

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
**22-557**

SAP Number

### Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	<u>William L. Gilbert</u>
<b>Telephone Number</b>	<u>(909) 580-6150</u>
<b>Contractor</b>	<u>United Parcel Service, Inc.</u>
<b>Contractor Representative</b>	<u></u>
<b>Telephone Number</b>	<u></u>
<b>Contract Term</b>	<u>June 28, 2022 to June 27, 2027</u>
<b>Original Contract Amount</b>	<u>\$22,066</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>\$22,066</u>
<b>Cost Center</b>	<u>8400</u>

**Briefly describe the general nature of the contract:** Client Agreement with United Parcel Service, Inc., for the use of TrackPad equipment and software licenses in the amount of \$22,066, plus applicable taxes for the five-year period from June 28, 2022 to June 27, 2027

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Bonnie Uphoff  
Bonnie Uphoff, Deputy County Counsel

Date 6-17-2022

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶ William L. Gilbert  
William L. Gilbert, Director

Date 6/21/22

**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**

<b>Client: San Bernardino County on behalf of Arrowhead Regional Medical Center</b>	
<b>Jurisdiction of Client Establishment (e.g., U.S.A., Canada, etc.): U.S.A.</b>	
<b>Client Notice Address:</b>	<b>UPSCS Notice Address:</b>
Attn:	UPS Customer Solutions
400 N Pepper Ave	United Parcel Service, Inc. (an Ohio company)
Colton CA 92324	Attn: Contracts
	55 Glenlake Parkway, NE
<b>Client Billing Address:</b>	Atlanta, GA 30328
Attn:	<i>with a copy to:</i>
400 N Pepper Ave	UPS Customer Solutions
Colton CA 92324	United Parcel Service, Inc. (an Ohio company)
	Attn: Legal Department
	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"> <li>UPS Trackpad® hardware</li> </ul>	as attached hereto and hereby incorporated herein
×	Local Software Terms and Conditions <ul style="list-style-type: none"> <li>UPS Trackpad® installed software</li> <li>ShipExec' installed software</li> </ul>	as attached hereto and hereby incorporated herein
	Hosted Services Terms and Conditions <ul style="list-style-type: none"> <li>UPS Trackpad® hosting services</li> <li>ShipExec' Cloud</li> <li>Complete View Solutions</li> <li>Select Pickup Manager</li> </ul>	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.

<p>Client: <u>San Bernardino County</u></p> <p>By: <u><i>Dawn M Rowe</i></u></p> <p>Name: <del>Curt Hagman</del> <u>Dawn M. Rowe</u></p> <p>Title: <del>Chairman</del> <u>Vice Chair, Board of Supervisors</u></p> <p>Date: <u>JUN 28 2022</u></p>	<p><u>United Parcel Service, Inc. (an Ohio company).</u></p> <p>By: <small>DocuSigned by:</small> <u><i>ELENA VERIZOVA</i></u> <small>7DEBCD6F0B5F453...</small></p> <p>Name: <u>ELENA VERIZOVA</u></p> <p>Title: <u>Finance Manager</u></p> <p>Date: <u>6/1/2022   6:54 AM PDT</u></p>
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SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LYNNA MONELL  
Clerk of the Board of Supervisors of the County of San Bernardino

By *[Signature]*  
Deputy



**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
<b>Total Estimated License Fees:</b>				<b>\$12,083.00</b>

**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
<b>Total Estimated Support Fees:</b>				<b>\$1,560.00</b>

**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
<b>Total Estimated Purchase Price:</b>				<b>\$5,325.00</b>
<b>Total Solution Purchase Price:</b>				<b>\$22,065.16</b>

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:

<p><b>Client: San Bernardino County</b></p> <p>By: <u><i>Dawn M. Rowe</i></u></p> <p>Name: <u>Curt Hagman</u> Dawn M. Rowe <i>Vice Chair</i></p> <p>Title: <u>Chairman, Board of Supervisors</u></p> <p>Date: <u>JUN 28 2022</u></p>	<p><b>United Parcel Service, Inc., an Ohio corporation</b></p> <p><small>DocuSigned by:</small></p> <p>By: <u><i>ELENA VERIZOVA</i></u></p> <p>Name: <u>7DEBCD6F0B5F45ELENA VERIZOVA</u></p> <p>Title: <u>Finance Manager</u></p> <p>Date: <u>6/1/2022   6:54 AM PDT</u></p>
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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.

	PRODUCTS													SERVICES						
	ShipExectM (Local Software)	ShipExectM 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
Brazil																				
Bulgaria	X	X																		X
Canada	X	X	X	X	X															X
China	X	X	X	X	X															X
Colombia																				
Costa Rica																				
Dominican Republic	X																			
Germany	X	X	X	X	X															X
Hong Kong	X	X		X	X															X
India	X	X		X	X															X
Italy	X	X	X	X	X															X
Korea	X	X	X	X	X															X
Japan	X	X	X	X	X															X
Malaysia	X	X		X	X															X
Mexico	X	X		X	X															X
Puerto Rico	X																			X
Singapore	X	X	X	X	X															X
Spain	X	X		X	X															X
Switzerland	X	X		X	X															X
Taiwan (ROC)	X	X		X	X															X
United Kingdom	X	X																		X

GENERAL TERMS AND CONDITIONS  
UPSPSIGTC05-122, AS AMENDED

The provision of all consulting and professional services and products by United Parcel Service, Inc. (an Ohio company) (“UPS Customer Solutions”) is governed by the Client Agreement entered between UPS Customer Solutions and the customer identified thereon (“Client”), which includes without limitation these General Terms and Conditions (the “General Terms”), any Applicable Terms and Conditions, all Order Forms entered between UPS Customer Solutions and Client, the Jurisdiction-Specific Terms Appendix as applicable, and all schedules, exhibits, and addenda to any of the foregoing (all of the foregoing, collectively, the “Client Agreement”). These General Terms are hereby incorporated into and made subject to the Client Agreement entered between UPS Customer Solutions and Client. Capitalized terms used herein but not defined have the meaning ascribed to such terms in the Client Agreement.

1. Definitions.

a. “Affiliate” means an entity or entities directly or indirectly controlling, controlled by, or under common control with a party to the Client Agreement. The term “control” as used in the immediately preceding sentence means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by management agreement, by contract, or otherwise. Any such entity will be considered an Affiliate for only such time as such interest or control is maintained.

b. “Applicable Law” means any applicable law (including those arising under common law), statute, regulation, rule, or any ruling of a court or other body of competent jurisdiction, reporting or licensing requirement, ordinance and other pronouncement having the effect of law of the United States, any foreign country, or any domestic or foreign state, county, city, or other political subdivision, including that promulgated, interpreted, or enforced by any governmental or regulatory authority.

c. “Deliverables” means all work produced or otherwise provided by UPS Customer Solutions under the terms of the Client Agreement, whether preliminary or final, whether identified on an Order Form or not, and on whatever media rendered, including, without limitation, all inventions, custom software (including any object or source code related thereto), works of authorship, any accompanying documentation, user manuals, instructions or specifications provided by UPS Customer Solutions in connection therewith, releases, creations, updates, expressions, improvements, enhancements, modifications, formulas, product development plans, solutions, research, patterns, devices, methods, drawings, schematics, processes, versions, specifications, objects, tools, operating instructions, and documentation, whether patentable or unpatentable, which are first conceived or made or first actually or constructively reduced to practice pursuant to the Client Agreement. For clarity, Deliverables will not include any commercially available software of UPS Customer Solutions, its Affiliates or any third party, or any improvements, modifications, or documentation related thereto.

d. “Documentation” means any written or electronic descriptions, instructions, or other documentation describing the operation or functionality of the Products and Services that UPS PSI makes available to Client.

e. “Personal Data” means information in any form (including without limitation documents, computer files, audiovisual recordings or livestreams, recording of individuals on movie capturing devices, or any other form of information) that identifies or can be used to identify a natural person, directly or indirectly, including any customer, prospective customer, employee, or contractor of Customer. Personal Data includes “personal data” as defined in the California Consumer Privacy Act of 2018, California Civil Code Section 1798.100, et seq.

f. “Processing” or “Process” means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

g. “Required Consents” means any third party or governmental consents, approvals, permits, or other authorizations required to give UPS Customer Solutions the right or license to the extent necessary for the performance of Services to access and use the premises, hardware, software, firmware, and other products that Client uses, as well as any data or information associated therewith, without infringing any contractual obligations, confidentiality terms, ownership, license,

patent rights, copyrights, trademarks, trade secrets, and other intellectual property or proprietary rights of the providers or owners of the foregoing.

h. "Supported Carrier(s)" means those parcel shipping carriers and other transportation providers identified on an Order Form.

i. "Third Party Licensors" means those persons or entities whose software and services are incorporated as part of a Hosted Service or Local Software, including, without limitation, ConnectShip, Inc.

2. Services Terms.

- a. Scope of Services. The scope of services (the "Services") to be performed by UPS Customer Solutions will be mutually agreed to and set forth on an Order Form signed by both parties. Client agrees to purchase and UPS Customer Solutions agrees to provide the Services described in the Order Form, subject to Client's payment of the required fees. In the event Client desires to modify the scope of the Services after the parties have executed the Order Form and UPS Customer Solutions determines that such modifications would require services materially in excess of the Services or in addition to its obligations under these General Terms or an Order Form, or extend the time needed to complete the Services, UPS Customer Solutions will be under no obligation to perform such modified services unless both parties execute an amended Order Form.
  - b. Time Limitation. UPS Customer Solutions reserves the right to withdraw any proposed Order Form and redefine the description of Services and fees set forth thereupon if such Order Form has not been executed by Client within ninety (90) days after the date the applicable Order Form is first delivered to Client.
  - c. Rates and Expenses. Client agrees to pay UPS Customer Solutions for all time incurred by UPS Customer Solutions in connection with the performance of Services pursuant to these General Terms on a time and materials basis at UPS Customer Solutions' hourly billing rates in effect as of the date the applicable Order Form is executed by UPS Customer Solutions, or as otherwise agreed in an executed Order Form. Cooperation. Client agrees to cooperate with UPS Customer Solutions' performance of the Services. Client further agrees to take any and all actions necessary to enable UPS Customer Solutions to perform the Services in an effective and efficient manner.
  - d. Place of Performance. The Services may be rendered at Client's facilities, UPS Customer Solutions' facilities, or at other suitable locations mutually agreed by UPS Customer Solutions and Client.
  - e. Ownership of Deliverables and License. All Deliverables developed or otherwise provided by UPS Customer Solutions under any Order Form will be the sole property of UPS Customer Solutions or its third party licensors. Except as provided in Section 6 below, UPS Customer Solutions grants a perpetual, nonexclusive, nontransferable, royalty free license to Client to use (but not modify) the Deliverables for Client's internal business purposes. Client agrees that it has no right, title, or interest to the Deliverables other than the license rights described in this Section 2(f). Client will keep the Deliverables free from any liens, claims, or encumbrances, attachments, rights of others and legal processes of Client's creditors or any other third party.
  - f. Required Consents. Client will promptly obtain all Required Consents necessary for UPS Customer Solutions to provide the Services, and provide evidence of the same to UPS Customer Solutions where reasonable or necessary. UPS Customer Solutions will be relieved of the performance of any obligations to the extent such obligations would reasonably be expected to be affected, or are affected, by Client's failure to promptly obtain and provide any Required Consents to UPS Customer Solutions.
3. Fees and Payment; Taxes. UPS Customer Solutions' invoices for fees, purchase prices, and expenses will be due and payable Net 60 days from receipt of invoice by Client. All such fees, purchase prices, and expenses will be fully earned when due and nonrefundable when paid. Invoices not paid within thirty (30) days from the invoice date will bear interest from the invoice date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by Applicable Law, whichever is less. All payments by Client to UPS Customer Solutions hereunder for fees and expenses will be net of any sales or services tax, VAT, or any other tax of any kind whatsoever imposed by a governmental authority with respect to the services rendered, products provided, or expenses incurred under the Client Agreement (other than a tax imposed upon the income or profits of UPS Customer Solutions). Client will pay

any such taxes and duties whenever such taxes and duties are imposed by a governmental authority and to reimburse UPS Customer Solutions for any future payments of such tax made by UPS Customer Solutions to a governmental authority.

4. Term and Termination.

a. Term. This Client Agreement will remain in effect for a period of five (5) years, unless terminated sooner in accordance with the General Terms. Any Order Form may be terminated individually. Either party may, at its election, upon thirty (30) days prior written notice, terminate the Client Agreement; provided, however, that the termination of the Client Agreement will not affect in any way any right or claim of any party hereto incurred or accruing prior to the date of termination, including without limitation, any right or claim of UPS Customer Solutions for compensation payable for Services rendered or reimbursable expenses incurred prior to such termination date.

b. Effect of Termination. Upon termination or expiration of this Client Agreement or any Order Forms, all consents and other rights granted to Client thereunder for UPS-CS Solutions included in all affected Order Forms will immediately terminate. UPS Customer Solutions and its licensors reserve all rights not specifically granted to Client herein. Upon termination or expiration of a subscription for Hosted Services, all consents and other rights granted to Client under the Applicable Terms for such UPS-CS Solution will automatically terminate and UPS Customer Solutions will have no further obligation to provide the UPS-CS Solution under the applicable Order Form. Client will return the applicable Documentation and all copies thereof for any Hosted Services or Local Software to UPS Customer Solutions within thirty (30) days after termination or expiration of the subscription for such Hosted Services or license to Local Software. UPS Customer Solutions and its licensors reserve all rights not specifically granted to Client herein.

5. Confidentiality. **“Confidential Information”** means all nonpublic information, whether disclosed by a party or its affiliates or their respective employees or contractors, that is designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 6250). Confidential Information includes: information containing, based upon, or related to the Deliverables, Hardware, Local Software, Hosted Services, trade secrets, know-how, work product, processes, analysis, techniques, ideas, concepts and any information that has been disclosed to UPS Customer Solutions or its Affiliates by a third party that UPS Customer Solutions or its Affiliates is obligated to treat as confidential or secret. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose of its own, other than in its performance under the Client Agreement, and will not commercialize any of the Disclosing Party’s Confidential Information. The Receiving Party will restrict access to the Disclosing Party’s Confidential Information to its (i) employees who are required to have access to such Confidential Information, and (ii) agents, consultants, and contractors who are required to have access to such Confidential Information who have executed, in advance of any such disclosure, a confidentiality or non-disclosure agreement with obligations of confidentiality no less restrictive than the requirements of the Client Agreement. The Receiving Party will use at least the same degree of care in safeguarding the Disclosing Party’s Confidential Information as it uses in safeguarding its own Confidential Information, but in no event will a party use less than reasonable diligence and care, to protect the Disclosing Party’s Confidential Information against disclosures or uses prohibited by this Agreement. Both parties represent that it has a good faith belief that such portions are exempt from disclosure under the Regulations and agrees to reimburse the other party for, and to indemnify, defend, and hold harmless the other party, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys’ fees, expenses, and court costs of any nature arising from or relating to the other party’s non-disclosure of any such information.

The restrictions contained in this Section 5 will not apply to any information that (A) is in package manifest information or package level detail, including an addressee’s full name, complete delivery address, email address and phone number, and a package’s weight and measurements, whether such information appears or may appear on, or be derived from, the exterior of packages, including information contained in plain text or bar code form on shipping labels affixed to packages (B) is at the time of disclosure, or subsequently becomes part of, the public domain through no improper or negligent act of the Receiving Party, (C) is in the possession of the Receiving Party prior to its receipt of such information from the Disclosing Party, as evidenced by the Receiving Party’s written records prior to the time of disclosure, (D) has been independently developed by the Receiving Party without the benefit or use, directly or

indirectly, of the Disclosing Party's Confidential Information, as evidenced by the Receiving Party's written records; (E) is rightfully received by the Receiving Party from a third party without restriction and without breach of the Client Agreement or any other agreement; (F) is approved for release by written authorization of the Disclosing Party; or (G) is required to be disclosed by operation of law.. If the Receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the Disclosing Party, it will, to the extent legally permissible, promptly notify the Disclosing Party and if requested by the Disclosing Party, tender to the Disclosing Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the Receiving Party will then be entitled to comply with the request to the extent permitted by law.

The covenants of confidentiality set forth in this Section 5 will apply after the date of the Client Agreement to all Confidential Information disclosed to the Receiving Party after the date of the Client Agreement; and will continue and must be maintained from the date of the Client Agreement through the termination of the relationship between Client and UPS Customer Solutions and: (aa) with respect to Confidential Information, for an additional three-year period; and (bb) with respect to Confidential Information that rises to the level of a "trade secret", as defined under Applicable Law, for the greater of such three-year period or the period of time such information retains its status as a "trade secret" as determined under Applicable Law.

Notwithstanding anything in the Client Agreement to the contrary, UPS Customer Solutions will be free to use for any purpose the residuals resulting from access to or work with Client's Confidential Information, provided that UPS Customer Solutions maintains the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained in the memories of persons who have had access to the Confidential Information, including ideas, concepts, know-how, or techniques contained therein. UPS Customer Solutions will not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

6. Commercial Software. If, during the course of the relationship between the parties, Client requests commercial software from UPS Customer Solutions, the parties acknowledge and agree that such software will be subject to the terms and conditions of a separate software license agreement or Applicable Terms. The parties acknowledge and agree that nothing in these General Terms will be deemed to grant Client access or use of any commercial software.
7. Use of Name and Publicity. Neither party will, without prior written consent of the other party in each instance, use in advertising, publicity, or otherwise (a) the name of the other party or any of its Affiliates, or any partner or employee of such party or its Affiliates, or (b) any trade name, trademark, trade device, or simulation thereof owned by any of the foregoing.
8. Disclaimer of Warranty.

a. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS CLIENT AGREEMENT OR IN THE APPLICABLE TERMS AND CONDITIONS, ANY DELIVERABLE, PRODUCT, (E.G., HARDWARE, HOSTED SERVICES AND LOCAL SOFTWARE) AND ANY OTHER ITEMS PROVIDED UNDER THIS CLIENT AGREEMENT ARE PROVIDED "AS IS" AND ANY HOSTED SERVICE PROVIDED UNDER THIS CLIENT AGREEMENT IS PROVIDED "AS AVAILABLE." EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CLIENT AGREEMENT, UPS CUSTOMER SOLUTIONS AND ITS THIRD PARTY LICENSORS MAKE NO WARRANTY, REPRESENTATION, GUARANTEE, CONDITION, UNDERTAKING, OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR USE OF THE DELIVERABLES, SERVICES, PRODUCTS (E.G., HARDWARE, HOSTED SERVICES AND LOCAL SOFTWARE) AND ANY OTHER ITEMS PROVIDED UNDER THIS CLIENT AGREEMENT OR AS TO THE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY HOSTED SERVICE, AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, AS ARE ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE. THE HOSTED SERVICES PROVIDE FUNCTIONALITY THAT UTILIZES THE INTERNET WHICH IS NOT UNDER THE CONTROL OF UPS CUSTOMER SOLUTIONS OR ITS THIRD PARTY LICENSORS OR AFFILIATES. ACCORDINGLY, UPS CUSTOMER SOLUTIONS AND ITS THIRD PARTY LICENSORS WILL NOT BE HELD RESPONSIBLE OR

LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY CLIENT'S INABILITY TO ACCESS THE INTERNET. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CLIENT AGREEMENT, NO WARRANTY IS MADE BY UPS CUSTOMER SOLUTIONS AND ITS THIRD PARTY LICENSORS THAT DEFECTS IN ANY OF THE DELIVERABLES, SERVICES, PRODUCTS (E.G., HARDWARE, HOSTED SERVICES AND LOCAL SOFTWARE) AND ANY OTHER ITEMS PROVIDED UNDER THIS CLIENT AGREEMENT WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY UPS CUSTOMER SOLUTIONS OR ANY UPS CUSTOMER SOLUTIONS REPRESENTATIVE WILL CREATE A WARRANTY. UPS CUSTOMER SOLUTIONS IS NOT RESPONSIBLE FOR CLIENT MISUSE OR ABUSE OF ANY DELIVERABLES, SERVICES OR PRODUCTS OR THE COMBINATION OF DELIVERABLES, SERVICES OR PRODUCTS WITH ANY PRODUCTS OR SERVICES NOT APPROVED IN WRITING BY UPS CUSTOMER SOLUTIONS. In the event that any Hardware, Local Software, Hosted Service or any component thereof fails to perform materially in accordance with the applicable Documentation, the failure is promptly reported to UPS Customer Solutions, and UPS Customer Solutions can reproduce the failure, UPS Customer Solutions will use reasonable efforts to correct such failure without additional charge to Client, in accordance with the maintenance obligations of the applicable Documentation. UPS Customer Solutions may request certain information (data, screen shots, etc.) to properly validate and reproduce the error or malfunction. The foregoing will be Client's sole and exclusive remedy for any such failure.

b. APPLICABILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 8 MAY NOT APPLY TO CLIENT. THIS AGREEMENT GIVES CLIENT SPECIFIC LEGAL RIGHTS. CLIENT MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. CLIENT AGREES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UPS CUSTOMER SOLUTIONS, ITS AFFILIATES AND ITS THIRD PARTY LICENSORS WILL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THIS AGREEMENT DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), USE OF OR INABILITY TO USE THE DELIVERABLES, SERVICES, PRODUCTS (E.G., HARDWARE, HOSTED SERVICES AND LOCAL SOFTWARE) OR OTHERWISE, EVEN IF UPS CUSTOMER SOLUTIONS OR ITS THIRD PARTY LICENSOR HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. OTHER THAN AS DESCRIBED IN SECTION 10 OR ARISING FROM UPS CUSTOMER SOLUTIONS' GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR VIOLATION OF LAW, IN NO EVENT WILL UPS CUSTOMER SOLUTIONS, ITS AFFILIATE'S OR ANY THIRD PARTY LICENSOR'S LIABILITY UNDER THIS AGREEMENT EXCEED FIFTY THOUSAND U.S. DOLLARS (US\$50,000). ANY CLAIMS NOT MADE BY CLIENT WITHIN SIX (6) MONTHS AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED IRREVOCABLY WAIVED. THE LIMITATION OF LIABILITY PROVIDED UNDER THIS SECTION 9 WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS Customer Solutions OR IN THE EVENT OF PERSONAL INJURY OR DEATH.

10. Intellectual Property Claim.

a. Covered Claims. UPS Customer Solutions will defend, Client, and its officers, employees, agents, and volunteers from and against any third party claims that the Deliverables, as provided by UPS Customer Solutions infringe any third party's United States patent, copyrights, or trademarks issued as of the Effective Date (collectively, "Claims"). UPS Customer Solutions' obligations under this Section 10 will not apply to the extent (i) Client has modified or altered the Deliverables, if the alleged infringement would not have arisen but for such modification or alteration; (ii) use of the Deliverables in an application or environment for which the Deliverables were not designed or contemplated under the Client Agreement; or (iii) such Claim arises from UPS Customer Solutions' compliance with any of Client's specifications or requests and is not attributable to UPS Customer Solutions' exercise of any discretion in determining how to comply with Client's directions, but only if such exercise of discretion by UPS Customer Solutions is the cause of such Claim, if the alleged infringement would not have arisen but for such

compliance. If as a result of any Claim under this Section 10, Client's right to use the Deliverables is enjoined, or if UPS Customer Solutions believes that the any Deliverables are likely to become the subject of a Claim, UPS Customer Solutions may at its expense (A) procure for Client the right to continue to use such Deliverables, or (B) modify such Deliverables to become non-infringing in a manner that does not materially diminish the quality or performance of such Deliverables, or (C) if UPS Customer Solutions is unable to accomplish either item (A) or (B), UPS Customer Solutions may refund any the pro-rata portion of monies paid by Client to UPS Customer Solutions for such Deliverables. The foregoing states the entire liability of UPS Customer Solutions with respect to any Claim that the Deliverables infringe any third party's intellectual property rights.

b. Prerequisites. If a claim is made or threatened, including without limitation the filing of a lawsuit against Client, or Client receives a demand or notice claiming actual or potential infringement or misappropriation of any intellectual property rights, Client will use reasonable efforts to notify UPS Customer Solutions promptly of such lawsuit, claim or election. However, Client's failure to provide or delay in providing such notice will relieve UPS Customer Solutions of its obligations only if and to the extent that such delay or failure materially prejudices UPS Customer Solutions' ability to defend such lawsuit or claim. Client will give UPS Customer Solutions sole control of the defense (with counsel reasonably acceptable to Client) and settlement of such claim; provided that UPS Customer Solutions may not settle the claim or suit absent the written consent of Client unless such settlement (a) includes a release of all claims pending against Client, (b) contains no admission of liability or wrongdoing by Client, and (c) imposes no obligations upon Client for payment of monies. other than an obligation to stop using the Deliverables.

c. Limitation. NOTWITHSTANDING ANYTHING IN THE CLIENT AGREEMENT TO THE CONTRARY, INCLUDING, WITHOUT LIMITATION, SECTION 9 OF THESE GENERAL TERMS (LIMITATION OF LIABILITY), UPS CUSTOMER SOLUTIONS' CUMULATIVE AGGREGATE LIABILITY WITH RESPECT TO THIS SECTION 10, INCLUDING DEFENSE COSTS, WILL NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000).

11. Insurance. Without in anyway affecting any indemnity obligations and in addition thereto, UPS Customer Solutions shall secure and maintain throughout the Agreement term the types of insurance with limits as shown in Attachment A, Insurance Requirements, as attached hereto and incorporated herein.
12. Notices. All notices, requests, demands, or other communications required or permitted to be given or made under the Client Agreement must be in writing and will be given by personal service, UPS Next Day Air, facsimile, or by United States certified mail, return receipt requested, postage prepaid to the addresses set forth on the Client Agreement, or such other address as either party may provide by written notice to the other party.
13. No Assignment. Neither party may assign any of its rights or delegate any of its duties pursuant to the Client Agreement without the prior written consent of the other party, and any attempted assignment without such consent will be void. Notwithstanding the foregoing UPS Customer Solutions has the right to assign or delegate any of its rights and obligations to an Affiliate without Client's consent. In particular, pursuant to where the Jurisdiction-Specific Terms Appendix attached hereto specifies an entity other than United Parcel Service, Inc. (an Ohio company) as "UPS Customer Solutions" for purposes of performance under this Agreement, UPS Customer Solutions has the right to assign its rights or obligations under this Agreement or subcontract without limitation to UPS Professional Services, Inc., an entity established under the laws of the United States. Any Affiliate to which UPS Customer Solutions has subcontracted or assigned rights or obligations will be a third party beneficiary of Client's obligations under this Agreement with respect to all applicable rights and obligations, and entitled to enforce the terms of this Agreement. The parties acknowledge and agree that a change of control will constitute an assignment under this Section 12. A "change of control" means a transaction or series of transactions (a) pursuant to which control of a party hereto is acquired by persons or entities other than those who control such party on the date of the Client Agreement, where "control" means ownership or control, direct or indirect, of more than fifty percent (50%) of the stock or other equity interest entitled to vote for the election of directors or equivalent governing body, or (b) resulting in the sale of all or substantially all of a party's assets.
14. Governmental Authorizations; Export Controls. Neither UPS Customer Solutions nor any of its employees or Affiliates will act as Client's agent or representative in governmental matters. Client agrees to use the Deliverables, Services and Products (e.g., Hardware, Hosted Services and Local Software) and any other systems or materials only in strict compliance with Applicable Laws and in a fashion that does not, in the sole judgment of UPS Customer Solutions, negatively reflect on the goodwill or reputation of UPS Customer Solutions or its Affiliates. Client is solely

responsible for obtaining any licenses or other governmental authorizations related to Client's use of the Deliverables, Services and Products (e.g., Hardware, Hosted Services and Local Software) that may be required by Applicable Law. Client agrees to comply with (a) all United States export laws and regulations governing the export or re-export of the Deliverables, Services and Products (e.g., Hardware, Hosted Services and Local Software) or other systems or materials, including, without limitation, the U.S. Export Administration Regulations (and the prohibitions on activities with entries on the Denied Persons and Entity Lists contained therein), the International Traffic in Arms Regulations and any regulations administered by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and (b) all Applicable Laws and regulations of countries other than the United States that govern the importation, use, export or re-export of the Deliverables, Services and Products (e.g., Hardware, Hosted Services and Local Software) or other systems or materials. Client agrees to comply with any conditions that are contained in any export licenses pertaining to the foregoing items. Without limiting the generality of the foregoing, Client will not export or re-export, directly or indirectly, any of the Deliverables, Services and Products (e.g., Hardware, Hosted Services and Local Software), or other systems or materials to any person or entity located in any country subject to embargo or sanctions by OFAC or to any individual or entity listed on OFAC's Specially Designated Nationals List without appropriate governmental approval in each instance. For purposes of convenience only, OFAC's Specially Designated Nationals List can be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

15. **Data Use and Protection.** Client understands that UPS Customer Solutions may Process the Personal Data provided by Client, including storing, reviewing, analyzing, and providing reports based upon such Personal Data. Client represents and warrants that (i) in regards to the data Client provides to UPS Customer Solutions (if any) with respect to performance under this Client Agreement, including without limitation all Personal Data (the "Data"), Client has collected the Data lawfully and has the right to provide such data to UPS Customer Solutions for Processing consistent with the terms of this Agreement, (ii) Client's provision of Personal Data to UPS Customer Solutions hereunder for the Processing contemplated by this Agreement complies with all Applicable Laws, (iii) the Data does not and will not violate, infringe upon, or misappropriate the intellectual property rights or other personal or proprietary rights of any person or entity or violate the terms of any agreement of Client with any third party, (iv) Client has provided all notices to and secured all consents required by Applicable Law from the subject(s) of such Data prior to provision of such Data to or use of the Data by UPS Customer Solutions. Client has sole responsibility for the accuracy, quality, and legality of the Personal Data and the means by which Client acquired the Personal Data. Client acknowledges and agrees that its "provision" of Personal Data to UPS Customer Solutions includes any means of providing or making information available to UPS Customer Solutions in connection with the Agreement, including without limitation physical or electronic file transfers, discussions, and/or walk-through inspections by UPS Customer Solutions personnel or others (and which may include audiovisual recording). Client acknowledges that all Personal Data that Client provides to UPS Customer Solutions will be stored, Processed, disclosed, and managed by UPS Customer Solutions and its Affiliates consistent with the UPS Privacy Notice published at [www.ups.com](http://www.ups.com) then in effect. UPS Customer Solutions may retain video material captured for the duration of the Services, plus one year thereafter, provided that UPS Customer Solutions will delete such material sooner if requested by Customer. Customer specifically instructs UPS Customer Solutions to Process Personal Data as permitted hereunder.
16. **Governing Law; Venue; Arbitration.**
- a. Applicable Law. The Client Agreement will be governed by and construed and enforced in accordance with the laws of the State of California United States, excluding its principles of conflicts of law.
  - b. Disputes – United States. Both parties will be entitled to seek interim relief or provisional remedies, and both parties are entitled to enforce judgments or awards, before any court having jurisdiction.
  - c. Disputes – Other. If Client's jurisdiction of establishment is any jurisdiction outside the United States, then except for the right of either party to apply to a court of competent jurisdiction for an injunction or other equitable relief available under Applicable Law to preserve the status quo or prevent irreparable harm pending the selection and confirmation of a panel of arbitrators, and for the right of UPS Customer Solutions to bring suit for outstanding fees or payments due UPS Customer Solutions hereunder, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules in effect on the date of this Agreement (the "Rules"), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration will be administered by the American Arbitration Association in accordance with its "Procedures for Cases under the UNCITRAL Arbitration Rules", applying the substantive laws of the State of New York and the United

States. The award will be rendered in the English language, and the arbitration will be held in (A) Miami, Florida, United States of America if Client is established in Central or South America, (B) London, England if Client is established in Europe, (C) Singapore, if Client is established in the Asia-Pacific region, or (D) Atlanta, Georgia, United States of America, if Client is established in any other jurisdiction. There will be three arbitrators who must be fluent in English and each must be either a retired judge or practicing attorney having at least ten (10) years litigation experience and be reasonably familiar with the technology matters relative to the dispute. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such award. The award of the arbitrators will be final and binding, will be the sole and exclusive remedy between the parties regarding such dispute, and the parties explicitly waive request for review under Article V Section 1 of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The arbitration agreement set forth in this section 15(c) will be binding upon the parties, their successors and permitted assignees, and the rights and obligations of the parties will remain in full force and effect pending the enforcement of any award in any arbitration proceeding hereunder, notwithstanding termination, for any reason, of this Agreement.

- 17. Force Majeure. UPS Customer Solutions will not be liable or responsible for any delay or failure in performance resulting from any event, circumstance or condition that is beyond its reasonable control, including, without limitation, acts of God, hurricane, tornado, rain, flood, sinkhole, wind, hail, lightning, earthquake, snow or ice, extreme high or low temperatures, pandemic, endemic, water or gas main break, cable cut, fire, explosion, riot, terrorist act, military action, any other act or failure to act on the part of a governmental authority or third party, strike, lockout, or other labor problem, transportation delay, unavailability of fuel, supplies or materials, or change in or in the interpretation of any law or regulation (each a "Force Majeure Event").
- 18. Modifications; No Waiver. The terms and conditions of the Client Agreement may not be amended, waived, or modified, except in writing signed by an authorized representative of the party to be charged therewith, and any proposal for additional or different terms, or any effort by Client to vary the terms of this Client Agreement, is hereby objected to and rejected.  
  
No failure or delay of either party to exercise any rights or remedies under the Client Agreement or any component thereof will operate as a waiver such rights or remedies, nor will any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor will any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances.
- 19. Headings. The headings of sections of the Client Agreement are for convenience of reference only and will not affect the meaning or interpretation of the Client Agreement in any way.
- 20. Survival. Notwithstanding anything herein or in the Client Agreement to the contrary, the provisions of Sections 1, 2(c), (f) and (g), 3 through 6, 8 through 11, and 15 through 19 of these General Terms will survive the termination or expiration of the Client Agreement.

[End of General Terms and Conditions]

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this 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.

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY



*Dawn M. Rowe*

~~Curt Hagman, Chairman~~, Chairman, Board of Supervisors

Dawn M. Rowe, *vice Chair*

UNITED PARCEL SERVICES, INC. (AN Ohio company)

By

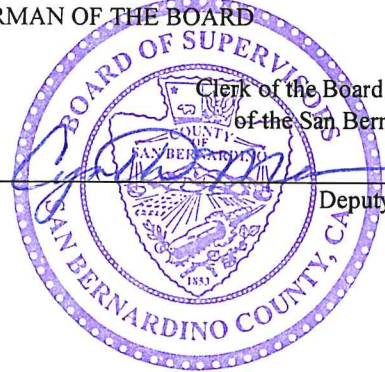
DocuSigned by:

*ELENA VERZOVIA*

(Authorized signature - sign in blue ink)

Dated: JUN 28 2022  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County  
Deputy



Name ELENA VERIZOVA  
*(Print or type name of person signing contract)*

Title Finance Manager  
*(Print or Type)*

Dated: 5/4/2022 | 10:10 AM PDT

Address United Parcel Service, Inc

JURISDICTION-SPECIFIC TERMS APPENDIX BELGIUM

“UPS Customer Solutions” means United Parcel Service Belgium NV.

1. Section 4. Termination. The following sentence is hereby added at the end of Section 4:

“For clarity, UPS Customer Solutions’ termination rights under Section 4 do not require the prior intervention of any court.”

BRAZIL

“UPS Customer Solutions” means UPS do Brazil Remessas Expressas Ltda.

1. Section 3. Fees and Payment; Taxes. The fourth sentence of Section 3 is hereby deleted and replaced with the following:

“All payments by Client to UPS Customer Solutions hereunder for fees and expenses will be net of any sales or services tax, VAT, withholding tax (including withholding income tax) or any other tax of any kind whatsoever imposed by a governmental authority with respect to the Services rendered or expenses incurred hereunder (other than a tax imposed upon the income or profits of UPS Customer Solutions levied by the government of the United States or any of its states), and Client agrees to pay any such tax whenever such tax will be imposed by a governmental authority and to reimburse UPS Customer Solutions for any future payments of such tax made by UPS Customer Solutions to a governmental authority.”

BULGARIA

“UPS Customer Solutions” means UPS Europe SPRL.

CANADA

“UPS Customer Solutions” means United Parcel Service Canada Ltd.

1. Section 3. Fees and Payment; Taxes. The third and fourth sentences of Section 3 are hereby deleted and replaced with the following:

“Invoices not paid within thirty (30) calendar days from the invoice date will bear interest from the invoice date until paid at a rate of one and one-half percent (1.5%) per month calculated daily, compounded monthly (nineteen point five six percent (19.56%) per annum) or the maximum rate permitted by Applicable Law, whichever is less. All prices and fees provided on a Work Order or otherwise payable to UPS Customer Solutions hereunder are exclusive of sales, use, services, value added tax, harmonized sales tax, goods and services tax, provincial sales tax or any other tax or charge of any kind whatsoever imposed by a governmental authority with respect to the permissions granted, services rendered or expenses incurred hereunder (other than a tax imposed upon the income or profits of UPS Customer Solutions), and Client agrees to pay any such tax or charge whenever such tax or charge shall be imposed by a

governmental authority and to reimburse UPS Customer Solutions for any future payments of such tax or charge made by UPS Customer Solutions to a governmental authority.”

2. Section 2(f). Ownership of Deliverables. The last sentence of Section 2(f) is hereby deleted and replaced with the following:

“In the event that any right, title or interest in such Deliverables cannot be transferred or assigned to UPS Customer Solutions under Applicable Law, Client (i) waives and will not assert such rights and (ii) will ensure that its employees and contractors similarly waive and will not assert such rights, including without limitation any moral rights under Canada’s Copyright Act, any other applicable legislation and under common law.”

3. Section 8(a). Disclaimer. In the second sentence of Section 8(a), the words “ARISING FROM COURSE OF DEALING OR USAGE” are hereby deleted and replaced with the following:

“ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, REGARDING MEETING CLIENT’S NEEDS, OR OF BEING ERROR-FREE”.

4. Section 14. Data Use and Protection. Section 14 is hereby deleted and replaced with the following:

“For the purposes of this Section, “Personal Information” means any information, including any information identifiable to an individual, that is protected under applicable Privacy Legislation; and “Privacy Legislation” means the Personal Information and Protection of Electronic Documents Act (Canada) and any other Canadian, federal or provincial, or other governmental authority personal information protection legislation, as from time to time enacted or amended.

UPS Customer Solutions may access Personal Information for the purposes set forth in the UPS Privacy Notice available at [www.ups.com](http://www.ups.com) then in effect. Client acknowledges that Personal Information provided to UPS Customer Solutions and UPS may be transferred and stored by UPS Customer Solutions in the United States or to other jurisdictions that may not have the same level of data protection as the country of origin of the individuals to whom the personal information relates. Client represents and warrants to UPS Customer Solutions, and acknowledges that UPS Customer Solutions is relying on these representations and warranties, that: (i) Client has provided all notices and obtained all consents as required by the Privacy Legislation to provide the Personal information to UPS Customer Solutions, and shall maintain such records evidencing that it obtained, which consent covers the uses by UPS Customer Solutions as set out in UPS Customer Solutions privacy policy, and to perform the terms of this Agreement, including the transfer and storage of same in foreign jurisdictions, and for any further processing consistent with the terms of this Agreement; and (ii) has complied with all applicable Privacy Legislation in the collection and disclosure to UPS Customer Solutions of such Personal Information. If requested by UPS Customer Solutions, Client shall provide copies of the consents obtained by Client. Client shall not do, cause or permit to be done anything which may cause or otherwise result in a breach by UPS Customer Solutions of applicable Privacy Legislation. Client will be solely responsible for compliance with Applicable Law (including the Privacy Legislation) regarding the use, processing, or transfer of any data (including Personal Information) made available to UPS Customer Solutions under this Agreement.

UPS Customer Solutions will not collect, handle, use, copy, sell, disclose, dispose of or destroy any Personal Information except as set out in UPS Customer Solutions privacy policy and to perform its obligations under this Agreement; and is responsible for taking reasonable steps to protect the Personal Information from loss, theft, or unauthorized use, access, disclosure, copying, alteration or destruction.”

5. Section 20. English Language. The following is hereby added as a new Section 20:

“English Language. The parties declare that they have required that this Agreement and all documents related hereto either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu’elles exigent que cette entente et tous les documents y afférents soit pour le présent ou le futur, soient rédigés en langue anglaise seulement.”

#### CHINA

“UPS Customer Solutions” means UPS Parcel Delivery (Guangdong) Co Ltd.

1. Section 3. Fees and Payment; Taxes. The following text is hereby added to the end of Section 3:

“Client shall promptly make all such registrations and filings with any PRC government authority as may be necessary or desirable to enable the fees to be remitted offshore in accordance with Applicable Law (including, where applicable, registration of this Agreement as a technology import contract with the local counterpart of the PRC Ministry of Commerce under the PRC Regulations on the Administration of the Import and Export of Technologies).”

#### COLOMBIA

“UPS Customer Solutions” means UPS Servicios Expresos SAS.

1. Section 2(e). Place of Performance. Section 2(e) is hereby deleted in its entirety and replaced with the following:  
“The Services will be rendered outside Colombia. If any Services will be performed on-site at Client’s facilities, UPS Customer Solutions may render such Services either directly or through any local third party.”
2. Section 2(f). Ownership of Deliverables and License. The third sentence of Section 2(f) is hereby deleted and replaced with the following:  
“In consideration of the mutual promises contained in this Agreement, and to the extent that Client is determined to have any interest in a Deliverable (other than the rights granted to Client in this Section 2(f)), including but not limited to a work made for hire, by operation of law or otherwise, Client hereby irrevocably transfers and assigns and agrees to transfer and assign to UPS Customer Solutions as UPS Customer Solutions’ exclusive property, all worldwide right, title, and interest in and to the patent rights, copyrights, trademarks, trade secrets, and other intellectual property or proprietary rights (including, without limitation, applications for registration thereof, and all priority rights therein under applicable international conventions for the protection of such rights) in, and ownership of such Deliverables that Client may have, as and when such rights arise.”

#### COSTA RICA

“UPS Customer Solutions” means UPS de San Jose, SA.

1. Section 3. Fees and Payment; Taxes. The following is added to the end of the first sentence of Section 3: “, except to the extent prohibited by Applicable Law.”

#### DOMINICAN REPUBLIC

“UPS Customer Solutions” means United Parcel Service Dominicana, SA.

#### FRANCE

“UPS Customer Solutions” means United Parcel Service France SAS.

#### GERMANY

“UPS Customer Solutions” means United Parcel Service Deutschland Inc & Co OHG.

#### HONDURAS

“UPS Customer Solutions” means UPS SCS (Honduras), S. de R.L.

#### HONG KONG

“UPS Customer Solutions” means UPS Parcel Delivery Service Limited.

1. Section 14. Data Use and Protection. The following text is hereby added at the end of Section 14:  
“As used in the paragraphs relating to Hong Kong below, “personal data” has the same meaning ascribed to it in Section 2 of the Personal Data (Privacy) Ordinance (Cap 486) (“PDPO”).  
Client further warrants that in respect of any personal data of any individual transferred to UPS Customer Solutions and the Supported Carriers through the ShipExec Solution: (i) the consent of such individual has been obtained for the collection, use and disclosure of his/her personal data by UPS Customer Solutions and Supported Carriers in accordance with the terms of this Agreement and the provisions of the PDPO; and (ii) the transfer of such personal data shall not be in breach of any laws or regulations relating to data privacy and protection in Hong Kong, including but not limited to the provisions of the PDPO.”

Where UPS Carrier Information is comprised of personal data, Client further undertakes that it shall comply with the provisions of the PDPO in respect of the collection, use, and disclosure of such personal data.”

#### HUNGARY

“UPS Customer Solutions” means UPS Hungary Forwarding Limited Liability Company.

#### INDIA

1. “UPS Customer Solutions” means United Parcel Service Singapore Pte Ltd., an entity established under the laws of Singapore.

2. Section 2(f). Ownership of Deliverables and License. The following is hereby added before the last sentence in Section 2(f):

“The Client acknowledges and agrees that all assignments of rights and interest in the Deliverables made by the Client to UPS Customer Solutions shall not lapse or revert or be deemed to lapse or revert to the Client if not exercised by UPS Customer Solutions at any point in time or for any duration of time. The Client further confirms having obtained waivers from its officers and employees, in favour of UPS Customer Solutions, in respect of all of the moral rights in such Deliverables, and agrees to execute, or obtain the execution of, any additional documents in respect of these waivers.”

#### ITALY

“UPS Customer Solutions” means United Parcel Service Italia SRL.

1. Section 20. Approval of Clauses Pursuant to Articles 1341 and 1342 of the Italian Civil Code. The following is hereby added as a new Section 20:

20. Approval of Clauses Pursuant to Articles 1341 and 1342 of the Italian Civil Code. Pursuant to and to the purposes of articles 1341 and 1342 of the Italian Civil Code, Client declares to specifically approve the following clauses: Sections 2(b), 2(g), 3, 8, 9, 10, 14, 15 and 19.

#### JAPAN

“UPS Customer Solutions” means UPS Japan Co., Ltd.

#### MALAYSIA

“UPS Customer Solutions” means United Parcel Service (M) Sdn Bhd., an entity established under the laws of Malaysia.

#### MEXICO

“UPS Customer Solutions” means United Parcel Service de Mexico SA de CV.

1. Section 4. Termination. The following sentence is added after the first sentence of Section 4:

“In the event of a material breach by either party, the non-breaching party will have the right to terminate this Agreement immediately by providing written notice to the other party, without the requirement of any court order or ruling.”

2. Section 2(f). Ownership of Deliverables and License. The first two sentence of Section 2(f) is hereby deleted and replaced with the following:

“All Deliverables developed or otherwise provided by UPS Customer Solutions under any Order Form will be the sole property of UPS Customer Solutions or its third party licensors. Except as provided in Section 6 below, UPS Customer Solutions grants a limited, indefinite, revocable, nonexclusive, nontransferable, royalty free license to Client to use (but not modify) the Deliverables for Client’s internal business purposes. Client acknowledges and agrees that each of the Deliverables is not a work made for hire.”

#### NETHERLANDS

“UPS Customer Solutions” means United Parcel Service Nederland BV.

#### POLAND

“UPS Customer Solutions” means UPS Polska sp. z.o.o.

PUERTO RICO

“UPS Customer Solutions” means United Parcel Service, Inc. (OH) – Puerto Rico Branch.

ROMANIA

“UPS Customer Solutions” means \_\_\_\_\_.

KINGDOM OF SAUDI ARABIA

“UPS Customer Solutions” means \_\_\_\_\_.

1. Section 14. Data Use and Protection. The following text is hereby added at the end of Section 14:

“As used in Section 14, the term “Data Protection Legislation” includes The Basic Law of Governance no: A/90 dated 27th Sha’ban 1412 H (1 March 1992), and Royal Decree (M/126) dated 7/11/1441H (10 July 2019), and The Regulatory Framework on Cloud Computing dated 14 March 2019 issued by the Communications and Information Technology Commission.

Client further warrants that in respect of any personal data of any individual transferred to UPS Customer Solutions and the Supported Carriers: (i) the consent of such individual has been obtained for the collection, use and disclosure of his/her personal data by UPS Customer Solutions and Supported Carriers in accordance with the terms of this Agreement and the provisions of the Data Protection Legislation; and (ii) the transfer of such personal data shall not be in breach of any laws or regulations relating to data privacy and protection in the Kingdom of Saudi Arabia.

Where UPS Carrier Information is comprised of personal data, Client further undertakes that it will comply with the provisions of Data Protection Legislation in respect of the collection, use, and disclosure of such personal data.”

2. Section 15 (Governing Law; Venue; Arbitration). The following changes are hereby made to Section 15:
  - a. in Section 15(a), the words “the State of Georgia, United States” are hereby deleted and replaced with “England and Wales”,
  - b. in Section 15(a), the words “County of Fulton, State of Georgia” are hereby deleted and replaced with “London, England”,
  - c. Section 15(b) (Disputes) is not applicable, and
  - d. In Section 15(c) (Disputes – Other), the following text is hereby deleted and replaced with the words “London, England”:

“(A) Miami, Florida, United States of America if Client is established in Central or South America, (B) London, England if Client is established in Europe, (C) Singapore, if Client is established in the Asia-Pacific region, or (D) Atlanta, Georgia, United States of America, if Client is established in any other jurisdiction”.
3. Section 17 (Modifications, No Waiver). The second and third sentences of Section 17 are hereby deleted in their entirety.

SINGAPORE

“UPS Customer Solutions” means United Parcel Service Singapore Pte Ltd.

1. Section 14. Data Use and Protection. The following text is hereby added at the end of Section 14:

“As used in Section 14, the term “Data Protection Legislation” includes the Personal Data Protection Act 2012 (No. 26 of 2012) of the Statutes of the Republic of Singapore (“PDPA”). As used in the paragraphs relating to Singapore below, the term “personal data” has the same meaning ascribed to it in Section 2(1) of the PDPA.

Client further warrants that in respect of any personal data of any individual transferred to UPS Customer Solutions and the Supported Carriers through the ShipExec Solution: (i) the consent of such individual has been obtained for

the collection, use and disclosure of his/her personal data by UPS Customer Solutions and Supported Carriers in accordance with the terms of this Agreement and the provisions of the PDPA; and (ii) the transfer of such personal data shall not be in breach of any laws or regulations relating to data privacy and protection in Singapore, including but not limited to the provisions of the PDPA.

Where UPS Carrier Information is comprised of personal data, Client further undertakes that it shall comply with the provisions of the PDPA in respect of the collection, use, and disclosure of such personal data.”

SOUTH KOREA

“UPS Customer Solutions” means United Parcel Service Korea Co. Ltd.

SPAIN

“UPS Customer Solutions” means United Parcel Service Espana Ltd Y Compania SRC.

SWEDEN

“UPS Customer Solutions” means United Parcel Service Sweden AB.

SWITZERLAND

“UPS Customer Solutions” means UPS United Parcel Service (Schweiz) AG.

TAIWAN

“UPS Customer Solutions” means UPS International, Inc. (Taiwan Branch), an entity established under the laws of Taiwan.

UNITED ARAB EMIRATES

“UPS Customer Solutions” means UPS Middle East FZE.

1. In Section 1, the definition of “Applicable Law” is hereby deleted and replaced with the following:

“Applicable Law” means any applicable law (including those arising under common law), statute, regulation, rule, or any ruling of a court or other body of competent jurisdiction, reporting or licensing requirement, ordinance and other pronouncement having the effect of law of the United States, any foreign country (including the federal and local laws of the United Arab Emirates and any free zone law applicable to the Client in the United Arab Emirates), or any domestic or foreign state, county, city, or other political subdivision, including that promulgated, interpreted, or enforced by any governmental or regulatory authority.”

2. The following text is hereby inserted at the end of Section 4 (Termination):

“For clarity, termination rights under this Section (Termination) do not require the prior intervention of any court and the termination will take effect without the requirement of any court order or ruling.”

UNITED KINGDOM

“UPS Customer Solutions” means UPS Limited.

[End of Jurisdiction-Specific Terms Appendix]

**ATTACHMENT A  
INSURANCE REQUIREMENTS**

UPS Customer Solutions agrees to provide insurance set forth in accordance with the requirements herein. If UPS Customer Solutions uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, UPS Customer Solutions agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, UPS Customer Solutions shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
  - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of UPS Customer Solutions and all risks to such persons under this Agreement. If UPS Customer Solutions has no employees, it may certify or warrant to Client that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Client's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
  - b. Commercial/General Liability Insurance – UPS Customer Solutions shall carry General Liability Insurance covering all operations performed by or on behalf of UPS Customer Solutions providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
    - i. Premises operations and mobile equipment.
    - ii. Products and completed operations.
    - iii. Broad form property damage (including completed operations).
    - iv. Explosion, collapse and underground hazards.
    - v. Personal injury.
    - vi. Contractual liability.
    - vii. \$2,000,000 general aggregate limit.
  - c. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. The coverage shall also apply to automobile liability.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

2. Additional Insured. All policies, except for Worker's Compensation, policies shall contain additional endorsements naming Client and its officers, employees, as additional insured with respect to liabilities arising out of the performance of services hereunder.
3. Waiver of Subrogation Rights. UPS Customer Solutions shall require its Workers Compensation insurer to waive all rights of subrogation against Client, its officers, employees, .
4. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Client.
5. Severability of Interests. UPS Customer Solutions agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude

coverage for suits between UPS Customer Solutions and Client or between Client and any other insured or additional insured under the policy.

6. **Proof of Coverage.** UPS Customer Solutions shall furnish Certificates of Insurance to Client Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and UPS Customer Solutions shall maintain such insurance from the time UPS Customer Solutions commences performance of services hereunder until the completion of such services.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, Client has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by Client will be promptly reimbursed by UPS Customer Solutions or Client payments to UPS Customer Solutions will be reduced to pay for Client purchased insurance.