

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

ORIGINAL

PROOF OF CLAIM
CHAPTER 11

DEBTOR FLEMING COMPANIES, INC

CASE NUMBER
03-10945 (MFW)

NOTE This form should not be used to make a claim for an administrative expense arising on or after April 15, 2002, the date of commencement of the Debtors' bankruptcy cases. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property)

MANUGISTICS, INC

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.☐ Check box if you have never received any notices from the bankruptcy court in this case.☐ Check box if the address differs from the address on the envelope sent to you by the court.

Name and address of creditor and person to whom notices must be served

Arent Fox Kintner Plotkin & Kahn, PLLC

Attn: Mary Joanne Dowd, Esq.

1050 Connecticut Avenue, N.W.

Washington, D.C. 20036-5336

(202) 857-6000

THIS SPACE FOR COURT USE ONLY

Account or other number by which creditor identifies debtor

Check here
if this claim☐ replaces

a previously filed claim dated _____

☐ amends

1 Basis for Claim

☐ Goods sold☒ Services performed☐ Money loaned☐ Personal injury/wrongful death☐ Taxes☐ Other _____☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)☐ Wages, salaries, and compensation (fill out below)

Your SS # _____

Unpaid compensation for services performed

from _____ to _____
(date) (date)

2 Date debt was incurred August 2002 through petition date

3 If court judgment date obtained

4 Total Amount of Claim at Time Case Filed \$451,135.40 (See Attached)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5 Secured Claim

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral

☐ Real Estate ☐ Motor Vehicle☐ Other _____

Value of Collateral \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____

6 Unsecured Priority Claim

☐ Check this box if you have an unsecured priority claim.

Amount entitled to priority \$ _____

Specify the priority of the claim

☐ Wages, salaries, or commissions (up to \$4,650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3)☐ Contribution to an employee benefit plan. 11 U.S.C. § 507(a)(4)☐ Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(1)(6)☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)☐ Other. Specify applicable paragraph of 11 U.S.C. § 507(a)(____)

* Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8 Supporting Documents Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9 Date Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date
September 4, 2003

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).

MANUGISTICS, INC

By

Mary Joanne Dowd, by special power of attorney

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FILED
SEP 05 2003
BMC

Fleming Companies Claim



08180

ATTACHMENT TO PROOF OF CLAIM

Pursuant to the Software License Agreement dated July 7, 1999, together with the Addenda thereto dated July 7, 1999, October 18, 1999, and July 21, 2000, and the Professional Services Agreement dated April 17, 2002 (collectively, the "Agreements") between Manugistics, Inc ("Manugistics") and Fleming Companies (the "Debtors"), the Debtors are indebted to Manugistics in the amount of \$451,135.40. These fees were incurred from August 2002 to the Petition Date. Copies of the Agreements and any Addenda thereto, are attached hereto as Exhibit A. The unpaid invoices are attached hereto as Exhibit B.

Manugistics also has a claim for damages in the event the Debtors reject the Agreements.

Fees continue to accrue under the Agreements. Manugistics reserves its right to assert such amounts as administrative expenses.

EXHIBIT A

MANUGISTICS

Manugistics, Inc., 2115 East Jefferson Street, Rockville, Maryland 20852

SOFTWARE LICENSE AGREEMENT

LICENSEE Name and Address

Fleming Companies

5701 N. Shartel

Oklahoma City, OK 73118

LICENSEE No 39787

Billing Contact _____

Billing Contact's Telephone No. _____

P O No (for LICENSEE's internal purposes) _____

Single P O _____ or Renewable P O _____ (please check)

This Software License Agreement ("AGREEMENT") is entered into between Manugistics, Inc. ("MANUGISTICS") and the licensee identified above ("LICENSEE"). In consideration of the mutual obligations described in this AGREEMENT and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Term.** This AGREEMENT shall become effective upon acceptance by MANUGISTICS at its headquarters and shall continue in effect until terminated in accord with Section 15.

2. **License.** MANUGISTICS grants to LICENSEE a nonexclusive, perpetual, nontransferable domestic license to use the proprietary software ("SOFTWARE") and the licensed supporting materials ("LICENSED MATERIALS") described in the attached Software License Addendum ("ADDENDUM") on the configuration and for use by the End-User(s) designated in ADDENDUM ("END-USERS").

3. **Scope of Use.** LICENSEE and LICENSEE's majority-owned subsidiaries may use SOFTWARE only to process their own and each other's data. Following execution of the ADDENDUM, LICENSEE may add END-USERS to LICENSEE's license by paying MANUGISTICS' then-current user fee for each additional END-USER. Payment of the license fee in ADDENDUM entitles only designated END-USERS to access SOFTWARE and to use SOFTWARE for the purpose of processing data. In the event that LICENSEE elects to license a MANUGISTICS product which works with internet capability, LICENSEE will ensure that any parties accessing LICENSEE's SOFTWARE are authorized users and LICENSEE shall be responsible for configuring its system to protect its information. In the event that LICENSEE elects to license the MANUGISTICS Transportation Management product, MANUGISTICS will provide only US postal data for use with such product; LICENSEE shall be responsible for securing any applicable non-US postal data. LICENSEE may not copy or otherwise reproduce the SOFTWARE or LICENSED MATERIALS except that LICENSEE may make one (1) back-up copy of the SOFTWARE for testing and/or disaster recovery purposes if LICENSEE reproduces all copyright notices and other proprietary legends on such copy. LICENSEE shall not reverse assemble, reverse compile or unlock the SOFTWARE in whole or in part for any reason.

4. **Title.** Title to SOFTWARE and LICENSED MATERIALS (including but not limited to, originals, translations, compilations and partial copies, if any) shall not pass to LICENSEE.

5. **Payment.** LICENSEE shall pay MANUGISTICS the license, installation and other fees specified in the ADDENDUM for the license granted herein. LICENSEE shall also pay MANUGISTICS the fee for ongoing maintenance until LICENSEE terminates ADDENDUM or terminates maintenance for the SOFTWARE identified in ADDENDUM. All fees referred to in this AGREEMENT are in U.S. Dollars and do not include any duties, taxes or handling fees. All such duties, taxes and handling fees, whenever imposed, shall be payable by LICENSEE. Sales or use taxes that are required to be paid or withheld by the LICENSEE, a subsidiary or affiliate of LICENSEE, or MANUGISTICS, under the laws of jurisdictions other than the United States, in connection with the license and other fees paid by the LICENSEE (or subsidiary or affiliate of LICENSEE), hereunder, shall be the sole obligation of the LICENSEE and shall be exclusive of the license and other fees paid by LICENSEE (or subsidiary or affiliate of LICENSEE) to MANUGISTICS. LICENSEE shall not be responsible for paying any taxes assessed on MANUGISTICS' profits or income. Any amount payable under this AGREEMENT and not paid within thirty (30) days after the date of the invoice shall accrue interest at the rate of one and one half percent (1 1/2%) per month or at the maximum lesser rate allowed by law. LICENSEE shall pay all such interest and reasonable costs of collection, including but not limited to

reasonable attorneys' fees and court costs, provided that MANUGISTICS established its entitlement for this amount.

6. **Nondisclosure.** LICENSEE understands and agrees that SOFTWARE and LICENSED MATERIALS contain confidential and proprietary information and data ("CONFIDENTIAL INFORMATION"). During and subsequent to the term of this AGREEMENT, LICENSEE shall protect such CONFIDENTIAL INFORMATION to the same degree that it protects CONFIDENTIAL INFORMATION pertaining to its own business and shall not disclose CONFIDENTIAL INFORMATION to any third party except consultants or auditors that sign a nondisclosure agreement which similarly protects CONFIDENTIAL INFORMATION from further disclosure. Notwithstanding the foregoing, CONFIDENTIAL INFORMATION shall not include information which: (1) is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission of LICENSEE nor of any employee or agent of LICENSEE, or (2) was in LICENSEE's possession as shown by written records prior to the disclosure and had not been obtained by LICENSEE either directly or indirectly from MANUGISTICS, or (3) is hereafter lawfully disclosed to LICENSEE by a third party who did not acquire the information directly or indirectly from MANUGISTICS and is not known by LICENSEE to be subject to a confidentiality obligation.

The foregoing rights and obligations shall apply reciprocally with regard to information which is designated as confidential by LICENSEE.

7. **Warranty.** MANUGISTICS warrants that it is the owner or licensor of the SOFTWARE and MANUGISTICS warrants that it has the authority to license SOFTWARE as set forth in this AGREEMENT. MANUGISTICS further warrants that the SOFTWARE shall at the time of shipping by MANUGISTICS and for a period of ninety (90) days thereafter operate substantially in accordance with MANUGISTICS' then-current published specifications.

In addition, MANUGISTICS warrants that the SOFTWARE products are Year 2000 compliant before, during and after the Year 2000. Year 2000 compliance shall mean that SOFTWARE's performance functionality is designed so LICENSEE shall not experience software abnormally ending and/or incorrect results from use of the SOFTWARE in the operation(s) of LICENSEE due to the calendar year 2000. MANUGISTICS' software design to ensure year 2000 compatibility shall include, but not be limited to, date data century recognition, calculations that accommodate same century and multicentury formulas and date values and date data interface values that reflect the century. The foregoing Year 2000 compliance warranty shall apply only to the extent that LICENSEE uses the SOFTWARE with the operating system(s) and database(s) stipulated in MANUGISTICS' then-current published specifications.

In the event that SOFTWARE is defective LICENSEE shall provide MANUGISTICS with written notice of the claimed defect and information sufficient to permit MANUGISTICS to recreate the defect. MANUGISTICS shall use its best efforts to cure said defect within a reasonable period of time or to replace LICENSEE's copy of SOFTWARE with another copy of SOFTWARE in MANUGISTICS' sole discretion. This shall be LICENSEE's sole and exclusive remedy. This warranty shall not apply if: (1) SOFTWARE was not used in accordance with MANUGISTICS' then-current published specifications, (2) SOFTWARE was altered, modified or converted by LICENSEE, (3) LICENSEE's computer(s) malfunctioned and the malfunction caused the defect, (4) LICENSEE has not paid all invoiced amounts due to

MANUGISTICS pursuant to AGREEMENT and ADDENDUM, and (5) any other cause within the control of LICENSEE caused the defect

MANUGISTICS DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT SOFTWARE WILL OPERATE ERROR FREE OR THAT IT WILL OPERATE UNINTERRUPTEDLY OR THAT IT WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE (EXCEPT AS PERMITTED BY MANUGISTICS' THEN-CURRENT PUBLISHED SPECIFICATIONS) OR THAT ALL PROGRAM DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification. MANUGISTICS shall indemnify and hold LICENSEE harmless from any damages or costs incurred by LICENSEE for any action based on infringement of a patent or copyright as a result of LICENSEE's use of SOFTWARE if: (1) LICENSEE notified MANUGISTICS promptly in writing of any such claim or suit against LICENSEE cooperates fully with MANUGISTICS, and permits MANUGISTICS to defend or settle such claim or suit on behalf of LICENSEE; (2) LICENSEE continued maintenance of SOFTWARE by MANUGISTICS without interruption from the date of this AGREEMENT until the date of such claim or LICENSEE accepted equivalent non-infringing SOFTWARE from MANUGISTICS at no cost to LICENSEE; (3) LICENSEE did not use SOFTWARE with other software except as permitted by MANUGISTICS' then-current published specifications; and (4) LICENSEE complied with all of the terms and conditions of this AGREEMENT. The foregoing states the entire liability of MANUGISTICS with respect to infringements of any patents or copyrights by SOFTWARE or LICENSED MATERIALS.

9. Limitation of Liability. IN NO EVENT SHALL MANUGISTICS OR ANY OF ITS SUPPLIERS OR AGENTS BE LIABLE FOR LOSS OF PROFIT, GOODWILL OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF MANUGISTICS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED IN SECTION 8, MANUGISTICS AND ITS SUPPLIERS AND AGENTS TOTAL LIABILITY FOR ALL CLAIMS (EXCLUDING PHYSICAL INJURY OR PROPERTY DAMAGE RESULTING FROM NEGLIGENCE OR WILLFUL MISCONDUCT) THAT ARISE OUT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF THE LICENSE FEES AND CONSULTING FEES PAID BY LICENSEE TO MANUGISTICS FOR THE SOFTWARE THAT IS THE SUBJECT MATTER OF THE CLAIM OR CAUSE OF ACTION.

10. Training and Consulting. At LICENSEE's request, MANUGISTICS shall provide training and consulting services related to SOFTWARE at the service rates stipulated in Exhibit A ("SERVICE RATES") to an ADDENDUM to this AGREEMENT during the twelve (12) month period immediately following execution of such ADDENDUM. After the initial twelve months, MANUGISTICS may increase its rates to the new applicable service rates.

In addition, LICENSEE shall reimburse MANUGISTICS for all reasonable living and travel expenses incurred in connection with providing training and consulting provided pursuant to AGREEMENT and ADDENDUM, as well as classroom guides and training materials used by MANUGISTICS in providing training services, including shipping costs for such materials, and out-of-pocket expenses associated with the provision of such services. Such expenses shall include any costs related to MANUGISTICS' consultants traveling outside the United States, if applicable, as further described in Exhibit A.

11 Modifications

A. By MANUGISTICS. MANUGISTICS may, upon LICENSEE's request, elect to provide the services hereunder to create a SOFTWARE enhancement pursuant to the rates listed under "SOFTWARE DEVELOPMENT" in Exhibit A attached to an ADDENDUM to this AGREEMENT and, if applicable in accordance with a Strategic Development Partnership Addendum to this AGREEMENT.

B. By LICENSEE. In the event that LICENSEE alters, modifies or converts SOFTWARE without MANUGISTICS' prior written consent, MANUGISTICS obligation to provide SUPPORT, MAINTENANCE

and ENHANCEMENTS (as hereinafter defined) shall cease, and Sections 7 and 8 of this AGREEMENT entitled "Warranty" and "Indemnification" respectively, shall immediately be of no force or effect.

12. Solution Support Plan. Commencing upon execution of this AGREEMENT, and thereafter for one (1) year terms ("RENEWAL TERMS") LICENSEE shall automatically be enrolled in MANUGISTICS' Solution Support Plan ("SOLUTION SUPPORT PLAN") which entitles one designated employee of LICENSEE and one (1) back-up employee ("DESIGNATED CONTACT") to SUPPORT, MAINTENANCE and ENHANCEMENTS (all described below and in Exhibit C Product Support Guidelines) for SOFTWARE LICENSEE shall notify MANUGISTICS in writing of the name(s) of DESIGNATED CONTACT, and LICENSEE may change such DESIGNATED CONTACT upon written notice to MANUGISTICS. MANUGISTICS shall give LICENSEE notice of impending automatic renewal of SOLUTION SUPPORT PLAN sixty (60) days before automatic renewal is scheduled to occur.

A. Support. "SUPPORT" shall mean that MANUGISTICS shall provide to DESIGNATED CONTACT reasonable technical telephone consultation relating to the operation of SOFTWARE.

B. Maintenance. "MAINTENANCE" shall mean that MANUGISTICS shall use its best efforts to correct defects in SOFTWARE within a reasonable period of time or to replace LICENSEE's copy of SOFTWARE with another copy of SOFTWARE in MANUGISTICS' sole discretion.

C. Enhancements. "ENHANCEMENTS" shall mean that MANUGISTICS shall inform LICENSEE when each new release of SOFTWARE containing system enhancements is made commercially available, and upon written request from LICENSEE shall provide to LICENSEE one (1) copy of each such release of SOFTWARE and corresponding technical documentation. ENHANCEMENTS shall not mean that MANUGISTICS must provide any improvements to SOFTWARE announced by MANUGISTICS as separately priced, optional or extra cost improvements.

D. SOLUTION SUPPORT PLAN Fee. Upon execution of AGREEMENT, LICENSEE shall pay MANUGISTICS the then current, annual fee in effect on the first day of each RENEWAL TERM for LICENSEE's then-current SOFTWARE modules licensed hereunder for LICENSEE's then-current END-USERS ("SOLUTION SUPPORT PLAN FEE"). The SOLUTION SUPPORT PLAN FEE formula is included in the ADDENDUM.

E. SOLUTION SUPPORT PLAN Cancellation. LICENSEE may terminate SOLUTION SUPPORT PLAN at the expiration of any RENEWAL TERM by providing thirty (30) days written notice to MANUGISTICS prior to such expiration. MANUGISTICS may terminate SOLUTION SUPPORT PLAN at the expiration of any RENEWAL TERM by providing ninety (90) days written notice to LICENSEE prior to such expiration.

MANUGISTICS shall continue to make SOLUTION SUPPORT PLAN available for SOFTWARE as long as MANUGISTICS makes such support commercially available to MANUGISTICS' other licensees.

F. SOLUTION SUPPORT PLAN Reinstatement. In the event that LICENSEE terminates its enrollment in SOLUTION SUPPORT PLAN, LICENSEE may re-enroll in SOLUTION SUPPORT PLAN by accepting the then-current version of SOFTWARE and paying (1) the then-current SOLUTION SUPPORT PLAN FEE, and (2) a reinstatement fee equal to the cumulative annual SOLUTION SUPPORT PLAN fees that would have been invoiced during the period SUPPORT PLAN FEE was terminated.

G. Waiver of MANUGISTICS' Obligations. MANUGISTICS shall have no obligation to provide SUPPORT, MAINTENANCE or ENHANCEMENTS for SOFTWARE to LICENSEE if: (1) SOFTWARE was not used in accordance with MANUGISTICS' then current published specifications; (2) SOFTWARE was altered, modified or converted by LICENSEE without MANUGISTICS' prior written consent; (3) LICENSEE's computer malfunctioned and the malfunction

caused a defect in SOFTWARE, or (4) any other cause within the control of LICENSEE caused a defect in SOFTWARE;

13 Non-Solicitation. Each party agrees that it shall not directly or indirectly solicit for employment employees of the other, introduced to that party through this AGREEMENT, for a period of one (1) year after the execution of AGREEMENT and ADDENDUM

14 General.

A. Governing Law and Dispute Resolution This AGREEMENT will be governed by and interpreted in accordance with the laws of the State of Maryland, U.S.A., excluding its conflict of law principles. In case of a dispute arising from the interpretation or enforcement of MANUGISTICS' or its licensors' patents, trademarks, copyrights, confidential information or other proprietary rights, U.S. federal copyright law shall apply. MANUGISTICS and LICENSEE exclude the United Nations Convention on Contracts for the International Sale of Goods from this AGREEMENT and any transaction between them that may be implemented in connection with this AGREEMENT

B. Alternative Dispute Resolution. Intentionally omitted

C. Restricted Rights LICENSEE acknowledges that none of the SOFTWARE is licensed for use in any nuclear aviation, mass transit or medical application or in any other inherently dangerous applications

D. Assignment Any assignment of this AGREEMENT by either party (except to an entity controlling, controlled by or under common control with said party) without the written consent of the other shall be void

E. Notices Any notice required or permitted to be sent under this AGREEMENT shall be sent by certified mail, return receipt requested, or by recognized overnight deliver service, to the Contracts Department of MANUGISTICS or to LICENSEE at the addresses set forth in this AGREEMENT or as changed in accord with this section. Such notices shall be effective when received.

F. Severability Any provision of this AGREEMENT that is held to be invalid by a court of competent jurisdiction shall be severed from this AGREEMENT, and the remaining provisions shall remain in full force and effect

G. Force Majeure. Neither party shall be liable to the other party for failure or delay in fulfilling its obligations under this AGREEMENT to the extent that such failure or delay is due to causes beyond its control

H. Waiver Failure or delay by either party to enforce compliance with any term or condition of this AGREEMENT shall not constitute a waiver of such term or condition.

I. Entire Agreement This AGREEMENT and all ADDENDA hereto constitute the entire agreement between the parties with regard to the subject matter of this AGREEMENT and supersede all previous communications, whether oral or written, as well as any side letters, between the Parties with respect to such subject matter. In the event of any conflict between the terms of this AGREEMENT and the terms of any ADDENDUM to AGREEMENT, the terms of such ADDENDUM shall govern. Neither the course of conduct between the Parties nor trade usage shall modify or alter this AGREEMENT. If LICENSEE issues a purchase order or other writing addressing the subject matter of this AGREEMENT, such purchase order or writing shall be for LICENSEE's internal purposes only, and the terms and conditions contained therein shall have no force or effect.

J. Modification No waiver or modification of any of the provisions hereof shall be binding unless in writing and signed by duly authorized representatives of MANUGISTICS and LICENSEE

K. Independent Parties. MANUGISTICS and any third party providing software, equipment or services in conjunction with this AGREEMENT, if applicable, are independent parties. Unless such third party software is incorporated in SOFTWARE, neither MANUGISTICS nor such third party shall be liable for the performance or failure to perform of the other

L. Foreign Trade Restrictions LICENSEE shall not either directly or indirectly export or re-export SOFTWARE in violation of the Export Administration Regulations promulgated by the U.S. Department of Commerce

M. Foreign Corrupt Practices Act ("FCPA") MANUGISTICS strictly complies with the provisions of the FCPA in MANUGISTICS international transactions

15. Termination. LICENSEE may terminate this AGREEMENT or any ADDENDUM upon thirty (30) days prior written notice. Such termination shall be effective upon receipt by MANUGISTICS of all SOFTWARE and LICENSED MATERIALS delivered by MANUGISTICS to LICENSEE including all copies, if any. MANUGISTICS may terminate this AGREEMENT or any ADDENDUM upon thirty (30) days' prior written notice if LICENSEE fails to comply with any of the terms and conditions of this AGREEMENT or such ADDENDUM, and such noncompliance is not cured during said thirty (30) day period. LICENSEE's insolvency, receivership, bankruptcy, or assignment for the benefit of creditors (or the institution of proceedings therefor) shall immediately terminate this AGREEMENT without notice. Rights and obligations accruing prior to termination of AGREEMENT shall survive termination of AGREEMENT

16. **Third Party Software.** The SOFTWARE and all copies thereof are the property of MANUGISTICS and/or its licensors and title thereto remains in MANUGISTICS and/or its licensors, and are subject to the terms of AGREEMENT as modified hereunder. LICENSEE shall not publish or disclose the results of benchmark or evaluation testing on the SOFTWARE to any third party without the prior written consent of MANUGISTICS.

LICENSEE agrees that it shall not access or use any Application Programming Interfaces (APIs) embedded in MANUGISTICS' NETWORKS brand software, except in connection with use of the SOFTWARE. In addition, LICENSEE shall not run any third-party software application on any embedded software or any of its APIs. Manugistics hereby acknowledges that use of the SOFTWARE according to its then-current specifications shall not violate the above restrictions of use of embedded software and APIs.

Accepted by LICENSEE

By

Print Name

Title

Date

Ben R. Spencer
Ben R. Spencer
VP Logistics
7/6/99

Accepted by MANUGISTICS

By

Print Name

Title

Date

Helen A. Nastasia
Helen A. Nastasia
V.P., General Counsel & Secretary
7-7-99

MANUGISTICS

Manugistics, Inc., 2115 East Jefferson Street, Rockville, Maryland 20852

MANUGISTICS® CLIENT SERVER PRODUCT ADDENDUM TO SOFTWARE LICENSE AGREEMENT

Licensee Name and Address

Licensee No _____

Fleming Companies

5701 N. Shartel St.

Oklahoma City, OK 73118

MANUGISTICS MAY NOT ACCEPT THIS ADDENDUM IF IT IS RECEIVED AFTER _____

This MANUGISTICS® Client Server Product Addendum ("ADDENDUM") modifies and amends the Software License Agreement ("AGREEMENT") currently in effect between Manugistics, Inc. ("MANUGISTICS") and the licensee identified above ("LICENSEE") in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged the Parties agree as follows:

1. **Software and Delivery.** Client Server Software to be provided by MANUGISTICS hereunder ("SOFTWARE") Manugistics Transportation Management, includes Execution Manager ("MTM")
Supply Chain Navigator ("SCN")
NetWORKS / Carrier

SOFTWARE provided to Licensee shall be the following language version: English language

SOFTWARE shall be delivered to the following address: Same as above

2. **Licensed Materials.** Number of copies and description of Licensed materials to be provided by MANUGISTICS hereunder ("LICENSED MATERIALS") One copy user and technical documentation

In the event that LICENSEE requests additional copies of LICENSED MATERIALS MANUGISTICS shall provide such additional copies at MANUGISTICS' then-current fees.

3. **Installation Configuration.** MANUGISTICS shall install MTM and SCN software modules on an IBM/AIX configuration using Oracle database where applicable, and using Windows NT/95 client within LICENSEE's business unit for use only by the END-USERS defined in Section 4 herein. MANUGISTICS shall provide such assistance on a time and materials basis, plus expenses pursuant to Section 5 herein.

MANUGISTICS shall install NetWORKS/Carrier software module on a Windows NT configuration using Oracle database using Windows NT/95 client within LICENSEE's business unit for use only by the END-USERS defined in Section 4 herein. MANUGISTICS shall provide such assistance on a time and materials basis, plus expenses pursuant to Section 5 herein.

Upon written notice to MANUGISTICS, LICENSEE shall be permitted to migrate SOFTWARE from its then-current configuration to any other commercially available configuration. Within six (6) months of delivery of SOFTWARE for new configuration, LICENSEE shall remove all SOFTWARE and copies of SOFTWARE for old configuration from LICENSEE's computers and return SOFTWARE for old configuration and accompanying LICENSED MATERIALS to MANUGISTICS.

4. **Module and END-USER Fees.** LICENSEE shall pay MANUGISTICS a one-time license fee of \$850,000 ("LICENSEE FEE") for a license for a limited number of employees of LICENSEE ("END-USERS") to access SOFTWARE. Use shall be in accordance with the following table:

SOFTWARE Module	Number of STANDARD END-USER(S)
MTM	Twenty (20)
Supply Chain Navigator	Three (3)
NetWORKS / Carrier	unlimited

LICENSEE may run NetWORKS software modules on a maximum of two (2) servers, containing a maximum of (8) CPUs per server.

LICENSEE shall pay the LICENSEE FEE as follows:

- \$85,000 due on or before sixty (60) days after execution of the AGREEMENT
- \$765,000 due on or before January 1, 2000

On January 1, 2000, LICENSEE shall make an additional payment to MANUGISTICS of \$25,000 in the event SOFTWARE is used to manage twenty percent (20%) or more of LICENSEE's transportation loads by that date.

For a period of twelve (12) months from execution of this ADDENDUM, LICENSEE may add additional standard END-USERS at a fee of \$6,000 each, and may add additional MANAGEMENT END-USERS for a fee of \$3,000 each. Thereafter, until the end of the thirty-sixth (36th) month, LICENSEE may add additional standard END-USERS at a fee of \$10,000 each, and may add additional MANAGEMENT END-USERS for a fee of \$5,000 each. Thereafter LICENSEE may add END-USERS at MANUGISTICS' then-current rates.

For purposes of this ADDENDUM, "STANDARD END-USERS" are END-USERS with full productive use of the SOFTWARE according to the terms of the AGREEMENT. MANAGEMENT END-USERS are END-USERS with read-only access to SOFTWARE for inquiry purposes only.

5. **Training and Consulting Fees.** At LICENSEE's request, MANUGISTICS shall provide installation, training and consulting services related to SOFTWARE at the service rates stipulated in Exhibit A.

Manugistics is a registered trademark of Manugistics, Inc.

("SERVICE RATES") during the twelve (12) month period immediately following execution of this ADDENDUM

MANUGISTICS shall provide services to LICENSEE as described in the document entitled, "Exhibit B - Results Commitment Agreement," dated June 15 1999. MANUGISTICS estimates the cost of fees for performing such services will be \$860,100, with a margin or error of twenty percent (20%). This figure is subject to a more precise re-evaluation after execution of this ADDENDUM.

Fees for services performed prior to December 31, 1999 under Exhibit B shall be invoiced monthly, but shall not be due until January 1, 2000. However, such fees shall accrue monthly interest at the rate of 58%, payable by LICENSEE on January 1 2000.

Subsequent to January 1, 2000, fees for services shall be invoiced monthly and due net 30 days from date of invoice.

6. **Supply Chain Library - Procedure Pack and Classware.** Upon execution of ADDENDUM, LICENSEE shall receive a single copy of the **MM** and **SCN** procedure guide that will assist LICENSEE in LICENSEE's efforts to build customized end-user procedure guides ("PROCEDURE PACK") and **MM** and **SCN** classware to assist LICENSEE to build customized classware ("CLASSWARE") related to the SOFTWARE. MANUGISTICS will deliver the PROCEDURE PACK and CLASSWARE to LICENSEE following execution of this ADDENDUM. LICENSEE may modify and copy the PROCEDURE PACK and CLASSWARE solely for LICENSEE's internal business purposes. The parties acknowledge that the PROCEDURE PACK and CLASSWARE and any derivative products are confidential and copyrighted works of MANUGISTICS, and LICENSEE shall ensure that all copyright notices and other proprietary legends are reproduced in any copies of PROCEDURE PACK and CLASSWARE made by LICENSEE hereunder. Other than as specifically described herein, LICENSEE shall acquire no right, title or interest in such copyrighted material.

7. **Solution Support Plan Fee.** LICENSEE shall pay MANUGISTICS for the first RENEWAL TERM, a SOLUTION SUPPORT PLAN FEE of fifteen percent (15%) of the LICENSE FEE for the Solution Support Plan selected below. For each RENEWAL TERM thereafter, MANUGISTICS' then-current SOLUTION SUPPORT PLAN FEE shall apply for LICENSEE's then-current SOFTWARE modules and END-USERS based upon LICENSEE's election of the Premium or Standard SOLUTION SUPPORT PLAN. The plan selected as of execution (please check one)

Signature Solution Support Plan

Premium Solution Support Plan

or

XXXXXX

Standard Solution Support Plan

For each RENEWAL TERM thereafter, MANUGISTICS' then-current SOLUTION SUPPORT PLAN FEE shall apply for LICENSEE's then-current SOFTWARE modules and END-USERS. In the event that LICENSEE elects to exchange its enrollment in the Standard SOLUTION SUPPORT PLAN for the Premium plan, LICENSEE may do so at any time by notifying MANUGISTICS of such election and paying the difference between the two plan fees. MANUGISTICS may increase its fees for the standard or premium SOLUTION SUPPORT PLANS to the then-current fees or modify the terms of its SOLUTION SUPPORT PLAN packages upon notification to LICENSEE prior to the commencement of a RENEWAL TERM.

The first payment of the SOLUTION SUPPORT PLAN FEE for the first RENEWAL TERM shall be due on or before January 1 2000, and LICENSEE shall receive a discount of fifty percent (50%) off the first RENEWAL TERM's payment. Payment for the second RENEWAL TERM shall be due one year from execution of this AGREEMENT, and LICENSEE shall receive a discount of twenty five percent (25%) off the second RENEWAL TERM's payment. Thereafter, LICENSEE shall make full payments of each year's SOLUTION SUPPORT PLAN FEE.

Notwithstanding the above, each year's SOLUTION SUPPORT PLAN FEE shall not increase by an amount greater than the lesser of 1) seven percent (7%) of the previous year's SOLUTION SUPPORT PLAN FEE, or 2) the percentage increase in the "Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982 84=100," published by the Bureau of Labor Statistics of the US Government for the last twelve months.

8. **END-USER Certification.** Upon request, LICENSEE shall provide to MANUGISTICS a certification that LICENSEE's use is in accordance with AGREEMENT and ADDENDUM, including the END-USERS and usage described hereunder.
9. **Press Release and Reference.** The parties agree to issue three (3) mutually agreed upon press releases based on activities under this ADDENDUM. Within thirty (30) days from execution of the AGREEMENT, the parties shall issue a press release, announcing LICENSEE's selection and use of SOFTWARE. The parties shall also issue a release upon completion of installation of the SOFTWARE. Also, the parties shall issue a release announcing the results of LICENSEE's use of SOFTWARE, when available.

In addition, LICENSEE agrees to act as a reference for other MANUGISTICS customers and potential customers under a mutually agreeable program to be determined by the parties.

10. **Evaluation of Routing and Scheduling.**

LICENSEE shall evaluate MANUGISTICS' Transportation Routing software module ("TR") for a period of six months ("EVALUATION PERIOD") from the date of execution of the AGREEMENT. LICENSEE shall pay MANUGISTICS the time and materials fees related to installation of TR at LICENSEE's site, and travel and living expenses incurred by MANUGISTICS during such effort.

LICENSEE shall be permitted to run TR for evaluation purposes only. LICENSEE understands that TR is made available to LICENSEE on an "as is" basis and that MANUGISTICS does not promise that TR will meet LICENSEE's requirements or that it will operate in LICENSEE's operating environment or that it will run without error. Therefore, LICENSEE will maintain a procedure external to TR for reconstruction and re-entry of lost programs and data and will make no claim against MANUGISTICS for any such loss. Furthermore, LICENSEE will make no claim against MANUGISTICS for any reason (relating to the use or evaluation of TR) because TR is to be used exclusively with test data which has no value to LICENSEE. LICENSEE understands that if LICENSEE uses live data or if LICENSEE relies on the results obtained from LICENSEE's use of TR, LICENSEE does so entirely at its own risk.

MANUGISTICS shall give notice to LICENSEE sixty (60) days prior to expiration of the Evaluation Period of the impending expiration. Unless LICENSEE notifies MANUGISTICS in writing of its decision to return TR within ten (10) days after the expiration of the Evaluation Period, LICENSEE will be deemed to have accepted SOFTWARE for a one-time perpetual license fee equal to MANUGISTICS' current list price. Such license shall be according to the terms of the AGREEMENT.

If the LICENSEE elects not to license SOFTWARE, LICENSEE will notify MANUGISTICS in writing within ten (10) days after the end of evaluation period. LICENSEE will immediately discontinue use of SOFTWARE and will immediately return TR and all related documentation and materials to MANUGISTICS. Within fifteen (15) days after LICENSEE notifies MANUGISTICS of its decision to return TR, LICENSEE will deliver to MANUGISTICS a certificate satisfactory to MANUGISTICS, stating that LICENSEE no longer has any right to use and is no longer using TR and that the original and all copies, if any, of TR and all related materials have been returned to MANUGISTICS.

Accepted by MANU
By [Signature]
Print Name Paul R. Spencer
Title V.P. Logistics
Date 7/6/99

Accepted by MANU
By [Signature]
Print Name Helen A Nastasia
Title V.P., General Counsel & Secretary
Date 7-7-99

12/1/98

-3-

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END

EXHIBIT A**CONSULTING AND TRAINING SERVICE PRICING**

Consulting	Hourly Rate
Vice President/Director	\$350/hr
Practice Manager	\$325/hr
Manager	\$300/hr
Senior Consultant	\$260/hr
Consultant	\$215/hr
Training	Daily Rate
Training Classes	\$2,750/day

Training classes are conducted for a maximum of fifteen (15) students

MANUGISTICS may elect to modify or discontinue LICENSEE's training and consulting service program twenty-four (24) months after execution of ADDENDUM

SOFTWARE DEVELOPMENT PRICING

Software Development	
Manager	\$310/hr
Lead Software Developer	\$285/hr
Senior Software Developer	\$245/hr
Software Developer	\$205/hr

The foregoing rates shall apply to the development of early release enhancements to MANUGISTICS' Client Server software pursuant to AGREEMENT. The rates shall continue in effect for a period of twelve (12) months from execution of ADDENDUM, thereafter, MANUGISTICS' then-current development rates shall apply.

Minimum on site charge for any services, except as otherwise provided hereunder, is 8 hours. In addition, LICENSEE shall reimburse MANUGISTICS for all reasonable living and travel expenses incurred in connection with providing training, consulting and/or development, and out-of-pocket expenses associated with the provisions of such services.

Prices quoted in this Exhibit A apply during the initial twelve (12) months following execution of this ADDENDUM.

After the initial twelve (12) months, MANUGISTICS may increase the service or development rates to the then-current applicable service rates.

Supply Chain Library - Classware and Procedure Pack Fees**Procedure Pack**

Module	Demand Planning	DPPE	Distribution Planning /Deployment	Continuous Replenishment Planning	Finite Capacity Scheduler	Constrained Production Planning	AMS	MTM (excluding MIM)	SCN
Fee	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000

Classware: Pricing based upon Core + Specific Module fees. Additional modules pay only the incremental fee for the specific module.

Module	Fee
Core Module	\$12,000
Demand Planning	\$24,000
DPPE	\$10,000
Distribution Planning	\$10,000
Deployment	\$10,000
Finite Capacity Scheduler	\$10,000
Continuous Replenishment Planning	\$ 7,000
Constrained Production Planning	\$10,000
Manugistics Transportation Management (excluding MIM)	\$ 7,000
Advanced Manufacturing Scheduling	\$10,000
Supply Chain Navigator	\$10,000

The foregoing fees shall be in effect for a period of twelve (12) months from execution of ADDENDUM, thereafter, MANUGISTICS' then-current fees shall apply.

MANUGISTICS

Manugistics, Inc , 2115 East Jefferson St , Rockville, Maryland 20852

Licensee Name and Address

Licensee No 39787

Fleming Companies

5701 N Shartel

Oklahoma City, OK 73118

AMENDMENT TO MANUGISTICS CLIENT SERVER PRODUCT ADDENDUM TO SOFTWARE LICENSE AGREEMENT

This amendment modifies and amends the MANUGISTICS Client Server Product Addendum ("ADDENDUM") dated July 7, 1999 between the licensee identified above ("LICENSEE") and Manugistics, Inc ("MANUGISTICS") In consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows

- 1 In Section 4, "Module and END-USER Fees" in the first sentence delete the words "On January 1, 2000" and replace with the following

"On January 31, 2000"
- 2 In Section 5, Training and Consulting Fees, delete the second paragraph, which begins, "MANUGISTICS shall provide services to LICENSEE " in its entirety
- 3 Delete from Section 5, in the last paragraph, in the first sentence the following
"under Exhibit B"
- 4 In Section 4, Training and Consulting Fees, insert the following between the second and third paragraphs
"LICENSEE shall pay MANUGISTICS a fee of \$7 50 per location to provide setup, installation, networking, and location geocoding at DESIGNATED LOCATION only within the United States "

Except as specifically modified and amended herein, all other terms and conditions of the AGREEMENT and ADDENDUM shall remain in full force and effect

Accepted by MANUGISTICS

By Helen A. Nastasia
Signature

Print Name Helen A. Nastasia
Title V P , General Counsel & Secretary

Date 8 31 99

Accepted by LICENSEE

By Ron Spencer
Signature

Print Name Ron Spencer
Title Vice President Logistics

Date August 30, 1999

MANUGISTICS

Manugistics, Inc., 2115 East Jefferson Street, Rockville, Maryland 20852

LICENSEE No 39787

**MANUGISTICS® TRANSPORTATION PLANNING ADDENDUM
TO
SOFTWARE LICENSE AGREEMENT****LICENSEE Name and Address**Fleming Companies5701 N. Shartel St.Oklahoma City, OK 73118**LICENSEE Billing Address**MANUGISTICS MAY NOT ACCEPT THIS ADDENDUM IF IT IS RECEIVED AFTER October 31, 1999

This Manugistics® Transportation Planning Addendum ("ADDENDUM") modifies and amends the Software License Agreement ("AGREEMENT") currently in effect between Manugistics, Inc ("MANUGISTICS") and the above-named licensee ("LICENSEE"), as of the date accepted by MANUGISTICS at its headquarters. In consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

- 1 **Software.** Software to be provided by MANUGISTICS hereunder ("SOFTWARE")
The Transportation Routing Module on a NT Platform
- 2 **Licensed Materials.** Licensed materials, if any, to be provided by MANUGISTICS hereunder ("LICENSED MATERIALS") One (1) copy of the user and technical documentation for SOFTWARE
- 3 **License Fee.** LICENSEE shall, upon final execution of this ADDENDUM, pay MANUGISTICS a one-time license fee of \$40,600.00 ("LICENSE FEE"). Payment of LICENSE FEE shall entitle LICENSEE to use SOFTWARE for a maximum of fifty (50) vehicles operating from LICENSEE's Oaks, PA / Northeast MD locations
- 4 **Network Database Creation and Training.** LICENSEE shall, upon final execution of this ADDENDUM, pay MANUGISTICS the following amounts for the following services.
 - A **Network Database Creation.** LICENSEE shall pay MANUGISTICS a fee of \$7.50 per location to provide the following services at DESIGNATED LOCATION only within the United States, setup, installation, networking, location geocoding for locations requested by LICENSEE. In addition, LICENSEE shall pay MANUGISTICS for all reasonable expenses, including but not limited to travel and living expenses, incurred during the provision of such services
 - B **Training and Consulting.** At LICENSEE's request, MANUGISTICS shall provide training and consulting services related to SOFTWARE at the service rates stipulated in Exhibit A ("SERVICE RATES") during the twelve (12) month period immediately following execution of this ADDENDUM. MANUGISTICS shall provide installation assistance for SOFTWARE on a time and materials basis, plus expenses as described in this Section 6 B. After the initial twelve months, MANUGISTICS may increase its rates to the now applicable service rates

* Manugistics is a registered trademark of Manugistics, Inc.

In addition, LICENSEE shall reimburse MANUGISTICS for all reasonable living and travel expenses incurred in connection with providing training and consulting under this Section, as well as out-of-pocket expenses associated with the provision of such services.

5. **Solution Support Plan Fee.** For the first RENEWAL TERM, LICENSEE shall pay MANUGISTICS an annual fee ("SOLUTION SUPPORT PLAN FEE"), equal to eighteen percent (18%) of MANUGISTICS' then-current license fee for LICENSEE's then-current SOFTWARE modules and END-USERS, to be enrolled in SOLUTION SUPPORT PLAN (as defined in the AGREEMENT) For each RENEWAL TERM thereafter, LICENSEE shall pay MANUGISTICS' then-current SOLUTION SUPPORT PLAN FEE applicable to LICENSEE's then-current SOFTWARE and END-USERS
6. **Acquisition.** In the event that LICENSEE acquires a new subsidiary or affiliate or LICENSEE is acquired by another business entity, LICENSEE shall notify MANUGISTICS of such acquisition and MANUGISTICS shall determine whether LICENSEE shall sign a new agreement

Accepted by LICENSEE

By:

Signature

Print Name

Title

Date

Accepted by MANUGISTICS

By:

Signature

Print Name

Title

Date

**EXHIBIT A
SERVICE PRICING****Consulting Hourly Rate****Consultant \$215/hr****Training Daily Rate****Training Classes \$2,750/day**

Training classes are conducted for a maximum of ten (10) students. In addition, the cost of classroom guides and training materials used by MANUGISTICS in providing training services, including shipping costs for such materials, as well as expenses, shall be billed and paid by LICENSEE separately.

Minimum on site charge for any services, except as otherwise provided hereunder, is 8 hours.

Prices quoted in this Exhibit A apply during the initial twelve (12) months following execution of this ADDENDUM.

After the initial twelve months, MANUGISTICS may increase the service rates to the then-current applicable service rates.

MANUGISTICS may elect to modify or discontinue LICENSEE's training and consulting service program twenty-four (24) months after execution of ADDENDUM.

MANUGISTICS

Manugistics, Inc., 2115 East Jefferson Street, Rockville, Maryland 20852

LICENSEE No 39787

ELECTION TO LICENSE ADDITIONAL SITE LICENSES FOR TRANSPORTATION ROUTING MODULE

LICENSEE Name and Address

Fleming Companies

5701 N Shartel St

Oklahoma City, OK 73118

LICENSEE Billing Address

MANUGISTICS MAY NOT ACCEPT THIS ADDENDUM IF IT IS RECEIVED AFTER JULY 30, 2000

This Election to License Additional Site Licenses for Transportation Routing Module Addendum ("ADDENDUM") modifies and amends the Software License Agreement ("AGREEMENT") currently in effect between Manugistics, Inc ("MANUGISTICS") and the above-named licensee ("LICENSEE"), as of the date accepted by MANUGISTICS at its headquarters. In consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

- 1 **Software** Software previously licensed by LICENSEE ("SOFTWARE")
The Transportation Routing Module on a NT Platform
- 2 **Licensed Materials** Licensed materials, if any, to be provided by MANUGISTICS hereunder ("LICENSED MATERIALS") One (1) copy of the user and technical documentation for SOFTWARE
- 3 **License Fee** LICENSEE shall pay MANUGISTICS a license fee of \$1,080,000 ("LICENSE FEE"). The LICENSE FEE shall be paid as follows: A fee of \$540,000 shall be paid within 30 days of final execution of this ADDENDUM, and a fee of \$540,000 shall be paid by February 1, 2001. Payment shall entitle LICENSEE to use SOFTWARE for a maximum of thirty-two (32) distribution centers identified on Exhibit B to this ADDENDUM, or as may be changed by LICENSEE upon written notice to MANUGISTICS. Additional sites may be purchased at a cost of \$36,000 per site location for a period of 24 months from the date of this agreement.
- 4 **Network Database Creation and Training** LICENSEE shall, upon final execution of this ADDENDUM, pay MANUGISTICS the following amounts for the following services:
 - A **Network Database Creation** LICENSEE shall pay MANUGISTICS a fee of \$7.50 per location to provide the following services at DESIGNATED LOCATION only within the United States: setup, installation, networking, location geocoding for locations requested by LICENSEE. In addition, LICENSEE shall pay MANUGISTICS for all reasonable expenses, including but not limited to travel and living expenses, incurred during the provision of such services.
 - B **Training and Consulting** At LICENSEE's request, MANUGISTICS shall provide training and consulting services related to SOFTWARE at the service rates stipulated in Exhibit A ("SERVICE RATES") during the twelve (12) month period immediately following execution of this ADDENDUM. MANUGISTICS shall provide installation assistance for SOFTWARE on a time and materials basis, plus expenses as described in this Section 4 B. After the initial twelve months, MANUGISTICS may increase its rates to the new applicable service rates. Notwithstanding the above, for a period of five(5) years from the execution of this ADDENDUM, the SERVICE RATES shall not increase by an amount greater than the lesser of (1) seven percent (7%) of the previous year's SERVICE RATES, or (2) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982 - 84 = 100 published by the Bureau of Labor Statistics of the U.S. Government for the last twelve months.

In addition, LICENSEE shall reimburse MANUGISTICS for all reasonable living and travel expenses incurred in connection with providing training and consulting under this Section, as well as out-of-pocket expenses associated with the provision of such services. Out of pocket expenses include travel and living expenses, and also materials and other incidental expenses related to performing services. They do not include MANUGISTICS internal operating expenses, such as the internal cost of billing.

- 5 **Solution Support Plan Fee** For the first RENEWAL TERM, LICENSEE shall pay MANUGISTICS an annual fee ("SOLUTION SUPPORT PLAN FEE"), equal to fifteen percent (15%) of MANUGISTICS' then-current license fee for LICENSEE's then-current SOFTWARE modules, to be enrolled in SOLUTION SUPPORT PLAN (as defined in the AGREEMENT). For each RENEWAL TERM thereafter, LICENSEE shall pay MANUGISTICS' then-current SOLUTION SUPPORT PLAN FEE applicable to LICENSEE's then-current SOFTWARE. Notwithstanding the above, for a period of five (5) years from execution of this ADDENDUM, each RENEWAL TERM's SOLUTION SUPPORT PLAN FEES shall not increase by an amount greater than the lesser of (1) seven percent (7%) of the previous year's Solution Support Plan Fee, or (2) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the U S City Average for All Items, 1982 - 84 = 100 published by the Bureau of Labor Statistics of the U S Government for the last twelve months.
- 6 **Definition** FLEMING COMPANIES, INC, an Oklahoma corporation (Fleming Companies, Inc and any entity that directly or indirectly controls, is controlled by, or is under common control with Fleming Companies, Inc, as the same may exist from time to time, are referred to herein as "Licensee"), and are entitled to use the Transportation Routing software. Notwithstanding anything to the contrary herein, this section shall not change the scope of use of products previously licensed.

Accepted by LICENSEE

By

Signature

Print Name Joseph M Fleckinger

Title Director, I/T

Date 7-13-2000

Accepted by MANUGISTICS

By

Signature

Print Name Baghavan Raju

Title Executive Vice President & CFO

Date 7 21 2000

EXHIBIT A SERVICE PRICING

Consulting	Hourly Rate
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Consultant	\$235/hr
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Training	Daily Rate
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Training Classes	\$3,000/day
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Training classes are conducted for a maximum of ten (10) students. In addition, the cost of classroom guides and training materials used by MANUGISTICS in providing training services, including shipping costs for such materials, as well as expenses, shall be billed and paid by LICENSEE separately.

Minimum on site charge for any services, except as otherwise provided hereunder, is 8 hours

Prices quoted in this Exhibit A apply during the initial twelve (12) months following execution of this ADDENDUM.

After the initial twelve months, MANUGISTICS may increase the service rates to the then-current applicable service rates.

MANUGISTICS may elect to modify or discontinue LICENSEE's training and consulting service program twenty-four (24) months after execution of ADDENDUM.

EXHIBIT B
TO THE ELECTION TO LICENSE ADDITIONAL SITE LICENSES
FOR TRANSPORTATION ROUTING MODULE

Sites 1 – 30

1
2
3

FIEMING COMPANIES
39787

Dear Manugistics NetWORKS Transport Client

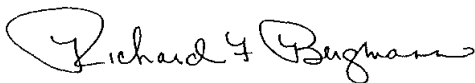
Manugistics is dedicated to developing leading-edge solutions that deliver leveraged intelligence to our clients' supply chains and trading networks. Recently, we have added extensive functionality to our NetWORKS Transport™ product (formerly TM or MTM). Because you licensed this product prior to March 1, 2000, this new functionality is included in your current version of the product. *

In addition to the base functionality that can help you to effectively optimize your inbound and outbound transportation decisions, the NetWORKS Transport product now includes the Freight Paysoftware module. Freight Pay can be used to rate, evaluate, pay, and allocate freight bills that are planned inside and outside of NetWORKS Transport™. Many of our clients are already realizing significant benefits by automating this process and reconciling rated costs with invoiced costs.

This letter serves to notify you of this additional module and will be added to your license agreement in our files. Please be sure to send a copy of this letter to your contracts department for their records.

If you have any questions about the new Freight Pay capabilities or this amendment, please contact Manugistics Client Support at (301) 984-5160.

Sincerely,



Rich Bergmann

* Clients that license NetWORKS Transport after March 1, 2000 must pay an incremental license fee for this functionality.

34187

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

MANUGISTICS, INC

AND

FLEMING COMPANIES

4-17 2002
DATED 4-17, 2001 ~~2001~~ 2002

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "**Agreement**"), dated APRIL 17, 2004² (the "**Effective Date**"), is between Manugistics, Inc , a Delaware corporation with offices at 2115 East Jefferson Street, Rockville, Maryland 20852 ("**Manugistics**"), and Fleming Companies, a _____ corporation with offices at 1945 Lakepointe Dr , Lewisville TX 75029 ("**Customer**")

BACKGROUND

- A Manugistics is in the business of developing and licensing certain supply chain management software products
- B Manugistics and Customer are currently parties to a separate software license agreement and several product addenda thereto relating to certain Manugistics Licensed Programs (hereinafter defined)
- C Manugistics and Customer wish to enter into this agreement, pursuant to which, among other things, Manugistics will perform certain professional services for Customer

AGREEMENT

The parties hereby agree as follows

1 Definitions

1 1 "**Confidential Information**" means only such information of the other party to this Agreement that may be reasonably understood from legends, designation, the nature of such information itself or the circumstances of such information's disclosure, to be confidential or proprietary to the other party or to third parties to which the other party owes a duty of non-disclosure Manugistics' Confidential Information includes, but is not limited to, the New IP

1 2 "**Deliverables**" means the items specified in the Work Orders as items to be delivered to Customer incidental to the Services, which may include New IP

1 3 "**Derivative Work**" shall have the meaning specified in Section 101 of the Copyright Law of the United States

1 4 "**License Agreement**" means that certain Software License Agreement between Manugistics and Customer dated July 7, 1999, together with the Addenda thereto dated July 7, 1999, October 18, 1999, and July 21, 2000

1 5 “**Manugistics Licensed Programs**” means the software programs of Manugistics licensed under the License Agreement or under other software license agreements between the parties, if any

1 6 “**New IP**” shall have the meaning specified in **Section 6 3**

1 7 “**Pre-Existing Work**” shall have the meaning specified in **Section 6 1**

1 8 “**Services**” means the professional services to be provided by Manugistics under this Agreement

1 9 “**Work Orders**” shall mean the work orders signed by Manugistics and Customer specifying the Services and Deliverables The initial Work Order is attached as **Exhibit A**

2 Roles and Responsibilities, Acceptance

2 1 Manugistics Roles and Responsibilities Manugistics will use commercially reasonable efforts to perform the Services and deliver the Deliverables as specified in the applicable Work Order Work Orders may only be amended by mutual written agreement of the parties as set forth in **Section 2 5** below

2 2 Acceptance

(a) Acceptance of Services shall occur upon Manugistics’ performance of such Services

(b) The complete parameters of the technical specifications and features for each Deliverable, if any, will be set forth in the applicable Work Order If a Deliverable satisfies such technical specifications and features, it shall be accepted by Customer

2 3 Changes

(a) For purposes of this Agreement, the term “**Change Order**” means an agreed upon change or modification to the Services, Deliverables, or other material aspect of the Work Order that complies with the requirements of **Appendix 1** Requests by Customer and recommendations by Manugistics for Change Orders are subject to the procedures set forth in **Appendix 1** and shall be made in writing in the form attached as **Exhibit C**

(b) All Change Orders must be mutually agreed upon by the parties Pending such agreement, Manugistics shall continue to perform and be paid as if such Change Order had not been requested or recommended, provided that if either party proposes a Change Order which, in Manugistics’ judgment, represents a material change in the Services or Deliverables, and such Change Order remains outstanding for thirty (30) days or is rejected by Customer, Manugistics may terminate this Agreement All amounts for services rendered prior to the date of termination shall be due and payable within ten (10) days of the date of terminations

2.4 Delays

(a) If additional information, data or access to Customer personnel are needed by Manugistics for performance under this Agreement and Customer is delayed in providing the same, or if other delays caused by Customer are encountered by Manugistics in performing work under this Agreement, Manugistics may, at its sole discretion, either implement the Change Order process or stop work under this Agreement. Additional charges under the Change Order process shall reflect incremental time and materials for project consultants for the amount of time they are actually delayed in performing their work. Manugistics shall give Customer written notice that they are being delayed so that Customer may correct the delay.

(b) Manugistics shall not be liable for any delays due to causes beyond its reasonable control, including, but not limited to, Customer's failure to fulfill its responsibilities hereunder. Without limiting the foregoing, Manugistics shall not be liable for any delays resulting from Manugistics reassigning personnel following a material delay by Customer, which material delay by Customer continues for ten (10) days after Manugistics provides Customer notice specifying the delay, and no such resultant delays by Manugistics shall constitute a breach of this Agreement.

(c) Hereafter, any changes to Work Orders can be made only through a Change Order authorized by representatives of Customer and Manugistics, and will thereupon become part of this Agreement. Any such changes may increase the price and/or the time of performance of this Agreement.

2.5 Additional Work Orders The parties may from time to time agree in writing upon additional work orders setting forth additional work to be performed by Manugistics under this Agreement. Each such work order shall contain, among other things, a statement of the services to be performed, technical specifications, features, deliverables and payment terms.

3 Grant of Rights and Licenses

3.1 Grant of License Subject to the terms and conditions of this Agreement, Manugistics hereby grants Customer a non-exclusive, perpetual, irrevocable (except as provided herein), worldwide right and license to use the New IP only in connection with the use of the Manugistics Licensed Programs as permitted under the License Agreement.

3.2 Reservation of Rights All rights not expressly granted hereunder in respect of the New IP, Pre-Existing Work, and other intellectual property of Manugistics, are reserved by Manugistics.

3.3 Audit Rights Upon request by Manugistics not more than four (4) times per calendar year, Customer shall provide Manugistics with such information, certifications and access to its systems as may reasonably be requested by Manugistics to verify compliance with this Agreement.

4 Consideration

4.1 Service Fees Customer shall pay Manugistics for the Services performed by Manugistics hereunder as described in Exhibit A

4.2 Invoices, Payment

(a) Manugistics will submit monthly invoices to Customer for Services as described in Exhibit A, which invoices will specify the services rendered and the time and material charges due. Such invoices are due and payable net thirty (30) days after receipt by Customer.

(b) In addition to the other remedies that may be available to it, Manugistics may suspend work during any period in which any amount billed under this Agreement remains unpaid more than ten (10) days after its due date, and Manugistics will not be liable for any resultant delays or the consequences thereof. Such failure to make payments shall be considered a material breach of this Agreement.

4.3 Taxes Each party shall be solely responsible for all taxes due in connection with the revenues it receives under or in connection with this Agreement (including taxes on net income), and any fines or penalties imposed in connection with the non-payment of any such taxes. Customer shall be solely responsible for the payment of all sales, use, excise, duty and similar applicable taxes and charges in connection with its purchase of Services and Deliverables, including licenses in and to the New IP. Customer shall reimburse Manugistics for any such sales, use, excise, duty and similar taxes that are initially paid by Manugistics.

5 Maintenance and Support. Maintenance and support services provided for Deliverables, if any, shall be billed at Manugistics' time and material rates for maintenance and support services as set forth on **Appendix 3**

6 Ownership

6.1 Pre-Existing Work All rights in any materials, business processes, computer code, or other inventions, developed by or for Manugistics independently of this Agreement that are provided pursuant to this Agreement ("**Pre-Existing Work**"), shall remain the sole property of Manugistics. Without limiting the foregoing, the Manugistics Licensed Programs are the Pre-Existing Work of Manugistics.

6.2 Developments Manugistics shall have and retain sole ownership of any improvements, upgrades, modifications or enhancements to, and derivative works or new uses of, its Pre-Existing Work ("**Developments**") Manugistics shall be free to use, reproduce and modify Developments for any purpose whatsoever, without any obligation of accounting or payment of royalties to Customer.

6.3 Ownership All software modifications (whether or not specially ordered by Customer) developed by Manugistics, any discoveries made, improvements, enhancements,

adaptations, or developments by Manugistics (whether or not at Customer's request pursuant to this Agreement or any other agreement between the parties, and whether or not jointly with Customer) (collectively with the Developments provided to Customer under this Agreement, the "New IP"), are and shall remain the exclusive property of Manugistics, unless otherwise provided under such other agreement, signed by both parties. Manugistics shall be free to use, reproduce and modify the New IP for any purpose whatsoever, without any obligation of accounting or payment of royalties to Customer.

7 Term, Termination

7.1 Term The initial term of this Agreement will be as described in Exhibit A. This Agreement may also be terminated by either party giving written notice, effective on the date of receipt of such notice, if (a) the other party breaches any of its material obligations hereunder and fails to cure such breach within thirty (30) days following written notice from the party specifying such breach unless such other time period or no cure period is prescribed in this, (b) a direct competitor of the terminating party (as determined in the reasonable discretion of the terminating party) acquires securities representing a majority of the voting power of the other party, or (c) the other party (i) applies for or consents to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) makes a general assignment for the benefit of creditors, (iii) commences a voluntary case under the Federal Bankruptcy Code (as now or hereinafter in effect), or (iv) fails to contest in a timely or appropriate manner or acquiesces in writing to any petition filed against it in an involuntary case under such Bankruptcy Code or any application for the appointment of a receiver, custodian, trustee or liquidation of itself or of all or a substantial part of its property, or its liquidation, reorganization or dissolution. Except in the case of termination by 90-days' written notice prior to the end of the then-current Term, exercise of the right to terminate must be accomplished by written notice to the other party provided after the applicable termination notice period (the "Final Termination Notice"). In addition, licenses to the New IP shall also terminate upon the expiration or termination of the License Agreement, or other software license agreements between the parties relating to Manugistics Licensed Programs, or upon the termination of this Agreement by Manugistics pursuant to **Section 7.1(a)** or **(b)** or **Section 14.2**.

7.2 Wrap-Up Upon termination of this Agreement, the parties will immediately cease all use of the other party's Confidential Information, and will promptly return to the other party all copies of the other party's Confidential Information then in its possession. Notwithstanding the foregoing, Customer's licenses to the New IP shall survive the expiration or termination of this Agreement, provided, however, that all such licenses shall immediately terminate upon termination of this Agreement by Manugistics pursuant to **Section 7.1(a)** or **(b)** or **Section 14.2**, or upon termination of the licenses to the Manugistics Licensed Programs as described in **Section 7.1** above.

8 Representations, Warranties and Covenants

8.1 Representations, Warranties and Covenants of Manugistics Manugistics represents, warrants and covenants to Customer that

(a) The person signing this Agreement on behalf of Manugistics is a duly authorized representative of Manugistics fully empowered to sign and deliver this Agreement on behalf of Manugistics

(b) The use of the Deliverables (excluding any Customer designs, that may be embodied, used or reflected therein) as contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party

(c) Manugistics shall promptly notify Customer of any claims or assertions of any third party that, if true, would result in a breach of the representations made by Manugistics in **Section 8 1(b)** above

(d) The Services performed by Manugistics hereunder shall be performed in a professional and workmanlike manner consistent with applicable industry standards

8 2 Representations, Warranties and Covenants of Customer Customer represents, warrants and covenants to Manugistics that

(a) The person signing this Agreement on behalf of Customer is a duly authorized representative of Customer fully empowered to sign and deliver this Agreement on behalf of Customer

(b) The use of Customer designs, if any, as contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party

(c) Customer shall promptly notify Manugistics of any claims or assertions of any third party that, if true, would result in a breach of the representations made by Customer in **Section 8 2(b)** above

8 3 Disclaimer of Warranties **Except as specified herein, no other warranties, whether expressed or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose, are made by Manugistics**

9 Indemnification, Insurance

9 1 By Manugistics Subject to **Article 10** hereof, Manugistics will at all times hereafter indemnify, defend and hold harmless Customer and its officers, directors, employees, agents and other representatives from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys fees and court costs, which may be brought, made or incurred by any third party from (a) the intentional and/or negligent acts or omissions of any of Manugistics' employees, agents or subcontractors, or (b) any breach of any representation, warranty or covenant made by Manugistics in **Section 8 1**

9.2 By Customer Subject to **Article 10** hereof, Customer will at all times hereafter indemnify, defend and hold harmless Manugistics and its officers, directors, employees, agents and other representatives from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys fees and court costs, which may be brought, made or incurred by any third party from (a) the intentional and/or negligent acts or omissions of any of Customer's employees, agents or subcontractors, or (b) any breach of any representation, warranty or covenant made by Customer in **Section 8.2**

9.3 Conditions to Indemnification The foregoing indemnification obligations shall be conditioned upon (a) the indemnified party notifying the indemnifying party within thirty (30) days of the date a claim is first asserted, (b) the indemnifying party having sole control of the defense and all related settlement negotiations, and (c) the indemnified party providing the indemnifying party with assistance, information and authority necessary to enable the indemnifying party to perform its obligations under this **Article 9**. The indemnifying party will reimburse the indemnified party for reasonable out-of-pocket expenses incurred by it in providing such assistance.

10. Limitation of Liability Under no circumstances shall either party, or any affiliate of a party be liable for any special, incidental, indirect, statutory, exemplary, punitive or consequential damages, of any kind whatsoever, or for any lost profits, business or revenue, loss of use or goodwill, or other lost economic advantage, arising out of or related to this Agreement or the breach hereof, whether such claims are based on breach of contract, strict liability, tort, any federal or state statutory claim, or any other legal theory and even if the other party knew, should have known, or has been advised of the possibility of such damages. Manugistics' total liability under this Agreement shall be limited to the total amount actually paid by Customer to Manugistics hereunder. The limitations specified in this Article 10 shall survive and apply even if any limited remedy specified in this Agreement is determined to have failed of its essential purpose.

11. Arbitration Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that the parties shall be entitled to reasonable document and deposition discovery from each other limited to the matters in dispute. A judgment upon the award rendered by the arbitrator shall be final and non-appealable, and may be entered in any court having jurisdiction thereof. The arbitration proceeding shall be conducted by a single arbitrator knowledgeable regarding matters in the software industry and held in Washington, D.C. or such other location as the parties may mutually agree upon. Notwithstanding the foregoing, either party may seek from any court of competent jurisdiction, injunctive and other equitable relief as appropriate. If a party seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by the other party, such other party agrees that it shall not allege in any such proceeding that the party seeking such relief has an adequate remedy at law. If a party seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking remedies at law nor shall it be deemed to have made an election of remedies.

12 Non-Disclosure

12.1 Confidential Information, Non-Disclosure Each of the parties agrees that as to any Confidential Information disclosed by one party (“**Discloser**”) to the other party (“**Recipient**”) hereunder (a) to use such Confidential Information only as necessary in the performance of this Agreement or as otherwise expressly permitted by this Agreement or by Discloser, and (b) not to disclose any such Confidential Information to any third party, using the same degree of care used to protect Recipient’s own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care, provided, however, that Recipient may disclose Confidential Information received hereunder to its officers, directors, employees, agents, independent contractors and advisors who have a need to know such information for the purposes contemplated by this Agreement, in each case only after making such persons aware of, and causing such persons to agree in writing to abide by, the provisions of this Agreement. Upon written request by Discloser, Recipient will promptly return or destroy all originals and copies of all of Discloser’s Confidential Information then in its possession or control, and provide written certification to Discloser that all such materials have been returned or destroyed, as applicable.

12.2 Exceptions The restrictions set forth in this **Article 12** shall not apply to any portion of the Confidential Information that (a) becomes generally available to the public other than as a result of unauthorized disclosure by Recipient or persons to whom Recipient has made the information available, (b) is available to Recipient on a non-confidential basis from a third party authorized to make such disclosure, (c) is independently developed by Recipient, (d) is identified by Discloser in writing as no longer proprietary or confidential, or (e) is disclosed by one of the parties pursuant to a requirement of a court or government agency, but then only to the extent of such required disclosure. If disclosure is required by a court or government agency, Recipient will promptly notify Discloser in writing prior to making any such disclosure and will cooperate with Discloser in seeking a protective order or other appropriate remedy. Recipient further agrees that it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

12.3 Independent Development, Residuals The terms of confidentiality under this Agreement shall not be construed to limit Manugistics’ or Customer’s right to independently develop or acquire products without use of the other party’s Confidential Information. Further, Manugistics or Customer shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “**residuals**” means technical information related to computer software technology in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither Manugistics nor Customer shall 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. However, the foregoing shall not be deemed to grant to either Manugistics or Customer a license under the other party’s copyrights or patents.

13 No Limitations Nothing herein shall limit the right of Manugistics or any Manugistics affiliate to enter into agreements with any third parties (including but not limited to competitors of Customer) similar to this Agreement

14 Miscellaneous

14 1 Relationship of the Parties This Agreement does not authorize either party to act as the agent of the other party, or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in any manner whatsoever

14 2 Assignment This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Except for an assignment (a) to an entity acquiring all or substantially all of the assets or outstanding capital stock of the assigning party, or (b) to a third party that the non-assigning party does not consider in its reasonable discretion to be a competitor of the non-assigning party, and which third party assumes in writing all rights and obligations of the assigning party hereunder, neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment shall be null and void. In addition, any attempt to effect a prohibited assignment shall constitute a material breach of this Agreement entitling the non-breaching party to terminate this Agreement immediately upon notice to the other party. Any dispute as to whether a third party is a competitor of a party shall be settled in accordance with **Article 11**

14 3 Headings The headings in this Agreement are for convenience only and shall not affect in any way the meaning of any provisions of this Agreement

14 4 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland applicable to contracts made and wholly performed in the State of Maryland

14 5 Severability The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted to the extent of such invalidity or unenforceability

14 6 Notices All notices required or permitted to be made under this Agreement shall be in writing addressed to Manugistics' President and to Customer's **[President]** at the respective addresses first set forth above, or such other address as each party may designate in writing to the other party for this purpose. Such notice shall be deemed to have been duly given and received either (a) on the day of delivery, if hand delivered or delivered by overnight courier, (b) on the fifth (5th) day after the date sent, if sent by prepaid certified mail or (c) on the calendar day following the date of transmission, if sent by facsimile or electronic mail

14 7 Force Majeure No delay caused by force majeure that cannot be reasonably circumvented shall constitute a breach of this Agreement


14 8 Survival Articles 6, 7, 9 through 13, and Sections 8 3, 14 4 and this 14 88 shall survive the expiration or termination of this Agreement

14 9 Entire Agreement, Amendment This Agreement and the License Agreement contain the entire understanding between the parties relating to the subject matter herein contained and supersede all prior oral and written understandings, arrangements and agreements between the parties relating thereto Any amendment to this Agreement must be in writing signed by the duly authorized representatives of both parties Any waiver by either party of a breach of any provision of this Agreement must be in writing The Appendices and Exhibits are an integral part of this Agreement

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

MANUGISTICS, INC

By
Name
Title


Raghavan Rajaraj
Exec VP + CFO

FLEMING COMPANIES

By
Name
Title

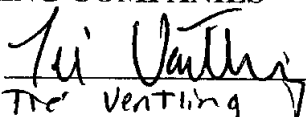

Tui Ventling
Industrial Engineer

EXHIBIT B



Manugistics, Inc
9715 Key West Avenue
Rockville, MD 20850
Tel 301-255-5000
Fax 301-255-5017
Fed ID 52-0891791

INVOICE #	626924
DATE	16-APR-03
PAGE:	Remit- 1 of 1
PURCHASE ORDER #	
OUR REFERENCE	27318
CUSTOMER #	39787
AGREEMENT #.	39787-1
LOCATION.	
PAYMENT TERMS	30 NET
DUE DATE	16-MAY-03

BILL TO

Attn: MIKE MCCORMICK
FLEMING COMPANIES
5701 N SHARTEL
P O BOX 26647
OKLAHOMA CITY OK 73126-0647

SHIP TO

Attn:
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

REMIT TO

MANUGISTICS, INC
P O. Box 73292
BALTIMORE MD 21273

Invoice

Wire Bank of America, Baltimore
ABA # 052001633
Acct # 60-190-0937-0
Swift Address BOFAUS3N

Services - Professional	33,110 00
Services - Expenses	7,501 97
Sub Total	40,611 97
Tax	3,045 91
Total	43,657 88
	USD

Comments

SERVICES - PROFESSIONAL - DETAIL

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
17-MAR-03	Hatcher, Shana		7.50	235.00	1,762.50	Worked on base data elements Worked on RFQ data
18-MAR-03	Hatcher, Shana		9.00	235.00	2,115.00	Weekly status meeting Data gathering and scrubbing RFQ work
19-MAR-03	Hatcher, Shana		9.00	235.00	2,115.00	RFQ work Data gathering Tested location interface
20-MAR-03	Hatcher, Shana		7.00	235.00	1,645.00	Base data elements collection RFQ meeting
21-MAR-03	Hatcher, Shana		1.00	235.00	235.00	Various project tasks
24-MAR-03	Gibson, Scott		2.00	330.00	660.00	
24-MAR-03	Hatcher, Shana		7.50	235.00	1,762.50	Data gathering Functionality testing Worked on RFQ
24-MAR-03	Wolfarth, Gregg		9.00	260.00	2,340.00	Strategy data modeling for Phoenix distribution center prototype
25-MAR-03	Gibson, Scott		6.00	330.00	1,980.00	
25-MAR-03	Hatcher, Shana		9.00	235.00	2,115.00	Data gathering RFQ work
25-MAR-03	Wolfarth, Gregg		9.00	260.00	2,340.00	Strategy data modeling for Phoenix distribution center prototype
26-MAR-03	Gibson, Scott		9.00	330.00	2,970.00	
26-MAR-03	Hatcher, Shana		9.00	235.00	2,115.00	Weekly status meeting Data gathering Worked on RFQ
26-MAR-03	Wolfarth, Gregg		9.00	260.00	2,340.00	Strategy data modeling for Phoenix distribution center prototype
27-MAR-03	Gibson, Scott		2.00	330.00	660.00	
27-MAR-03	Wolfarth, Gregg		8.50	260.00	2,210.00	Strategy data modeling for Phoenix distribution center prototype
28-MAR-03	Gibson, Scott		1.00	330.00	330.00	
28-MAR-03	Hatcher, Shana		1.00	235.00	235.00	Worked on various project tasks
28-MAR-03	Wolfarth, Gregg		5.00	260.00	1,300.00	Strategy data modeling for Phoenix distribution center prototype
31-MAR-03	Hatcher, Shana		8.00	235.00	1,880.00	Worked on data compiling and scrubbing Worked on RFQ
					Total Professional 33,110.00	

SERVICES - EXPENSE - DETAIL

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Gibson, Scott	18-MAR-03	Airfare	1,348 40	
	18-MAR-03	Mileage - Reimbursable	5 40	
	18-MAR-03	Personal Meals	17 81	
	19-MAR-03	Hotel	400 02	
	19-MAR-03	Internal Business Meals	192 45	
	19-MAR-03	Personal Meals	12 40	
	20-MAR-03	Internal Business Meals	16 22	
	20-MAR-03	Mileage - Reimbursable	5 40	
	20-MAR-03	Parking	47 00	
	20-MAR-03	Rental Car	157 77	
	25-MAR-03	Airfare	426 50	
	25-MAR-03	Mileage - Reimbursable	5 40	
	25-MAR-03	Personal Meals	28 72	
	25-MAR-03	Taxi	30 00	
	26-MAR-03	Hotel	241 82	
	26-MAR-03	Mileage - Reimbursable	5 40	
	26-MAR-03	Parking	36 00	
	26-MAR-03	Personal Meals	41 40	
		Empl/Other Exp Total		
				3 018 11
Halcher Shana	17-MAR-03	Personal Meals	31 65	
	17-MAR-03	Taxi	35 00	
	18-MAR-03	Personal Meals	51 05	
	19-MAR-03	Personal Meals	1 44	
	20-MAR-03	Hotel	600 03	
	20-MAR-03	Personal Meals	18 67	
	20-MAR-03	Rental Car	296 93	
	20-MAR-03	Taxi	35 00	

SERVICES - EXPENSE - DETAIL

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Wolffarth Gregg	21-MAR-03	Airfare	462 00	
	24-MAR-03	Personal Meals	41 64	
	24-MAR-03	Taxi	35 00	
	25-MAR-03	Personal Meals	13 90	
	26-MAR-03	Gas	10 37	
	26-MAR-03	Hotel	400 02	
	26-MAR-03	Personal Meals	9 81	
	26-MAR-03	Rental Car	210 83	
	26-MAR-03	Taxi	55 00	
	28-MAR-03	Airfare	1,130 18	
	31-MAR-03	Personal Meals	28 22	
	31-MAR-03	Taxi	35 00	
		Empl/Other Exp Total		3,501 74
	05-MAR-03	Gas	16 74	
	24-MAR-03	Personal Meals	8 97	
	25-MAR-03	Personal Meals	7 00	
	26-MAR-03	Business Meals	19 32	
	27-MAR-03	Gas	20 00	
	27-MAR-03	Personal Meals	7 00	
	27-MAR-03	Rental Car	903 09	
		Empl/Other Exp Total		982 12
				Total Expenses
				7 501 97



Manugistics, Inc
9715 Key West Avenue
Rockville, MD 20850
Tel 301-255-5000
Fax 301-255-5017
Fed ID 52-0891791

INVOICE #	625374
DATE	12-SEP-02
PAGE	Remit- 1 of 1
PURCHASE ORDER #	
OUR REFERENCE	27103
CUSTOMER #	39787
AGREEMENT #	39787-1
LOCATION:	
PAYMENT TERMS	30 NET
DUE DATE	12-OCT-02

BILL TO

Attn TRE VENTLING
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

SHIP TO

Attn
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

REMIT TO:

MANUGISTICS, INC
P O Box 73292
BALTIMORE MD 21273

Invoice

Wire Bank of America, Baltimore
ABA # 052001633
Acct # 60-190-0937-0
Swift Address BOFAUS3N

Services - Professional	1,880 00
Services - Expenses	00
Sub Total	1,880 00
Tax	136 30
Total	2,016 30
	USD

Comments

Manugistics, Inc

SERVICES - PROFESSIONAL - DETAIL

INVOICE #	625974
DATE	12-SEP-02
PAGE:	Labor- 1 of 1

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
19-AUG-02	Lockyear Date		8.00	235.00	1,880.00	Strategy/Freight Pay presentation in Lewisville
					Total Professional 1,880.00	

P 10/47

JUL 31 '03 07:53AM MANUGISTICS, INC

Manugistics, Inc

SERVICES - EXPENSE - DETAIL

INVOICE #	625374
DATE	12-SEP-02
PAGE	Expense- 1 of 1

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
				Total Expenses 00



Manugistics, Inc
9715 Key West Avenue
Rockville, MD 20850
Tel 301-255-5000
Fax 301-255-5017
Fed ID 52-0891791

INVOICE #	626213
DATE	13-JAN-03
PAGE	Remit- 1 of 1
PURCHASE ORDER #	
OUR REFERENCE:	27318
CUSTOMER #	39787
AGREEMENT #	39787-1
LOCATION:	
PAYMENT TERMS	30 NET
DUE DATE.	12-FEB-03

BILL TO-

Attn TRE VENTLING
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

SHIP TO

Attn
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

REMIT TO
MANUGISTICS, INC
P. O Box 73292
BALTIMORE MD 21273

Invoice

Wire Bank of America, Baltimore
ABA # 052001633
Acct # 60-190-0937-0
Swift Address BOFAUS3N

Services - Professional	66,065 00
Services - Expenses	9,568 17
Sub Total	75,633 17
Tax	5,672 51
Total	81,305 68
	USD

Comments

SERVICES - PROFESSIONAL - DETAIL

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
18-NOV-02	Gibson Scott		2 00	330 00	660 00	
18-NOV-02	Hatcher Shana		6 00	235 00	1,410 00	Worked on formatting and interfacing location data into 6 2 2 database
18-NOV-02	Miller Marc		6 00	285 00	1,710 00	Continued moving data from Fleming production to my laptop
19-NOV-02	Gibson, Scott		9 00	330 00	2,970 00	
19-NOV-02	Hatcher Shana		10 50	235 00	2,467 50	Worked on formatting and interfacing location data into 6 2 2 DB
19-NOV-02	Miller, Marc		10 50	285 00	2,992 50	Continued moving data from Fleming production to my laptop Met with Scott, Tre and Jeff to discuss vision
20-NOV-02	Gibson Scott		9 00	330 00	2,970 00	
20-NOV-02	Hatcher Shana		10 00	235 00	2,350 00	Worked on 6 2 2 set-up Meeting with Inbound team
20-NOV-02	Miller Marc		6 00	285 00	1,710 00	Continued moving data from Fleming production to my laptop Met with Jeff's group to discuss vision
21-NOV-02	Gibson, Scott		5 00	330 00	1 650 00	
21-NOV-02	Hatcher, Shana		6 00	235 00	1 410 00	Worked on rate interface
22-NOV-02	Hatcher, Shana		1 00	235 00	235 00	project documentation ect
02-DEC-02	Hatcher, Shana		6 50	235 00	1,527 50	Worked on formatting TL and LTL rate files
02-DEC-02	Miller Marc		7 00	285 00	1,995 00	Worked on Project Plan and loading Rates into test database
03-DEC-02	Hatcher Shana		9 50	235 00	2 232 50	Worked on loading TL and LTL rate files
03-DEC-02	Miller, Marc		11 00	285 00	3,135 00	Worked on Project Plan
04-DEC-02	Gibson Scott		3 00	330 00	990 00	
04-DEC-02	Hatcher Shana		9 00	235 00	2 115 00	Loaded rate files Loaded sample order files Ran ASD for testing purposes
04-DEC-02	Miller, Marc		9 00	285 00	2 565 00	Worked on Project Plan and testing
05-DEC-02	Gibson, Scott		6 00	330 00	1,980 00	
05-DEC-02	Hatcher Shana		5 00	235 00	1,175 00	Worked on 6 2 2 testing
05-DEC-02	Miller, Marc		5 00	285 00	1 425 00	Worked on testing and resolving case that was opened regarding out of memory issue
06-DEC-02	Gibson, Scott		2 00	330 00	660 00	
06-DEC-02	Hatcher Shana		2 00	235 00	470 00	RFQ training
09-DEC-02	Gibson Scott		1 50	330 00	495 00	
09-DEC-02	Hatcher Shana		5 00	235 00	1 175 00	Worked on testing 6 2 2 DB

SERVICES - PROFESSIONAL - DETAIL

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
09-DEC-02	Miller, Marc		5 00	285 00	1,425 00	Continued testing
10-DEC-02	Gibson Scott		6 00	330 00	1,980 00	
10-DEC-02	Hatcher, Shana		9 00	235 00	2 135 00	Account profiles rate groups, and performance rating testing
10-DEC-02	Miller, Marc		9 00	285 00	2,565 00	Continued testing and worked on Steering Comm presentation
11-DEC-02	Gibson Scott		7 50	330 00	2,475 00	
11-DEC-02	Hatcher Shana		8 50	235 00	1,997 50	Allowance and ARM testing
11-DEC-02	Miller, Marc		8 50	285 00	2 422 50	Continued testing
12-DEC-02	Gibson, Scott		6 50	330 00	2 145 00	
12-DEC-02	Hatcher, Shana		7 50	235 00	1 762 50	COM, Audit Trail and Allowance testing
12-DEC-02	Miller Marc		7 50	285 00	2,137 50	Continued testing and attended Steering Comm meeting Recapped with Jeff
13-DEC-02	Gibson Scott		1 00	330 00	330 00	
13-DEC-02	Hatcher Shana		1 00	235 00	235 00	Project work
					Total Professional 66,065 00	

SERVICES - EXPENSE - DETAIL

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Gibson Scott	18-NOV-02	Airfare	1 432 64	
	18-NOV-02	Internal Business Meals	31 02	
	18-NOV-02	Taxi	45 20	
	19-NOV-02	Hotel	427 14	
	19-NOV-02	Internal Business Meals	142 62	
	19-NOV-02	Personal Meals	12 00	
	20-NOV-02	Hotel	203 40	
	20-NOV-02	Internal Business Meals	14 36	
	20-NOV-02	Personal Meals	59 56	
	21-NOV-02	Personal Meals	22 45	
	21-NOV-02	Taxi	45 20	
		Empl/Other Exp Total		2 435 59
Halim Danny	10-OCT-02	Taxi	35 00	
		Empl/Other Exp Total		35 00
Hatcher, Shana	11-NOV-02	Personal Meals	7 25	
	11-NOV-02	Taxi	35 00	
	12-NOV-02	Personal Meals	3 36	
	13-NOV-02	Personal Meals	2 20	
	14-NOV-02	Hotel	610 20	
	14-NOV-02	Personal Meals	8 60	
	14-NOV-02	Taxi	35 00	
	18-NOV-02	Personal Meals	23 10	
	18-NOV-02	Taxi	35 00	
	19-NOV-02	Personal Meals	2 00	
	20-NOV-02	Personal Meals	9 20	
	21-NOV-02	Gas	17 33	
	21-NOV-02	Hotel	610 20	

SERVICES - EXPENSE - DETAIL

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Miller Marc	21-NOV-02	Personal Meals	27 25	3 294 76
	21-NOV-02	Rental Car	282 72	
	21-NOV-02	Taxi	35 00	
	22-NOV-02	Airfare	218 00	
	02-DEC-02	Personal Meals	6 75	
	02-DEC-02	Taxi	35 00	
	03-DEC-02	Personal Meals	23 70	
	04-DEC-02	Personal Meals	1 50	
	05-DEC-02	Hotel	610 20	
	05-DEC-02	Personal Meals	17 20	
	05-DEC-02	Taxi	35 00	
	06-DEC-02	Airfare	604 00	
		Emp/Other Exp Total		
	11-NOV-02	Hotel	203 40	
	11-NOV-02	Personal Meals	98 00	
	11-NOV-02	Taxi	37 00	
	12-NOV-02	Hotel	203 40	
	12-NOV-02	Personal Meals	73 00	
	13-NOV-02	Hotel	203 40	
	13-NOV-02	Personal Meals	59 00	
	14-NOV-02	Gas	8 00	
	14-NOV-02	Personal Meals	20 00	
	14-NOV-02	Rental Car	323 60	
	14-NOV-02	Taxi	37 00	
	18-NOV-02	Hotel	203 40	
	18-NOV-02	Personal Meals	8 00	
	18-NOV-02	Taxi	37 00	

SERVICES - EXPENSE - DETAIL

INVOICE #	626213
DATE	13-JAN-03
PAGE:	Expense- 3 of 3

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
	19-NOV-02	Hotel	203 40	
	19-NOV-02	Personal Meals	31 00	
	21-NOV-02	Taxi	37 00	
	02-DEC-02	Airfare	833 30	
	02-DEC-02	Hotel	203 40	
	02-DEC-02	Personal Meals	95 00	
	02-DEC-02	Taxi	37 00	
	03-DEC-02	Hotel	203 40	
	03-DEC-02	Personal Meals	56 00	
	04-DEC-02	Hotel	203 40	
	04-DEC-02	Personal Meals	30 00	
	05-DEC-02	Gas	8 00	
	05-DEC-02	Personal Meals	28 00	
	05-DEC-02	Rental Car	282 72	
	05-DEC-02	Taxi	37 00	
		Empl/Other Exp Total		3,802 82
				Total Expenses
				9,568 17



Manugistics, Inc
9715 Key West Avenue
Rockville, MD 20850
Tel 301-255-5000
Fax 301-255-5017
Fed ID 52-0891791

INVOICE #	626368
DATE	06-FEB-03
PAGE:	Remit- 1 of 1
PURCHASE ORDER #	
OUR REFERENCE	27318
CUSTOMER #	39787
AGREEMENT #	39787-1
LOCATION:	
PAYMENT TERMS	30 NET
DUE DATE	08-MAR-03

BILL TO

Attn TRE VENTLING
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

SHIP TO.

Attn
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

REMIT TO

MANUGISTICS, INC
P O Box 73292
BALTIMORE MD 21273

Invoice

Wire Bank of America, Baltimore
ABA # 052001633
Acct # 60-190-0937-0
Swift Address BOFAUS3N

Services - Professional	40,767 50
Services - Expenses	9,947 93
Sub Total	50,715 43
Tax	3,803 67
Total	54,519 10
	USD

Comments

SERVICES - PROFESSIONAL - DETAIL

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
16-DEC-02	Gibson Scott		5 00	330 00	1,650 00	
16-DEC-02	Hatcher Shana		6 00	235 00	1,410 00	Tested 6 2 2 DB Compiled test assumptions and results
16-DEC-02	Miller Marc		7 00	285 00	1 995 00	Met with Tre, Jeff, Mike, and Scott to put together Business case for upgrade
17-DEC-02	Hatcher Shana		8 50	235 00	1 997 50	Day in a life with a planner Compiled results Compiled test assumptions and results
17-DEC-02	Miller, Marc		8 50	285 00	2,422 50	Continued testing
18-DEC-02	Hatcher, Shana		5 50	235 00	1,292 50	Tested ARM Worked on project issues
18-DEC-02	Miller Marc		5 50	285 00	1,567 50	Continued Testing
19-DEC-02	Hatcher, Shana		2 00	235 00	470 00	Admin project work Compiled testing results
06-JAN-03	Miller, Marc		6 00	285 00	1,710 00	Worked with Tre and Mike on prep for upgrade
07-JAN-03	Miller, Marc		6 50	285 00	1 852 50	Worked with Tre and Mike on prep for upgrade
08-JAN-03	Miller, Marc		1 00	285 00	285 00	Gathered material on upgrade
09-JAN-03	Miller, Marc		1 00	285 00	285 00	Gathered material on upgrade
13-JAN-03	Hatcher Shana		7 00	235 00	1,645 00	Meeting with Tre Ventling Worked on 7 0 enhancement document Updated Prototype and Pilot test scripts
13-JAN-03	Miller, Marc		7 00	285 00	1 995 00	Met with Tre worked on What's new in 7 0 doc
14-JAN-03	Hatcher, Shana		9 00	235 00	2 115 00	Revised To Be document Revised Prototype and Pilot Plans Worked on 7 0 Enhancement doc Meeting with Fleming exec team about Project Plan
14-JAN-03	Miller, Marc		9 00	285 00	2 565 00	Met with Tre, Jeff, Mike Bletko to go over project
15-JAN-03	Gibson, Scott		9 00	330 00	2 970 00	
15-JAN-03	Hatcher, Shana		10 00	235 00	2 350 00	7 0 data mapping
15-JAN-03	Miller, Marc		10 00	285 00	2 850 00	Met with Tre, Scott, Jeff, and Mike to go over project
16-JAN-03	Gibson, Scott		9 50	330 00	3 135 00	
16-JAN-03	Hatcher, Shana		7 00	235 00	1,645 00	7 0 data mapping Worked on various documentation
16-JAN-03	Miller, Marc		7 00	285 00	1,995 00	Met with Tre and Scott to complete the budgeted Savings worksheet
17-JAN-03	Gibson Scott		1 00	330 00	330 00	
17-JAN-03	Hatcher Shana		1 00	235 00	235 00	Project work

SERVICES - PROFESSIONAL - DETAIL

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
					Total Professional 40,767 50	

SERVICES - EXPENSE - DETAIL

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Gibson Scott	02-DEC-02	Airfare	1 021 98	
	04-DEC-02	Business Meals	149 24	
	04-DEC-02	Hotel	120 31	
	04-DEC-02	Personal Meals	14 21	
	04-DEC-02	Taxi	24 00	
	05-DEC-02	Mileage - Reimbursable	5 48	
	05-DEC-02	Parking	31 50	
	05-DEC-02	Personal Meals	29 30	
	16-DEC-02	Airfare	1 299 20	
	16-DEC-02	Internal Business Meals	23 20	
	16-DEC-02	Mileage - Reimbursable	10 96	
	16-DEC-02	Parking	18 00	
	16-DEC-02	Personal Meals	37 71	
	10-JAN-03	Airfare	1,390 62	
	10-JAN-03	Internal Business Meals	109 93	
	10-JAN-03	Personal Meals	12 40	
	10-JAN-03	Taxi	45 20	
	11-JAN-03	Hotel	406 80	
	11-JAN-03	Internal Business Meals	203 09	
	11-JAN-03	Personal Meals	41 80	
	12-JAN-03	Taxi	45 20	
		Emp/Other Exp Total		5 040 13
Halim Danny	08-OCT-02	Hotel	263 99	
		Emp/Other Exp Total		263 99
Hatcher Shana	08-DEC-02	Personal Meals	7 25	
	09-DEC-02	Taxi	35 00	
	10-DEC-02	Personal Meals	2 50	

SERVICES - EXPENSE - DETAIL

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Miller, Marc	11-DEC-02	Personal Meals	25 95	1,491 60
	12-DEC-02	Hotel	610 20	
	12-DEC-02	Personal Meals	19 80	
	12-DEC-02	Taxi	60 00	
	16-DEC-02	Personal Meals	6 30	
	16-DEC-02	Taxi	60 00	
	17-DEC-02	Personal Meals	99 10	
	18-DEC-02	Hotel	406 80	
	18-DEC-02	Personal Meals	23 70	
	18-DEC-02	Taxi	35 00	
	20-DEC-02	Airfare	100 00	
		Emp/Other Exp Total		
	09-DEC-02	Hotel	203 40	
	09-DEC-02	Personal Meals	71 00	
	09-DEC-02	Taxi	37 00	
	10-DEC-02	Hotel	203 40	
	11-DEC-02	Hotel	203 40	
	12-DEC-02	Gas	15 00	
	12-DEC-02	Rental Car	323 60	
	12-DEC-02	Taxi	37 00	
	16-DEC-02	Hotel	203 40	
	16-DEC-02	Personal Meals	29 00	
	16-DEC-02	Taxi	37 00	
	17-DEC-02	Hotel	203 40	
	17-DEC-02	Personal Meals	12 00	
	18-DEC-02	Gas	11 00	
	18-DEC-02	Personal Meals	11 00	

Manugistics, Inc

SERVICES - EXPENSE - DETAIL

INVOICE #	626368
DATE	06-FEB-03
PAGE	Expense- 3 of 3

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
	18-DEC-02	Rental Car	242 70	
	18-DEC-02	Taxi	37 00	
	06-JAN-03	Airfare	806 00	
	06-JAN-03	Hotel	200 01	
	06-JAN-03	Personal Meals	40 00	
	07-JAN-03	Gas	4 50	
	07-JAN-03	Parking	50 00	
	07-JAN-03	Personal Meals	5 00	
	07-JAN-03	Rental Car	165 40	
	07-JAN-03	Tolls	1 00	
		Emp/Other Exp Total		3,152 21
				Total Expenses
				9 947 93



Manugistics, Inc
9715 Key West Avenue
Rockville, MD 20850
Tel 301-255-5000
Fax 301-255-5017
Fed ID 52-0891791

INVOICE # 626555
DATE 06-MAR-03
PAGE Remit- 1 of 1
PURCHASE ORDER #
OUR REFERENCE 27318
CUSTOMER # 39787
AGREEMENT #. 39787-1
LOCATION
PAYMENT TERMS: 30 NET
DUE DATE 05-APR-03

BILL TO

Attn: TRE VENTLING
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

SHIP TO:

Attn
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

REMIT TO
MANUGISTICS, INC
P O Box 73292
BALTIMORE MD 21273

Wire Bank of America, Baltimore
ABA # 052001633
Acct # 60-190-0937-0
Swift Address BOFAUS3N

Invoice

Services - Professional	63,485 00
Services - Expenses	11,436 46
Sub Total	74,921 46
Tax	5,619 12
Total	80,540 58
	USD

Comments

Manugistics, Inc

SERVICES - PROFESSIONAL - DETAIL

INVOICE #	626555
DATE	06-MAR-03
PAGE	Labor- 1 of 3

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
20-JAN-03	Gibson Scott		2 00	330 00	660 00	
20-JAN-03	Hatcher, Shana		6 50	235 00	1 527 50	Compiled reports from outside TM Worked on various project tasks/documentation
21-JAN-03	Hatcher Shana		9 00	235 00	2,115 00	Conference call about RFQ - Alison Zimmerman Jeff Tovey Sophy Lim Worked on 7 0 web configurations Updated wall charts
22-JAN-03	Hatcher, Shana		7 50	235 00	1 762 50	Worked on various project tasks and research Worked on various project documentation Worked on TM 7 0 Web configurations
23-JAN-03	Gibson, Scott		1 00	330 00	330 00	
23-JAN-03	Hatcher Shana		6 00	235 00	1 410 00	Meeting with Mike McCormick and Tre Ventling about project plan Worked on AS IS and TO BE process flows Conference call with Fleming's IT group
24-JAN-03	Gibson Scott		4 00	330 00	1 320 00	
24-JAN-03	Hatcher Shana		1 00	235 00	235 00	Worked on project tasks
27-JAN-03	Gibson, Scott		7 00	330 00	2 310 00	
27-JAN-03	Hatcher, Shana		6 50	235 00	1 527 50	Worked on To Be process flow
28-JAN-03	Gibson Scott		9 00	330 00	2,970 00	
28-JAN-03	Hatcher Shana		10 50	235 00	2,467 50	Worked on To Be process flow Meeting with Scott Tre and Mike Project Meeting/Kickoff Meeting
29-JAN-03	Gibson Scott		9 00	330 00	2,970 00	
29-JAN-03	Hatcher Shana		8 50	235 00	1,997 50	Revised and Updated To Be Process Flow Worked on Trans/EM process flow
30-JAN-03	Gibson, Scott		3 00	330 00	990 00	
30-JAN-03	Hatcher Shana		6 50	235 00	1 527 50	Worked on various project tasks Worked on various project docs
31-JAN-03	Gibson Scott		1 00	330 00	330 00	
31-JAN-03	Halim Danny		1 00	285 00	285 00	Scope discussion with Scott Gibson Prepared data template
31-JAN-03	Hatcher, Shana		1 00	235 00	235 00	Project tasks
03-FEB-03	Gibson Scott		2 00	330 00	660 00	
03-FEB-03	Hatcher Shana		6 50	235 00	1 527 50	Fleming IT group meeting RFQ meeting
03-FEB-03	Miller Marc		7 00	285 00	1,995 00	Met with Brad Jeff and procurement to review structure
03-FEB-03	Myers Larry		4 00	330 00	1,320 00	Meeting to discuss infrastructure
04-FEB-03	Gibson Scott		1 00	330 00	330 00	

Manugistics, Inc

SERVICES - PROFESSIONAL - DETAIL

INVOICE #	626555
DATE.	06-MAR-03
PAGE.	Labor- 2 of 3

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
04-FEB-03	Hatcher, Shana		9 50	235 00	2 232 50	RFQ meeting Locations meeting Strategy meeting EM/TM web testing
04-FEB-03	Miller, Marc		10 00	285 00	2 850 00	Met with Brad, Debbie and Shana to review locations and data mapping
05-FEB-03	Gibson, Scott		2 00	330 00	660 00	
05-FEB-03	Hatcher, Shana		4 00	235 00	940 00	Strategy meeting Data mapping with Brad Smith
05-FEB-03	Miller, Marc		4 00	285 00	1,140 00	Met with Jeff, Mike, Brad and Shana to discuss Strategy
06-FEB-03	Hatcher, Shana		1 00	235 00	235 00	Project tasks
10-FEB-03	Hatcher, Shana		4 50	235 00	1 057 50	Weekly status meeting Data mapping session
10-FEB-03	Miller, Marc		5 50	285 00	1 567 50	Met with Rita, Melanie, Mark, Tre and Mike to review status and to discuss Strategy Attended weekly status meeting
11-FEB-03	Gibson, Scott		5 00	330 00	1,650 00	
11-FEB-03	Hatcher, Shana		9 00	235 00	2,115 00	Meeting with Mark Emrick about locations Tested item deletion process Meeting with Tre Ventling, Mark Emrick Scott Gibson and Marc Miller about location data
11-FEB-03	Miller, Marc		9 00	285 00	2 565 00	Met with Melanie to discuss Strategy Met with Rita Scott and Tre
12-FEB-03	Gibson, Scott		9 00	330 00	2 970 00	
12-FEB-03	Hatcher, Shana		8 00	235 00	1,880 00	Meeting with IT group discussing Manu tools and project design Meeting with Rhonda to discuss planning issues Worked on documentation needed by Fleming IT group
12-FEB-03	Miller, Marc		8 00	285 00	2 280 00	Met with Rita Scott Tre, Brad Shana to discuss project roadmap
13-FEB-03	Gibson, Scott		6 00	330 00	1,980 00	
13-FEB-03	Hatcher, Shana		5 50	235 00	1,292 50	Worked on process flow diagrams Worked on issue log document Worked on various project tasks
13-FEB-03	Miller, Marc		5 50	285 00	1,567 50	Reviewed Issue log and Tr reference manual
14-FEB-03	Gibson, Scott		2 00	330 00	660 00	
14-FEB-03	Hatcher, Shana		2 00	235 00	470 00	Conference call to discuss project deliverables Worked on various project tasks
14-FEB-03	Miller, Marc		2 00	285 00	570 00	Attended conference call with Brad Rita Melanie Scott, Shana, Mark, and Tre Completed Status report reviewed resource requirements

Manugistics, Inc

SERVICES - PROFESSIONAL - DETAIL

INVOICE #	626555
DATE	06-MAR-03
PAGE	Labor- 3 of 3

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
					Total Professional 63,485.00	

Manugistics, Inc

SERVICES - EXPENSE - DETAIL

INVOICE #.	626555
DATE	06-MAR-03
PAGE:	Expense- 1 of 3

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Gibson Scott	13-JAN-03	Airfare	1 051 08	
	14-JAN-03	Internal Business Meals	34 50	
	15-JAN-03	Hotel	368 00	
	15-JAN-03	Internal Business Meals	123 39	
	15-JAN-03	Personal Meals	12 00	
	16-JAN-03	Internal Business Meals	18 32	
	16-JAN-03	Mileage - Reimbursable	5 48	
	16-JAN-03	Parking	50 25	
	16-JAN-03	Personal Meals	27 45	
	16-JAN-03	Rental Car	176 68	
	27-JAN-03	Airfare	1 348 40	
	27-JAN-03	Business Meals	43 44	
	27-JAN-03	Mileage - Reimbursable	5 40	
	27-JAN-03	Personal Meals	37 44	
	27-JAN-03	Taxi	25 00	
	28-JAN-03	Hotel	400 02	
	28-JAN-03	Internal Business Meals	14 03	
	28-JAN-03	Personal Meals	41 67	
	29-JAN-03	Internal Business Meals	20 62	
	29-JAN-03	Mileage - Reimbursable	5 40	
	29-JAN-03	Parking	54 00	
	29-JAN-03	Personal Meals	29 86	
		Emp/Other Exp Total		3,892 43
Hatcher Shana	13-JAN-03	Personal Meals	5 80	
	13-JAN-03	Taxi	35 00	
	14-JAN-03	Personal Meals	60 26	
	15-JAN-03	Personal Meals	1 80	

Manugistics, Inc.

SERVICES - EXPENSE - DETAIL

INVOICE #.	626555
DATE	06-MAR-03
PAGE	Expense- 2 of 3

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
	16-JAN-03	Airfare	456 00	
	16-JAN-03	Hotel	600 03	
	16-JAN-03	Personal Meals	22 75	
	16-JAN-03	Taxi	35 00	
	17-JAN-03	Airfare	674 00	
	20-JAN-03	Personal Meals	38 92	
	20-JAN-03	Taxi	35 00	
	21-JAN-03	Personal Meals	36 24	
	22-JAN-03	Personal Meals	32 87	
	23-JAN-03	Gas	13 45	
	23-JAN-03	Hotel	600 03	
	23-JAN-03	Personal Meals	19 78	
	23-JAN-03	Rental Car	289 90	
	23-JAN-03	Taxi	35 00	
	24-JAN-03	Airfare	248 00	
	27-JAN-03	Personal Meals	38 45	
	27-JAN-03	Taxi	35 00	
	28-JAN-03	Personal Meals	16 77	
	29-JAN-03	Personal Meals	26 88	
	30-JAN-03	Gas	13 77	
	30-JAN-03	Hotel	600 03	
	30-JAN-03	Personal Meals	30 30	
	30-JAN-03	Rental Car	289 90	
	30-JAN-03	Taxi	35 00	
	31-JAN-03	Airfare	253 00	
	03-FEB-03	Personal Meals	23 82	
	03-FEB-03	Taxi	35 00	

P 29/47

JUL 31 '03 07 59AM MANUGISTICS, INC

Manugistics, Inc

SERVICES - EXPENSE - DETAIL

INVOICE #.	626555
DATE	06-MAR-03
PAGE	Expense- 3 of 3

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Miller, Marc	04-FEB-03	Personal Meals	2 30	
	05-FEB-03	Hotel	400 02	
	05-FEB-03	Personal Meals	15 32	
	05-FEB-03	Taxi	35 00	
		Empl/Other Exp Total		
				5 090 39
	13-JAN-03	Airfare	581 50	
	13-JAN-03	Hotel	200 01	
	13-JAN-03	Personal Meals	80 00	
	13-JAN-03	Taxi	37 00	
	14-JAN-03	Hotel	200 01	
	14-JAN-03	Personal Meals	4 00	
	15-JAN-03	Business Meals	50 00	
	15-JAN-03	Hotel	200 01	
	15-JAN-03	Personal Meals	18 00	
	16-JAN-03	Rental Car	363 23	
	16-JAN-03	Taxi	37 00	
		Empl/Other Exp Total		1,770 76
Myers, Larry	03-FEB-03	Airfare	268 05	
	03-FEB-03	Hotel	128 04	
	03-FEB-03	Personal Meals	52 71	
	03-FEB-03	Rental Car	141 58	
	03-FEB-03	Taxi	80 50	
	04-FEB-03	Gas	12 00	
		Empl/Other Exp Total		682 88
				Total Expenses
				11,436 46

**BILL TO**

Attn: TRE VENTLING
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

Manugistics, Inc
9715 Key West Avenue
Rockville, MD 20850
Tel 301-255-5000
Fax 301-255-5017
Fed ID 52-0891791

SHIP TO.

Attn:
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

INVOICE #	628677
DATE	06-MAR-03
PAGE	Remit- 1 of 1
PURCHASE ORDER #	
OUR REFERENCE	27660
CUSTOMER #	39787
AGREEMENT #	39787-2
LOCATION	
PAYMENT TERMS	30 NET
DUE DATE	05-APR-03

REMIT TO

MANUGISTICS, INC
P. O. Box 73292
BALTIMORE MD 21273

Wire Bank of America, Baltimore
ABA # 052001633
Acct # 60-190-0937-0
Swift Address BOFAUS3N

Invoice

TL 2003 RFQ - Phoenix, AZ

TL 2003 RFQ - Phoenix, AZ Matrix

Services - Professional	00
Services - Expenses	00
	18,000 00
	25,000 00
Sub Total	43,000 00
Tax	1,350 00
Total	44,350 00
	USD

Comments

Manugistics, Inc

SERVICES - PROFESSIONAL - DETAIL

INVOICE #	626677
DATE	06-MAR-03
PAGE	Labor- 1 of 1

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
					Total Professional 00	

Manugistics, Inc

SERVICES - EXPENSE - DETAIL

INVOICE #.	626677
DATE	06-MAR-03
PAGE	Expense- 1 of 1

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
				Total Expenses 00



Manugistics, Inc
9715 Key West Avenue
Rockville, MD 20850
Tel 301-255-5000
Fax 301-255-5017
Fed ID 52-0891791

INVOICE # 626859
DATE 07-APR-03
PAGE Remit- 1 of 1
PURCHASE ORDER #
OUR REFERENCE 27318
CUSTOMER # 39787
AGREEMENT # 39787-1
LOCATION:
PAYMENT TERMS: 30 NET
DUE DATE 07-MAY-03

BILL TO

Attn: TRE VENTLING
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

SHIP TO

Attn
FLEMING COMPANIES
1945 LAKEPOINTE DRIVE
LEWISVILLE TX 75057

REMIT TO
MANUGISTICS, INC
P. O Box 73292
BALTIMORE MD 21273

Wire Bank of America, Baltimore
ABA # 052001633
Acct # 60-190-0937-0
Swift Address BOFAUS3N

Invoice

Services - Professional	113,730 00
Services - Expenses	20,917 31
Sub Total	134,647 31
Tax	10,098 55
Total	144,745 86
	USD

Comments

Manugistics, Inc

SERVICES - PROFESSIONAL - DETAIL

INVOICE #	626859
DATE	07-APR-03
PAGE	Labor- 1 of 4

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
17-FEB-03	Gibson Scott		2 00	330 00	660 00	
17-FEB-03	Miller Marc		6 50	285 00	1,852 50	Met with team for weekly status meeting
17-FEB-03	Myers, Larry		3 00	330 00	990 00	Remote Support
18-FEB-03	Gibson Scott		5 50	330 00	1 815 00	
18-FEB-03	Hatcher Shana		1 00	235 00	235 00	Worked with Alison on RFQ
18-FEB-03	Miller Marc		8 50	285 00	2 422 50	Met to discuss locations Reviewed RFQ status Met with Scott and Tre to discuss resourcing moving forward
19-FEB-03	Gibson Scott		8 00	330 00	2,640 00	
19-FEB-03	Hatcher Shana		5 50	235 00	1 292 50	Worked on flow diagram Worked on manual data doc Worked on various project tasks
19-FEB-03	Miller, Marc		7 50	285 00	2 137 50	Attended RFQ demo worked with Shana on documentation
20-FEB-03	Hatcher, Shana		8 00	235 00	1,880 00	Worked on manual data elements document
20-FEB-03	Miller, Marc		6 00	285 00	1 710 00	Reviewed setup documents, Spoke with Allison regarding RFQ Spoke with Melanie and Danny regarding Strategy
21-FEB-03	Halim, Danny		8 00	285 00	2,280 00	Accelerated training for Fleming IT, Project and model discussions
21-FEB-03	Hatcher, Shana		3 00	235 00	705 00	Strategy meeting and demo Worked on manual data element doc
21-FEB-03	Wolfarth Gregg		8 00	260 00	2 080 00	Fleming Strategy Solution Planning
24-FEB-03	Hatcher Shana		6 00	235 00	1 410 00	Meeting with Austin from IT to talk about Fleming's Plan view tool Weekly update meeting with Mike McCormick Worked on various project tasks
24-FEB-03	Miller, Marc		6 50	285 00	1,852 50	Attended staff meeting to review project status
25-FEB-03	Hatcher, Shana		8 50	235 00	1 997 50	Meeting with Mark Emrick Brad Smith, Debbie Mills Jeff Tovey and Shirley about location and allowance table formats, etc Meeting about project plan and scope with Marc Miller and Brad Smith
25-FEB-03	Miller, Marc		8 50	285 00	2 422 50	Met with team to review Location interface as well as process for entering locations Met with Brad to discuss project plan
25-FEB-03	Wolfarth, Gregg		2 00	260 00	520 00	Data mapping activities with Fleming IT staff

Manugistics, Inc

SERVICES - PROFESSIONAL - DETAIL

INVOICE #	626859
DATE	07-APR-03
PAGE	Labor- 2 of 4

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
26-FEB-03	Hatcher Shana		8.50	235.00	1,997.50	Worked on base data element doc. Tested and modeled TM functionality.
26-FEB-03	Miller Marc		8.50	285.00	2,422.50	Met with Brad to discuss project plan. Reviewed documents. Worked on getting resources for Fleming.
26-FEB-03	Wolfarth, Gregg		2.00	260.00	520.00	Data mapping activities with Fleming IT staff.
27-FEB-03	Hatcher Shana		5.50	235.00	1,292.50	Location meeting with Mark Emrick. Tested TM functionality.
27-FEB-03	Miller, Marc		5.50	285.00	1,567.50	Met with team to finalize location process. Reviewed project plan.
27-FEB-03	Wolfarth, Gregg		6.00	260.00	1,560.00	Data mapping activities with Fleming IT staff.
28-FEB-03	Hatcher, Shana		2.00	235.00	470.00	Worked on various project tasks.
28-FEB-03	Wolfarth, Gregg		5.00	260.00	1,300.00	Data model prototyping.
03-MAR-03	Gibson Scott		6.00	330.00	1,980.00	
03-MAR-03	Hatcher, Shana		7.00	235.00	1,645.00	Status meeting. Worked on test scripts. Worked on base data elements doc.
03-MAR-03	Miller, Marc		7.00	285.00	1,995.00	Attended status meeting. Reviewed when to begin RFQ.
03-MAR-03	Wolfarth Gregg		7.50	260.00	1,950.00	Data modeling for Phoenix distribution center prototype.
04-MAR-03	Hatcher Shana		8.00	235.00	1,880.00	Test script meeting. Updated test scripts.
04-MAR-03	Miller Marc		8.00	285.00	2,280.00	Met with Acctg to discuss Freight Pay. Met to discuss testing and scripts.
04-MAR-03	Tuomi Jon		.50	235.00	117.50	Pre-visit planning.
04-MAR-03	Wolfarth Gregg		8.50	260.00	2,210.00	Data modeling for Phoenix distribution center prototype.
05-MAR-03	Gibson Scott		1.00	330.00	330.00	
05-MAR-03	Hatcher, Shana		9.00	235.00	2,115.00	Worked on test scripts. Tested TM functionality.
05-MAR-03	Miller Marc		9.00	285.00	2,565.00	Reviewed project plan. Discussed resourcing needs.
05-MAR-03	Wolfarth Gregg		8.00	260.00	2,080.00	Data modeling for Phoenix distribution center prototype.
06-MAR-03	Gibson, Scott		1.00	330.00	330.00	
06-MAR-03	Hatcher Shana		7.00	235.00	1,645.00	Updated To Be doc. Worked on prototype test scripts. Worked on base data element doc.
06-MAR-03	Miller, Marc		6.50	285.00	1,852.50	Reviewed status of Strategy with Greg. Reviewed status with Shana. Discussed my rolloff with Tre.

SERVICES - PROFESSIONAL - DETAIL

INVOICE #	626859
DATE	07-APR-03
PAGE	Labor- 3 of 4

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
06-MAR-03	Wolffarth Gregg		7 50	260 00	1,950 00	Data modeling for Phoenix distribution center prototype
07-MAR-03	Hatcher Shana		1 00	235 00	235 00	Worked on various project tasks
07-MAR-03	Wolffarth Gregg		1 50	260 00	390 00	Data mapping Strategy to Fleming systems
10-MAR-03	Hatcher Shana		7 00	235 00	1 645 00	Weekly status meeting Worked on pilot test scripts
10-MAR-03	Tuomi Jon		6 50	235 00	1 527 50	Transport Web ARM server installs
10-MAR-03	Wolffarth Gregg		9 00	260 00	2 340 00	Strategy data modeling for Phoenix distribution center prototype
11-MAR-03	Hatcher, Shana		10 50	235 00	2,467 50	Worked on LTL logic and set-up plan with Jeff Tovey Reviewed base data elements
11-MAR-03	Tuomi Jon		9 00	235 00	2,115 00	Transport Web installs, interface meetings patch coordination
11-MAR-03	Wolffarth Gregg		8 50	260 00	2,210 00	Strategy data modeling for Phoenix distribution center prototype
12-MAR-03	Hatcher Shana		10 00	235 00	2,350 00	Worked with Marc Emnck on location data mapping Worked with Steve Lewis on base data elements Worked on LTL logic
12-MAR-03	Tuomi Jon		9 00	235 00	2 115 00	Transport Web installs, DB meeting documentation
12-MAR-03	Wolffarth Gregg		8 50	260 00	2,210 00	Strategy data modeling for Phoenix distribution center prototype
13-MAR-03	Hatcher Shana		7 00	235 00	1,645 00	Worked on base data elements Worked on getting data for RFQ Finalized LTL set-up logic
13-MAR-03	Tuomi Jon		7 50	235 00	1 762 50	Meetings DB schema help, documentation, tnp report
13-MAR-03	Wolffarth Gregg		8 00	260 00	2,080 00	Strategy data modeling for Phoenix distribution center prototype
14-MAR-03	Hatcher, Shana		2 00	235 00	470 00	Worked on various project tasks
14-MAR-03	Wolffarth Gregg		5 00	260 00	1 300 00	Strategy data modeling for Phoenix distribution center prototype
17-MAR-03	Wolffarth Gregg		9 00	260 00	2,340 00	Strategy data modeling for Phoenix distribution center prototype
18-MAR-03	Gibson, Scott		2 00	330 00	660 00	
18-MAR-03	Wolffarth Gregg		9 00	260 00	2 340 00	Strategy data modeling for Phoenix distribution center prototype
19-MAR-03	Gibson, Scott		8 00	330 00	2 640 00	
19-MAR-03	Wolffarth Gregg		9 00	260 00	2 340 00	Strategy data modeling for Phoenix distribution center prototype

Manugistics, Inc

SERVICES - PROFESSIONAL - DETAIL

INVOICE #	626859
DATE	07-APR-03
PAGE	Labor- 4 of 4

DATE	EMPLOYEE NAME	BILLING TITLE	HOURS	RATE	AMOUNT	COMMENTS
20-MAR-03	Gibson Scott		9 00	330 00	2,970 00	
20-MAR-03	Wolffarth Gregg		8 50	260 00	2,210 00	Strategy data modeling for Phoenix distribution center prototype
21-MAR-03	Gibson Scott		1 00	330 00	330 00	
21-MAR-03	Wolffarth Gregg		8 00	260 00	2,080 00	Strategy data modeling for Phoenix distribution center prototype
					Total Professional 113,730 00	

Manugistics, Inc

SERVICES - EXPENSE - DETAIL

INVOICE #	626859
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PAGE:	Expense- 1 of 6

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Gibson Scott	11-FEB-03	Airfare	1,339 75	
	11-FEB-03	Mileage - Reimbursable	5 40	
	11-FEB-03	Personal Meals	10 00	
	12-FEB-03	Hotel	483 64	
	13-FEB-03	Mileage - Reimbursable	5 40	
	13-FEB-03	Personal Meals	19 80	
	14-FEB-03	Parking	54 00	
	18-FEB-03	Airfare	1 056 32	
	18-FEB-03	Hotel	241 82	
	18-FEB-03	Internal Business Meals	106 28	
	19-FEB-03	Internal Business Meals	45 72	
	19-FEB-03	Personal Meals	36 25	
	20-FEB-03	Mileage - Reimbursable	5 40	
	21-FEB-03	Parking	36 00	
	03-MAR-03	Airfare	1,056 32	
	03-MAR-03	Hotel	200 01	
	03-MAR-03	Internal Business Meals	160 80	
	03-MAR-03	Mileage - Reimbursable	5 40	
	03-MAR-03	Parking	18 00	
	03-MAR-03	Personal Meals	8 00	
		Empl/Other Exp Total		4 894 31
Halim, Danny	20-FEB-03	Airfare	774 72	
	20-FEB-03	Hotel	212 30	
	20-FEB-03	Personal Meals	7 44	
	21-FEB-03	Parking	22 50	
	21-FEB-03	Personal Meals	4 61	
		Empl/Other Exp Total		1,021 57

SERVICES - EXPENSE - DETAIL

INVOICE #	626859
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PAGE	Expense- 2 of 6

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Hatcher, Shana	10-FEB-03	Personal Meals	58 69	
	10-FEB-03	Taxi	35 00	
	11-FEB-03	Personal Meals	73 08	
	12-FEB-03	Personal Meals	25 92	
	13-FEB-03	Hotel	600 03	
	13-FEB-03	Personal Meals	35 56	
	13-FEB-03	Taxi	35 00	
	14-FEB-03	Airfare	441 00	
	19-FEB-03	Personal Meals	40 79	
	19-FEB-03	Taxi	35 00	
	20-FEB-03	Personal Meals	36 17	
	21-FEB-03	Gas	18 00	
	21-FEB-03	Hotel	400 02	
	21-FEB-03	Personal Meals	17 92	
	21-FEB-03	Rental Car	380 26	
	24-FEB-03	Personal Meals	61 78	
	24-FEB-03	Taxi	75 00	
	25-FEB-03	Personal Meals	12 65	
	26-FEB-03	Personal Meals	2 30	
	26-FEB-03	Telephone-Other	10 77	
	27-FEB-03	Hotel	600 03	
	27-FEB-03	Personal Meals	22 75	
	27-FEB-03	Taxi	35 00	
	28-FEB-03	Airfare	852 00	
	28-FEB-03	Telephone-Cell Phones	24 50	
	03-MAR-03	Personal Meals	5 32	
	03-MAR-03	Taxi	35 00	

Manugistics, Inc

SERVICES - EXPENSE - DETAIL

INVOICE #	626859
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EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Miller, Marc	04-MAR-03	Personal Meals	77 12	
	05-MAR-03	Personal Meals	21 40	
	06-MAR-03	Hotel	600 03	
	06-MAR-03	Personal Meals	24 19	
	10-MAR-03	Personal Meals	31 52	
	11-MAR-03	Personal Meals	39 38	
	12-MAR-03	Personal Meals	25 80	
	13-MAR-03	Gas	13 16	
	13-MAR-03	Hotel	600 03	
	13-MAR-03	Personal Meals	21 62	
	13-MAR-03	Rental Car	281 11	
	13-MAR-03	Taxi	35 00	
	14-MAR-03	Airfare	224 00	
		Emp/Other Exp Total		5,963 80
	03-FEB-03	Airfare	465 00	
	03-FEB-03	Hotel	200 01	
	03-FEB-03	Personal Meals	60 00	
	03-FEB-03	Taxi	37 00	
	04-FEB-03	Hotel	200 01	
	04-FEB-03	Personal Meals	93 00	
	05-FEB-03	Gas	8 00	
	05-FEB-03	Personal Meals	15 00	
	05-FEB-03	Rental Car	216 01	
	10-FEB-03	Airfare	622 00	
	10-FEB-03	Hotel	200 01	
	10-FEB-03	Personal Meals	30 00	
	10-FEB-03	Taxi	37 00	

SERVICES - EXPENSE - DETAIL

INVOICE #	626859
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PAGE-	Expense- 4 of 6

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
	11-FEB-03	Hotel	200 01	
	11-FEB-03	Personal Meals	4 00	
	12-FEB-03	Hotel	200 01	
	12-FEB-03	Personal Meals	282 00	
	13-FEB-03	Gas	12 00	
	13-FEB-03	Personal Meals	11 00	
	13-FEB-03	Rental Car	330 79	
	13-FEB-03	Taxi	37 00	
	17-FEB-03	Hotel	200 01	
	17-FEB-03	Personal Meals	48 00	
	17-FEB-03	Taxi	37 00	
	18-FEB-03	Hotel	200 01	
	18-FEB-03	Personal Meals	4 00	
	19-FEB-03	Hotel	200 01	
	19-FEB-03	Personal Meals	13 00	
	20-FEB-03	Taxi	37 00	
	24-FEB-03	Airfare	424 00	
	24-FEB-03	Hotel	200 01	
	24-FEB-03	Personal Meals	8 00	
	24-FEB-03	Taxi	37 00	
	25-FEB-03	Hotel	200 01	
	25-FEB-03	Personal Meals	34 00	
	26-FEB-03	Hotel	200 01	
	26-FEB-03	Personal Meals	56 00	
	27-FEB-03	Gas	13 00	
	27-FEB-03	Personal Meals	13 00	
	27-FEB-03	Rental Car	361 45	

SERVICES - EXPENSE - DETAIL

INVOICE #.	626859
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PAGE	Expense- 5 of 6

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
Tuomi, Jon	27-FEB-03	Taxi	37 00	6 592 18
	03-MAR-03	Hotel	200 01	
	03-MAR-03	Personal Meals	8 00	
	03-MAR-03	Taxi	74 00	
	04-MAR-03	Hotel	200 01	
	04-MAR-03	Personal Meals	4 00	
	05-MAR-03	Hotel	200 01	
	05-MAR-03	Personal Meals	49 00	
	06-MAR-03	Gas	15 00	
	06-MAR-03	Personal Meals	29 00	
	06-MAR-03	Rental Car	330 79	
		Empl/Other Exp Total		
Tuomi, Jon	10-MAR-03	Airfare	1 505 97	2 216 22
	10-MAR-03	Personal Meals	29 56	
	10-MAR-03	Taxi	23 65	
	11-MAR-03	Personal Meals	20 80	
	12-MAR-03	Hotel	341 07	
	12-MAR-03	Personal Meals	32 71	
	13-MAR-03	Gas	10 50	
	13-MAR-03	Personal Meals	13 24	
	13-MAR-03	Rental Car	215 07	
	13-MAR-03	Taxi	23 65	
		Empl/Other Exp Total		
Wolfarth Gregg	21-FEB-03	Mileage - Reimbursable	34 92	
	21-FEB-03	Personal Meals	7 00	
	28-FEB-03	Personal Meals	6 76	
	04-MAR-03	Business Meals	8 73	

Manugistics, Inc

SERVICES - EXPENSE - DETAIL

INVOICE #	626859
DATE	07-APR-03
PAGE	Expense- 6 of 6

EMPLOYEE NAME	DATE	EXPENDITURE TYPE	EXPENSE AMOUNT	TOTAL AMOUNT
	04-MAR-03	Personal Meals	7 00	
	05-MAR-03	Personal Meals	7 00	
	06-MAR-03	Personal Meals	7 00	
	16-MAR-03	Personal Meals	8 67	
	19-MAR-03	Gas	23 06	
	19-MAR-03	Personal Meals	7 00	
	21-MAR-03	Gas	11 99	
		Empl/Other Exp Total		129 13
				Total Expenses
				20 917 31



Arent Fox Kintner Plotkin & Kahn, PLLC

1050 Connecticut Avenue NW

Washington, DC 20036-5339

Phone 202/857-6000

Fax 202/857-6395

www.arentfox.com

September 4, 2003

VIA FEDERAL EXPRESS

Bankruptcy Management Corporation
1330 East Franklin Avenue
El Segundo, CA 90245

David Witten

202/857-6068

witten.david@arentfox.com

Reference Number

023361 00015

Re *In re Fleming Companies, Inc* , 03-10945 (MFW)

Dear Sir or Madam

Enclosed for filing please find an original and one copy of a proof of claim on behalf of Manugistics, Inc in the above-referenced case. Please date-stamp and return the enclosed copy in the envelope provided.

Thank you for your assistance in this matter.

Sincerely,

David Witten

Enclosures

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

**In re· Fleming Companies, Inc. et al.
Case No 03-10945-(MFW)-11**

DOCUMENTS APPENDED TO CLAIM

On April 20, 2006, document(s) were appended to Claim Number **8180** for the following reason(s)

- ☐ Stipulation and Omni Withdrawal
- ☐ Proof of Payment
- ☐ Change of Address request
- ☒ Notice of Transfer of Claim, related to Docket Number 12584
- ☐ Other

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re)	
)	Chapter 11
)	Case No 03-10945(MFW)
Fleming Companies, Inc , <i>et al</i> , ¹)	
)	Jointly Administered
Debtors)	

NOTICE OF TRANSFER RE DOCKET 12584

TO MANUGISTICS INC
 ARENT FOX KINTNER PLOTKIN & KAHN
 ATTN MARY JOANNE DOWD ESQ
 1050 CONNECTICUT AVE NW
 WASHINGTON, DC 20036-5336

Pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure, you are advised that there has been filed with the United States Bankruptcy Court for the District of Delaware, a Transfer to **3V CAPITAL MASTER FUND LTD** of your **Claim No 8180** in the amount of **\$451,135 40**

If you do not object to this Transfer on or before twenty (20) days from the date of the mailing of this Notice (*i e* , **March 13, 2006**), by filing a written objection with the Office of the Clerk, United States Bankruptcy Court, 824 Market Street, 5th Floor, Wilmington, Delaware 19801, and serving a copy of the objection on the Official Claims and Noticing Agent listed below, **3V CAPITAL MASTER FUND LTD** will be substituted in your place as the original claimant

¹ The Debtors are the following entities Core-Mark International, Inc , Fleming Companies, Inc , ABCO Food Group, Inc , ABCO Markets, Inc , ABCO Realty Corp , ASI Office Automation, Inc , C/M Products, Inc , Core-Mark Interrelated Companies, Inc , Core-Mark Mid-Continent, Inc , Dunigan Fuels, Inc , Favar Concepts, Ltd , Fleming Foods Management Co , L L C , Fleming Foods of Texas, L P , Fleming International, Ltd , Fleming Supermarkets of Florida, Inc , Fleming Transportation Service, Inc , Food 4 Less Beverage Company, Inc , Fuelserv, Inc , General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc , Minter-Weisman Co , Piggly Wiggly Company, Progressive Realty, Inc , Rainbow Food Group, Inc , Retail Investments, Inc , Retail Supermarkets, Inc , RFS Marketing Services, Inc , and Richmar Foods Inc

DATED February 21, 2006

**THE BMC GROUP, INC F/K/A
BANKRUPTCY MANAGEMENT
CORPORATION**

1330 East Franklin Avenue
El Segundo, California 90245-4306

Official Claims and Noticing Agent for the
Clerk of the Court in the Fleming
Companies, Inc , et al Cases

PROOF OF SERVICE

I, Lisa Ruppaner, am over the age of eighteen years and not a party to the within action. I am employed by The BMC Group, Inc f/k/a Bankruptcy Management Corporation, the Official Claims and Noticing Agent for the Clerk of the Court, whose business address is 1330 East Franklin Avenue, El Segundo, California 90245-4306. On February 21, 2006, I served a copy of the "Notice of Transfer re Docket 12584" upon the following parties:

MANUGISTICS INC
ARENT FOX KINTNER PLOTKIN & KAHN
ATTN MARY JOANNE DOWD ESQ
1050 CONNECTICUT AVE NW
WASHINGTON, DC 20036-5336

3V CAPITAL MASTER FUND LTD
ATTN JASON ALPER
1 GREENWICH OFFICE PARK NORTH
GREENWICH, CT 06831

by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully pre-paid, and deposited in the mail in El Segundo, California.

I declare under penalty of perjury that the foregoing is true and correct.

DATED February 21, 2006

/s/Lisa Ruppaner
LISA RUPPNER