

Attachment \_\_\_\_\_  
**Carbon Neutral Services Program  
Transportation Agreement**

1. UPS agrees to provide its Carbon Neutral Services (as described herein) to Customer in accordance with the terms and conditions of this Carbon Neutral Services Program Transportation Agreement (“Carbon Neutral Agreement”) and any UPS Incentive Program Agreement, including limitations of liability, which are incorporated herein by reference. In the event of a conflict between this Carbon Neutral Agreement and any UPS Incentive Program Agreement, this Carbon Neutral Agreement will control.
2. UPS will use its proprietary carbon emissions calculator to calculate Customer’s anticipated carbon dioxide and equivalent emissions for UPS shipments (“Customer’s Carbon Impact Analysis”) over the Term (as that term is defined in the UPS Incentive Program Agreement) of the UPS Incentive Program Agreement associated with Customer’s use of UPS transportation services, and based upon input provided by Customer. Customer’s Carbon Impact Analysis will be limited to carbon dioxide emissions and their equivalents and will be expressed in terms of metric tonnes of carbon dioxide equivalent (CO<sub>2</sub>e) per Term.
3. As Customer’s agent, UPS will purchase, and thereafter retire in the appropriate registry, a sufficient number of voluntary or regulatory carbon credits (“Carbon Credits”), as determined by UPS in its reasonable discretion, to offset Customer’s Carbon emissions. UPS will use commercially reasonable efforts to acquire Carbon Credits during the Term at prevailing market prices of carbon credits of comparable type and vintage as the Carbon Credits. Unless otherwise mutually agreed upon in writing, UPS will purchase Carbon Credits that, in UPS’ reasonable judgment, have been validated by a disinterested third-party, registered on a nationally recognized carbon registry or market, and that are of a vintage to adequately offset Customer’s Carbon emissions. UPS is not responsible for the validation of the Carbon Credits, which will be performed by a third party.
4. UPS reserves the right to re-evaluate the terms of this Carbon Neutral Agreement, including the fees described herein, or terminate it upon notice to Customer, in the event of a material change in the carbon markets. A material change in the carbon markets includes, without limitation, excessive volatility in market prices, unavailability of Carbon Credits in sufficient quantity to offset Customer’s Carbon emissions, and regulation of the carbon markets in a manner that adversely affects (as determined by UPS in its reasonable discretion) the ability of UPS to provide the Carbon Neutral Services. Customer may terminate this Agreement upon notice to UPS, should UPS revise the terms of this Agreement pursuant to this Paragraph. Notwithstanding the above, either party may otherwise terminate this Agreement upon 30 days written notice.
5. The fees for the Carbon Neutral Services are set forth in Exhibit 1 attached hereto. UPS will invoice Customer with respect to such fees. The Carbon Neutral Services shall

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only be available to the account numbers approved and identified in Exhibit 2. Customer shall pay all such fees within 30 days of invoicing.

6. UPS will provide Customer an annual reporting of its carbon emission calculations, as calculated by UPS, related to Customer's shipping. This reporting will reflect any carbon inventory calculations that have been updated and incorporated for the prior calendar year. This reporting will also include a statement of carbon offsets purchased and retired, reflecting the designated offset shipments for the specified reporting period. Customer may request a greater reporting frequency than annually for an additional fee.

7. The Carbon Neutral Agreement will remain in effect until terminated by either party upon thirty (30) days written notice to the other party.

8. Customer acknowledges and agrees to comply with the "UPS carbon neutral Brand Guidelines" as set forth at [UPSBrandExchange.com](https://www.upsbrandexchange.com) (<https://www.upsbrandexchange.com/brUpsCarbonNeutral.awsp>). UPS may make additional marketing materials relating to its Carbon Neutral Services, such as adhesive stickers or labels, available to Customer for an additional fee. Customer acknowledges and understands that such materials may only be used in conjunction with shipments tendered pursuant to this Carbon Neutral Agreement, and in accordance with any applicable instructions or restrictions contained in the UPS carbon neutral Brand Guidelines.

9. Customer agrees to comply with all applicable Federal and State laws, regulations and guidelines regarding advertising and representations regarding green marketing, carbon credits, carbon footprints, and greenhouse gas reductions including, without limitation, the regulations of the U.S. Federal Trade Commission at part 260 of the Federal Code of Regulations.

#### 10. Disclaimers and Limitation of Liability

a. UPS MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN REGARDING THE CARBON CREDITS, THE CARBON NEUTRAL SERVICES OR CUSTOMER'S CARBON IMPACT ANALYSIS, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS (I) OF MERCHANTABILITY; (II) OF SATISFACTORY OR MERCHANTABILITY QUALITY; (III) OF FITNESS FOR A PARTICULAR PURPOSE; (IV) OF TITLE OR NONINFRINGEMENT; OR (V) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

b. Customer acknowledges that: (i) the price of Carbon Credits fluctuates and is outside of UPS's control; (ii) UPS is merely acting as Customer's agent in the acquisition and retirement of the Carbon Credits; (iii) UPS may purchase and/or retire the Carbon Credits as part of a portfolio process that includes third-party carbon credits and carbon

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credits that UPS is purchasing for its own account; (iv) UPS's purchase and retirement of the Carbon Credits is for the limited purpose of offsetting Customer's Carbon emissions and not for any other purpose, including, without limitation, Customer's compliance with any environmental law, regulation or permit; (v) UPS's proprietary carbon emissions calculator provides an estimate of Customer's CO2e emissions related to UPS shipments over the Term of the UPS Incentive Program Agreement and that Customer's actual CO2e emissions may vary based upon factors outside of UPS's control, including information provided to UPS by Customer; (vi) nothing in this Carbon Neutral Agreement may be interpreted to modify the manner, means or methods by which UPS provides Customer with transportation services; and (vii) UPS is not responsible for the third-party validation of the Carbon Credits.

c. Customer agrees to indemnify and hold UPS and its affiliates, and the officers, directors, employees and agents of each of them harmless, from and against all liabilities, claims, penalties, damages, costs, judgments, settlements, court costs, attorneys' fees and disbursements, or other expenses of any nature whatsoever paid or incurred in connection with claims by any third person arising out of UPS's provision of the Carbon Neutral Services, except to the extent caused by the negligent acts or omissions of UPS or UPS's willful misconduct.

d. IN NO EVENT SHALL UPS OR ITS AFFILIATES BE LIABLE TO CUSTOMER, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) FOR LOST PROFITS OR REVENUES, LOSS OF USE, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS CARBON NEUTRAL AGREEMENT, OR FOR ANY CLAIM MADE AGAINST CUSTOMER BY ANY OTHER PARTY, EVEN IF UPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. IN NO EVENT SHALL UPS' OR ITS AFFILIATES, LIABILITY UNDER ANY CLAIM MADE BY CUSTOMER UNDER THIS CARBON NEUTRAL AGREEMENT EXCEED ONE THOUSAND DOLLARS (\$1,000).

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have caused this Carbon Neutral Agreement to be effective as of the date first written below.

Client hereby engages UPS, through its subsidiary UPS Professional Services Inc. (UPS-PSI) to perform the services described above, and UPS-PSI hereby accepts such engagement, all upon the terms and conditions shown hereon and in the Master Consulting and Professional Services Agreement between Client and UPS-PSI dated \_\_\_\_\_.

**This proposal is valid through April 28, 2021.**

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