

This Master Customer Agreement and all associated and applicable Addenda (defined below) (together this “**Agreement**”) is made and entered into between Simpler Postage, Inc (d/b/a EasyPost) (“**EasyPost**”) and Customer (defined below). This Agreement sets forth the terms pursuant to which Customer will be permitted to use and receive access to certain Products (defined below) and receive certain Professional Services (defined below), in each case as identified in one or more Order Forms (defined below).

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) ANY EASYPOST PRODUCTS AND SERVICES (DEFINED BELOW), ENGAGING COMPANY TO PROVIDE PROFESSIONAL SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT (“**CUSTOMER**”); AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES (DEFINED BELOW) TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY PRODUCT OR RECEIVE ANY PROFESSIONAL SERVICES.

1. Definitions.

1. “**Customer Applications**” means a software application(s) or website that interfaces with the EasyPost Products and Services and includes any services (web-based or other services) made available by Customer in connection with that software application.
2. “**Customer Data**” means data and other information made available to EasyPost through the use of the EasyPost Products and Services under this Agreement and information related to End Users.
3. “**Customer Marks**” means the various trademarks, service marks, names and designations used in connection with the Customer’s products and services, including, without limitation, the Customer Application(s).
4. “**Documentation**” means all of the instructions, code samples, on-line help files and technical documentation made available by EasyPost for the EasyPost Products and Services.
5. “**EasyPost APIs**” means the application programming interfaces for the EasyPost Products and Services (or features of the EasyPost Products and Services) provided to Customer by EasyPost, including, without limitation, Shipping APIs (Label, Rating and Tracking APIs), Address Verification APIs, and the SmartRate API.

6. “**EasyPost Marks**” means the various trademarks, service marks, names, and designations used in connection with the EasyPost Products and Services, including, without limitation, the marks “EasyPost,” “EcoPost,” “GlobalShip,” “InfoShip,” “Elevate,” and “Ship/FX.”
7. “**EasyPost Products and Services**” means collectively EasyPost’s proprietary software products and services offered to third-party customers, including but not limited to the EasyPost APIs, Software (defined below), Hosted Services (defined below), Deliverables (defined below), architecture, platform, systems and data facilities, any related software solutions and platforms used for the provision of shipping, label, tracking, and address verification services and other logistic services, which may be modified or changed from time to time by EasyPost.
8. “**EasyPost Technology**” means the EasyPost Products and Services as well as all systems and other technology owned or licensed by EasyPost, including all Documentation, improvements, updates, upgrades, additions developed by or for EasyPost for use in the EasyPost Products and Services, including all associated intellectual property rights therein or thereto.
9. “**End User**” means an individual user of the Customer Application(s) whose information is received by EasyPost from or on behalf of Customer.

2. Structure.

1. **Products and Services; Order Forms.** This Agreement sets forth the terms and conditions on which EasyPost may make available to Customer EasyPost Products and Services or provides the Professional Services, each as expressly identified in a quote, order form, statement of work, or other ordering document agreed to by the parties that expressly references and incorporates these Master Terms (defined below) (each, an “**Order Form**”). Each Order Form is subject to the terms of, and is deemed incorporated into, this Agreement.
2. **Addenda.** Additional terms may apply to particular EasyPost Products and Services, or Professional Services (“**Addenda**” each, an “**Addendum**”), which may be referenced in the applicable Order Form, or posted on EasyPost’s website at www.easypost.com/legal/api-addendum. All Addenda are deemed incorporated into this Agreement.
3. **Order Form Term.** Unless earlier terminated in accordance with this Agreement or the applicable Order Form, each Order Form will continue for the initial term specified in such Order Form (or if none, one (1) year) (“**Initial Order Form Term**”) and, if such Order Form provides for automatic renewal, then, unless either party provides the other with notice of non-renewal, upon expiration of the then-current term, such Order Form will automatically renew for successive

one (1) year terms or such other period for renewals specified on the Order Form (each, a “*Renewal Term*”, and together with the Initial Order Form Term, the “*Order Form Term*” of such Order Form). Notice of non-renewal of an Order Form must be provided by a party at least 30 days prior to the end of the Initial Order Form Term or then-current Renewal Term, as applicable (or such other period specified on the applicable Order Form). Renewal of any Order Form may be conditioned on and subject to Customer’s agreement to changes to these Master Terms and applicable Addenda. Termination of this Agreement will terminate all Order Form Terms then-in effect unless otherwise specified on the applicable Order Form. Order Forms that are solely for Professional Services will remain in effect only until the Professional Services are completed (unless earlier terminated in accordance with this Agreement or the Order Form) and will not automatically renew, nor will any Professional Services included on any other Order Form automatically renew for a Renewal Term unless otherwise expressly specified on the applicable Order Form. Customer acknowledges that its access to EasyPost Products and Services (or certain features thereof) may be automatically disabled upon expiration of the applicable Order Form Term.

4. **Order of Precedence.** Any conflict between an Order Form, an Addendum, or Sections 1 – 12 of this Agreement (the “*Master Terms*”) will be resolved according to the following order of precedence: (1) the Order Form (but only with respect to such Order Form); (2) the Addendum (but only with respect to the applicable EasyPost Products and Services); and (3) the Master Terms.
5. **Updates to Agreement and Addenda.** EasyPost may update these Master Terms or Addenda from time to time on a going forward basis. Such updates will be posted on EasyPost’s website. Updated Master Terms will be effective upon the earlier of: (a) renewal, including auto renewal, of an Order Form (provided that the updated Master Terms were posted at least 30 days prior to such renewal) and (b) Customer entering into a new Order Form after such updated Master Terms have been posted. Updated Addenda will be effective upon posting.

3. EasyPost Products and Services.

1. **Products and Services.** Subject to the terms and conditions of this Agreement and the applicable Order Form, EasyPost shall use commercially reasonable efforts to provide Customer with the EasyPost Products and Services.
2. **Licenses and Access/Use Grants**
 1. **Hosted Services.** If an Order Form indicates that Customer will receive access to EasyPost Products and Services that are hosted software or a software-as-a-service products (the “*Hosted Services*”), then Customer may access and use such Hosted Services

solely (i) for the Order Form Term set forth in such Order Form, and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including all applicable Order Forms and Addenda).

2. **API.** If an Order Form indicates that Customer will receive access to EasyPost APIs then subject to the terms and conditions of this Agreement, EasyPost hereby grants Customer a limited, non-exclusive, non-transferable and non-sublicensable and fully revocable right and license during the applicable Order Form Term to (i) access the EasyPost APIs and Documentation to the extent needed to develop, test, and support integration of the Customer Application(s); and (ii) offer the EasyPost Products and Services to End Users through the Customer Application(s), in each case, in accordance with this Agreement, the Documentation, and all relevant Order Forms and Addenda. Without limiting the foregoing, Customer will comply with any volume or other usage-based restrictions described in an Order Form, Addendum, or Documentation.
3. **Software.** If an Order Form indicates that Customer will receive a license to EasyPost Products and Services that are downloadable software (including any mobile applications and downloadable add-ins to other EasyPost Products and Services) ("**Software**"), then EasyPost hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, and fully revocable license during the Order Form Term to install and operate such Software in accordance with this Agreement, the Documentation, and all applicable Order Forms and Addenda. Any EasyPost-provided mobile applications acquired by Customer in connection with other EasyPost Products and Services provided or licensed under this Agreement is deemed Software licensed to Customer pursuant to this Section 3.2.3.
4. **Documentation.** EasyPost hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, and fully revocable license during the applicable Order Form Term under EasyPost's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for the relevant EasyPost Products and Services, as set forth in Section 3.2.

3. **Customer Usage.** Customer shall be solely responsible for all use (excluding misuse caused by Company) of the EasyPost Products and Services and

Documentation through Customer's Account and/or any sub-Accounts that Customer creates, including but not limited to: (a) all Fees (as defined below); (b) all charges incurred in connection with the purchase of postage and labels as well as any and all fees, penalties, surcharges, or other charges imposed by any third-party shipping carriers in connection with any purchase; and (c) the quality of the Customer Data and each Customer Application.

4. **Features.** Customer acknowledges that the features and functions of the EasyPost Products and Services, including, without limitation, the EasyPost APIs, may change over time. It is Customer's responsibility to ensure that any integration, calls, or requests made to the EasyPost Products and Services are compatible with the then-current EasyPost APIs. Although EasyPost endeavors to avoid changes to the EasyPost APIs that are not backwards compatible, if any such changes become necessary, then EasyPost will use reasonable efforts to notify Customer prior to implementation. If EasyPost discontinues or materially decreases the overall functionality of EasyPost Products and Services, then Customer may, within 15 days of such discontinuance or material decrease, terminate the relevant Order Forms with respect to such EasyPost Products and Services, and EasyPost will refund to Customer any pre-paid, unused Fees, if any, for the terminated portion. Customer acknowledges that not all of the features or functionality of EasyPost Products and Services may be available at Customer's subscription level irrespective of whether such feature or functionality is described in the Documentation, and that access to such features or functionality may require payment of additional fees or the purchase of additional licenses.

5. **Professional Services.**

1. ***Provision of Professional Services.*** Subject to the terms of this Agreement, EasyPost will use commercially reasonable efforts to provide any implementation, installation, configuration, customization, consultation, recommendation or other professional services expressly identified on an Order Form (which may be in the form of a statement of work) (the "***Professional Services***"). The scope of and the terms applicable to such Professional Services will be set forth in the relevant Order Form.
2. ***Existing Agreement.*** Notwithstanding the foregoing, if Customer has an existing agreement with EasyPost concerning the provision of implementation, installation, configuration, customization, consultation, recommendation or other professional services, then such other agreement will apply to the provision of Professional Services.

6. **Third-Party Agreements.** Customer may be permitted to use certain third-party products, services or other offerings in connection with or via the EasyPost Products or Services ("*Third-Party Offerings*"), including, by way of example, third-party shipping carriers (e.g., the United States Postal Service ("*USPS*"), Federal Express ("*FedEx*"), United Parcel Service ("*UPS*"), etc.). Customer authorizes EasyPost to access and exchange Customer Data with such Third-Party Offerings on Customer's behalf. Customer's use of Third-Party Offerings is subject to Customer's agreement with the relevant provider governing Customer's access to and receipt or use of such Third-Party Offerings ("*Third-Party Provider Agreements*") and not this Agreement. Further, Customer will be subject to all guidelines, rules, and rates as set by any third-party carriers or providers, including as agreed in the Third-Party Provider Agreements, which may result in additional fees, charges, or penalties in excess of those specified in this Agreement or in the applicable Addenda, in the event such guidelines or rules are not followed. EasyPost does not control and has no liability for Third-Party Offerings, including their security, functionality, operation, availability, or interoperability with the EasyPost Products and Services, or how the Third-Party Offerings or their providers use Customer Data. EASYPOST MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER, AND DOES NOT PROVIDE ANY INDEMNIFICATION, IN RELATION TO THIRD-PARTY OFFERINGS THEIR PROVIDERS (INCLUDING CARRIERS), OR THEIR SYSTEMS. CUSTOMER'S USE OF ANY THIRD-PARTY OFFERINGS IS AT CUSTOMER'S OWN RISK. EASYPOST ASSUMES NO RESPONSIBILITY AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR CLAIMS OF LOSS AND/OR DAMAGE INCURRED RESULTING FROM THE USE OF ANY THIRD-PARTY OFFERINGS (INCLUDING BUT NOT LIMITED TO THE AVAILABILITY OR OPERATION OF EASYPOST PRODUCTS AND SERVICES TO THE EXTENT SUCH AVAILABILITY AND OPERATION IS DEPENDENT UPON A THIRD-PARTY OFFERING), REGARDLESS OF WHETHER EASYPOST IS A RESELLER OF, OR REFERRAL AGENT FOR, SUCH THIRD-PARTY OFFERING.

7. **USPS Claims:** Customer agrees to allow and authorize EasyPost to file insurance claims on Customer's behalf with the USPS directly for USPS packages where insurance coverage was included with the purchase of postage. For all approved claims, EasyPost will remit the funds paid by the USPS directly to Customer's EasyPost Wallet, minus a processing fee equal to 40%. To comply with USPS rules, Customer will provide EasyPost with product value data through a `line_items` object when making a Shipment API Call, outlined in EasyPost's docs available at <https://docs.easypost.com/docs/shipments#shipment-object> for all applicable packages. Should claims filed on behalf of Customer be subject to audit by the USPS, both EasyPost and Customer will provide commercially reasonable efforts to respond to the USPS promptly with any necessary information, including, but not limited to, invoices showing product

values and confirmation of purchase. Failure to by Customer to comply with any such USPS requirements shall constitute a breach, and EasyPost may immediately suspend or terminate Customer's participation in the program. EasyPost further reserves the right to recover or clawback from Customer any amounts previously paid or credited to Customer that are later denied, reversed, or disallowed by the USPS as a result of the Customer's noncompliance. For the avoidance of doubt, EasyPost is not liable for inaccurate data provided by Partner and will cooperate fully with the USPS in the event of fraud.

8. **FedEx Claims:** Customer agrees to allow and authorize EasyPost to file claims on Customer's behalf with FedEx, directly for FedEx packages where insurance coverage was included with the purchase of postage. To comply with FedEx rules, Customer will provide EasyPost with product value data through a `line_items` object when making a Shipment API Call, outlined in EasyPost's docs available at <https://docs.easypost.com/docs/shipments#shipment-object> for all applicable packages. Customer will provide EasyPost with access to Customer's FedEx account through a secure method in order to provide this service. Should claims filed on behalf of Customer be subject to audit by FedEx, both EasyPost and Customer will provide commercially reasonable efforts to respond to FedEx promptly with any necessary information, including, but not limited to, invoices showing product values and confirmation of purchase. Failure to by Customer to comply with any such FedEx requirements shall constitute a breach, and EasyPost may immediately suspend or terminate Customer's participation in the program. EasyPost further reserves the right to recover or clawback from Customer any amounts previously paid or credited to Customer that are later denied, reversed, or disallowed by FedEx as a result of the Customer's noncompliance. For the avoidance of doubt, EasyPost is not liable for inaccurate data provided by Customer and will cooperate fully with FedEx in the event of fraud or other disputes by FedEx. For all approved claims, EasyPost will charge directly to Customer's EasyPost Wallet a processing fee equal to 60% of what FedEx has paid out directly to the Customer.
9. **Support.** EasyPost Base Support makes available Base Support ("*Base Support*") outlined at www.easypost.com/legal/base-support-services-addendum. Additional support services ("*Premium Support*") may be available to Customer as set forth in the applicable Premium Support Addendum when purchased by Customer pursuant to an Order Form. The scope, pricing, and other terms for these additional support services will be set forth in the applicable Order Form or Addendum. EasyPost's ability to deliver any support services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the support

services. EasyPost may allow Customer to sign up for system status updates for certain EasyPost Products and Services, at <https://www.easypoststatus.com/>.

4. Payment Terms.

1. **Fees.** Customer agrees to pay all fees set forth in the applicable Order Form, and any other amounts payable under this Agreement (together, the “*Fees*”). If Customer’s use of the EasyPost Products and Services exceeds any capacity limitations set forth in the applicable Order Form or otherwise requires the payment of additional Fees (per the terms of this Agreement, or any applicable Order Form or Addenda), EasyPost will charge Customer for such additional usage, and Customer agrees to pay the additional Fees in the manner provided herein.
2. **Transaction Taxes.** Fees do not include taxes and, unless otherwise stated in the applicable Order Form, Customer shall pay all sales, use, value-added, gross receipts, or other similar taxes (collectively, “*Transaction Taxes*”) imposed by applicable laws on the Fees. If Customer is exempt from paying Transaction Taxes, the Customer shall provide EasyPost with a valid exemption certificate at time of accepting this Agreement. In addition, Customer shall, on at least an annual basis and upon reasonable request from EasyPost, update or re-confirm such tax exempt status. EasyPost reserves the right to invoice Customer for Transaction Taxes if the Customer fails to provide the written confirmation of its tax exempt status as set forth above.
3. **Income Tax Withholding.** If Customer is required by applicable law to deduct or withhold any amounts from amounts paid by Customer to EasyPost, Customer will pay such additional amounts as are necessary to ensure that the net amounts received by EasyPost are equal to the amounts EasyPost would have received absent such withholding tax
4. **Payment Terms.** Customer agrees to pay all Fees in accordance with the terms and on the schedule described in the applicable Order Form or otherwise in this Agreement or the applicable Addenda. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum amount permitted by law, whichever is lower, plus all expenses of collection including but not limited to reasonable attorneys’ fees. If Customer fails to pay timely any Fees due hereunder, EasyPost will (without limiting its other rights) be entitled to suspend the EasyPost Products and Services associated with Customer’s Account(s) without prior notice to Customer. If payment is not thereafter rendered within thirty (30) days of delivery of notice to Customer of such failure, EasyPost may immediately terminate this Agreement. EasyPost will not have any liability whatsoever for any damage, liabilities, losses (including any lost profits) or any other consequences that Customer may incur with

respect to any suspension or termination of the EasyPost Products and Services in accordance with this Agreement. EasyPost reserves the right to change the Fees for EasyPost Products and Services upon twenty-four (24) hours' written notice; if Customer does not consent to such change, Customer may terminate the applicable Order Form with respect to the affected EasyPost Products and Services within such twenty-four (24) hour period. If Customer uses a designated credit card or ACH (from a bank account acceptable by EasyPost) for payment of the Fees and other charges, Customer authorizes the card issuer to pay all such amounts and authorizes EasyPost (or its billing agent) to charge the credit card and/or account during the Term; provided that if payment is not received through the credit card and/or account, Customer agrees to pay all amounts due upon demand. In certain instances, the issuer of the credit card may charge a foreign transaction fee or related charges, which Customer will be responsible to pay. If Customer's payment method choice is a credit card for any given payment, a standard convenience fee of three and three-quarters percent (3.75%) will apply.

5. **Future Functionality.** Customer's purchases of the EasyPost Products and Services are not contingent on the development or delivery of any future functionality or features, or dependent on any oral or written comments made by EasyPost regarding future functionality or features.
6. **Disputes.** Customer will notify EasyPost in writing in the event Customer disputes any portion of any Fees paid or payable by Customer under this Agreement. Customer will provide such notice to EasyPost within sixty (60) days of the applicable charge, and the parties will work together to resolve the applicable dispute promptly. Upon expiration of the sixty-day (60-day) period described in this Section 4.4, Customer will not be entitled, and hereby waives any right, to dispute any Fees paid or payable by Customer. Customer agrees to pay all costs of collection, including attorneys' fees and costs, on any outstanding balance owed to EasyPost.
7. **Refunds.** Except as set forth in the applicable Order Form or in EasyPost's Refund Policy (available at www.easypost.com/legal/refund-policy) as in effect at the time of Customer's payment (the "**Refund Policy**"), all Fees are non-cancellable and non-refundable. If Customer does not utilize all of the prepaid access or usage for EasyPost Products and Services during the Initial Order Form Term or Renewal Term, as applicable, Customer shall not have the right to any refund of the Fees or to carry forward any unused EasyPost Products and Services to a Renewal Term.
8. **Payment Methods.** Customer may register one or more payment methods with Customer's Account (defined below). Customer hereby authorizes EasyPost and

its third party payment processors to charge Fees to such payment methods. Customer may designate a payment method as its primary payment method. If Customer only has one active payment method registered, it will automatically be Customer's primary payment method. Unless Customer specifically designates a secondary payment method for payment of Fees within Customer's account, Customer's primary payment method will automatically be charged for Fees. If Customer's primary payment method is removed, disconnected, or is otherwise no longer active or current, EasyPost may, at its election, designate any of Customer's other registered payment methods as Customer's primary payment method.

5. Restrictions and Responsibilities.

1. **Customer Accounts.** To use certain EasyPost Products and Services, Customer must register and create an account ("**Account**") with EasyPost. When creating Customer's Account, Customer agrees to provide true, accurate, current, and complete information and to maintain and update Customer's Account information as needed to ensure its accuracy, currency, and completeness. Customer is responsible for implementing generally accepted security measures to protect Customer's Account, including maintaining the confidentiality of Customer's Account username, password, and any API keys provided, and for restricting access to Customer's computer or device, and Customer agrees to accept responsibility for all activities that occur under Customer's Account. Customer understands this means that Customer accepts full liability and responsibility for Customer's actions or the actions of anyone who uses the EasyPost Products and Services through Customer's Account with or without Customer's permission, including through the sharing of Customer's Account information or Customer's API key. The person who first completes the registration on behalf of Customer is the initial "**Administrator**" for purposes of Customer's use and shall exercise certain options to determine the level of access, subaccounts, and other operations for the Account.
2. **Use Restrictions.** Except as expressly permitted in Section 3.2 above or in the applicable Order Form or Addendum, Customer is not permitted, and Customer will not permit or assist any of Customer's affiliates or any third parties, to: (a) transfer, sell, resell, rent, lease, license, sublicense, distribute, or otherwise permit third parties to access or use the EasyPost Products and Services; (b) use the EasyPost Products and Services in connection with the provision of services to third parties; (c) copy, reproduce, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the EasyPost Products and Services or any software Documentation or data related to the EasyPost Products and Services; (d) modify, translate, or create derivative works based

on the EasyPost Products and Services; (e) circumvent or disable any security or other technological features or measures of the EasyPost Products and Services, or attempt to probe, scan, or test the vulnerability of a network or system, breach security or authentication measures, or gain unauthorized access to any service, system, or network; (f) upload or provide for processing, or use the EasyPost Products and Services to store, display, or transmit any information or material that is illegal, defamatory, offensive, abusive, obscene, or tortious, or that violates privacy or intellectual property rights; (g) use the EasyPost Products and Services to harm, threaten, or harass another person or organization or in any way that violates applicable laws or regulations; (h) use the EasyPost Products and Services to create, send, store, run, or distribute any viruses, worms, Trojan horses, or other disabling code, malware component, or code or program harmful to a network or system; or (i) alter nor remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the EasyPost Products and Services. Customer will ensure that the EasyPost Products and Services are used in accordance with all applicable laws, regulations, third-party rights, and the terms of this Agreement.

3. Protection Against Unauthorized Use. Customer will, and Customer will ensure that Customer's affiliates and permitted third parties, use reasonable efforts to prevent any unauthorized use of the EasyPost Products and Services, and Customer will notify EasyPost in writing of any unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the EasyPost Products and Services directly or indirectly through Customer's Account, Customer will be responsible for all such unauthorized use and any resulting damages and will take all steps reasonably necessary to terminate the unauthorized use. Customer will assist and cooperate with EasyPost with any actions taken to prevent or terminate unauthorized use of the EasyPost Products and Services. EasyPost has no obligation to monitor Customer's use of the EasyPost Products and Services; provided, however, Customer grants EasyPost full rights to, in its sole discretion, monitor Customer's use of the EasyPost Products and Services and the Customer Application(s) to ensure there is no violation of this Agreement. EasyPost may prohibit any use of the EasyPost Products and Services by Customer or any End User that EasyPost believes may be (or is alleged to be) in violation of the foregoing or any other terms of this Agreement.

4. Equipment Maintenance. Customer will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the EasyPost Products and Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers, and any other equipment necessary to facilitate the EasyPost

Products and Services (collectively, the “*Equipment*”). Customer will also be responsible for maintaining the security of the Equipment, customer’s account and password (including, but not limited to, administrative and user passwords), and Customer files.

5. **Restrictions on Use and Unlawful Activity.** Customer agrees not to do any of the following, or permit any of Customer’s End Users, employees, contractors, agents or any third party to use the EasyPost Products and Services in connection with any of the following:

1. For any purpose that is unlawful or is restricted by any governmental authority or body or is otherwise prohibited by the terms of this Agreement;
2. In or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanction lists identified by the United States Office of Foreign Asset Control (OFAC), available at <https://ofac.treasury.gov>;
3. Sale of goods or services that are counterfeit or illegally imported or exported;
4. Sale of regulated or illegal products and services, including, but not limited to, cannabis and related businesses;
5. Use of any misleading or incorrect names, addresses, email addresses, telephone numbers, or other information;
6. Use that in our sole discretion could damage, disable, overburden, impair, adversely affect, or impact the security of the EasyPost Products and Services; or
7. Access for any competitive purposes (including to build an application or product that is competitive with the EasyPost Products and Services).

6. **Insurance.** If an Order Form allows for payment of Fees in arrears, or if specified on an Order Form, Customer will comply with EasyPost’s Insurance Requirements which shall be added as an Addendum. Otherwise, during the Term and for 2 years after, Customer will maintain with financially sound and reputable insurance companies (that are not affiliates of Customer), insurance policies of the types and with limits that are customarily obtained by persons or entities engaged in the same or similar business as Customer and of a same or similar size. Customer will provide EasyPost with a certificate of insurance evidencing such coverage promptly upon EasyPost’s written request. Customer will

promptly (but in any event within 5 business days) notify EasyPost in writing of any change, termination, lapse, nonrenewal or cancellation of such insurance.

6. Confidentiality; Intellectual Property Rights.

1. **Definition.** “*Confidential Information*” means any information or data, regardless of whether it is in tangible form, that is disclosed (directly or indirectly) by either party, including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, processes, designs, drawings, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment, and is marked or otherwise designated as “Confidential” or “Proprietary” or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure.
2. **Exceptions.** Confidential Information does not include any information which:
(a) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure by the disclosing party to the receiving party; (b) becomes publicly known or made generally available without a duty of confidentiality after disclosure by the disclosing party to the receiving party through no wrongful action or inaction of receiving party; (c) is in the rightful possession of the receiving party without confidentiality obligations at the time of disclosure by the disclosing party to the receiving party as shown by the receiving party’s then-contemporaneous written files and records kept in the ordinary course of business; (d) is obtained by the receiving party from a third party without an accompanying duty of confidentiality and without a breach of such third party’s obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by written records and other competent evidence prepared contemporaneously with such independent development.
3. **Non-Disclosure.** Each party agrees that it will use the Confidential Information of the other party solely to exercise its rights or perform its obligations under, and in accordance with the provisions of this Agreement, and it will not disclose such information to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Each party may only disclose the Confidential Information of the other party, in whole or in part, to its officers, employees, representatives, actual or potential investors and subcontractors who have a need to know and are legally bound to keep such information confidential either (a) per the terms of this Section, or (b) by other written agreement with terms that are no less

stringent than the terms of this Section. Either party may disclose the Confidential Information of the other party as required by applicable law, regulation, order, or other legal process, upon prior written notice to the other party (where such notice is permitted); provided that such party will: (i) reasonably assist the disclosing party (at the disclosing party's request and expense) to obtain a protective order or similar, limiting the scope of information required to be disclosed, and (ii) minimize such disclosure to that portion of the Confidential Information that is legally required to be disclosed.

4. **Return; Destroy; Protect.** On the disclosing party's request, the receiving party must return or destroy all Confidential Information of the disclosing party which has been supplied to or acquired by the receiving party other than: (a) records the receiving party has a separate legal right or obligation to retain or as otherwise permitted under the Agreement or as required by the applicable third-party shipping carrier; and (b) copies of Confidential Information created in the ordinary course of the receiving party's business and retained in accordance with its internal document retention and information technology policies. To the extent the receiving party retains information disclosed by the disclosing party, the receiving party will continue to protect such information in accordance with Section 7.3: (x) for so long as it meets the definition of Confidential Information above; (y) if it constitutes a trade secret, for so long as such information remains a trade secret, and/or (z) if it constitutes personal data relating to an End User received from the disclosing party, for so long as required by applicable law.
5. **Customer Data.** Customer Data is Customer's property and, as between Customer and EasyPost, Customer retains exclusive ownership of all right, title and interest in and to Customer Data. Notwithstanding anything to the contrary in this Agreement, EasyPost shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the EasyPost Products and Services and related systems and technologies (including, without limitation, Customer Data and data and information derived therefrom), and Customer grants EasyPost a non-exclusive, worldwide, irrevocable, sublicensable, royalty-free license to use, copy, transmit, store, aggregate, publish, distribute and display, during and after the Term: (a) Customer Data as required to provide the EasyPost Products and Services, Professional Services, and account management services; (b) use Customer Data and other information received from Customer to improve and enhance the EasyPost Products and Services, for other development, diagnostic and corrective purposes in connection with the EasyPost Products and Services, and to develop new products or services; and (c) disclose such Customer Data solely in aggregate or other de-identified form in connection with its business,

provided that any such data is not publicly identified or identifiable as originating with Customer or any individual person or End User. Customer is responsible for the content, accuracy, availability, appropriateness, and legality of Customer Data and any other information Customer may access or provide to EasyPost using the EasyPost Products and Services or in connection with Professional Services.

6. **Protection of Customer Data.** EasyPost will implement and maintain commercially reasonable policies and procedures designed to protect the Customer Data from unauthorized access, use or disclosure. The foregoing constitutes EasyPost's sole and exclusive obligation, and Customer's sole and exclusive remedy, with respect to protection of Customer Data from unauthorized access, use, loss or disclosure. EasyPost will use commercially reasonable efforts to retain Customer Data in accordance with its [Data Retention Policy](#). Except where the Parties have entered into a separate data processing addendum or similar, the terms of EasyPost's Data Processing Addendum are hereby incorporated into this Agreement ("DPA") and will govern the Processing of Personal Data (each as defined in the DPA) in connection with this Agreement.
7. **Ownership by EasyPost.** As between the parties, EasyPost exclusively owns and reserves all right, title and interest, including all related intellectual property rights, in and to the EasyPost Products and Services, the EasyPost Technology, the EasyPost Marks, the EasyPost Confidential Information, and Deliverables, together with all modifications, updates, customizations, enhancements, and improvements thereto. Customer agrees that it will not, directly or indirectly, challenge or contest the validity of the EasyPost's intellectual property rights, or any registrations thereof and/or applications therefor in any jurisdiction, or the right, title and interest of EasyPost therein and thereto, nor will it claim or register any interest in the various service offerings made available for subscription from time to time by EasyPost.
8. **Ownership by Customer.** As between the parties, Customer exclusively owns and reserves all right, title and interest in and to the Customer Applications, the Customer Marks, and the Customer Confidential Information, and all related intellectual property rights therein or thereto.
9. **Publicity.** Subject to the terms of this Agreement, each party (the "*Licensor*") grants to the other party (the "*Licensee*") the right to use and display Licensor's name and marks (the "*Licensor Marks*") on its website and in other promotional materials, whether on a website or in other public or private communications with existing or potential developers and customers, solely in connection with its activities under this Agreement. All such use of the Licensor Marks will be in

accordance with the Licensor's standard trademark usage guidelines and will inure to the benefit of Licensor. Licensee will not use, register or take other action with respect to any of the Licensor Marks, except to the extent authorized in advance by Licensor in writing. In its efforts, Licensee will always use the then-current Licensor Marks and will not add to, delete from or modify any of Licensor Marks. Licensee will not, at any time, misrepresent its relationship with Licensor. The license described in this Section will terminate automatically in the event of any termination or expiration of this Agreement. Further, EasyPost may use the Customer Marks to identify Customer as a customer of EasyPost, provided that EasyPost will promptly cease such use upon Customer's written request.

10. **Feedback.** Customer and its affiliates and/or other permitted third parties may, on an entirely voluntary basis, submit feedback, user community contributions and comments, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the operations, functionality, or features of the EasyPost Products and Services or other EasyPost products or services (collectively, "**Feedback**"). Customer (on behalf of itself and such affiliates and permitted third parties) grants EasyPost a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, incorporate into the EasyPost Products and Services, copy, modify, publish, perform, translate, creative derivative works from, sublicense, distribute, and otherwise exploit Feedback without restriction. Feedback is not Customer's Confidential information.

7. Term; Termination.

1. **Term.** The term of this Agreement will commence on acceptance of the Agreement and continue until all Order Forms have expired or terminated ("**Term**").
2. **Termination.** EasyPost may terminate this Agreement or any Order Form for any reason upon thirty (30) days' prior written notice to Customer. In addition to any other remedies it may have, either party may terminate this Agreement or an applicable Order Form upon written notice (or without notice in the case of nonpayment), if the other party (a) materially breaches any of the terms or conditions of this Agreement, or the applicable Order Form or Addenda, and fails to cure such breach within 30 days after written notice describing the breach; or (b) files for bankruptcy or is the subject of an involuntary filing in bankruptcy (in the latter case, which filing is not discharged within 60 days) or makes an assignment for the benefit of creditors or a trustee is appointed over all or a substantial portion of its assets. In addition, EasyPost may suspend or terminate the EasyPost Products and Services upon notice for cause if: (w) Customer's use of the EasyPost Products and Services are negatively impacting the operating capacity or security of the EasyPost Products and Services; (x)

there is an unusual spike or increase in Customer's use of the EasyPost Products and Services for which there is reason to believe such traffic or use is fraudulent or unauthorized; or (y) EasyPost determines, in its sole discretion, that its provision of any of the EasyPost Products and Services is prohibited by applicable law or has become impractical or unfeasible for any legal or regulatory reason.

3. **Effect of Termination; Survival.** Upon termination or expiration of this Agreement and except as set forth in the applicable Order Form or Addendum, EasyPost has no obligation to provide any EasyPost Products and Services, all payments owed to EasyPost shall immediately become due and payable, and all rights and licenses granted to Customer will immediately terminate. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment or other liabilities, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. Representations; Warranties; and Disclaimers.

1. **Authority.** Each of EasyPost and Customer represents and warrants that (a) it has the full right, power and authority to enter into and fully perform this Agreement; (b) the person entering into this Agreement on its behalf is a duly authorized representative of such party who has in fact been authorized to execute this Agreement; (c) its entry herein does not violate any other agreement by which it is bound; and (d) it is a legal entity in good standing in the jurisdiction of its formation.
2. **Services Warranty.** EasyPost shall use reasonable efforts consistent with prevailing industry standards to maintain the EasyPost Products and Services in a manner which minimizes errors and interruptions in such EasyPost Products and Services and shall perform implementation, support, and Professional Services in a professional and workmanlike manner. EasyPost Products and Services (or features of the EasyPost Products and Services) may be temporarily unavailable for scheduled maintenance or unscheduled emergency maintenance, either by EasyPost or by third-party shipping carriers or providers, or because of other causes beyond EasyPost's reasonable control.
3. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EASYPOST HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE. EASYPOST DOES NOT WARRANT THAT THE EASYPOST PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, NOR**

DOES EASYPOST MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE EASYPOST PRODUCTS AND SERVICES. EASYPOST DOES NOT MAKE ANY REPRESENTATIONS WITH REGARD TO SERVICES PROVIDED BY OR THE SYSTEMS OF ANY THIRD-PARTY CARRIERS OR PROVIDERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE APPLICABLE ORDER FORM, THE EASYPOST PRODUCTS AND SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" TO THE FULLEST EXTENT PERMITTED BY LAW. ANY WARRANTIES REQUIRED TO BE PROVIDED UNDER APPLICABLE LAW ARE LIMITED TO THE MINIMUM LEGALLY PERMITTED DURATION.

9. Indemnification.

1. Each party (the "*Indemnifying Party*") will indemnify and hold the other party, the other party's affiliates, and its and their respective officers, directors, employees and agents (collectively, "*Indemnified Parties*"), from any third-party claim, suit, or proceeding brought against any of the Indemnified Parties to the extent arising out of, related to or based upon (a) infringement by the Indemnifying Party's service of any third-party intellectual property rights, or (b) the Indemnifying Party's gross negligence or willful misconduct (collectively, "*Claims*"), and shall pay those amounts (including damages, interest, costs, and attorneys' fees) finally awarded by a court of competent jurisdiction against the Indemnified Parties or payable pursuant to a settlement agreed to by the Indemnifying Party with respect to such Claim.
2. The Indemnified Parties shall give the Indemnifying Party prompt notice of any Claim, provided that the failure to provide such notice shall only excuse the Indemnifying Party of its indemnification obligations to the extent such failure causes actual prejudice. The Indemnifying Party shall control the defense of any Claim, including appeals, negotiations, and any settlement or compromise thereof. The other party shall reasonably cooperate and assist the Indemnifying Party with respect to the negotiation, defense or settlement of any Claim at the Indemnifying Party's reasonable request and expense. Notwithstanding the foregoing, the Indemnified Parties may participate in the defense and settlement of a Claim with their own counsel, and at their own option and expense. The Indemnifying Party shall not enter into any settlement that imposes obligations or restrictions on any Indemnified Party without such Indemnified Party's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. The Indemnifying Party shall not be liable for any settlement amounts entered into by any Indemnified Party without the Indemnifying Party's prior written approval.

10. Limitation of Liability.

1. NO CONSEQUENTIAL DAMAGES. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AGENTS AND

SUPPLIERS (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY LOSSES OR LIABILITY ARISING FROM (A) LOSS OF USE, INTERRUPTION OF BUSINESS, THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR COSTS OF DELAY, (B) LOSS OF PROFITS, GOODWILL, REPUTATIONAL HARM SALES, BUSINESS, OR REVENUE, OR (C) LOSS OF DATA, DATA USE, COMPUTER FAILURE OR MALFUNCTION, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

2. LIMITATION ON DAMAGES. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE PURSUANT TO THIS AGREEMENT FOR ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE FEES PAID OR PAYABLE BY CUSTOMER TO EASYPOST DURING THE SIX (6) MONTHS PRECEDING THE INCIDENT OR CLAIM OR TEN THOUSAND DOLLARS (\$10,000), WHICHEVER IS GREATER.
3. THE PROVISIONS OF THIS SECTION SHALL NOT LIMIT EITHER PARTY'S LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS.
4. CUSTOMER ACKNOWLEDGES AND AGREE THAT EASYPOST HAS OFFERED THE EASYPOST PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS), AND THAT THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN CUSTOMER AND EASYPOST.
5. THE PROVISIONS OF THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN SUCH CASES, LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE.

11. Governing Law and Disputes; Class Action / Jury Trial Waiver.

1. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of Utah, exclusive of its rules governing conflicts of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any dispute or claim arising out of or relating to this Agreement or breach thereof, shall be settled by confidential binding arbitration

in Salt Lake City, Utah, under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said rules. Absent manifest error, the decision of the arbitrators will be final and binding on the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction for injunctive or other equitable relief without breach of this section.

2. **Class Action and Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE EASYPOST PRODUCTS AND SERVICES FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. IN ADDITION, THE PARTIES AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM RELATING TO OR ARISING FROM THE AGREEMENT OR CUSTOMER'S USE OF THE EASYPOST PRODUCTS AND SERVICES. CUSTOMER AGREES AND REPRESENTS THAT CUSTOMER UNDERSTANDS THAT, BY ENTERING INTO THIS AGREEMENT AND/OR USING THE EASYPOST PRODUCTS AND SERVICES, CUSTOMER AND EASYPOST ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.
3. **Claims.** CUSTOMER AGREES THAT ANY CAUSE OF ACTION CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE USE OF THE EASYPOST PRODUCTS AND SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

12. Miscellaneous

1. **Assignment.** This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assignees. Customer may not assign or otherwise transfer this Agreement without the prior written consent of EasyPost, which shall not be unreasonably withheld or delayed. EasyPost may freely assign or otherwise transfer this Agreement. Any other purported assignment shall be void.
2. **No Agency.** No agency, partnership, joint venture, franchise, or employment relationship is created as a result of this Agreement, and neither party has any authority of any kind to bind the other party in any respect whatsoever to any third party.

3. **Notices.** All notices under this Agreement must be in writing and will be deemed to have been duly given: (a) upon receipt, if personally delivered; (b) upon transmission, if provided by email; (c) the day after it is sent, if sent for next-day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested, each case, to 2889 Ashton Boulevard Suite 325, Lehi, UT 84043, or legal@easypost.com (if to EasyPost) or to the address EasyPost then-has on file for Customer. Either party may update its address for notice upon notice to the other party.
4. **Remote Access.** In certain instances, EasyPost may best be able to assist Customer or provide updates to the EasyPost Products and Services by using a remote access support tool through which EasyPost obtains access to Customer's computer or systems. If Customer does not want EasyPost to have this access, Customer should not consent to support through the remote access tool, and EasyPost will assist Customer through other means. EasyPost disclaims any liability or responsibility for any damage or loss resulting from use of a remote access tool or to access being granted to EasyPost through such a tool. In the event of any conflict between this Agreement and other information provided by EasyPost Support, the Agreement will control.
5. **Beta Features.** If any feature, product, or service is a pre-commercial release or beta version ("**Beta Feature**"), then this Section applies. The Beta Feature does not represent a final product from EasyPost, and may contain bugs, errors, and other problems that could cause system or other failures and data loss and may only be used for testing purposes. EasyPost may decide never to release the Beta Feature commercially. EasyPost may alter features, licensing terms, or other characteristics of any version of the Beta Feature that it makes available. If Customer received the Beta Feature pursuant to a separate written agreement ("**Test Agreement**"), Customer's use is also governed by the Test Agreement. If there is a conflict between this Agreement and the Test Agreement, the Test Agreement controls, but only with respect to such Beta Feature. CUSTOMER'S USE OF A BETA FEATURE IS AT CUSTOMER'S OWN RISK. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, EASYPST PROVIDES NO WARRANTY, INDEMNITY, SUPPORT FOR BETA FEATURES, AND ITS LIABILITY FOR BETA FEATURES WILL NOT EXCEED US\$50.
6. **Enforceability.** If any provision of this Agreement is adjudicated invalid or unenforceable, this Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties.
7. **Location of the EasyPost Products and Services; Export Compliance.** The EasyPost Products and Services are controlled and operated from our facilities in the United States. Customer acknowledges that Customer Data may be

accessed, stored, or processed in the United States or other countries outside of where Customer lives, and that it may be accessible to law enforcement and national security authorities of the United States and other countries. The EasyPost Products and Services are subject to United States export laws and regulations and may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the EasyPost Products and Services may be subject to the import and export laws of other countries. Customer agrees to comply with all United States and foreign laws related to the use of the EasyPost Products and Services. Customer may not use or access the EasyPost Products and Services if Customer is located in a country embargoed by the United States or is a foreign person or entity blocked or denied by the United States government. Customer acknowledges and agree that EasyPost may suspend all or any part of the EasyPost Products and Services immediately without notice if EasyPost reasonably believes Customer is accessing or using the EasyPost Products and Services in violation of any applicable law, including any applicable U.S., local, or foreign export laws or regulations.

8. **Compliance with Laws.** Each party shall perform all of its obligations under this Agreement in compliance with all foreign, federal, state, and local statutes, orders and regulations, including those relating to privacy and data protection, at all times.
9. **Force Majeure.** EasyPost is not liable under this Agreement for non-performance caused by events or conditions beyond EasyPost's reasonable control (each, a "*Force Majeure Event*") if EasyPost makes reasonable efforts to perform and provides immediate notice to Customer. A Force Majeure Event is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, including, without limitation, (a) riot, states of emergency, war or acts of terrorism; (b) natural disasters like earthquakes, flood, or wildfires; (c) material industrial and labor disputes or strikes; (d) epidemics, pandemics, or other-disease-related events; (e) failure of electrical service, denial-of-service attacks, or severe internet service provider or third party hosting provider glitches; and (f) other acts of God that materially affect the ability for EasyPost to perform. EasyPost may terminate this Agreement immediately, upon providing written notice to the other party, if a Force Majeure Event continues for more than thirty (30) consecutive days.
10. **Integration.** This Agreement, together with all Order Forms and Addenda, is the complete statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. The

terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by EasyPost; such Customer documents are for administrative purposes only and have no legal effect.

11. **Amendment; Counterparts.** Except as set forth in this Agreement or an Addendum, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.