



SERVICE AGREEMENT

CUSTOMER		
STREET ADDRESS		
CITY	STATE	ZIP
BILLING ADDRESS		
CITY	STATE	ZIP
MAIN TELEPHONE		FAX NUMBER
EXECUTIVE CONTACT	EMAIL	EXT
BILLING CONTACT	EMAIL	EXT
SALES REPRESENTATIVE		DATE

This Agreement is made and entered into by and between Lineage Investments, Inc., an authorized reseller of UPS as a licensed WORLDWIDE EXPRESS franchisee ("WORLDWIDE EXPRESS"), and Customer as of the Effective Date.

1. Services. "Services" shall refer collectively to services identified in the table below, and all other Optional and Value Added Services provided by UPS. Services shall be rendered according to the UPS Rate and Service Guide (herein understood to be published by UPS on www.UPS.com). Customer acknowledges its sole responsibility to understand and adhere to the UPS Tariff/Terms and Conditions detailed in the UPS Rate and Service Guide. The UPS Service Guide will be considered part of the Agreement.

Domestic Services	Export Services	Import Services
Next Day Air Early A.M. Next Day Air Next Day Air Saver 2 nd Day Air A.M. 2 nd Day Air P.M. 3 Day Select Ground	Worldwide Express Plus Worldwide Express Worldwide Saver Worldwide Expedited Standard to Canada (Ground)	Worldwide Express Plus Worldwide Express Worldwide Saver Worldwide Expedited 3 Day Select from Canada Standard from Canada (Ground)

2. Incentive Discount Structure. Each eligible package will receive an incentive discount using the following schedule. Incentives apply to UPS's Published List Prices for transportation charges incurred on Prepaid and Freight Collect billed shipments, excluding accessorial fees, surcharges, import revenue, and international shipment duties and taxes.

2a. Volume Discount Tiers. The governing tier is determined by using a 52 week rolling average of the Customer's cumulative weekly transportation charges, excluding accessorial fees, surcharges, import revenue, and international shipment duties and taxes. Customer's Average Gross Weekly Charges does not include the current week's shipping activity.

Volume Discount Tier	Average Gross Weekly Charges			
	Greater or equal to...			...but less than
Tier 1	\$	0.00	-	\$
Tier 2	\$		-	\$
Tier 3	\$		-	\$
Tier 4	\$		-	\$
Tier 5	\$		-	\$ or more



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2b. Domestic Services Discount Schedule. Transportation charges for ground shipments are subject to a minimum charge equal to the UPS published list rate for a Zone 2, five pound shipment.

Volume Discount Tier	Next Day Air	Next Day Air Saver	2 nd Day A.M.	2 nd Day P.M	3 rd Day Saver	Ground Commercial	Ground Residential
Tier 1							
Tier 2							
Tier 3							
Tier 4							
Tier 5							

2c. Export Services Discount Schedule.

Volume Discount Tier	Worldwide Express	Worldwide Saver	Worldwide Expedited	Standard to Canada
Tier 1				
Tier 2				
Tier 3				
Tier 4				
Tier 5				

2d. Import Services Discount Schedule. Import services will be provided at UPS List Prices unless the Agreement is accompanied by an addendum specifically documenting the extended discounts for such services, as noted by checking the following box:

3. Customer Responsibility. In addition to the Customer's other responsibilities under the Agreement, Customer will (i) be solely responsible for establishing and maintaining security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to its computers, servers or other equipment or materials used to access the Services; (ii) be solely responsible for all fraudulent or unauthorized use of the Services by persons accessing Customer's facilities or premises or that otherwise occurs due to Customer's failure to properly secure access to Services. In connection with the Services, WORLDWIDE EXPRESS may provide equipment to be located at Customer's premises. Such equipment will remain the sole property of WORLDWIDE EXPRESS. Customer will take reasonable measures to protect such equipment and will fully compensate WORLDWIDE EXPRESS for the value of any such equipment that is lost or damaged.

4. Payment and Credits. Payments must be made in U.S. Dollars and received by the specified due date. A 10 day grace period is provided to allow for irregularities in the United States Postal Service. Customer shall forfeit discounts extended on invoices not paid within terms, and shall be subject to finance charges and/or late fees as allowed by law. Customer shall be liable for any collection fees, court costs, and other related expenses associated with the collection of unpaid invoices. Charges on each invoice will be deemed correct and indisputable unless Customer registers a dispute, specifically identifying the disputed charge, within 30 days of the invoice date. Undisputed amounts on such invoice must be paid by Customer by the due date, regardless of the existence of any dispute regarding other amounts. Any disputed amounts that WORLDWIDE EXPRESS determines to be in error or not in compliance with the Agreement will be adjusted by the issuing of a credit memo. Any disputed amount WORLDWIDE EXPRESS reasonably determines to be correct will be due and payable by Customer, and subject to the provisions of the Agreement. WORLDWIDE EXPRESS may assess Customer a fee of \$30 for any check returned for insufficient funds.

5. Notices. Notice sent to WORLDWIDE EXPRESS via the U.S. Postal Service are to be sent to WORLDWIDE EXPRESS, P.O. Box 969, Fayetteville, GA 30214. Notice sent via UPS or other courier service are to be sent to WORLDWIDE EXPRESS, 165 Carnegie Place, Suite D, Fayetteville, GA 30214. Notice sent to Customer shall be addressed to Customer's Billing Address.

6. Force Majeure. WORLDWIDE EXPRESS will not be liable or in breach of the Agreement for any delay, or any consequence thereof, caused by any cause beyond its reasonable control, including, without limitation, fire; earthquake; flood; weather; acts of God; labor disputes; explosions; civil disturbances; terrorism; vandalism; governmental actions or shortages of equipment or supplies.



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7. Limit of Liability. Notwithstanding anything to the contrary provided herein, under no circumstances shall WORLDWIDE EXPRESS be liable for any incidental, special, consequential, exemplary, punitive, economic or indirect damages including without limitation, lost revenue, lost profits, lost data, lost property, loss of use, or fraud or otherwise unauthorized use. Customer's sole remedy for loss or damage caused by the use of Services shall be limited to an amount equivalent to the charges paid, or payable, and as provided for in the Service Conditions, even if the risk of such loss or damage was brought to the attention of WORLDWIDE EXPRESS before or after acceptance of the Shipment. If Customer regards these limits as insufficient, it has the option to insure Shipments at the time of Shipment Preparation, or make its own insurance arrangements, at which time, in either case, the liability is borne by the insurance provider.

8. Nondisclosure. Customer shall treat this entire Agreement as Confidential Information and acknowledges that it has commercial value or other utility in the business in which WORLDWIDE EXPRESS is engaged. Customer shall not, without prior written approval of WORLDWIDE EXPRESS, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of WORLDWIDE EXPRESS, any Confidential Information. Customer's obligations to this provision do not extend to information that is publicly known or required to be disclosed by a court of law. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Customer's duty to hold Confidential Information in confidence shall remain in effect until WORLDWIDE EXPRESS sends written notice releasing Customer from this duty.

9. Severability. If a court finds any provision of the Agreement invalid or unenforceable, the other provisions will remain in effect and the parties will work in good faith to agree to a replacement provision that has the same or similar intent as the original.

10. Waiver. Failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

11. Survivability. This Agreement shall be binding on the representatives, assigns and successors of each party.

CUSTOMER AUTHORIZATION

As an authorized representative of the company identified above ("Customer"), I hereby agree to the terms contained within the Agreement.

Signature

Title

Printed Name

Date