

IMPORTANT: the following End User License Agreement (“EULA”) is a legal agreement between Licensee and Expeditors International of Washington, Inc. Read this EULA carefully before using the Exp.o booking system (“System”). By clicking on the “Accept” or accessing electronically or otherwise using the System, Licensee is agreeing to become bound by the terms of the EULA. If Licensee does not agree to all of the terms of the EULA, the button marked “Decline” must be selected and Licensee must not access electronically or otherwise use the System.

END USER LICENSE AGREEMENT TERMS AND CONDITIONS OF USE OF Exp.o Booking System

This EULA is made between Expeditors International of Washington, Inc., (“Expeditors”) and the end user (“Licensee”) being the person, persons, body corporate or other undertakings using the System. If Licensee is a corporation, limited liability company, partnership, or some other entity, each individual person within that entity that uses the System must separately read and agree to the obligations contained herein by clicking the "Accept" button. The license granted under this EULA is effective from the date you click "Accept" and shall remain in force until terminated by either party (see TERMINATION below).

LIMITED LICENSE

Expeditors hereby grants Licensee a nonexclusive, nontransferable license to use a web-based booking system, commonly known as Exp.o Booking system (the "System") which shall include upgrades or updates which Expeditors may release from time to time. Expeditors may be providing Licensee logistics services that have been separately agreed upon by the parties (“Services”), which the System is being provided to support. Nothing in this End User License Agreement (“EULA”) shall be deemed to convey to Licensee any rights, title or ownership interest in the System. Licensee may not sell, assign, rent out, or otherwise transfer this EULA or the System. Licensee shall have no rights therein other than the right to use the System under this license.

Licensee shall not, without the prior written consent of Expeditors create, re-create, copy, or duplicate or attempt to create, re-create, copy, or duplicate programs or other aspects of the System, including generated reports, except for Licensee's own use in accordance with the license granted hereunder. Without the prior written consent of Expeditors, Licensee shall not attempt to or actually amend, alter or change the System. Any copies Licensee is permitted to make pursuant to this EULA, which may include screen shots, must contain the same copyright and other proprietary notices that appear on or in the System. Licensee shall not disassemble, decompile, reverse engineer, or otherwise attempt to discover the source code of the System.

Licensee shall use the System in compliance with all applicable legislation of the country where the Services that the System is being utilized to support are primarily provided, including but not limited to any export or re-export laws or regulations governing the export of goods or technology, as well as all applicable legislation of any country that relates to, or that in any way affects this Agreement and Licensee's performance under this Agreement. If Licensee is not permitted to access this System due to any law or regulation, Licensee may not accept this EULA. If any terms or conditions of this EULA are found to be counter to applicable law of the country and shall be unenforceable under such law, those particular terms or conditions shall be replaced by Expeditors to make the terms or conditions compliant with the applicable law of the country and Licensee shall be bound by the replaced terms.

Licensee is responsible for maintaining the confidentiality of Licensee's password(s). Licensee agrees to immediately notify Expeditors of any unauthorized use of Licensee's account of which Licensee becomes aware. Licensee is responsible for all uses of the System through it's account.

CONFIDENTIALITY

Licensee acknowledges that certain information relating to Expeditors' business operations, including, without limitation, the System, object and source codes, certain financial information, or other information, which is highly proprietary and confidential to Expeditors (hereafter “Confidential Information”) may be shared by Expeditors in both verbal and written or other tangible form during the execution of the parties' respective obligations under this EULA. Licensee agrees that all Confidential Information will be used by Licensee only in connection with its performance of its respective obligations under this EULA and not disclosed or shown to any third party by Licensee or used in any unauthorized way by Licensee in any business or commercial venture, directly or indirectly, including, without limitation, bench studies, market surveys, compilation or publication of data in any aggregated

format or copying, modifying and distributing any Confidential Information to any third party, except as may be authorized by Expeditors or required to be disclosed by local customs governmental organization, law or court order. The Confidential Information shall not be used by Licensee in any manner to compete with or assist in competing with Expeditors. Licensee shall not be liable for use or disclosure of Confidential Information furnished to it if: (a) such information that has been made available and accessible to the public other than by Licensee, its representatives or agents; (b) information that becomes public knowledge through no fault of the Licensee; or (c) such information that is in Licensee's possession at the time of disclosure as evidenced by written or other tangible evidence in Licensee's possession. Upon the expiration or termination of this EULA for any reason, Licensee will immediately return or destroy any Confidential Information which is in any written or other tangible form without retaining copies thereof. Licensee agrees that the restrictions of this section shall be in force for the length of the EULA and shall remain in effect for three (3) years following the expiration or termination of this EULA.

OWNERSHIP AND INTELLECTUAL PROPERTY

Licensee acknowledges and agrees that the System and all related material, copyrights, trade secrets, service marks, confidential information, manuals, processes and procedures, know-how, any other similar rights or intangible assets recognized under any laws or international conventions and the ideas and expressions thereof contained in the System, and all documentation, including generated reports and other physical embodiments of the System, ("Intellectual Property"), are and shall remain, the property of Expeditors and that Licensee has no right, title or interest in the System and/or Intellectual Property. Licensee acknowledges and agrees that the Intellectual Property, System and all related materials are intellectual property of Expeditors protected by law. All title, rights and ownership in the Intellectual Property, System and all related materials shall remain vested in Expeditors. Except as expressly stated herein, this EULA does not grant Licensee any intellectual property rights in the System and all rights not expressly granted herein are reserved by Expeditors. Licensee shall take no action to remove, mutilate, modify, or otherwise change or delete any trademark, logo, copyright notice, or otherwise proprietary notice contained within the System, including generated reports. Licensee is expressly prohibited from uploading the Intellectual Property, System and related materials to the internet, or in any other manner making it available on the internet for other persons or entities to download, copy and/or use. Licensee further acknowledges that the existence of a copyright notice on copies of the System shall not be construed as an admission or presumption that publication of the System has occurred or is intended.

LIMITATION OF LIABILITIES

Expeditors is the owner of all the rights in the System. Ownership of all rights, title and interest in the System, including all Intellectual Property rights, will remain with Expeditors. Expeditors agrees to indemnify Licensee against any third party claim or action instituted against Licensee that the System infringes any patent, copyright, trade secret, or other proprietary right of a third party, provided that Expeditors is: (a) promptly notified in writing of any such claim or action; (b) given the right to control and direct defense of the claim or action with Licensee's assistance and full cooperation, including Expeditors option to defend or settle the claim; and (c) the claim or action is instituted in the country where Services are primarily provided or where the System is utilized. Licensee agrees to indemnify, defend and hold harmless Expeditors against any and all liability, loss, damages, fines, claims, liens, costs and expenses, including attorney's fees, Expeditors may suffer, sustain or incur as a result of any third party claim or action instituted against Expeditors, excluding actions related to patent infringement, resulting from Licensee or Licensee's agents use of the System or their violation of any of the provisions of this EULA. Expeditors shall have the right to control and direct the defense of such claim or action with Licensee's assistance and full cooperation, including Expeditors option to defend or settle the claim.

When properly operated, the System will operate in accordance with Expeditors' specifications. Licensee assumes total responsibility and risk for use of the System. Licensee's exclusive remedy and Expeditors' entire liability for breach of the above representations is that Expeditors will use commercially reasonable efforts to correct or provide a workaround for reproducible errors. If Expeditors is not able to make the System in conformity with the representations within a reasonable period (taking into account the severity of the error and its impact on the Licensee), Expeditors in its sole discretion shall be entitled to terminate the granted user rights with regard to the System and to recover the fees paid to Expeditors for the System license, without compensating Licensee for any damages following such termination. Licensee understands and agrees that the operation of the System will not be uninterrupted and/or error-free, and that not all errors will be corrected. The Licensee explicitly acknowledges that it is solely responsible for the communications necessary for using the System, including but not limited to the Internet.

Licensee shall warrant the accuracy and completeness of all data it supplies Expeditors in connection with Licensee's use of the System. When Expeditors provides Licensee with Services, Licensee acknowledges and agrees that Expeditors limits its liability in providing the System and any related Expeditors Services and nothing contained within this EULA affects the validity or enforceability of Expeditors' terms and conditions of services and/or trading conditions which are deemed to govern and be incorporated into this EULA and may be found in the applicable service documents. In the event of any conflict with this EULA, the standard terms and conditions of services and/or trading conditions shall prevail.

EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED DIRECTLY BY THE NEGLIGENCE OF EXPEDITORS AND LOSS OR DAMAGE CAUSED BY THE FRAUDULENT MISREPRESENTATION OF EXPEDITORS OR IN OTHER CIRCUMSTANCES WHERE LIABILITY MAY NOT BE SO LIMITED UNDER APPLICABLE LAWS, IN NO EVENT SHALL EXPEDITORS BE LIABLE TO LICENSEE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE, LOSS OF DATA OR OTHER COMMERCIAL LOSS, EVEN IF EXPEDITORS IS AWARE OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this EULA shall be deemed to obligate Expeditors to provide continued support or additional enhancements to the System.

EXCEPT FOR THE ABOVE REPRESENTATIONS, EXPEDITORS MAKES NO OTHER REPRESENTATIONS EITHER EXPRESSED OR IMPLIED AS TO ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. The foregoing states the entire obligation of Expeditors and the exclusive remedy of Licensee arising out of the System, its licensing by Expeditors, and its use by Licensee or arising out of any Services rendered by Expeditors in connection with the use of the System and the licensing thereof hereunder.

Licensee agrees that a breach or threatened breach of this EULA will cause Expeditors irreparable damage for which recovery of money damages alone would be inadequate. Therefore, Expeditors will be entitled to obtain injunctive relief to protect and enforce its rights hereunder in addition to any and all remedies available at law without the need to post a bond or other undertaking. If either party shall commence any action or proceeding against the other relating to this EULA, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees and costs irrespective of whether the action or proceeding is prosecuted to judgment.

TERM AND TERMINATION

This EULA and all licenses and rights granted hereunder shall automatically terminate in the event of a violation by Licensee of any term or condition of this EULA. Licensee may terminate the licenses and rights under this EULA upon thirty (30) days notice, subject to the continuing obligations of the Licensee as provided hereunder. Expeditors reserves the right to terminate this EULA on thirty (30) days notice.

The provisions of this EULA which require or contemplate performance after the expiration or termination of this EULA shall be enforceable notwithstanding said expiration or termination.

GENERAL PROVISIONS

The rights and remedies provided in this EULA are not exclusive and are in addition to any other rights and remedies provided by applicable law. This EULA constitutes the complete and entire EULA between the parties pertaining to the subject matter hereof and supersedes any prior EULAs, agreements, understandings discussions and all other communications relating to this EULA and the use of the System. The paragraph headings contained in this EULA are for convenience purposes only and are not intended to define or limit the contents of said paragraphs.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America and the State of Washington, except to the extent prohibited by applicable law, then this EULA shall be governed by the laws of the country where the Services the System is being utilized to support are being primarily provided and any dispute arising under or in connection with this EULA shall be subject to the non-exclusive jurisdiction of a competent national court to which each party submits. For purposes of exercising any rights or remedies under this EULA Expeditors shall mean, in the United States and in any other country, Expeditors

International of Washington, Inc. and therefore the sole action that may be brought by Licensee is against Expeditors International of Washington, Inc.. Failure or neglect by either party to exercise any of its rights or remedies under this EULA will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this EULA nor prejudice that party's right to take subsequent action.

The controlling language of this EULA is English. If Licensee has received a translation into another language, it has been provided for Licensee's convenience only. Expeditors may amend this EULA at any time with notice to Licensee including any amendment to provide for a license fee in respect of the use of the System; the amended terms will be effective as of the date of such notice. Licensee may only amend this EULA in a writing signed by both parties.

If any provision in this EULA is found illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this EULA if no such modification is possible, and the remainder of this EULA shall remain in full force and effect.

AGREEMENT FOR CONSENT TO SEARCH

As required by TSA regulations, by clicking on "Accept" below, shipper and licensee agree with Expeditors, to, and hereby do, consent to a search or inspection, including screening, of its cargo pursuant to 49 C.F.R. § 1548.9(b).