**MASTER SERVICES AGREEMENT**

This MASTER SERVICES AGREEMENT (the “**MSA**”) is made and entered into on <<[contract.formatDate(contract.getNow(), "MMMM dd, yyyy")]>> (the “**Effective Date**”), by and between <<[contract.getCounterpartyCompanyName()]>>, a Click here to enter text. corporation with its principal place of business located at <<[contract.getIntegratedProperties().get("Company address")]>> (“**Customer**”) and APL Logistics Transportation Management Services, Ltd., with its principal place of business located at Click here to enter text., hereinafter referred to as (“**APLL**”). Customer and APLL may each be referred to as a “**Party**” or in the aggregate as the “**Parties.**”

WHEREAS, Customer is engaged in the commercial shipping and/or receiving of various products to/from various locations; and

WHEREAS, APLL is engaged in the business of arranging the transportation for shipments of APLL’s customers’ freight and provides additional logistics management services for the customers of APLL who have specific transportation and distribution service needs; and

WHEREAS, Customer desires to engage APLL exclusively to provide certain services related to the shipment, storage and transportation of Customer’s products in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises described herein and for other good and valuable consideration, Customer and APLL hereby agree as follows:

**ARTICLE I. SERVICES**

1.1 General. For Customer’s products, APLL agrees to provide to Customer certain services (“**Services**”), as more fully described in each service schedule executed by the Customer and APLL (each a “**Service Schedule**” and Collectively the “**Service Schedules**”). Each Schedule may have attached one or more statements of work (“**SOW**s”) and exhibits. Each such Schedule, SOW, and exhibit is an “**Incorporated Document**.” This MSA and the Incorporated Documents are collectively referred to herein as the “**Agreement**.” In the event of a conflict between the terms of this MSA and the terms of any Incorporated Document, the terms of this MSA shall control; *provided however*, the Parties may expressly or specifically authorize in writing that a particular term or terms of an Incorporated Document shall control over a particular term of this MSA and then only to the extent provided in such Incorporated Document. Any Customer subsidiary [or affiliate] may issue a Schedule, and such issuance will be deemed to be that subsidiary’s or affiliate’s agreement to be bound by this Agreement. Unless APLL otherwise agrees in writing, Customer hereby guarantees payment of all Services for any Schedules under this Agreement whether executed by the Customer, its subsidiary or its affiliate.

1.2 APLL Operations. APLL shall provide qualified personnel to perform the Services outlined in this Agreement. APLL shall develop and implement procedures acceptable to Customer by which APLL will determine the appropriate means for accomplishing the Services using its subsidiaries, affiliates and third-party providers, as determined by APLL, (collectively called “**Service Provider(s)**”).

1.3 Rules and Regulations. APLL agrees that all Services shall be performed in a professional, competent and workmanlike manner using current technology, following all material federal, state and local rules or regulations.

1.4 Accountability. During the term of this Agreement, representatives of APLL and Customer shall meet reasonably frequently to review APLL’s and Customer’s performance of their obligations under this Agreement. Customer will assume the travel costs associated with these meetings.

1.5 Other Provisions. If any provision of any other agreement or document between Customer and APLL, between APLL and Service Provider, between Customer and Service Provider (such as a Bill of Lading, conditions of carriage, carta de porte, delivery receipt, rules circular or tariff) or between Service Provider and any of its interlined or subcontracted carrier(s), conflicts with or adds to any provision of this Agreement, then such conflicting or additional provision shall not apply or control. The provisions of a bill of lading, or its counterpart (i.e. a carta de porte), prepared or issued under the laws of Mexico, shall not be binding on Service Provider, APLL or Customer. Neither Customer, employees nor agents of APLL, nor officers, drivers and/or personnel of Service Provider are authorized to vary the terms and conditions of this Agreement by signing and/or accepting any bill of lading, receipt or other similar document. Notwithstanding the foregoing, air, ocean and parcel transportation terms shall be governed by the terms of the applicable carrier tariff.

**ARTICLE II. TERM AND TERMINATION**

2.1 Term. The term of this MSA begins on the Effective Date and continues until the earlier of: (a) the expiration or termination of all Incorporated Documents in accordance with their terms, or (b) the termination of this MSA in accordance with its terms, in which case all Incorporated Documents will also terminate, subject to their respective termination provisions.

2.2 Termination. This MSA or any Schedule or SOW (unless otherwise specified therein) may be terminated by either Party: (a) without cause upon one hundred eighty (180) days prior written notice; (b) with cause upon the commission of a material breach of this Agreement which is not cured within sixty (60) days after the breaching Party receives notice (except for default in payment which is addressed below); or (c) if the other Party becomes insolvent or bankrupt. APLL may also, at its option, terminate this MSA or any Schedule or SOW or suspend the Services or any part thereof upon any failure of Customer to pay when due any amounts due hereunder, which failure remains uncured for a period of thirty (30) days after written notice of intent to terminate or suspend such services or agreements.

**ARTICLE III PAYMENT, FEES, AND EXPENSES**

3.1 Terms of Payment. Except as may otherwise be specifically stated in any of the applicable Incorporated Document, APLL shall invoice Customer monthly for all fees, charges and expenses (“**Fees**”) related to the Services performed and charges incurred during the preceding month. Customer shall pay, with no right of set-off for any claim filed against APLL, the amount invoiced within thirty (30) days from the date of such invoice. Payment shall be considered made when payments have been received by APLL.

3.2 Surcharges. Customer shall pay all fuel, security or other surcharges (“**Surcharges**”) that may be imposed on APLL by law or by governmental agencies. Customer also agrees to pay Surcharges imposed on APLL by its providers, including its affiliates, provided that APLL uses commercially reasonable efforts to minimize Surcharges and APLL generally applies the Surcharges across its customer base.

3.3 Taxes. Customer agrees to pay, indemnify and hold APLL and its affiliates harmless from and against all sales, use, personal property, gross receipts, excise, franchise and business taxes (including any penalties, fines or interest thereon),

3.4 Payment Disputes. In the event Customer disputes any invoices or Fees(or any part thereof), Customer shall provide APLL with written notice of such dispute within thirty (30) days of receipt of such invoice specifying in reasonable detail the nature of and basis for such dispute and, to the extent reasonably available, providing copies of applicable documentation, if any, supporting Customer’s position. Customer waives all claims it may have with respect to such invoices that are not timely made in accordance with this Section 3.4. Customer shall, however, pay that portion of the invoice not in dispute. Customer further agrees that it will pay all Fees and charges that are invoiced and that are not expressly disputed without offset or counterclaim of any kind. Any suit initiated by either party with respect to a dispute related to the amount invoiced by or paid to APLL must be commenced by such party within 18 months of the date of the relevant invoice. Without prejudice to any other rights or remedies of APLL (whether expressly specified in this Agreement or otherwise), in the event that Customer fails to pay any invoice, Fees or other sums properly due under this Agreement on their due dates for payment, APLL shall be entitled to:

(a) on written notice, suspend performance of this Agreement (which may include the suspension of all or any services under this Agreement) until all sums owing have been paid in full; and/or

(b) charge interest on all sums due at one (1) per cent (1%) per month, or if such rate of interest is prohibited by local law (per EC Directive 2011/7/EU or otherwise), charge such rate of interest set under local law for commercial transactions, from the due date until payment (whether before or after judgment), such interest to accrue on a daily basis; and/or

(c) charge Customer all costs in connection with the collection of outstanding amounts (including fees and expenses of third party collection agents, attorneys’ fees and expenses, and court and arbitration fees and costs), with a minimum of 15% over the amount to be collected, or if such rate of interest is prohibited by local law, charge the maximum permitted rate of interest under local law; and/or

(d) terminate this Agreement immediately by giving written notice to Customer, provided that APLL first gives Customer thirty (30) days’ written notice requiring payment of the sum due and Customer has failed to make payment during such period.

3.5 Electronic Invoicing Payment Procedures. Customer and APLL may elect that Customer receive electronic invoices in the form of Electronic Data Interchange (“**EDI**”) acceptable to both parties. Customer may also agree to pay APLL or a bank designated by APLL, in an Electronic Funds Transfer process (“**EFT**”).

3.6 Fee Changes. APLL may, annually or upon a Changed Condition (as defined below), review the rates and charges set forth in any Incorporated Document and may propose revised rates and charges to take effect upon thirty (30) days written notice to Customer. Unless APLL receives written notice from Customer that it objects to such revised rates and charges during such thirty (30) day period, the revised rates and charges will become effective at the expiration of the thirty (30) day period. If APLL receives written notice from Customer that Customer rejects the revised rates and charges during the thirty (30) day notice period, Customer and APLL will work in good faith to agree upon mutually acceptable rates and charges. If the Parties are unable to agree upon revised rates and charges within thirty (30) days following APLL’s receipt of Customer’s rejection of the revised rates, APLL may immediately terminate this Agreement. In the event that APLL does not terminate this Agreement as set forth herein, this Agreement shall continue under the rates currently in effect. “**Changed Condition**” means (i) the enactment or promulgation of any new law or regulation or any change to any existing law or regulation occurring after the Effective Date or (ii) [other fundamental changes agreed to]. APLL shall not be responsible for any liability for failure to meet performance commitments due to a Changed Condition unless APLL specifically agrees in writing to the contrary

**ARTICLE IV. INSURANCE**

4.1 APLL Insurance Coverage . In addition to any insurance required to the Incorporated Documents, at all times during the term of this Agreement, APLL shall maintain, at its sole cost and expense, with a reputable and reliable insurer, the following insurance policies:

1. Commercial general liability insurance covering liability for bodily injury (including injury resulting in death) and loss of or damage to property, in an amount not less than $1,000,000 combined single limit per occurrence;.

1. Employers liability insurance with a minimum coverage limit of $500,000 each accident for bodily injury by accident, a $500,000 policy limit for bodily injury disease and a $500,000 limit each employee for bodily injury by;

1. Worker’s compensation insurance as required by applicable law in the territory in which the Services are provided; and

1. Auto Liability insurance covering owned, non-owned and hired vehicles with a combined single limit of $1,000,000 per occurrence; and

1. Freight/Warehousekeepers’ Liability insurance sufficient to cover APLL’s liability for physical loss and/or damage to Customer’s Products whilst in APLL’s care, custody and control.

4.2 Service Provider Minimum Insurance Requirements. In addition to any insurance required to the Incorporated Documents, APLL will require that, at all times during the term of this Agreement, Service Provider shall maintain, at its sole cost and expense, with a reputable and reliable insurer, the following insurance policies:

1. Commercial general liability insurance covering liability for bodily injury (including injury resulting in death) and loss of or damage to property, in an amount not less than $1,000,000 combined single limit per occurrence.

1. Worker’s compensation and employer’s liability insurance as required by applicable law; and

1. Auto Liability (where applicable) covering owned, non-owned and hired vehicles with a combined single limit of $1,000,000 per occurrence;

1. Freight and/or Warehousekeepers’ Liability insurance sufficient to cover Service Provider’s liability for physical loss and/or damage to Customer’s Products whilst in Service Provider’s care, custody and control; and

1. Any additional insurance requirements under any and all applicable [insert countries of operation] federal, state, provincial and local laws, regulations and rules.

4.3 For the avoidance of doubt neither APLL nor Service Provider shall be responsible for insuring Customer’s Products against loss and/or damage, this responsibility shall rest with Customer at its sole cost and expense.

**ARTICLE V. INDEMNIFICATION**

5.1 Indemnification. Each Party (“**Indemnitor**”) shall indemnify, defend and hold harmless the other Party, its subsidiaries and affiliated companies of each of them and their respective directors, officers, agents, and employees (individually “**Indemnitee**” and collectively “**Indemnitees**”), from and against any and all fines, loss, damage, injury, liability and claims for injury to or death of any person or for loss of or damage to property (including loss of use thereof) or for environmental contamination or pollution, including reasonable attorney’s fees relating to the foregoing, resulting from the Indemnitor’s negligent acts or omissions in the performance of such Party’s duties and responsibilities as specified in this Agreement. This indemnity shall not apply to an Indemnitee to the extent any liability is caused or contributed to by the negligent acts or omissions of such Indemnitee. Notwithstanding the foregoing or anything in the Agreement to the contrary, APLL shall have no indemnification obligation under this Section or under the Agreement arising out of or in connection with Customer’s goods, packages or property for which the Services are provided (collectively the “Products”), the liability for which is governed by Article VI hereunder.

5.2 Indemnification Notice. Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. The indemnitee will in any case cooperate fully with the indemnitor in the defense and will, at its expense, provide all relevant documents, witnesses and other assistance within its possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those acts, breaches, failures or omissions falling within the purview of the foregoing indemnities and which shall have occurred prior to such termination.

**Article VI. Limitation of Liability**

6.1 General Limitations. Except as specifically provided in a properly executed Incorporated Document, APLL’s maximum liability to Customer arising out of or related to loss or damage to Products shall not exceed APLL’s standard liability amounts which are as follows (the “APLL Standard Liability Limits”): (a) for Claims arising from Services occurring in APLL’s facilities or premises, including owned or leased property, [\_\_\_]; (b) for Claims arising from logistics Services, [\_\_\_]; and (c)[limitations for other specific services]. Customer and APLL agree that they have negotiated a reasonable limit of liability based on the value of the Products and the Parties’ respective business interests and rates charged. Customer may obtain additional protection in excess of the APLL Standard Liability Limits, up to the actual or declared value of the Products, shipment or transaction, by written request and payment of an additional charge prior to the provision of Services. Customer waives all rights of subrogation on behalf of its insurers for any loss or damage in excess of the APLL Standard Liability Limits set forth herein, or if applicable, such different limits of liability specified in a Schedule or SOW. Notwithstanding the foregoing, and except as provided in Section 7.3 below related to the subcontracting of APLL’s duties and obligations hereunder, APLL shall not be liable for delay, loss or damage of any kind which occurs while Products are in the care, custody or control of a third party unless otherwise provided in APLL’s transportation documents or an Incorporated Document. “Third party” as used herein includes, but is not limited to, carriers, warehouseman, forwarders, ocean transportation intermediaries, customs brokers, affiliates, brokers, or agents to which Products are entrusted for transportation, handling, delivery, and/or storage. All claims in connection with acts of a third party shall be brought against the third party. APLL shall reasonably cooperate with Customer regarding such claims.

6.2 Filing of Claims. Unless otherwise set forth in a properly executed Incorporated Document, or otherwise expressly required by applicable statute, international convention or other mandatory national law all claims against APLL for a potential or actual loss or damage to Products must be filed in writing within ninety (90) days from the date of shipment, or such claims are deemed waived, except that any claims filing requirements set forth in an APLL bill of lading, air way bill or other transportation document issued in conjunction with the Services shall apply for claims arising from loss or damage to related Products. Any litigation brought by Customer against APLL under this Agreement must be filed within twelve (12) months from the event giving rise to the claim, or such claims are deemed waived. No settlement will be made on any claim made by Customer until Customer has paid all outstanding Fees.

6.3 **Special or Consequential Damages. NOTWITHSTANDING ANY OTHER LIMITATION OF LIABILITY OR PROVISION GOVERNING CALCULATION OF DAMAGES UNDER THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY PERSON CLAIMING BY OR THROUGH THE OTHER PARTY, ANY SUCCESSOR IN INTEREST TO THE OTHER PARTY, OR ANY OTHER PERSON FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF BUSINESS OR LOSS OF PROFITS FOR ANY REASON WHATSOEVER WHETHER OR NOT THE LIKELIHOOD OR CERTAINTY OF SUCH DAMAGES WAS KNOWN OR SHOULD HAVE BEEN KNOWN TO SUCH PARTY**

**Article VII Miscellaneous**

7.1 Independent Contractor. This Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise or employment between the parties or their respective employees. Each party has sole authority and responsibility to employ, discharge, discipline and otherwise control and direct its employees, and neither Customer nor APLL, nor any of their employees, are or shall be deemed to be employees of the other. Customer and APLL agree to comply with all laws, rules, rulings, regulations, standards and ordinances applicable to them as such employers. Customer and APLL acknowledge and agree that each is an independent contractor whose operations are independent, separate, and apart from those of the other.

7.2 Amendments. This Agreement, the Incorporated Documents may only be amended by a writing specifically referencing this Agreement, which amendment has been executed by Customer and APLL.

7.3 Subcontracting. APLL may subcontract to a third party any of the services referred to herein, provided that in all cases, APLL shall be responsible for (i) all acts and omissions of such third party and such third party’s employees, representatives, agents or subcontractors and (ii) the negligent non-compliance with any applicable laws or regulations by the subcontractor or any of its employees, representatives, agents or subcontractors. Customer hereby authorizes and appoints APLL (including its successors or assigns) to share records referenced in 19 C.F.R., Parts 111 and 163, including any documents, data or information pertaining to the business of Customer, with its parent and any or all of its affiliates.

7.4 Assignment. Except as expressly set forth in this Agreement, neither party may assign its rights under this Agreement to any other person or entity without the prior written consent of the other; provided, however, that either party may assign the Agreement to an affiliate or a successor-in-interest upon notice to the other party but without that party’s consent.

7.5 Arbitration, Waiver of Trial by Jury and Limitations. If any dispute, controversy, or claim between the parties arises out of the interpretation of or performance under this Agreement, the parties agree to resolve such dispute, controversy, or claim exclusively as follows. The party claiming a dispute shall notify the other, in writing of such claim. For fifteen (15) days the managers from each party who have management responsibility for this Agreement shall try to resolve the dispute. If the managers do not resolve the dispute, then for fifteen (15) days, an executive level officer from each party shall try to resolve the dispute. If the executives do not resolve the dispute then the parties agree to refer it to and it be settled by binding arbitration by a single arbitrator agreed upon by the parties in accordance with the then prevailing Transportation Arbitration Board. Such arbitration shall take place in Phoenix, Arizona (or in such other location as Customer and APLL may agree to in writing). Each party shall equally bear and share the cost of the arbitration proceeding, and each of them shall pay its own costs and attorney’s fees; provided, however, that the arbitrator, in his/her sole discretion, may award costs and reasonable attorney’s fees to the prevailing party. The arbitration award shall be final and binding upon the parties. EACH PARTY HEREBY EXPRESSLY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY. The applicable statutes of limitations laws which would govern the time within which any such dispute may be filed with a proper court shall govern the time within which any such dispute may be submitted to arbitration as provided in this section.

7.6 Choice of Law. This Agreement, including its formation, application, performance, enforcement, the relationship between the parties, and any claims, demands, causes of action and disputes in any way arising out of or related to it, shall be governed, construed and interpreted under federal law and the substantive law of the State of Arizona, where applicable.

7.7 Records. APLL shall at all times keep accurate and complete books and records with regard to receipt, transfer, and other handling of Customer's Products (the “**Customer Files**”) and shall maintain the Customer Files for a period of at least two (2) years from the date of creation. Subject to maintaining the confidentiality of records of any customers other than Customer, Customer and its authorized representatives shall have the right, at its own cost and expense, to inspect and audit the Customer Files during normal business hours. Customer’s right to audit the Customer Files shall survive expiration or termination of this Agreement and shall terminate two (2) years after the creation of any such Customer File. Customer shall have the right to enter upon the Warehouse(s) during normal business hours for the purpose of inspecting Customer Products.

7.8 Confidentiality. During the performance of this Agreement or at any time within two (2) years after the termination or expiration of this Agreement, neither Customer nor APLL shall disclose to any other person or entity any of the procedures, practices, dealings or other information concerning the business, finances, transactions or affairs of Customer or APLL that is disclosed by Customer to APLL or by APLL to Customer, in whatever form or which constitutes a trade secret under applicable law, including any verbal or written information or other documentation (collectively, “**Confidential Information**”). Confidential Information includes, without limitation, information concerning rates, charges, origins, destinations, products and sales or marketing information relating to a shipment. The provisions of this section shall not apply to:

1. information already in the possession of the receiving party as of the time of the disclosure that was not given to the receiving party under a then-existing obligation of confidentiality,

1. information developed independently by the receiving party without reference to, or use of, any Confidential Information;

1. information obtained by the receiving party without any obligation of confidentiality to the disclosing party,

1. information publicly available when received, or which thereafter becomes publicly available other than through any unauthorized disclosure by, through, or on behalf of, the receiving party, and/or

1. disclosures required by law.

7.9. Proprietary Information.

1. Customer expressly acknowledges that the entire right, title and/or license to any software and systems used by APLL, including, but not limited to all copyright, trade secret and other intellectual or proprietary rights, shall remain with APLL. Use of the software and systems in connection with performance under this Agreement shall in no way transfer rights, titles or licenses to Customer. Customer shall not disclose all or any portion of the software to any third party or entity and shall be responsible for any disclosures by its employees, former employees, agents and contractors.

1. Customer shall not and shall not attempt to (i) alter, modify or adapt the software, including but not limited to translating, decompiling, reverse engineering or creating derivative works; (ii) copy the software; (iii) license, assign or transfer the software or its documentation or any derivative work or copies; (iv) use the software other than as contemplated by this Agreement.

7.9 Non-solicitation of APLL Employees. Customer shall not solicit for employment any employee of APLL during the term of this Agreement and for a period ending two (2) years after this Agreement has terminated without the written consent of the Chief Financial Officer or President of APLL. Customer acknowledges that violation of this provision would be harmful and damaging to APLL. If Customer hires an employee of APLL in violation of this section, Customer agrees to pay APLL an amount equal to five (5) times the annual salary of such employee so hired.

7.10 C-TPAT Participation and Import/Export Rules.

1. APLL participates in the Customs-Trade Partnership Against Terrorism (“C-TPAT”) program. APLL’s C-TPAT status may be verified electronically with SVI number []. APLL encourages customer to participate in the C-TPAT program. The parties shall observe the supply chain security guidelines prepared by U.S. Customs and Border Protection (“CBP”). Current C-TPAT security guidelines can be reviewed at: <https://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism/apply/security-criteria>

1. The Parties acknowledge and agree that all activities hereunder, including the export, reexport, import, transshipment, transfer, release, delivery, or pickup of all Products, as well as any software and technology provided to APLL by Customer or on behalf of Customer (“**Software and Technology**”), are subject to all applicable U.S. and non-U.S. laws, including any statutes, executive orders, regulations, governmental agency decisions, judicial decisions, or any other written decrees that have the force and effect of law in the country in question (collectively defined as “**Laws**” for purposes of this Section) governing the import and export of Goods, Software, and Technology, including, but not limited to, laws concerning exports and economic sanctions, and customs Laws, (collectively, “**Import and Export Laws**”).

1. Customer agrees:

(i) to act as the importer, exporter, or other principal party (as the case may be) under all Import and Export Laws;

(ii) that Customer is responsible for complying with all Import and Export Laws applicable to the export, re-export, import, transshipment, transfer, or release of any Goods, Software, and Technology from any country;

(iii) that Customer is solely responsible for (a) properly classifying under the Import and Export Laws all Goods, Software, and Technology; (b) obtaining any required licenses and other authorizations for export, re-export, import, transshipment, transfer, or release; (c) correctly completing and filing with any government, as appropriate, all documents required under the Import and Export Laws; and (d) ensuring that all export-related documents, including shipping and sales documents, generated in connection with the Services performed pursuant to this Agreement conform to and are maintained in accordance with the Import and Export Laws;

(iv) that Customer is solely responsible for providing accurate written instructions to APLL and the carrier in advance of any export, re-export, import, transshipment, transfer, release, delivery, pickup, or other activity in relation to any Goods, Software, and Technology, which instructions shall be in compliance with all Import and Export Laws and shall set forth all information required for APLL to comply with those Laws in connection with that export, reexport, transshipment, transfer, release, delivery, pickup, or other activity; and

(v) that, notwithstanding any other provision in this Agreement to the contrary, Customer will indemnify, defend, and hold harmless APLL and its Indemnitees from and against all Claims or investigations arising out of or in connection with: (a) Customer’s breach of this Section; (b) APLL’s or the carrier’s compliance with Customer’s instructions in the export, re-export, import, transshipment, transfer, release, delivery, pickup, or other activity in relation to any Goods, Software, and Technology; or (c) error on the part of any government official, including any person employed by, representing, or acting on behalf of any government agency in the United States or any other country, in connection with the export, re-export, import, transshipment, transfer, release, delivery, pickup, or other activity in relation to any Goods, Software, and Technology.

7.11 Communications. All communications between Customer and APLL regarding this Agreement or other related document or transaction will be conducted through Customer’s and APLL’s representatives as specified on the signature page to this Agreement, as set forth on any properly executed Incorporated Document, or such other person as Customer or APLL may notify the other of in writing from time to time.

7.12 Prior Communications; Entire Agreement. This Agreement supersedes any prior oral or written understanding or agreements or other communications between the parties with respect to the subject matter of this Agreement, including without limitation any agreement for truckload motor carriage; provided, however, that any currently effective confidentiality agreements, rate schedules and/or rate addenda between Customer and APLL will remain in effect and are incorporated into this Agreement by reference as if set forth herein, unless amended, terminated or contradicted by a provision of this Agreement or a schedule or addendum to this Agreement. This Agreement is signed without reliance upon any oral, written, express or implied representations, commitments, statements, promises or other inducements of any kind or nature made by any person or by Customer or APLL, or their agents, other than as expressly set forth in this Agreement. This Agreement and the documents referred to herein constitute the entire agreement of the parties regarding the subject matter of this Agreement.

7.13 Severability. If any term in this Agreement is found by a competent legal authority to be illegal or unenforceable in any respect, the validity and enforceability of the remainder of this Agreement will be unaffected.

7.14 Notice. All notices, requests, consents, approvals and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given or made when sent by certified mail, return receipt requested, all postage and other charges prepaid or overnight courier service addressed to the parties at their following respective addresses:

If to APLL:

Click here to enter text.

Click here to enter text.

Click here to enter text.

With copy to:

APL Logistics Americas, Ltd.

c/o: Chief Legal Officer, Americas

Click here to enter text.

Click here to enter text.

7.16 Waiver. An effective waiver under this Agreement must be specific, in writing, and signed by the party waiving its right. A waiver by Customer or APLL of any instance of the other’s noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

7.17 Further Assurances. Customer and APLL agree that they will take such actions, provide such documents, do such things and provide such further assurances as may reasonably be requested by the other in connection with and during the term of this Agreement.

7.18 Binding Agreement. This Agreement shall inure to the benefit of and be binding upon Customer and APLL and their respective heirs, administrators, successors, permitted assigns and legal representatives.

7.19 Force Majeure. Neither Customer nor APLL shall be liable to the other for any failure to perform under this Agreement or, in the case of APLL, for any loss and/or damage to Customer’s Products due to acts of God, war, fires, floods, explosions or other natural catastrophes, strikes, labor disputes, civil disturbances, riots, unusually severe weather such as tornadoes, or failures or fluctuations in electrical power, heat, light, air conditioning, telecommunications lines or equipment, failure in computer software, hardware or related materials, or similar circumstances, provided as to any failure of Customer to perform, the negligent act or omission of Customer does not contribute to any such failure to perform. In such event, the performance of Customer’s or APLL’s obligations shall be suspended during, but not longer than, the period of existence of such event and the period reasonably required to perform the obligations. In such event, Customer or APLL shall notify the other of such event and shall use reasonable efforts to minimize the consequences of such event.

7.20 Counterparts; Facsimile and Scanned Signatures. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties. A signature to this Agreement or a Schedule delivered by telecopy, scan, email or other artificial means shall be deemed valid and enforceable.

This Agreement constitutes the entire agreement and understanding of the parties as to the subject matter of the Agreement and supersedes all prior or contemporaneous agreements or understandings of the parties.

| **APL Logistics, Ltd.** | |  | **<<[contract.getCounterpartyCompanyName()]>>** | |
| --- | --- | --- | --- | --- |
| **Signature:** | {{Sig\_es\_:signer2:signature}} |  | **Signature:** | {{Sig\_es\_:signer1:signature}} |
| **Name:** | {{N\_es\_:signer2:fullname}} |  | **Name:** | {{N\_es\_:signer1:fullname}} |
| **Title:** | {{\*Ttl\_es\_: signer2:title}} |  | **Title:** | {{\*Ttl\_es\_: signer1:title}} |

**SERVICES SCHEDULES**

**SERVICES**

**TBD**

**SOW**

**TBD**