

iTRACK® Asset Manager
Product Specific Terms
(Last Updated July 20, 2021)

These Product Specific Terms are subject to and made part of the Master Agreement – Intelligent Warehouse Solutions or other written agreement between S&SC and Customer for the purchase, lease, rental or subscription to one or more RAYMOND® technology solutions (the “**Agreement**”) and sets forth additional terms for the iTRACK Asset Manager (“**iTRACK**”). Any capitalized terms not defined in these Product Specific Terms have the same definition as set out in the Agreement.

1. iTRACK Set-Up Packet. Upon request, Customer shall promptly and accurately complete a written iTRACK set-up questionnaire provided by S&SC or Raymond on S&SC’s behalf. Customer acknowledges that its failure to provide prompt and accurate information in accordance with questionnaire instructions will delay implementation of iTRACK.

2. Single Source Invoicing.

a. This section 2 will apply to the extent Customer has elected to participate in single source invoicing.

b. S&SC shall have all provided non-party invoices consolidated into a single invoice and have such single source invoice sent to Customer by Raymond Accounts Management, Inc. (“**RAMI**”) at the frequency agreed upon by the parties. Upon RAMI’s receipt of Customer payment in full for the entirety of the single source invoice, S&SC shall ensure that RAMI pays all applicable non-party invoices without any abatement, reduction, diminution or defense whatsoever.

c. Customer acknowledges that (1) S&SC is not be responsible for providing Customer any service or product for which a non-party invoice is rendered; (2) Customer has, by separate agreements, contracted with such non-parties for the provision of products, services or both and shall not pursue any remedies thereunder against S&SC; and (3) S&SC shall have no obligation to have any non-party invoice paid until such time as Customer has paid the applicable single source invoice in full.

d. Customer shall defend, indemnify and hold harmless S&SC, Raymond and RAMI and the officers, directors, employees and agents of each against all Indemnifiable Losses arising out of non-party invoices, except to the extent a non-party invoice is not paid in accordance with section 2(b).

e. To the extent Customer opts to issue purchase orders for technician service, Customer shall issue those purchase orders to RAMI.