

ELECTRONIC DATA ACCESS AND EXCHANGE AGREEMENT

THIS ELECTRONIC DATA ACCESS AND EXCHANGE AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 200_____, by and between United Parcel Service General Services Co., a Delaware corporation (hereinafter "UPS"), with principal offices at 55 Glenlake Parkway, N.E., Atlanta, Georgia 30328, and _____, a _____ corporation (hereinafter "Customer"), with principal offices at _____.

WHEREAS, Customer desires to exchange electronic information with UPS as further discussed in this Agreement; and

WHEREAS, UPS, either directly or through one of its Affiliates (as defined in this Agreement) desires to provide the electronic data access and exchange to Customer;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. PREREQUISITES.

1.1 Definitions.

"Affiliate" means any person, firm, corporation, partnership, association or other entity that directly or indirectly or through one or more intermediaries controls, is controlled by, or is under common control with a specified person, firm, corporation, partnership, association or entity.

"Confidential Information" means, collectively, both Proprietary Information and Trade Secrets.

"Customer Service Cycle" means the cycle in which the Customer (the "UPS Shipper") receives an order from their customer (the "UPS Consignee"), fills that order, ships that order, carrier picks up that order/package from the UPS Shipper, delivers the package to the UPS Consignee, and the UPS Shipper invoices the UPS Consignee with proof of delivery of the order, and may also include initiating billing invoices, bill payment, establishing delivery, providing delivery information to Customer's customers, and supporting Customer's service centers and Customer's customers service centers.

"Delivery Point" means the point of exchange of electronic information between UPS and Customer as defined in Attachment 1.

"Document Exchange" means a UPS proprietary method of exchanging information using the Internet and includes the service known as UPS® Document Exchange™, and includes UPS Online® Courier™ and successor services.

"File Format" means a standard format for the electronic information as agreed to by the parties and defined in Attachment 1.

"Host Access" means a UPS proprietary method of exchanging business data between UPS and Customer known as UPS OnLine® Host Access™.

"Proprietary Information" shall mean all data (including the Shipping Data), and derivatives thereof, transmitted electronically pursuant to this Agreement by a party (the "Disclosing Party"), to the other party (the "Receiving Party"), directly or indirectly, at any time, whether or not received from the Disclosing Party or any person subject to a contractual or fiduciary relationship with the Disclosing Party, including oral communications to Customer regarding UPS's implementation of the electronic data exchange. The term "Proprietary Information" shall not include information to the extent that such information appears on the outside of the package tendered to UPS for shipment or is required to be disclosed to perform the transportation, logistics, and related services for Customer or that the Receiving Party can prove: (1) was known to the Receiving Party at the time of receipt from the Disclosing Party, so long as such information was not acquired directly or indirectly from the Disclosing Party; (2) is or becomes publicly known through no act or fault of the Receiving Party; or (3) is or becomes part of the public domain through no act or fault of the Receiving Party; (4) was received by the Receiving Party from a third party having the legal right to transmit the same; or (5) was developed by the Receiving Party independently of any of the Proprietary Information; *provided, however,* that the Shipping Data, taken as a whole, shall not be deemed to be within the foregoing exceptions merely because one or more individual components is in the public domain or otherwise within such exceptions, as previously described, unless the Shipping Data in its entirety is in the public domain or otherwise entirely within any one such exception.

"Shipping Data" means the electronic information exchanged between UPS and Customer as further detailed in Attachment 1.

"SubTPP" means a third party subcontracted by TPP (as defined below) for providing services to close the Customer Service Cycle.

"TPP" means a designated third party service provider hired by Customer for providing services to close the Customer Service Cycle.

"Trade Secrets" means all data (including the Shipping Data), and derivatives thereof, related to a Disclosing Party, which are protectable by such Disclosing Party as a "Trade Secret" under applicable law.

"Transfer Method" means the electronic method for exchanging data with UPS and defined in Attachment 1.

1.2 Shipping Data. Transfer Method. Each party may electronically transmit to or receive from the other party Shipping Data. The Shipping Data shall be transmitted via the Transfer Method and in the File Format set forth in Attachment 1. The parties may by mutual written agreement add to or modify the Shipping Data to be exchanged or the Transfer Method to be used for exchanging electronic data pursuant to this Agreement.

1.3 TPPs and SubTPPs. Shipping Data will be exchanged electronically as specified herein, either directly with Customer or through TPP or through a SubTPP. Customer must provide UPS at the address set forth in Attachment 1 and to the Customer's UPS Account Representative (as set forth in Section 6.3 below), with thirty (30) days' prior written notice of its intention to use or cease use of either a TPP or a SubTPP and such party's name. The TPP and SubTPP (if selected) must execute the Access Authorization Form attached hereto as **Exhibit 1**, a copy of which shall be provided to UPS. Each TPP and SubTPP must enter into a Third Party Provider Agreement with UPS in substantially the form of **Exhibit 2** attached hereto, prior to any transmission of Shipping Data. If Customer utilizes a TPP or SubTPP, Customer shall pay UPS pursuant to this Agreement within seven (7) days of Customer's receipt of the UPS invoice.

1.4 Authorized Uses. Shipping Data exchanged pursuant to this Agreement may **only** be used by Customer, TPP, and SubTPP for closing the Customer Service Cycle ("Authorized Purposes"). The Shipping Data shall not be used for any other purposes. In addition, Customer shall not use any information identifying a third party, including but not limited to any signature data included in the Shipping Data, except for tracking the package and verifying its delivery and for no other purpose, and the signature information shall not be stored in electronic form by Customer.

1.5 Use of Shipping Data for other than Authorized Purposes. Customer shall be responsible for any costs and expenses incurred by UPS as a result of use of the Shipping Data for other than an Authorized Purpose by Customer, TPP, or SubTPP or their respective officers or employees. In addition, if Customer, TPP or SubTPP accesses the Shipping Data for other than an Authorized Purpose, Customer shall indemnify UPS, its parent, and any direct or indirect subsidiaries of its parent and their officers, employees, agents and affiliates and hold them harmless from any losses, damages, liabilities, costs and expenses incurred (including reasonable attorney's fees) arising out of such unauthorized use or access.

2. TRANSMISSIONS.

2.1 Costs and Fees. Each party is responsible for telecommunications costs associated with providing Shipping Data to or receiving Shipping Data from its Delivery Point. Customer understands that Customer is responsible for all other telecommunication costs associated with the exchange of Shipping Data unless UPS and Customer agree otherwise. In addition, Customer understands that Customer shall be responsible for any costs associated with excessive tracking or tracing or invalid service refunds requested by Customer, TPP, or SubTPP as further set forth in the UPS Tariff, Rate Schedule, and Guide to UPS Services.

2.2 Transmission Requirements. Software, hardware, telecommunications and related requirements for Transfer Method to be used by Customer are set forth in Attachment 1.

2.3 Garbled Transmissions. If any transmitted Shipping Data is unintelligible or garbled, the receiving party shall promptly notify the

originating party (if identifiable from the received Shipping Data) in a commercially reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Shipping Data shall control.

3. CONFIDENTIALITY.

3.1 Intellectual Property. Each party acknowledges that nothing herein provided shall be deemed to convey to the other party any rights or license under any patents, patent applications, inventions, copyrights, trade secrets, trademarks, or other intellectual property rights of the other party unless specifically set forth in this Agreement.

3.2 Customer Confidentiality Obligations. Customer agrees not to disclose or authorize access to the Shipping Data to any person other than a designated and authorized TPP, and/or SubTPP or officers and employees of Customer, and only for the purposes as stated in this Agreement. Customer shall hold all UPS Confidential Information in strict confidence and shall protect such UPS Confidential Information with no less diligence than it protects its own confidential or proprietary information. Customer shall not disclose any UPS Proprietary Information to any third party nor may Customer use any UPS Proprietary Information for any purpose other than that set forth above. During the term of this Agreement and at all times thereafter, Customer shall not disclose any UPS Trade Secrets to any third party nor may Customer use any UPS Trade Secrets for any purpose other than that set forth above. All UPS Confidential Information placed in tangible form by Customer shall be promptly marked prominently referring to its confidential nature and ownership by UPS. If disclosure of UPS Confidential Information is required under provisions of any law or court order, Customer will notify UPS of the obligation to make such disclosure sufficiently in advance of the disclosure so UPS will have a reasonable opportunity to object.

3.3 UPS Confidentiality Obligations. UPS agrees not to use or disclose Customer Confidential Information except as required for the performance of transportation, logistics, and related services for Customer or as is otherwise set for in the UPS Privacy Policy located at the UPS website, www.ups.com. UPS shall protect the Customer Confidential Information with at least the same degree of care as it uses to protect its own information of a similar nature but in no event less than a reasonable degree of care. UPS shall not disclose any Customer Confidential Information to any third party nor may UPS use any Customer Confidential Information for any purpose other than that set forth above. All Customer Confidential Information placed in tangible form by UPS shall be promptly marked prominently referring to its confidential nature and ownership by Customer. If disclosure of Customer Confidential Information is required under provisions of any law or court order, UPS will notify Customer of the obligation to make such disclosure sufficiently in advance of the disclosure so Customer will have a reasonable opportunity to object.

3.4 Existence of Agreement. Neither party shall acknowledge to any third party the execution of this Agreement, the terms and conditions contained herein, or the underlying discussions related to this Agreement, without the prior written approval of the other.

3.5 Employees and Contractors. Customer represents and warrants that each of its employees to whom UPS Confidential Information is disclosed shall have a need to know such information for the purposes contemplated by this Agreement and shall have first executed an agreement requiring such employee to be bound by all of the restrictions of confidentiality set forth herein. In the event Customer does not obtain such executed agreement, Customer shall be fully liable for any actions of its employees with respect to UPS Confidential Information. Customer shall take all precautions to insure that the secrecy of UPS Confidential Information is preserved among its employees and it shall be responsible for the preservation of such secrecy during the term of their employment or engagement, as applicable, and after termination thereof.

3.6 Right to Seek Equitable Relief. Customer agrees that the Shipping Data provide economic value to UPS, the unauthorized release of which would cause UPS substantial competitive harm, and that, in addition to any other remedy that may be afforded by law, any breach or threatened breach of this section may be prohibited by UPS by restraining order and/or injunction or by other equitable remedies in any court of competent jurisdiction. Customer accordingly agrees to safeguard such UPS Confidential Information. This provision shall survive termination of this Agreement.

3.7 Term of Obligations. The obligations in this Section 3 shall apply during the term of this Agreement and for two years after its termination, unless a longer period of protection is provided by law.

4. TERMINATION. This Agreement shall commence on the date of execution of this Agreement, and this Agreement shall remain in effect until such time as the Transportation Agreement dated _____, executed by and between UPS and Customer, if any, remains in effect. In the event that Customer and UPS have not executed a Transportation Agreement, this Agreement shall remain in effect for a period of two (2) years from the date hereof, and shall automatically renew for one (1) year periods unless either party provides the other party with not less than thirty (30) days prior written notice of their intention not to renew this Agreement. In addition, this Agreement may be terminated as follows: (i) by either party by providing the other party with thirty (30) days prior written notice, which notice shall specify the effective date of termination; and (ii) either party may terminate this Agreement immediately if the other party fails to cure any material breach of this Agreement within three (3) days of receipt of notice of such breach. Any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination.

5. WARRANTIES.

5.1 Disclaimer of Warranties. *All Shipping Data is provided "AS IS." Neither party makes any warranties with respect to the Shipping Data or its accuracy, or services provided by UPS pursuant to this Agreement, express, implied, or otherwise, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and against infringement, all of which are hereby expressly disclaimed.*

5.2 Limitation of Liability. *Neither party, its parent or any direct or indirect subsidiaries of its parent or any of their officers, directors, employees or representatives shall be liable to the other party for any special, indirect, incidental, exemplary, or consequential damages, loss of profits, or loss of goodwill resulting from the use, distribution or inability to use or distribute the Shipping Data, including but not limited to damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any Shipping Data, even if such party has been notified of the likelihood of such occurrence. The sole and exclusive remedy available to each party shall be limited to the recovery of actual direct damages. For the purposes of this Agreement direct damages shall include all damages associated with use of or access to the Shipping Data for other than Authorized Purposes. The parties agree that this limitation of liability shall survive and continue in full force and effect despite any failure of an exclusive remedy.*

6. MISCELLANEOUS.

6.1 Severability. If any provision of this Agreement shall be held invalid or unenforceable, such provision will be deemed deleted from this Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

6.2 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior discussions and agreements oral or written, express or implied, relating to the subject matter hereof.

6.3 Notices. Each party agrees to give all notices, requests, demands or other communications required or permitted under this Agreement by personal service (effective on the date it is delivered); UPS Next Day Air® (effective one business day after dispatch); facsimile (effective on the date of transmission); United States certified mail, return receipt requested, postage prepaid (effective on the third business day following its placement in the mail); UPS Document Exchange SM service, such as, UPS Online® Courier SM or a successor service (effective on the date of transmission); as set forth in Attachment 1.

6.4 Record Retention and Confirmation. UPS and Customer shall retain copies of all Shipping Data transmitted by it relating to each transaction either in hard copy or in electronic files or records as part of a data base so that such Shipping Data are retrievable for at least two (2) years from the conclusion of each such transaction. In the event that the parties agree to include UPS billing invoices as a part of the Shipping Data, electronic transmission and receipt of such Shipping Data will replace receipt of detailed

invoices. However, for payment purposes, Customer will receive a one page summary of the total amounts due as well as a remittance coupon.

6.5 Use of Name and Publicity. Each party agrees that it shall not, without prior written consent of the other party (a) use in advertising, publicity or otherwise the name of the other party or any of its Affiliates (including, for UPS, without limitation United Parcel Service of America, Inc.), or any partner or employee of the other party or its Affiliates, nor any trade name, trademark, trade device or simulation thereof owned by the other party or its Affiliates, or (b) represent, directly or indirectly, that any product or any service that it provides has been approved or endorsed by the other party or its Affiliates.

6.6 Non-Assignment/Subcontracting. Customer shall not assign, subcontract or otherwise transfer all or part of its rights, obligations or interests in this Agreement without the prior written consent of UPS except that Customer may assign this Agreement to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets. UPS shall not assign, subcontract or otherwise transfer all or part of its rights, obligations or interests in this Agreement without the prior written consent of Customer except that UPS may assign this Agreement to an Affiliate of UPS.

6.7 Arbitration. Any controversy or claim arising out of or relating to this Agreement or any breach hereof, except for: (i) claims regarding ownership of or misuse of intellectual property; (ii) any claims related to ownership, confidentiality, or misuse of the Shipping Data, or (iii) any claims related to or arising out of a breach of the provisions of Section 3, shall be settled by binding arbitration in the City of Atlanta, Georgia in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three (3) arbitrators. Each party shall select an arbitrator and the two (2) arbitrators so chosen shall select the third arbitrator. Each arbitrator shall be knowledgeable in legal procedures and the rules of evidence and shall have a minimum of five (5) years of commercial experience with business information and electronic data processing systems, information system contracts, and intellectual property. Any judgment upon the award rendered as a result of such

arbitration proceeding may be entered in any court having jurisdiction thereof. All arbitration proceedings shall be conducted in the English language and all documents and materials which may be required to be submitted during the course of the arbitration proceedings shall be translated into the English language. The prevailing party shall be entitled to receive from the other party its attorney's fees and costs incurred in connection with any action, proceeding or arbitration hereunder.

6.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to any conflict of law rules.

6.9 Communication Failures, Force Majeure, and Limitation of Damages. Neither party shall be responsible for any damages or other liability resulting from such party's inability to receive or transmit any Shipping Data electronically or any error in the electronic transmission or receipt of any Shipping Data ("Communications Event"), if such Communications Event is proximately attributable to (1) any Force Majeure Event, including, without limitation, any mechanical, electrical, or communications failure, or (2) the performance of any third party VAN or other network provider in providing a communications link for the exchange of Shipping Data contemplated by this Agreement. "Force Majeure Event" shall mean any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes, or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause, if the delay or interruption in performance is beyond its reasonable control.

6.10 Waiver. Both parties reserves the right to waive any term or condition with regard to the obligations and representations of the other as set forth in this Agreement. No waiver of any term or condition in this Agreement or failure of a party to enforce any breach or delay of a term or condition of this Agreement shall operate or be construed as a waiver of any other term or condition or a breach or subsequent breach of such.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

UNITED PARCEL SERVICE GENERAL SERVICES CO.

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Exhibit 1

**ACCESS AUTHORIZATION FORM
FOR ELECTRONIC DATA ACCESS AND EXCHANGE**

____ ("Customer") hereby designates and authorizes Princeton Profit Associates ("TPP") and
____ ("SubTPP") to access Shipping Data transmitted by UPS. TPP and SubTPP, if any, agree to execute a Third
Party Provider Agreement (the "TPP Agreement") with UPS as a condition precedent to being provided access to the Shipping Data, for
the purposes set forth in the TPP Agreement.

Customer:

Signature: _____
Printed Name: _____
Title: _____
Address: _____
Telephone No.: _____

TPP:

Princeton Profit Associates, Inc
Signature: _____
Printed Name: Paul Sha
Title: Operations Manager
Address: 78 Harvard Cr., Princeton, NJ 08540
Telephone No.: (609) 548-0326

SubTPP:

Signature: _____
Printed Name: _____
Title: _____
Address: _____
Telephone No.: _____