owed by either party to the other. SCS is not liable for any loss or damage to Goods caused by a Force Majeure Event, and Customer shall have the risk of loss for such loss or damage and the responsibility to insure against the same. If SCS takes steps outside the ordinary course of business to protect Goods due to a Force Majeure Event, Customer shall pay the storage or other similar charges associated with SCS' efforts.
13. **Insurance.** Each party shall maintain commercial general liability insurance including premises or operations, broad form property damage, independent contractors, and contractual liability covering its obligations hereunder for bodily injury and property damage, with a combined single limit of not less than \$1,000,000 each occurrence. In addition, SCS shall maintain workers' compensation insurance in statutory amounts covering SCS and its employees, and employer's liability insurance, and Customer shall maintain, during the term of this Agreement, product liability insurance in an amount not less than \$2,000,000 on a per occurrence basis. All insurance required herein, by either party, will be carried with insurance companies licensed to do business in the legal jurisdictions where operations are maintained. All policies will provide that such coverage under these policies will not be canceled or materially changed without at least thirty (30) days prior written notice to the other party.
14. **Independent Contractor.** SCS is an independent contractor under this Agreement. Each party shall comply with all payroll tax withholdings, social security, unemployment and related employer obligations applicable to it and its employees. Except as set forth in a duly authorized power of attorney, neither party will hold itself out as an agent of or in a joint venture with the other party and neither party will have authority to act on behalf of the other party.
15. **Dispute Resolution Process.** Subject to SCS's rights under Section 3 (relating to disputes regarding Fees or their payment) and Section 17 (relating to transportation disputes), the parties agree to utilize the dispute resolution process to resolve any dispute, claim or question between them with respect to this Agreement set forth in the Service Descriptions ("Dispute") as expeditiously as possible in accordance with this Section 15. The parties shall keep confidential and shall not disclose to any person, except as may be required by Law, all aspects of the Dispute and the Dispute resolution process. Except as otherwise set forth in this Agreement, any Exhibit hereto, the parties shall follow the Dispute resolution process described in this Section 15 to resolve all Disputes.
16. **Warranties.** THE WARRANTIES OF THE PARTIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY THE PARTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, OF TITLE OR NONINFRINGEMENT, OF FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED AND WAIVED. IN ANY JURISDICTION, WHICH DOES NOT ALLOW THE EXCLUSION, WAIVER OR LIMITATION OF IMPLIED WARRANTIES, ANY IMPLIED WARRANTIES, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS OF ANY SUCH JURISDICTION, ARE LIMITED TO THE TERM OF THIS AGREEMENT AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN.
17. **Transportation Services.**
 1. **Small Package Services.** Customer agrees that small package transportation Services will be provided by SCS's Affiliate, United Parcel Service, Inc. ("UPS") and will be in accordance with the applicable UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping (collectively, "Service Guides") (available upon request and on the Internet at www.ups.com) other than any guaranteed service commitments therein. Guaranteed service commitments for transportation Services are described in the Service Descriptions. In the event of a conflict between the terms of the Service Guides and this Agreement with respect to small package transportation Services (other than service commitments), the terms of the Service Guides shall prevail.
 2. **SurePost Services.** Customer agrees that SurePost transportation Services will be provided by SCS's Affiliate, UPS and will be in accordance with the applicable SurePost Terms and Conditions in effect at the time of shipping (collectively, "SurePost Terms") (available upon request and on the Internet at https://www.ups.com/media/en/SurePost_Terms.pdf). In the event of a conflict between the terms of the

SurePost Terms and this Agreement with respect to SurePost transportation Services, the terms of the SurePost Terms shall prevail.

3. **Mail Services.** Customer agrees that mail transportation Services will be provided by SCS's Affiliate, UPS Expedited Mail Services, Inc. ("UPS-MI") and will be in accordance with the applicable UPS-MI Service Terms and Conditions in effect at the time of shipping ("UPS-MI Terms") (available upon request and on the internet at http://www.upsmailinnovations.com/includes/global/service_terms.html). In the event of a conflict between the terms of the UPS-MI Terms and this Agreement with respect to mail transportation Services, the terms of the UPS-MI Terms shall prevail.

18. **Indemnification.**

1. Customer shall indemnify, defend and hold harmless the SCS Indemnitees from and against all Claims arising out of or in connection with (i) the design, manufacture, packaging, marketing, use or sale of the Goods, (ii) Customer's instructions regarding such Goods, (iii) infestation, contamination, property damage or personal injury caused by the Goods; (iii) any and all costs associated with SCS's acceptance of Goods shipped to SCS or an SCS Affiliate in violation of this Agreement; (iv) product recalls with respect to Goods; and (v) any negligent act or omission or willful misconduct by Customer.
2. With respect to a Claim for which indemnification is sought under this Agreement, SCS shall provide Customer with (a) prompt written notice, (b) tender of the defense or settlement (if so elected by SCS in its sole discretion), and (c) full cooperation in the defense. Failure to give prompt written notice of a Claim will not affect the SCS Indemnitees' right to indemnification unless the failure materially and adversely affects the rights, remedies or liability of the Customer. If the Customer fails to honor a timely request for indemnification, the SCS Indemnitees are entitled to all costs (including reasonable attorneys' fees) incurred in the enforcement of its indemnification rights. The Customer shall not make a compromise or settlement of a Claim without the SCS Indemnitees' consent unless all of the following apply: (i) there is no finding or admission of any violation of Law or any violation of any person's rights by SCS Indemnitees, (ii) there is no effect on any other Claim by or against SCS Indemnitees, (iii) the sole relief is monetary damages that are paid by the Customer, and (iv) the compromise or settlement contains an unconditional requirement to provide by the claimant or the plaintiff to the SCS Indemnitee a release from all liability in respect of such Claim. The SCS Indemnitees shall have no liability for any compromise or settlement made without its consent.

19. **General Provisions.**

1. **Assignment; Third party Beneficiaries; Successors-in-Interest.** The rights and obligations under this Agreement may not be transferred or assigned to a third party by either party without the prior written consent of the other party; provided, however, SCS may transfer or assign all or part of its rights and/or obligations of this Agreement to one or more of its Affiliates, agents, or subcontractors. Under no circumstances may Customer resell any of the Services to any third party without the express written consent of SCS. There are no third party beneficiaries under this Agreement, except that SCS's Affiliates, subcontractors and agents that perform Services are third party beneficiaries of SCS's rights, remedies and benefits under this Agreement. Any successors-in-interest to a party to this Agreement or assignees to this Agreement shall be subject to all of the terms and conditions of this Agreement.
2. **Amendments; Waiver; Severability.** This Agreement may only be modified or amended by SCS providing an updated version of this Agreement to Customer by means of the Portal or otherwise. Any modifications to the Agreement, including without limitation any modifications to the warranty disclaimers or limitations of liability, will supersede the prior Agreement for all use of the Services occurring after posting or availability of the modified Agreement, and the continued use of the Services after posting or availability of the modified Agreement constitutes your agreement to the modifications.
3. **Survival.** The rights and obligations of this Agreement, which by their nature are intended to survive expiration or termination will survive, including but not limited to: Sections 3, 4, 5, 6, 7, 8, 9, 11, 15, 16, 17, 18 and 19.
4. **Controlling Law.** This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of laws provisions.

5. **No Use of Trademarks.** Neither party may use the other party's or its affiliates' name, logo, trademarks, service marks or trade names without in each instance the other party's prior written consent; provided, however, SCS may disclose Customer's name as a reference to any current or prospective customer.
6. **Intellectual Property Rights.** Customer and SCS acknowledge that the other has certain intellectual property rights that may be revealed or provided to the other party in accordance with this Agreement. Each party acknowledges that this Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other except the limited rights related to Customer's access to and use of the Portal specifically provided in this Agreement. Any intellectual property remains the originator's property unless otherwise provided herein.
7. **No Breach of Other Agreements.** Customer and SCS each respectively represent and warrant that its execution of this Agreement does not violate any applicable law or breach any other agreement to which it is a party or is otherwise bound.
8. **Notice.** Except where specifically provided otherwise, any notice required or permitted to be given is to be given (a) in writing at the address listed below by personal delivery, UPS Next Day Air® or certified mail, return receipt requested or (b) in the case of a notice given to Customer, SCS may provide notice to Customer through the Portal. The date of notice is as follows: the date upon which such notice is so personally delivered; if by UPS Next Day Air®, the date of receipt at the designated address; or if by certified mail, the date of delivery.

To SCS:

UPS Supply Chain Solutions, Inc.
Global Contracts Department
12380 Morris Road
Alpharetta, GA 30005

with Copy to:

United Parcel Service, Inc.
Office of General Counsel
55 Glenlake Parkway
Atlanta, GA 30328

To Customer: At the address registered by Customer at the Portal.

9. **Entire Agreement.** This Agreement, its Exhibits and other agreements incorporated by reference herein, sets forth the full and complete understanding of the parties with respect to the matters herein and supersedes any and all agreements and representations between the parties made or dated prior to the Effective Date with respect to the subject matter hereof, including any agreements regarding confidentiality.
10. **Order of Precedence.** In the event of a conflict between the terms the body of this Agreement and the terms of an Exhibit, the terms of this Agreement will control; provided, however, that if an Exhibit expressly supersedes the terms of the body of this Agreement, then the applicable Exhibit shall control.
11. **Subcontractors.** SCS may subcontract all or portions of the Services to its parent, affiliates or third party service providers. SCS may disclose to its parent, affiliates or third party service providers any Customer Confidential Information and Shipping Information necessary to perform the Services. If SCS provides customs brokerage Services in connection with this Agreement, Customer hereby authorizes and appoints SCS (including its successors and assigns) to share records referenced in 19 C.F.R., Parts 111 and 163, including any documents, data or information pertaining to the business of Customer, with its parent and any or all of its affiliates.