

To request a User ID and Password to access Expeditors on-line Ocean Tariff, please fill out the following form and remit with payment (make checks payable to Expeditors International of Washington, Inc.) to:

**Ocean Tariff Administrator**

Expeditors International of Washington, Inc.  
1015 Third Avenue, 12th Floor  
Seattle, WA 98104

Contact Name\*: \_\_\_\_\_

Company Name\*: \_\_\_\_\_

Mailing Address\*: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone\*: (\_\_\_\_) \_\_\_\_\_ Fax\*: (\_\_\_\_) \_\_\_\_\_

E-Mail\*: \_\_\_\_\_

Web Address: \_\_\_\_\_

("\*" indicates required information)

**Usage Subscription Plan:**

Initial Hook Up Fee: \$500

Usage Access Fee: Rate Per Minute: \$1, subject to a minimum of \$250/Month

**Important Notice:**

Monthly usage in excess of the minimum charge is billed at the end of each month. Payment must be received within 30 days or usage access will be terminated.

**Access & License Agreement**

The information on Expeditors' on-line Ocean Tariff (Tariff) is available only by subscription, and cannot be viewed, displayed, reproduced, copied or distributed or otherwise used by any individual (User) in any manner except in accordance with this Access and License Agreement (Agreement). A User's request to Expeditors for access to Expeditors' on-line ocean tariff, and receipt from Expeditors of a User ID and password, is a licensed use of Expeditors' proprietary on-line ocean tariff system and software. User's access and use of Expeditors' on-line ocean tariff is subject to this Agreement as set forth below, including payment of the access fee.

**Terms and Conditions**

**1. License and Restrictions.** Expeditors' Tariff is offered to the User conditioned on the User's acceptance without exception of the terms and conditions of this Agreement. In consideration of the access fee and User's agreement to these terms and conditions, Expeditors hereby grants to the User a non-exclusive, non-transferable,

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right for the User to electronically access the Tariff through Expeditors' tariff retrieval system, and to retrieve and use information, in accordance with the terms and conditions of this Agreement. Only one individual, specified below, may access the Tariff using the User name or password assigned to such User, and the User may not provide, authorize use by another of, disclose, or otherwise transfer, a User name and password to any other individual, unless Expeditors has in writing agreed to a modification of this license, and the User has paid an additional access fee for each additional individual User. From time to time, Expeditors may prescribe rules of operation and security for the Tariff, and User agrees to comply with these rules, and further agrees to safeguard its facilities so as to prevent unauthorized use of Expeditors' tariff retrieval system and software, and circumvention of Expeditors' right to assess a reasonable charge for access to the Tariff.

**2. Copyright, Ownership and Reproduction Restrictions.** The Tariff and all of Expeditors' software and revisions thereof used in the preparation, retention, manipulation and display of the Tariff are the proprietary products of Expeditors and are protected by United States copyright law and international treaty provisions. A User may not disclose, publish, redistribute, display or otherwise make available to others the Tariff or any part thereof. All of Expeditors' information and software used for the Tariff, including without limitation, all Tariff data, software, including (without limitation) HTML code, object and source code, and related digital items are owned by Expeditors, and any reproduction, redistribution or other unauthorized use of the software, tariff data or any of the information contained in or related to Expeditors' Tariff is expressly prohibited. In addition to and not in limitation of any right or remedy which may otherwise be available to Expeditors, violation of these terms will result in immediate cancellation of User's access to the Tariff.

**3. Term.** This Agreement is effective upon request to Expeditors for a User ID and password, and payment to Expeditors in accordance with Expeditors' fee schedule, and this Agreement shall be effective for a term of one year. Either party may terminate this Agreement with thirty days written notice; however, payment of a User's fee shall be non-refundable. Expeditors may terminate this Agreement upon written notice to User if (a) User fails to pay any access fee invoice, (b) any legislative, administrative or judicial authority imposes restrictions or conditions that materially change the nature or extent of the data in the Tariff subject to this Agreement, (c) bankruptcy, insolvency, dissolution or receivership proceedings are filed by or against the User, or (d) User breaches the terms of this Agreement.

**4. No Warranty.** EXPEDITORS MAKES NO WARRANTY REGARDING THE TARIFF, THE INFORMATION PROVIDED IN THE TARIFF, OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, OR WARRANTY AGAINST NONINFRINGEMENT.

**5. Limitations of Liability.** Expeditors shall not be liable for any special, incidental, indirect, or consequential damages, (including, but not limited to, damages for loss to or destruction of computer code, data or information, loss of business profits, business interruption, loss of business information, or any other pecuniary losses or damages) arising from the installation, use, operation of, or inability to use the Tariff and its related software, even if Expeditors has been advised of the possibility of such damages. The User accesses and uses the Tariff at its own risk. To the fullest extent allowed by applicable law, Expeditors' entire liability, and User's sole and exclusive monetary remedy for any claims or demands, whether founded on contract, warranty, strict liability, tort, or any other legal theory, arising from installation, use, operation of, or inability to use the Tariff and its software, shall be limited to an amount not exceeding the fee User paid for access to the Tariff. Expeditors does not accept any responsibility for the performance of any electronic or internet communication between the User and the Tariff

**6. Legal and Regulatory Requirements.** Expeditors' performance of this Agreement is subject to existing legal and regulatory requirements, and nothing in this Agreement shall affect Expeditors' compliance with such

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requirements, including the obligation to comply with requests by agencies and authorities with jurisdiction over the Tariff and any uses thereof.

**7. Choice of Law/Forum.** The parties agree that this Agreement shall be subject to, and the rights and obligations of the parties hereto construed in accordance with, the laws of the State of Washington, and the User hereby agrees to the exclusive jurisdiction and venue of courts in the State of Washington in all disputes relating to User's access and use of the Tariff. Access and use of the Tariff is unauthorized in any jurisdiction that does not give effect to this choice of law and forum.

**8. Entire Agreement/Non-Assignment.** This Agreement is the entire agreement between the User and Expeditors regarding access and use of the Tariff, and supersedes any prior agreements between User and Expeditors. This Agreement may not be assigned without the written consent of both parties.

By: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name & title)

\_\_\_\_\_  
(Company name)

\_\_\_\_\_  
(Company Address)

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