

## FedEx Transportation Services Agreement

**Customer Name:** SAGE OAK CHARTER SCHOOLS

**Effective Date:** July 18, 2024

Customer, including any of its divisions, subsidiaries and affiliates, a majority (defined as 51%) of whose voting stock is directly or indirectly owned by Customer ("Customer" herein), and FedEx agree to enter into this FedEx Transportation Services Agreement (the "Agreement") subject to the following terms and conditions.

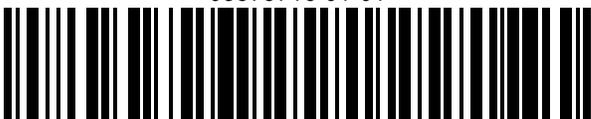
This Pricing Agreement/Amendment hereinafter collectively refers to a Country or Territory as "Country or Countries".

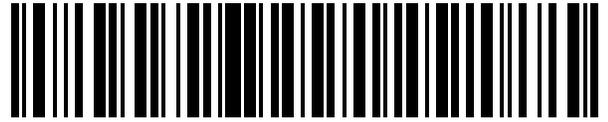
**1. Services.** This Agreement specifies the terms and conditions under which FedEx agrees to provide certain transportation services ("Services") to Customer. This Agreement shall be between Customer and the applicable FedEx operating entity ("FedEx Company") for the applicable Service identified on the pricing attachments that are attached hereto and incorporated herein. All FedEx Companies providing Services pursuant to this Agreement are hereinafter collectively referred to as "FedEx".

**2. Pricing.** FedEx agrees to provide Services to Customer at the pricing and on the terms as set forth in the applicable pricing attachments. Each applicable FedEx Company may provide a courtesy copy of Customer's pricing reflected as net rates (based on the applicable base rate in effect at such time) upon request. Net rate sheets are provided as a courtesy only and are not incorporated within the Agreement. The pricing and Services are provided by FedEx to Customer for Customer's use and benefit only and may not be resold or otherwise extended (including via third party billing) to any other party without the prior written consent of FedEx. Customer agrees to ensure that the proper account number appears on the applicable air waybill or other form of shipping documentation and acknowledges that pricing will not be applied to packages that do not correctly reference the proper account number. The pricing is effective the later of the date identified above, if any, or within five business days following possession of a fully executed Agreement by FedEx's authorized representative ("Effective Date").

**3. Service Guide.** Each shipment made with FedEx is subject to the terms and conditions of the FedEx Service Guide in effect at the time of shipment, which terms are incorporated into this Agreement by reference. "FedEx Service Guide" means, collectively, the shipment country of origin FedEx Service Guide, any applicable tariffs, local service conditions or condition of carriage, and the airbill/air waybill or Bill of Lading in effect on the date of shipment of the applicable FedEx Company (including, but not limited to, the FedEx Freight 100 Series Rules Tariff, the FedEx Ground Economy terms at [https://www.fedex.com/content/dam/fedex/us-united-states/services/FGE\\_TermsConditions\\_2021.pdf](https://www.fedex.com/content/dam/fedex/us-united-states/services/FGE_TermsConditions_2021.pdf), FedEx One Rate terms available at the web address referenced in the Express pricing attachment specific to FedEx One Rate, and other service-specific terms as posted on [fedex.com](https://www.fedex.com)). FedEx reserves the right to modify the FedEx Service Guide, including a modification of the published transportation rates and/or special handling fees, surcharges, ancillary and other charges, at any time without notice. Customer is directed to the FedEx web site [fedex.com](https://www.fedex.com) for changes in the FedEx Service Guide. In the event there is a conflict between this Agreement and the FedEx Service Guide, the provisions of this Agreement control.

**4. Payment Terms.** Payment is due at the time Services are rendered. FedEx may, however, extend credit privileges. The invoice date begins the credit term cycle, and payment is due within the number of days specified on the pricing attachments from the invoice date. However, invoices for duties and taxes are payable on receipt, unless a specific credit term for payment of duties and taxes is otherwise set forth on the applicable pricing attachment(s). Customer agrees that remaining current on all payables is a condition to the extension of credit and pricing. Failure to comply with payment terms may result in denial of credit or removal of applicable pricing, in FedEx sole discretion.





**5. Automation.** Customer agrees that all shipping locations will use a FedEx online or FedEx compatible shipping solution that is approved and authorized by FedEx, and an agreement for the placement or use of any such shipping solution shall be accepted prior to such use.

**6. Confidentiality.** Both FedEx and Customer agree that the terms of this Agreement, including the pricing, are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. FedEx and Customer also agree that any discussions or negotiations regarding the pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are subject to this provision of confidentiality. Notwithstanding the foregoing, disclosure by FedEx to any of its subsidiaries, affiliates, related entities, subcontractors, agents and/or representatives is permitted without notice or consent. Furthermore, disclosure by Customer of this Agreement or any terms to any third party without consent by FedEx and execution of a mutually agreeable non-disclosure agreement between FedEx and such third party shall be considered a breach by Customer.

**7. Term.** This Agreement commences on the Effective Date and continues until expired or terminated by either party.

**8. Termination.** Either party may terminate this Agreement immediately upon notice due to the other party's noncompliance with its terms. Either party may terminate this Agreement at any time without cause and without fees unless otherwise stated in the Agreement or the pricing attachment, upon 30 days' prior written notice to the other party.

**9. Prior Agreements.** This Agreement supersedes all pricing agreements and addenda, if any, between FedEx and Customer for the Services, package types, and Customer account numbers covered by this Agreement and identified on the respective pricing attachments.

**10. No Modifications.** Any alterations to this document by either party will render it null and void. Any failure by FedEx or Customer to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair FedEx's right to enforce such provision.

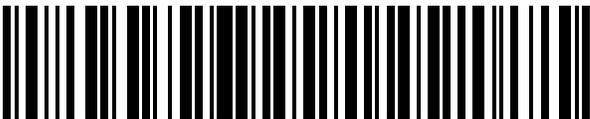
**11. Restricted Commodities.** This Agreement does not provide for the shipment of alcohol or other items and conditions that may be prohibited or restricted by law or by the FedEx Service Guide. Such commodities may require a separate agreement.

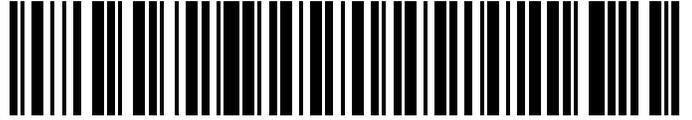
**12. Electronic Storage.** Either party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper form of this Agreement may be destroyed. Customer and FedEx each agree that following the electronic storage of this Agreement, any hard copy printout of that electronically stored information will constitute an original of this Agreement.

**13. Representation of Authority.** Each of the parties represents and warrants to the other that this Agreement is valid and legally binding and has been executed by an authorized representative. Nothing contained herein shall be construed as creating any joint or joint and several liability among the FedEx Companies.

**14. Severability.** If any of the provisions of this Agreement are found by a court or any other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall remain and continue in full force and effect.

**15. Assignment.** Neither the rights nor the duties of either party under this Agreement may be voluntarily assigned or delegated without the prior written consent of the other party, except that FedEx may assign all or any part of its rights and delegate its duties under this Agreement to a directly or indirectly owned subsidiary or affiliate of FedEx Corporation. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.





IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the last date provided below:

Any alterations to this document, including but not limited to handwritten changes, by either party are null and void.

**SAGE OAK CHARTER SCHOOLS("Customer")**

**On behalf of, each as applicable,  
and their affiliates and subsidiaries,  
Federal Express Corporation and  
FedEx Freight, Inc.** by and through its agent,  
Federal Express Corporation (collectively "FedEx")

By: Tim OBrien

By: Hani Elyoussef

Print Name: Tim OBrien

Print Name: Hani Elyoussef

Title: Asst. Superintendent, CFO

Title: Sales Executive Field

Date: July 22, 2024

Date: July 22, 2024

Employee No.: 5056970





## Pricing Attachment

Level/Hierarchy	Customer Name / Location(s)	Level ID
Country ID	SAGE OAK CHARTER SCHOOLS, US	1433266288

Subsequent pricing applies to all individual FedEx accounts associated with the Customer as identified above, unless otherwise noted.

**General Terms and Conditions:**

These terms and conditions apply to all pricing contained herein and apply to all countries listed in this FedEx Pricing Attachment.

**Commitments.** Customer agrees that any failure to so achieve the below commitments within 90 days of the Effective Date or maintain them thereafter may result in a pricing change, in FedEx's sole discretion; in such event, FedEx may apply modified pricing to Customer shipments upon 30 days notice. Customer also agrees that any failure to so achieve or maintain the below commitments may result in the immediate termination of this Agreement by FedEx, in FedEx's sole discretion, upon notice.

**General Pricing Provisions:**

These pricing provisions apply to all pricing contained herein and apply to all countries listed in this Pricing Attachment.

### UNITED STATES

**United States Terms and Conditions:**

**Payment Terms.** Payment is due within the following number of days from the invoice date unless otherwise provided in a FedEx Credit Term Attachment: 15

**United States Pricing Provisions:**

**Money Back Guarantee.** For eligible services, Customer is entitled to request refunds under the FedEx Money-Back Guarantee Policy as specified in the FedEx Service Guide.

**Multiweight.** Please see the Ground Multiweight Program Details in the Ground Pricing Attachment appendix for additional information.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all countries in this Pricing Attachment. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

**Domestic Express**

Zones =>	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
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**FedEx Priority Overnight Envelope**

Discount	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%
Min Reduction USD(\$)	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49

**FedEx Priority Overnight Pak**

Discount	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%
Min Reduction USD(\$)	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52

**FedEx Priority Overnight**

1.0 - 10.0 lb(s)	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%
11.0 - 20.0 lb(s)	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%
21.0 + lb(s)	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Min Reduction USD(\$)	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52

**FedEx Standard Overnight Envelope**

Discount	57%	57%	57%	57%	57%	57%	57%	57%	-	-	-	57%	57%	57%	57%
Min Reduction USD(\$)	15.21	15.21	15.21	15.21	15.21	15.21	15.21	15.21	15.21	-	-	-	15.21	15.21	15.21

**FedEx Standard Overnight Pak**

Discount	57%	57%	57%	57%	57%	57%	57%	57%	-	-	-	57%	57%	57%	57%
Min Reduction USD(\$)	17.31	17.31	17.31	17.31	17.31	17.31	17.31	17.31	17.31	-	-	-	17.31	17.31	17.31

**FedEx Standard Overnight**

Domestic Express															
Zones =>	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1.0 - 10.0 lb(s)	57%	57%	57%	57%	57%	57%	57%	57%	-	-	-	57%	57%	57%	57%
11.0 - 20.0 lb(s)	58%	58%	58%	58%	58%	58%	58%	58%	-	-	-	58%	58%	58%	58%
21.0 + lb(s)	60%	60%	60%	60%	60%	60%	60%	60%	-	-	-	60%	60%	60%	60%
Min Reduction USD(\$)	17.31	17.31	17.31	17.31	17.31	17.31	17.31	17.31	-	-	-	17.31	17.31	17.31	17.31
FedEx 2Day A.M. Envelope															
Discount	10%	10%	10%	10%	10%	10%	10%	10%	-	-	-	10%	10%	10%	10%
Min Reduction USD(\$)	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	-	-	-	5.80	5.80	5.80	5.80
FedEx 2Day A.M. Pak															
Discount	10%	10%	10%	10%	10%	10%	10%	10%	-	-	-	10%	10%	10%	10%
Min Reduction USD(\$)	6.30	6.30	6.30	6.30	6.30	6.30	6.30	6.30	-	-	-	6.30	6.30	6.30	6.30
FedEx 2Day A.M.															
1.0 - 10.0 lb(s)	9%	9%	9%	9%	9%	9%	9%	9%	-	-	-	9%	9%	9%	9%
11.0 - 20.0 lb(s)	12%	12%	12%	12%	12%	12%	12%	12%	-	-	-	12%	12%	12%	12%
21.0 + lb(s)	17%	17%	17%	17%	17%	17%	17%	17%	-	-	-	17%	17%	17%	17%
Min Reduction USD(\$)	6.30	6.30	6.30	6.30	6.30	6.30	6.30	6.30	-	-	-	6.30	6.30	6.30	6.30
FedEx 2Day Envelope, FedEx 2Day Pak															
Discount	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Min Reduction USD(\$)	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60
FedEx 2Day															
1.0 - 10.0 lb(s)	13%	13%	13%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%
11.0 - 20.0 lb(s)	16%	16%	16%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
21.0 + lb(s)	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Min Reduction USD(\$)	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50
FedEx Express Saver Envelope, FedEx Express Saver Pak															
Discount	10%	10%	10%	10%	10%	10%	10%	-	-	-	-	-	-	-	-
Min Reduction USD(\$)	12.10	12.10	12.10	12.10	12.10	12.10	12.10	-	-	-	-	-	-	-	-
FedEx Express Saver															
1.0 - 10.0 lb(s)	13%	13%	13%	18%	18%	18%	18%	-	-	-	-	-	-	-	-
11.0 - 20.0 lb(s)	16%	16%	16%	20%	20%	20%	20%	-	-	-	-	-	-	-	-
21.0 + lb(s)	20%	20%	20%	20%	20%	20%	20%	-	-	-	-	-	-	-	-
Min Reduction USD(\$)	12.00	12.00	12.00	12.00	12.00	12.00	12.00	-	-	-	-	-	-	-	-
FedEx 1Day Freight, FedEx 2Day Freight															
Discount	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	-	45%	45%	45%	45%
FedEx 3Day Freight															
Discount	45%	45%	45%	45%	45%	45%	45%	-	-	-	-	-	-	-	-
FedEx Domestic One Rate															
Zones =>	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
FedEx Domestic One Rate Standard Overnight Envelope															
Discount	50.5%	0%	0%	0%	0%	0%	0%	0%	-	-	-	0%	0%	0%	0%
FedEx Domestic One Rate Priority Overnight Envelope															
Discount	50.5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
FedEx Domestic One Rate First Overnight Envelope, FedEx Domestic One Rate First Overnight Large Box, FedEx Domestic One Rate First Overnight Extra Large Box, FedEx Domestic One Rate First Overnight Small Box, FedEx Domestic One Rate First Overnight Medium Box, FedEx Domestic One Rate First Overnight Pak															
Discount	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
FedEx Domestic One Rate Priority Overnight Pak															
Discount	45.7%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

<b>FedEx Domestic One Rate</b>																
Zones =>	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
<b>FedEx Domestic One Rate Standard Overnight Large Box, FedEx Domestic One Rate Standard Overnight Medium Box, FedEx Domestic One Rate Standard Overnight Extra Large Box, FedEx Domestic One Rate Standard Overnight Small Box</b>																
Discount	37%	0%	0%	0%	0%	0%	0%	0%	-	-	-	0%	0%	0%	0%	
<b>FedEx Domestic One Rate Standard Overnight Pak</b>																
Discount	45.7%	0%	0%	0%	0%	0%	0%	0%	-	-	-	0%	0%	0%	0%	
<b>FedEx Domestic One Rate Priority Overnight Medium Box, FedEx Domestic One Rate Priority Overnight Small Box, FedEx Domestic One Rate Priority Overnight Large Box, FedEx Domestic One Rate Priority Overnight Extra Large Box</b>																
Discount	37%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
<b>FedEx Domestic One Rate 2Day A.M. Envelope, FedEx Domestic One Rate 2Day A.M. Pak, FedEx Domestic One Rate 2Day A.M. Small Box, FedEx Domestic One Rate 2Day A.M. Extra Large Box, FedEx Domestic One Rate 2Day A.M. Large Box, FedEx Domestic One Rate 2Day A.M. Medium Box</b>																
Discount	0%	0%	0%	0%	0%	0%	0%	0%	-	-	-	0%	0%	0%	0%	
<b>FedEx Domestic One Rate Express Saver Envelope</b>																
Discount	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	-	-	-	-	-	-	-	-	
<b>FedEx Domestic One Rate 2Day Envelope</b>																
Discount	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	
<b>FedEx Domestic One Rate 2Day Extra Large Box, FedEx Domestic One Rate 2Day Small Box, FedEx Domestic One Rate 2Day Large Box, FedEx Domestic One Rate 2Day Medium Box</b>																
Discount	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%	
<b>FedEx Domestic One Rate Express Saver Pak</b>																
Discount	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	-	-	-	-	-	-	-	-	
<b>FedEx Domestic One Rate Express Saver Large Box, FedEx Domestic One Rate Express Saver Small Box, FedEx Domestic One Rate Express Saver Extra Large Box, FedEx Domestic One Rate Express Saver Medium Box</b>																
Discount	37%	37%	37%	37%	37%	37%	37%	-	-	-	-	-	-	-	-	
<b>FedEx Domestic One Rate 2Day Pak</b>																
Discount	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	

<b>Ground Domestic Single Piece (OB,IB,RB,3P)</b>									
Zones =>	9	14	17	22	23	25	92	96	
Discount	25%	25%	25%	25%	25%	25%	25%	25%	
Minimum Charge USD(\$)	Zn 9, 1 lb	Zn 14, 1 lb	Zn 17, 1 lb	Zn 22, 1 lb	Zn 23, 1 lb	Zn 25, 1 lb	Zn 92, 1 lb	Zn 96, 1 lb	
Min Reduction USD(\$)	0.00	0.00	7.56	0.00	2.62	2.71	0.00	0.00	

<b>Home Delivery Domestic Single Piece (OB,3P)</b>							
Zones =>	2	3	4	5	6	7	8
1.0 - 5.0 lb(s)	35%	35%	35%	35%	35%	35%	35%
6.0 - 10.0 lb(s)	36%	36%	36%	36%	36%	36%	36%
11.0 - 20.0 lb(s)	41%	41%	41%	41%	41%	41%	41%
21.0 - 30.0 lb(s)	43%	43%	43%	43%	43%	43%	43%
31.0 + lb(s)	46%	46%	46%	46%	46%	46%	46%
Minimum Charge USD(\$)	Zn 2, 1 lb						
Min Reduction USD(\$)	0.50	0.50	0.50	0.50	0.50	0.50	0.50

<b>Ground Domestic Single Piece RM (OB,3P)</b>		
Zones =>	9	17
Discount	25%	25%
Minimum Charge USD(\$)	Zn 9, 1 lb	Zn 17, 1 lb
Min Reduction USD(\$)	0.00	7.56

Ground Domestic Single Piece (OB,IB,RB,3P)							
Zones =>	2	3	4	5	6	7	8
1.0 - 5.0 lb(s)	37%	37%	37%	37%	37%	37%	37%
6.0 - 10.0 lb(s)	39%	39%	39%	39%	39%	39%	39%
11.0 - 20.0 lb(s)	42%	42%	42%	42%	42%	42%	42%
21.0 - 30.0 lb(s)	46%	46%	46%	46%	46%	46%	46%
31.0 + lb(s)	48%	48%	48%	48%	48%	48%	48%
Minimum Charge USD(\$)	Zn 2, 1 lb						
Min Reduction USD(\$)	0.50	0.50	0.50	0.50	0.50	0.50	0.50

Ground Domestic Single Piece RM (OB,3P)							
Zones =>	2	3	4	5	6	7	8
1.0 - 5.0 lb(s)	46%	46%	46%	46%	46%	46%	46%
6.0 - 10.0 lb(s)	46%	46%	46%	46%	46%	52%	56%
11.0 - 20.0 lb(s)	52%	52%	52%	52%	52%	52%	52%
21.0 - 30.0 lb(s)	56%	56%	56%	56%	56%	56%	56%
31.0 + lb(s)	58%	58%	58%	58%	58%	58%	58%
Minimum Charge USD(\$)	Zn 2, 1 lb						
Min Reduction USD(\$)	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Ground Domestic MWT								
Ground Domestic MWT (OB, IB, RB, 3P)								
Application		Zones						
Rated Shipment Weight	Multiweight Tier	2	3	4	5	6	7	8
200-499 lb	4	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
500 + lb(s)	504	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
Ground MWT RM (OB, 3P) Home Delivery MWT (OB, 3P) Home Delivery MWT RM (OB)								
Rated Shipment Weight	Multiweight Tier	2	3	4	5	6	7	8
200-499 lb	4	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
500 + lb(s)	504	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>Minimum Average Package Weight (lb(s))</b>		20.0	20.0	20.0	20.0	20.0	20.0	20.0
<b>Deficit Weight (lb(s))</b>		150.0	150.0	150.0	150.0	150.0	150.0	150.0
<b>Minimum Shipment Weight (lb(s))</b>		200.0	200.0	200.0	200.0	200.0	200.0	200.0

Earned Discount Program Details			
Annualized Transportation Charges	Frequency used in the ED Calculation	Operating Companies included in the ED Calculation	Accounts included in Aggregation
The Annualized Transportation Charges in this ED program are included in "gross revenue charges". The gross revenue charges are: (i) calculated before discounts are applied, (ii) calculated after rate scale and FAK adjustments, and (iii) do not include ancillary service fees, surcharges, special handling fees or other charges, duties and taxes, or sales tax/VAT.	Weekly	FedEx Express FedEx Ground FedEx LTL Freight	Annualized Transportation Charges will be aggregated for individual FedEx accounts associated with the Customer identified as follows: 1433266288
	52 Weeks		

**Eligible Shipments:**

In order for a shipment to count toward Customer's earned discount threshold or to receive an applicable earned discount, shipments must be billed to a FedEx account number that is eligible for earned discounts. Customer shall not be entitled to invoice adjustments for earned discounts for use of ineligible account numbers.

**PROGRAM NUMBER 1**

**Grace Period:**

Beginning with the Effective Date of this Agreement, Customer shall receive the grace discounts for the time period specified as the Grace Period in the applicable pricing attachments.

At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity as indicated in the applicable pricing attachments.

**When to Recognize Charges and How to Annualize Transportation Charges:**

Customer's Annualized Transportation Charges will be calculated Weekly to determine Customer's discount from the Earned Discount table for the following Week. The last Week of the Grace Period shall be the first Week used for the calculation of the Annualized Transportation Charges. Prior to 52 full Weeks, Customer's Transportation Charges will be divided by the corresponding number of Weeks and then annualized. After 52 Weeks, the Transportation Charges for the most recent 52 Weeks are used.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all countries in this Pricing Attachment. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

Applicable Services	Grace Period: 9Weeks	Annualized Transportation Charges	Earned Discount	Applicable Services	Grace Period: 9Weeks	Annualized Transportation Charges	Earned Discount
FedEx Priority Overnight Envelope	10 %	\$71,000.00 - \$121,499.99	7%	Ground Domestic MWT	10 %	\$71,000.00 - \$121,499.99	7%
FedEx Priority Overnight Pak						\$121,500.00 - \$151,999.99	8%
FedEx Priority Overnight						\$152,000.00 - \$232,999.99	10%
FedEx Standard Overnight Envelope						\$233,000.00 - \$384,499.99	11%
FedEx Standard Overnight Pak						\$384,500.00 +	12%
FedEx Standard Overnight							
FedEx 1Day Freight							
FedEx 2Day Freight							
FedEx 3Day Freight							
FedEx 2Day A.M. Envelope						46 %	\$71,000.00 - \$121,499.99
FedEx 2Day A.M. Pak	\$121,500.00 - \$151,999.99	44%					
FedEx 2Day A.M. Envelope	\$152,000.00 - \$232,999.99	46%					
FedEx 2Day Pak	\$233,000.00 - \$384,499.99	48%					
FedEx 2Day	\$384,500.00 +	50%					
FedEx Express Saver Envelope							
FedEx Express Saver Pak							
FedEx Express Saver							
Ground Domestic Single Piece	10 %	\$71,000.00 - \$121,499.99	7%				
Home Delivery Domestic Single Piece				\$121,500.00 - \$151,999.99	8%		
				\$152,000.00 - \$232,999.99	10%		
				\$233,000.00 - \$384,499.99	11%		
		\$384,500.00 +	12%				

**Bonus Discount:**

**Automation Discount.** In consideration of Customer using an approved automation device, Customer will receive the automation bonus discount identified below for the time period(s) and Service(s) specified.

Upon the request of Customer, FedEx will provide a list of automation bonus discount eligible devices. Automation bonus discount eligible devices are subject to change by FedEx. Where Customer uses an automation bonus discount eligible device, Customer's automation bonus discount is in addition to any other discounts.

From the Effective Date of this Agreement, a per shipment discount will apply to the applicable base rate (excluding fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges) on all shipments, according to the following table(s).

Service(s)	Discount(s)	Service(s)	Discount(s)
FedEx Priority Overnight Envelope	0%	FedEx 2Day Pak	0%

Service(s)	Discount(s)	Service(s)	Discount(s)
FedEx Priority Overnight Pak	0%	FedEx 2Day	0%
FedEx Priority Overnight	0%	FedEx Express Saver Envelope	0%
FedEx Standard Overnight Envelope	0%	FedEx Express Saver Pak	0%
FedEx Standard Overnight Pak	0%	FedEx Express Saver	0%
FedEx Standard Overnight	0%	FedEx 1Day Freight	0%
FedEx 2Day A.M. Envelope	0%	FedEx 2Day Freight	0%
FedEx 2Day A.M. Pak	0%	FedEx 3Day Freight	0%
FedEx 2Day A.M.	0%		
FedEx 2Day Envelope	0%		

**United States Fees and Surcharges Modifications ("Surcharge Modifications"):**

Any Surcharge Modifications are only applicable at the specific Customer Level ID in this section, any Surcharge Modifications listed in a separate Agreement, Attachment, Addendum, or Amendment are retained, unless otherwise stated herein.

If any Surcharge Modifications are listed in this section the specified Surcharge Modifications shall be applicable for the individual accounts linked to the Customer Level ID in this section, regardless of any Surcharge Modifications in separate Agreements, Attachments, Addenda, or Amendments.

All ancillary service fees, surcharges, special handling fees, average minimum weights for shipment weight rating or other charges, or dimensional weighting not identified in this Agreement, its Attachments, Addenda or Amendments will be assessed as per the published list amounts for such fees/charges in the FedEx Service Guide in effect on the date of shipment.

FedEx One Rate is not subject to residential surcharges, delivery area surcharges and fuel surcharge, thus any modifications to these charges are not applicable to FedEx One Rate. However, FedEx One Rate is subject to other charges including ancillary service fees, surcharges, special handling fees, qualifying shipment weights as published in the FedEx Service Guide unless otherwise listed in a separate Agreement, Attachment, Addendum, or Amendment.

Term	Term Start	Term End	Base Rate
1	Effective Date	July 17, 2026	Service Guide in Effect on Date of Shipment
2	July 18, 2026	Does Not Expire	Effective from the start date of Term 2, all Surcharge Modifications in the table(s) above will be assessed as per the published list amounts for such fees/charges in the FedEx Service Guide in effect on the date of shipment.

Express Surcharges			
Name of Surcharge	Application	Applicable Zones	Modifications
Delivery Area Surcharge Extended - Commercial	Domestic Express	All Zones	-50.0%
Delivery Area Surcharge Extended - Residential	Domestic Express	All Zones	-50.0%
Delivery Area Surcharge - Residential	Domestic Express	All Zones	-50.0%
Delivery Area Surcharge Standard - Commercial	Domestic Express	All Zones	-50.0%
Domestic Email Return Label	Domestic Express	All Zones	-50.0%
Domestic Residential Delivery Non-Freight	Domestic Express	All Zones	-50.0%
Print Return Label	Domestic Express	All Zones	-100.0%
Saturday Delivery	Domestic Express	All Zones	-100.0%
Saturday Delivery	FedEx Domestic One Rate	All Zones	-100.0%
Saturday Pickup	FedEx Domestic One Rate	All Zones	-100.0%
DIM	FedEx Priority Overnight Envelope	-	194.0
DIM <=1 Cu FT	FedEx Priority Overnight Envelope	-	194.0
DIM	FedEx Priority Overnight Pak	-	194.0
DIM <=1 Cu FT	FedEx Priority Overnight Pak	-	194.0
DIM	FedEx Priority Overnight	-	194.0
DIM <=1 Cu FT	FedEx Priority Overnight	-	194.0
DIM	FedEx Standard Overnight Envelope	-	194.0
DIM <=1 Cu FT	FedEx Standard Overnight Envelope	-	194.0
DIM	FedEx Standard Overnight Pak	-	194.0
DIM <=1 Cu FT	FedEx Standard Overnight Pak	-	194.0
DIM	FedEx Standard Overnight	-	194.0

Name of Surcharge	Application	Applicable Zones	Modifications
DIM <=1 Cu FT	FedEx Standard Overnight	-	194.0
DIM	FedEx 2Day A.M. Pak	-	194.0
DIM <=1 Cu FT	FedEx 2Day A.M. Pak	-	194.0
DIM	FedEx 2Day A.M.	-	194.0
DIM <=1 Cu FT	FedEx 2Day A.M.	-	194.0
DIM	FedEx 2Day Pak	-	194.0
DIM <=1 Cu FT	FedEx 2Day Pak	-	194.0
DIM	FedEx 2Day	-	194.0
DIM <=1 Cu FT	FedEx 2Day	-	194.0
DIM	FedEx Express Saver Pak	-	194.0
DIM <=1 Cu FT	FedEx Express Saver Pak	-	194.0
DIM	FedEx Express Saver	-	194.0
DIM <=1 Cu FT	FedEx Express Saver	-	194.0
DIM	FedEx 1Day Freight	-	194.0
DIM	FedEx 2Day Freight	-	194.0
DIM	FedEx 3Day Freight	-	194.0

**Ground Surcharges**

Name of Surcharge	Application	Applicable Zones	Modifications
Additional Handling Surcharge - Dimension	Ground US, Home Delivery US	2, 3, 4, 5, 6, 7, 8, 9, 14, 17, 22, 23, 25, 92, 96	-50.0%
Charge for Oversized Packages	Ground US, Home Delivery US	2, 3, 4, 5, 6, 7, 8, 9, 14, 17, 22, 23, 25, 92, 96	-50.0%
Continental US Ground DAS Extended - Commercial	Ground US	All Zones	-50.0%
Continental US Ground DAS Standard - Commercial	Ground US	All Zones	-50.0%
Email Return Label	Ground US, Home Delivery US	All Zones	-50.0%
Home Delivery Delivery Area Surcharge Extended - Residential	Home Delivery US	All Zones	-50.0%
Home Delivery Delivery Area Surcharge - Residential	Home Delivery US	All Zones	-50.0%
Print Return Label	Ground US, Home Delivery US	All Zones	-50.0%
Residential Charge	Home Delivery US	All Zones	-50.0%
DIM >= Breakpoint	Ground US	-	225.0
DIM < Breakpoint	Ground US	-	225.0
DIM >= Breakpoint	Home Delivery US	-	225.0
DIM < Breakpoint	Home Delivery US	-	225.0

**Commitments:**

Country	Application	Minimum Average Daily Volume	Minimum Average Annual Volume	Average Gross Revenue per Day	Average Gross Charge per Year	Average Gross Charge per Package	Average Gross Charge per Shipment
United States	<b>Domestic Express</b>						
	Express Non-Freight	0.10	-	\$2.00	-	\$33.10	-
	<b>FedEx Domestic One Rate</b>						
	Express Non-Freight	-	5,819.00	-	\$180,655.80	\$31.00	-
	<b>Ground Domestic Single Piece</b>						
Ground Domestic Single Piece	5.30	-	\$66.70	-	\$12.60	-	

**APPENDIX**

**UNITED STATES**

For Services receiving a percentage off, discounts are based on the published base rates. For Services on net rates, if any, the below net rate tables supersede the published base rate. In addition, any fraction of weight is rounded up to the next higher weight break as per the applied base rates.

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The pricing in this attachment does not apply to individual FedEx accounts with separate specific pricing from prior agreements.

**United States Domestic Express:**

<http://www.fedex.com/us/service-guide/our-services/index.html>.

**United States FedEx Domestic One Rate:**

[https://www.fedex.com/content/dam/fedex-com/hdn/One\\_Rate\\_Special\\_P8\\_Pricing\\_Agreement.pdf](https://www.fedex.com/content/dam/fedex-com/hdn/One_Rate_Special_P8_Pricing_Agreement.pdf).

**United States Ground Domestic Single Piece:**

<http://www.fedex.com/us/service-guide/our-services/index.html>.

**United States Ground Domestic MWT:**

<https://www.fedex.com/en-us/shipping/multiweight.html>.

Please see <https://www.fedex.com/en-us/shipping/multiweight.html> for information on applicable minimum charges. Any aggregation of packages weighing between the deficit weight and the minimum shipment weight will be rated at the minimum shipment weight.

**United States Minimum Charges:**

**Express:**

Customer agrees to pay the greater of the net charge based on Customer's discounts, if any, for a given Service or the minimum net charge as defined in the FedEx Service Guide, on [fedex.com](http://fedex.com).

In case reductions to the minimum net charge apply, the minimum net charge for each Service will be revised as the applicable base rate for the zone(s) and weight(s) combination(s) less any reduction amount.

Minimum charges are subject to change with any increase in applicable base rate during the time period of the Agreement.

**Ground:**

Customer agrees to pay the greater of the net charge based on Customer's discounts, if any, for a given Service or the minimum net charge as defined in the FedEx Service Guide or on [fedex.com](http://fedex.com).

In case reductions to the minimum net charge apply, the minimum net charge for each Service will be revised as the applicable base rate for the zone(s) and weight(s) combination(s) less any reduction amount.

Minimum charges are subject to change with any increase in applicable base rate during the time period of the Agreement.