

FedEx Transportation Services Agreement

Customer Name: FRANKLIN CO MUNI COURT CLERK

Effective Date: April 22, 2024 ("Effective Date")

Customer, including any of its divisions, subsidiaries and affiliates, a majority (defined as 51%) of whose voting stock is directly or indirectly owned by Customer ("Customer" herein), and FedEx agree to enter into this FedEx Transportation Services Agreement (the "Agreement") subject to the following terms and conditions.

This Pricing Agreement/Amendment hereinafter collectively refers to a Country or Territory as "Country or Countries".

1. Services. This Agreement specifies the terms and conditions under which FedEx agrees to provide certain transportation services ("Services") to Customer. This Agreement shall be between Customer and the applicable FedEx operating entity ("FedEx Company") for the applicable Service identified on the pricing attachments that are attached hereto and incorporated herein. All FedEx Companies providing Services pursuant to this Agreement are hereinafter collectively referred to as "FedEx".

2. Pricing. FedEx agrees to provide Services to Customer at the pricing and on the terms as set forth in the applicable pricing attachments. Each applicable FedEx Company may provide a courtesy copy of Customer's pricing reflected as net rates (based on the applicable base rate in effect at such time) upon request. Net rate sheets are provided as a courtesy only and are not incorporated within the Agreement. The pricing and Services are provided by FedEx to Customer for Customer's use and benefit only and may not be resold or otherwise extended (including via third party billing) to any other party without the prior written consent of FedEx. Customer agrees to ensure that the proper account number appears on the applicable air waybill or other form of shipping documentation and acknowledges that pricing will not be applied to packages that do not correctly reference the proper account number. The pricing is effective the later of the date identified above, if any, or within five business days following possession of a fully executed Agreement by FedEx's authorized representative ("Effective Date").

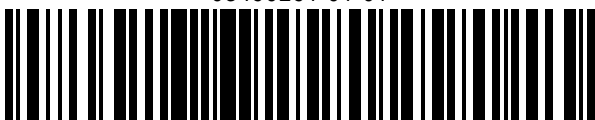
3. Service Guide. Each shipment made with FedEx is subject to the terms and conditions of the FedEx Service Guide in effect at the time of shipment, which terms are incorporated into this Agreement by reference. "FedEx Service Guide" means, collectively, the shipment country of origin FedEx Service Guide, any applicable tariffs, local service conditions or condition of carriage, and the airbill/air waybill or Bill of Lading in effect on the date of shipment of the applicable FedEx Company (including, but not limited to, the FedEx Freight 100 Series Rules Tariff, the FedEx Ground Economy terms at https://www.fedex.com/content/dam/fedex/us-united-states/services/FGE_TermsConditions_2021.pdf, FedEx One Rate terms available at the web address referenced in the Express pricing attachment specific to FedEx One Rate, and other service-specific terms as posted on [fedex.com](https://www.fedex.com)). FedEx reserves the right to modify the FedEx Service Guide, including a modification of the published transportation rates and/or special handling fees, surcharges, ancillary and other charges, at any time without notice. Customer is directed to the FedEx web site [fedex.com](https://www.fedex.com) for changes in the FedEx Service Guide. In the event there is a conflict between this Agreement and the FedEx Service Guide, the provisions of this Agreement control.

4. Payment Terms. Payment is due at the time Services are rendered. FedEx may, however, extend credit privileges. The invoice date begins the credit term cycle, and payment is due within the number of days specified on the pricing attachments from the invoice date. However, invoices for duties and taxes are payable on receipt, unless a specific credit term for payment of duties and taxes is otherwise set forth on the applicable pricing attachment(s). Customer agrees that remaining current on all payables is a condition to the extension of credit and pricing. Failure to comply with payment terms may result in denial of credit or removal of applicable pricing, in FedEx sole discretion.

5. Automation. Customer agrees that all shipping locations will use a FedEx online or FedEx compatible shipping solution that is approved and authorized by FedEx, and an agreement for the placement or use of any such shipping solution shall be accepted prior to such use.

6. Confidentiality. Both FedEx and Customer agree that the terms of this Agreement, including the pricing, are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. FedEx and Customer also agree that any discussions or negotiations regarding the pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are subject to this provision of confidentiality. Notwithstanding the foregoing, disclosure by FedEx to any of its subsidiaries, affiliates, related entities, subcontractors, agents and/or representatives is permitted without notice or consent. Furthermore, disclosure by Customer of this Agreement or any terms to any third party without consent by FedEx and execution of a mutually agreeable non-disclosure agreement between FedEx and such third party shall be considered a breach by Customer.

7. Term. This Agreement commences on the Effective Date and continues until expired or terminated by either party.





8. Termination. Either party may terminate this Agreement immediately upon notice due to the other party's noncompliance with its terms. Either party may terminate this Agreement at any time without cause and without fees unless otherwise stated in the Agreement or the pricing attachment, upon 30 days' prior written notice to the other party.

9. Prior Agreements. This Agreement supersedes all pricing agreements and addenda, if any, between FedEx and Customer for the Services, package types, and Customer account numbers covered by this Agreement and identified on the respective pricing attachments.

10. No Modifications. Any alterations to this document by either party will render it null and void. Any failure by FedEx or Customer to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair FedEx's right to enforce such provision.

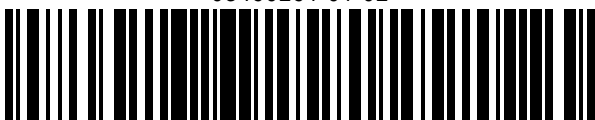
11. Restricted Commodities. This Agreement does not provide for the shipment of alcohol or other items and conditions that may be prohibited or restricted by law or by the FedEx Service Guide. Such commodities may require a separate agreement.

12. Electronic Storage. Either party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper form of this Agreement may be destroyed. Customer and FedEx each agree that following the electronic storage of this Agreement, any hard copy printout of that electronically stored information will constitute an original of this Agreement.

13. Representation of Authority. Each of the parties represents and warrants to the other that this Agreement is valid and legally binding and has been executed by an authorized representative. Nothing contained herein shall be construed as creating any joint or joint and several liability among the FedEx Companies.

14. Severability. If any of the provisions of this Agreement are found by a court or any other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall remain and continue in full force and effect.

15. Assignment. Neither the rights nor the duties of either party under this Agreement may be voluntarily assigned or delegated without the prior written consent of the other party, except that FedEx may assign all or any part of its rights and delegate its duties under this Agreement to a directly or indirectly owned subsidiary or affiliate of FedEx Corporation. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.





Express Pricing Attachment

Customer Name / Location(s)

FRANKLIN CO MUNI COURT CLERK, 375 S HIGH ST, COLUMBUS, OH, 432154520, US

Account Number(s)

201757666

Subsequent pricing applies to all individual FedEx accounts associated with the Customer as identified above, unless otherwise noted.

GENERAL EXPRESS**General Express Terms and Conditions:**

These terms and conditions apply to all pricing contained herein and apply to all countries listed in this FedEx Express Pricing Attachment.

Commitments. Customer agrees that any failure to so achieve the below commitments within 90 days of the Effective Date or maintain them thereafter may result in a pricing change, in FedEx's sole discretion; in such event, FedEx may apply modified pricing to Customer shipments upon 30 days notice. Customer also agrees that any failure to so achieve or maintain the below commitments may result in the immediate termination of this Agreement by FedEx, in FedEx's sole discretion, upon notice.

General Express Pricing Provisions:

These pricing provisions apply to all pricing contained herein and apply to all countries listed in this Express Pricing Attachment.

United States**United States Terms and Conditions:**

Payment Terms. Payment is due within the following number of days from the invoice date unless otherwise provided in a FedEx Credit Term Attachment: 15

Payment Method: Pay by Electronic Funds Transfer or Check

United States Domestic Express:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 201757666 (Account Number(s))

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

For Services receiving a percentage off, discounts are based on the published Domestic Express base rates that can be found at <http://www.fedex.com/us/service-guide/our-services/index.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate. In addition, any fraction of weight is rounded up to the next higher weight break as per the applied base rates.

The following pricing for Domestic Express supersedes all prior Domestic Express pricing for individual FedEx accounts associated with the Customer identified above.

Pricing Terms. Unless otherwise noted, the following term table is applicable to all services in United States. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	12 Month(s)	Service Guide in Effect on Date of Shipment
2	13 Month(s)	Does Not Expire	Service Guide in Effect on Date of Shipment†

† Customer's pricing, including all discounts, minimums or associated provisions, if any, in this agreement no longer apply. Customer may have applicable pricing in other prior agreements for individual FedEx accounts associated with the Customer identified above.

Term 1**FedEx Priority Overnight Envelope**

Zones =>	All Zones
Envelope	0%

FedEx Priority Overnight Pak

Zones =>	All Zones
All Applicable Weights	0%

FedEx Priority Overnight

Zones =>	All Zones
All Applicable Weights	0%

FedEx Standard Overnight Envelope

Zones =>	All Zones
Envelope	0%

FedEx Standard Overnight Pak

Zones =>	All Zones
All Applicable Weights	0%

FedEx Standard Overnight

Zones =>	All Zones
All Applicable Weights	0%

FedEx 2Day A.M. Envelope
FedEx Express Saver Envelope

Zones =>	All Zones
All Applicable Weights	0%

FedEx 2Day A.M. Pak
FedEx 2Day Pak
FedEx Express Saver Pak

Zones =>	All Zones
All Applicable Weights	0%

FedEx 2Day A.M.
FedEx 2Day
FedEx Express Saver

Zones =>	All Zones
All Applicable Weights	0%

FedEx 2Day Envelope

Zones =>	2	3	4	5	6	7	8	9-16
Envelope	64.54%	65.98%	67.37%	72.73%	77.3%	78.72%	79.14%	50%

FedEx 1Day Freight
FedEx 2Day Freight
FedEx 3Day Freight

Zones =>	All Zones
All Applicable Weights	0%

Express Returns: Customer shall receive the Domestic pricing identified herein for FedEx Print Return Label, FedEx Email Return Label, FedEx Express Billable Stamps, and FedEx Express Prepaid Stamps shipments.

United States Minimums:

Customer agrees to pay the greater of the net charge based on Customer's discounts, if any, for a given Service or the minimum net charge as defined in the FedEx Service Guide, on [fedex.com](https://www.fedex.com), or the enclosed rate sheet in FedEx Express Minimum Charge Table(s) located in the Express Pricing Attachment Appendix.

In case reductions to the minimum net charge apply, the minimum net charge for each Service will be revised as the applicable base rate for the zone(s) and weight(s) combination(s) less any reduction amount as indicated in the below table(s).

Minimum charges are subject to change with any increase in applicable base rate during the time period of the Agreement.

United States Domestic Express:

The following minimums are expressed in USD(\$).

Customer's minimum net charge is as noted in the table(s) below.

Service(s)	2-8	9-16
FedEx 2Day Envelope	\$8.45	\$17.04

The following reductions to the minimum charge are expressed in USD(\$).

Service(s)	Minimum Charge	Reduction			
		2-8	9	10-12	13-16
FedEx Priority Overnight Envelope	Zn 2, Envelope	\$10.50	\$10.50	\$10.50	\$10.50
FedEx Priority Overnight Pak	Zn 2, 1.0 lb	\$13.75	\$13.75	\$13.75	\$13.75
FedEx Priority Overnight	Zn 2, 1.0 lb	\$13.75	\$13.75	\$13.75	\$13.75
FedEx Standard Overnight Envelope	Zn 2, Envelope	\$10.25	\$10.25	-	\$10.25
FedEx Standard Overnight Pak	Zn 2, 1.0 lb	\$11.90	\$11.90	-	\$11.90
FedEx Standard Overnight	Zn 2, 1.0 lb	\$11.90	\$11.90	-	\$11.90
FedEx 2Day A.M. Envelope	Zn 2, Envelope	\$5.80	\$5.80	-	\$5.80
FedEx 2Day A.M. Pak	Zn 2, 1.0 lb	\$6.30	\$6.30	-	\$6.30
FedEx 2Day A.M.	Zn 2, 1.0 lb	\$6.30	\$6.30	-	\$6.30
FedEx 2Day Pak	Zn 2, 1.0 lb	\$5.45	\$5.45	\$5.45	\$5.45
FedEx 2Day	Zn 2, 1.0 lb	\$5.45	\$5.45	\$5.45	\$5.45
FedEx Express Saver Envelope	Zn 2, Envelope	\$4.80	-	-	-
FedEx Express Saver Pak	Zn 2, 1.0 lb	\$4.80	-	-	-
FedEx Express Saver	Zn 2, 1.0 lb	\$4.80	-	-	-
FedEx 1Day Freight	Per Service Guide	-	-	-	-
FedEx 2Day Freight	Per Service Guide	-	-	-	-
FedEx 3Day Freight	Per Service Guide	-	-	-	-

United States Fees and Surcharges Modifications ("Surcharge Modifications")

The following Surcharge Modifications apply to the individual FedEx accounts linked to the Customer Level ID as follows: 201757666 (Account Number(s))

Any Surcharge Modifications listed are based on the published fees and other charges that can be found at fedex.com.

If any Surcharge Modifications are listed in this section the specified Surcharge Modifications shall be applicable to the individual accounts linked to the Customer Level ID identified in this section, regardless of any Surcharge Modifications in separate Agreements, Attachments, Addenda, or Amendments.

All ancillary service fees, surcharges, special handling fees, average minimum weights for shipment weight rating or other charges, or dimensional weighting not identified in this Agreement, its Attachments, Addenda or Amendments will be assessed as per the published list amounts for such fees/charges in the FedEx Service Guide in effect on the date of shipment.

Term	Term Start	Term End	Base Rate
1	Effective Date	12 Month(s)	Service Guide in Effect on Date of Shipment
2	13 Month(s)	Does Not Expire	As Defined Below

Term 1

Name of Surcharge	Application	Applicable Zones	Modifications
Domestic Residential Delivery Non-Freight	FedEx 2Day Envelope	All Zones	- 100%
Delivery Area Surcharge Standard - Commercial	FedEx 2Day Envelope	All Zones	- 100%
DAS Remote Commercial	FedEx 2Day Envelope	All Zones	- 100%
Delivery Area Surcharge Extended - Commercial	FedEx 2Day Envelope	All Zones	- 100%
DAS Remote Residential	FedEx 2Day Envelope	All Zones	- 100%
Delivery Area Surcharge - Residential	FedEx 2Day Envelope	All Zones	- 100%
Delivery Area Surcharge Extended - Residential	FedEx 2Day Envelope	All Zones	- 100%
Fuel Surcharge	FedEx 2Day Envelope	All Zones	- 100%
Saturday Pickup	FedEx 2Day Envelope	All Zones	- 100%
Saturday Delivery	FedEx 2Day Envelope	All Zones	- 100%

Term 2

Effective from the start date of Term 2, all Surcharge Modifications in the table(s) above will be assessed as per the published list amounts for such fees/charges in the FedEx Service Guide in effect on the date of shipment.

United States Pricing Provisions:

Money Back Guarantee. Customer waives the right to request refunds under the FedEx Money-Back Guarantee as specified in the FedEx Service Guide.

Unexpected International Volume. Customer agrees that FedEx's operations may be impacted if Customer's average weekly weight of shipments tendered to FedEx from any origin and destination country pairing increases by more than fifteen (15%) from the average weekly weight for the preceding 12 week period (such increased volumes, being a "Volume Surge"). Beginning Twelve (12) weeks after the Effective Date, Customer agrees that in the event of a Volume Surge, FedEx may, in its sole discretion: i) upon notice to Customer, refuse some or all of Customer's future shipments and/or modify the service type for some or all of Customer's shipments moving forward, and/or ii) upon thirty (30) days' notice to Customer, modify the pricing and discounts provided to Customer for Services covered by this Agreement. This provision applies to international shipments only.