

FEDEX SAMEDAY CITY WEB SERVICES END USER LICENSE AGREEMENT

FOR SHIPPING SERVICES WITHIN THE USA ONLY

Version 3.1 – February 2017

BELOW ARE THE TERMS AND CONDITIONS UNDER WHICH YOU, AS A FEDEX CUSTOMER AND/OR FEDEX ACCOUNT HOLDER, ARE PERMITTED TO USE COMPUTER APPLICATION PROGRAM INTERFACES (each, an "Application") THAT INTERFACE WITH FEDEX SAMEDAY CITY WEB SERVICES. TO USE FEDEX SAMEDAY CITY WEB SERVICES, YOU MUST AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. ONCE YOU ACKNOWLEDGE YOUR AGREEMENT BELOW, THIS DOCUMENT WILL CONSTITUTE A LEGAL AGREEMENT BETWEEN FEDEX CORPORATE SERVICES, INC. ("FedEx") AND YOU OR THE FEDEX CUSTOMER OR ACCOUNT HOLDER BY WHOM YOU ARE EMPLOYED OR WHOM YOU REPRESENT AND, IF APPLICABLE, ANY OF YOUR OR ITS AFFILIATES (collectively referred hereinafter as "You" or "Your") AND WILL GOVERN ALL USE OF FEDEX SAMEDAY CITY WEB SERVICES. YOU WARRANT AND REPRESENT THAT: (A) YOU HAVE THE LEGAL AUTHORITY TO CONSENT TO THIS AGREEMENT; (B) THAT YOUR ACKNOWLEDGMENT OF THIS AGREEMENT EVIDENCES YOUR INTENTION TO LEGALLY BIND YOU; AND (C) THAT SUCH ACKNOWLEDGMENT IS INTENDED AS A SYMBOL OF YOUR SIGNATURE.

A COPY OF THIS AGREEMENT SHOULD BE PRINTED AND RETAINED FOR FUTURE REFERENCE

Section 1. Key Definitions.

- (a) "Agreement" shall mean: (1) the terms and conditions set forth herein; (2) all other terms and conditions applicable to FedEx SameDay City Web Services (as defined below) including, without limitation, all manuals, policies, procedures or other materials provided by FedEx which are applicable to FedEx SameDay City Web Services; (3) the current FedEx Service Guide (the "Service Guide"), a copy of which is available by request or by download at www.fedex.com; (4) the FedEx Privacy Policy, a copy of which is available by request or by download at www.fedex.com; and (5) the terms and conditions set forth on any FedEx air waybill, bill of lading or shipping label, all of which may be otherwise modified by FedEx or its affiliates in its sole discretion at any time by posting a revised version of the Agreement at www.fedex.com, all of which may be otherwise modified by FedEx in its sole discretion at any time upon notice to You as provided in Section 13 herein.
- (b) "Application" shall mean that software application program interface that has been developed by Customer or a FedEx-authorized third-party developer acting on Customer's behalf and which has been tested and approved by FedEx to interface with FedEx Systems.
- (c) "FedEx" shall mean and include FedEx Office and Print Services, Inc.
- (d) "FedEx SameDay City Web Services" (referred to herein as "FedEx Web Services" or "Web Services") shall mean the set of services that can be used or accessed via an Application that allows for the performance of various functions relating to FedEx shipping or shipping-related services as described in the Service Guide. The term includes all technical resources provided or made available in connection therewith including, but not limited to, any text, tools, services, graphics, materials, manuals, software, information, instructions, specifications, programming or other materials distributed or made available from time to time by FedEx to aid End developers in the development, testing and production use of an Application that interfaces with FedEx, including all updates and modifications thereto by FedEx.

Section 2. Acknowledgment. You acknowledge that this Agreement is between You and FedEx. This Agreement governs Your access to and use of the Application under the FedEx account number ("Account Number") and registration information (e. g., if applicable, meter number(s), credentials, id and passwords, etc. / collectively "Account Information") provided to You by FedEx. By using the Application, you will be assuming full and sole responsibility for all use of the Application occurring under your Account Information. For shipments made by You using Your Application and originating in the United States, You further acknowledge that the contract of carriage for FedEx SameDay City Web Services is between You and FedEx Office & Print Services, Inc.

Section 3. License Grant.

- (a) Subject to the terms and conditions of this Agreement, FedEx grants to You a personal, non-exclusive, royalty-free, non-assignable or transferable, limited, revocable license, without the right to grant sublicenses, to access and use, within the United States, the FedEx shipping application ("Application"), solely as integrated into and made accessible to You as a part of the shipping system ("Software") selected by You and/or provided to You by a shipping system supplier ("Application Manufacturer"), solely to label, rate, route, record, track and invoice shipments tendered to FedEx for carriage on Your behalf and for no other purpose. This Agreement governs Your access and use of the Application at the physical locations and under the FedEx Account Information provided to You by FedEx. Except as may be expressly permitted by a separate written agreement between You and FedEx, use of the Application to prepare shipments by or for the benefit of third party shippers is prohibited.
- (b) The license granted under this Agreement does not permit, and You will not (and will not permit any employee or other third party to):
1. Reverse engineer, decompile, disassemble, or translate the Application, except as expressly permitted by law;
 2. Work around any technical limitation in the Application;
 3. Use the Application to provide service bureau, time-sharing, software as a service or other computer software or database services to or for the benefit of third parties;
 4. Apply any procedure or process to the Application in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Application or any trade secret or confidential information or process contained in the Application;
 5. Remove, obscure, modify or otherwise change any Application identification, copyright or other notices or legends contained in or on, or available through, the Application;
 6. Transfer the Application or the license, all whether in whole or in part, or grant any rights in the Application or the license, all whether in whole or in part by sublicense or otherwise;
 7. Except as expressly permitted under Section 5 herein, provide, rent, lease, lend, or otherwise use or allow others to use or have access to the Application or any portion thereof;
 8. Disseminate or disclose performance information or analysis (including, without limitation, benchmarks) relating to the Application without the prior written consent of FedEx;
 9. Use or display the Application or any portion of either except as expressly authorized in and in accordance with this Agreement;
 10. Reproduce or distribute the Application;
 11. Modify or create derivative works of the Application; or,
 12. Use the Application to perform or order FedEx Web Services by or for the benefit of third parties. For the avoidance of doubt, the functionality available through the Application (e.g., that which enables You to label, rate, route, record, track and invoice) may only be used by You for shipments tendered to FedEx for carriage on behalf of You unless expressly permitted by a separate written agreement between FedEx and You.
- (c) You will promptly notify FedEx in writing upon its discovery of any unauthorized use of the Application. FedEx may prevent access to or use of the Application or its systems if FedEx has reason to believe that (a) You or a third party using the Application licensed to You hereunder may be involved in potential unauthorized use of or other infringement of FedEx's proprietary rights or (b) Your use of the Application is in violation of this Agreement.
- (d) In addition to the provisions of this Agreement, if You are an agency, department, or other entity of the United States Government ("Government"), pursuant to 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable, the (a) Application; (b) Materials and (b) any related materials, specifications, technical data, and documentation (collectively, "Documentation") are Commercial Items as defined in 48 C.F.R. 2.101 and are

licensed to Government end users only as Commercial Items and only with the rights granted to all other end users as provided in this Agreement.

- (e) You acknowledges that the Application and Documentation are subject to export restrictions and controls imposed by various statutes and regulations, (collectively, "the Acts") including the Export Administration Act and the Export Administration Regulations. You will not use, export or re-export the Application or Documentation except as authorized by and in compliance with the Acts and all laws and regulations of the jurisdiction authorized by FedEx. Without limiting the foregoing, You will not export or re-export the Application or Documentation (i) into or to a national or resident of any embargoed countries under the Acts (ii) to a Denied Party listed on U.S. Department of Commerce's list of U.S. Denied Persons or a Special Designated National on the U.S. Treasury Department's list of Specially Designated Nationals or on any similar lists in the country where You use the Application. By entering into this Agreement, You represent, warrant and covenant that You are not located in, under control of, or a national or resident of any such country or on any such list.
- (f) You acknowledge that any Software and other services provided to You by an Application Manufacturer are not provided by FedEx, and that You waive any and all claims against FedEx arising from or relating to Your use of such Software or the other services provided by Application Manufacturer.
- (g) FedEx makes no assurance that its computer servers and systems will continue to be operated or configured in such a way that allows an Application created by You to continue to be able to connect to FedEx using the methods described in the Materials. FedEx reserves the right to make changes in its computer servers and systems, in whole or in part, for any reason and without limitation, including the right to terminate Your use of the Application or any services offered in connection therewith. In addition, FedEx may upgrade or modify the Materials and/or FedEx Web Services and such upgrades or modifications may necessitate that You make changes to Your internal hardware and software systems in order to continue using Your Application to connect to FedEx. You acknowledge that Your failure to make any such change or upgrade may result in You being unable to continue using or distributing an Application to or on behalf of an End User.
- (h) To the extent FedEx and/or the Application Manufacturer makes available to You any updates, upgrades, enhancements, bug-fixes or other modifications to the Application (collectively, "Modifications"), such Modifications will be considered a part of the Application and subject to the terms and conditions of this Agreement. For the avoidance of doubt, except as otherwise stated, "Application" includes any "Modification." You acknowledge that Your failure to make any such change or upgrade may result in You being unable to continue using an Application.

Section 4. Licensee Obligations.

- (a) You will follow FedEx's instructions, including those provided in the Application, provided from time to time, for access and use of the Application. You are solely responsible for providing and maintaining all hardware necessary to access and use the Application. You will make and implement such upgrades and modifications to Your systems, at Your own expense, necessary to implement Modifications pursuant to the instructions provided by FedEx and/or, if applicable, the Application Manufacturer. You are solely responsible for obtaining access to the Internet. Such access is required to utilize the Application. In addition to such access, You will provide FedEx and/or the Application Manufacturer with on-demand remote access to the Application Manufacturer (whether via Internet or dedicated communication line (e.g., telephone) so that FedEx and/or the Application Manufacturer may access the Application, from time to time, in order to: configure the Application, make modifications to the Application, obtain, use and modify data and information, rating and routing information to the Application, and/or disable the Application. In the event FedEx is unable to establish communication with Your systems for reasons not attributable to FedEx, You will assist FedEx within a commercially reasonable time to initiate such communication.
- (b) If Your Application has been developed for You by an Application Manufacturer, You agree to look solely to the Application Manufacturer for all technical support and maintenance of the Software and Application, unless otherwise instructed by FedEx. Notwithstanding the foregoing, FedEx, in its sole discretion, may (i) repair, modify, replace, disable, monitor, or remove the Application; and (ii) provide installation and integration assistance or technical support with respect to Your access to and use of the Application

(collectively (i) and (ii) referred to herein "Limited Support Services"). Notwithstanding the foregoing, FedEx is under no obligation to provide Limited Support Services, or any other services, or Modifications hereunder.

- (c) You are advised and encouraged to maintain back-up copies of any data or information (including, names, addresses, reports, etc.) that it uses or stores with, through or in the Services or the Application (collectively, "Data"). FedEx is not, and will not be, responsible for the loss of or damage to any Data. You will not load, process or store Data on or through the Application not required or related to the conduct of business with FedEx. FedEx will have access to and use of the Data used or processed on, through, in or with the Application. FedEx reserves the right to access, use, delete or remove any Data in connection with the provision of any FedEx Web Services or in connection with this Agreement. In addition, You consent to the collection, storage, use and disclosure by FedEx or its designee (including affiliates and services providers) of the following non-shipping related data and information including, without limitation: (i) Your user configurations and computer system settings and specifications such as operating system type and version, device name, workgroup name, machine name, available memory or hard drive size; (ii) IP address; (iii) Application information, including version; and (iv) other general system information, which FedEx and/or its designees may use for responding to Your requests, processing transactions, application support, and application development, excluding any direct marketing purposes. You acknowledge that the collection of such information may be necessary for FedEx to provide some or all of the FedEx Web Services, and that if You refuse such collection FedEx may not be able to provide some or all of the FedEx Web Services. In addition, You consent to the transfer of such information to FedEx and/or its designees (including affiliates and services providers) in jurisdictions outside of Your home jurisdiction, which may not provide an equivalent level of protection to such data, including to the United States. In accordance with applicable data protection law, You may have the right to access personal data FedEx holds about You and to request the rectification of any inaccurate data. Please see [.fedex.com/us/security/privacy-policy.html](https://www.fedex.com/us/security/privacy-policy.html) for more information for more.
- (d) You acknowledge that You are responsible for the purchase of any supplies necessary to use the Application or Web Services and will contact the applicable third party that provides such supplies to determine what, if any, supplies it must purchase for use of the Application or Web Services
- (e) FedEx makes no assurance that its computer servers and systems will continue to be operated or configured in such a way that allows an Application created by You or on Your behalf by an Application Manufacturer will continue to be able to connect to FedEx Web Services. FedEx reserves the right to make changes in its computer servers and systems, in whole or in part, for any reason and without limitation, including the right to terminate Your use of the Application or any services offered in connection therewith.
- (f) You agree to comply with all applicable laws or regulations of any applicable jurisdiction. You agree not to use FedEx Web Services or any Application created by or for You to interface therewith in any manner that: (i) infringes, violates or misappropriates the intellectual property rights of any third party; (ii) violates any anti-spamming laws and regulations; or (iii) involves or promotes any harmful or illegal activities, including without limitation, any activity that may be considered libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis forbidden by applicable laws.
- (g) During the term of this Agreement, You agree not to interfere or attempt to interfere in any manner with the functionality or proper working of FedEx Web Services. If any Application developed by You or on Your behalf to interface with FedEx Web Services is suspected or determined by FedEx, in its sole discretion, to create such interference or to otherwise be unsuitable or incompatible, FedEx may, without any notice to You, suspend or terminate Your access to FedEx Web Services, in whole or in part.
- (h) For the purpose of verifying Your compliance with this Agreement, You agree to provide to FedEx, if requested, any information or materials relating to Your Application and to allow FedEx to track and monitor any Application created by or for You to communicate with FedEx Web Services. You agree not to block or interfere with such tracking or monitoring. In the event You fail to comply with this requirement, You agree that FedEx shall have the right to use any available technical means to overcome such blocking or interference.

- (i) You agree and warrant that the name, address and account information that You provide when You register for FedEx Web Services is correct and You agree immediately to notify FedEx of any changes in the name, address and/or account information details. You will create a password and account designation upon completing the registration process for FedEx Web Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under Your password or account FedEx reserves the right to change access credentials without prior notice if FedEx deems that it presents a security issue. You agree to immediately notify FedEx of any unauthorized use of Your password or account or any other breach of security.

Section 5. Termination. This Agreement is effective until terminated by either party. This Agreement will terminate independently without notice if You fail to comply with any provision of this Agreement or any instructions regarding the Application provided by FedEx. Upon termination for any reason, You must cease all use of the Application. FedEx reserves the right to unilaterally terminate this Agreement and the use of the Application at any time, for any reason, and by whatever means.

Section 6. Downtime and Service Suspensions. In addition to the right of FedEx to terminate this Agreement as described in Section 5 above, You acknowledge that: (i) Your access to and use of the Web Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Web Services for any reason, including as a result of power outages, system failures or other interruptions; and (ii) FedEx shall also be entitled, without any liability to You, to suspend access to any portion or all of the Web Services at any time: (a) for scheduled downtime to permit FedEx to conduct maintenance or make modifications to any Web Service; (b) in the event of a denial of service attack or other attack on the Web Service or other event that FedEx determines, in its sole discretion, may create a risk to the applicable Web Service, to You or to any of its other customers if the Web Service was not suspended; or (c) in the event that FedEx determines that any Web Service is prohibited by law or FedEx otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). FedEx shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any Service Suspension. To the extent FedEx is able, FedEx will endeavor to provide You email notice of any Service Suspension in accordance with the notice provisions set forth in Section 13 below and /or, if feasible, post updates on www.fedex.com regarding resumption of Web Services following any such suspension, but shall have no liability for the manner in which FedEx may do so or if FedEx fails to do so.

Section 7. Feedback. In the event You elect, in connection with any of the Web Services, to communicate to FedEx any data, comments, suggestions or other information relating to improvements to FedEx Web Services, the Materials or the Marks (collectively, "Feedback"), FedEx shall own all right, title, and interest in and to the same, even if You have designated the Feedback as confidential, and FedEx shall be entitled to use the Feedback without restriction or further compensation to You. You hereby irrevocably assign all right, title and interest in and to the Feedback to FedEx and agree to provide such assistance as FedEx may require to document, perfect and maintain its rights to the Feedback.

Section 8. Disclaimer of Warranty. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT FEDEX WEB SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND AND THAT ANY USE OF FEDEX WEB SERVICES AND THE MATERIALS BY YOU AND, IF APPLICABLE, YOUR AFFILIATES, IS AT YOUR SOLE RISK. FEDEX EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS COMMENCING ON THE DAY YOU ARE ALLOWED TO ACCESS WEB SERVICES OR THE MATERIALS AND FOR ALL OTHER TIMES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS, ANY IMPLIED REPRESENTATIONS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE. FEDEX DOES NOT WARRANT THAT FEDEX WEB SERVICES OR THE MATERIALS (A) WILL MEET ALL OR ANY OF YOUR REQUIREMENTS; (B) THAT THEIR OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE; (C) THAT ANY DEFECT WITHIN FEDEX WEB SERVICES OR THE MATERIALS WILL BE CORRECTED; OR (D) THAT ITS SYSTEMS WILL NEVER BE INFILTRATED BY HACKERS OR OTHER UNAUTHORIZED USERS. FURTHERMORE, FEDEX DOES NOT WARRANT NOR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF YOUR USE OF WEB SERVICES OR THE MATERIALS IN TERMS OF CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY FEDEX OR AN AUTHORIZED REPRESENTATIVE OF FEDEX SHALL CREATE A WARRANTY.

Section 9. Limitation of Liability. YOU EXPRESSLY ACKNOWLEDGE THAT FEDEX IS PROVIDING THE WEB SERVICES AND MATERIALS TO YOU FREE OF CHARGE. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE,

SHALL FEDEX OR ITS PARENT CORPORATION, ANY OF ITS SUBSIDIARIES, AFFILIATES OR BRANCHES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), CONTRACT, PRODUCT LIABILITY OR UNDER ANY OTHER THEORY OF LAW RESULTING FROM THE INSTALLATION OR REMOVAL OF FEDEX WEB SERVICES OR THE MATERIALS, OR YOUR USE, OR INABILITY TO USE, FEDEX WEB SERVICES OR THE MATERIALS, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, DATA, OR BUSINESS, AND DAMAGE TO YOUR INTERNAL COMPUTER SYSTEMS EVEN IF FEDEX, OR AN AUTHORIZED REPRESENTATIVE OF FEDEX, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, YOU AGREE THAT THE LIABILITY OF FEDEX SHALL BE LIMITED TO THE MAXIMUM AMOUNT OF FIFTY DOLLARS (\$50.00).

Section 10. Indemnity. YOU SHALL, AT YOUR SOLE COST AND EXPENSE, DEFEND, INDEMNIFY AND HOLD HARMLESS FEDEX AND ITS REPRESENTATIVES FROM ALL CLAIMS, DEMANDS, SUITS, DAMAGES, COSTS, EXPENSES, FINES AND JUDGMENTS, INCLUDING REASONABLE ATTORNEY'S FEES, (HEREINAFTER, COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO YOUR INSTALLATION, USE AND/OR REMOVAL OF THE APPLICATION OR ANY USE OF MATERIALS PROVIDED TO YOU BY OR ON BEHALF OF FEDEX OR ITS REPRESENTATIVES PROVIDED THAT SUCH USE MUST BE IN BREACH OF THIS AGREEMENT. FEDEX MAY INTERVENE AND ASSUME ITS DEFENSE IN ANY SUCH CLAIMS, AT ITS EXPENSE AND IN ITS SOLE DISCRETION. LICENSEE WILL NOT SETTLE ANY CLAIMS INVOLVING FEDEX OR THE APPLICATION WITHOUT THE PRIOR WRITTEN CONSENT OF FEDEX.

Section 11. Remedies. YOUR SOLE REMEDY FOR ANY DISSATISFACTION WITH THE APPLICATION IS TO STOP USING THE APPLICATION. You agree to look to the Application Manufacturer for any and all remedies for damages of any nature arising out of Your access, use or inability to access or use the Application and/or Software. You acknowledge and agree that it is Your sole responsibility to arrange with the Application Manufacturer for any and all warranties, maintenance requirements and remedies arising out of Your access and use of the Application and/or Software. You agree that the remedy set forth in this Section is Your exclusive remedy under this Agreement for any dissatisfaction with its access to or use of (or inability to do either) the Application or the Software.

Section 12. Service Guide. The terms and conditions of carriage governing FedEx shipping and related services are contained in the Conditions of Contract on the shipping label and the most current version of the Service Guide, which is available by request or by download at www.fedex.com. In the event of any conflict between the Conditions of Contract on the shipping label and any FedEx delivery or related service information at www.fedex.com and the delivery or related service information contained in the most current version of the applicable Service Guide, the most current version of the applicable Service Guide will control. In addition, unless otherwise indicated, the shipper's address indicated on the face of the shipping label is the place of execution and the place of departure and the recipient's address listed on the face of the shipping label is the place of destination. Unless otherwise indicated on the face of the air waybill, Label, Manifest, or Pick-up Record, the first carrier of all Shipments is FedEx Office and Print Services, Inc., 7900 Legacy Drive, Plano, Texas 75024.

Section 13. Notices.

(a) Any notice required or permitted to be given relating to this Agreement shall be given in writing as addressed below by mail, electronic mail, facsimile, or via FedEx delivery service.

If to FedEx: Domestic Product Management Department
FedEx Corporate Services, Inc.
3640 Hacks Cross Road - Building D1
Memphis, Tennessee 38125

If to Licensee: By electronic notice, a general posting at www.fedex.com or to the name and address listed in the registration process.

(b) Any notice required or permitted to be given relating to the functioning of FedEx Web Services provided under this Agreement shall be given in writing via the email address set forth below:

sdc.webservices.techsupport@fedex.com

- (c) FedEx may provide notice by general posting to the various FedEx web sites. Any such notice shall be effective and deemed received when posted.
- (d) As part of the registration process for FedEx Web Services, You will be required to provide an electronic mail address. You agree to maintain an electronic mail address throughout the Term of the Agreement and further agree not to unsubscribe or otherwise interfere with Your receipt of electronic communications from FedEx including, but not limited to, any notices relating to FedEx Web Services.

Section 14. Waiver. If FedEx fails to give notice or enforce any right under this Agreement, such failure shall not constitute a waiver of the same, unless reduced to writing and signed by FedEx. The waiver of any provision shall not constitute a waiver of the same or any other provision in the future.

Section 15. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties and the remainder of this Agreement shall remain in full force and effect.

Section 16. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York, excluding its conflict of laws provision. Any cause of action with respect to the Materials provided under this Agreement must be instituted within one (1) year after the claim or cause of action has arisen or be barred and must be brought in a court of competent jurisdiction within New York County, New York.

Section 17. Complete Agreement. This Agreement constitutes the entire agreement between You and FedEx with respect to its Web Services, the Marks and all Materials provided to You by FedEx and supersedes any prior or contemporaneous understandings, representations, statements or agreements, written or oral, regarding the Web Services offered under this Agreement. The terms governing Your shipments are contained in this Agreement, the applicable Service Guide, tariff or contract of carriage under which the shipment is accepted by FedEx or its subsidiary, affiliate, branch or independent contractor. No amendment to or modification of this Agreement will be binding on FedEx without FedEx's written consent. The provisions of Sections 3(b), 7-13 and 16-17 will survive the termination of this Agreement.