



10841 N Ambassador Dr.  
Kansas City, MO 64153

# Order Form

Date

**Terms and Conditions:** The agreement is for **months** of service. The term for Parcel Audit Service and Intelligence Platform begins on the date of this order form. The term for Carrier Contract Engineering begins on the date of Scarbrough's first invoice for the contract engineering service. At the end of the term, the agreement will automatically renew annually unless notified by either party **days** prior to the expiration date of intent to terminate.

	Description of Service	Fee
	<b>Parcel Audit Service</b> - including auditing of billing and delivery data, to verify addresses and accuracy, to request refunds from your carriers and filing claims for lost or damaged packages.	of monthly credits received from the carriers
	<b>Intelligence Platform</b> - Scarbrough shall grant Client access to a web-based platform containing data, reports, dashboards, and analytics around Client's carrier information (the "SaaS Services").	Annual Subscription
	<b>Carrier Contract Engineering</b> - Assist in the carrier contract negotiation and maintenance process. This process includes collecting and analyzing Client's current shipping data; pricing and carrier contracts; establishing negotiation parameters; preparing request for proposals to carriers; analyzing the carrier's responses to the request for proposal; and preparing Client to negotiate pricing, terms and conditions with the carriers.	of monthly savings

This Services Schedule is incorporated by this reference into that certain Master Services Agreement (the "Agreement") located at <https://www.scarbrough-intl.com/msa/> between the Parties, and supersedes and replaces any prior Services Schedule for Parcel Audit Services that pertains to the Agreement.

**SCARBROUGH INTERNATIONAL LTD**

Client

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**phone:** 800.903.3073 | **email:** info@scarbrough-intl.com | **web:** scarbrough-intl.com

Scarbrough International | 10841 N Ambassador Dr. | Kansas City, KS 64153

# Services Schedule

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## Parcel Audit Service

Scarborough compiles the results of Client's parcel audit analysis into reports which Client can access monthly. Client agrees that Client(s) will (i) authorize Scarborough to receive copies of carrier information (electronically or otherwise); and (ii) agrees to provide client information to Scarborough, for the purpose of providing the Services. Client further agrees that Scarborough will exclusively be responsible for requesting refunds and filing claims as described herein.

- Client retains Scarborough as its exclusive provider for the Services during the term.
- All Carrier refunds and credits due to invoice errors shall be deemed to be the result of Scarborough's Services.
- Scarborough works directly with the carriers to submit requests for all refunds/credits identified from the Services. We will provide access to our reporting which details the approved and received refunds for Clients. These reports shall only include refunds which have appeared as a credit or been issued by a carrier.
- Client is responsible for payment of Scarborough invoices, and shall pay such fees directly to Scarborough without delay or set off as provided in the Master Services Agreement.
- Carrier information means information generated by a carrier, including delivery date and time information, billing information, rates and discount information, and other information generated by the carrier. Carrier information excludes client information.
- Client information means information generated by Client concerning shipments made using a carrier, including information concerning delivery addressees, number of packages, designated delivery date, and customer feedback related to delivery.

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## Intelligence Platform

Client agrees that SaaS Services are purchased as user subscriptions and may be accessed by no more than five (5) users. Additional user subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional user subscriptions are added. Such additional user subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated users only and cannot be shared or used by more than one user concurrently.

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## Carrier Contract Engineering

- "Savings" means all shipping costs that are reduced, recouped, recovered, reinstated or realized by Client during the term of this Services Schedule.
- All improvements made to any of Client's contract(s) with carriers between the signature date on this Services Schedule and the end of its term will be deemed to be Savings as the result of Scarborough's Carrier Contract Engineering Service.
- For the purposes of calculating Savings on Scarborough's negotiating efforts with the carriers, Scarborough and Client agree that Client's current rates, incentives, and terms as of the signature date of this agreement as a whole, will be used as the benchmark. Client's benchmark data will be used as the basis for calculating Savings attributable to the Services. Savings attributed to the Services will be determined by comparing rates and incentives of the benchmark carrier rates, less the new rates and incentives achieved from the carriers after the date hereof and will be calculated each week based on Client's actual shipping. Client acknowledges that Savings are calculated from net new discounted rates and all negotiable terms. Avoidance or reduction of renewal increases will also be deemed part of Savings.
- Client will make the final carrier selection. If Client fails to select from the new carrier contract proposals within thirty (30) days after the final presentation by Scarborough, Client agrees that it will be obligated to pay a fifty-percent (50%) contingency fee on the estimated Savings from the benchmark contract to the carrier proposed contract until the Client executes new agreement(s) with carriers. Scarborough will issue invoices to Client for Scarborough Service Fees each month as part of Scarborough's remittance notification to Client. The contingency fee will not be refunded in the event that Client does not enter into a proposed carrier contract.

## Client Obligations:

- Provide Scarborough with current documentation of all special and/or negotiated tariffs, rate sheets, rate schedules and discount agreements, as well as parcel manifest data which are pertinent to the pre-audit and subsequent payment of the Client's parcel bills.
- Notify Scarborough of any carrier's contract or terms and conditions changes, sixty (60) days prior to implementation.
- Make payment to carriers in accordance with payment authorization instructions issued by Scarborough.
- Subscribe to Scarborough's parcel audit service during the term of this Services Schedule.
- Appoint Scarborough as the exclusive agent to perform all Services described in this Services Schedule.
- Provide relevant carrier pricing, discount/incentive rates or other relevant information and rights to use in connection with Scarborough services.

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