

REGARDING DIRECT ACCESS TO COMPUTER SYSTEMS

OF WAKEFERN FOOD CORP.

In consideration of the terms and conditions set forth herein, Wakefern Food Corp. (“Wakefern”) and _____ (“User”), with its principal offices at _____ agree as follows:

I - ANNEX TO CONTRACT:

In the event an agreement exists between Wakefern and User, which contemplates that User will provide information and data or receive information and data from Wakefern, this Agreement is annexed to and made part thereof.

II - ACCESS TO WAKEFERN COMPUTERS:

In connection with a business transaction or transactions between Wakefern and User, User has requested, and Wakefern has agreed to grant User access to Wakefern's Systems (as hereinafter defined as the “System”) for purposes related to the transaction or transactions contemplated by the parties.

III – SECURITY, POLICY AND GUIDELINES:

Wakefern and User mutually agree to control and protect the integrity of the System and the information contained therein (the “Information”) in order to minimize the probability of financial loss to Wakefern or to other Users resulting from unauthorized use or disclosure of Information or, destruction or other action that causes an inability to retrieve data generated from the System. In accordance with Wakefern policy, User shall be permitted to have access to the System and to enter or extract/copy Information and data there from pursuant to the following terms and conditions:

a) Definitions:

“User” means legal entity entering into said agreement with Wakefern.

“Approved Users” means those persons listed on Exhibit A hereto and any other person authorized by Wakefern, according to procedures set forth in Section V hereof, to access the System.

“User Data”, means data generated by User to be supplied to Wakefern or data accumulated by Wakefern to be supplied to User in accordance with transaction or transactions contemplated by the parties hereto.



“Authorized Use” means access to the System for the downloading or updating of User data.

“System” means Wakefern's mainframe computer/distributed processing systems and associated hardware, the communications network linking Authorized Hardware, if applicable, to Wakefern's mainframe computer/distributed processing systems and all data and software, including application programs and operating systems, resident thereon.

“Authorized Hardware” means all hardware, including computers, dedicated line, info key, storage media and/or terminals located which are under User's control and which are provided or approved by Wakefern for Authorized Use.

NOTE: Applicable in select instances only.

IV – ACCESS TO SYSTEM:

- a) Wakefern will provide User with Ids and passwords necessary to access the System. Such Ids and passwords will be provided only to Approved Users employed by or under the control of User. A separate password will be assigned to each Authorized User and may not be disclosed to any other person, including another Approved User. Approved Users as of the date of this Agreement are those persons listed on Exhibit A hereto. In the event User wishes to permit a person who is not currently an Approved User to access the System, it will make a request in writing (Exhibit A) to Wakefern. Such request will identify the person to whom access is requested and the reasons therefore. Wakefern will respond in writing to all such requests within ten (10) business days of receipt and will not unreasonably deny such request. In the event Wakefern grants such request, such person will become an Approved User and Wakefern will assign an Id and password to such person. User shall immediately inform Wakefern of any Approved User who is scheduled to leave, or has left, the employ of User or has been transferred out of the User department.
- b) User agrees that it will not disclose or permit to be disclosed any password to any person who is not an Approved User to whom such password has been assigned.
- c) Wakefern may, at its sole discretion, change any password necessary to access the System. Except as provided in Section XI, Wakefern will provide notice of such changes to Approved Users so as to permit, where practical, uninterrupted access to the System by User.

V – SECURITY PROCEDURES:

User agrees to conform in all respects and at all times to the security procedures set forth below and to any other reasonable procedures, which may be required from time to time by Wakefern.

- iv) User shall take all reasonable precautions to prevent access to the System by persons that are not Approved Users.
- v) In the event Authorized Hardware and/or Communications Software are utilized, access should be to Approved Users.



- vi) User shall not load or attempt to introduce any program or data onto the System other than User Data.
- vii) In the event Authorized Hardware is used, User shall not load or operate, and will take all reasonable precautions to prevent the loading or operation, of any software, programs or data on the said hardware other than the data and software approved in writing by Wakefern.

VI - Audit of Security Procedures:

User agrees to provide Wakefern or Wakefern's agent or representative's access to User's premises during regular business hours for the purposes of inspecting the Authorized Hardware, if applicable, and any records or other materials relating to the operation of such Hardware or User's access to the System.

VII - Confidentiality:

- a) User acknowledges that its access to the System gives access to certain Information, materials and data concerning Wakefern Food Corp., ShopRite Supermarket operators and vendors thereto, some of which may be competitors of User. User further acknowledges that all of the Information to which it has access, be considered by Wakefern to be confidential and proprietary to Wakefern. In consideration of receiving direct access to the Wakefern System, the User agrees to keep confidential and to not disclose or use, except in connection with Authorized Use either during or subsequent to the period of time which the User has access to the Wakefern System, the Information obtained by the User or disclosed to the User as a result of its access to the System. With respect to persons employed by User, the User shall take any and all lawful measures to prevent the unauthorized use or disclosure of such information and to prevent unauthorized persons from obtaining or using such information. User agrees to refrain from directly or indirectly taking any action, which would constitute or facilitate the unauthorized use or disclosure of such information. User further agrees that only those of its employees, agents, officers or directors with a need to know such information for the purposes of performing User's legitimate business will be provided with access to such confidential information.
- b) Notwithstanding the foregoing, the provisions of the preceding section shall not apply to knowledge, information, documents or materials which User can conclusively establish: (i) have entered the public domain without breach by User of any obligation to Wakefern; (ii) become known to User prior to Wakefern's disclosure of such information to User; (iii) are permitted to be disclosed by prior written consent from Wakefern; or (iv) are independently developed by User without breach of this Agreement.
- c) The provisions of this Section VII shall survive the expiration or termination of this Agreement.



VIII - Warranties Of User: User represents and warrants that:

- a) It will not access, and will take all reasonable precautions to prevent access to, the System for any purpose or use which is not an Authorized Use, including:
 - i) Loading or operating any software or programs on the Authorized Hardware, if applicable, or System other than software or programs provided to it or approved, in writing, by Wakefern;
 - ii) Introducing, storing or withdrawing data on or from the System which is not User Data; or
 - iii) Introducing viruses, any other software, programs or data, which have, or are intended to have an adverse effect on the System.
 - iv) Reviewing or withdrawing Information, which is not derived from User Data.
- b) It will take all reasonable precautions to prevent access to or use of the System by any person who is not an Authorized User.
- c) It will not communicate or attempt to communicate with the System, any computer or other hardware, which is not Authorized Software, if applicable.
- d) It will conform to the security procedures and requirements set forth in this Agreement.
- e) It will conform to procedures and requirements for the treatment of confidential information set forth in Section VII.
- f) All User Data provided by User to Wakefern, by downloading such data onto the System or otherwise, will be free of defects and will accurately reflect the information provided to User for processing and conform in all respects to the data format agreed upon by Wakefern and User.

IX - Waiver:

User hereby agrees that, in entering into this Agreement, it assumes all risks for any and all liabilities, losses, costs, damages or expenses which it may incur based on, arising out of or related to its use of, or access to, the System, Communications Software or Authorized Hardware, if applicable. User further expressly agrees for itself, its successor and its assigned and all other persons under its control, not to bring, or cause to be brought, any action or proceeding in any court or other forum, any claim or demand against Wakefern, its members or shareholders, or any of their respective officers, employees, agents, representatives, successors or assigns, based on, arising out of or related to its use of or access to the System, Communications Software or if applicable, Authorized Hardware, as the case may be.

X - Indemnifications:

- a) User hereby agrees to indemnify and hold harmless Wakefern, its members and shareholders, and any of their respective shareholders, officers, employees, agents, representatives, successors and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs (including legal costs and attorneys' fees), expenses and disbursements of any



kind or nature whatsoever, which may be imposed on or incurred by Wakefern, its members or shareholders and any of their respective shareholders, officers, employees, agents, representatives, successors and assigns, based on, arising out of or related to any negligent act or omission of User or any Authorized User, respecting its use of, or access to, the System, User's breach of any representation or warranty set forth in this agreement, or User's failure to adhere to any security procedure set forth herein.

- b) User further agrees to save and indemnify and keep harmless Wakefern, its subsidiaries and affiliated companies and the stockholders, directors, officers and employees thereof against all liability claims and judgments or demands for damages arising from accidents to persons or property pertaining to User or employees of User, whether occasioned by User, by said employee or by Wakefern or its employees or any other person or persons.
- c) User shall at all times during the period that is permitted access to the System, keep in force, at its own expense, comprehensive general liability insurance sufficient to cover the indemnifications in naming Wakefern, its subsidiaries and affiliated companies as additional named insured.

XI - Termination For Breach Of Warranty Or Failure To Adhere To Security Procedure:

In the event Wakefern, at its sole discretion, reasonably determines that User has breached, or is likely to breach, any of the representations and warranties contained herein, or that User has failed to adhere to in any respect to any security procedure reasonably established by Wakefern, Wakefern may terminate without prior notice, User's authorization to use the System and deny User further access to the System. Wakefern will promptly inform User of the reasons for termination and provide User a reasonable opportunity to dispute such termination. Wakefern's termination of the User's access to the System pursuant to this Section shall not limit or constitute a waiver of any claim Wakefern may have against User for breach of any term of this Agreement.

I have read this Agreement, in full, and agree to all the terms and conditions.

Company Name

WAKEFERN FOOD CORP.

By: _____

By: _____

(Name and Title)

(Name and Title)

Date: _____

Date: _____