

Electronic Data Interchange Trading Partner Agreement

This ELECTRONIC DATA INTERCHANGE ("EDI") TRADING PARTNER AGREEMENT ("Agreement") is made as of _____, 200_, by and between American Hotel Register Company ("American") and _____ ("Vendor"). American and Vendor are sometimes referred to herein each as a "Party" and, collectively as the "Parties".

Recitals

For their mutual benefit, the parties desire to use available electronic technologies to facilitate business transactions ("Transactions") by electronically transmitting to or receiving from the other party any of the transaction sets listed in Attachment A, and transaction sets which the parties by written agreement add to Attachment A (collectively "Documents"), in agreed formats and in substitution for conventional paper-based documents, and in such a way that the Transactions are legally valid and enforceable.

1. Purpose and Scope

This Agreement sets forth the procedures and general terms and conditions that will apply to the electronic data interchange (EDI) Transactions between American and Vendor. EDI is the computer-to-computer exchange of business information between "trading partners" using standard transaction formats (ANSI (American National Standards Institute) X12). 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. Any Document which is 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.

2. Term and Termination of Agreement

The term of this Agreement shall be from the date first set forth above and will continue for as long as each party continues to do business electronically, or until either party terminates this Agreement pursuant hereto. Either party may terminate this Agreement at any time, after having provided 30 days written notice to the other party. Any termination shall not affect the respective obligations or rights of the parties under the terms of this Agreement for any Documents transmitted or received prior to the effective termination date.

3. Standards

American and Vendor will use only those transaction formats approved for general use by the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12. These formats are

the electronic data interchange standards for automated information systems, including transaction sets, data dictionary, segments dictionary and transaction controls. The parties also agree to comply with the implementation conventions developed by American for the Transactions listed in Attachment A. Implementation conventions are the common practices and/or interpretations of the use of ANSI X12 standards. These conventions define what is included in a specific implementation of an ANSI X12 standard. If a new version of the standard is published, upon mutual agreement, each party will support the new version from the date of publishing forward, as well as the previous version during a transition period

4. EDI Transaction List

The parties will support only the EDI Transactions indicated on Attachment A, "EDI Transaction List". If a party supports additional transaction sets, the other party is not liable for evaluating or considering any information its system cannot receive or process.

5. Means of Transmission

A. Each party 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 provide, and periodically test and monitor, at its own expense the equipment, software and services necessary to reliably transmit, receive and control Documents.

C. Each party will be liable to the other for the acts or omissions of its VAN while transmitting, receiving, storing or handling Documents

D. Each party is solely responsible for complying with the subscription terms and conditions of the VAN it selects, and for any and all financial liabilities resulting from that subscription agreement.

6. Vendor Information

American and Vendor will exchange Transactions via the electronic address assigned by to Vendor by American upon execution of this Agreement. Vendor has the right to change its VAN or VAS at any time, but must update its information within 24 hours. It is solely Vendor's responsibility to keep its vendor information current and accurate.

7. Transaction Processing

- A. Each party agrees to retrieve Documents from its EDI mailbox within one (1) business day of their arrival in the recipient's EDI mailbox, unless otherwise agreed to in writing.
- B. Upon proper receipt of any Document, the receiving party shall properly and promptly (no later than one (1) business day after proper receipt) transmit a Functional Acknowledgment (transaction set 997) in return.
- C. 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. The Functional Acknowledgment (transaction set 997) will be conclusive evidence that the Document has been properly received and accepted and that the party sending this acknowledgment agrees to the terms in this Agreement.
- D. Vendor acknowledges that outgoing EDI Transactions are usually picked up from American's EDI server, and incoming EDI traffic are usually placed on American's EDI server overnight and imported into its system, the following morning. Accordingly, Vendor responses should be submitted to American not later than the close of business on the day before the due date in order to be received by American by the due date.

8. Limitation on Scope of Agreement

Notwithstanding anything herein to the contrary, no Document transmitted by American giving rise to an obligation on the part of American to pay in excess of US\$100,000.00 (or such other limit as may be agreed in a non-EDI writing between the parties) shall be effective or binding hereunder unless and until such Document has been confirmed by a written confirmation signed by a representative of American and transmitted through a means other than an EDI transmission hereunder. Vendor acknowledges that upon receipt of any Document which would create any obligation on American exceeding the foregoing threshold, Vendor shall promptly contact American for such non-EDI confirmation.

9. 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 concerning the content of the Document. If the sending party is not identifiable from the Document, the records of the party receiving the unintelligible Document will govern concerning the content of the Document.

10. Commercial Terms and Conditions

This Agreement is to be considered part of any other written agreement governing the Transactions. All Transactions will be subject to such commercial terms (e.g., purchase order terms and conditions, labeling and packaging requirements, etc.) as may be in effect between the parties from time to time ("Commercial Agreements").

11. Document Retention

Each party will retain all EDI Transaction records for a period of two years after concluding each Transaction. Each party will maintain the integrity and security of these records, regardless of how they are stored, and ensure that it can retrieve any archived record within five (5) working days after either party requests it. Records retrieved at the request of American must be submitted in a file format acceptable to American. Each party will also maintain audit trails of all records transferred from one medium to another (e.g., paper to computer disk file).

12. Termination or Suspension of EDI Operations

The parties agree to make every reasonable effort to keep EDI functions fully operational during the term of this Agreement. Either party may temporarily suspend electronic communications to protect data or computer systems in case of emergencies, or to perform maintenance. Each party agrees to minimize the frequency and duration of these temporary suspensions. From time-to-time, American and Vendor may also mutually agree to temporarily suspend EDI transmissions without terminating this Agreement. Termination or suspension of EDI operations will not affect or cancel those Transactions already accepted. In the event of an unforeseen or unplanned disruption of EDI operations, American reserves the right to act upon Transaction-related information received prior to the service disruption.

13. Test Data Transmission

Each party agrees to actively send and receive test data transmissions until routinely successful. Vendor agrees to receive transmissions in parallel (Faxed copy and

electronic), if required by American, for up to one month after a successful EDI link is established.

14. Signatures

Each party will adopt a unique, verifiable electronic trading partner identification reasonably acceptable to the other to be transmitted with each transaction set. Use of such 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 party will maintain sole control of the use of its signature, and neither party will disclose the signatures of the other party to any unauthorized person.

15. Transaction Security and Privacy

Each party agrees to safeguard electronic data from tampering and unauthorized disclosure to ensure, at a minimum, the same level of protection afforded by their paper equivalents. This protection shall extend to any files or databases that obtain any information conveyed via EDI. Both parties will also maintain the confidentiality of passwords and other codes that should be required for accessing this information. The parties agree that the confidentiality of any information contained in any Document may be controlled by separate written agreement(s) between the parties or by applicable law. However, in the absence of further agreement between the parties, neither party shall prepare, compile, extract or otherwise maintain any compilation, database or other record of the information contained in the other party's Documents (other than as required in the ordinary course of business in connection with processing orders), nor use such information for any other purpose, nor distribute, copy or otherwise allow any third party access to any such compilation, database or other record of such information.

16. Limitation of Damages

NEITHER PARTY SHALL BE LIABLE (I) FOR ANY PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES RESULTING FROM ANY DELAY, OMISSION, OR ERROR IN ELECTRONIC TRANSMISSIONS, OR (II) FOR DAMAGES RESULTING FROM CAUSES BEYOND EITHER PARTY'S CONTROL, USE OF OR AGREEMENT WITH, A VAN OR THIRD PARTY NETWORK TO TRANSMIT OR CARRY DATA.

17. Nature of Agreement

This Agreement is not a joint venture or partnership agreement. The relationship of the parties is of independent contractor vendor and purchaser. This Agreement does not express or imply any commitment to purchase or sell goods or services.

18. Notification

All notices, requests and demands required in this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, or when transmitted by confirmed facsimile (with a copy provided by another means specified in this Section) or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or three (3) business days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as provided below:

American Hotel Register Company
100 S. Milwaukee Ave.
Vernon Hills, IL 60061
ATTN: General Counsel
Facsimile: (847) 743-3922

(Vendor) _____

19. 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.

20. Governing Law; Venue; Interpretation

All controversies and disputes arising out of or under this Agreement shall be determined pursuant to the laws of the State of Illinois, regardless of any applicable conflicts of laws principles. The state and federal courts located in the State of Illinois shall have exclusive jurisdiction over any dispute arising under or related to this Agreement. American and Vendor hereby submit to the exclusive jurisdiction of such courts. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination, but will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of such remaining provisions. This Agreement may not be contradicted, modified or supplemented except by a written agreement signed by both parties.

21. Entire Agreement

This Agreement and its attachments constitute the entire agreement between American and Vendor relating to the handling and treatment of EDI Transactions; provided that each party acknowledges

and agrees that the Commercial Agreements are applicable to and govern other aspects of transactions (including Transactions) between the parties. This

Agreement is for the benefit of and shall be binding upon both parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties by their duly authorized officers have caused this Agreement to be executed and effective as of the day and year first above written.

American

Vendor

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A
EDI Transaction Sets

Transaction Set	Description	Version/Release
210	Motor Carrier Freight Details and Invoice	X12 4010
810	Invoice	X12 4010
832	Price/Sales Catalog	X12 4010
855	Purchase Order Acknowledgement Detail	X12 4010
850	Purchase Order	X12 4010
856	Advance Ship Notice	X12 4010
860	Purchase Order Change Request-Buyer Initiated	X12 4010
861	Receiving advice/acceptance certificate	X12 4010
864	Text Message	X12 4010
997	Functional Acknowledgement	X12 4010