

**FEDEX BONUS WEIGHT ENVELOPE PROGRAM ADDENDUM
FOR
FEDEX AUTHORIZED SHIP CENTERS®**

_____ (“Customer”) and FEDERAL EXPRESS CORPORATION (“FedEx”) agree to enter into this Addendum subject to the following terms and conditions.

RECITALS

- A. FedEx is extending the Bonus Weight Envelope Pricing Program (“Program”) to approved U.S.-based contract customers (U.S.-based payor accounts) to permit said customers to tender FedEx Envelopes weighing greater than 8 ounces at their current express envelope transportation rates. Services available include U.S. domestic FedEx First Overnight*, FedEx Priority Overnight, and FedEx Standard Overnight as well as U.S. export FedEx International Priority and FedEx International First Services*. No Puerto Rico-based accounts are eligible for Bonus Weight Envelope. No Puerto Rico outbound shipments or intra-Puerto Rico shipments are eligible for Bonus Weight Envelope. (* *Non-discounted service*)
- B. The structural integrity of the FedEx Envelope (order #s 155475 and 155476) has been found to perform satisfactorily when the total document weight does not exceed 1.5 pounds (approximately 135 sheets of 8.5" x 11" paper).

AGREEMENT

- 1. Customer may tender FedEx Envelopes weighing greater than 8 ounces at their current express envelope transportation rates. Accordingly, the terms of this Addendum supersede the 8-ounce weight restriction as set forth in the FedEx Service Guide and on the FedEx Envelope. All other restrictions follow the current service guide for each of the above services.
- 2. Customer acknowledges and agrees that the FedEx Envelope is designed primarily for paper documents and the FedEx Envelope may not be modified to hold more documents than it is designed to hold, as determined by FedEx, or to accept contents of varying shapes or sizes.
- 3. Customer agrees that FedEx shall not be liable for damages of any kind resulting from Customer’s overpacking or modification of the FedEx Envelope. FedEx reserves the right to repack a FedEx Envelope if, in its sole discretion, FedEx determines that Customer has overpacked the envelope and that the structural integrity of the packaging has been, or may be, compromised. When FedEx repackages an overpacked envelope into other packaging, this Program will not apply, and FedEx will charge a higher rate based on the weight of the repackaged shipment.
- 4. This Program will be supported by the following automation solutions: FedEx Ship Manager at FedEx.com, FedEx Ship Manager API 640, FedEx PowerShip (Cafe2080), FedEx Ship Manager Server560, FedEx Ship Manager QuickShip, or future releases of these systems/software or other future automation systems that may be approved by FedEx to support the Program. In addition, FedEx has provided FedEx-authorized third-party vendors with the information necessary to support Bonus Weight Envelope on their respective POS systems. This Program does not apply to FedEx Envelopes tendered using other shipping systems including FedEx PowerShip2, FedEx

PowerShip3, FedEx Passport, Passport, FedEx Ship for Windows, FedEx Ship for Mac, and PRO. Prior to February 4, 2002, this Program will also apply to shipments tendered to FedEx using manually completed airbills and air waybills. Customer agrees to meet this automation requirement and to tender FedEx Envelopes on an approved automation solution in order to remain eligible for the Bonus Weight Envelope Program after February 3, 2002. FedEx reserves the right to terminate the Bonus Weight Envelope Program if Customer fails to comply with automation standards as outlined by FedEx.

5. FedEx may modify or terminate this Addendum at any time upon giving Customer written notice.
6. Customer may not assign its rights or delegate its duties under this Addendum without prior written consent from FedEx.
7. Except as provided in this Addendum, all terms and provisions of the Pricing Program Agreement for FedEx Express transportation services, including the documents incorporated therein by reference and the Warsaw Convention, if applicable, remain unchanged.
8. Bonus Weight Envelope is effective on October 1, 2001. This will remain in effect through the current contract period, which is hereby extended until February 3, 2002.
9. This Addendum has been pre-signed by FedEx. Shipment by Customer of FedEx Envelopes weighing more than 8 ounces after October 1, 2001, constitutes acceptance of this Addendum.

FEDERAL EXPRESS CORPORATION

By its agent

FEDEX Corporate Services, Inc. ("FedEx")

("Customer")

Name: Gurn H. Freeman

Name: _____

Signature: 

Signature: _____

Title: Director, Retail Sales

Title: _____

Date: September 25, 2001

Date: _____

Employee No.: 18974