

**UPS TRACKPAD® HOSTING SERVICES APPENDIX
TO THE UPS TRACKPAD® TERMS AND CONDITIONS
UPSPSITPH02-0618**

The provision of all Hosting Services (as defined below) performed by UPS Professional Services, Inc. (“UPS-PSI”) are governed by this UPS Trackpad® Hosting Services Appendix to the UPS Trackpad® Terms and Conditions (the “Trackpad Hosting Appendix”). This Trackpad Hosting Appendix is hereby incorporated into and made subject to the Client Agreement entered between UPS-PSI and the identified customer (“Client”), including the General Terms and Conditions and the UPS Trackpad® Terms and Conditions, and all schedules, exhibits, and addenda thereto (all of the foregoing, collectively, the “Client Agreement”). Capitalized terms used herein but not defined have the meaning ascribed to such terms in the UPS Trackpad® Terms and Conditions or the General Terms and Conditions, as applicable.

1. Definitions.

a. “Hosted Software” means UPS-PSI’s proprietary software for the UPS Trackpad® Solution, in object code format, which is hosted by or on behalf of UPS-PSI to enable Client’s access, rather than being installed on computer systems owned or operated by Client.

b. “Hosting Services” means the operation and provision of the UPS’s hosting platform for the UPS Trackpad® Solution to Client on computer systems operated by or on behalf of UPS-PSI.

2. Hosting Services. Subject to Client’s payment of the required fees as described in Section 6, UPS-PSI will provide the Hosting Services to Client in accordance with this Trackpad Hosting Appendix. Client may only access the Hosting Services from personal computers located at the addresses set forth on applicable Purchase Orders, which must be located within the United States (the “Authorized Sites”) for Client’s internal purposes during the term of this Appendix.

3. Limitations. Client understands and acknowledges that certain software programs and content on or embedded in the Hosting Services are the property of UPS-PSI’s licensors, and that Client’s right to access, execute, and use the Hosting Services is subject to the rights of such licensors. Client will not publish, disclose, or otherwise make available to any third party the Hosting Services. Client will not rent, lease, encumber, pledge, lend, copy, make available, distribute, or act as a service bureau as to the Hosting Services or any component thereof. Client will not reverse engineer, decompile, or disassemble the Hosted Software, Hosting Services, or any component thereof.

4. Installation. Client acknowledges that UPS-PSI has no obligation to perform any professional services for installation in connection with the Hosting Services. UPS-PSI’s sole obligation with respect to the Hosting Services is to permit access to such Hosting Services by the Client and its end users as permitted under this Trackpad Hosting Appendix. Client may have the option to purchase installation services at UPS-PSI’s then current services rates. Notwithstanding the above, Client acknowledges that UPS-PSI will not grant any credits, refunds, or rights of exchange for Hosting Services, maintenance, or hardware related to any installation services.

5. Conditions of Use.

a. Acceptance. Client will be deemed to have accepted the terms and conditions of this Trackpad Hosting Appendix upon Client’s signing and returning to UPS-PSI an executed Client Agreement, Purchase Order for Hosting Services, an amendment incorporating this Trackpad Hosting Appendix, or the commencement of any Hosting Services, whichever occurs first. The banking, negotiation, or other use of any payment will not constitute an acceptance by UPS-PSI.

b. Information Submitted by Client. Client grants UPS-PSI a limited, non-exclusive, non-transferable, non-assignable, royalty-free license to use any and all information that Client submits to UPS-PSI in connection with UPS-PSI’s provision of the Hosting Services to the Client, for all purposes related to the performance of the Hosting Services and enforcement of UPS-PSI’s rights under this Trackpad Hosting Appendix.

c. Right to Monitor Compliance. UPS-PSI reserves the right to monitor Client’s use of the Hosting Services, including through license keys or similar measures, to confirm compliance with the requirements of this Trackpad Hosting Appendix.

6. Hosting Fees. Client agrees to pay to UPS-PSI, or its designated subcontractor or distributor the fees set forth on the applicable Purchase Order for (a) hardware and implementation fees payable up-front, and (b) monthly subscription fee for Hosting Services, support, and maintenance, payable in advance (collectively, the “Hosting Fees”). Client agrees that UPS-PSI is entitled to implement an annual rate increase of up to five percent (5%) of the monthly subscription fee, effective on each anniversary of the effective date of the applicable Purchase Order for Hosting Services.

7. Client Obligations.

a. Operation of Hosting Services. Client will prevent unauthorized use or misuse of the Hosting Services, and will remain responsible for all such use or misuse. Client will use the Hosting Services solely for the purposes and

functions expressly permitted by this Client Agreement and pursuant to UPS-PSI's instructions. Client may not use the Hosting Services to gain access, or attempt to gain access, to any computer system, web site, or database owned or operated by UPS-PSI or its Affiliates other than the Hosted Software to which Client is expressly permitted access under this Trackpad Hosting Appendix.

b. User Administration. Client will be responsible for user administration for the Hosting Services and for maintaining the confidentiality and security of passwords used to access the Hosting Services. UPS-PSI will not be responsible and will have no liability for loss, damage, or other liability arising from Client's failure to protect the confidentiality and security of its passwords. Client will have sole responsibility for security and access control for the private network connection, if selected.

c. Security; Back-up and Recovery. Client acknowledges and agrees that Client and its end users are solely responsible for the physical, logical, and technical security, back-up, archival, and recovery procedures, and safeguards for the servers, software, connectivity, and equipment operated, maintained, or provided by Client or its end users and associated data contained therein. Client will ensure that it and its end users have implemented back-up, archival, and recovery procedures adequate to prevent loss or destruction of data and to prevent any business interruption or business loss of Client due to or in connection with the performance of any Hosting Services. Client will ensure that each end user granted a user identification and password: (i) is fully aware of all of Client's obligations under this Agreement and acts in accordance with the same; (ii) maintains the secrecy and security of the user identification and password; and (iii) does not disclose the user identification and password to any other party or allow any other party to use such credentials to access the System. Client is responsible for any use or access of the System through use of such user IDs and passwords, whether such access was authorized or not. If Client suspects any user identification or password has been stolen, disclosed without authorization, or intercepted, Client agrees to take immediate action to protect the user identification and password, including changing user identifications and passwords and notifying UPS-PSI of such breach of user identification and password security.

d. Viruses. Client will use commercially reasonable efforts not to insert or cause any Virus to be downloaded by, uploaded to, transmitted to, or embedded into the Hosting Services or UPS-PSI and its Affiliates' computer systems or networks. "Virus" means any lock, clock, timer, counter, copy protection feature, CPU serial number reference, device, code, command, or instruction, including any virus, time bomb, worm, Trojan horse, or other code or device that (i) adversely affects the operation, security, or integrity of a computing, telecommunications or other digital operating or processing system or environment, including without limitation, other programs, data, computer libraries, and computer and communications equipment, by altering, destroying, disrupting, or inhibiting such operation, security, or integrity; (ii) self-replicates without manual intervention; or (iii) purports to perform a useful function but which actually performs either a destructive or harmful function, or performs no useful function and utilizes substantial computer, telecommunications, or memory resources.

8. Client Warranties. Client will use the Hosting Services in accordance with all policies provided to Client in writing, Applicable Laws, including domestic and foreign laws concerning data privacy and unfair and deceptive trade practices. Client will only submit information to the Hosting Services, or to UPS-PSI in connection with the Hosting Services, that it has the right and authority to submit. Client will take all measures required under Applicable Law to ensure that it has the right and authority to submit to the Hosting Services information concerning Client's customers, including all measures required to provide notice to and secure consent from such customers, if applicable. Client represents and warrants that its transfer of data and use of the Hosting Services, including, without limitation, any third party materials or data provided by Client, is (i) authorized and permitted under the Applicable Law of the territory in which the Hosting Services are provided, and (ii) does not and will not violate, infringe upon, or misappropriate the intellectual property rights or other personal or proprietary rights of any person or entity or violate the terms of any agreement of Client or any end user with any third party.

9. Disclaimer. **UPS-PSI DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR MISUSE, ABUSE, ACCIDENTS, OR VIRUSES, UNAUTHORIZED SERVICE, OR THE COMBINATION OF THE HOSTED SOFTWARE OR HOSTING SERVICES WITH ANY UNAUTHORIZED PRODUCTS.** In the event the Hosting Services or any component thereof fails to perform materially in accordance with the Documentation, the failure is promptly reported to UPS-PSI, and UPS-PSI can reproduce the failure, UPS-PSI will use reasonable efforts to correct such failure without additional charge to Client, in accordance with the maintenance obligations of the Documentation. UPS-PSI may request certain information (data, screen shots, etc.) to properly validate and reproduce the error or malfunction. The foregoing will be Client's sole and exclusive remedy for any such failure.

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 9, THE HOSTING SERVICES ARE PROVIDED "AS IS" AND NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING OR TERM, EXPRESS, OR IMPLIED, STATUTORILY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR USE OF THE PRODUCTS OR SERVICES IS GIVEN OR ASSUMED BY UPS-PSI OR ITS AFFILIATES, SUBCONTRACTORS,

SUPPLIERS, OR AGENTS, AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED AND DISCLAIMED. SOME STATES DO ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT.

10. Limitation of Liability. In addition to the limitations of liability set forth in the General Terms and Conditions and the UPS Trackpad® Terms and Conditions incorporated into the Client Agreement, the parties agree that this Trackpad® Hosting Appendix are made solely between UPS-PSI and Client, and are not intended for the benefit of any third party or class of third party, whether or not identified herein. In no event will UPS-PSI be liable to any third party under this Trackpad Hosting Appendix or otherwise, regardless of the form of claim or action, whether in contract or tort, or under any other legal theory (including without limitation, strict liability or negligence). Such liability of UPS-PSI to third parties is hereby expressly disclaimed and limited to the maximum extent permitted by Applicable Law for all damages, whether direct, indirect, special, incidental, punitive, consequential, or similar, arising from the use of the Hosted Software or any Hosting Services.

11. Term and Termination. This Trackpad Hosting Appendix will be in effect for a period of twelve (12) months from the effective date of the initial UPS Trackpad® Purchase Order (the “Initial Term”), but will renew automatically for additional subsequent twelve (12) month terms, unless terminated earlier pursuant to the terms of this Agreement. Client will return the Documentation and all copies thereof to UPS-PSI within thirty (30) days after termination or expiration of this Trackpad Hosting Appendix for any reason. Upon termination or expiration of this Agreement, all consents and other rights granted to Client hereunder will immediately terminate. UPS-PSI and its licensors reserve all rights not specifically granted to Client herein. Upon termination or expiration of this Trackpad Hosting Appendix or the Client Agreement, the rights granted to Client under this Trackpad Hosting Appendix will automatically terminate and UPS-PSI will have no further obligation to provide the Hosting Services.

a. Non-Renewal. If Client desires that this Trackpad Hosting Appendix should not renew, Client must provide UPS-PSI with ninety (90) days’ written notice of non-renewal prior to the end of the Initial Term or any subsequent term. If UPS-PSI desires that this Trackpad Hosting Appendix should not renew, UPS-PSI must provide Client with thirty (30) days’ prior written notice of non-renewal prior to the end of the Initial Term or any subsequent term.

b. Termination for Convenience. Either party may, at its election, upon sixty (60) days’ prior written notice, terminate this Trackpad Hosting Appendix; provided, however, that the termination of this Trackpad Hosting Appendix will not affect in any way any right or claim of any party hereto incurred or accruing prior to the date of termination, including without limitation, any right or claim of UPS-PSI for compensation payable for Hosting Services rendered or reimbursable expenses incurred prior to such termination date. In the case of termination by Client prior to the end of the Initial Term, Client will be responsible for paying the full amount of all monthly subscription fees, including taxes, due through the end of the Initial Term.

c. Termination for Cause. If UPS-PSI in its sole judgment believes that (i) that the Hosted Software, Hosting Services, or Documentation are being used for a purpose not approved by UPS-PSI, or in violation of any law, regulation, or ruling; (ii) UPS-PSI’s or any third party’s rights are jeopardized or potentially exposed to liability or damage; or (iii) Client is in default under this Trackpad Hosting Appendix or any other agreement between Client and UPS-PSI, then UPS-PSI may immediately terminate this Trackpad Hosting Appendix without UPS-PSI having to take any additional action.

12. Third Party Contractors. Client acknowledges and understands that UPS-PSI may use the services of third party service providers in connection with the performance of Hosting Services under this Trackpad Hosting Appendix, and agrees to comply with all applicable third party terms provided.

13. Survival. Notwithstanding anything to the contrary contained in the Client Agreement, the provisions of Sections 2, 5(b), 6, 7(a), (c), (d), and (e), and 8 through 13 of this Trackpad Hosting Appendix will survive the termination or expiration of the Client Agreement or this Trackpad Hosting Appendix.

[End of UPS Trackpad® Hosting Services Appendix]