

CLIENT AGREEMENT
UPSPSICAF04 – 0619

This Client Agreement (the “**Client Agreement**”) is entered by and between United Parcel Service, Inc. (an Ohio company) (“**UPS Customer Solutions**”) and the customer identified below (“**Client**”) and is effective as of the date last signed by **UPS Customer Solutions** and **Client** below (the “**Effective Date**”).

THE PARTIES

Client: San Bernardino County on behalf of Arrowhead Regional Medical Center	
Jurisdiction of Client Establishment (e.g., U.S.A., Canada, etc.): U.S.A.	
Client Notice Address:	UPSCS Notice Address:
Attn:	UPS Customer Solutions
400 N Pepper Ave	United Parcel Service, Inc. (an Ohio company)
Colton CA 92324	Attn: Contracts
	55 Glenlake Parkway, NE
	Atlanta, GA 30328
	<i>with a copy to:</i>
Client Billing Address:	UPS Customer Solutions
Attn:	United Parcel Service, Inc. (an Ohio company)
400 N Pepper Ave	Attn: Legal Department
Colton CA 92324	55 Glenlake Parkway, NE

TERMS OF THE CLIENT AGREEMENT

1. **The Agreement.** The Client Agreement consists of (a) this Client Agreement signature page (the “**Signature Page**”); (b) the General Terms and Conditions, including without limitation the Jurisdiction-Specific Terms Appendix, attached thereto and incorporated therein (the “**General Terms**”), as amended and executed by the parties on **June 28, 2022**; (c) all applicable UPS-CS Solutions specific terms and conditions indicated in the table on this Signature Page attached hereto and incorporated herein by reference, including without limitation the Jurisdiction-Specific Terms Appendix attached and incorporated therein (collectively, the “**Applicable Terms and Conditions**”); (d) each executed Order Form in the form of Exhibit A attached hereto (each, an “**Order Form**”); (e) the **Permitted Territory list** for UPS-CS Solutions available at [UPS Customer Solutions FORM Permitted Territory List.pdf](#) (the “Permitted Territory List”, as it may be updated by UPS Customer Solutions from time to time, which is incorporated herein by reference; and (f) all appendices, schedules, exhibits, and addenda to the foregoing, which are incorporated by reference into this Client Agreement. If there is a conflict between the documents comprising the Agreement, the following order of precedence shall apply: (a) Signature Page, (b) General Terms, (c) Applicable Terms and Conditions, and (d) each Order Form.

2. **Incorporation and Application of Terms; Definitions.** **Client hereby confirms that Client has read and fully understands all of the General Terms AND the Applicable Terms and Conditions, as well as the Permitted Territory List, each of which is available for review by accessing the identified web links. Client expressly agrees to the incorporation of each of the foregoing into this Client Agreement and the application to each of the referenced UPS-CS Solutions.**

a. The General Terms apply to all UPS-CS Solutions and services provided by UPS Customer Solutions, in addition to any solution-specific Applicable Terms and Conditions for such UPS-CS Solutions.

b. In addition and without excluding any of the foregoing, the Hardware Terms and Conditions apply to all purchases of and Order Forms identifying UPS-CS Solutions comprising hardware, but are not applicable to Client’s license or access to any other UPSCS Solutions.

c. In addition and without excluding any of the foregoing, the Local Software Terms and Conditions apply to any license of and Order Forms identifying UPS-CS Solutions comprising distributed and installed software. The available UPS-CS Solutions governed by the Local Software Terms and Conditions are identified therein and will be identified as such on the applicable Order Form. For purposes of clarity the Local Software Terms and Conditions will not be applicable to Client’s receipt of any UPS-CS Solutions comprising only hardware or hosted services.

d. In addition and without excluding any of the foregoing, the Hosted Services Terms and Conditions apply to any access to and Order Forms identifying UPS-CS Solutions comprising hosted services. The available UPS-CS Solutions governed by the Hosted Services Terms and Conditions are identified therein and will be identified as such on the applicable Order Form. For purposes of clarity the Hosted Services Terms and Conditions will not be applicable to Client’s receipt of any UPS-CS Solutions comprising only hardware or installed software.

3. **Term and Termination.** This Client Agreement will remain in effect for a period of five (5) years, or until terminated in accordance with the General Terms. Any Order Form may be terminated individually in accordance with the Applicable Terms and Conditions applicable to the UPS-CS Solutions identified thereon.

4. **Permitted Territory.** “Permitted Territory” means, for any UPS-CS Solutions, those countries and territories associated with such UPS-CS Solutions on the Permitted Territory List. UPS Customer Solutions is not obligated to perform, license, or install any UPS-

CS Solutions in or for use in any jurisdiction other than the United States of America or the Permitted Territory for each applicable UPS-CS Solution.

5. **Jurisdiction-Specific Terms.** This Client Agreement may only be presented to, and its effectiveness is conditioned upon execution by, a Client headquartered and established in the United States of America or one of the jurisdictions identified on the Permitted Territory List as of the Effective Date. If a jurisdiction does not appear on the Permitted Territory List, then it is not within the Permitted Territory.

a. If the “Jurisdiction of Client Establishment” identified on page 1 of this Client Agreement is not the United States of America, then the terms identified as applicable for such country or territory in the Jurisdiction-Specific Terms Appendix attached to and incorporated within the General Terms, as well as the terms of the Jurisdiction-Specific Terms Appendix attached to and incorporated into each of the Applicable Terms and Conditions, will replace or modify the applicable terms of the Client Agreement accordingly. For clarity, United Parcel Service, Inc., an Ohio corporation, is a third party beneficiary and not a party to this Agreement if Client is not established and headquartered in the United States of America, in which case “UPS Customer Solutions” has the meaning set forth on the Jurisdiction-Specific Terms Appendix incorporated within the General Terms.

b. Further, if the “Jurisdiction of Performance” identified on any Order Form is not the United States of America, then the terms identified as applicable for such country or territory in the Jurisdiction-Specific Terms Appendix attached to and incorporated within the General Terms, as well as the terms of the Jurisdiction-Specific Terms Appendix attached to and incorporated into each of the Applicable Terms and Conditions will apply and supersede those terms of the Client Agreement otherwise applicable solely to the extent necessary to comply with Applicable Law with respect to the performance under such Order Form within the identified jurisdiction.

6. **Counterparts; Electronic Signatures.** This Client Agreement may be executed in counterparts, each of which will constitute an original, and all of which, collectively, will constitute one and the same document upon execution by both parties. The parties shall be entitled to sign and transmit an electronic signature of this Client Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

7. **Entire Agreement.** The Client Agreement, together with any attachments or documents incorporated herein by reference constitutes the entire agreement between UPS Customer Solutions and Client with respect to the subject matter hereof, and supersedes all oral or written proposals or agreements, and all other communications, between the parties with respect to such subject matter. Without limiting the foregoing in any way, UPS Customer Solutions will not be bound by terms additional to or different from those in the Client Agreement that appear in Client’s purchase orders or acknowledgements. The parties hereto confirm their express desire that this Client Agreement, and all documents, and agreements directly or indirectly relating hereto, be drawn up in the English language. In the event that any provision of the Client Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the validity, legality, enforceability, and application of the remainder of the Client Agreement, and of such provision in any other circumstances, will not be affected thereby.

APPLICABLE TERMS AND CONDITIONS

	Terms and Conditions	Web Site Address for Identified Terms and Conditions
×	Hardware Terms and Conditions <ul style="list-style-type: none"> UPS Trackpad® hardware 	as attached hereto and hereby incorporated herein
×	Local Software Terms and Conditions <ul style="list-style-type: none"> UPS Trackpad® installed software ShipExec® installed software 	as attached hereto and hereby incorporated herein
□	Hosted Services Terms and Conditions <ul style="list-style-type: none"> UPS Trackpad® hosting services ShipExec® Cloud Complete View Solutions Select Pickup Manager 	as attached hereto and hereby incorporated herein

IN WITNESS WHEREOF, each of the parties hereto has caused this Client Agreement to be executed by its duly authorized representative by signature below, as of the Effective Date.

Client: San Bernardino County


By: _____

Name: Curt Hagman

Title: Chairman, Board of Supervisors

Date: _____

United Parcel Service, Inc. (an Ohio company).

By:  _____
DocuSigned by:
7DEBCD6F0B5F453.

Name: ELENA VERIZOVA

Title: Finance Manager

Date: 6/1/2022 | 6:54 AM PDT

Exhibit A
Form of Order Form

Order Form No. P219636
Order Form Effective Date: 06/28/2022

This Order Form No. **P219636** (the “**Order Form**”), entered into between United Parcel Service, Inc. (an Ohio company) or such entity designated in the Jurisdiction-Specific Terms Appendix with respect to the Jurisdiction of Client establishment (“**UPSCS**”) and **San Bernardino County on behalf of Arrowhead Regional Medical Center** (“**Client**”), is effective as of the date specified above (the “**Order Form Effective Date**”) and governed by that certain Client Agreement dated **June 28, 2022** between UPS Customer Solutions and Client (the “**Client Agreement**”).

Jurisdiction of Performance: U.S.A.
Initial Subscription Term (if applicable): N/A

SERVICES

- 1) UPSCS is responsible for installing and training at the Client facility located at **400 N Pepper Ave, Colton CA 92324**
- 2) Client I.T. will ship or provide access to remotely a PC to Cardinal Tracking for the UPS Trackpad 6.0 On-premise setup with the following minimum specs:
 - a) Microsoft Windows 10 Pro (64 bit editions) Operating System with appropriate service patch.
 - b) Microsoft Internet Explorer 10.0 or higher
 - c) CPU - 2 Core @ 2.4Ghz* or faster processor
 - d) Memory - 4gb* or more memory
 - e) HDD - 60gb* or more of disk capacity
 - f) IIS Enabled
 - g) .Net 4.7.2
 - h) Mouse and keyboard
 - i) Check for the required amount of power outlets and/or outlet strips
 - j) Ship PC to: Cardinal Tracking, Inc. 1825 Lakeway Drive, Suite 100 Lewisville, Texas 75057
 - i) Include the CTI order number in Ref 1 or 2 of the Shipping Label supplied by Solution Eng. Resource.
- 3) UPSCS and Trackpad Support Desk will do all work on site and/or Remotely:
 - a) Complete installation and functionality of Trackpad 6.0 on Client SQL or SQLEXPRESS workstation.
 - b) Setup Custom fields with Inbound and Delivery to match Client’s business needs for Order picking.
 - c) Test implementation and software functionality using Client testing plan.

Deliverables

- 1) Training and Configuration Services: Consultant will provide up to twelve (12) hours of new configuration services, and training for Client’s personnel regarding installation procedures and basic operation of the UPS Trackpad® system described below.
 - a) Basic operation training shall include information on system maintenance, inbound pick processes, data transfer, to the UPS Trackpad® handheld unit, the delivery process, report preparation, and data management. Configuration Services will include customer specific custom fields setup of the Trackpad system and necessary data manipulation.

Total UPS Professional Services & Travel Fees:

\$3,097.16

PRODUCTS

Local Software

Item	License Type	Qty	Price / Unit	License Fee
UPS Trackpad® Desktop Software License, 1 Site (Shared SQL Db)	Provisional	1	\$9,997.00	\$9,997.00
UPS Trackpad® HPC Software License per hpc unit, (1-5 units)	Provisional	2	\$1,043.00	\$2,086.00
Total Estimated License Fees:				\$12,083.00

Service Support

Item	Support Type	Qty	Price / Unit	License Fee
Trackpad 6.0 On-Premise Base software Installation by Cardinal Tracking (Required)	Annual	1	\$1,560.00	\$1,560.00
Total Estimated Support Fees:				\$1,560.00

Hardware

Item	Limited Hardware Warranty Period	Qty	Price / Unit	Purchase Price
Janam XT3 Standard Kit, Android 9, WIFI ONLY, Includes 1 Slot Ethernet Cradle, Holster, 3 Yr. Premium Warranty.	3	2	\$2,395.00	\$4,790.00
Zebra ZP-450 Thermal Bar Code Label Printer – USB	1	1	\$366.00	\$366.00
Zebra Labels 4x2 (Case 6 rolls approximately 1240 labels)	1	1	\$169.00	\$169.00
Total Estimated Purchase Price:				\$5,325.00
Total Solution Purchase Price:				\$22,065.16

Capitalized terms not defined in this Order Form have the same meanings ascribed in the Client Agreement. The parties agree that any change to this Order Form must be agreed to in writing by authorized representatives of the parties pursuant to a change order. For avoidance of doubt, any software licensed to Client pursuant to the Client Agreement will not be considered a “Deliverable” under any agreement between the parties. The parties hereto confirm their express agreement that this Order Form, and all documents and agreements directly or indirectly relating hereto, be drawn up in the English language.

IN WITNESS WHEREOF, UPS-PSI and Client have so agreed as of the date written above:

Client: <u>San Bernardino County</u> By: _____ Name: <u>Curt Hagman</u> Title: <u>Chairman, Board of Supervisors</u> Date: _____	United Parcel Service, Inc., an Ohio corporation <small>DocuSigned by:</small> By: <u>ELENA VERIZOVA</u> <small>7DEBCD6F0B5F45E</small> Name: <u>ELENA VERIZOVA</u> Title: <u>Finance Manager</u> Date: <u>6/1/2022 6:54 AM PDT</u>
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[End of Exhibit.]

Exhibit B
Permitted Territory

The table below identifies the Permitted Territory for each of the UPSCS Solutions. The Client Agreement may only be presented to, and its effectiveness is conditioned upon execution by, a Client headquartered and established in the United States of America or one of the jurisdictions identified on this Exhibit B (Permitted Territory) as of the Effective Date.

	SERVICES	PRODUCTS																		
	Consulting Services	ShipExec™ (Local Software)	ShipExec™ Cloud Services	UPS Trackpad® (Hardware)	UPS Trackpad® (Local Software)	UPS Trackpad® Hosted Services	UPS Complete View® Analytics	UPS Complete View® Confirm	UPS Complete View® Control	UPS Complete View® Data	UPS Complete View® Inform	UPS Complete View® Monitoring	UPS Complete View® Returns	UPS Complete View® Reporting	UPS Complete View® Shipping	UPS Complete View® Signature	UPS Complete View® Trailer	UPS Complete View® Trailer	UPS Complete View® Vendor	Select Pickup Manager (Hosted)
Belgium	X	X	X																	X
Brazil	X																			
Bulgaria	X	X	X																	X
Canada	X	X	X	X	X	X														X
China	X	X	X	X	X	X														X
Colombia	X																			
Costa Rica	X																			
Dominican Republic	X																			
Germany	X	X	X	X	X	X														X
Hong Kong	X	X	X																	X
India	X	X	X		X	X														X
Italy	X	X	X	X	X	X														X
Korea	X	X	X	X																
Japan	X	X	X	X	X	X														X
Malaysia	X	X	X																	X
Mexico	X	X	X																	X
Puerto Rico	X																			
Singapore	X	X	X	X	X	X														X
Spain	X	X	X																	X
Switzerland	X	X	X																	X
Taiwan (ROC)	X	X	X																	X
United Kingdom	X	X	X																	X