

API SIGN-UP FORM - VENDOR



CUSTOMER ACCOUNT DETAILS

Account #

Company Name

Address

City State Zip Code

DHL Account Rep

PRIMARY CONTACT INFORMATION

Last Name First Name

email

Phone Number

SECONDARY CONTACT INFORMATION

Last Name First Name

email

Phone Number

API APPLICATION - SELECT VENDOR

You will receive production access to those functions for which your selected Vendor has been certified (Attachment A)

Vendor:

API INFORMATION

Estimate the number of INTERNATIONAL SHIPMENT requests per day:

By completing and submitting this form, I acknowledge I have read and agree to the XML API Agreement contained below.

You will receive your ID/Password and Shipping key within two business days after receipt of this form.

Attachment A

3PV Modules	TrackIT	Signature (TrackIT)	Register Shipping Key	ShipIT	RateIT	Void (INTERNATIONAL)	XML PI	Module Activation: DHL or Vendor
1ShoppingCart.com (via Aivea)	X		X	X	X	X		DHL
Aivea	X		X	X	X	X		DHL
AMS Ship	X		X	X	X	X		DHL
Ares			X		X			Vendor
dotNetCommerce				X				DHL
Eship Global	X		X	X	X	X	X	Vendor
ExactShip	X	X	X	X	X	X		DHL *
Fortune3	X		X	X	X	X		Vendor
FreightSavers			X	X		X		Vendor
Gilligan On-Line (GOL)	X		X	X	X	X		DHL
Inoveris	X			X	X	X		Vendor
Lynchmark (aka PS Ship)	X	X	X	X	X	X		DHL
Malvern		X	X	X	X	X		Vendor
Miva Merchant	X		X	X	X	X		DHL
MOS International	X						X	DHL
MyCart.net	X		X	X	X	X		Vendor
Neptium/Ship Genie	X			X	X	X		DHL
Newgistics	X		X	X			X	DHL *
Nexternal	X	X	X	X	X	X		Vendor
osCommerce	X			X	X	X		DHL
Pageflex (Bitstream)					X			DHL
Point & Ship	X		X	X		X		DHL
Process Weaver				X	X	X		DHL
Rearden (aka Talaris)	X		X	X	X	X		Vendor
RedPrairie	X			X	X	X		DHL
ShipWorks (Interapptive)				X	X	X		Vendor
ShopScript/WebAsyst					X			DHL
Tanner Software	X		X	X	X	X		DHL
TCG Worldwide	X	X	X	X	X	X		Vendor
Virtue Mart	X		X	X	X			DHL
Volusion			X	X	X	X		Vendor
VTECH/Starship	X	X	X	X	X	X		DHL
Xcart	X				X			DHL
ZenCart	X		X	X	X	X		DHL
Zfirm/ShipRush	X		X	X	X	X		DHL

DHL * = DHL will handle registration for any forms submitted, however vendor may have customers also go through them.
 update: November 2008



DHL XML API LICENSE AGREEMENT

This DHL API License Agreement (the "Agreement") is made and entered into this day, (Date of form submission) (the "Effective Date") by and between DHL Express (USA), Inc., an Ohio corporation having its principal place of business at 1200 South Pine Island Road, Suite 600, Plantation, Florida 33324, USA, hereinafter referred to as "DHL" and (Company Name entered on form) , having its principal place of business at (Company Address entered on form), herein after referred to as "Customer".

WHEREAS, Customer desires to develop an interface to the DHL systems via the Internet to facilitate its shipping processes;

WHEREAS, DHL desires to provide Customer with access to shipping information via an interface; and

WHEREAS, Customer desires to license from DHL and DHL desires to license Customer certain proprietary information and trademarks pursuant to the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Definitions

- 1.1 "API" means the Application Programming Interface written in Extensible Markup Language ("XML") provided by DHL to Customer, which enables Customer to send and retrieve Shipping Information from the DHL systems.
- 1.2 "Shipping Information" means any rating, shipping, returning or tracking information sent to and retrieved from the DHL systems through any of the API functionalities set forth in Exhibit A.
- 1.3 "DHL Specifications" means the file containing DHL proprietary API specifications and information to be used in connection with and incorporated into the Application as described in Exhibit B (DHL Specifications). Such specifications and information may include, but are not limited to, XML schemas, and data definitions.
- 1.4 "Application" means the Customer's systems that make use of the API and DHL Specifications.
- 1.5 "Interface" means the interface to DHL's systems developed by Customer in accord with the DHL Specifications of the API.

2. Grant of License

- 2.1 DHL grants to Customer a limited, non-exclusive, non-transferable, royalty-free, revocable license to use during the term of this Agreement, the API and the DHL Specifications, trade names, trademarks, logos, service markets and product designations of DHL (collectively, the "DHL Marks") solely in connection with the development and maintenance of the Application, in accordance with the terms and conditions of this Agreement.
- 2.2 Customer's use of the DHL Marks shall be in accordance with DHL's policies regarding trademark usage as established from time to time by DHL at its discretion and communicated to Customer. Customer understands and agrees that its use of the DHL Marks in connection with this Agreement shall not create any right, title or interest in or to such trademarks and that all such use and goodwill associated with such trademarks will inure to the benefit of DHL. Customer shall not make use of the DHL Marks except as specifically provided for in this Agreement or as authorized in writing by DHL prior to such use.
- 2.3 Customer may not distribute, license, sublicense, offer for sale, or sell the API and DHL Specifications. Except as expressly provided herein, Customer shall not copy, modify, reproduce, display, decompile, reverse engineer, store, translate, sell, lease or otherwise transfer, distribute or use any of the API and DHL Specifications, in whole or in part, without DHL's prior written consent. Customer shall not use the DHL Specifications or any interfaces in a manner that would adversely affect the functionality of the DHL systems.
- 2.4 No rights or licenses, express or implied, other than those granted in this Section 2, are granted by this Agreement.



- 2.5 In the event that Customer receives tracking data through the Interface, Customer must conspicuously display the following language, or other such language as approved by DHL, in reasonable proximity to any tracking input and output information screens: "NOTICE: DHL tracking data is the sole private property of DHL and may only be used to track shipments tendered by, to or for you to DHL for delivery and for no other purpose. Any other use of DHL tracking data is strictly prohibited"

3. Implementation

- 3.1 Prior to moving the Application to the production environment, Customer shall test the Application to ensure that the Interface performs satisfactorily. DHL will provide a test URL to facilitate this testing. Once Customer has demonstrated to DHL's satisfaction that the Interface and the Application operate in accordance with and conform to the testing criteria and each of the terms thereof, DHL will provide Customer with a production URL to be used when the Application is enabled.
- 3.2 The Application must present all data within each data field without amendment, deletion or modification of any type. DHL may request access to or a copy of the Interface or Application. DHL's right to review pursuant to this Section shall include, without limitation, the right to test the Interface, individually and as incorporated into the Application, to verify that the Application have been designed in compliance with this Agreement. Customer shall make any changes to the Interfaces requested by DHL within five (5) days. If Customer does not make the changes requested by DHL, DHL may escalate the issue to the Customer's business representatives, who shall address the matter within fifteen (15) days.

4. Updates

- 4.1 In the event that DHL elects to update or modify the API and the DHL Specifications, DHL shall use its best efforts to provide Customer with at least sixty (60) days written notice of such updates. Upon such notification, Customer shall update the Application within sixty (60) days. DHL will support only the most recent version of the API.

5. Customer's Obligations

- 5.1 Customer shall promptly report to DHL (i) any third party attempt to access the DHL systems via the Application improperly or in a manner that could damage the DHL systems (ii) any third party infringement or attempted infringement of DHL's intellectual property rights, and (iii) any third party activity which could expose DHL to any loss or liability of any type, and thereafter cooperate with DHL to prevent such attempts and activity.

6. Proprietary Rights

- 6.1 DHL has and shall retain full title and ownership rights in the API, DHL Specifications, DHL Marks and all related intellectual property (including any and all related applications, modifications and/or derivative works thereto).
- 6.2 Customer has and shall retain full title to and full ownership rights in the Application and all related intellectual property (including any and all related applications, modifications and/or derivative works thereto).
- 6.3 Customer agrees to duplicate proprietary notices incorporated in or fixed to the DHL Specifications, DHL Marks and any relevant DHL product information, and shall not alter, remove or obliterate such notices.
- 6.4 All Interfaces created by Customer shall include only accurate references to DHL and DHL services. The Interfaces may not be created and the DHL Marks may not be used in such a way that, In DHL's judgment, might damage DHL's goodwill.

7. Confidentiality

- 7.1 Customer shall hold DHL's Confidential Information (as defined below) in confidence and shall not use or reveal the same except in furtherance of the purposes of this Agreement. Customer shall safeguard DHL's Confidential Information to the same extent that it safeguards its own Confidential Information, but using not less than a reasonable amount of care. The term "Confidential Information" shall mean all non-public information, whether business or technical in nature, that DHL designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential.
- 7.2 Customer agrees to utilize and employ commercially reasonable safety and security measures for exchanging data over the Internet, and for protection against unauthorized access to Customer's computerized files or data being processed by Customer. Except as authorized by DHL, Customer will not disclose to any third party or use for its own benefit or use in any manner not contemplated by this Agreement any data being stored or processed by Customer relating to DHL shipment service orders,



including DHL Specifications, unless such disclosure is ordered by a court or other competent authority.

8. Disclaimer of Warranties; Limitation of Liability; Indemnification

- 8.1 Disclaimer of Warranties. DHL DISCLAIMS ALL WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING, OR USAGE OR TRADE OR IMPLIED INDEMNITIES.
- 8.2 Limitation of Liability. EXCEPT FOR OBLIGATIONS UNDER SECTION 6 ("PROPRIETARY RIGHTS"), SECTION 7 ("CONFIDENTIALITY") AND SECTION 8.3 ("INDEMNIFICATION") NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, ECONOMIC, SPECIAL EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ANTICIPATED OR LOST REVENUES OR COVER (WHETHER A CLAIM FOR SUCH DAMAGES IS BASED, WITHOUT LIMITATION, ON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.3 Indemnification. Customer shall indemnify, defend and hold harmless, DHL, its affiliates, subsidiaries, partners and their respective directors, officers, employees, agents, successors and assigns (collectively, "Indemnified Parties") from and against losses, claims, damages, expenses, or liabilities, including reasonable attorney's fees, that may be imposed on, incurred by or asserted against any Indemnified Party (collectively "Claims") as a result of any claim arising from or in connection with the Customer's acts or omissions to act under this Agreement. Customer agrees to indemnify, defend and hold harmless the Indemnified Parties from Claims based on any third party claim that the Application or Interface infringe any U.S. patent, copyright, trade secret or other proprietary right.

9. Term and Termination

- 9.1 The term of the Agreement shall begin on the Effective Date and will continue indefinitely unless terminated earlier in accordance with Section 9.2 or Section 9.3.
- 9.2 Either party may terminate this Agreement at any time with or without cause on thirty (30) days' written notice to the other party.
- 9.3 Either party may also terminate this Agreement immediately if: (a) the other party is declared insolvent or bankrupt; (b) the other party makes an assignment for the benefit of creditors or (c) the other party ceases doing business.
- 9.4 Upon termination or expiration of this Agreement (a) the licenses will automatically terminate and Customer shall immediately cease to use the API, the DHL Specifications and the DHL Marks in any way; (b) Customer shall remove the Applications from all DHL Systems promptly; and (c) Customer shall immediately return the DHL Specifications and other materials related to the DHL Specifications which Customer has in its possession or under its control.
- 9.5 Section 6 ("Proprietary Rights"), Section 7 ("Confidentiality"), Section 8 ("Disclaimer of Warranties; Limitation of Liability; Indemnification"), Section 9 ("Term and Termination"), and Section 10 ("General") shall survive expiration or termination of this Agreement.

10. General

- 10.1 All notices under this agreement shall be delivered personally, by overnight courier or mailed by certified or registered mail to the address on the first page of this Agreement. All notices shall be deemed received on the date of receipt.
- 10.2 This Agreement inures to the benefit of and is binding upon the parties hereto and their successors and assigns.
- 10.3 Neither party is responsible for any failure to perform its obligations hereunder caused by strikes, lockouts, riots, epidemics, war, governmental regulations, fire, communication line failures, power failures, acts of God, or other causes beyond its reasonable control.
- 10.4 This Agreement and its Exhibits constitute the entire agreement between the parties with respect to the subject matter and supersede all other agreements and understandings, oral and written.
- 10.5 Any amendment to this Agreement must be in writing. No waiver or failure to enforce any provision or right hereunder shall be deemed to be a waiver of the same or any other provision or right in any other instance.
- 10.6 This Agreement is governed by the substantive law of the State of Florida.



IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties hereto as of the date first above written.

Customer
(as entered on form)

DHL Express (USA), Inc.

By: _____

Name: _____

Title: _____

Date: _____