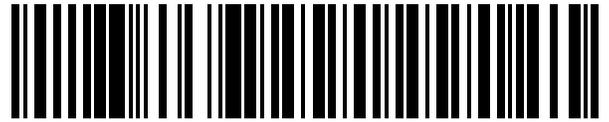


FedEx Transportation Services Agreement

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FedEx Transportation Services Agreement

Customer Name: Ohio ASSN Muni County Court Clerks

Effective Date: December 20, 2021 ("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").

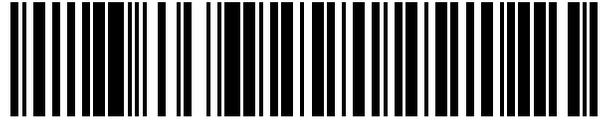
3. Service Guide. Each shipment made with FedEx is subject to the terms and conditions of the FedEx Service Guide in effect at the time of shipment, which terms are incorporated into this Agreement by reference. "FedEx Service Guide" means, collectively, the shipment country of origin FedEx Service Guide, 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.

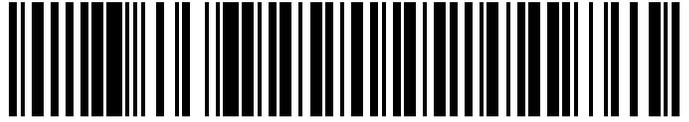
12. Electronic Storage. Either party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper form of this Agreement may be destroyed. Customer and FedEx each agree that following the electronic storage of this Agreement, any hard copy printout of that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





IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the last date provided below:

Any alterations to this document, including but not limited to handwritten changes, by either party are null and void.

Ohio ASSN Muni County Court Clerks ("Customer")

On behalf of, each as applicable,
and their affiliates and subsidiaries,
Federal Express Corporation,
FedEx Ground Package System, Inc., and
FedEx Freight, Inc. (collectively "FedEx")
by their agent FedEx Corporate Services, Inc.

By : Deborah Comery

By : Matthew Murray

Print Name : Deborah Comery

Print Name : Matthew Murray

Title : Clerk of Court

Title : Sales Executive-Market Development

Date : 06-Jan-22

Date : January 06,2022

Employee No. : 5254100





Express Pricing Attachment

Customer Name / Location(s)

Ohio ASSN Muni County Court Clerks , , US

Country ID

488428851

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.

Valid Account. A valid account number must be established for incentives to apply.

Zone Definitions. To determine your zone, please refer to the FedEx Service Guide, or access our website at fedex.com.

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.

Shipment Types. Shipment types are defined as follows:

Domestic shipments Shipments with the same origin and destination country.

Export shipments Outbound shipments paid by the origin country, to a non-origin destination.

Import shipments Inbound shipments paid by the destination country, from any non-destination origin.

Geography Exception: A discount off the applicable base rate(s) for a particular geographic origin/destination pair that is an exception to the standard 'Zones' that would otherwise be applicable.

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: 488428851 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to Domestic Express.

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.

Any Domestic Express service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

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	Does Not Expire	Service Guide in Effect on Date of Shipment

Term 1

FedEx Priority Overnight Envelope

Zones =>	All Zones
Envelope	52%

FedEx Priority Overnight Pak

Zones =>	All Zones
All Applicable Weights	52%

FedEx Priority Overnight

Zones =>	All Zones
All Applicable Weights	52%

FedEx Standard Overnight Envelope

Zones =>	All Zones
Envelope	52%

FedEx Standard Overnight Pak

Zones =>	All Zones
All Applicable Weights	52%

FedEx Standard Overnight

Zones =>	All Zones
All Applicable Weights	52%

FedEx 2Day A.M. Envelope

Zones =>	All Zones
Envelope	46%

FedEx 2Day A.M. Pak

Zones =>	All Zones
All Applicable Weights	46%

FedEx 2Day A.M.

Zones =>	All Zones
All Applicable Weights	46%

FedEx 2Day Envelope

Zones =>	All Zones
Envelope	52%

FedEx 2Day Pak

Zones =>	All Zones
All Applicable Weights	56%

FedEx 2Day

Zones =>	All Zones
All Applicable Weights	56%

FedEx Express Saver Envelope

Zones =>	All Zones
Envelope	60%

FedEx Express Saver Pak

Zones =>	All Zones
All Applicable Weights	60%

FedEx Express Saver

Zones =>	All Zones
All Applicable Weights	60%

FedEx 1Day Freight

FedEx 2Day Freight

FedEx 3Day Freight

Zones =>	All Zones
All Applicable Weights	0%

Earned Discount :

The following incentives are in addition to any pricing mentioned above if any. Please refer to the Earned Discount Program Details attachment below for the Annualized Transportation Charges calculation information.

Program Number: 1

Annualized Transportation Charges are expressed in USD (\$).

Service(s)	Annualized Transportation Charges	Earned Discount
FedEx Priority Overnight Envelope		
FedEx Priority Overnight Pak		
FedEx Priority Overnight		
FedEx Standard Overnight Envelope		
FedEx Standard Overnight Pak		
FedEx Standard Overnight	\$0.00 - \$99,999.99	0%
FedEx 2Day A.M. Envelope	\$100,000.00 - \$199,999.99	1%
FedEx 2Day A.M. Pak	\$200,000.00 - \$299,999.99	2%
FedEx 2Day A.M.	\$300,000.00 - \$1,399,999.99	3%
FedEx 2Day Envelope	\$1,400,000.00 +	4%
FedEx 2Day Pak		
FedEx 2Day		
FedEx Express Saver Envelope		
FedEx Express Saver Pak		
FedEx Express Saver		

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 FedEx International Export:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488428851 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Export.

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 FedEx International Export 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 FedEx International Export supersedes all prior FedEx International Export pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International Export service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

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	Does Not Expire	Service Guide in Effect on Date of Shipment

Term 1

**FedEx International Priority Envelope Export
FedEx International Priority Pak Export**

Zones =>	All Zones
All Applicable Weights	74%

FedEx International Priority Export

Zones =>	All Zones
1.0 - 154.0 lb(s)	74%
155.0 + lb(s)	65%

FedEx International Economy Export

Zones =>	All Zones
1.0 - 154.0 lb(s)	74%
155.0 + lb(s)	65%

**FedEx International Priority Freight (ATA) Export
FedEx International Priority Freight (ATD) Export
FedEx International Priority Freight (DTA) Export
FedEx International Priority Freight (DTD) Export**

Zones =>	All Zones
All Applicable Weights	68%

**FedEx International Economy Freight (ATA) Export
FedEx International Economy Freight (ATD) Export
FedEx International Economy Freight (DTA) Export
FedEx International Economy Freight (DTD) Export**

Zones =>	All Zones
All Applicable Weights	68%

United States FedEx International US to PR:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488428851 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International US to PR.

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 FedEx International US to PR 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 FedEx International US to PR supersedes all prior FedEx International US to PR pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International US to PR service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

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	Does Not Expire	Service Guide in Effect on Date of Shipment

Term 1

FedEx International Priority Envelope US to PR

Zones =>	All Zones
Envelope	0%

FedEx International Priority Pak US to PR

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Priority US to PR

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Economy US to PR

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Priority Freight US to PR

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Economy Freight US to PR

Zones =>	All Zones
All Applicable Weights	0%

Earned Discount :

The following incentives are in addition to any pricing mentioned above if any. Please refer to the Earned Discount Program Details attachment below for the Annualized Transportation Charges calculation information.

Program Number: 1

Annualized Transportation Charges are expressed in USD (\$).

Service(s)	Annualized Transportation Charges	Earned Discount
	\$1,500.00 - \$4,499.99	13%
FedEx International Priority Pak US to PR	\$4,500.00 - \$7,499.99	15%
FedEx International Priority US to PR	\$7,500.00 - \$16,999.99	16%
FedEx International Economy US to PR	\$17,000.00 - \$26,499.99	17%
	\$26,500.00 +	19%
Service(s)	Annualized Transportation Charges	Earned Discount
	\$1,500.00 - \$4,499.99	14%
	\$4,500.00 - \$7,499.99	16%
FedEx International Priority Envelope US to PR	\$7,500.00 - \$16,999.99	17%
	\$17,000.00 - \$26,499.99	18%
	\$26,500.00 +	20%
Service(s)	Annualized Transportation Charges	Earned Discount
	\$1,500.00 - \$4,499.99	11%
FedEx International Priority Freight US to PR	\$4,500.00 - \$7,499.99	12%
FedEx International Economy Freight US to PR	\$7,500.00 - \$16,999.99	13%
	\$17,000.00 - \$26,499.99	14%
	\$26,500.00 +	15%

Bonus Discount:

Automation Discount. In consideration of Customer using an approved automation device, Customer will receive the automation bonus discount identified below for the time period(s) and Service(s) specified.

Upon the request of Customer, FedEx will provide a list of automation bonus discount eligible devices. Automation bonus discount eligible devices are subject to change by FedEx. Where Customer uses an automation bonus discount eligible device, Customer's automation bonus discount is in addition to any other discounts.

From the Effective Date of this Agreement, a per shipment discount will apply to the applicable base rate (excluding fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges) on all shipments, according to the following table(s).

Service(s)	Discount(s)
FedEx International Priority Envelope US to PR	5 %
FedEx International Priority Pak US to PR	5 %
FedEx International Priority US to PR	5 %
FedEx International Economy US to PR	5 %

United States FedEx International Import:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488428851 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Import.

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).

Discounts are based on the published destination-based International Import 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.

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

Any FedEx International Import service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

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	Does Not Expire	Service Guide in Effect on Date of Shipment

Term 1

FedEx International Priority Envelope Import

FedEx International Priority Pak Import

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Priority Import

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Economy Import

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Priority Freight (ATA) Import

FedEx International Priority Freight (ATD) Import

FedEx International Priority Freight (DTA) Import

FedEx International Priority Freight (DTD) Import

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Economy Freight (ATA) Import

FedEx International Economy Freight (ATD) Import

FedEx International Economy Freight (DTA) Import

FedEx International Economy Freight (DTD) Import

Zones =>	All Zones
All Applicable Weights	0%

Earned Discount :

The following incentives are in addition to any pricing mentioned above if any. Please refer to the Earned Discount Program Details attachment below for the Annualized Transportation Charges calculation information.

Program Number: 1

Annualized Transportation Charges are expressed in USD (\$).

Service(s)	Annualized Transportation Charges	Earned Discount
FedEx International Priority Envelope Import	\$1,500.00 - \$4,499.99	14%
FedEx International Priority Pak Import	\$4,500.00 - \$7,499.99	15%
FedEx International Priority Import	\$7,500.00 - \$16,999.99	16%
FedEx International Economy Import	\$17,000.00 - \$26,499.99	17%
	\$26,500.00 +	18%
Service(s)	Annualized Transportation Charges	Earned Discount
FedEx International Economy Freight (ATA) Import	\$1,500.00 - \$4,499.99	8%
FedEx International Economy Freight (ATD) Import	\$4,500.00 - \$7,499.99	9%
FedEx International Economy Freight (DTA) Import	\$7,500.00 - \$16,999.99	10%
FedEx International Priority Freight (ATA) Import	\$17,000.00 - \$26,499.99	11%
FedEx International Priority Freight (ATD) Import	\$26,500.00 +	12%
FedEx International Priority Freight (DTA) Import		
FedEx International Priority Freight (DTD) Import		

United States FedEx International PR to US:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488428851 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International PR to US.

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 FedEx International PR to US base rates that can be found at <http://www.fedex.com/pr/rates/rateinfo.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 FedEx International PR to US supersedes all prior FedEx International PR to US pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International PR to US service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

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	Does Not Expire	Service Guide in Effect on Date of Shipment

Term 1

FedEx International Priority Envelope PR to US

Zones =>	All Zones
Envelope	0%

FedEx International Priority Pak PR to US

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Priority PR to US

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Economy PR to US

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Priority Freight PR to US

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Economy Freight PR to US

Zones =>	All Zones
All Applicable Weights	0%

Earned Discount :

The following incentives are in addition to any pricing mentioned above if any. Please refer to the Earned Discount Program Details attachment below for the Annualized Transportation Charges calculation information.

Program Number: 1

Annualized Transportation Charges are expressed in USD (\$).

Service(s)	Annualized Transportation Charges	Earned Discount
FedEx International Priority Envelope PR to US	\$1,500.00 - \$4,499.99	14%
FedEx International Priority Pak PR to US	\$4,500.00 - \$7,499.99	15%
FedEx International Priority PR to US	\$7,500.00 - \$16,999.99	16%
FedEx International Economy PR to US	\$17,000.00 - \$26,499.99	17%
	\$26,500.00 +	18%
Service(s)	Annualized Transportation Charges	Earned Discount
	\$1,500.00 - \$4,499.99	8%
FedEx International Priority Freight PR to US	\$4,500.00 - \$7,499.99	9%
	\$7,500.00 - \$16,999.99	10%
FedEx International Economy Freight PR to US	\$17,000.00 - \$26,499.99	11%
	\$26,500.00 +	12%

United States FedEx International Third Party:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488428851 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Third Party.

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).

Discounts are based on the published Global Third Party base rates that can be found at <http://www.fedex.com/us/global-third-party/index.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for FedEx International Third Party supersedes all prior FedEx International Third Party pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International Third Party service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

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	Does Not Expire	Service Guide in Effect on Date of Shipment

Term 1

**FedEx International Priority Envelope Third Party
FedEx International Priority Pak Third Party**

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Priority Third Party

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Economy Third Party

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Priority Freight (ATA) Third Party
FedEx International Priority Freight (ATD) Third Party
FedEx International Priority Freight (DTA) Third Party
FedEx International Priority Freight (DTD) Third Party

Zones =>	All Zones
All Applicable Weights	0%

FedEx International Economy Freight (ATA) Third Party
FedEx International Economy Freight (ATD) Third Party
FedEx International Economy Freight (DTA) Third Party
FedEx International Economy Freight (DTD) Third Party

Zones =>	All Zones
All Applicable Weights	0%

Earned Discount :

The following incentives are in addition to any pricing mentioned above if any. Please refer to the Earned Discount Program Details attachment below for the Annualized Transportation Charges calculation information.

Program Number: 1

Annualized Transportation Charges are expressed in USD (\$).

Service(s)	Annualized Transportation Charges	Earned Discount
	\$0.00 - \$1,499.99	0%
FedEx International Priority Envelope Third Party	\$1,500.00 - \$4,499.99	14%
FedEx International Priority Pak Third Party	\$4,500.00 - \$7,499.99	15%
FedEx International Priority Third Party	\$7,500.00 - \$16,999.99	16%
FedEx International Economy Third Party	\$17,000.00 - \$26,499.99	17%
	\$26,500.00 +	18%
Service(s)	Annualized Transportation Charges	Earned Discount
FedEx International Economy Freight (ATA) Third Party	\$0.00 - \$1,499.99	0%
FedEx International Economy Freight (ATD) Third Party	\$1,500.00 - \$4,499.99	8%
FedEx International Economy Freight (DTA) Third Party	\$4,500.00 - \$7,499.99	9%
FedEx International Economy Freight (DTD) Third Party	\$7,500.00 - \$16,999.99	10%
FedEx International Priority Freight (ATA) Third Party	\$17,000.00 - \$26,499.99	11%
FedEx International Priority Freight (DTA) Third Party	\$26,500.00 +	12%
FedEx International Priority Freight (DTD) Third Party		

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, 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 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	Zone 2, Envelope	\$10.50	\$10.50	\$10.50	\$10.50
FedEx Priority Overnight Pak	Zone 2, 1.0 lb	\$13.75	\$13.75	\$13.75	\$13.75

Service(s)	Minimum Charge	Reduction			
		2-8	9	10-12	13-16
FedEx Priority Overnight	Zone 2, 1.0 lb	\$13.75	\$13.75	\$13.75	\$13.75
FedEx Standard Overnight Envelope	Zone 2, Envelope	\$10.25	\$10.25	-	\$10.25
FedEx Standard Overnight Pak	Zone 2, 1.0 lb	\$11.90	\$11.90	-	\$11.90
FedEx Standard Overnight	Zone 2, 1.0 lb	\$11.90	\$11.90	-	\$11.90
FedEx 2Day A.M. Envelope	Zone 2, Envelope	\$5.80	\$5.80	-	\$5.80
FedEx 2Day A.M. Pak	Zone 2, 1.0 lb	\$6.30	\$6.30	-	\$6.30
FedEx 2Day A.M.	Zone 2, 1.0 lb	\$6.30	\$6.30	-	\$6.30
FedEx 2Day Envelope	Zone 2, Envelope	\$5.50	\$5.50	\$5.50	\$5.50
FedEx 2Day Pak	Zone 2, 1.0 lb	\$5.45	\$5.45	\$5.45	\$5.45
FedEx 2Day	Zone 2, 1.0 lb	\$5.45	\$5.45	\$5.45	\$5.45
FedEx Express Saver Envelope	Zone 2, Envelope	\$9.75	-	-	-
FedEx Express Saver Pak	Zone 2, 1.0 lb	\$9.75	-	-	-
FedEx Express Saver	Zone 2, 1.0 lb	\$9.75	-	-	-
FedEx 1Day Freight	Per Service Guide	-	-	-	-
FedEx 2Day Freight	Per Service Guide	-	-	-	-
FedEx 3Day Freight	Per Service Guide	-	-	-	-

United States FedEx International Export:

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

Service(s)	Reduction							
	A	B	C	D	E	F	G	H
FedEx International Priority Envelope Export	\$23.16	\$24.00	\$23.55	\$25.62	\$60.05	\$26.47	\$26.60	\$29.38
FedEx International Priority Pak Export	\$23.17	\$23.56	\$26.16	\$31.80	\$70.18	\$33.29	\$33.23	\$38.82
FedEx International Priority Export	\$26.71	\$25.86	\$27.68	\$34.71	\$78.34	\$36.90	\$36.37	\$44.83
FedEx International Economy Export	\$21.60	\$24.14	\$23.28	\$25.68	\$62.88	\$24.63	\$24.69	\$35.93
FedEx International Priority Freight (ATA) Export	-	-	-	-	-	-	-	-
FedEx International Priority Freight (ATD) Export	-	-	-	-	-	-	-	-
FedEx International Priority Freight (DTA) Export	-	-	-	-	-	-	-	-
FedEx International Priority Freight (DTD) Export	-	-	-	-	-	-	-	-
FedEx International Economy Freight (ATA) Export	-	-	-	-	-	-	-	-
FedEx International Economy Freight (ATD) Export	-	-	-	-	-	-	-	-
FedEx International Economy Freight (DTA) Export	-	-	-	-	-	-	-	-
FedEx International Economy Freight (DTD) Export	-	-	-	-	-	-	-	-

Service(s)	Reduction						
	I	J	K	L	M	N	O
FedEx International Priority Envelope Export	\$27.77	\$30.24	\$30.50	\$41.69	\$57.97	\$31.21	\$46.50
FedEx International Priority Pak Export	\$34.85	\$33.12	\$34.16	\$36.75	\$68.88	\$34.55	\$40.72
FedEx International Priority Export	\$40.67	\$45.53	\$46.59	\$49.37	\$76.39	\$45.80	\$53.81
FedEx International Economy Export	\$27.72	\$28.66	\$29.99	\$30.75	\$64.17	\$28.77	\$34.59
FedEx International Priority Freight (ATA) Export	-	-	-	-	-	-	-
FedEx International Priority Freight (ATD) Export	-	-	-	-	-	-	-
FedEx International Priority Freight (DTA) Export	-	-	-	-	-	-	-
FedEx International Priority Freight (DTD) Export	-	-	-	-	-	-	-
FedEx International Economy Freight (ATA) Export	-	-	-	-	-	-	-
FedEx International Economy Freight (ATD) Export	-	-	-	-	-	-	-
FedEx International Economy Freight (DTA) Export	-	-	-	-	-	-	-
FedEx International Economy Freight (DTD) Export	-	-	-	-	-	-	-

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 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.

Domestic Express Pricing Provisions:

Bonus Weight Envelope. Customer is entitled to Bonus Weight Envelope for eligible Domestic services, please see the Bonus Weight Envelope Program details in the Express Appendix for additional information.

FedEx International Export Pricing Provisions:

Bonus Weight Envelope. Customer is entitled to Bonus Weight Envelope for eligible International services, please see the Bonus Weight Envelope Program details in the Express Appendix for additional information.

EXPRESS PRICING ATTACHMENT APPENDIX

FedEx Express Services - Minimum Charge Table(s)

Express services are subject to the following minimum charges unless otherwise stated. Minimum charges are subject to change with any increase in applicable base rates during the time period of the Agreement.

United States

United States FedEx International Export

Effective Date: January 3, 2022

Minimums are expressed in USD(\$).

Service(s)	A	B	C	D	E	F	G	H
FedEx International Priority Envelope Export	\$41.35	\$42.70	\$42.70	\$49.40	\$110.25	\$49.40	\$49.40	\$55.10
FedEx International Priority Pak Export	\$50.35	\$51.65	\$51.65	\$63.30	\$126.85	\$63.30	\$63.30	\$74.40
FedEx International Priority Export	\$57.90	\$59.10	\$59.10	\$73.10	\$143.45	\$73.10	\$73.10	\$90.90
FedEx International Economy Export	\$50.00	\$54.50	\$51.15	\$58.65	\$107.70	\$56.45	\$56.45	\$74.00
FedEx International Priority Freight (ATA) Export	\$436.25	\$458.00	\$495.40	\$837.15	\$1,801.40	\$806.30	\$856.20	\$943.85
FedEx International Priority Freight (ATD) Export	\$436.25	\$458.00	\$495.40	\$837.15	\$1,801.40	\$806.30	\$856.20	\$943.85
FedEx International Priority Freight (DTA) Export	\$436.25	\$458.00	\$495.40	\$837.15	\$1,801.40	\$806.30	\$856.20	\$943.85
FedEx International Priority Freight (DTD) Export	\$488.35	\$508.95	\$546.35	\$888.15	\$1,852.35	\$876.05	\$907.15	\$994.80
FedEx International Economy Freight (ATA) Export	\$418.65	\$418.65	\$449.55	\$688.70	\$1,445.10	\$806.30	\$789.40	\$785.35
FedEx International Economy Freight (ATD) Export	\$418.65	\$418.65	\$449.55	\$688.70	\$1,445.10	\$806.30	\$789.40	\$785.35
FedEx International Economy Freight (DTA) Export	\$418.65	\$418.65	\$449.55	\$688.70	\$1,445.10	\$806.30	\$789.40	\$785.35
FedEx International Economy Freight (DTD) Export	\$488.35	\$488.35	\$519.30	\$758.45	\$1,514.90	\$876.05	\$859.10	\$855.10

Service(s)	I	J	K	L	M	N	O
FedEx International Priority Envelope Export	\$49.40	\$57.90	\$57.90	\$77.15	\$110.25	\$57.90	\$77.15
FedEx International Priority Pak Export	\$63.30	\$68.85	\$68.85	\$77.15	\$126.85	\$68.85	\$77.15
FedEx International Priority Export	\$77.15	\$88.25	\$88.25	\$99.40	\$143.45	\$88.25	\$99.40
FedEx International Economy Export	\$57.20	\$65.85	\$65.85	\$74.30	\$107.70	\$66.25	\$74.15
FedEx International Priority Freight (ATA) Export	\$772.60	\$1,862.90	\$1,185.05	\$1,463.00	\$2,018.80	\$1,060.05	\$1,141.15

Service(s)	I	J	K	L	M	N	O
FedEx International Priority Freight (ATD) Export	\$772.60	\$1,862.90	\$1,185.05	\$1,463.00	\$2,018.80	\$1,060.05	\$1,141.15
FedEx International Priority Freight (DTA) Export	\$772.60	\$1,862.90	\$1,185.05	\$1,463.00	\$2,018.80	\$1,060.05	\$1,141.15
FedEx International Priority Freight (DTD) Export	\$823.60	\$1,936.50	\$1,236.05	\$1,513.95	\$2,069.80	\$1,111.00	\$1,210.90
FedEx International Economy Freight (ATA) Export	\$707.65	\$1,819.55	\$1,017.60	\$1,318.55	\$1,566.70	\$803.30	\$1,141.15
FedEx International Economy Freight (ATD) Export	\$707.65	\$1,819.55	\$1,017.60	\$1,318.55	\$1,566.70	\$803.30	\$1,141.15
FedEx International Economy Freight (DTA) Export	\$707.65	\$1,819.55	\$1,017.60	\$1,318.55	\$1,566.70	\$803.30	\$1,141.15
FedEx International Economy Freight (DTD) Export	\$777.40	\$1,932.80	\$1,087.30	\$1,388.35	\$1,636.50	\$873.10	\$1,210.90

United States FedEx International Import

Effective Date: January 3, 2022

Minimums are expressed in USD(\$).

Service(s)	A	C	D	E	F	G	H	I
FedEx International Priority Envelope Import	\$22.94	\$23.44	\$40.46	\$37.96	\$34.38	\$38.58	\$43.16	\$34.44
FedEx International Priority Pak Import	\$33.20	\$25.40	\$47.96	\$49.26	\$45.18	\$51.22	\$55.52	\$38.80
FedEx International Priority Import	\$38.42	\$29.16	\$68.66	\$68.37	\$57.38	\$70.40	\$73.41	\$48.12
FedEx International Economy Import	\$33.98	\$25.37	\$60.11	\$57.21	\$56.26	\$69.02	\$68.89	\$39.52
FedEx International Priority Freight (ATA) Import	\$352.22	\$416.16	\$764.06	\$1,478.59	\$930.76	\$843.18	\$938.01	\$811.78
FedEx International Priority Freight (ATD) Import	\$352.22	\$416.16	\$764.06	\$1,478.59	\$930.76	\$843.18	\$938.01	\$811.78
FedEx International Priority Freight (DTA) Import	\$352.22	\$416.16	\$764.06	\$1,478.59	\$930.76	\$843.18	\$938.01	\$811.78
FedEx International Priority Freight (DTD) Import	\$384.56	\$428.24	\$776.14	\$1,490.67	\$942.84	\$855.26	\$953.11	\$826.88
FedEx International Economy Freight (ATA) Import	\$323.07	\$342.47	\$607.62	\$1,162.70	\$801.51	\$725.40	\$812.38	\$626.95
FedEx International Economy Freight (ATD) Import	\$323.07	\$342.47	\$607.62	\$1,162.70	\$801.51	\$725.40	\$812.38	\$626.95
FedEx International Economy Freight (DTA) Import	\$323.07	\$342.47	\$607.62	\$1,162.70	\$801.51	\$725.40	\$812.38	\$626.95
FedEx International Economy Freight (DTD) Import	\$336.43	\$360.59	\$625.74	\$1,180.82	\$819.63	\$743.52	\$830.50	\$645.07

Service(s)	J	K	L	M	N	O	P
FedEx International Priority Envelope Import	\$33.10	\$47.62	\$33.18	\$42.30	\$30.62	\$40.38	\$32.16

Service(s)	J	K	L	M	N	O	P
FedEx International Priority Pak Import	\$41.58	\$53.32	\$38.60	\$50.06	\$36.54	\$43.86	\$36.36
FedEx International Priority Import	\$58.59	\$84.30	\$56.11	\$78.74	\$53.14	\$64.54	\$53.46
FedEx International Economy Import	\$57.44	\$57.98	\$46.75	\$76.45	\$52.10	\$46.84	\$52.42
FedEx International Priority Freight (ATA) Import	\$1,119.21	\$1,747.98	\$947.68	\$1,657.38	\$1,117.40	\$1,028.61	\$1,049.15
FedEx International Priority Freight (ATD) Import	\$1,119.21	\$1,747.98	\$947.68	\$1,657.38	\$1,117.40	\$1,028.61	\$1,049.15
FedEx International Priority Freight (DTA) Import	\$1,119.21	\$1,747.98	\$947.68	\$1,657.38	\$1,117.40	\$1,028.61	\$1,049.15
FedEx International Priority Freight (DTD) Import	\$1,134.31	\$1,763.08	\$962.78	\$1,672.48	\$1,132.50	\$1,043.71	\$1,064.25
FedEx International Economy Freight (ATA) Import	\$968.21	\$1,221.29	\$803.92	\$1,605.43	\$966.40	\$744.13	\$907.21
FedEx International Economy Freight (ATD) Import	\$968.21	\$1,221.29	\$803.92	\$1,605.43	\$966.40	\$744.13	\$907.21
FedEx International Economy Freight (DTA) Import	\$968.21	\$1,221.29	\$803.92	\$1,605.43	\$966.40	\$744.13	\$907.21
FedEx International Economy Freight (DTD) Import	\$986.33	\$1,239.41	\$822.04	\$1,623.55	\$984.52	\$762.25	\$925.33

United States FedEx International Third Party

Effective Date: January 3, 2022

Minimums are expressed in USD(\$).

Service(s)	A	B	C	D	E	F	G	H
FedEx International Priority Envelope Third Party	\$17.06	\$25.54	\$26.24	\$26.08	\$32.66	\$32.34	\$28.44	\$30.14
FedEx International Priority Pak Third Party	\$23.62	\$35.37	\$36.33	\$36.12	\$45.21	\$44.78	\$39.38	\$41.74
FedEx International Priority Third Party	\$26.24	\$39.30	\$40.37	\$40.13	\$50.23	\$49.75	\$43.76	\$46.38
FedEx International Economy Third Party	\$24.93	\$38.53	\$38.35	\$38.12	\$47.72	\$48.78	\$41.57	\$44.06
FedEx International Priority Freight (ATA) Third Party	\$403.47	\$553.26	\$456.02	\$253.08	\$485.62	\$985.12	\$590.11	\$602.19
FedEx International Priority Freight (ATD) Third Party	\$403.47	\$553.26	\$456.02	\$253.08	\$485.62	\$985.12	\$590.11	\$602.19
FedEx International Priority Freight (DTA) Third Party	\$403.47	\$553.26	\$456.02	\$253.08	\$485.62	\$985.12	\$590.11	\$602.19
FedEx International Priority Freight (DTD) Third Party	\$411.93	\$564.74	\$465.08	\$258.51	\$495.28	\$1,005.06	\$602.19	\$614.27
FedEx International Economy Freight (ATA) Third Party	\$323.14	\$481.39	\$364.82	\$202.34	\$388.37	\$856.47	\$472.33	\$481.99
FedEx International Economy Freight (ATD) Third Party	\$323.14	\$481.39	\$364.82	\$202.34	\$388.37	\$856.47	\$472.33	\$481.99

Service(s)	A	B	C	D	E	F	G	H
FedEx International Economy Freight (DTA) Third Party	\$323.14	\$481.39	\$364.82	\$202.34	\$388.37	\$856.47	\$472.33	\$481.99
FedEx International Economy Freight (DTD) Third Party	\$329.78	\$491.05	\$372.06	\$206.57	\$396.22	\$873.99	\$481.99	\$491.66

Service(s)	I	J	K	L	M	N	O	P
FedEx International Priority Envelope Third Party	\$38.06	\$35.22	\$42.08	\$45.38	\$42.46	\$51.82	\$55.76	\$68.80
FedEx International Priority Pak Third Party	\$52.71	\$48.76	\$58.26	\$62.82	\$58.80	\$71.76	\$77.20	\$95.26
FedEx International Priority Third Party	\$58.57	\$54.18	\$64.73	\$69.80	\$65.34	\$79.74	\$85.78	\$105.85
FedEx International Economy Third Party	\$55.64	\$51.48	\$63.46	\$66.31	\$62.07	\$75.75	\$81.49	\$100.56
FedEx International Priority Freight (ATA) Third Party	\$843.79	\$791.84	\$1,078.14	\$1,052.77	\$783.39	\$889.69	\$1,171.76	\$1,439.33
FedEx International Priority Freight (ATD) Third Party	\$843.79	\$791.84	\$1,078.14	\$1,052.77	\$783.39	\$889.69	\$1,171.76	\$1,439.33
FedEx International Priority Freight (DTA) Third Party	\$843.79	\$791.84	\$1,078.14	\$1,052.77	\$783.39	\$889.69	\$1,171.76	\$1,439.33
FedEx International Priority Freight (DTD) Third Party	\$860.70	\$808.15	\$1,099.88	\$1,074.52	\$799.09	\$907.81	\$1,195.92	\$1,468.93
FedEx International Economy Freight (ATA) Third Party	\$674.67	\$633.60	\$936.80	\$842.58	\$626.35	\$711.51	\$937.41	\$1,151.83
FedEx International Economy Freight (ATD) Third Party	\$674.67	\$633.60	\$936.80	\$842.58	\$626.35	\$711.51	\$937.41	\$1,151.83
FedEx International Economy Freight (DTA) Third Party	\$674.67	\$633.60	\$936.80	\$842.58	\$626.35	\$711.51	\$937.41	\$1,151.83
FedEx International Economy Freight (DTD) Third Party	\$688.56	\$646.28	\$956.13	\$859.49	\$639.03	\$726.01	\$956.74	\$1,175.38

Bonus Weight Envelope Program

FedEx is extending the Bonus Weight Envelope Pricing Program ("Program") to Customer's approved accounts to permit Customer to tender FedEx Envelopes exceeding their weight restriction at their current FedEx envelope transportation rates. Services available include FedEx Domestic First Overnight, FedEx Domestic Priority Overnight, FedEx Domestic Standard Overnight, and FedEx International Export Priority and FedEx International Export First Services, where applicable.

The terms of this Addendum supersede the weight restriction as set forth in the FedEx Service Guide and on the FedEx Envelope. All other restrictions follow the current Service Guide for each of the above services. The Bonus Weight Envelope Pricing Program applies only to the account number identified above. Except as provided in this Program, all terms and provisions of the Pricing Program Agreement for FedEx Express transportation services, including the documents incorporated therein by reference and the Warsaw Convention, if applicable, remain unchanged.

Customer agrees that to qualify and remain eligible for this Program, Customer will tender packages to FedEx using an automation system approved by FedEx to support the Program.

Customer agrees that FedEx shall not be liable for damages of any kind resulting from Customer's overpacking or modification of the FedEx Envelope. FedEx reserves the right to repackage a FedEx Envelope, if in its sole discretion, FedEx determines that Customer has overpacked the envelope and that the structural integrity of the packaging has, or may be, compromised. When FedEx repackages

Agreement Number: 1115768613-102

Version Number: 01

an overpacked envelope into other packaging, this Program will not apply and FedEx will charge a higher rate based on the weight of the repackaged shipment.

FedEx may modify or terminate this Program at any time upon giving Customer written notice.

Customer may not assign its rights or delegate its duties under this Program without FedEx's prior written consent.



Earned Discount Program Details

The following are the details of the Earned Discount Program.

Customer will receive the earned discount at the percentages specified in each pricing attachment based upon Customer's actual shipping activity as measured by the Annualized Transportation Charges. Earned discounts apply to the base rate specified for each applicable service in effect on the date of shipment. Earned discounts do not apply to ancillary service fees, surcharges, special handling fees or other charges and are applicable for the time period(s) specified in the applicable pricing attachments.

Eligible Shipments:

In order for a shipment to count toward Customer's earned discount threshold or to receive an applicable earned discount, shipments must be billed to a FedEx account number that is eligible for earned discounts. Customer shall not be entitled to invoice adjustments for earned discounts for use of ineligible account numbers.

PROGRAM NUMBER 1

Customer already participates in an Earned Discount calculation. The ongoing calculation will not be impacted by this Agreement / Amendment. Discount changes, if any, will take effect on the effective date of this Agreement / Amendment.