

DELIVERY MANAGEMENT SERVICE TERMS

1. **Applicability.** The Scope & Rates, together with these Service Terms and any applicable End User License Agreement (which govern any software services provided by Expeditors), are the terms and conditions that govern Expeditors' provision of Delivery Management Services to Customer ("Services"). These agreements, which together constitute one Contract, are the complete and entire agreement between the parties pertaining to their relationship and supersede the parties' prior or contemporaneous agreements, understandings, discussions, negotiations, representations and warranties, and communications relating to the Services, both written and oral. Except as specifically indicated otherwise, in the event of any conflict between the Scope & Rates, Service Terms, and End User License Agreement, the Services Terms will control over the End User License Agreement and the Scope & Rates will control over the Service Terms. Provision of Services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Contract.

2. **Services.** Expeditors will provide the Services described in the Scope & Rates in accordance with this Contract and your instructions, so long as your instructions do not expand the Services or otherwise conflict with this Contract. Customer will (i) cooperate with Expeditors in all matters relating to the Services; (ii) respond promptly to any request of Expeditors to provide direction, information, approvals authorizations, or decisions that are reasonably necessary for Expeditors to perform the Services; (iii) provide such materials or information as Expeditors may request to carry out the Services and ensure that such materials or information are complete and accurate in all material respects; (iv) ensure the goods are appropriately packaged and marked for the transportation mode utilized; and (v) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date that the Services are to commence. Additional services may be added to this Contract for an additional fee by a mutual written agreement signed by both Expeditors and Customer.

3. **Services Fees; Payment Terms.** In consideration of the Services by Expeditors and the rights granted to Customer under this Contract, Customer shall pay the fees set forth in the Scope & Rates. Unless other Payment Terms are specified in the Scope & Rates or on the face of the applicable invoice, Customer agrees to and shall pay in the ordinary course of business according to the terms and conditions of Expeditors' invoices and any credit terms to which the parties may agree from time to time.

4. **Term and Termination:** Unless this Contract is terminated earlier, Expeditors will provide the Services to Customer for the Term. Either party may terminate this Contract a) upon thirty (30) days written notice without cause, or b) immediately without notice (i) in the event of a material breach by the other party (including Customer's failure to pay any amount when due) or (ii) if the other party becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Provisions of this Contract that require or contemplate performance after the termination of this Contract shall survive and be enforceable after the termination of this Contract, including, for example, Sections 5, 6, 8, 9, 10, 11, and 12.

5. **Intellectual Property and Data:** 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 pursuant to this Contract (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.

6. **Confidentiality:** All of Expeditors' non-public, confidential, or proprietary information, including without limitation, the terms of this Contract, trade secrets, know-how, technology, operational processes, financial information, customer information, and marketing information (collectively, "Confidential Information") that Expeditors discloses to you pursuant to this Contract (whether or not marked as "confidential" and whether disclosed orally, in writing, or in an electronic format), is confidential, and Customer agrees not to copy or disclose any Confidential Information without the prior written consent of Expeditors. Confidential Information, however, does not include information that Customer can demonstrate with reasonable certainty at the time of disclosure (i) was made available and accessible to the public other than by you or your representatives; (b) had become public knowledge through no fault of your own; or (c) was in your possession at the time of disclosure as evidenced by written or other tangible evidence. Upon the expiration or termination of this Agreement for any reason, you will immediately return or destroy any Confidential Information without retaining copies thereof.

7. **Force Majeure.** Expeditors will not be liable to Customer, nor be deemed to have breached this Contract, for any delay or failure in performing any of the Services when and to the extent the delay or failure is caused by or results from acts or circumstances beyond the reasonable control of, or which are not reasonably foreseeable by, Expeditors including, without limitation, interruption or failure of telecommunication or digital transmission networks, Internet slow-downs, acts of God, fire, flood, earthquake, explosion, governmental actions, war, invasions or hostilities (whether or not war is declared), terrorist threats or acts, riots, civil unrest, national emergencies, revolutions, insurrections, epidemics, or labor disputes. In addition, if Expeditors' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Expeditors shall not be deemed in breach of its obligations under this Contract or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. **NO WARRANTY.** EXCEPT AS PROVIDED OTHERWISE IN ANY APPLICABLE END USER LICENSE AGREEMENT, EXPEDITORS MAKES NO WARRANTIES UNDER THIS CONTRACT AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, AND WARRANTY

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AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATIONS ON LIABILITY.

a) TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL EXPEDITORS, OR ITS AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SUBSTITUTE SERVICES, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, OR DAMAGES FOR PERSONAL INJURY ARISING OUT OF OR RELATED TO THIS CONTRACT OR EXPEDITORS' PROVISION OF SERVICES HEREUNDER, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF EXPEDITORS IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

b) EXPEDITORS' MAXIMUM LIABILITY TO YOU FOR ANY CHARGES, CLAIMS, DAMAGES, CARGO DAMAGE, LIABILITIES, COSTS, EXPENSES OR LOSSES OF ANY KIND THAT ARE DIRECTLY CAUSED BY EXPEDITORS' FAULT OR NEGLIGENT ACT OR OMISSION DURING ANY CALENDAR YEAR THAT ARE NOT ALREADY LIMITED BY OTHER PROVISIONS OF THIS SECTION 9, SHALL BE NO MORE THAN THE LESSER OF THE FOLLOWING: i) FIFTY DOLLARS (USD\$50) PER CONTAINER, ii) FIVE HUNDRED DOLLARS (USD\$500) OR THE AGGREGATE SERVICE CHARGES PAID BY YOU TO EXPEDITORS DURING THE PREVIOUS THREE (3) MONTHS.

c) THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS ON LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THIS CONTRACT. CUSTOMER AND EXPEDITORS HEREBY ACKNOWLEDGE AND AGREE THAT BOTH CUSTOMER AND EXPEDITORS WOULD NOT BE ABLE TO PERFORM UNDER THIS CONTRACT ON AN ECONOMIC BASIS WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY CAUSED DIRECTLY BY THE GROSS NEGLIGENCE OF EXPEDITORS, THE LIMITATION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY THE FRAUDULENT MISREPRESENTATION OF EXPEDITORS, OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

10. Governing Law, Jurisdiction, and Venue. Except as provided otherwise in the applicable End User License Agreement, this Contract and all claims relating to it, its execution, or the performance of the parties under it, will be governed by the laws of the State of Washington, United States of America, without regard to the principles of any jurisdiction relating to the conflicts of laws. Customer knowingly, voluntarily, unconditionally, and irrevocably (i) agrees that any dispute regarding this Contract or the matters contemplated by this Contract shall be brought solely and exclusively in the United States District Court for the Western District of Washington, Seattle Division or in the state courts of the State of Washington located in King County, Washington, (ii) hereby accepts and submits to the sole and exclusive jurisdiction of such courts in personam with respect to any dispute brought by it or against it by Expeditors, and (iii) agrees that it shall not commence any legal proceeding against Expeditors in any other court or before any other authority.

11. Notices. All notices required and sent under this Contract shall be delivered by registered mail, return receipt requested, at the addresses set forth in the Scope & Fee's Table and shall be effective upon the actual receipt by the other Party.

12. Miscellaneous. The parties may execute this Contract in counterparts, each of which is deemed an original, but all of which together constitute one and the same Contract. Nothing in this Contract creates a partner, agency, employer-employee, fiduciary, or joint venture relationship between the parties, and neither party has the authority to bind the other in any manner. No modification of this Contract is binding unless it is in writing and executed by the parties' duly authorized officers. Customer shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Expeditors. Any purported assignment in violation of this Section is null and void, and no assignment relieves Customer of any of its obligations under this Agreement. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, legal representatives, and permitted assigns. If any provision of this Contract is found to be invalid, illegal, or unenforceable, such provision shall be severed from this Contract, and the other provisions shall remain effective and enforceable to the greatest extent permitted by law.