

ATTO SOLUTIONS, LLC.
EXPRESS TRANSPORTATION SERVICES AGREEMENT
AND TERMS AND CONDITIONS

The following Terms and Conditions govern the use of services provided by ATTO SOLUTIONS, LLC (Hereinafter, "ATTO") and its freight partners. By agreeing to these Terms and Conditions YOU SIGNIFY YOUR ASSENT TO BOTH THESE TERMS AND CONDITIONS AND THE TERMS OR ATTO'S PRIVACY POLICY AS WELL AS THE TERMS AND CONDITIONS OF THE FREIGHT COMPANY WITH WHOM ATTO CONTRACTS TO PROVIDE SERVICE, namely, DHL and FedEx. Terms and Conditions for carriers can be found on their respective web sites and as links to carrier in ATTO Solutions web site.

RECITALS

WHEREAS, ATTO provides small parcel automation services which include a small parcel discount program to End Users interested in saving money on shipping.

WHEREAS, ATTO is not a shipping company and has contracted with various freight service providers to offer shipping and delivery services for its customers.

WHEREAS, all shipments are handled by a 3rd party company as selected by the End User through an ATTO web site or the End User's back office portal.

WHEREAS, each End User acknowledges that ATTO is a service provider ONLY that makes available reduced shipping rates through various freight carriers. ATTO will assign an account number to each End User and collect all payments for shipments, then pay carrier for said shipments.

WHEREAS, ATTO has contracted with DHL EXPRESS (USA), INC. ("DHL") and Federal Express ("FedEx") to provide its customers with expedited ground and air express services for documents and/or packages or freight to be sent to various locations around the world and for domestic door-to-door air and ground express services for documents and/or packages or freight to be sent to various locations throughout the United States, and abroad.

WHEREAS, ATTO desires to offer its customers express transportation services based upon all the terms and conditions described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1.

DEFINITIONS

1. **"ATTO," "our," "us," and "we"** refer to ATTO Solutions, LLC, which conducts business as ATTO, and its officers, employees, and agents (but does not include cartage agents).
2. **"ATTO Customers."** End Users and End User Customers that use transportation services through ATTO.
3. **"Chargeable weight."** Chargeable weight means the greater of actual or dimensional weight. For all rating purposes, "length" is the longest side of any package or object.
4. **"Customer," "Sender," or "Shipper."** The person whose name is listed on the air or ground waybill as the sender.
5. **"Freight."** Any single piece or skid with a chargeable weight greater than 150 lbs. Any fraction of a pound takes the next-higher rate.
6. **"Overcharge."** A charge based on an incorrect rate; an incorrect special handling fee; billing a service other than the service selected for the package; billing based on incorrect package or shipment weight;

billing to the wrong account number; or any other billing, unrelated to a service failure, that results in an incorrect charge.

7. **“Package.”** Any single parcel or piece with a chargeable weight of 150 lbs. or less. Any fraction of a pound takes the next-higher rate.
8. **“Proprietary Information.”** Confidential and proprietary commercial or financial information of a party, DHL, FedEx, or ATTO including any pattern, device, or compilation of information, which is developed by a party, DHL, FedEx, or ATTO used in that party’s business, or the business of DHL, FedEx, or ATTO, and which gives that party, DHL, FedEx, or ATTO an advantage over competitors who do not know or use it.
9. **“Recipient” or “Consignee.”** The person whose name is listed on the air or ground waybill as the recipient.
10. **“Reroute.”** To deliver a shipment to an address different from that specified on the air or ground waybill, and includes a change: (1) from one street address to another in the same city and state.
11. **“Services of DHL.”** Express transportation services, provided by DHL, as described above in the Recitals to this Agreement, through its agreement with ATTO.
12. **“Services of FedEx.”** Express transportation services, provided by FedEx, as described above in the Recitals to this Agreement, through its agreement with ATTO.
13. **“Shipment.”** All documents or parcels that travel under one waybill and may be carried by any means ATTO Solutions selects (including air, road, or any other carrier transportation means).
14. **“Trade Secrets.”** Shall include, with out limitation, customer lists, data bases, programs, software, hardware configurations, routing, scheduling and transit information, market studies, rate schedules, price lists, suppliers lists and financial and statistical data.
15. **“Transportation charges.”** Amounts assessed for movement of a shipment and do not include any other fees or charges that may be assessed under the ATTO Service Guide, such as (but not limited to) declared-value charges, special handling fees, customs duties and taxes, and surcharges.
16. **“Waybill.”** Any label received by ATTO Solutions automated systems that is passed to Shipper (including air waybill or consignment note).
17. **“You” or “your.”** The shipper/sender, recipient, and their agents, servants, employees, and any other person or entity having or claiming an interest in a shipment.

Section 2. SERVICES

1. End user agrees to purchase from ATTO Express and Ground transportation services provided through DHL Express and FedEx. Shipments will originate at locations that DHL and FedEx regularly provide collection services or End user’s location of business with its own personnel and will be delivered to any destination regularly serviced by their designated agents. End User shall ensure the accuracy of the waybill for each shipment made for End User’s Customers and shall provide Freight Company with such completed waybill at the time of shipment.
2. Shipments will originate at locations that DHL and FedEx regularly provides collection services with its own personnel and will be delivered to any destination regularly serviced by DHL and FedEx or its designated agents. End User shall accurately complete DHL’s and FedEx’s waybill for each shipment made and shall provide DHL and FedEx with such completed waybill at the time of shipment.
3. The parties acknowledge and understand ATTO will use the data collected from invoicing from DHL and FedEx for ATTO Customers to audit for pricing errors and will confirm the carrier billed each

shipment correctly. End User understands that ATTO will not use the data collected from invoicing from DHL and FedEx for other disputed amounts including, but not limited to, service failures, lost or damaged shipments, or shipment value protection claims. ATTO and/or ATTO Customers may claim service failures, lost or damaged shipments, or shipment protection claims individually by working directly with DHL or FedEx.

Section 3.

RATES

1. Domestic rates. End User will select carrier and service type for any given shipment, ATTO will provide End User a quote, once accepted and End User's account is confirmed or freight is paid ATTO will send a shipping label for End User to print and adhere to package. Rates are subject to change at any time. ATTO guarantees to offer discounted rates below DHL and FedEx rack or retail rates. If ATTO identifies additional fees assessed in its invoice from carrier relating to any End Users shipments, ATTO will bill or charge End User for said fee(s) assessed by carrier including but not limited to residential deliveries, Saturday delivery, changes in fuel surcharges, variance in size and weight between actual and quoted weights and package size, and other assessorial fees that may be charged ATTO by DHL or FedEx.
2. Residential Pick Ups and Deliveries. Per carriers terms and conditions any package that is sent to a resident may be "at ATTO's discretion" assessed a residential delivery fee. ATTO reserves the right to increase rates to End User, or terminate this Agreement, at the discretion of ATTO in the event DHL or FedEx disallows, or increases rates to ATTO for residential pick ups and deliveries under its agreement with ATTO.
3. Size and Weight. DHL and FedEx will move shipments within the scope of their published size and weight limits. Shipments outside DHL's or FedEx's published size and weight limits may be accepted by DHL or FedEx on a case-by-case basis and will be rated at the time of shipment.
4. Fuel Surcharge. These rates DO NOT include a Fuel Surcharge ("FSC"). End user and End user's Customers will be charged FSC in addition to the rates. The percentage of FSC is published by DHL and FedEx on their websites and will apply as of the time the shipment is tendered.
5. Assessorial Fees. In addition to the rates herein and FSC, other Assessorial Fees may be applied to the shipment due to pick up or delivery requirements, commodity type, size and weight outside the DHL and FedEx published limits, dimensional weight, waybill errors or other shipments variations. The Assessorial Fees may be updated, added to, or otherwise supplemented from time to time and will apply to the shipment as of the time it was tendered.
6. End User agrees to explicitly abide by the terms and conditions of DHL and FedEx.

Section 4.

RATE REVIEW

1. All rates are quoted to the End user. ATTO will send a shipping label from the selected carrier. Rates are subject to change at any time. ATTO guarantees to offer discounted rates below DHL and FedEx rack or retail rates. End users may be charged extra for residential deliveries, Saturday delivers, changes in fuel surcharges, variance in size and weight between actual and quoted weights and package size, and other assessorial fees that may be charged ATTO by DHL or FedEx.
2. The Rates may be increased at any time:
 1. If new or revised governmental taxes are imposed upon transportation, or

2. Due to significant changes in End user's shipping profile, or
3. If ATTO incurs additional costs in servicing End user's accounts, or
4. If DHL or FedEx imposes additional costs on ATTO either to all of ATTO's Customers or to End user or End user's Customers individually.

Section 5.

1. End user may not offer ATTO's or the Services of DHL or FedEx, as described in this Agreement to the public.

END USER'S OBLIGATIONS

6.1 End user shall be solely responsible for the following:

1. Correctly reflecting product weights and dimensions for shipping purposes as defined by DHL and FedEx as reflected on their respective corporate web sites;
2. Accurately fulfilling on purchases made by End user's Customers in a manner defined by DHL and FedEx as reflected on their respective corporate web sites;
3. Voiding any cancelled shipments in a manner as defined by DHL and FedEx as reflected on their respective corporate web sites;
4. Remaining current, as defined in Section 14 of this Agreement, regarding payments by End User to ATTO;
5. Any on-forwarding or in-forwarding costs for either pick up or delivery;
6. Any Assessorial Fees assessed by carrier. These fees may be changed and new fees may be added without advance notice.
7. Ensuring that commodities listed as unacceptable on the DHL or FedEx waybill or listed as unacceptable on DHL's or FedEx's website are not tendered or accepted for shipment pursuant to this Agreement;
8. Ensuring all End user Customers agree to comply with the DHL and FedEx Terms and Conditions.
9. All duties, taxes and other charges related to international shipments in addition to the transit charges;
10. Handling all disputes, of any nature whatsoever with End User's shipments;
11. Furnish at it's expense all personnel, facilities, and equipment necessary to perform its obligations under this Agreement.

Section 7

PROPRIETARY INFORMATION AND TRADE SECRETS

7.1 ATTO and End User agree to keep confidential all Proprietary Information and Trade Secrets of the other party. End User agrees to keep confidential all Proprietary Information and Trade Secrets of DHL, FedEx, and ATTO as acquired through this Agreement.

7.2 Use of Proprietary Information and Trade Secrets. Each party agrees not to use any Proprietary Information or Trade Secrets disclosed by the other party for any purpose except as outlined in this Agreement. Each party agrees not to disclose any Proprietary Information or Trade Secrets received from the other party to third parties or to employees of the recipient, except to those employees or third parties who are required to have the Confidential Information in connection with the purposes contemplated hereby.

7.3 No Warranty. All Proprietary Information and Trade Secrets, including those of DHL, FedEx, and ATTO, is provided "as is". Neither party makes any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.

7.4 Ownership. All documents and other tangible objects containing or representing Proprietary Information or

Trade Secrets of a disclosing party, DHL, FedEx, or ATTO and all copies thereof which are in the possession of a recipient shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party, DHL, FedEx, or ATTO upon the disclosing party's, DHL's, FedEx's, or ATTO's request, unless the retention of such Proprietary Information or Trade Secret is required in connection with any performance or usage under this Agreement.

Section 8

CLAIMS; INDEMNITY

8.1 End user agrees to indemnify, defend, and hold ATTO harmless from and against all claims, demands, actions, suits, proceedings, judgments and awards, including, but not limited to, those relating to personal injuries, death and damages to property (including reasonable court costs and attorneys' fees expended therein) asserted, instituted, or recovered by any third party against ATTO, arising out of any negligent act or omission of DHL or FedEx or End User or End user Customers in the conduct of its own activities or the conduct of activities on behalf of ATTO and/or DHL/FedEx, and/or arising out of End User's and/or End User Customer's violation of any provision of this Agreement, except to the extent caused by the negligence or willful misconduct of ATTO.

8.2 End User agrees to work directly with DHL or FedEx to resolve issues concerning service failure claims, lost and/or damaged goods claims, shipment value protection claims and /or other disputed items not pricing disputes by End User or End User Customers. End User further agrees to indemnify ATTO, as described above in this Section, against all claims, demands, suits, actions or proceedings of any third party for service failure claims, lost and/or damaged goods claims, shipment value protection claims and/or other disputed items not pricing disputes of End User or End User Customers arising out of End User's and/or End User Customer's use of the Services of DHL or FedEx.

Section 9

EMERGENCY SITUATIONS

9.1 In the event DHL or FedEx determines that an emergency situation that could not have been reasonably anticipated at the time of the preparation of this Agreement and/or the agreement between DHL or FedEx and ATTO, ATTO reserves the right to apply temporary surcharges. ATTO may apply temporary surcharges only if and when, and for the duration of, the time DHL or FedEx applies these temporary surcharges to ATTO. Temporary surcharges will be in addition to the Rates herein. ATTO will provide ten (10) days notice to End User of any pending emergency situation from DHL or FedEx requiring a surcharge.

Section 10

PAYMENT

10.1 End user agrees to pay for all shipping charges by credit card. A credit card must be on file with ATTO at all times. If an End User's card is declined for any reason, the End User will have three (3) business days to make all payments current. Should the End User fail to make full restitution within three (3) business days, ATTO will freeze the End User's use of DHL and FedEx through ATTO. Failure to make all shipping payments current within thirty (30) days will be grounds for cancellation of the End User ATTO account. ATTO will continue to collect payment and any associated charges until all payments are satisfied.

10.2 All pricing disputes shall be made to ATTO in writing within ninety (90) days of shipment. In the event that ATTO is able to negotiate a price dispute with the shipper, the End User will receive a credit to their ATTO account.

10.3 Service Failure Claims (SFCs) End User will work with carrier requesting credit for any package delivered late. If carrier provides End User credit for a shipment End User may request to ATTO for credit in writing, Once ATTO confirms the carrier credit ATTO will credit or refund the same amount to End User within 30 days of said request. End User agrees to indemnify ATTO against all claims, demands, suites, actions, or proceedings for any shipment. This indemnification applies to the End User and it's customers.

10.4 Other Disputed Items. End User will work with carrier first to resolve any issue then secondly with ATTO all decisions will be in accordance with DHL and FedEx collection procedures to resolve disputed items related to service failure claims, lost and/or damaged shipments, shipment value protection claims and/or other disputed items not pricing disputes. End User will not deduct from payments to ATTO disputed items relating to service failure claims,

lost or damaged shipments, shipment value protection claims, or other disputed items.

Section 11

LIMITATION OF LIABILITY

11.1 ATTO, DHL, AND FEDEX SHALL IN NO CASE BE LIABLE FOR ANY LOSS, DAMAGE, DELAY, MISDELIVERY, OR NONDELIVERY BEYOND THE LIMITATIONS SPECIFIED IN DHL'S AND FEDEX'S TERMS AND CONDITIONS OF CARRIAGE, AND/OR TERMS AND CONDITIONS OF SERVICE, AND THE TERMS AND CONDITIONS CONTAINED ON ANY DHL WAYBILL ACCOMPANYING ANY SHIPMENT TRANSPORTED BY DHL OR FEDEX FOR END USER OR END USER CUSTOMERS. END USER ITSELF, AND ON BEHALF OF END USER CUSTOMERS, AGREES TO BE BOUND BY DHL'S AND FEDEX'S TERMS AND CONDITIONS OF CARRIAGE, AND TERMS AND CONDITIONS OF SERVICE.

11.2 Notices. All notices, requests and other communications under this Agreement will be in writing and will be deemed given (a) on the business day sent, when delivered by hand, facsimile transmission (with confirmation) or electronic mail (without receiving a notice of non-delivery) during normal business hours, (b) on the business day following the business day of sending, if delivered by nationally recognized overnight courier, or (c) on the third business day following the business day of sending, if mailed by registered or certified mail return receipt requested, in each case to such party at its address (or number) set forth on the signature page hereof or such other address (or number) as the party may specify by notice to the other parties hereto.

11.3 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, all valid provisions that are severable from the invalid provision shall remain in full force and effect.

When registering for ATTO SOLUTIONS's services you, as "Shipper", are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment that the Terms and Conditions shall apply from the time that ATTO SOLUTIONS accepts the Shipment unless otherwise agreed in writing by an authorized officer of ATTO SOLUTIONS. Your statutory rights and entitlements under any defined service feature (for which additional payment has been made) are not affected.

By clicking on the 'agree' button, you agree to all aspects of this agreement in its entirety.