

**ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT**

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of this ____ day of _____, 20____, by and between _____ with offices at, _____ and the State of Ohio, Department of Administrative Services, (the "State") with offices at 30 East Broad Street, 39th Floor, Columbus, Ohio 43215.

RECITALS

_____, and the State desire to facilitate business transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

Section 1. Prerequisites.

1.1 Document; Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Transaction Agreement, and (transaction sets which the parties regularly transmit) and transaction sets which the parties by written agreement add to the Transaction Agreement (collectively "Documents"). Any transmission of data which is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. All Documents shall be transmitted in accordance with the standards (and the published industry guidelines) set forth in the Transaction Agreement.

1.2 Third Party Service Providers.

1.2.1 Documents will be transmitted electronically to each party either, as specified in the Appendix, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice.

1.2.2 Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in the Transaction Agreement.

1.2.3 Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents, or performing related activities, for such party; provided, that if both the parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document.

1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

1.4 Security Procedures. Each party shall properly use those security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

1.5 Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Document transmitted by such party ("Signatures"). Each party agrees that any signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

Section 2. Transmissions.

- 2.1 Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Appendix.
- 2.2 Verification. Upon proper receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgment in return, unless otherwise specified in the Transaction Agreement. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received.
- 2.3 Acceptance. If acceptance of a Document is required by the Transaction Agreement, any such Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Transaction Agreement.)
- 2.4 Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Document shall control.

Section 3. Transaction Terms.

- 3.1 Terms and Conditions. This Agreement is to be considered part of any other written agreement referencing it or referenced in the Transaction Agreement. In the absence of any other written agreement applicable to any Transaction made pursuant to this Agreement, such Transaction (and any related communication) also shall be subject to those terms and conditions, including any terms for payment, included in the Transaction Agreement.

The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any Transaction.

3.2 Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5, by written agreement between the parties, or by applicable law.

3.3 Validity; Enforceability.

3.3.1 This Agreement has been executed by the parties to evidence their mutual intent to facilitate payment pursuant to electronic transmission.

3.3.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing;" and any such Document when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.3.3 The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement and any other agreement described in Section 3.1.

3.3.4 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements must be in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule or the

basis that the Signed Documents were not originated or maintained in documentary form.

4. Miscellaneous

- 4.1 Termination. This Agreement shall remain in effect until terminated by either party with not less than thirty (30) days prior written notice. Such notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.
- 4.2 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 4.3 Entire Agreement. This Agreement and the Appendix 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. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.
- 4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.
- 4.5 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction of 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.

4.6 Limitation of Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

4.7 Alternative Dispute Resolution. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement through either negotiation or mediation prior to initiating litigation.

TRADING PARTNER

By: _____

Name: _____

Title: _____

Date: _____