

**ADDITIONAL TERMS AND CONDITIONS FOR PS/SHIP, PS/INVOICE, PS/RECEIVER AND  
PS/INVOICE PLUS (“SOFTWARE”)**

These additional terms and conditions together with the Master Agreement shall be deemed to be construed as the “Agreement”. To the extent there is any conflict between these additional terms and conditions and the applicable governing agreement, these additional terms and conditions shall govern. Capitalized terms not defined herein shall have the meaning ascribed to them in the governing agreement.

1. Notwithstanding the Agreement, the Customer acknowledges that the deployment of Software will be based upon number of shipments, number of Seats, number of locations, number of mobile devices used or number of vendors included, as applicable and as added to the Order Form.
2. Customer may allow its employees and contractors to access the Software in compliance with the terms of the Agreement, which access must be for the sole benefit of Customer. Customer is responsible for its employees and contractors’ compliance with the Agreement.
3. During and after the term of this agreement, Company may use non-identifiable Customer Data for purposes of enhancing the Software, aggregated statistical analysis, technical support and other business purposes where the Customer Data is not identifiable.
4. Company will use commercially reasonable efforts to make the Software available except for the outages of third-party service providers (e.g. FedEx, UPS, DHL etc.).
5. Company will provide Support and Maintenance in accordance with Exhibit A.

**Exhibit A**  
**Support and Maintenance Policy**

**Basic Terminology**

“**Business Day**” means Monday through Friday of each week, excluding holidays observed by Company: New Year’s Day (January 1); Martin Luther King Day (third Monday in January); Presidents’ Day (third Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Thanksgiving (fourth Thursday in November); Christmas (December 25).

“**Business Hours**” means the hours from 8:00 am to 5:00 pm (PST).

“**Updates**” means problem corrections, any modifications, enhancements, improvements and new releases to Software modules that Company periodically provides to its hosted customer base.

“**Scheduled Outages**” are generally scheduled after hours (PST) or on weekends and customers are notified via e-mail at least one week in advance, unless immediate corrective action is required due to a Severity 1 problem.

“**Severity Chart**” means the table below describing the severity of problem report and response levels.

<b>Severity</b>	<b>Definition</b>	<b>Response Goal</b>	<b>Details</b>
<b>Severity 1</b>	Service is <b>unavailable or substantially fails</b> to perform	<b>1 hour</b>	<b>Trouble Ticket opened</b>  <b>Assign engineer</b> to determine and correct the error  <b>Periodic reports</b> on the status of the correction  <b>Initiate work</b> to correct the error
<b>Severity 2</b>	<b>Substantial degradation in performance</b> of the Service	<b>8 hours</b>	<b>Trouble Ticket opened</b>  <b>Assign engineer</b> to determine and correct the error <b>Periodic reports</b> on the status of the correction <b>Initiate work</b> to correct the error
<b>Severity 3</b>	<b>Problem report which has minimal to no impact</b> on the availability or performance of the Services	<b>5 days</b>	<b>Trouble Ticket opened</b>  <b>Assign developer</b> to determine corrective action required and provide a work around  Commercially reasonable efforts to <b>include in next major release</b>
<b>Severity 4</b>	<b>Enhancement request</b> to existing functionality	<b>30 days</b>	<b>Enhancement Request logged</b>  <b>Assign to product management</b> to analyze request  There is no obligation by Company to include requested enhancements in a future release

## **Support Services**

During the Term, Company will provide to Customer, Support Services as described below:

Updates. During the Term, Company will provide Customer, at no additional charge, all updates that it makes generally available to customers utilizing similar hosted services. These updates will be considered part of the Software configuration going forward. Company will be responsible for installing all updates to the hosted environment.

Telephone and e-mail Support. Company provides an e-mail address and a phone number (510-559- 7200) for reporting problems and seeking technical assistance. Company will respond to Customer and initiate a corrective response to reported problems according to the Severity Chart.

Correction of a problem with the Software. Company shall use its best efforts to correct a problem or provide Customer with an acceptable way to temporarily work around a problem that does not affect the functionality, performance or usability of Software within a timeframe that is consistent with the Severity Chart. Company shall work diligently and on an ongoing basis to resolve Severity 1 and Severity 2 problems. Customer may elect to escalate Severity 1 and Severity 2 problems to Company's Management if Company has not resolved such problems within the Response Goal time, measured from the time the problem report was received from your company.

Customer Obligations. Please notify Company as soon as possible following the occurrence of a problem, providing us with information reasonably necessary to enable prompt resolution of the issue. Customer is responsible for backups and maintenance of equipment and software located on Customer's premises' required to support the Company Services, including but not limited to, validation data feeds, integration with messaging, financial and other systems, equipment and operating systems supporting the Company "security shim" and client data feeds, and network connectivity to the Company hosted site. Customer shall also adequately train its personnel on the basic use and support of Software and the support of the system components located on Customer premises'.

Additional Service Requests. Customer may submit requests for services outside of the basic maintenance support we provide. Company will respond to Customer request and Customer may, at its sole discretion, accept proposals for additional work. Company will use reasonable efforts to minimize costs to Customer related to any additional services provided. At Customer's reasonable request, Company will be available to perform services outside of standard business days and hours.

## **Things Not Covered**

Company service obligations shall extend only to the current hosted version of Software Services, and to Company provided software components of the system located on Customer premises' that have not been modified or altered in any way by anyone other than Company or under Company' direction.

Except for mandatory software upgrades required by Company to Customer based components of the system, Support Services do not include non-product related support such as maintenance of data feeds, support related to Customer equipment, recovery from Customer system crashes, Customer infrastructure software upgrades, Customer server moves or other Customer upgrades.

Furthermore, Support Services do not include (i) time or support from Company that may be required or requested by Customer to perform Customer premises system upgrades, (ii) Company consulting time required or requested by Customer to setup and configure additional Software modules or built in functionality, or (iii) time required or requested by Customer to perform additional training of Customer staff members.

Support Services and support does not cover any hardware or hardware related support, whether or not such hardware was purchased from Company to support Company Services (such as our PS Receiver Software). All hardware and hardware related issues should be directed to the manufacturer.