

SONICAIR INCENTIVE PROGRAM

1. In consideration of the rates set forth in Attachment G-1 ("Rates"), UPS agrees to provide its SonicAir BestFlightsm same day delivery, rush and other shipping services ("Services") to Customer on an on-demand basis in accordance with the terms and conditions of this Agreement and the terms and conditions of the UPS SonicAir BestFlight Waybill, including limitations of liability, which are incorporated herein by reference. In the event of a conflict between this Incentive Program and the Waybill, this Incentive Program will control.
2. UPS will make Services available to Customer twenty-four (24) hours a day, seven (7) days a week and will perform the Services according to the description contained in the SonicAir BestFlightsm Waybill. Customer understands that UPS will not accept hazardous materials of any kind for transport under this Incentive Program.
3. Customer must present any claims for loss or damage to Customer's cargo in writing to UPS, at the address set forth below, within reasonable time, but in no event longer than ninety (90) days after such cargo has been tendered to UPS.

UPS Supply Chain Solutions
12380 Morris Road
Alpharetta, GA 30005

4. This Incentive Program is available for the entire term of this contract agreement unless the Customer provides written notification of termination to UPS, at the address set forth in item three (3) above.
5. Customer acknowledges that certain Conditions could alter UPS's operating expenses on which the Rates are based. As used herein, a Condition means the enactment or promulgation of any new law, regulation or statute or the imposition of new material requirements on the issuance or renewal of any official permit, license or approval after the Effective Date, which (a) affects the operating costs or the ability of UPS to perform the Services, (b) is substantially more burdensome on UPS than the requirements as of the Effective Date, or (c) results in a substantial decrease in the Rates to which UPS would otherwise be entitled. If any Condition occurs after the Effective Date, UPS reserves the right to make such Rate adjustments as it deems reasonably necessary to preserve for UPS its intended benefits, by providing Customer with thirty days prior written notice of such adjustments.
6. This Incentive Program, its Attachments and the SonicAir BestFlightsm Waybill contain all of the terms and conditions agreed to by the parties and supersede any prior agreement between the parties for the Service(s). Customer shall not extend, assign or transfer any of its rights hereunder, without the prior written consent of UPS. Any assignment or attempt to assign, transfer or subcontract thereof without the prior written consent UPS shall be void and without force or effect.
7. Customer agrees that the pricing agreed to in this Incentive Program is subject to increases proportionate to increases in the SonicAir BestFlightsm tariff rates.
8. Tier Discounts are based on Customer volume commitment levels as shown on the attached rate sheet. In the event Customer fails to meet its Volume commitments as required for the additional tier discount, which will be reviewed periodically, UPSSPL reserves the right to revert the Rates of this Agreement to the appropriate tier or Published Rates upon thirty (30) days written notice.

9. Customer agrees that the tier discounts will initially be based on an annual volume commitment as stated below, and that the corresponding tier incentive for this initial volume level is as stated below.

Volume commitment (shipments per year)	1-100
Tier incentive plan	Tier 3