

**UPS CUSTOMER TECHNOLOGY PROGRAM AGREEMENT**

This Customer Technology Program Agreement (this "Agreement") is made this 31st day of May, 2013 (the "Effective Date") by and between United Parcel Service, Inc. ("UPS") and LABOR LAW POSTER SERVICE ("Customer").

**1. PROGRAM**

Customer agrees to participate in the UPS Customer Technology Program (the "Program") pursuant to which UPS and/or its subsidiaries or affiliates will provide Customer a subsidy on purchases of certain technology product(s) in the amount set forth in Section 4 ("Technology Subsidy") in consideration for Customer agreeing to commit to certain levels of shipments tendered to UPS for delivery under the account numbers listed on Schedule A attached hereto (the "Account Numbers"). UPS shall provide the Program to Customer pursuant to the terms and conditions set forth in this Agreement. In order to participate in the Program, Customer must use the Technology Subsidy within thirty (30) days after the Effective Date set forth in the first paragraph hereof.

**2. TERM**

This Agreement is effective as of the Effective Date, and shall terminate upon the conclusion of the Performance Measurement Period identified in paragraph 3(C) below unless terminated sooner in accordance with the terms and conditions of this Agreement.

**3. CUSTOMER OBLIGATIONS**

In order to participate in the Program and receive the Technology Subsidy, Customer agrees to comply with the following requirements:

A. Small Package Shipments. "PLD" or "Package Level Detail" shall be defined as the information including, but not limited to, consignee's full name, complete and accurate delivery address, and package weight and zone to be electronically forwarded to UPS by Customer. "Smart Labels" shall mean a UPS shipping label containing a UPS Tracking Number, UPS Compressed MaxiCode, UPS Routing Code, Postal Bar Code and appropriate UPS service icon. In order to be included in the calculation of UPS Small Package Revenue (defined in Section 3(D) below) (a "Small Package Shipment"): (i) such shipments shall include Smart Labels on all shipments of applicable packages originating from those certain Customer locations referenced by the Account Numbers, (ii) Customer shall cause PLD (in the then-current version PLD file format, as specified by UPS during the commissioning process, which may be updated from time to time) to be automatically uploaded to UPS at the time the Pick Up Record Bar Code Summary is requested by Customer and such packages are tendered to UPS or picked up by the UPS driver, and (iii) Customer shall include a complete and accurate address for the consignee both in the PLD upload and on the package label.

B. Freight Shipments. In order to be included in the calculation of UPS Freight Revenue (defined in Section 3(D) below) (a "Freight Shipment"), such shipments shall be: (i) made utilizing the UPS shipping service known as "UPS Freight LTL" and originate from those certain locations referenced by the Account Numbers, (ii) shipped pursuant to either the then current UPGF 525 Tariff pricing or the then current UPGF 560 Tariff pricing, and (iii) processed for shipment utilizing either: (a) UPS WorldShip software, or (b) UPS Internet Freight Shipping.

C. Performance Measurement Period. The Total UPS Revenue Commitment (as defined below) will be measured from August 3rd, 2013 through August 6th, 2016 (the "Performance Measurement Period").

D. Revenue Commitment. "UPS Small Package Revenue" means the total aggregate revenue derived from all of Customer's Small Package Shipments made during the Performance Measurement Period. "UPS Freight Revenue" means the total aggregate revenue derived from all of Customer's Freight Shipments made during the Performance Measurement Period. Customer's UPS Small Package Revenue commitment is \$ 304,043.00. Customer's UPS Freight Revenue commitment is \$ 0.00. "Total UPS Revenue" means the sum of the UPS Small Package Revenue and the UPS Freight Revenue. Customer agrees to meet a Total UPS Revenue commitment of 304,043.00 (the "Total UPS Revenue Commitment") during the Performance Measurement Period. Any revenue amounts derived from other than UPS Small Package Revenue and UPS Freight Revenue (including, without limitation, accessorial, inbound freight collect, inbound third party, inbound consignee billing, or other charges) shall not be counted towards Customer's Total UPS Revenue Commitment. Customer acknowledges and agrees that account numbers may not be added or deleted under this Agreement.

#### **4. TECHNOLOGY SUBSIDY AMOUNT**

4.1 UPS shall provide to Customer a Technology Subsidy to purchase the technology product(s) selected below ("Product(s)") from the participating vendors identified in Section 6. The Technology Subsidy shall not exceed the lesser of (i) \$ 1,400.00, or (ii) the price paid by Customer for the Product(s) selected. (Check only the applicable items)

PC

Monitor

0 Thermal Label Printer

0 Report/Label Printer (Laser Printer)

Report Only Printer (Ink Jet Printer)

Scale

Hand-held scanners

Software

OzLINK

4.2 Customer shall not use the Technology Subsidy to purchase any items other than the Product(s). Customer shall earn credits to reduce the amount owed to UPS pursuant to the terms set forth in Section 5 below. Any portion of the Technology Subsidy not used to purchase the Product(s) within 30 days of the effective date of the contract will be forfeited.

#### **5. CUSTOMER CREDITS**

5.1 Customer may earn credits on a monthly basis to be applied towards reducing the Technology Subsidy owed by Customer to UPS. The number of monthly credits Customer will earn per month during the Performance Measurement Period shall be equal to the Technology Subsidy multiplied by the Monthly Revenue Percentage. The "Monthly Revenue Percentage" shall mean an amount equal to Customer's actual monthly Total UPS Revenue generated for the applicable month divided by Customer's Total UPS Revenue Commitment.

5.2 In the event Customer has a UPS Small Package Revenue commitment amount established in Section 3(D), and Customer fails, in any given month, to: (i) include Smart Labels on all Small Package Shipments tendered to UPS for delivery during that given month, and/or (ii) cause PLD (in the then-current version PLD file format, as specified by UPS during the commissioning process and which may be updated from time to time) to be automatically uploaded to UPS at the time the Pick Up Record Bar Code Summary is requested by Customer and the Small Package Shipments are tendered to UPS or picked up by the UPS driver, then, Customer shall not be eligible to receive any credits for that month.

5.3 Customer acknowledges and agrees that it will not be entitled to any additional subsidy if Customer exceeds its Total UPS Revenue Commitment prior to the expiration of the Performance Measurement Period.

#### **6. REDEMPTION**

6.1 The Customer can view the list of participating Product vendors and the Product(s) at:

[http://www.ups.com/content/us/en/resources/techsupport/technology/customer\\_technology.html](http://www.ups.com/content/us/en/resources/techsupport/technology/customer_technology.html)

6.2 After selecting the Product(s), the Customer shall call the selected Product vendors' toll-free telephone number or access the selected Product vendors' online website (if an online website is an option) and provide the following information:

Company Name

Contact Telephone Number

Customer Ship to Address

Customer Billing Address

UPS Technology Subsidy Approval Code

Product Names, Model Numbers

6.3 When the Product(s) are available through a single vendor, the Technology Subsidy shall only be used with a single Product vendor, otherwise, the Technology Subsidy may be used with multiple Product vendor(s). The Technology Subsidy will not be reduced, nor shall any credit be given, for returned Product(s).

6.4 Subject to Customer's compliance with the terms and conditions of this Agreement, and UPS's receipt of a valid invoice from the vendor(s) for the Product(s), UPS (acting as limited paying agent for Customer hereunder) shall pay to the applicable vendor(s) for Customer's purchase of the Product(s) from those vendor(s) an amount equal to the lesser of: (i) the purchase price for the Product(s), or (ii) the balance of the Technology Subsidy amount. Customer shall make payment arrangements directly with the Product vendor(s), including without limitation, payment arrangements relating to the availability and review of Product vendor(s) invoices and the applicability of the imposition of taxes related thereto. In order to facilitate such review by Customer, UPS shall require Product vendors to provide Customer with copies of Customer invoices that are directed to UPS for payment.

6.5 Customer acknowledges and agrees that UPS is not selling, re-selling, leasing or licensing the Product(s) under this Agreement. As between Customer and UPS, Customer shall be the owner and/or the licensee (as applicable) of such Product(s). Customer further acknowledges and agrees that the Product(s) and/or Customer's use thereof may be subject to separate terms and conditions by and between Customer and the Product vendor and Customer shall have full responsibility for complying with such terms.

## **7. DEFAULT & TERMINATION**

7.1 UPS may discontinue the Program and/or terminate this Agreement:

- (a) at any time without cause, at its sole discretion, upon reasonable notice to Customer;
- (b) for breach of this Agreement by Customer, which such breach is not cured within thirty (30) days of Customer's receipt of written notice from UPS specifying in reasonable detail the nature of the breach; or
- (c) at any time, at its sole discretion, if, in any month, Customer ceases to ship via UPS.

7.2 Customer may terminate this Agreement:

- (a) subject to Section 7.4 of this Agreement, at any time without cause, at its sole discretion, upon thirty (30) days prior written notice to UPS; or
- (b) for breach of this Agreement by UPS, which such breach is not cured within thirty (30) days of UPS's receipt of written notice from Customer specifying in reasonable detail the nature of the breach.

7.3 If Customer fails to meet its obligations under this Agreement, Customer will not be eligible to receive any future technology subsidies for a period of not less than two (2) years.

7.4 Customer shall be responsible for the payment of the Technology Subsidy, minus any credits earned thereon, if:

- (a) Customer terminates this Agreement pursuant to Section 7.2(a); or
- (b) UPS terminates this Agreement pursuant to Section 7.1(b) or 7.1(c); or
- (c) If at the expiration of this Agreement, Customer has not met its Total UPS Revenue Commitment; or
- (d) Customer ceases conducting business, files for bankruptcy or becomes insolvent; or
- (e) In the event Customer has a UPS Small Package Revenue commitment amount established in Section 3(D), and Customer fails to provide UPS with Package Level Detail and Smart Labels by the beginning of the Performance Measurement Period.

## **8. MAINTENANCE AND SUPPORT**

Customer acknowledges and agrees that, unless expressly assumed by UPS in a separate written agreement governing the terms of purchase, access or use of a particular Product offered under the Program, and such agreement is duly executed by UPS, UPS is not responsible for servicing, maintaining or supporting any Product(s) purchased by, or licensed to, Customer under the Program. Customer further acknowledges and agrees that Customer shall not look to UPS to satisfy in whole or in part, any claim, demand, suit, claim, judgment or settlement arising out of or related to Customer's use of the Product(s) purchased by Customer under the Program.

## **9. CONFIDENTIALITY**

Customer agrees that the terms of this Agreement are confidential and agrees not to disclose the terms of this Agreement to any third parties unless such disclosure is required by law. If Customer is required by law to disclose the terms of this Agreement, Customer agrees to notify UPS promptly of the required disclosure to give UPS an opportunity to contest the disclosure. Customer agrees that UPS may, in addition to other remedies, enjoin Customer's violation of the terms of this Section 9.

## **10. DISCLAIMER OF WARRANTIES**

THE PROGRAM IS PROVIDED "AS IS". NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE PROGRAM OR ANY PRODUCT(S) PURCHASED BY CUSTOMER UNDER THE PROGRAM IS GIVEN OR ASSUMED BY UPS OR ITS AGENTS. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **11. LIMITATION OF LIABILITY**

IN NO EVENT WILL UPS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR PENALTIES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOOD WILL) ARISING HEREUNDER OR IN CONNECTION HEREWITH, EVEN IF UPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR PENALTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL UPS'S LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS TO CUSTOMER OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE VALUE OF ANY TECHNOLOGY SUBSIDY GRANTED TO CUSTOMER HEREUNDER.

#### **12. INDEMNIFICATION**

Customer will, at its sole cost and expense, indemnify and hold UPS, and its affiliates and its and their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, losses, damages, judgments, cost and expenses (including attorneys' fees and expenses) arising out of or related to Customer's use of the Program or any Product(s) purchased by Customer under the Program or any breach by Customer of the terms hereof in any manner. Customer shall permit UPS to participate in any such action to the extent that, in UPS's judgment, UPS may be prejudiced thereby, and Customer shall not settle any such action without the prior written consent of UPS.

#### **13. MISCELLANEOUS**

13.1 No Waiver. The failure of UPS to enforce any provision of this Agreement shall not operate or be construed as a waiver of any right or remedy to which UPS may be entitled due to any subsequent or simultaneous breach of any provision hereof.

13.2 Severability. The obligations set forth in this Agreement shall be considered as separate and independent obligations. Should any part or provision of this Agreement be held invalid, void, or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void, or unenforceable any other part or provision of this Agreement. Instead, this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

13.3 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to the conflicts of laws provisions thereof. The parties hereby acknowledge and agree that venue and personal jurisdiction shall be proper in the state and federal courts located in Fulton County, Georgia.

13.4 Notice. Except as otherwise provided herein, all notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and submitted to the parties' addresses set forth in the signature blocks below.

13.5 No Assignment. This Agreement may not be assigned by Customer except with the prior written consent of UPS. Furthermore, Customer acknowledges that the Program is provided to Customer for Customer's use only and that Customer may not resell or otherwise make available the Program to any third parties.

13.6 Use of Customer Name. UPS shall have the right to disclose to third parties that Customer is a user of the Program subject to the following restrictions: 1) UPS shall not use Customer's name or logo for promotional purposes; or (2) represent, directly or indirectly, that any product or service provided by UPS has been endorsed by Customer without the prior written consent of Customer.

13.7 Compliance with Laws and Licenses. Customer agrees not to use the Program in violation of any import, export, or other applicable laws, rules and regulations. Customer further agrees to obtain and maintain, at its sole cost and expense, all certifications, licenses, permits, consents, approvals and authorizations required by applicable law to perform or undertake its obligations under this Agreement, including, without limitation, any certification, license, permit, consent or approval required under applicable law regarding the use of scales to weigh packages.

13.8 Taxes and Shipping Charges. Customer agrees to be responsible for any and all taxes, duties, tariffs or other such assessments of any value relating to this Agreement. Customer shall be solely responsible for any and all shipping, handling and related charges not covered by any subsidy provided hereunder, arising out of any purchase or sale of Product(s) under this Agreement.

13.9 Entire Agreement. This Agreement, including Schedule A and all other attachments and exhibits, constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and terminates all prior agreements with respect to the subject matter contained herein and is not subject to change or modification except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first written above.

UNITED PARCEL SERVICE, INC

By: \_\_\_\_\_  
(an authorized representative)

Date Signed: \_\_\_\_\_

Effective Date: 31st day of May , 2013

(Customer) LABOR LAW POSTER SERVICE

By: Michael Bisley  
(an authorized representative)

Title: Operations Manager

Date Signed: 5/21/13

Billing Address: 6323 W. Saginaw Hwy.  
Lansing, MI 48917

**SCHEDULE A**  
**Customer Account Numbers**

Primary Account Number:  
5a282e

Secondary Account Number:

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<input checked="" type="checkbox"/> PC	<input checked="" type="checkbox"/> Monitor
<input checked="" type="checkbox"/> 0 Thermal Label Printer	<input type="checkbox"/> 0 Report/Label Printer (Laser Printer)
<input checked="" type="checkbox"/> Report Only Printer (Ink Jet Printer)	<input checked="" type="checkbox"/> Scale
<input checked="" type="checkbox"/> Hand-held scanners	<input type="checkbox"/> Software
<input type="checkbox"/> OzLINK	

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Company Name  
Contact Telephone Number  
Customer Ship to Address  
Customer Billing Address  
UPS Technology Subsidy Approval Code  
Product Names, Model Numbers

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