

Carrier Agreement



This Agreement ("Agreement") is made and entered into by and between State of Missouri FSC ("Customer") and United Parcel Service Inc., an Ohio Company ("UPS").

UPS will provide the pickup and delivery services ("Services") as set forth below subject to the terms of this Agreement. These Services will be provided with the incentives ("Incentives") as also set forth below. These Incentives shall only be available to the locations and account numbers approved and identified in **Addendum A**. Account numbers of Customer and its affiliates, each of which is more than fifty percent (50.0%) owned by Customer, may be added or deleted only by mutual written agreement of Customer and UPS and require seven (7) business days notice to UPS to become effective. Customer is prohibited from reselling or offering Incentives to any other party without the prior written consent of UPS and failure to comply with this prohibition may result in immediate cancellation of this Agreement.

Customer acknowledges and agrees that the Incentives and the minimum rates in **Addendum B** are based on and derived from the most recently published UPS list rates available at www.ups.com and are subject to change based on changes to such list rates. Each eligible package (or shipment) and accessorial will receive its applicable Incentive for the term of this Agreement. Incentives are applied on a weekly basis unless otherwise specified. Incentives shall be applied to prepaid outbound shipments unless otherwise noted. This Agreement will be subject to periodic review by UPS for Customer compliance.

Customer acknowledges and agrees that the Fuel Surcharge Index shown in the **Custom Fuel Surcharge Index Addendum** supersedes the UPS Published Fuel Surcharge and will be in effect for all applicable shipper numbers for the duration of the agreement for each eligible package (or shipment). The Fuel Surcharge will be applied on a weekly basis unless otherwise specified. This Agreement will be subject to periodic review by UPS for Customer compliance.

Customer agrees to supply the UPS Service Provider with a hard copy summary manifest at the time that the packages are tendered to UPS for shipment and provide UPS with Timely Upload of electronic Package Level Detail ("PLD") in a form acceptable to UPS. PLD includes, but is not limited to, consignee's full name, complete delivery address, package weight and zone. Timely Upload is defined as the electronic transmission of PLD to UPS at the time the packages are tendered to UPS. Customer agrees to provide smart labels on all packages tendered to UPS. A smart label, as defined herein and described in the current UPS Guide to Labeling, which may be updated from time to time by UPS, includes, but is not limited to, a MaxiCode, Postal Bar Code, current UPS Routing Code, appropriate UPS Service Icon and a UPS 1Z Tracking Number Bar Code. Customer further agrees that all shipping locations will use a UPS OnLine or OnLine compatible shipping solution that is approved and authorized by UPS as such.

Customer agrees to pay for all shipments in full within the time period required by UPS.

All Services provided by UPS shall be pursuant to the UPS Rate and Service Guide and UPS Tariff/Terms and Conditions of Service in effect at the time of shipping, each of which are incorporated herein by reference and which may be subject to change without prior notice.

Customer and UPS agree to maintain the confidentiality of this Agreement including its rates, terms and incentives ("Confidential Information") unless disclosure is required by law. Customer agrees not to post or publicly display this Confidential Information.

The Incentives will remain in effect for 46 weeks. At the end of the 46 week period, UPS in its sole discretion, reserves the right to extend the terms of this Agreement on a month-to-month basis. Notwithstanding the foregoing, UPS and Customer agree that either party may terminate this Agreement upon 30 calendar days prior written notice.

This offer is void if not accepted by August 27, 2010 ("Deadline"). Customer may accept Agreement by providing a duly signed copy of this Agreement to UPS by the Deadline. This Agreement supersedes all other agreements between the Customer and UPS regarding these Services. This Agreement is hereby signed and executed by authorized representatives of both parties.

UPS
United Parcel Service Inc.

Customer
State of Missouri FSC

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____

Date Signed: _____

Effective Date: _____

Custom Fuel Surcharge Index Addendum



The fuel surcharge index(es) contained in this Addendum will apply to the effective UPS rate at the time of shipment and shall be applied on a weekly basis unless otherwise specified. The UPS Published Fuel Surcharge will apply to any service not listed in this addendum.

N-Next Day Air Fuel Surcharge

The fuel surcharge index shown below is based on the following published fuel benchmark: **US Gulf Coast Jet Fuel (USD/Gallon)**

From	To	Fuel Surcharge Percent
0.000	1.459	0.00 %
1.460	1.499	0.50 %
1.500	1.539	1.00 %
1.540	1.579	1.50 %
1.580	1.619	2.00 %
1.620	1.659	2.50 %
1.660	1.699	3.00 %
1.700	1.739	3.50 %
1.740	1.779	4.00 %
1.780	1.819	4.50 %
1.820	1.859	5.00 %
1.860	1.899	5.50 %
1.900	1.939	6.00 %
1.940	1.979	6.50 %
1.980	And Up	7.00 %

N-Next Day Svr Fuel Surcharge

The fuel surcharge index shown below is based on the following published fuel benchmark: **US Gulf Coast Jet Fuel (USD/Gallon)**

From	To	Fuel Surcharge Percent
0.000	1.459	0.00 %
1.460	1.499	0.50 %
1.500	1.539	1.00 %
1.540	1.579	1.50 %
1.580	1.619	2.00 %
1.620	1.659	2.50 %
1.660	1.699	3.00 %
1.700	1.739	3.50 %
1.740	1.779	4.00 %
1.780	1.819	4.50 %
1.820	1.859	5.00 %
1.860	1.899	5.50 %
1.900	1.939	6.00 %
1.940	1.979	6.50 %
1.980	And Up	7.00 %

N-2DA A.M. Fuel Surcharge

The fuel surcharge index shown below is based on the following published fuel benchmark: **US Gulf Coast Jet Fuel (USD/Gallon)**

From	To	Fuel Surcharge Percent
0.000	1.459	0.00 %
1.460	1.499	0.50 %
1.500	1.539	1.00 %
1.540	1.579	1.50 %
1.580	1.619	2.00 %
1.620	1.659	2.50 %

From	To	Fuel Surcharge Percent
1.660	1.699	3.00 %
1.700	1.739	3.50 %
1.740	1.779	4.00 %
1.780	1.819	4.50 %
1.820	1.859	5.00 %
1.860	1.899	5.50 %
1.900	1.939	6.00 %
1.940	1.979	6.50 %
1.980	And Up	7.00 %

N-2nd Day Air Fuel Surcharge

The fuel surcharge index shown below is based on the following published fuel benchmark: **US Gulf Coast Jet Fuel (USD/Gallon)**

From	To	Fuel Surcharge Percent
0.000	1.459	0.00 %
1.460	1.499	0.50 %
1.500	1.539	1.00 %
1.540	1.579	1.50 %
1.580	1.619	2.00 %
1.620	1.659	2.50 %
1.660	1.699	3.00 %
1.700	1.739	3.50 %
1.740	1.779	4.00 %
1.780	1.819	4.50 %
1.820	1.859	5.00 %
1.860	1.899	5.50 %
1.900	1.939	6.00 %
1.940	1.979	6.50 %
1.980	And Up	7.00 %

N-3 Day Select Fuel Surcharge

The fuel surcharge index shown below is based on the following published fuel benchmark: **US Gulf Coast Jet Fuel (USD/Gallon)**

From	To	Fuel Surcharge Percent
0.000	1.459	0.00 %
1.460	1.499	0.50 %
1.500	1.539	1.00 %
1.540	1.579	1.50 %
1.580	1.619	2.00 %
1.620	1.659	2.50 %
1.660	1.699	3.00 %
1.700	1.739	3.50 %
1.740	1.779	4.00 %
1.780	1.819	4.50 %
1.820	1.859	5.00 %
1.860	1.899	5.50 %
1.900	1.939	6.00 %
1.940	1.979	6.50 %
1.980	And Up	7.00 %

N-Ground Fuel Surcharge

The fuel surcharge index shown below is based on the following published fuel benchmark: **National US On-Highway Diesel (USD/Gallon)**

From	To	Fuel Surcharge Percent
0.000	1.749	0.00 %
1.750	1.869	1.00 %
1.870	1.989	1.50 %
1.990	2.109	2.00 %
2.110	2.229	2.50 %

From	To	Fuel Surcharge Percent
2.230	2.349	3.00 %
2.350	2.469	3.50 %
2.470	2.589	4.00 %
2.590	2.709	4.50 %
2.710	2.829	5.00 %
2.830	2.949	5.50 %
2.950	3.069	6.00 %
3.070	3.189	6.50 %
3.190	And Up	7.00 %

E-WW Exp Fuel Surcharge

The fuel surcharge index shown below is based on the following published fuel benchmark: **US Gulf Coast Jet Fuel (USD/Gallon)**

From	To	Fuel Surcharge Percent
0.000	1.459	0.00 %
1.460	1.499	0.50 %
1.500	1.539	1.00 %
1.540	1.579	1.50 %
1.580	1.619	2.00 %
1.620	1.659	2.50 %
1.660	1.699	3.00 %
1.700	1.739	3.50 %
1.740	1.779	4.00 %
1.780	1.819	4.50 %
1.820	1.859	5.00 %
1.860	1.899	5.50 %
1.900	1.939	6.00 %
1.940	1.979	6.50 %
1.980	And Up	7.00 %

Export Worldwide Saver Fuel Surcharge

The fuel surcharge index shown below is based on the following published fuel benchmark: **US Gulf Coast Jet Fuel (USD/Gallon)**

From	To	Fuel Surcharge Percent
0.000	1.459	0.00 %
1.460	1.499	0.50 %
1.500	1.539	1.00 %
1.540	1.579	1.50 %
1.580	1.619	2.00 %
1.620	1.659	2.50 %
1.660	1.699	3.00 %
1.700	1.739	3.50 %
1.740	1.779	4.00 %
1.780	1.819	4.50 %
1.820	1.859	5.00 %
1.860	1.899	5.50 %
1.900	1.939	6.00 %
1.940	1.979	6.50 %
1.980	And Up	7.00 %

I-WW Exp Fuel Surcharge

The fuel surcharge index shown below is based on the following published fuel benchmark: **US Gulf Coast Jet Fuel (USD/Gallon)**

From	To	Fuel Surcharge Percent
0.000	1.459	0.00 %
1.460	1.499	0.50 %
1.500	1.539	1.00 %
1.540	1.579	1.50 %
1.580	1.619	2.00 %

From	To	Fuel Surcharge Percent
1.620	1.659	2.50 %
1.660	1.699	3.00 %
1.700	1.739	3.50 %
1.740	1.779	4.00 %
1.780	1.819	4.50 %
1.820	1.859	5.00 %
1.860	1.899	5.50 %
1.900	1.939	6.00 %
1.940	1.979	6.50 %
1.980	And Up	7.00 %

Import Worldwide Saver Fuel Surcharge

The fuel surcharge index shown below is based on the following published fuel benchmark: **US Gulf Coast Jet Fuel (USD/Gallon)**

From	To	Fuel Surcharge Percent
0.000	1.459	0.00 %
1.460	1.499	0.50 %
1.500	1.539	1.00 %
1.540	1.579	1.50 %
1.580	1.619	2.00 %
1.620	1.659	2.50 %
1.660	1.699	3.00 %
1.700	1.739	3.50 %
1.740	1.779	4.00 %
1.780	1.819	4.50 %
1.820	1.859	5.00 %
1.860	1.899	5.50 %
1.900	1.939	6.00 %
1.940	1.979	6.50 %
1.980	And Up	7.00 %