



MID ATLANTIC SAFETY COUNCIL

3904 Oleander Drive Suite #201

Wilmington, North Carolina 28403

Phone: (910) 762-9557 • Fax: (910) 762-9547 • www.ma-sc.org

ELECTRONIC DATA INTERCHANGE AGREEMENT

1. Parties

This Agreement is entered into between the Mid Atlantic Safety Council ("MASC") and the Client Company.

2. Effective Date

This Agreement is effective when the account is activated.

3. Purpose

MASC and Client have entered into the Agreement in order to verify training history, and to schedule Client's employees in safety and related classes offered by MASC. The parties have agreed to use the electronic exchange of information in substitution for conventional paper-based documents and intend that the transactions entered into will be fully enforceable and legally valid.

4. System Operations

Each Party, at its own expense, shall provide and maintain the equipment, software, modems, and testing necessary to effectively and reliably complete electronic registration. Scheduling requests will be transmitted electronically to MASC via the MASC internet web site. Each Party shall be responsible for its own acts or omissions while transmitting, receiving, storing, or handling information.

5. Security Procedures

Each Party shall maintain and utilize those security procedures which are reasonably sufficient to ensure that all transmissions of training requests are authorized and to protect its business records, passwords, codes, and data from improper access.

6. Authorized Transactions

Client shall be responsible for maintaining adequate security over its system access codes and passwords. MASC shall be entitled to rely on scheduling requests which appear to originate from Client. The Parties agree that scheduling requests generated from Client constitute evidence of an authorized transaction on behalf of that party.

7. Proper Receipt

Scheduling requests shall not be deemed to have been properly received, and no requests shall give rise to any obligation, until accessible by MASC at the MASC web site. The originating party bears the risk that the recipient may not receive a scheduling request or that a scheduling request may be garbled or otherwise unintelligible.

8. Verification

Client is responsible to verify that the classes it has reserved space for are appropriate for its employees. Before sending its employee to MASC for class, Client is responsible to verify that space is available and that classes will be held as the Party anticipated.

9. E-mail Policy

Client's participation in the Electronic Data Exchange program may allow you to have access to MASC's electronic mail system, therefore, you will be required to comply with our e-mail policy. If this is the case, the MASC e-mail policy will be made part of this Agreement as an attachment.

10. Terms and Conditions

This Agreement is to be considered part of any written agreement expressly referring to this Agreement. In the absence of any other written agreement applicable to any transaction made pursuant to the Agreement, such transaction (and any related communication) also shall be subject to such additional terms and conditions as may be determined in accordance with applicable law. The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any transaction.

11. Confidentiality

No information contained in any scheduling requests or otherwise exchanged between the parties shall be considered confidential, except by written agreement between the parties or by applicable law.

12. Validity: Enforceability

- A) This Agreement has been executed by the Parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of scheduling requests.
- B) Any scheduling requests properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other agreement described in Section 10, or this Agreement, to be in "writing". Any such scheduling requests shall be deemed for purposes (a) to have been authorized and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

- C) The conduct of the Parties pursuant to the Agreement shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the Parties in furtherance of the Agreement, any transaction and any other written agreement described in Section 10.
- D) In connection with all scheduling requests and transactions under this Agreement, each Party shall adopt a "signature" within the meaning of the *"Uniform Commercial Code."*

13. Termination

This Agreement shall remain in effect until terminated by either Party with no less than five (5) business days prior written notice. The written notice shall specify the effective date of termination. Any termination shall not affect the respective obligations or rights of the Parties arising under any scheduling request under this Agreement prior to the effective date of termination.

14. Severability

Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of the Agreement or affecting the validity or enforceability of such remaining provisions.

15. Entire Agreement

This Agreement constitutes the complete Agreement of the Parties relating to the matter specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modifications 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.

16. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

17. Force Majeure

No Party shall be liable for any failure to perform its obligations in connection with any scheduling requests, 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 and scheduling requests.

18. 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 scheduling requests pursuant to this Agreement, if either party has been advised of the possibility of such charges.

19. Mediation

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof; shall be resolved exclusively through mediation.



Signed:

Bronwyn Morgan

Mid Atlantic Safety Council

910-762-9557, bmorgan@ma-sc.org