

Value-Added Network Services

Trading Partner Agreement

The undersigned ("Client") hereby requests that Mil-Pac Technology, Inc. (Mil-Pac) supply a network-based information service ("Service") which will enable Client to exchange business data electronically with its trading partners on a computer-to-computer basis in standardized formats as currently supported by the Mil-Pac network. The Services provided and costs for those services are defined by the Network Services Schedule ("Schedule") attached by reference.

This agreement will commence on the first day of the month following the date it is executed by Client ("Effective Date") and will continue in effect for the Initial Term specified herein. Invoicing will commence on the Effective Date, regardless of commencement of Client's use of the Services or, if applicable, installation of software programs, which are provided separately. Client will pay Mil-Pac the applicable charges listed on the Schedule, plus any applicable sales, value added, or similar taxes, within twenty-five (25) days from date of an invoice from Mil-Pac. If any invoice is not paid within twenty-five (25) days from date of invoice, Mil-Pac will give written notice of such non-payment and specify a cure period of at least fifteen (15) days. If an invoice remains unpaid after such cure period expires, Mil-Pac may (reserving all other legal remedies and rights) suspend service or terminate this Agreement without further notice to Client.

This Agreement will renew automatically for the Renewal Terms specified herein, and will continue to renew for consecutive Renewal Terms thereafter, unless Client gives Mil-Pac written notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term. Mil-Pac will issue an invoice at least thirty (30) days prior to the expiration of the Initial Term or then current Renewal Term.

Charges for Client use of Services will be payable by Client at the rates specified by the Schedule. Mil-Pac may change any of the prices specified herein applicable to any Renewal Term by giving Client at least sixty (60) days notice prior to the beginning of the Renewal Term to which the changed pricing applies.

If Client permits third parties to use Client's user number(s), Client will be liable for all charges incurred by such third party and will indemnify and hold Mil-Pac harmless from any liability, costs or damages arising out of claims or suits related to the use of the Services by such third party. Client is not authorized to copy for republication and dissemination any materials which it access by means of the use of any of the Services if such materials are identified as the intellectual property of Mil-Pac or of any third party. Client will not delete any intellectual property rights notices from printouts of materials that are electronically accessed.

Mil-Pac will not be obligated to exercise greater care to protect Client's data against physical damage or unauthorized access or disclosure than it uses to protect its own data of a similar nature.

Client acknowledges that there are no warranties or representations concerning the Services, except that each Service will perform substantially in accordance with Mil-Pac's then current published user documentation for that Service. Any applicable warranty claim must be made within sixty (60) days after any alleged breach. Client's sole remedy will be to receive a refund of any charges paid by it for such nonconforming Service. THERE ARE NO STATUTORY OR IMPLIED WARRANTIES OF ANY KIND RELATING TO THE SERVICES. MIL-PAC DOES NOT WARRANT THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES MIL-PAC WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS OR USEFULNESS OF ANY DATABASES TO WHICH IT MAKES ACCESS AVAILABLE. CLIENT IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGES TO ITS OPERATION THAT COULD BE CAUSED BY SERVICE DEFECTS, INTERRUPTIONS, OR MALFUNCTIONS, AND ASSUMES THE RISK OF DEFECTS OR DEFICIENCIES IN DATABASES WHICH ARE MADE AVAILABLE FOR ITS ACCESS AND USE.

MIL-PAC WILL NOT BE LIABLE TO CLIENT FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ITS PROVISION OF OR FAILURE TO PROVIDE THE SERVICES TO CLIENT (EVEN IF MIL-PAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE LIABILITY OF MIL-PAC TO CLIENT FOR ANY OTHER TYPES OF DAMAGE WHICH MIGHT BE CAUSED BY OR ARISE OUT OF THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING CLAIMS OF NEGLIGENCE, WILL NOT EXCEED, IN THE AGGREGATE, THE GREATER OF (I) THE TOTAL AMOUNT PAID BY CLIENT TO MIL-PAC FOR THE SERVICES IN THE THREE (3) MONTHS PRECEDING THE EVENT WHICH IS THE CAUSE OF LIABILITY, OR (II) TWO THOUSAND DOLLARS (\$2,000).

For some service plans, charges for use of the Service may be based on the processing of data measured in Kilocharacter (KC) increments. A Kilocharacter is equal to 1024 characters. All KC measurements are made in 1000 character increments, and character counts less than 1024 characters are rounded up to a full 1024 character increment. Client is responsible for the charges for all data sent or received by it. For billing purposes, all characters within an EDI Interchange are counted, INCLUDING the Interchange start and stop segments.

Any action based on, arising out of, or relating to the provision of or failure to provide any of the requested Services will be commenced within two (2) years after the accrual of the cause of action, and will be determined in accordance with the laws of the State of California. Any right to jury trial in any such action is waived. This Agreement and the terms stated in any related Program License Agreement, contains the entire and only understanding and agreement of the parties concerning or relating to the specified Services and programs. The terms and conditions contained in any purchase order form that may be submitted by Client for such Services or programs will not be applicable or effective even if receipt of such document is acknowledged.

CLIENT ACKNOWLEDGES AND AGREES THAT ITS USE OF THE SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS WHICH ARE STATED ON THIS PAGE AND THE PRECEDING PAGES HEREOF, INCLUDING, WITHOUT LIMITATION, THE STATED WARRANTY DISCLAIMERS AND LIABILITY EXCLUSIONS AND LIMITATIONS. IF APPLICABLE, CLIENT ACKNOWLEDGES AND AGREES THAT EACH COPY OF ANY RELATED SOFTWARE PROGRAM WHICH IS PROVIDED TO IT PURSUANT TO THIS AGREEMENT WILL BE SUBJECT TO THE TERMS STATED IN THE APPLICABLE PROGRAM LICENSE AGREEMENT FORM PACKAGED WITH SUCH PROGRAM OR CONTAINED IN THE ORDER FORM OR INSTALLATION PROCEDURE FOR SUCH PROGRAM.

Mil-Pac VAN Services Agreement

BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT IT HAS RECEIVED AND READ ALL PAGES OF THIS AGREEMENT.

By Authorized Signature: _____ Date: _____

Print Signer's Name & Title: _____

Telephone: (____) _____ Extn: _____

Email Address: _____

Name of Company (Client): _____

Mailing Address: _____

Sign and fax completed agreement to Mil-Pac at 760-788-3779, or mail to Mil-Pac Technology, Inc.; Post Office Box 2066; Ramona, CA 92065.