

**PUROLATOR E-SHIP RESOURCE
CENTRE AGREEMENT
(Version 1.0)**

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS WHICH GOVERN THE ACCESS AND USE OF THE PUROLATOR E-SHIP™ RESOURCE CENTRE (“**RESOURCE CENTRE**”), INCLUDING ALL MATERIALS MADE AVAILABLE BY PUROLATOR COURIER LTD. (“**PUROLATOR**”) THROUGH THE RESOURCE CENTER. UPON CLICKING THE “ACCEPT” BUTTON BELOW, THIS DOCUMENT WILL CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN PUROLATOR AND THE PUROLATOR ACCOUNT HOLDER.

IF YOU ARE NOT A PUROLATOR ACCOUNT HOLDER IN YOUR INDIVIDUAL CAPACITY (THAT IS, THE PUROLATOR ACCOUNT IS NOT REGISTERED IN YOUR PERSONAL NAME), YOU MUST BE A PERSON WHO IS AUTHORIZED BY THE PUROLATOR ACCOUNT HOLDER TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PUROLATOR ACCOUNT HOLDER (FOR EXAMPLE, AN AUTHORIZED OFFICER OR EMPLOYEE OF THE PUROLATOR ACCOUNT HOLDER, OR A THIRD-PARTY SOFTWARE DEVELOPER ENGAGED BY THE PUROLATOR ACCOUNT HOLDER). BY CLICKING THE “ACCEPT” BUTTON BELOW, YOU REPRESENT AND WARRANT TO PUROLATOR THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE PUROLATOR ACCOUNT HOLDER (AND, IF APPLICABLE, ITS AFFILIATES) TO THIS AGREEMENT.

TO THE EXTENT YOU HAVE ACCESSED AND USED THE RESOURCE CENTRE AND/OR THE MATERIALS, YOU EXPRESSLY PROVIDE THAT, IN ADDITION TO ALL REMEDIES AVAILABLE IN LAW AND EQUITY, PUROLATOR HAS THE RIGHT TO SEEK ANY REMEDY AVAILABLE AGAINST THE PUROLATOR ACCOUNT HOLDER UNDER THIS AGREEMENT DIRECTLY FROM YOU.

IF (A) YOU ARE NOT A PUROLATOR ACCOUNT HOLDER IN YOUR INDIVIDUAL CAPACITY, OR (B) YOU DO NOT HAVE THE AUTHORITY TO BIND THE PUROLATOR ACCOUNT HOLDER, OR (C) YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE PROHIBITED FROM ACCESSING THE RESOURCE CENTRE (INCLUDING ANY OF THE MATERIALS) OR DOING ANYTHING ELSE THAT IS PERMITTED BY THIS AGREEMENT. IN SUCH CASE, DO NOT CLICK ON THE “ACCEPT” BUTTON BELOW, IMMEDIATELY LEAVE THE WEBSITE AND DO NOT USE THE SERVICES.

PLEASE NOTE THAT ACCESS TO OTHER ELEMENTS OF THE RESOURCE CENTER, INCLUDING ANY DEVELOPMENT, TESTING AND PRODUCTION FEATURES, MAY REQUIRE A FURTHER REGISTRATION PROCESS. THIS AGREEMENT MAY BE PRESENTED TO YOU MORE THAN ONCE IN CONJUNCTION WITH SUCH FURTHER REGISTRATION PROCESS. UNLESS THE VERSION OF THE AGREEMENT HAS BEEN CHANGED, EACH INSTANCE SERVES TO CONFIRM THE AGREEMENT AS MUTUALLY ENTERED INTO AND NOT TO CREATE AN ADDITIONAL OR SEPARATE AGREEMENT. UPON COMPLETION OF THE REGISTRATION PROCESS, ADDITIONAL USAGE CREDENTIALS MAY BE PROVIDED AS APPROPRIATE.

FROM THIS POINT ON, “YOU” REFERS TO THE PUROLATOR ACCOUNT HOLDER IN HIS/HER/ITS CAPACITY AS A PARTY TO THIS AGREEMENT, AND “YOUR” HAS A CORRESPONDING MEANING.

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FUTURE REFERENCE****

1. **Definitions.** All capitalized terms used in this Agreement are either defined in this Section 1 or elsewhere in this Agreement.

“**Agreement**” means the combination of: (1) this Purolator E-Ship Resource Centre Agreement; and (2) all other terms and conditions applicable to any Materials; (3) the terms and conditions of site use published on Purolator’s web site at www.purolator.com (4) the documentation referenced in any of the forgoing, which are all incorporated by reference; all of which may be updated, supplemented or otherwise modified by Purolator or its affiliates in its sole discretion at any time by posting a revised version of the Agreement or any of its components to the Resource Centre or at www.purolator.com. You acknowledge that it is Your obligation and responsibility to periodically review the terms and conditions of the Agreement on the Resource Centre or at www.purolator.com for any updates and revisions thereto.

“**Application**” means a software application developed by You or on Your behalf that will enable You to interface with Purolator and use the Services.

“**Business Day**” means Monday to Friday inclusive, except for statutory holidays observed by Purolator.

“**Materials**” means any technical resource materials provided or made available from time to time by Purolator to aid in the development, testing, production and use of the Application. Materials include, but are not limited to, any text, tools, services, graphics, materials, manuals, software, information, instructions, specifications, programming and all updates and modifications thereto.

“**Multi-Carrier System**” means any shipping application, system or software program providing functionalities for, without limitation, rating, labeling, routing manifesting, processing or the logistical movement of shipments via one or more carriers, in addition to Purolator.

“**Person**” means an individual, sole proprietorship, partnership, firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, limited liability company, unlimited liability company or any other legal entity;

“**Purolator Account Holder**” means a Person with a valid Purolator account who wishes to gain access to the Resource Centre (including the Materials) in order to develop an Application that will enable him/her/it to use the Services;

“**Services**” means Purolator products and services, including, but not limited to, shipping, tracking, estimates and return services, which can be accessed and used through an Application.

2. **Grant.**

(a) Purolator grants You, subject to the terms and conditions of this Agreement, a no fee, limited, revocable, non-exclusive, non-transferable license to access and use the Resource Centre and the Materials (as instructed by Purolator from time to time) to develop Applications only in those countries and locations designated by Purolator. The development of any one or more Applications shall be at Your sole expense and risk.

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(b) You may incorporate all or part of the Materials in an Application solely for the purpose of enabling Your use of the Services in accordance with the terms applicable with such use.

(c) You will not incorporate any of the Materials into a Multi-Carrier System.

(d) You will not incorporate into an Application any feature that permits the comparison of Purolator's rates with those of any other third party whose business consists, in whole or in part, of the provision of courier, freight, transportation, logistics and/or customs brokerage services.

(e) Purolator may modify, alter, update, supplement or otherwise amend the Resource Centre and/or the Materials, in whole or in part, at any time in Purolator's sole discretion. Your failure to make any changes or updates as required by Purolator from time to time in the Resource Centre may result in You being unable to continue using an Application.

(f) You will comply with all applicable laws of all applicable jurisdictions. You agree not to use any of the Materials provided to You, whether on their own or as part of an Application, in any manner that: (i) infringes, violates or misappropriates the intellectual property rights of any third party; (ii) violates any applicable laws; or (iii) may be considered defamatory, discriminatory or otherwise malicious or harmful to any person or entity.

(g) If an Application contains any functionality other than that provided through the Resource Centre, You are responsible for the preparation and execution of any other agreement stipulated by Purolator for the use of such additional functionality.

3. Intellectual Property Rights.

(a) You acknowledge that Purolator holds and retains all worldwide rights, title and interest, including without limitation, all intellectual property rights, in and to the Resource Centre and the Materials (including, but not limited to, any derivative works thereof). You acknowledge that Purolator is not selling or otherwise transferring any right, title or interest in the Materials to You. You will not at any time do, or knowingly permit to be done, any act or thing that would in any way impair such rights, title and/or interest in the Materials.

(b) You will not copy, modify, adapt or reproduce the Materials other than to create one or more Applications solely in the form and in the manner permitted by this Agreement.

(c) Purolator grants You a no fee, limited, personal, nonexclusive, non-transferable license to use the Purolator trade names, product names, word marks, service marks and logos (hereinafter collectively the "**Purolator Marks**") as specified by Purolator in the Materials, provided that You comply with all provisions of this Agreement regarding the manner in which the Purolator Marks may be used. You may not use the Purolator Marks for any other purpose. You may not alter in any way any Purolator Mark, including by distorting, animating or changing the color, font or proportions of any Purolator Mark, combining it with any other name, mark or logo or changing any Purolator Mark in any manner that is likely to cause confusion, mistake or deception regarding any products and/or services offered by Purolator.

(d) You acknowledge that Purolator holds and retains all worldwide rights, title and interest in

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and to the Purolator Marks, and that all use of the Purolator Marks by You shall inure to the benefit of Purolator. You agree that You will not claim, whether in whole or in part, any rights, title or interest in the Purolator Marks, and will do nothing to impair, in any way, the Purolator Marks or Purolator's rights, title or interest in the Purolator Marks. You may not use the Purolator Marks in any manner that is likely to cause confusion, mistake, or deception regarding whether Purolator sponsors or endorses an Application or whether an Application is affiliated, associated, or connected with Purolator. You may not use the Purolator Marks to advertise, sell, market or otherwise distribute any products or services.

(e) All Applications will include only accurate references to Purolator and the Services. An Application may not be created, and the Purolator Marks may not be used, in such a way that, in Purolator's sole judgment, may damage Purolator's reputation or goodwill.

4. Use Requirements and Restrictions

(a) You agree and warrant that the name, address and account information provided by You or on Your behalf when You register for the Resource Centre is correct, and You agree to immediately notify Purolator of any changes in the name, address and/or account information details.

(b) You will create a password upon completing the registration process for the Resource Centre. You are responsible for maintaining the confidentiality of the password and are fully responsible for all activities that occur under Your password. Purolator reserves the right to change access requirements without prior notice if Purolator deems that it presents a security issue. You agree to immediately notify Purolator of any unauthorized use of Your password or any other breach of security.

(c) You will follow the instructions provided by Purolator in writing from time to time governing the use of the Resource Centre, the Materials, the Purolator Marks, and/or any services offered by Purolator through the Resource Centre.

(d) You may not remove, obscure or alter any trademark or copyright notice of any Purolator Mark, or other notice of any intellectual property or proprietary right appearing on or contained within the Resource Centre and/or the Materials.

(e) You will not use or allow any Application (including interfaces made by or for You) to be used in any manner which adversely affects the functionality of the Resource Centre or Purolator's computer servers or systems or to allow third parties access to the Resource Centre, the Materials or any other related information other than as expressly set out in this Agreement.

(f) If requested by Purolator, You agree to provide any information or materials relating to Your Application for the purpose of verifying Your compliance with this Agreement. You agree that Purolator may track and monitor Your Application for the purpose of verifying Your compliance with this Agreement. You agree not to block or interfere with such tracking or monitoring. In the event that You fail to comply with this requirement, You agree that Purolator will have the right to use any available technical means to overcome such blocking or interference.

(g) Without the prior written consent of Purolator, You agree not to store or retain any

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component of the Resource Centre or the Materials in a database, server network or other similar repository, either with or without a central location, in a manner that allows other non-authorized parties to share or access the Resource Centre or the Materials. In addition, You may not use or facilitate the use of any alternative means (i.e., robots, spyders, scraping, or other technology) to use, query or access the Resource Centre or the Materials to obtain any information, other than as expressly allowed under this Agreement.

(h) In the event that You are issued a development key or other credentials to allow the testing of an Application in the Resource Centre, You agree that such are provided by Purolator to You for Your use only and that you will not disclose, or allow others to disclose, such key or other credentials to any third-parties except as expressly set out in this Agreement.

(i) Once the testing is complete, You (or, if you are not an individual, one of Your employees or officers) may apply for a production key or other credentials to allow the Application to be placed into production. In order to receive the production key or other credentials, You must agree (in a manner specified by Purolator) to the terms and conditions of an end user agreement which governs the use of the applicable Services and pass any verification process that Purolator may stipulate. The production key issued to You will only be applicable to the Application for which You have completed Your testing. In the event You want to place more than one Application into production, You will need to apply for a production key for each Application.

5. Development and Testing.

(a) Prior to: (1) obtaining a production key or other credentials for a new Application; (2) making any changes to the configuration of Your existing production key in respect of an existing Application; or (3) placing a modified and/or upgraded Application into production; in each case, You may be required to submit test results, from the testing of the Application, at Your expense, to Purolator in order for Purolator to confirm that the Application complies with the instructions, specifications and certification requirements (if applicable) provided by Purolator from time to time through the Resource Centre.

(b) Purolator retains the right to require You to submit to Purolator (or such Person designated by Purolator) for review and approval, any screen shots and other content included in an Application. You agree to make any changes to the Application requested by Purolator in order to conform to the requirements set out in this Agreement. All submissions and changes are at Your sole expense.

6. User Support.

(a) You will provide for Yourself, at Your expense, competent and professional technical support to ensure the proper functioning of the Application(s), including the resolution of any issues arising from the methods and processes by which You incorporate Materials into the Application(s).

(b) During the term of this Agreement, in order to assist with Your questions or concerns, Purolator will grant You access to: (i) the Purolator E-Ship™ Help Desk (1-800-459-5599 available from 9:00 am to 5:00 pm Eastern Standard Time on Mondays through to and including

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Fridays, except on federal or provincial statutory holidays); and (ii) a web input form accessible from the Resource Centre which, when completed, will notify the Purolator technical support team to respond.

(c) Pursuant to the notice provision set forth in Section 15 of this Agreement, You agree to immediately advise Purolator of any complaints, malfunctioning or defects in the Resource Centre and/or the Materials which You learn about by any means.

7. Term, Suspension and Termination.

(a) The term of this Agreement will commence immediately upon You clicking the “Accept” button and will continue in full force and effect (subject to the rights of termination set out in this Agreement) until the completion of the last Application and all upgrades, modifications thereto.

(b) This Agreement may be terminated by either You or Purolator upon notice to the other party. This Agreement will terminate immediately without notice if You or anyone for whom You are responsible fails to comply with any provision of this Agreement or any instructions regarding the Resource Centre, the Purolator Marks or the Materials, including, but not limited to, the failure to make any required changes or upgrades to an Application.

(c) If any Application is suspected or determined by Purolator, in its sole discretion, to interfere in any manner with the functionality or proper working of the Resource Centre or is otherwise unsuitable or incompatible, Purolator may, without any notice to You, immediately: (i) suspend Your access to the Purolator computer servers or systems; and/or (ii) suspend Your access to and/or use of the Resource Centre and/or Materials; or (iii) terminate this Agreement.

(d) Upon termination of this Agreement for any reason, You must: (i) cease all use of the Resource Centre, the Materials and the Purolator Marks and destroy all copies and derivative works thereof; and (ii) upon receipt of a request from Purolator, remove from all Applications any and all Purolator Marks and Materials. Furthermore, upon termination, Purolator may terminate any end user agreement which uses the applicable Application to access and use the Services.

8. Purolator Systems, Downtime and Service Suspensions.

(a) In addition to all other rights of Purolator to terminate this Agreement, You acknowledge that: (i) Your access to and use of the Resource Centre and/or the Materials may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Resource Centre for any reason, including as a result of power outages, system failures or other interruptions; and (ii) Purolator shall also be entitled, without any liability to You, to suspend access to any portion or all of the Resource Centre or the Materials at any time: (A) for scheduled downtime to permit Purolator to conduct maintenance or make modifications to any portion of the Resource Centre; (B) in the event of a denial of service attack or other attack on the Resource Centre or other event that Purolator determines, in its sole discretion, may create a risk to the Resource Centre, the Materials, to You or to any of its other customers if access to the Resource Centre or the Materials is not suspended; or (C) in the event that Purolator determines that any portion of the Resource Centre or the Materials is prohibited by law or

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Purolator otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "**Service Suspensions**"). Purolator shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any Service Suspension. To the extent Purolator is able, Purolator will endeavor to provide You email notice of any Service Suspension in accordance with the notice provisions set forth in Section 15 below and to post updates at www.purolator.com regarding resumption of access to the Resource Centre and the Materials following any such suspension, but shall have no liability for the manner in which Purolator may do so or if Purolator fail to do so.

9. Feedback.

In the event that You elect to communicate to Purolator any data, comments, suggestions or other information relating to improvements to the Resource Centre, to any Materials, or to the Purolator Marks (collectively, "**Feedback**"), Purolator will own all rights, title, and interest in and to the same, even if You have designated the Feedback as confidential, and Purolator will be entitled to use the Feedback without restriction or further compensation to You. You hereby irrevocably assign all rights, title and interest in and to the Feedback to Purolator and agree to provide such assistance as Purolator may require in order to document, perfect, and maintain its rights to the Feedback.

10. Confidentiality and Public Announcements.

(a) You will not disclose the fact that You have entered into this Agreement, or disclose any information of a confidential or proprietary nature that is disclosed to You as a result of this Agreement (including the Materials) (collectively, the "**Confidential Information**") to any Person without the prior written consent of Purolator. Notwithstanding the foregoing, You may disclose the Confidential Information to Your employees, advisors and agents (including any third party developers) (collectively, "**Your Representatives**"), having a need to know the Confidential Information in order for You to carry out Your obligations under this Agreement. You will be responsible for any breach of these confidential provisions by Your Representatives.

(b) You acknowledge that disclosure of any Confidential Information belonging to Purolator in contravention of this Section may cause significant harm to Purolator and that remedies at law may be inadequate to protect against a breach. Accordingly, Purolator will be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it.

(c) Upon expiry or termination of this Agreement, or within ten (10) Business Days of receipt of a request from Purolator, You will destroy or permanently delete (at Purolator's option) all or any part of the Confidential Information.

(d) You will not make any public announcements regarding this Agreement or any of the subject matter hereof without the prior written consent of Purolator, which consent may be unreasonably withheld.

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11. Access and Use by Your Representatives.

Where You grant Your Representatives access to and use of the Resource Centre and/or the Materials in order to allow them to perform any of Your obligations in this Agreement, You agree to: (1) make them aware of the terms and conditions of access and use set out in this Agreement; and (2) be fully responsible for any breach of this Agreement by Your Representatives.

12. Disclaimer of Warranty.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE, ON YOUR OWN BEHALF AND ON BEHALF OF YOUR REPRESENTATIVES, THAT THE SERVICES, THE RESOURCE CENTRE, THE MATERIALS AND ALL OTHER DATA, INSTRUCTIONS AND INFORMATION PROVIDED BY PUROLATOR IN CONNECTION WITH THE SERVICES AND THE RESOURCE CENTRE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND THAT ANY USE BY YOU AND YOUR REPRESENTATIVES (IF APPLICABLE) IS AT YOUR SOLE RISK. PUROLATOR EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS, ANY IMPLIED REPRESENTATIONS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE. PUROLATOR DOES NOT WARRANT OR REPRESENT THAT (A) THE SERVICES, THE RESOURCE CENTRE OR THE MATERIALS WILL MEET ALL OR ANY OF YOUR REQUIREMENTS; (B) THAT THE OPERATION OF THE SERVICES, RESOURCE CENTRE OR THE MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE; (C) THAT ANY DEFECT IN THE SERVICES, THE RESOURCE CENTRE, OR THE MATERIALS WILL BE CORRECTED; OR (D) THAT ITS SYSTEMS WILL NEVER BE INFILTRATED BY HACKERS OR OTHER UNAUTHORIZED USERS. FURTHERMORE, PUROLATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF YOUR USE OF THE SERVICES, THE RESOURCE CENTRE OR THE MATERIALS IN TERMS OF CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

13. Indemnification.

You will indemnify and hold harmless, Purolator, its affiliates and their respective officers, directors, employees, agents, representatives, successors and assigns from all fines, costs, actions, claims, losses, damages, demands, expenses, orders and judgments, including reasonable legal fees (collectively "Claims") arising out of or relating to: (A) any and all Applications; or (B) Your or Your Representatives' use of the Materials, the Resource Centre, the Purolator Marks or the Services, in each case, in a manner other than as permitted by this Agreement.

14. Limitation of Liability.

Under no circumstances will Purolator or any of its affiliates or any of their respective employees, officers, directors, agents, representatives, successors or assigns be liable for any direct, indirect,

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special, incidental, punitive, exemplary, consequential or other damages in tort (including negligence), contract, product liability or under any other theory of law resulting from Your or Your Representatives' use, or inability to use, the Services, the Materials and/or the Resource Centre including, without limitation, damages resulting from loss of use, profits, data, or business, and damage to Your or Your Representatives' information systems even if Purolator, or an authorized representative or agent of Purolator, has been advised of the possibility of such damages.

15. Notices.

Any notice, request, consent or approval required or permitted to be given in connection with this Agreement (for the purposes of this Section 15, a “**Notice**”) will be given in writing and will be sufficiently given if delivered as set out below by mail, electronic mail, facsimile, or via Purolator's courier services.

If to Purolator:

Purolator Courier Ltd.
5995 Avebury Road
Suite 100
Mississauga, ON L5R 3T8

Attention: Purolator Account Holder Sales Representative
Fax: (905) 712-6775

with a mandatory copy to:

Purolator Courier Ltd.
5995 Avebury Road
Mississauga, Ontario L5R 3T8

Attention: General Counsel
Fax No.: (905) 712-6815

If to You: by general posting at www.purolator.com or to the name and address listed in the registration process.

Any Notice delivered or transmitted as provided above will be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 pm local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 pm local time or if such day is not a Business Day then the Notice will be deemed to have been given and received on the next Business Day.

Notwithstanding the above, Purolator may provide notice by general posting to the various Purolator web sites, including the Resource Centre. Any such notice shall be effective and deemed received when posted.

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16. Relationship of Parties.

Neither party will act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way bind or commit the other to any obligations. Nothing contained in this Agreement will be construed as creating a partnership, joint venture, agency, trust or other association of any kind, nor as creating any obligations of exclusivity between the parties. Neither party is responsible to any end user for the quality of services or products provided directly by the other party or warranties or claims relating to such products. Purolator reserves the right to enter into relationships or agreements with other third parties regarding the subject matter of this Agreement, including, but not limited to products competitive with any Application created by You.

17. Waiver.

Failure by Purolator to exercise promptly any right granted herein, or to require strict performance of any obligation imposed hereunder, will not be deemed a waiver of such right unless made in writing by Purolator, and no waiver will be deemed a continuing waiver unless it is expressly stated to be a continuing waiver.

18. Severability.

The provisions of this Agreement are to be considered separately, and if any provision hereof should be found by any court of competent jurisdiction to be invalid or unenforceable, this Agreement will be deemed to have effect as if such provision were severed from this Agreement.

19. Assignment.

Purolator retains the right to assign, transfer or sublicense all or any part of this Agreement to any Person at any time without notice to You. You may not assign, transfer or sublicense this Agreement to any third party without the prior written consent of Purolator.

20. Export.

You acknowledge and agree that You (i) assume all responsibility for compliance with, and are in compliance with all laws and regulations of Canada or the country in which You access the Resource Centre and the Materials regarding export, re-export and import of the Resource Centre or the Materials and any related or underlying information, technology, process, product or service and (ii) will not export or re-export any technology or information provided through the Resource Centre or in the Materials.

21. Privacy and Data.

In the event that you provide Purolator with any **Personal Information** (as such term is defined in the *Personal Information Protection and Electronic Documents Act*) Purolator will: (A) limit its uses, disclosure and retention of the Personal Information to that set out in the Purolator Privacy Statement published on Purolator's web site at www.purolator.com (as amended from time to time) or as reasonably required for the purposes of providing access and use of the Resource Centre, the

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Materials and the Services; and (ii) use commercially reasonable efforts to safeguard the Personal Information while it is in Purolator's possession or under its control. You will, prior to providing the Personal Information to Purolator, obtain any consent that may be required from an individual in respect of Purolator's collection, use or disclosure of the information.

22. Governing Law.

The Resource Centre and the Materials are administered by Purolator in Ontario, Canada. You agree that this Agreement and all disputes or other matters arising out of it shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

23. Entire Agreement.

This Agreement (and where applicable, the Purolator Web Services Soft Launch Agreement):(i) constitutes the entire agreement between You and Purolator with respect to the Resource Centre and the Materials, the Purolator Marks and all Applications created by You hereunder and supersedes all other prior agreements or understandings, both written and oral; and (ii) will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

24. Survival.

The applicable provisions of Sections 1, 3, 7, 9, 10, 11, 12, 13, 14, 15, 17, 18, 22 and 24 will survive the expiration or termination of this Agreement together with any other provision which is expressly or by its nature survives termination.

25. Amendments.

No amendment, supplement, modification or waiver of this Agreement will be binding on Purolator unless executed in writing by Purolator to be bound thereby.

You agree to be bound by and subject to the terms and conditions of this Agreement.

“YOU AGREE”

“YOU DO NOT AGREE”