

MASTER SUBSCRIPTION AGREEMENT FOR WORLDTARIFF SERVICES

This Master Subscription Agreement (this “**MSA**”) contains the terms under which Federal Express Corporation (“**FedEx**”) agrees to grant Customer access to and use of the Subscription Services (as defined below). By indicating Customer’s acceptance of this MSA, or by using the Subscription Services, Customer agrees to be bound by this MSA. If you are entering into this MSA on behalf of an entity, such as the company you work for, then you represent to FedEx that you have the legal authority to bind the Customer to this MSA. If you do not have that authority or if Customer does not agree with the terms of this MSA, then you may not indicate acceptance of this MSA, and neither you nor Customer may request, use or access any of the Subscription Services. The “**Effective Date**” of this MSA is the date on which you first indicate your assent to the terms of this MSA. This MSA incorporates, by reference, other terms, conditions, policies, notices and license agreements to form the Agreement.

RECITALS

WHEREAS, FedEx offers the remote delivery of certain subscription services as further described in Exhibit A (each, a “**Subscription Services**”);

WHEREAS, Customer intends to purchase such Subscription Services; and,

WHEREAS, FedEx intends to provide such Subscription Services to Customer subject to, and in accordance with the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Agreement. “**Agreement**” means the then current version of: (1) this MSA; (2) the terms and conditions set forth in the FedEx End User License Agreement (“**EULA**”) embedded in or linked to by the FedEx-provided application, if any, Customer is utilizing to access or use the Service); (3) the terms and conditions at www.fedex.com applicable to the country in which Customer is utilizing the Service; and, (4) the WorldTariff privacy notice located at https://www.fedex.com/content/dam/fedex/us-united-states/International/world_tariff_privacy_notice.pdf to be read with and subject to the applicable FedEx privacy policy and/or privacy notice in country or Territory in which Customer accesses and uses the Service. 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). The Agreement may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The Agreement may also be executed and delivered by electronic signature, whether digital or encrypted, or by e-mailing a signed scanned document, and the parties agree that such electronic signature or e-mail execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic or e-mailed signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used. For the avoidance of doubt, if the parties require documents with original signatures for record purposes, these documents will be provided for replication purposes only (of the executed e-mail document) and will not constitute a new agreement.

2. Delivery of Subscription Services.

FedEx will use commercially reasonable efforts to make the Subscription Service available to Customer 24 hours a day, 7 days a week, except for (a) planned outages of the Subscription Services (“**Maintenance Windows**”), (b) unscheduled downtime necessary to address emergency situations, and (c) any Force Majeure (as defined below). The Parties acknowledge that, since the internet is neither owned nor controlled by any particular entity, FedEx can make no guarantee that any given Customer will be able to access the Subscription Services at any given time. There are also no assurances given that access to the Subscription Services will be available at all times or be uninterrupted, and FedEx will not be liable to Customer or to any third party for failure of accessibility to the Subscription Services, including failures of the internet or for other causes beyond FedEx’s reasonable control.

3. Improvements. Although FedEx may update, enhance, upgrade or otherwise improve the Subscription Services ("**Improvements**") from time to time, FedEx is under no obligation under the Agreement to do so. In order to access, receive or use Improvements, additional fees may be required. In the event FedEx releases Improvements Customer will be responsible for all costs associated with implementing an Improvement including, but not limited to, system integration services, business process analysis, web development updates, or any updates to integrations. For purposes of the Agreement, Improvements will be considered Subscription Services; though, Customer may be required to accept additional terms and conditions in order to access, receive or use Improvements and for such Improvements to be licensed as Subscription Services under this MSA.

4. Modification of Subscription Services. FedEx may change, discontinue, reduce or remove ("**Modify**") any of the Subscription Services or any existing feature or functionality from the Subscription Services from time to time. FedEx will make reasonable efforts to keep Customer apprised of planned Modifications to the Subscription Services (which may include posting of notices within or through the Subscription Services or). In the event that FedEx decides to Modify a feature or functionality from the Subscription Services in a manner that is likely, in FedEx's sole discretion, to materially undermine the value of the Subscription Services to Customer, FedEx will provide at least thirty (30) days prior written notice of the retirement of such feature or functionality, except that FedEx may not provide such notice in advance if the Modification is, in FedEx's sole discretion, necessary to (a) address any legal or regulatory issue or request of a government entity, (b) address any emergency or threat to the security, integrity or performance of FedEx (or its licensors), or (c) respond to claims, litigation, or loss of license rights related to third party intellectual property rights.

5. Access and Use Grant. Subject to the terms of the Agreement, and only during the Term, FedEx hereby grants to Customer a limited, revocable, non-transferable (except in the event of a permitted assignment pursuant to Section 29(b)), non-sublicenseable, non-exclusive right to access and use the Subscription Service to obtain information and data regarding import and export regulations (e.g., tariffs, harmonized code, restricted person screening) solely for Customer's own internal business purposes.

6. Use Restrictions. The license does not permit, and Customer will not, either alone or through a third party:

- a. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise commercially exploitation or make available to any third party all or any part of the Subscription Services;
- b. modify, alter, tamper with, repair or otherwise create derivative works based upon all or any part of the Subscription Services;
- c. copy or reproduce all or any part of the Subscription Services;
- d. create internet links to the Subscription Services (other than creating a bookmark link to the Subscription Services) or frame or mirror the Subscription Services on any other server or wireless or internet-based device;
- e. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Subscription Services or access the Subscription Services in order to: (a) build a competitive product or service; (b) build a product using similar ideas, features, functions or graphics of the Subscription Services; or (c) copy any ideas, features, functions or graphics of the Subscription Services;
- f. access or use the Subscription Services in a way intended to avoid incurring fees, exceeding rights granted herein, avoiding limitations or restrictions or exceeding Entitlements;
- g. use the Subscription Services for timesharing, outsourcing, utility or service bureau purposes or otherwise for the benefit of a third party;
- h. remove, alter or deface any titles or trademarks, copyrights or other proprietary or restricted rights notices, labels, or marks in the Subscription Services;
- i. screen-scrape, auto-inquire, or use crawlers or other automated tools to extract data from any part of the Subscription Services;
- j. or attempt to or allow any of the foregoing.

7. Customer Hardware, Services and Telecommunications. Customer is responsible for obtaining and maintaining all hardware, software and communications equipment necessary to access and use the Subscription Services, for procuring internet access to access and use the Subscription Services, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Subscription Services. Customer acknowledges that it has been advised of and can comply with all minimum networking, hardware, software, firewalls and/or environmental conditions, and communications requirements applicable to the Subscription Services ("**System Requirements**").

8. **Passwords and Access.** Customer is responsible for maintaining control over, and the confidentiality of, all Customer account information and IDs, usernames, passwords, and other access credentials for the Subscription Services (“**Credentials**”). Customer is responsible for all use of the Subscription Services by those who have access to the Subscription Services through Customer (directly or indirectly).

9. **Policies.** Customer will at all times comply with all applicable FedEx policies to the Subscription Services and requirements and restrictions contained in the applicable documentation (e.g., user manuals) (collectively, the “**Policies**”). For the avoidance of doubt, the Policies include the WorldTariff privacy notice located at https://www.fedex.com/content/dam/fedex/us-United-states/International/world_tariff_privacy_notice.pdf. Any and all Policies 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. In the event of a violation of such policies by Customer, FedEx may suspend access to the affected Subscription Services if reasonably deemed necessary by FedEx, acting in good faith, in order to stop or minimize the effects to FedEx or other FedEx customers of such a violation. When commercially practicable, FedEx will provide prior written notice to Customer and an opportunity to cure such a violation, and where not commercially practicable, FedEx will give prompt written notice following such suspension to Customer. In the event Customer does not cure such violation within a reasonable period of time, based on the nature of the problem and the severity of the impact on FedEx, FedEx may terminate this MSA (in whole or in part).

10. **Customer Data.** Customer hereby grants to FedEx a non-exclusive, world-wide, royalty-free license and right to process and otherwise use the any data submitted by Customer to FedEx through or in relation to the Subscription Services (“**Customer Data**”) as necessary to provide the Subscription Services, in accordance with the applicable Policies, and as otherwise may be agreed in writing by Customer. Customer reserves all other rights not expressly granted in the Agreement.

11. **Compliance with Law.** Customer is responsible for using the Subscription Services only in accordance with all applicable laws and regulations. **Customer will defend, indemnify and hold harmless FedEx, its parent and affiliate companies and their respective officers, directors, employees, agents and representatives from any and all claims arising out of Customer’s violation of any applicable law or regulation.**

12. **Reliance on Customer.** FedEx will be entitled to rely upon the information provided by Customer and its personnel, vendors, and other associated third parties and assumes that it is correct in all material respects. Customer is solely responsible for the accuracy, quality and integrity of the Customer Data. Customer must comply, and will ensure that its users comply, with the Policies. Customer is responsible for acts and omissions of its users relating to the Agreement as though they were Customer’s own. Customer is responsible for ensuring that its users permitted to access and use the Service, comply with the terms of the Agreement.

13. **Customer Discretion and Judgement.** Customer understands and agrees that Customer is solely responsible for determining whether the Subscription Services provided hereunder, including any decisions or processes implemented pursuant to the Agreement, (i) meet Customer’s business requirements, (ii) comply with federal, state and local laws, ordinances, codes, regulations and policies, and (iii) comply with Customer’s applicable internal guidelines, long-term goals and any related agreements. Customer will be solely responsible for determining whether to use or refrain from using any data, information, or other recommendations made by FedEx. Customer agrees and acknowledges that despite being enrolled in a Subscription Service, situations may occur which will result in the Subscription Service, in whole or in part, being not readily available. Customer agrees that its obligations hereunder are neither contingent on the delivery of any current or future functionality or features nor dependent on any oral or written public comments made by FedEx regarding future functionality or features. Subscription Services are not legal advice. Customer is advised to obtain independent legal advice regarding import or export requirements and compliance, especially regulations.

14. **Fees.** FedEx agrees to provide each of the Subscription Services under the terms contained in the Agreement in consideration of Customer’s payment of fee determined in accordance with the then applicable Fee Schedule set forth at https://www.fedex.com/content/dam/fedex-com/hdn/worldtariff_rate_chart.pdf (the “**Fee**”). The pricing provided to Customer is for Customer’s exclusive use and benefit and may not be resold or otherwise extended or shared with any other party. This MSA is a firm order and Customer’s obligation, and payment, is not contingent upon issuance of a purchase order or other funding document.

15. **Taxes.** All payments, including Fees, to FedEx under this MSA are exclusive of sales and use taxes and any other applicable taxes, however characterized by the relevant taxing authority. Any such taxes will be Customer’s sole responsibility and Customer will pay or reimburse FedEx promptly following FedEx’s request for such payment or reimbursement, for any such taxes, as determined in FedEx’s sole discretion, based on any services provided under this MSA; provided, however, that this provision will not apply to taxes based on FedEx’s income. Customer will promptly provide any information reasonably

requested by FedEx in determining, and minimizing to the extent legally permissible, Customer's tax liability pursuant to this MSA including, but not limited to, any resale certificates, evidence of tax-exempt status, and information regarding Customer's state of usage of Subscription Services.

16. Term and Termination. The initial term of this Agreement shall begin on the Effective Date and shall remain in effect for one year thereafter. This Agreement will automatically renew on an annual basis. Either Party shall have the unlimited right to terminate this Agreement by giving thirty (30) days written notice to the other Party. In such event, FedEx shall be entitled to the portions of the Fee earned and Reimbursables incurred as of the effective date of termination.

17. Payment. Customer will be billed for the Fees for the Service(s), at regular intervals for the term of the Agreement. Payment for all undisputed Fees is due in accordance with this Agreement. Customer agrees that remaining current on all undisputed Fees and any other charges is a condition to the provision of any Service. Payment for all undisputed Fees and any other charges is due within fifteen (15) days of billing. Failure to make payment in accordance with this Agreement may cause FedEx to apply an interest charge of up to one and one-half percent (1.5%) per month (but not to exceed the maximum lawful rate) on all amounts which are not timely and duly paid, accruing daily and compounding monthly from the date such amounts were due. Customer will reimburse FedEx for all costs and expenses incurred by FedEx in connection with the collection of overdue amounts, including attorneys' fees. Customer will not be permitted to offset any deductions against any amounts due to FedEx.

18. Independent Contractor Relationship. The Parties intend that this Agreement creates an independent contractor relationship. Customer is interested only in the results of FedEx's work and shall not exercise any control over the conduct or supervision of the Subscription Services or the means of its performance. FedEx shall have full responsibility for the payment of all federal, state and local taxes and contributions, including penalties and interest, imposed pursuant to unemployment insurance, social security, income tax, workers' compensation or any other similar statute. FedEx may engage third parties to furnish services in connection with the Subscription Services, provided that (a) such third parties have executed appropriate confidentiality agreements with FedEx and (b) FedEx has conducted a good faith assessment of such third party's ability to perform its obligations pursuant to the Agreement. No such engagement will relieve FedEx from any of its obligations under this MSA

19. Data Protection. In connection with the Subscription Services, FedEx may access Customer's Personal Data. Each Party agrees that it will comply with its respective obligations under applicable data protection laws and with its own posted privacy policies in connection with its obligations under the Agreement. Each Party will maintain an information security program that includes administrative, electronic, technical, physical and other security measures and safeguards in accordance with current industry standards. Customer will ensure that (a) all Personal Data provided to FedEx has been, and will continue to be, collected and used in accordance with the notice, consent and other requirements of applicable data protection laws; and, (b) it has, and will continue to have, the right to transfer Personal Data to FedEx for the purpose(s) set forth in the Agreement.

20. Confidentiality of Information. "Confidential Information" means all nonpublic information that is disclosed or made available in connection with the efforts contemplated hereunder and is either designated as confidential by the party disclosing such information (the "Disclosing Party") or the party receiving, obtaining or learning such information (the "Receiving Party") knows that such information is confidential or proprietary or would be reasonably expected to understand the confidential or proprietary nature of such information. For the avoidance of doubt, Confidential Information includes third-party information that the Disclosing Party is obligated to keep confidential. Customer expressly acknowledges and agrees that the terms and conditions of this MSA (including any pricing information for products or services offered or otherwise provided by FedEx, and Policies), and any Feedback, is the "Confidential Information" of FedEx and subject to the provisions of this Section. During the Term and thereafter, the Customer and FedEx will each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other Person by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own confidential information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under the Agreement. Each Party will disclose the Confidential Information of the other only to those of its employees and agents having a need to know such Confidential Information and who are bound by confidentiality obligations, and will take all reasonable precautions to ensure that such employees and agents comply with the provisions of this Section. Confidential Information will remain the sole property of the disclosing party. Confidential Information does not include, and the obligations of either Party under this Section will not apply to, information that the Receiving Party can demonstrate (a) was in its possession at the time of disclosure and without

restriction as to confidentiality, (b) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party, (c) has been received from a third party without restriction on disclosure and without breach of agreement by the Receiving Party, or (d) is independently developed by the Receiving Party without regard to the Confidential Information of the other Party. In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party (x) gives the Disclosing Party reasonable advance written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (y) discloses only such Confidential Information as is required by the governmental entity, and (z) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. Notwithstanding anything to the contrary in the Agreement, either Party may seek preliminary and/or permanent injunctive relief from a court of competent jurisdiction for any violation or threatened violation of this Section without the necessity of proving actual damages or posting any bond or other security. A Security Incident is not a breach of this Section and unauthorized access to or use of Personal Data is subject solely to the Data Protection Section.

21. No Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER PARTY MAKES OR GIVES ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE. **THE SUBSCRIPTION SERVICES ARE PROVIDED “AS IS.” WITHOUT LIMITING THE FOREGOING DISCLAIMER, FEDEX DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES ARE COMPLETELY FREE FROM ALL ISSUES, BUGS, ERRORS, OR OMISSIONS, OR WILL ENSURE COMPLETE SECURITY.**

22. LIMITATION AND DISCLAIMER OF LIABILITY. FedEx's entire liability related to this MSA will not exceed the amount of any actual direct damages incurred by Customer up to the amounts paid (or, if recurring charges, up to twelve (12) months' charges) for the Service that is the subject of the claim, regardless of the basis of the claim. Notwithstanding the foregoing, with respect to FedEx's liability for a Claim under Section 10, FedEx entire liability arising from or relating to a Claim will be \$100.00. IN NO EVENT WILL FEDEX BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, RECORDS, DATA, SAVINGS OR BUSINESS OPPORTUNITIES, OR CONTRIBUTION OR INDEMNITY IN RESPECT OF ANY CLAIM AGAINST THE PARTY), WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF FEDEX HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY FEDEX.

23. Disclaimer and Notice. The information provided by FedEx pursuant to this Agreement is for general, educational and planning purposes only. The specific tariff classification to be applied to a specific entry of merchandise is to be determined by the licensed customs broker or other agent engaged to file the entry. In the event the broker or agent handling the entry expresses an opinion different from that set out in this study, the opinion of the broker or agent should be followed, subject to post-entry verification. FedEx is not providing legal advice. Customer is advised to seek legal advice regarding import or export related matters.

24. Customer Representation and Warranty. Customer acknowledges and agrees that any tariff classification information provided under this Agreement is for general, educational, planning and export purposes only. Customer represents and warrants that the tariff classification information provided to Customer under this Agreement will be used as a resource only, and will not specifically direct any importer, customs broker or any other agent in preparing or filing an entry for any merchandise into a destination country. Rather, the specific tariff classification to be applied to a specific entry of merchandise into any destination country will be determined by the licensed customs broker or other authorized agent

responsible for making entry in the destination country, and to the extent the broker or agent disagrees with any tariff classification information provided under this Agreement, the opinion of the broker or agent will be followed.

25. Export Control Certification. The Subscription Services (a) are 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. Customer represents, warrants and covenants that: (i) Customer is in compliance with and will comply with Trade Control Laws regarding export, re-export, and import of the Subscription Services or any other goods, information, software, source code, technology, process, product or service (collectively, “**Items and Services**”) received from FedEx; (ii) Customer will not use, export, or re-export the Subscriptions Services or information received from FedEx in violation of Trade Control Laws; (iii) Customer is 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, Donetsk and Luhansk regions (collectively “**Sanctioned Countries**”); (iv) Customer is 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 the Agreement to be directly or indirectly involved in the receipt from or provision of any Subscription Services or information provided by FedEx to Sanctioned Countries or Restricted Parties; (vi) no Subscription Services or information provided by FedEx will be used in the design or development of nuclear, chemical, or biological weapons or missile technology; and (vii) no Subscription Services or information 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. “**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.

26. Ownership of Subscription Services. FedEx owns all right, title and interest, including all Intellectual Property Rights, in and to the Subscription Services (including, for the avoidance of doubt, **any data or other information available through or provided as part of a Service**), and all output, derivatives, enhancements and improvements to any portion of the Subscription Services. All rights not expressly granted to Customer, including any Intellectual Property Rights, are reserved to FedEx and its licensors. Customer does not have any implied rights hereunder.

27. Feedback. In the event Customer elects 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 Customer has designated the Feedback as confidential. FedEx will be entitled to use the Feedback without restriction or further compensation to Customer. 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. All inventions, works of authorship, Improvements, Modifications or developments conceived or made by FedEx based wholly or partially on Feedback, will be the sole and exclusive property of FedEx. **Feedback**” means any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Subscription Services.

28. Usage Data. FedEx may Process data generated by, and resulting from users’ use of the Subscription Service (“**Usage Data**”). FedEx determines the manner and purpose of its processing of Usage Data, including to operate and improve the Subscription Services, to detect security incidents, and to protect against fraudulent or illegal activity. If and to the extent Usage Data consists of Personal Data, FedEx will comply with its privacy notice published at https://www.fedex.com/content/dam/fedex/us-United-states/International/world_tariff_privacy_notice.pdf. Usage Data is

the sole and exclusive property of FedEx and FedEx owns all rights, title and interest, including all Intellectual Property Rights, in and to Usage Data. Usage Data is FedEx Confidential Information.

29. Miscellaneous

a) Force Majeure. Neither Party will be responsible for any failure to perform or delay in performing any of its obligations under the Agreement where and to the extent that such failure or delay results from strikes, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather, global or national pandemic or epidemic, or other similar reason or a cause beyond such Party's control, (each a "**Force Majeure**"), provided that such Party will use commercially reasonable efforts to minimize and mitigate any consequences of such failure to perform or delay in performing and will performance of its obligations within a commercially reasonable time period thereafter. Each Party agrees to notify the other Party promptly of any factor, occurrence or event coming to its attention that may affect its ability to meet its obligations under the Agreement.

b) Binding Effect and Assignment. Neither Party may assign or otherwise transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party, except that FedEx may assign the Agreement in whole or in part or any of its rights hereunder to an Affiliate. The Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of the terms of this Section will be null and void, *ab initio*.

c) Further Assurances. Each Party will execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by the Agreement.

d) Notices.

- i. Any notice required or permitted to be given to FedEx relating to this Agreement or the functioning of the Subscription Services will be given in writing to the address indicated in the applicable Order Form by U.S. Postal Service first class mail (postage paid) or via FedEx Express Overnight Letter delivery service (all fees paid) with a copy to Director, Legal Technology Transactions, 1000 Ridgeway Loop Road, Suite 600, Memphis, Tennessee 38120. Any such notice will be effective when received by FedEx.
- ii. Any notice required or permitted to be given to Customer relating to 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 associated with Company's accounts as reflect in the records of FedEx; or, (ii) via electronic mail (or its equivalent) to the name and address associated with Company's accounts as reflect in the records of FedEx. Such notice will be effective and deemed received when sent to Customer.
- iii. Any notice required or permitted to be given to Customer relating to the Agreement and not covered by subsection 29(d)(ii) above, may be given by general posting to the various FedEx web sites supporting the applicable Subscription Service. 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 29(d)(ii); and, notice provided via such method will be effective when sent in accordance with subsection 29(d)(ii).

e) Publicity. Each Party will submit to the other Party all advertising, press releases, and other publicity matters relating to this MSA in which the other Party's name or marks are mentioned or language from which the connection of such name or marks may be inferred or implied, and will not publish or use such advertising, press releases, or publicity matters without prior written approval of the other Party.

f) Headings. The headings in the Agreement are for reference only and will not affect the interpretation of the Agreement.

g) Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

- h) Entire Agreement. The Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- i) No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or will confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever.
- j) Waiver. No waiver by a party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by a party will operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- k) Governing Law. The Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice of law or conflict provision or rule (whether of such State or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied. The Parties hereby submit to the exclusive jurisdiction of, and irrevocably waive any venue objections against, the federal and state courts located in Shelby County, Tennessee, in connection with any action or proceeding arising out of or relating to the Agreement.
- l) Construction. The following words will be interpreted as designated: (i) “or” connotes any combination of all or any of the items listed; (ii) where “including” is used to refer to an example or begins a list of items, such example or items will not be exclusive; (iii) “specified” requires that an express statement is contained in the relevant document; (iv) “will” is, unless the context requires otherwise, an expression of command, not merely an expression of future intent or expectation; and (v) “may” is, unless the context requires otherwise, an expression of permission, but not an obligation.
- m) 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. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and non-English version, the English version of this Agreement will govern.

Exhibit A

WORLD TARIFF SERVICES

SUBSCRIPTION SERVICES:

FedEx will provide the following WorldTariff Services (individually and when combined, a “**Subscription Service**”) as requested by Customer subject to the terms of the Agreement. For the avoidance of doubt, all data or information contained in or available through a Subscription Service is part of the Subscription Services, included within the definition of “Subscription Services” and subject to all access and use restrictions of the Agreement. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

A. Product Pre-Classification (PPC) Subscription Service

FedEx will provide the following information in an Excel spreadsheet format or another format requested in writing by Customer:

- 10-digit fully qualified harmonized code
- 6 – digit harmonized code

In order for FedEx to provide the PPC Subscription Services Customer will supply the following:

- Product Number;
- Product Description;
- Technical information if applicable;
- List of countries and territories;
- Responses to requests for additional information from FedEx by personnel to be designated by Customer.

B. Restricted Party Screening (RPS) Subscription Service

FedEx will provide Customer access to the WorldTariff Restricted Party Screening Engine. Customer will provide the RPS Engine with name and/or address information. The RPS Engine will return an indication of whether it has identified a possible match between the information entered by Customer in the applicable RPS request and the information available on any of the Restricted Party Screening entity lists monitored and updated by FedEx.

C. Estimated Duties and Taxes Subscription Service

FedEx will provide Customer access to the Estimated Duties and Taxes (EDT) engine. Customer will provide the EDT Engine with specific information as defined in Attachment 1 to this Exhibit. The EDT Engine will compare the information provided by Customer with duty and tax rate tables and other information maintained by FedEx. The above process, including specifications and additional requirements and a description of the information returned to Customer, are more fully described in Attachment 1.

Attachment 1 to Exhibit A

EDT Engine: The EDT Engine will compare information provided by Customer with Duty and Tax Information maintained by FedEx and will return a duty and tax calculation (each an “**EDT Result**”) as specified herein.

Duty and Tax Information: Duty and Tax Information will consist of all duty and tax tables maintained and updated by FedEx for a list of countries and territories defined by FedEx. Such information, including the list of available countries and territories, is subject to change at any time at the complete discretion of FedEx.

EDT Result:

- 1) If Customer provides:
 - a. Harmonized Tariff Schedule (“**HTS**”) code to the 6-digit level (“**HS-6**”) for the specified item;
 - b. Destination country or territory; and
 - c. Value of the item;

The EDT Engine will return the median duty and tax rate for the Harmonized Tariff Schedule heading after adjusting for:

- a. Ad valorem duty and tax rates;
- b. De minimis rules; and
- c. Most Favored Nation rates.

- 2) If Customer provides:
 - a. Fully-qualified HTS code for the specified item;
 - b. Country of Origin for the specified item;
 - c. Origin country or territory for the shipment;
 - d. Destination country or territory for the shipment;
 - e. Preferred currency;
 - f. Mode of transportation;
 - g. Shipment value of the item; and
 - h. Measurement of item (weight, physical dimension(s), or otherwise as defined by applicable Tariff);

The EDT Engine will return a calculation of the estimated duties and taxes including adjustment for:

- a. Ad valorem duty and tax rates;
- b. Specific duty and tax rates;
- c. De minimis rules; and
- d. Most Favored Nation rates.

Special Considerations

- 1) EDT Results will only return calculations based upon Most Favored Nation rates and will not be adjusted for Preferential Rates.
- 2) When EDT requests contain an HS-6 number, the EDT Engine will determine the median duty rate based upon the duty percentages (including 0% and “free”) of all fully-qualified HTS numbers in the applicable sub-heading, excluding specific duty rates.
- 3) With respect to EDT, Query Fees are charged for Queries which provide an EDT calculation for a completed sales transaction by Customer’s customer.

Pricing Notes:

There is a monthly Fee due and payable to enable access to or use of Subscription Services via the WorldTariff Tools (API) offering. The monthly period for the subscription Fee begins on the date that Customer first accesses or uses a Subscription Service. Unless terminated earlier, in accordance with the Agreement, the monthly period for the subscription Fee will expire on the date 29 days after Customer first accesses or uses a Subscription Service. The monthly period for a Subscription Service will automatically renew unless terminated in accordance with the Agreement.

There is an annual Fee due and payable to enable access to or use of Subscription Services via the WorldTariff Online Services offering. The annual period for the subscription Fee begins on the date that Customer first accesses or uses a Subscription Service. Unless terminated earlier, in accordance with the Agreement, the annual period for the subscription Fee will expire on the date 364 days after Customer first accesses or uses a Subscription Service. The annual period for a Subscription Service will automatically renew unless terminated in accordance with the Agreement.

A **“Query”** is a request for information or data from the Subscription Service.

The **“Pre-Classification (HS6 or full) – 2nd country”** requires that an initial Query for the classification of a commodity be made for a country and is a subsequent Query for the classification of the same commodity in another country.

Note the following regarding the per Query Fees:

- Customer is not charged for Queries that return an error.
- Canceling a running Query might incur charges (not to exceed the full Fee for the Query if the Query had run to completion).
- All Fees are in U.S. Dollars.

“User” means an unique identifier (e.g., user id and password) issued to an individual which permits that individual to use the Subscription Service. Subject to the limitation on the number of Users, from time to time, Customer may add, delete, replace and otherwise change those individuals who are Users. For the avoidance of doubt, the limitation on the number of Users only limits the number of Users who are authorized to access and use the Subscription Service; the individuals to whom such unique identifiers are issued may change, from time to time, and, subject to the limitation on the number of Users, there is no limit on the number of individuals who may access and use the Subscription Service over time.