

UPS SUPPLY CHAIN SYMPHONY™
TERMS OF SERVICE
SCSTOS-03062025

THESE UPS SUPPLY CHAIN SYMPHONY TERMS OF SERVICE, ALONG WITH ANY UPS SUPPLY CHAIN SYMPHONY ORDER FORM, IF ANY (“**ORDER**”) ENTERED INTO BY THE PARTIES AND INCORPORATING BY REFERENCE THESE UPS SUPPLY CHAIN SYMPHONY TERMS OF SERVICE (THE “**AGREEMENT**”), CONTAIN THE TERMS AND CONDITIONS THAT GOVERN ACCESS TO AND USE OF UPS SUPPLY CHAIN SYMPHONY, A SERVICE THAT PROVIDES LOGISTICS, INFORMATION AND ANALYTICS SERVICES, AND ARE AN AGREEMENT BETWEEN THE ENTITY AGREEING TO THE TERMS HEREIN AND ANY ORDER (“**CUSTOMER**”) AND UPS SUPPLY CHAIN SOLUTIONS, INC. (“**UPS**”, COLLECTIVELY WITH CUSTOMER, THE “**PARTIES**”, OR EACH, A “**PARTY**”). Capitalized terms used herein but not defined have the meaning ascribed to such terms in the applicable Order.

1. Definitions.

a. “**Affiliate**” means an entity or entities directly or indirectly controlling, controlled by, or under common control with a Party. 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 evidence of ownership of such controlled entity.

b. “**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.

c. “**Authorized User**” means an individual approved by UPS and authorized by Customer to access Information and Data using UPS Supply Chain Symphony. Customer shall ensure no Authorized User is a Direct Competitor.

d. “**Direct Competitor**” means (i) any transportation logistics, visibility or analytics company not approved in writing by UPS; (ii) any warehousing or distribution company; (iii) any air freight or freight forwarding companies; (iv) FedEx Corporation, United States Postal Service, TNT Express N.V., DHL Express Germany GmbH, CMA CGM Group, or Kuehne + Nagel International AG; or (v) any entity controlling, controlled by, or under common control with any of the entities in sections (i), (ii) or (iv) hereof.

e. “**Documentation**” means the then current written or electronic descriptions, instructions, or other documentation describing the operation or functionality of UPS Supply Chain Symphony that UPS makes available to Customer.

f. “**Information**” means UPS logistics services information for services provided or managed by UPS, including Global Freight Forwarding and Global Logistics and Distribution.

g. “**Permitted Territory**” means any jurisdiction excluding those countries or territories subject to a comprehensive economic sanctions program administered by the U.S. Department of the Treasury Office of Foreign Assets Control (“**OFAC**”) or to any other general prohibition on the use, exportation, or reexportation of technology under U.S. sanctions or export control laws. Countries or territories subject to OFAC embargo or sanctions can change at any time. For convenient reference only, the following link provides information pertaining to such countries or territories: <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

h. “**Personal Data**” means information in any form (including without limitation documents, computer files, audiovisual recordings or livestreams, recordings of individuals on movie capturing devices, or any other form of information) that identifies or can be used to identify a natural person, directly or indirectly, including any customer, prospective customer, employee, or contractor of Customer or its Affiliates. Personal Data includes “personal data” as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and includes “personal data”, “personal information”, “personally identifiable information” and similar terms as used in any law.

i. “**Processing**” or “**Process**” means any operation or set of operations which is performed upon Data or on sets of Data (including to the extent comprising Personal Data), whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

j. “**Third-Party Licensor(s)**” means those persons or entities whose software and services are incorporated as part of UPS Supply Chain Symphony.

k. “**UPS Supply Chain Symphony**” means the version of UPS Supply Chain Symphony, a logistics, information and analytics service made available by UPS that in part provides Information, UPS grants access to in the applicable Order or Object Agreement. Examples include UPS Supply Chain Symphony and UPS Supply Chain Symphony - Select.

l. “**UPS Supply Chain Symphony Materials**” means UPS Supply Chain Symphony and any Documentation related thereto.

2. **UPS Supply Chain Symphony.**

a. Rights. Subject to Customer’s compliance with the terms and conditions of the Agreement, UPS shall provide to Authorized Users access to UPS Supply Chain Symphony. Customer shall ensure Authorized Users use UPS Supply Chain Symphony for Customer’s and its Affiliates’ sole benefit.

b. Authorized User. UPS shall issue Authorized Users, or allow Authorized Users to establish, unique credentials to access UPS Supply Chain Symphony. Authorized User credentials may not be shared or re-assigned. Customer shall ensure Authorized Users will only access UPS Supply Chain Symphony from computing devices located in the Permitted Territory. Customer will be responsible for all acts of Authorized Users and for monitoring and terminating, when appropriate, access to UPS Supply Chain Symphony by Authorized Users, including those Authorized Users of UPS Supply Chain Symphony established by a UPS Symphony Administrator. Customer will be responsible for any use or access of UPS Supply Chain Symphony through use of Authorized User credentials, whether such access was authorized or not, without any obligation to identify or otherwise verify any person or entity that gains access to UPS Supply Chain Symphony by means of such Authorized User credentials.

c. Rights as a UPS Symphony Administrator. Customer acknowledges and agrees that Authorized Users designated as “administrators” (“**UPS Symphony Administrators**”) will have access to the then current administration menu and those related administrative features of UPS Supply Chain Symphony, and may designate any other Authorized User of UPS Supply Chain Symphony as a UPS Symphony Administrator with identical rights as the first UPS Symphony Administrator.

d. Number of Authorized Users. Unless the Parties have agreed differently (e.g., in an Order), Customer may designate up to a reasonable number (as solely determined by UPS) of individuals to be approved by UPS as Authorized Users.

e. Control. Except as otherwise expressly provided in these Terms of Service, as between the Parties, UPS has and will retain sole control over the provision, management, and operation of UPS Supply Chain Symphony, including the: selection, deployment, modification, performance, and replacement of UPS Supply Chain Symphony. UPS reserves the right to monitor Customer’s use of UPS Supply Chain Symphony to confirm compliance with the requirements of these Terms of Service.

3. **Intellectual Property Rights.** Customer hereby acknowledges that the UPS Supply Chain Symphony Materials and any intellectual property therein or thereto are the sole property of UPS, its Affiliates, or any Third-Party Licensors. Customer has not acquired any ownership interest in the UPS Supply Chain Symphony Materials and will not acquire any ownership interest in the UPS Supply Chain Symphony Materials by reason of the Agreement. This Agreement does not constitute a license and only conveys limited, revocable, non-exclusive, and non-transferable rights to use UPS Supply Chain Symphony in accordance with this Agreement. Customer shall not assign, copy, sell, lend, give, redistribute, resell, lease, license, market, transfer, disclose or otherwise make the Documentation available in any manner to any third party, without the prior written consent of UPS. Customer will keep the UPS Supply Chain Symphony Materials free from any liens, claims, or encumbrances, attachments, rights of others and legal processes of Customer’s creditors or any other person or entity.

4. **Support Services.** Subject to Customer’s compliance with the terms and conditions of the Agreement, UPS will provide to Customer during the Term reasonable support via e-mail at scssymphonycommunications@ups.com. The goal of UPS will be to respond within a reasonable period of time to each e-mail request for support after the request is received.

5. **UPS Supply Chain Symphony Fees.** Customer understands and agrees that the rights granted to Customer in and to UPS Supply Chain Symphony are conditioned upon Customer’s payment of those amounts designated in an Order, on pricing notes or other documents made available to Customer (“**UPS Supply Chain Symphony Fees**”). Unless the Parties have agreed differently (e.g., in an Order), UPS may change the UPS Supply Chain Symphony Fees upon thirty (30) days’ written notice.

6. **Termination/Suspension of UPS Supply Chain Symphony.**

a. Term. Unless the Parties have agreed differently (e.g., in an Order), the effective and expiration dates of this Agreement (“**Term**”) are coincident with those of the agreement between the Customer and UPS or an Affiliate of UPS for logistics and/or transportation

services which are the object of the provided UPS Supply Chain Symphony services (“**Object Agreement**”).

b. Termination for Convenience. UPS may, at its election, upon sixty (60) days’ prior written notice, terminate this Agreement.

c. Termination for Cause. If UPS in its sole judgment believes that (i) the UPS Supply Chain Symphony Materials or Information is being used for a purpose not approved by UPS, or in violation of Applicable Law; (ii) UPS’s or any third party’s rights are jeopardized or potentially exposed to liability or damage; or (iii) Customer is in default under the Agreement, including these UPS Supply Chain Symphony Terms of Service, then UPS may immediately terminate this Agreement.

d. Suspension of Access. Customer acknowledges that UPS has the right to prohibit access to any part of UPS Supply Chain Symphony at any time as UPS deems necessary in its sole discretion.

e. Effect of Termination and Expiration. All rights to access and use UPS Supply Chain Symphony shall end upon termination of this Agreement for any reason. Any termination of the Agreement will not affect in any way any right or claim of any Party hereto incurred or accruing prior to the date of termination.

7. **Customer Data and Feedback.**

a. Data License. UPS will be entitled to rely upon the data provided to UPS by Customer and Authorized Users (if any), including without limitation all Personal Data (the “**Data**”). For clarity, Data does not include data submitted by or on behalf of Customer and its Affiliates to UPS that is information originally generated by UPS, its Affiliates or other third-party transportation providers in providing transportation and transportation related services, information obtained from third-party sources, or Feedback (defined below). Customer grants UPS a limited, non-exclusive, non-transferable, non-assignable, royalty-free license to use any and all Data in connection with UPS’s provision of UPS Supply Chain Symphony as necessary to operate and maintain UPS Supply Chain Symphony, including without limitation, to configure, format and display UPS Supply Chain Symphony and to manipulate and display such Data for the processing of transactions and shipments on behalf of Customer. Additionally, Customer grants UPS an unlimited, non-exclusive, transferable, assignable, royalty-free, irrevocable license to use the Data, excluding Personal Data contained therein, to improve UPS Supply Chain Symphony and to develop or improve other UPS products or services and for such Data to be used in or by any UPS product or service.

b. Feedback. If Customer, its Affiliates or any Authorized User sends or transmits any communications or materials to UPS by mail, email,

telephone, or otherwise, suggesting or recommending changes to UPS Supply Chain Symphony, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), UPS is free to use such Feedback irrespective of any other obligation or limitation between Customer and UPS governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assigns to UPS all right, title, and interest in, and UPS is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although UPS is not required to use any Feedback.

8. **Confidentiality.**

a. Confidential Information. Confidential Information shall include any nonpublic information, data, or know-how (including, but not limited to, that which relates to software, other technical information, and business information) that in performing under this Agreement is revealed, either orally or in writing, to the receiving Party (the “**Receiver**”) by or on behalf of (e.g., by Authorized Users) the other Party or its Affiliates (the “**Discloser**”) (a) that is marked as “Confidential”, “Proprietary”, “Restricted” or another similar term; (b) that, if disclosed orally, has been confirmed in writing as confidential within ten (10) days of disclosure; or (c) whose nature is such that a reasonable person would consider such information, data, or know-how to be confidential or proprietary. UPS’s Confidential Information includes, without limitation, information containing, based upon, or related to the UPS Supply Chain Symphony Materials, trade secrets, know-how, work product, processes, analysis, techniques, ideas, concepts and any information that has been disclosed to UPS or its Affiliates by a third party that UPS or its Affiliates are obligated to treat as confidential or secret. The Receiver shall: (a) safeguard, and ensure Authorized Users safeguard, the Discloser’s Confidential Information with at least the same degree of care as it uses in safeguarding its own Confidential Information, but no less than a reasonable degree of care; (b) not use, and ensure Authorized Users do not use, the Discloser’s Confidential Information for any purpose other than in its performance under this Agreement, and to provide/manage or receive the logistics and transportation services associated with such Confidential Information; and (c) restrict access to such Confidential Information to its (i) employees who are required to have access to such Confidential Information for the purposes authorized in (b) above; and (ii) agents, consultants, and contractors who are required to have access to such Confidential Information for the purposes authorized in (b) above and who are bound to

confidentiality obligations no less restrictive than the requirements of this Agreement.

b. Exclusions. The restrictions contained in this Section 8 do not apply to information that (a) is in package manifest or detail information, including an addressee's full name, complete delivery address, email address and phone number, and a package's weight and measurements, whether such information appears or may appear on, or be derived from, the exterior of packages, including information contained in plain text or bar code form on shipping labels affixed to packages; (b) is or becomes part of the public domain through no fault of the Receiver; (c) is in the possession of the Receiver, as evidenced by its written records, prior to its receipt from the Discloser; (d) is independently developed by the Receiver without use of Discloser's Confidential Information, as evidenced by the Receiver's written records; (e) is rightfully received by the Receiver from a third party without breach of this Agreement or any other agreement; (f) is approved for release by written authorization of the Discloser; or (g) is required to be disclosed by operation of law, provided, however, the Receiver must, where not prohibited by Applicable Law (i) first notify the Discloser in writing of such requirement, unless such notice is prohibited by applicable law; (ii) attempt to obtain the Discloser's consent to such disclosure; and (iii) in the event consent is not given, reasonably cooperate with the Discloser in limiting the disclosure of Confidential Information, including obtaining a protective order or other appropriate relief, or if not obtained, disclosing only that part of the Confidential Information which the Receiver is required to disclose.

c. Term of Obligations. The obligations in Section 8 will continue from the Effective Date until (a) with respect to Confidential Information that rises to the level of a "trade secret", as defined under Applicable Law, for the greater of three years from its disclosure or the period of time such information retains its status as a "trade secret" as determined under Applicable Law; and (b) with respect to any other Confidential Information, the third anniversary of the termination of this Agreement.

d. Residuals. Notwithstanding anything in this Agreement to the contrary, UPS may use for any purpose the Residuals, provided that UPS maintains the confidentiality of the Confidential Information as provided herein. "Residuals" means information in non-tangible form, which may be retained in the memories of persons who have had access to Customer Confidential Information, including ideas, concepts, know-how, or techniques contained therein. UPS 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.

9. **Warranty; Disclaimer of Warranty.**

a. By Customer. Customer represents and warrants that (i) Customer is not headquartered or incorporated in, or a national resident or government of, a country or territory outside the Permitted Territory; and (ii) Customer has the right to grant the license in the Data of Section 7(a).

b. DISCLAIMER. THE UPS SUPPLY CHAIN SYMPHONY MATERIALS AND INFORMATION ARE DELIVERED "AS IS" AND "AS AVAILABLE," WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ERROR-FREE OPERATION, OR AS TO THE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO UPS SUPPLY CHAIN SYMPHONY.

10. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW: UPS, ITS THIRD-PARTY LICENSORS AND UPS'S AFFILIATES ("INTERESTED ENTITY") WILL NOT BE LIABLE TO AN INTERESTED ENTITY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THIS AGREEMENT.

IN NO EVENT WILL UPS'S, ITS AFFILIATES' OR ANY THIRD-PARTY LICENSOR'S TOTAL AND CUMULATIVE LIABILITY RELATED TO, ARISING FROM OR RESULTING FROM THIS AGREEMENT EXCEED THE UPS SUPPLY CHAIN SYMPHONY FEES PAID TO UPS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ANY CLAIMS NOT MADE BY CUSTOMER WITHIN SIX (6) MONTHS AFTER THE FIRST EVENT GIVING RISE TO A CLAIM WILL BE DEEMED IRREVOCABLY WAIVED.

NOTWITHSTANDING THE FOREGOING:

THE INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND MAY BE OBTAINED FROM TRANSPORTATION PROVIDERS AND OTHER THIRD-PARTY SOURCES WHICH ARE SUBJECT TO CHANGE AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY UPS. CUSTOMER HAS SOLE RESPONSIBILITY FOR DETERMINING THE USABILITY OF ANY INFORMATION, AND UPS HAS NO LIABILITY, INCLUDING LIABILITY FOR DAMAGES BASED ON USE OF INFORMATION BY CUSTOMER; AND

UPS WILL NOT BE RESPONSIBLE AND WILL HAVE NO LIABILITY FOR LOSS, DAMAGE, OR OTHER LIABILITY ARISING FROM CUSTOMER'S FAILURE TO PROTECT THE CONFIDENTIALITY AND SECURITY OF AUTHORIZED USER CREDENTIALS.

11. Notices. All notices, requests, demands, or other communications required or permitted to be given or made under this Agreement must be in writing and will be given (i) to Customer by electronic mail to the address set forth on the Order, if any, and otherwise to the address for Notice to Customer in the Object Agreement (notice deemed effective upon sending), or (ii) to UPS by email to scssymphonycommunications@ups.com, with a copy sent by personal service, UPS Next Day Air, or by USPS certified mail, return receipt requested, postage pre-paid, to UPS, 55 Glenlake Parkway, Atlanta, GA 30328, Attention: UPS Legal Department – UPS Supply Chain Symphony, or such other address as UPS may provide by UPS modifying this UPS Supply Chain Symphony Agreement pursuant to Section 19.

12. No Assignment. Neither Party may assign any of its rights or delegate any of its duties pursuant to this Agreement, including by change of control, without the prior written consent of the other Party, and any attempted assignment without such consent will be void. Notwithstanding the foregoing, UPS has the right to subcontract with third parties (including Affiliates) to perform any of its obligations under this Agreement, and to assign or delegate any of its rights and obligations to an Affiliate without Customer's consent. "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 this Agreement, where "control" as used in the immediately preceding sentence means ownership or control, directly or indirectly, 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.

13. Export Controls. Customer agrees to comply with (a) all Applicable Laws and regulations governing the export or re-export of the UPS Supply Chain Symphony Materials and Information, 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; 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 UPS Supply Chain Symphony Materials and Information. Customer agrees to comply with any

conditions that are contained in any export licenses pertaining to the foregoing items.

14. Data Use and Protection. Customer understands that UPS may Process Data that is Personal Data, including storing, reviewing, analyzing, and providing reports based upon such Personal Data. Customer represents and warrants that (a) in regards to Data, Customer and its Affiliates have collected the Data (including to the extent comprising Personal Data) lawfully, and that Customer has the right to provide such Data to UPS for Processing consistent with the terms of the Agreement; (b) Customer's provision of Personal Data to UPS hereunder for the Processing contemplated by this Agreement complies with all Applicable Laws; (c) the Data (including to the extent comprising Personal Data) does not and will not violate, infringe upon, or misappropriate the intellectual property rights or other personal or proprietary rights of any person or entity, or violate the terms of any agreement of Customer with any third party; and (d) Customer and its Affiliates have provided all notices to and secured all consents required by Applicable Law from the subject(s) of such Data (including to the extent comprising Personal Data) prior to provision of such Data to or use of the Data by UPS. Customer has sole responsibility for the accuracy, quality, and legality of the Data (including to the extent comprising Personal Data) and the means by which Customer and its Affiliates acquired the Personal Data. Customer acknowledges and agrees that its "provision" of Data (including to the extent comprising Personal Data) to UPS includes any means of providing or making information available to UPS in connection with this Agreement, including without limitation physical or electronic file transfers and discussions. Customer acknowledges that all Personal Data that is provided to UPS will be stored, Processed, disclosed, and managed by UPS and its Affiliates consistent with the UPS Privacy Notice published at www.ups.com then in effect. Customer specifically instructs UPS to Process Personal Data as permitted hereunder.

15. Governing Law; Venue; Arbitration; Language.

a. This Agreement will be governed by the laws of the State of Georgia, United States, excluding its principles of conflicts of law. The Parties hereby irrevocably submit to the exclusive jurisdiction of a federal or state court in Atlanta, Georgia, United States for the purpose of hearing and determining any suit, action or proceedings arising out of or in connection with this Agreement or its formation or validity, and the Parties irrevocably waive and agree not to assert any defenses based on lack of in personam jurisdiction, improper venue or inconvenient forum. Notwithstanding anything in this Agreement to the contrary, UPS will be entitled to seek interim relief or provisional remedies, and both Parties are

entitled to enforce judgments or awards, before any court having jurisdiction.

b. **Language.** The Parties declare that they have required that this Agreement and all related documents, either present or future, be drawn up in the English language only. Les parties déclarent qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement. Except where local law requires otherwise, consistent with valid entry into a binding agreement, the controlling language of this Agreement is English, and any translation received from UPS is provided solely for convenience. All correspondence and communications between Customer and UPS under this Agreement must be in the English language. In the event Customer has entered into this Agreement by means of the Internet display of a translated version of this Agreement in a language other than U.S. English, Customer may view the U.S. English language version by accessing https://www.ups.com/assets/resources/supplychain/symphony/tos/en_US/UPS_Supply_Chain_Symphony_Terms_of_Service.pdf.

16. Force Majeure. UPS 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, circumstances that lead to a loss of power or telecommunications breakdown, or acts of God, pandemic, epidemic, cable cut, strike, lockout, or other labor problem, or change in or in the interpretation of any law or regulation ("**Force Majeure Event**"). If UPS is unable to perform pursuant to this section, UPS shall timely deliver written notice with sufficient information detailing the nature of the applicable Force Majeure Event. UPS shall exercise commercially reasonable efforts to resume full performance as soon as reasonably practicable.

17. Modifications; No Waiver. This Agreement may not be amended, waived, or modified, except in writing signed by the Party to be charged. However, UPS may modify these Terms of Service in its sole discretion by posting such modified terms and conditions at https://www.ups.com/assets/resources/supplychain/symphony/tos/en_US/UPS_Supply_Chain_Symphony_Terms_of_Service.pdf, and any such changes, including without limitation any modifications to the warranty disclaimers or limitations of liability, will supersede the prior terms after the effective date of such changes, and Authorized User's continued use of UPS Supply Chain Symphony after the effective date of such changes constitutes Customer's agreement to the modified Terms of Service. However, Customer may terminate this Agreement upon thirty (30) days' notice without penalty if it objects to any such material changes.

No failure or delay of either Party to exercise any rights or remedies under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any rights or remedies preclude any further or other exercise thereof or any rights or remedies with respect to any other circumstances.

18. Severability of Provisions. If any portion of this Agreement is found to be invalid or unenforceable, the remaining portions will remain in full force and effect.

19. Entire Agreement, Headings. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous representations, understandings and agreements related thereto including any prior versions of this Agreement, all of which are merged into this Agreement. The headings of this Agreement are for reference only and will not affect the interpretation of this Agreement.

20. Survival. Notwithstanding anything herein or in this Agreement to the contrary, the provisions of Sections 1, 3, 5, 6(e), 7, 8 (as set forth therein), 9-11, and 14-20 hereof will survive the termination or expiration of this Agreement.

[End of Terms of Service]