

**GENERAL TERMS AND CONDITIONS**  
**UPSPSIGTC02-0718**

The provision of all consulting and professional services and products by UPS Professional Services, Inc. (“UPS-PSI”) is governed by the Client Agreement entered between UPS-PSI and the customer identified thereon (“Client”), which includes without limitation these General Terms and Conditions (the “General Terms”) and any Applicable Terms, Work Orders, and Purchase Orders entered between UPS-PSI and Client, and all schedules, exhibits, or addenda to any of the foregoing (all of the foregoing, collectively, the “Client Agreement”). These General Terms are hereby incorporated into and made subject to the Client Agreement entered between UPS-PSI and Client. Capitalized terms used herein but not defined have the meaning ascribed to such terms in the Client Agreement.

**1. Definitions.**

“Affiliate” means an entity or entities directly or indirectly controlling, controlled by, or under common control with a party to the Client Agreement. The term “control” as used in the immediately preceding sentence means the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares, partnership interests, membership shares, or similar evidences of ownership of such controlled entity.

“Applicable Law” means any applicable law (including those arising under common law), statute, regulation, rule, or any ruling of a court or other body of competent jurisdiction, reporting or licensing requirement, ordinance and other pronouncement having the effect of law of the United States, any foreign country, or any domestic or foreign state, county, city, or other political subdivision, including that promulgated, interpreted, or enforced by any governmental or regulatory authority.

“Deliverables” means all work produced or otherwise provided by UPS-PSI under the terms of the Client Agreement, whether preliminary or final, whether identified on a Work Order or not, and on whatever media rendered, including, without limitation, all inventions, software (including any object or source code related thereto), works of authorship, any accompanying documentation, user manuals, instructions or specifications provided by UPS-PSI in connection therewith, releases, creations, updates, expressions, improvements, enhancements, modifications, formulas, product development plans, solutions, research, patterns, devices, methods, drawings, schematics, processes, computer programs, versions, specifications, objects, tools, operating instructions, and documentation, whether patentable or unpatentable, which are first conceived or made or first actually or constructively reduced to practice pursuant to the Client Agreement.

**2. Scope of Services.** The scope of services (the “Services”) to be performed by UPS-PSI will be mutually agreed to and set forth on work orders signed by both parties (each, a “Work Order”). Client agrees to purchase and UPS-PSI agrees to provide the Services described in the Work Order, subject to Client’s payment of the required fees. In the event Client desires to modify the scope of the Services after the parties have executed the Work Order and UPS-PSI determines that such modifications would require services materially in excess of the Services or in addition to its obligations under these General Terms or a Work Order, or extend the time needed to complete the Services, UPS-PSI will be under no obligation to perform such modified services unless both parties execute an amended Work Order.

**3. Time Limitation.** UPS-PSI reserves the right to withdraw any proposed Work Order and redefine the description of Services and fees set forth thereupon if such Work Order has not been executed by Client within thirty (30) days after the date the applicable Work Order is first delivered to Client. Client agrees that fees or costs identified in a Work Order as estimates are provided as a convenience only and will not be binding.

**4. Rates and Expenses.** Client agrees to pay UPS-PSI for all time incurred by UPS-PSI in connection with the performance of Services pursuant to these General Terms on a time and materials basis at UPS-PSI’s hourly billing rates in effect as of the date the applicable Work Order is executed by UPS-PSI, or as otherwise agreed in an executed Work Order. Client further agrees to reimburse UPS-PSI for all reasonable expenses incurred by UPS-PSI in connection with the performance of Services pursuant to these General Terms, including, without limitation, all travel expenses (including transportation, meals, lodging, relocation, and all other travel-related expenses), technical support expenses, telephone and facsimile expenses, computer usage, and document preparation and reporting expenses.

**5. Fees and Payment; Taxes.** UPS-PSI’s invoices for fees and expenses will be due and payable in full upon receipt by Client. All such fees will be fully earned when due and nonrefundable when paid. Invoices not paid within thirty (30) days from the invoice date will bear interest from the invoice date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by Applicable Law, whichever is less. All payments by Client to UPS-PSI hereunder for fees and expenses will be net of any sales or services tax, VAT, or any other tax of any kind whatsoever imposed by a governmental authority with respect to the services rendered, products provided, or expenses incurred under the Client Agreement (other than a tax imposed upon the income or profits of UPS-PSI), and Client agrees to pay any such tax whenever such tax is imposed by a governmental authority and to reimburse UPS-PSI for any future payments of such tax made by UPS-PSI to a governmental authority. Time is of the essence of all payments under this Client Agreement, and in the event any payment due UPS-PSI is

collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorneys' fees.

**6. Cooperation.** Client agrees to cooperate with UPS-PSI's performance of the Services. Client further agrees to take any and all actions necessary to enable UPS-PSI to perform the Services in an effective and efficient manner.

**7. Place of Performance.** The Services may be rendered at Client's facilities, UPS-PSI's facilities, or at other suitable locations mutually agreed by UPS-PSI and Client.

**8. Termination.** Either party may, at its election, upon thirty (30) days prior written notice, terminate the Client Agreement; provided, however, that the termination of the Client Agreement will not affect in any way any right or claim of any party hereto incurred or accruing prior to the date of termination, including without limitation, any right or claim of UPS-PSI for compensation payable for Services rendered or reimbursable expenses incurred prior to such termination date.

**9. Confidentiality.** Each party (the "Receiving Party") agrees to treat as confidential and not disclose to others (except as permitted in this Section 9) any information, data, or know-how (including, but not limited to, that which relates to software, computer codes or instructions, developments, inventions, processes, designs, drawings, engineering, hardware configurations, research, statistics, business plans, product plans, products, services, customers or prospective customers, contractors, licensors, suppliers, markets, marketing, finances, and any other systems or materials that have not been made available to the general public) that is revealed, either orally or in writing, to the Receiving Party by the other party or its Affiliates (the "Disclosing Party") or the Disclosing Party's designated subcontractor that (a) is marked as "Confidential", "Proprietary", or "Restricted" or other similar term, (b) if disclosed orally, has been confirmed in writing as confidential within ten (10) days of disclosure, or (c) the nature of the information is such that a reasonable person would consider the information to be confidential or proprietary (collectively, "Confidential Information"). Notwithstanding the conditions set forth in items (a) through (c) above, UPS-PSI Confidential Information includes, without limitation, information containing, based upon, or related to UPS-PSI's Deliverables, trade secrets, know-how, work product, processes, analysis, techniques, ideas, concepts and any information that has been disclosed to UPS-PSI or its Affiliates by a third party that UPS-PSI (or its Affiliates) is obligated to treat as confidential or secret. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose of its own, other than in its performance under the Client Agreement, and will not commercialize any of the Disclosing Party's Confidential Information. The Receiving Party will restrict access to the Disclosing Party's Confidential Information to its (i) employees who are required to have access to such Confidential Information, and (ii) agents, consultants, and contractors who are required to have access to such Confidential Information who have executed, in advance of any such disclosure, a confidentiality or non-disclosure agreement with obligations of confidentiality no less restrictive than the requirements of the Client Agreement. The Receiving Party will use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event will a party use less than reasonable diligence and care, to protect the Disclosing Party's Confidential Information against disclosures or uses prohibited by this Agreement.

The restrictions contained in this Section 9 will not apply to any information that is (A) is at the time of disclosure, or subsequently becomes part of, the public domain through no improper or negligent act of the Receiving Party, (B) in the possession of the Receiving Party prior to its receipt of such information from the Disclosing Party, as evidenced by the Receiving Party's written records immediately prior to the time of disclosure, (C) has been independently developed by the Receiving Party without the benefit or use, directly or indirectly, of the Disclosing Party's Confidential Information, as evidenced by the Receiving Party's written records; (D) is rightfully received by the Receiving Party from a third party without restriction and without breach of the Client Agreement or any other agreement; (E) is approved for release by written authorization of the Disclosing Party; or (F) is required to be disclosed by operation of law, provided, however, the Receiving Party must (1) first notify the Disclosing Party in writing of such request or requirement, or use in defense, unless such notice is prohibited by statute, rule or court order; (2) attempt to obtain the Disclosing Party's consent to such disclosure; and (3) in the event consent is not given, take reasonable steps to cooperate with the Disclosing Party in seeking to protect the confidentiality of the Confidential Information required to be disclosed, use reasonable efforts to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which disclosure is required, and disclose only that part of the Confidential Information which, in the opinion of its legal counsel, the Receiving Party is required to disclose. Nothing herein will require either party to fail to honor a subpoena, court or administrative order or requirement on a timely basis. Each party will cooperate with the other in an effort to limit the nature and scope of any required disclosure of Confidential Information.

The covenants of confidentiality set forth in this Section 9 will apply after the date of the Client Agreement to all Confidential Information disclosed to the Receiving Party before and after the date of the Client Agreement; and will continue and must be maintained from the date of the Client Agreement through the termination of the relationship between Client and UPS-PSI and: (aa) with respect to Confidential Information, for an additional three-year period; and (bb) with respect to Confidential Information that rises to the level of a "trade secret", as defined under Applicable Law, for the greater of such three-year period or the period of time such information retains its status as a "trade secret" as determined under Applicable Law.

Notwithstanding anything in the Client Agreement to the contrary, UPS-PSI will be free to use for any purpose the residuals resulting from access to or work with Client's Confidential Information, provided that UPS-PSI will maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained in the memories of persons who have had access to the Confidential Information, including ideas, concepts, know-how, or techniques contained therein. UPS-PSI will not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

**10. Ownership of Deliverables and License.** All Deliverables developed or otherwise provided by UPS-PSI under any Work Order will be the sole property of UPS-PSI or its third party licensors. Subject to Section 12 below, UPS-PSI grants a perpetual, nonexclusive, nontransferable, royalty free license to Client to use (but not modify) the Deliverables for Client's internal business purposes. Client agrees that it has no right, title, or interest to the Deliverables other than the license rights described in this Section 9. In consideration of the mutual promises contained in these General Terms, and to the extent that Client is determined to have any interest in a Deliverable (other than the rights granted to Client in this Section 9) by operation of law or otherwise, Client hereby irrevocably transfers and assigns and agrees to transfer and assign to UPS-PSI as UPS-PSI's exclusive property, all worldwide right, title, and interest in and to the patent rights, copyrights, trade secrets, and other proprietary rights (including, without limitation, applications for registration thereof, and all priority rights therein under applicable international conventions for the protection of such rights) in, and ownership of such Deliverables that Client may have, as and when such rights arise. Client will cooperate fully in (a) vesting in UPS-PSI the ownership of the proprietary rights to the Deliverables, and (b) assisting UPS-PSI in obtaining patent, copyright, or any other intellectual property rights in the Deliverables and in maintaining and protecting UPS-PSI's proprietary rights, including, without limitation, executing any documents which UPS-PSI reasonably deems necessary for such purpose.

**11. Required Consents.** Client will promptly obtain all Required Consents necessary for UPS-PSI to provide the Services, and provide evidence of the same to UPS-PSI where reasonable or necessary. Client will indemnify, defend, and hold UPS-PSI, its Affiliates, and subcontractors, harmless from and against any and all claims, losses, liabilities, and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claims (including patent, copyright, or any other intellectual property infringement) made against UPS-PSI, alleged to have occurred as a result of Client's failure to provide any Required Consents. UPS-PSI will be relieved of the performance of any obligations to the extent such obligations would reasonably be expected to be affected, or are affected, by Client's failure to promptly obtain and provide any Required Consents to UPS-PSI. The term "Required Consents" means any third party or governmental consents, approvals, permits, or other authorizations required to give UPS-PSI the right or license to the extent necessary for the performance of Services to access and use the premises, hardware, software, firmware, and other products that Client uses, as well as any data or information associated therewith, without infringing any contractual obligations, confidentiality terms, ownership, license, patent rights, copyrights, trademarks, trade secrets, and other intellectual property or proprietary rights of the providers or owners of the foregoing.

**12. Commercial Software.** If, during the course of the relationship between the parties, Client requests commercial software from UPS-PSI, the parties acknowledge and agree that such software will be subject to the terms and conditions of a separate software license agreement. The parties acknowledge and agree that nothing in these General Terms will be deemed to grant Client access or use of any software.

**13. Enticement of Employees.** From the Effective Date and during the term of any and all Work Orders, and for a period of one (1) year thereafter, Client will not, directly or indirectly, solicit, induce, or cause any employee of UPS-PSI who has rendered services to Client pursuant to these General Terms to leave the present employment of UPS-PSI or become employed by Client. In furtherance of the foregoing, if Client breaches any portion of the foregoing sentence, Client will pay to UPS-PSI, as liquidated damages, an amount equal to two (2) times the total annual compensation (including management incentive bonuses, and the value of any stock or stock options) of the UPS-PSI employee retained by Client. The parties recognize the difficulty of ascertaining damages to UPS-PSI resulting from Client's breach of this Section 13 and have provided for liquidated damages, which liquidated damages represent the parties' best estimate as to the damages arising from the circumstances in which they are provided and are not intended as a penalty. The parties further agree that in the event of any actual or threatened breach of any of the provisions of this Section 13, UPS-PSI will be entitled (in addition to any and all other rights and remedies at law or in equity for damages or otherwise, which rights and remedies are cumulative) to seek specific performance, a temporary restraining order or an injunction to prevent such breach or contemplated breach.

**14. Use of Name and Publicity.** Neither party will, without prior written consent of the other party in each instance, use in advertising, publicity, or otherwise (a) the name of the other party or any of its Affiliates, or any partner or employee of such party or its Affiliates, or (b) any trade name, trademark, trade device, or simulation thereof owned by any of the foregoing.

**15. Disclaimer of Warranty.** THE DELIVERABLES, SERVICES, PRODUCTS, AND ANY OTHER ITEMS PROVIDED UNDER THIS CLIENT AGREEMENT ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UPS-PSI AND ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED,

STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, WITH RESPECT TO THE DELIVERABLES, SERVICES, PRODUCTS, AND ANY OTHER ITEMS PROVIDED BY UPS-PSI IN CONNECTION WITH THIS CLIENT AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF (a) OF MERCHANTABILITY, (b) OF SATISFACTORY OR MERCHANTABILITY QUALITY, (c) OF FITNESS FOR A PARTICULAR PURPOSE, (d) OF TITLE OR NONINFRINGEMENT, OR (e) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

**16. Limitation of Liability.** IN NO EVENT WILL UPS-PSI, ITS AFFILIATES, OR ITS SUPPLIERS BE LIABLE TO CLIENT, WHETHER IN CONTRACT OR TORT, OR UNDER ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, OR SIMILAR ECONOMIC LOSS, OR LOSS OF DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR PRODUCTS, OR THE PERFORMANCE OR NONPERFORMANCE OF THIS CLIENT AGREEMENT, OR FOR ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY, EVEN IF UPS-PSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CLIENT. IN NO EVENT WILL UPS-PSI'S LIABILITY UNDER ANY CLAIM MADE BY CLIENT EXCEED THE GREATER OF TEN THOUSAND DOLLARS (\$10,000) OR THE TOTAL AMOUNT OF FEES PAID BY CLIENT IN CONNECTION WITH THIS CLIENT AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, LESS ANY CLAIMS PAID BY UPS-PSI SINCE THE EFFECTIVE DATE OF THIS CLIENT AGREEMENT, EVEN IF SUCH LIMITATION IS FOUND TO FAIL ITS ESSENTIAL PURPOSE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OTHER THAN AN ACTION BY UPS-PSI FOR ANY AMOUNT DUE TO UPS-PSI BY CLIENT) MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

**17. Intellectual Property Claims.**

a. UPS-PSI shall defend Client from and against any third party claims that the Deliverables, as provided by UPS-PSI infringe any third party's United States patent, copyrights, or trademarks issued as of the Effective Date (collectively, "Claims"). UPS-PSI shall further pay all amounts payable to third parties in connection with any settlement or compromise of a Claim approved by UPS-PSI, and pay all damages awarded to third parties relating to a Claim, including court costs and reasonable attorneys' fees awarded. UPS-PSI's obligations under this Section 17 shall not apply to the extent (i) Client has modified or altered the Deliverables, if the alleged infringement would not have arisen but for such modification or alteration; (ii) use of the Deliverables in an application or environment for which the Deliverables were not designed or contemplated under the Client Agreement; or (iii) such Claim arises from UPS-PSI's compliance with any of Client's specifications or requests, if the alleged infringement would not have arisen but for such compliance. If as a result of any Claim under this Section 17, Client's right to use the Deliverables is enjoined, or if UPS-PSI believes that the any Deliverables are likely to become the subject of a Claim, UPS-PSI may at its expense (A) procure for Client the right to continue to use such Deliverables, or (B) modify such Deliverables to become non-infringing in a manner that does not materially diminish the quality or performance of such Deliverables, or (C) if UPS-PSI is unable to accomplish either item (A) or (B), UPS-PSI may refund any the pro-rata portion of monies paid by Client to UPS-PSI for such Deliverables. The foregoing states the entire liability of UPS-PSI with respect to any Claim that the Deliverables infringe any third party's intellectual property rights.

b. The obligations of UPS-PSI under this Section 17 are contingent upon Client (i) providing prompt written notice to UPS-PSI of any Claim; (ii) permitting UPS-PSI to exclusively to defend, compromise, settle, or appeal any Claim, provided that Client may participate in any such defense at its own cost and expense; and (iii) assisting and cooperating with UPS-PSI, as reasonably requested by UPS-PSI to enable UPS-PSI to defend, compromise, settle, or appeal any Claim. UPS-PSI may not agree to any settlement that requires the admission of liability or payment of any monies by Client, without Client's written consent in each instance.

c. NOTWITHSTANDING ANYTHING IN THE CLIENT AGREEMENT TO THE CONTRARY, INCLUDING, WITHOUT LIMITATION, SECTION 16 OF THESE GENERAL TERMS (LIMITATION OF LIABILITY), UPS-PSI'S CUMULATIVE AGGREGATE LIABILITY WITH RESPECT TO THIS SECTION 17, INCLUDING DEFENSE COSTS, WILL NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000).

**18. Notices.** All notices, requests, demands, or other communications required or permitted to be given or made under the Client Agreement must be in writing and will be given by personal service, UPS Next Day Air, facsimile, or by United States certified mail, return receipt requested, postage prepaid to the addresses set forth on the Client Agreement, or such other address as either party may provide by written notice to the other party.

**19. No Assignment.** Neither party may assign any of its rights or delegate any of its duties pursuant to the Client Agreement without the prior written consent of the other party, and any attempted assignment without such consent will be void. UPS-PSI may, however, subcontract with third parties to perform any of its obligations under the Client Agreement and may assign or delegate its rights and obligations to an Affiliate without Client's prior written consent. The parties acknowledge and agree that a change of control will constitute an assignment under this Section 19. A "change of control" means a transaction or series of transactions (a) pursuant to which control of a party hereto is acquired by persons or entities other than those who control such party on the date of the Client Agreement, where "control" means ownership or control, direct or indirect, of more than fifty percent (50%) of the stock or other equity interest entitled to vote for the election of directors or equivalent governing body, or (b) resulting in the sale of all or substantially all of a party's assets.

**20. Governmental Authorizations; Export Controls.** Neither UPS-PSI nor any of its employees or Affiliates will act as Client's agent or representative in governmental matters. Client agrees to use the Services, Deliverables, software, and any other systems or materials only in strict compliance with the Applicable Laws, rulings, and regulations of the United States and any applicable foreign jurisdiction and in a fashion that does not, in the sole judgment of UPS-PSI, negatively reflect on the goodwill or reputation of UPS-PSI or UPS. Client is solely responsible for obtaining any licenses or other governmental authorizations related to Client's use of the products furnished by UPS-PSI that may be required by any federal, state, or local government agency. Client agrees to comply with (a) all United States export laws and regulations governing the export or re-export of the Services, Deliverables, software, or other systems or materials, including, without limitation, the U.S. Export Administration Regulations (and the prohibitions on activities with entries on the Denied Persons and Entity Lists contained therein), the International Traffic in Arms Regulations and any regulations administered by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and (b) all Applicable Laws and regulations of countries other than the United States that govern the importation, use, export or re-export of the Services, Deliverables, Products, software, or other systems or materials. Client agrees to comply with any conditions that are contained in any export licenses pertaining to the foregoing items. Without limiting the generality of the foregoing, Client will not export or re-export, directly or indirectly, any of the Services, Deliverables, Products, software, or other systems or materials to any person or entity located in any country subject to embargo or sanctions by OFAC or to any individual or entity listed on OFAC's Specially Designated Nationals List without appropriate governmental approval in each instance. For purposes of convenience only, OFAC's Specially Designated Nationals List can be found at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

**21. Governing Law.** The Client Agreement will be governed by and construed and enforced in accordance with the laws of the State of Georgia, excluding its principles of conflicts of law. The parties hereby submit to the exclusive jurisdiction of the state and federal courts situated in the County of Fulton, State of Georgia over the parties and any dispute that may arise under this Agreement.

**22. Force Majeure.** UPS-PSI will not be liable or responsible for any delay or failure in performance resulting from any event, circumstance or condition that is beyond its reasonable control, including, without limitation, acts of God, hurricane, tornado, rain, flood, sinkhole, wind, hail, lightning, earthquake, snow or ice, extreme high or low temperatures, water or gas main break, cable cut, fire, explosion, riot, terrorist act, military action, any other act or failure to act on the part of a governmental authority or third party, strike, lockout, or other labor problem, transportation delay, unavailability of fuel, supplies or materials, or change in or in the interpretation of any law or regulation.

**23. Modifications; No Waiver.** The terms and conditions of the Client Agreement or any Work Order, Purchase Order, schedule, exhibit, or addendum to any of the foregoing may not be amended, waived, or modified, except in writing signed by the party to be charged therewith. No failure or delay of either party to exercise any rights or remedies under the Client Agreement or any component thereof will operate as a waiver such rights or remedies, nor will any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor will any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances. Any proposal for additional or different terms, or any effort by Client to vary the terms of this Client Agreement or any Applicable Terms and Conditions, is hereby objected to and rejected.

**24. Severability.** In the event that any provision of the Client Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of the Client Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

**25. Headings.** The headings of sections of the Client Agreement and any Applicable Terms and Conditions are for convenience of reference only and will not affect the meaning or interpretation of the Client Agreement in any way.

**26. Survival.** Notwithstanding anything herein or in the Client Agreement to the contrary, the provisions of Sections 1, 9, 4, 5, 8, 9 through 27 of these General Terms will survive the termination or expiration of the Client Agreement.

**27. Entire Agreement.** The Client Agreement, which includes these General Terms and any Applicable Terms and Conditions and any applicable Work Orders, Purchase Orders, schedules, exhibits, or addenda to any of the foregoing, constitutes the entire agreement between UPS-PSI and Client with respect to the subject matter hereof, and supersedes all

proposals, oral or written, and all other communications between the parties with respect to such subject matter. Without limiting the foregoing in any way, UPS-PSI will not be bound by terms additional to or different from those in the Client Agreement that may appear in Client's purchase orders or acknowledgements.

*[End of General Terms and Conditions]*