

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

1. SCOPE

This Agreement, dated as of _____, governs the exchange of business documents between _____, a _____ Corporation, with offices at _____ ("Buyer") and _____ a _____ Corporation, with offices at _____ ("Seller") through electronic data interchange ("EDI").

2. PURPOSE

(A) Buyer and Seller will facilitate purchase and sale of goods and services from each other by electronically transmitting and receiving business documents rather than by exchanging paper documents. Buyer and Seller intend that contracts formed by electronically transmitting documents will be as enforceable as contracts formed by exchanging paper documents.

(B) Nothing in this Agreement precludes Buyer and Seller from entering into contracts by exchanging paper documents.

3. SYSTEM OPERATIONS

(A) Each party, at its own expense, will provide and maintain the equipment, software and services necessary to reliability transmit, receive and control documents.

(B) Each party will periodically test and monitor its equipment and software to ensure that it is adequate to reliability transmit, receive and control documents.

4. STANDARDS

Each party will support the published standards identified on Schedule A, including transaction sets, data dictionary, segments dictionary and transaction controls. If a new version of a standard is published, each party will support the new version as well as the previous version during a transition period not to exceed six months.

5. EDI TRANSACTION LIST

The parties will support the EDI transactions indicated with a \checkmark or other mark in the corresponding box on Schedule A (the "EDI Transaction List"). If Buyer or Seller electronically transmits to the other any of such documents in accordance with the appropriate standard, the other will receive it. Any other transmission of data will have no effect unless justifiably relied on by the receiving party.

6. MEANS OF TRANSMISSION

(A) The parties will transmit documents directly or through a third party value added network ("VAN"). Either party may select or modify a selection of a VAN upon 30 days written notice.

(B) Each party will be solely responsible for the costs of any VAN with which it contracts.

(C) Each party will be liable to the other for the acts or omissions of its VAN while transmitting, receiving, storing or handling documents. If both parties use the same VAN, the originating party will be liable to the other for the acts or omissions of the VAN related to that document.

7. SIGNATURES

Each authorized representative of a party will adopt a unique, verifiable electronic identification consisting of symbols or codes to be transmitted with each transaction set. Use of the electronic identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document. Each authorized representative of a party will maintain sole control of the use of his or her signature, and neither party will disclose the signatures of the other party to any unauthorized person.

8. GARBLED TRANSMISSIONS

If a party receives an unintelligible document, that party will promptly notify the sending party (if identifiable from the received document). If the sending party is identifiable from the document but the receiving party failed to give notice that the document is unintelligible, the records of the sending party will govern. If the sending party is not identifiable from the document, the records of the party receiving the unintelligible document will govern.

9. TRANSACTION SECURITY

Each party will use its standard company's security procedures to ensure that all transmissions of documents are authorized and to protect its business records and data from unauthorized access. Each party will use reasonable care to maintain the confidentiality of EDI transactions in the same secured manner as it would maintain for paper documents.

10. DOCUMENT RETENTION

Each party will retain all EDI transactions for at least four weeks after concluding each EDI transaction. The parties will also retain EDI transactions to the extent required by contract or applicable law.

11. DOCUMENT RECEIPT AND ACCEPTANCE

(A) No document will give rise to any obligation until it is accessible at the receiving party's computer. Upon receipt of any document, the receiving party will promptly transmit a functional acknowledgment (i.e., ANSI X12 transaction set 997) in return. A functional acknowledgment will be conclusive evidence that the document has been properly received.

(B) Receipt of a Purchase Order (i.e., ANSI X12 transaction set 850) or a Change Order Request (i.e., ANSI X12 transaction set 860) will not give rise to any obligation until the party transmitting the Purchase Order or the Change Order Request has received the corresponding acceptance transaction set (i.e., ANSI X12 855 or 865) in return. Nothing in this paragraph alters Buyer's right to direct a change unilaterally pursuant to any contract's Changes clause.

12. MISCELLANEOUS CLAUSES

Buyer and Seller recognize and agree that this Agreement is derived from an AIA Model EDI Trading Partner Agreement. However, the terms and conditions of Schedule B, if any, which are incorporated herein by reference, were specifically added to this Agreement in order to address issues unique to the parties' requirements.

13. PURCHASE ORDER TERMS AND CONDITIONS

All purchase transactions will be subject to Buyer's general and special terms and conditions referenced in the applicable Purchase Order. For any EDI-related matter, the terms of this Agreement, including Schedule A and B (if any), take precedence over Buyer's general terms and conditions.

14. DPAS RATED ORDERS

When Buyer includes a DO or a DX rating in a Purchase Order, Seller will comply with FAR 52.212-8 Priorities, Allocations and Allotments, and the following will be deemed to be included in the Purchase Order in full text: "This is a rated order certified for national defense use. You are required to follow all the provisions of the Defense Priorities and Allocation System regulation (15 CFR Part 700)."

15. ENFORCEABILITY AND ADMISSIBILITY

(A) Any document properly transmitted pursuant to this Agreement will be deemed for all purposes: (1) to be a 'writing' or 'in writing' and (2) to constitute an "original" when printed from electronic records established and maintained in the ordinary course of business.

(B) Any document signed and transmitted pursuant to this Agreement will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the document be in writing or signed. Documents introduced as evidence in any judicial, arbitration, mediation or administrative proceeding will be admissible to the same extent as business records maintained in written form.

(C) The conduct of the parties pursuant to this Agreement, including the use of documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement.

16. INCIDENTAL AND CONSEQUENTIAL DAMAGES

Neither party will be liable to the other for any special, incidental or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any transaction set pursuant to this Agreement.

17. NATURE OF AGREEMENT

This Agreement is not a joint venture or partnership agreement. Neither party will have a right or obligation to share profits or losses arising out of the efforts of the other party. This Agreement does not express or imply any commitment to purchase or sell goods or services.

18. MODIFICATION

This Agreement may not be contradicted, modified or supplemented except by a written agreement signed by both parties.

19. APPLICABLE LAW

This Agreement will be governed and construed in accordance with the substantive law of the State in which the Buyer's facility is located.

20. TERMINATION

Either party may terminate this Agreement by giving the other party 30 days written notice specifying the effective date of termination. Any termination will not alter the rights or duties of the parties with respect to documents transmitted before the effective date of the termination.

21. ENTIRE AGREEMENT

This Agreement and the Schedules constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

BUYER

SELLER

By: _____

By: _____

Title:

Title:

Date:

Date:

SCHEDULE A
EDI TRANSACTION LIST

<u>Transaction Set</u>	<u>Description</u>
805	Contract Pricing
806	Project Schedule Report
810	Invoice
819	Operating Expense Statement
820	Payment Order/Remittance Advice
822	Customer Account Analysis
823	Lockbox
827	Financial Return Notice
829	Payment Cancellation Request
830	Planning Schedule w/Release Capability
832	Price/Sales Catalog
836	Contract Award
838	Trading Partner Profile
839	Project Cost Report
840	Request for Quotation
841	Specifications/Technical Information
842	Nonconformance Report
843	Response to Request for Quotation
844	Product Transfer Account Adjustment
845	Price Authorization Acknowledgment/Status
846	Inventory Inquiry/Advice
849	Response to Product Transfer Account Adjustment
850	Purchase Order
855	Purchase Order Acknowledgment
856	Ship Notice/Manifest
858	Shipment Information
859	Freight Invoice
860	Purchase Order Change Request
861	Receiving Advice
862	Shipping Schedule
863	Report of Test Results
864	Text
865	Purchase Order Change Acknowledgment
866	Production Sequence
867	Product Transfer and Resale Report
868	Draft - Electronic Form Structure
869	Order Status Inquiry
870	Order Status Report
997	Functional Acknowledgment

SCHEDULE B
MISCELLANEOUS CLAUSES

NOTE: This Schedule is designed for Buying companies to use to tailor the TPA for their own needs. It may include company or component-specific clauses, as well as non-standard clauses negotiated with a given Seller. The following clauses are listed here for illustrative purposes only.

- A. SEVERABILITY: Any provisions of this Agreement which are determined to be invalid or unenforceable will be ineffective to the limited extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- B. FORCE MAJEURE: No party shall be liable for any failure to perform its obligations in connection with any transaction or any document, where such failure results from any act of God or other cause beyond such party's reasonable control including, without limitation, any mechanical, electronic or communications failure which prevents such party from transmitting or receiving any documents.
- C. DISPUTES: Either party may litigate any dispute arising under or relating to this Agreement. Venue for such litigation shall be brought and jurisdiction and venue shall be proper only in a state or federal district court in _____, _____. Pending resolution of any such dispute by settlement or final judgment, the parties shall proceed diligently with performance.
- D. NOTICES: All notices required to be given under this Agreement, except for those communications forming a part of transactions, shall be in writing and shall be sent by certified mail, return receipt requested, to the parties as follows.