

TERMS AND CONDITIONS FOR TRADEFLOW®

1. Expeditors International of Washington, Inc. (“Expeditors”) is providing you, the “Customer”, access to Expeditors’ Tradeflow system to assist in your management of your supply chain system. These contractual provisions, including the End User License Agreement (“EULA”) that is incorporated herein, will govern the parties’ relationship regarding Customer’s access and use of Tradeflow.
2. Expeditors agrees to provide monthly subscription services as set forth in the Scope and Rates for Services document (the “Scope & Rates”) and according to your instructions, so long as the instructions do not expand the Scope & Rates or otherwise conflict with these terms and conditions. Additional services can always be added by mutual agreement. In addition, we have mutually agreed that you will be charged the rates specified in the Scope & Rates. The rate establishes a minimum charge for service, however in the future the parties may mutually agree to adjustments or additional services for a mutually agreed upon rate.
3. You will receive regular invoices and unless other payment terms are shown on the face of the invoice, it is agreed that you will pay all invoices within fifteen (15) days of the invoice date if you have established credit with us. If your account becomes past due, your access may be frozen until all charges have been paid. In the event payments are not received by Expeditors timely in accordance with the Payment Terms, Expeditors may (i) suspend performance for all Services until Customer makes payment in full and (ii) charge interest on any such unpaid amounts at a rate of 1% (one-percent) per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental entity on any amounts payable by Customer under this Agreement.
4. All intellectual property rights, including patents, copyrights, trademarks, service marks, trade secrets, know-how, inventions (whether or not patentable), confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “Intellectual Property”) in and to all documents, work products, or other materials that are provided to Customer for use of Tradeflow (collectively, the “Deliverables”), except for any of Customer’s raw data (“Customer Data”), shall be owned by Expeditors. Expeditors hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use all Intellectual Property Rights to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services. Customer, however, will retain sole ownership of its Customer Data. Notwithstanding the foregoing, Expeditors shall have a worldwide, perpetual, irrevocable, non-exclusive, transferrable, sub-licensable, fully-paid up, and royalty free license to use, display, reproduce, create derivative works from, combine with other works, alter, modify, delete from, add to, translate, and transfer Customer Data in the aggregate or anonymized form..
5. Customer is responsible for maintaining the confidentiality of Customer’s password(s) and is responsible for the use of its account pursuant to the EULA. Customer agrees to immediately notify Expeditors of any unauthorized use of Customer’s account.
6. Either party may terminate the relationship upon thirty (30) days prior written notice, unless it is a material breach where the non-breaching party may terminate the relationship immediately.
7. Expeditors will not be liable for any situations beyond our control or which are not reasonably foreseeable by Expeditors, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or other failures which may impact Tradeflow.
8. EXCEPT AS PROHIBITED BY LAW OR PROVIDED OTHERWISE IN THE EULA, EXPEDITORS DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ALL, WARRANTIES AND CONDITIONS WITH RESPECT TO TRADEFLOW, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
9. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL EXPEDITORS’ TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE GREATER OF THE AMOUNT PAID TO EXPEDITORS FOR THE APP IN THE PRIOR THREE (3) MONTHS BEFORE THE CLAIM OR FIFTY DOLLARS (\$50.00). THE FOREGOING

LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE..

10. Customer irrevocably submits to the exclusive jurisdiction of the state courts of Washington, and agrees that all claims and proceedings by Customer shall be brought only in Seattle, Washington. All notices required and sent by these Scope & Rates or the EULA shall be delivered by registered mail, return receipt requested, at the addresses set forth in the Scope & Rate's and shall be effective upon the actual receipt by the other Party.
11. These provisions and the EULA constitute the complete and entire agreement between the parties pertaining to their relationship and supersedes the parties' prior agreements, understandings and discussions relating to Tradeflow. No modification of the relationship is binding unless it is in writing and executed by the parties' duly authorized officers. Neither party may assign this relationship without the other parties written consent.