



AUTHORIZATION AND ACKNOWLEDGEMENT

The undersigned ("Customer") has entered into a contract with the service provider identified below ("Service Provider") whereby Service Provider is obligated: \_\_\_ to receive invoices from one or more FedEx operating companies (collectively "FedEx") or \_\_\_ receive and pay invoices from FedEx or \_\_\_ pay such invoices from FedEx on Customer's behalf.

Customer hereby authorizes FedEx to (i) provide to Service Provider account information pertaining to Customer, as necessary to carry out the aforementioned purpose, (ii) submit invoices for Customer to Service Provider and (iii) accept payments from Service Provider on Customer's behalf. The foregoing activities of FedEx under (i), (ii) and (iii) are referred to herein as "Account Activities". Depending on the arrangement between Service Provider and Customer, Service Provider may not actually engage in all of the foregoing. To the extent that Service Provider engages in any Account Activities for which Customer has not authorized Service Provider, Customer acknowledges and agrees that FedEx is not responsible for such unauthorized Account Activities by Service Provider, and, subject to termination of this Authorization and Acknowledgement by Customer as provided below, FedEx shall have the right to rely on Service Provider's representations of authority. Customer releases FedEx and its shareholders, directors, officers and employees ("FedEx Parties") from any claims related to Account Activities.

Customer acknowledges and represents that FedEx will not be obligated at any time to pay any fees to Service Provider. Customer shall defend, indemnify and hold harmless the FedEx Parties against any claims by Service Provider for any fees.

FedEx is under no obligation to engage in Account Activities with Service Provider. To the extent FedEx engages in Account Activities with Service Provider, FedEx shall have the unlimited right to cease engaging in any Account Activities with Service Provider at any time without notice. Without limiting the foregoing, FedEx's engaging in Account Activities with Service Provider is subject to such conditions as FedEx may require in its discretion, including but not limited to the agreement by Service Provider to certain terms and conditions related to the use and disclosure of information.

Customer shall remain fully responsible to FedEx for payment of any fees for goods or services provided by FedEx. Without limiting the foregoing, Service Provider's failure to completely and correctly remit fees or to completely and correctly inform Customer of invoices, shall not excuse Customer of its obligation to pay for goods and services provided by FedEx. Customer shall defend, indemnify and hold harmless FedEx against any damages, claims, suits, liabilities, losses or expenses arising from Service Provider's actions or omissions related to the purpose described above. Customer shall have no right to recover from FedEx any amounts paid by Service Provider to FedEx.

Customer shall have the right to terminate the authorization of FedEx to engage in Account Activities concerning Customer with Service Provider upon 30 days written notice to the following address (or such other address as FedEx may provide by written instruction): 3875 Airways Blvd. Module H 3, Memphis, TN 38116, attention: Manager, Electronic Revenue Support. Any such termination of authorization shall in no event terminate any release or indemnity hereunder, notwithstanding anything to the contrary in such notice.

Customer acknowledges and agrees that FedEx's cooperation with Customer concerning the purpose described herein constitutes sufficient consideration for this Authorization and Acknowledgement to constitute a binding agreement of Customer, legally enforceable by FedEx. To signify this understanding and commitment of Customer, Customer has caused its authorized representative to execute this Authorization and Acknowledgement effective as of the date below.

This Authorization will expire on \_\_\_\_\_ (if Authorization will be effective until termination, please insert N/A)

Customer: \_\_\_\_\_

Service Provider: \_\_\_\_\_

By: \_\_\_\_\_  
[signature required]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

\_\_\_\_\_

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

Phone / Email: \_\_\_\_\_