

## **APTEAN SHIP TERMS OF SERVICE**

These Aptean Ship Terms of Service apply to Customer's access to and use of the Aptean Ship Services provided by Licensor pursuant to the Agreement.

### **1. The Services - How it Works**

Licensor, as part of the Service, provides a domestic and international multi-carrier shipping system that features turnkey interfaces to gain efficiencies in shipping, accounts receivable, and customer service for consolidator, parcel, and LTL shipments. The Aptean Ship Services can be accessed once registration for a provider account is complete.

### **2. Restrictions**

Customer may not duplicate, sell, disable, reverse-engineer, alter, distribute, sublicense, lease, exploit, copy, or reproduce the Aptean Ship Services or any software associated therewith without Licensor's written permission. Customer shall use the Aptean Ship Services solely for its internal business purposes in compliance with applicable law, and shall not use the Aptean Ship Service to:

- a. impersonate any person or entity or falsely claiming an affiliation with any person or entity;
- b. collect, or attempt to collect, personal information about users or third parties without their consent, or using such information except as necessary to use the Aptean Ship Services;
- c. transmit, or distribute content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy);
- d. use the Aptean Ship Services to develop or enhance any product that competes, directly or indirectly with the Aptean Ship Services; or
- e. interfere with another user's enjoyment of the Aptean Ship Services, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code.

In addition, if Licensor reasonably suspects that Customer is using the Aptean Ship Services for an unauthorized, illegal, or criminal purpose, Licensor may share information about Customer, its access to the Aptean Ship Services, and any of its transactions with law enforcement.

### **3. Customer's Responsibilities**

#### a. Resources

Licensor shall allocate an individual to act as a contact for anything related to the Aptean Ship Services.

#### b. Updating Contact Information

It is Customer's responsibility to keep its primary email and street address up to date. Customer understands and agrees that if Licensor sends Customer a communication that is not received because Customer's primary email or street address on file is incorrect, out of date, blocked by Customer's service provider, or Customer is otherwise unable to receive electronic communications, Licensor will be deemed to have provided the Communication to Customer. If Customer uses a spam filter that blocks or re-routes emails from senders not listed in its email address book, Customer must add Licensor to its email address book so that it will be able to receive the communications.

If any email address becomes invalid such that electronic communications sent to Customer by Licensor are returned, Licensor may suspend the Apteian Ship Services until its receive a valid, functioning primary email address.

c. Customer's Transactions

Customer is responsible for:

- i. any content in its transactions;
- ii. compliance of all transactions with all applicable laws or regulations;
- iii. managing its transactions to comply with applicable data protection laws; and
- iv. undertaking all necessary measures to ensure the security, confidentiality and integrity of its transactions.

If Licensor determines, in its sole discretion, that any content in Customer's transactions violates any provision of the Agreement, it may, at its option, suspend or terminate the Apteian Ship Services.

#### **4. Payment Terms**

Licensor will invoice Customer for all Apteian Ship Services provided. Unless otherwise specified in the Order Form, fees will be calculated according to the monthly Licensor Pricing found in Schedule 1. All prices are exclusive of taxes. Licensor reserves the right to increase the fees or update the fee structure found in Schedule 1 at any time.

#### **5. Intellectual Property Rights**

All right, title and interest in and to the Apteian Ship Services are owned by Licensor. Customer is granted a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to access and use the Apteian Ship Services solely for its internal business purposes, subject to any restrictions set forth in this Agreement. Customer retains sole ownership its transactions. Licensor is granted a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to the transactions solely for use in providing the Services.

**SCHEDULE 1**

APTEAN SHIP MONTHLY:

	Essentials	Businesses	Professional	Enterprise		Enterprise Tier 2	Enterprise Tier 3	Enterprise Tier 4
All Parcel carriers	\$268.00	\$378.00	\$568.00	\$848.00		\$1,148.00	\$1,498.00	\$1,898.00
All Parcel and LTL	\$368.00	\$528.00	\$868.00	\$1,348.00		\$1,748.00	\$2,098.00	\$2,498.00
Parcel Volume	1,500	7,000	16,000	30,000		60,000	125,000	200,000
Freight Volume	50	250	500	1,500		4,000	8,000	15,000
PLAN FEATURES								
Unlimited Users	x	x	x	x		x	x	x
HazMat	Not Available	Included	Included	Included		Included	Included	Included
Included Locations	5	10	20	40		50	50	50
Rating API	Not Available	Available	Available	Available		Available	Available	Available
PLUG-AND-PLAY CONNECTORS								
bcPacknShip	x	x	x	x		x	x	x
Aptean Distribution ERP (Apprise)	x	x	x	x		x	x	x
Traverse	x	x	x	x		x	x	x
WorkWise	x	x	x	x		x	x	x
ProcessPro	x	x	x	x		x	x	x
Made2Manage	x	x	x	x		x	x	x
Paragon (UK)	x	x	x	x		x	x	x

Elucid (UK)	x	x	x	x		x	x	x
Aptean eCommerce	x	x	x	x		x	x	x
Full Circle	x	x	x	x		x	x	x

APTEAN SHIP LIMITED MONTHLY:

	Essentials	Business	Professional	Enterprise		Enterprise Tier 2	Enterprise Tier 3	Enterprise Tier 4
UPS, FedEx & USPS	\$188	\$265	\$398	\$594		\$804	\$1,049	\$1,329
Parcel Volume	1,500	7,000	16,000	30,000		60,000	125,000	200,000
PLAN FEATURES								
Unlimited Users	x	x	x	x		x	x	x
HazMat	Not Available	Included	Included	Included		Included	Included	Included
Included Locations	5	10	20	40		50	50	50
Rating API	Not Available	Available	Available	Available		Available	Available	Available
PLUG-AND-PLAY CONNECTORS								
Aptean Distribution ERP (Apprise)	x	x	x	x		x	x	x
Traverse	x	x	x	x		x	x	x
WorkWise	x	x	x	x		x	x	x
M2M	x	x	x	x		x	x	x