

The terms of this EasyPost API Addendum (“API Addendum”) apply with respect to Customer’s use of EasyPost APIs. Capitalized terms used but not defined in this API Addendum will have the meanings given to those terms in the Master Customer Agreement (“Agreement”).

1. Definitions.

1. “BYOCA” means bring your own carrier accounts.
2. “Carrier Charges” means any postage, label fees, and other charges, penalties, or fees, as well as any applicable taxes or surcharges, charged by a third-party shipping carrier in connection with the purchase of shipping labels and other services from such carrier via the EasyPost APIs.
3. “EasyPost Wallet” means the Customer’s account in which Customer may deposit funds for purchases through the EasyPost APIs, including for the payment of Service Fees (as defined below), Carrier Charges, and other fees.
4. “EasyPost Wallet Carrier” or “Wallet Carriers” means a third-party shipping carrier whose Carrier Charges are payable directly through the EasyPost Wallet. USPS Pay On Delivery (USPS Returns) are not currently considered an EasyPost Wallet Carrier.

2. Fees for EasyPost APIs.

1. **Service Fees.** EasyPost shall charge fees based upon Customer’s use of the EasyPost APIs (the “Service Fees”). Service Fees shall be equal to either a fee per each label purchased or a subscription fee based upon an annual quantity estimate provided by Customer. The Service Fees shall include: (a) one (1) free Tracker API call per label purchased; (b) one (1) free Address Verification API call per label purchased; and (c) the creation of up to three (3) free Rating API calls per label purchased (i.e., up to a 3:1 ratio of Rating API calls to label purchased). Pricing is based on the continued use of the EasyPost APIs in accordance with the quantity estimate provided by Customer. In the event Customer’s usage exceeds the annual quantity estimate specified in the applicable Order Form by more than 125%, or if there is a substantial decrease in Customer’s usage during the term, EasyPost reserves the right to amend the fees payable under such Order Form based upon the increased or decreased usage.
2. **PC Postage Surcharge.** EasyPost shall charge a 3% surcharge on labels purchased using the Customer’s own USPS rate card and PC Postage. This surcharge shall be deducted daily from the customer’s wallet. Any payments for postage using PC Postage will be deducted immediately from the EasyPost

Wallet; payments through PC Postage shall be ineligible for payment in arrears or “net terms” arrangements.

3. **Overage Fees.** To the extent that Customer’s usage of the EasyPost APIs exceeds what is included with the Service Fees, as set forth in Section 3.1, EasyPost shall charge overage fees (the “**Overage Fees**”) as follows: (a) two cents (\$0.02) per each additional Tracker API call; (b) two cents (\$0.02) per each additional Address Verification API call for addresses located in the United States; (c) six cents (\$0.06) per each additional Address Verification API call for addresses located outside of the United States; and (d) two cents (\$0.02) per each additional Rating API call in excess of the 3:1 ratio set forth above.
4. **Shipping Insurance.** Customer will be enrolled automatically for EasyPost Shipping Insurance (“**Shipping Insurance**”) and may purchase insurance for a fee of one dollar (\$1.00) for one hundred dollars (\$100) of insurance coverage per parcel, with the option to purchase additional insurance coverage for a fee equal to one percent (1.0%) of any insured shipment’s value. If Customer fails to provide a shipment value at the time of label purchase, the insurance policy will be issued with a one hundred dollar (\$100) coverage limit. Customer may un-enroll from automatic EasyPost Shipping Insurance by submitting a request through Customer’s dashboard or to [EasyPost Support](#). Additionally, Customer may purchase Shipping Insurance on a per parcel basis through the EasyPost APIs at the same pricing as outlined in this section.
5. **SmartRate API Service Fees.** EasyPost shall charge a service fee equal to three cents (\$0.03) per SmartRate API call via the EasyPost APIs (the “**SmartRate Service Fees**”).
6. **Pay on Delivery Returns Service Fees.** EasyPost will charge a service fee equal to fifteen cents (\$0.15) per Pay-On-Delivery label purchased through the EasyPost APIs.
7. **Payment of Service Fees and Carrier Charges.** All Service Fees and any applicable Carrier Charges shall be due at the time of the transaction or as set forth in the applicable Order Form. Overage Fees shall be charged on a monthly basis. All Service Fees, Carrier Charges, and Overage Fees for the use of the EasyPost APIs shall be paid via Customer’s EasyPost Wallet. If Customer’s EasyPost Wallet does not have sufficient funds available for such payment, any remaining balance will be due immediately in accordance with the Agreement. Any incentive, rebate, credit, or reward owed to Customer for Wallet or carrier spend shall be paid following complete financial resolution regarding that spend between EasyPost and the respective carrier. EasyPost may withhold any amounts owed to Customer if not received from the carrier or offset future amounts owed by the amount not received.

8. **Ongoing Use of EasyPost APIs.** In the event that Customer continues to use the EasyPost APIs after the termination or expiration of the applicable Order Form, then such use will remain subject to the terms of the Master Customer Agreement and this Addendum, provided that: (a) either party may terminate Customer's right to use the EasyPost APIs upon written notice to the other, and (b) the pricing will be according to the Developer Plan Pricing (defined below) and other terms of Section 3 of the EasyPost Terms of Service, available at legal.easypost.com, will apply to Customer's use of the EasyPost APIs.
9. **Developer Plan Pricing.** In the event that Customer has not entered into a separate Order Form with EasyPost that determines pricing for use of the EasyPost APIs, or where Customer's Order Form has terminated or expired, Customer agrees to pay in accordance with the following Developer Plan Pricing (the "Developer Plan Pricing") for use of the EasyPost APIs.
1. **Service Fees.** The Service Fees under the Developer Plan Pricing will be equal to eight cents (\$0.08) per each label purchased through the EasyPost APIs.
 2. **Waiver of Service Fees.** EasyPost agrees to waive the Service Fees under the Developer Plan Pricing for the first thirty-six thousand (36,000) EasyPost Wallet Carrier labels purchased through the EasyPost APIs in any consecutive twelve (12) month period, up to a maximum of three thousand (3,000) EasyPost Wallet Carrier labels purchased per month. The Overage Fees set forth in Section 2.2 apply to the Developer Plan Pricing. USPS Pay on Delivery (USPS Returns) is currently not considered an EasyPost Wallet Carrier. As such, USPS Pay on Delivery (USPS Returns) are not bound to the developer plan pricing's waiver of services fees.
 3. **BYOCA.** The fees under the BYOCA will be equal to twenty dollars (\$20) per month, plus eight cents (\$0.08) per label purchased through the BYOCA plan. The BYOCA fee will only apply with non-Wallet carriers.
 4. **Developer Plan Pricing Use Restrictions.** This waiver of Service Fees is applied based upon the aggregate number of labels purchased by Customer as well as any purchases by related subsidiaries, affiliates, employees, agents, and contractors. The creation of multiple Accounts by, at the direction of, or for the benefit of Customer is strictly prohibited without written consent from EasyPost. Customer agrees to pay fees based on the aggregate number of labels purchased by Customer, including backpaying for fees that were inadvertently waived for Customer due to multiple Customer

Accounts. EasyPost Developer Plan Pricing is available for business engaging in direct to consumer shipping and not available as a white-label or resale feature. EasyPost may suspend Customer's accounts if Customer operates multiple Accounts without EasyPost's written approval or uses EasyPost's Developer Plan Pricing to white-label or resell the EasyPost APIs.

3. Third-Party Shipping Carriers.

1. **Carrier Accounts.** In the event that Customer decides to purchase labels from third-party shipping carriers, including USPS, FedEx, and UPS, via the EasyPost APIs, Customer is required to acknowledge and accept the respective carrier's terms of service and may be required to sign up for applicable carrier account(s). Customer is responsible for Customer's compliance with all such carriers' terms of service. In addition, Customer is responsible for all charges imposed by such carrier for purchases made on Customer's account (whether authorized or unauthorized), including any and all fees for postage, labels, overages, penalties, taxes and other surcharges.

2. USPS Terms

1. In the event Customer purchases and creates USPS labels, Customer agrees that (a) Customer bears full responsibility and liability for obtaining authorization to reproduce and otherwise use the label as created (including, without limitation, any trademarks, slogans, likenesses or copyrighted material contained in the image); (b) Customer has the legal authority to reproduce and otherwise use the label as proposed; (c) Customer understands that images or other matter is not provided, approved, or endorsed in any way by the USPS; (d) Customer agrees to and will comply with the [USPS Postage Discrepancy Policy](#); and (e) Customer agrees to and will comply with any other applicable terms, conditions, or requirements set forth by the USPS in connection with the purchase of the USPS labels.
2. To the extent Customer purchases and creates USPS labels, pursuant to the [USPS Postage Discrepancy Policy](#), EasyPost reserves the right to charge Customer an Automated Package Verification processing fee ("*APV Fee*") for use of the EasyPost APIs for processing transactions between the USPS and Customer where there was an overpayment(s) and/or underpayment(s) for USPS postage. The APV Fee will be directly added to or deducted from all APV transactions. Upon written request, EasyPost shall provide Customer with a statement showing the APV transactions and APV Fees for the previous thirty-day (30-day) period.

3. In the event Customer purchases and creates USPS labels, Customer acknowledges and agrees to the following USPS Privacy Act Statement governing the collection of information by the USPS:

1. **Privacy Act Statement:** Customer's information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, Customer's transaction may not be processed. The Postal Service does not disclose Customer information to third parties without Customer's consent, except to facilitate the transaction, to act on Customer's behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on Customer's behalf; to financial entities regarding financial transaction issues; to a US Postal Service (USPS) auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding the USPS privacy policies, visit www.usps.com/privacypolicy.

4. In the event that Customer or Customer's End User(s) fails to comply with any applicable requirement of the USPS or is found to be noncompliant by the USPS, EasyPost reserves the right to suspend or terminate the provision of the EasyPost Products and Services to Customer.

3. FedEx by Default Terms.

1. In the event that Customer purchases and creates FedEx labels using the FedEx by Default Account offered by EasyPost, the following terms and conditions shall apply:

1. Each shipment made with FedEx is subject to the country of origin location's terms and conditions of carriage and the FedEx Service Guide in effect at the time of shipment, which terms are incorporated into this Agreement by reference. FedEx reserves the right to modify the FedEx Service Guide, including a modification of the published transportation rates, at any time without notice. Customer is directed to the [FedEx website](http://www.fedex.com) for changes in the FedEx Service Guide.

2. Customer may not under any circumstances sell, assign, or transfer (including but not limited to, through third party billing) the benefit of pricing to any other party.
3. Customer acknowledges and agrees that their identity, contact information, account information and FedEx shipping information and data may be provided by FedEx to EasyPost and by EasyPost to FedEx. FedEx shall use and protect the aforementioned information in accordance with the FedEx Data Privacy Policy.
4. Claims for loss, damage, misdelivery, non-delivery, misinformation, non-information or processing of a package transported via FedEx Express and FedEx Ground pursuant to this Agreement, must be filed with FedEx directly and solely by EasyPost, and will be paid directly and solely to EasyPost, in accordance with the FedEx Service Guide. FedEx shall have no liability to Customer for any claims.
5. Customer cannot ship alcohol, firearms, or other items or commodities that may be prohibited by law. Such commodities require a separate agreement.

4. UPS DAP Terms.

1. In the event Customer purchases and creates labels using a UPS Digital Access Program (“*UPS DAP*”) account, the following terms and conditions shall apply:
 1. Customer will be required to create an account directly with UPS and agree to abide by all applicable terms and conditions. UPS will create a single shipper number for each Subscribing Organization. Only Customers that do not have an existing UPS account (or an individual shipper number) are eligible to enroll in the UPS DAP program via the EasyPost APIs. All decisions regarding eligibility requirements and participation in the UPS DAP program are within the sole discretion of UPS.
 2. Each shipment made with UPS is subject to the terms and conditions set forth in the UPS Service Guide in effect at the time of shipment, which terms are incorporated into this Agreement by reference. UPS reserves the right to modify the UPS service Guide, including a modification of the published transportation rates, at any time without

notice. Customer is directed to the [UPS website](#) for changes to the UPS Service Guide. Customer is not permitted to increase or mark up the rates provided by UPS for purposes of reselling labels to another entity or End User.

3. Customer shall be restricted from shipping pharmaceutical products through the UPS DAP account. Any such shipments of pharmaceutical products must be through any individual account created by Customer with UPS.
4. UPS reserves the right to audit any package and/or invoice to verify service selection, package dimensions or weight and applicable of any charges. As part of that audit, UPS may weigh and measure any package tendered to UPS using any method UPS deems appropriate, including, but not limited to, multidimensional measuring devices. If any aspect of the shipment information provided by Customer is incomplete or incorrect as determined by UPS in its sole and unlimited discretion, UPS may in its sole and unlimited discretion adjust charges at any time.
5. Any Customer operating as a platform, reseller, or distributor is not permitted to enroll their End Users in the UPS DAP program without first entering into an agreement with UPS and obtaining the express written consent of UPS. EasyPost will not enable or permit any third party (including but not limited to a platform, distributor, provider, channel partner, or other entity acting other than for its own internal purpose) to serve as an intermediary to the shipper utilizing the UPS services, without the prior written approval of UPS.

4. Additional API Addenda. Customer's use of certain EasyPost APIs or other EasyPost Products or Services available through the EasyPost APIs may be subject to additional terms and conditions, including:

1. EasyPost Shipping Insurance, which shall be governed by the terms and conditions posted at legal.easypost.com/#shipping-insurance.
2. EasyPost Privacy Policy, which shall be governed by the terms and conditions posted at legal.easypost.com/#privacy-policy

