



**ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT**

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the “Agreement”) is made as of _____ (date) by and between HD Supply Facilities Maintenance (“HDS FM”) and _____ (company name).

WHEREAS, HD Supply Facilities Maintenance and the Trading Partner desire to facilitate the exchange of business electronic transactions by electronically transmitting and receiving data in agreed upon formats and to ensure that such electronic transactions are legally valid and enforceable.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, hereto agree as follows:

Section 1. Prerequisites

1.1 Electronic Transactions: Each Trading Partner may electronically transmit to or receive from the other Trading Partner certain specified Electronic Transactions as listed in Appendix, and as the same may be modified from time to time, which are compliant with ANSI X12 Standards. The receiving Trading Partner in receipt of an Electronic Transaction not in conformance with ANSI X12 Standards and/or the listing of Electronic Transactions set forth in Appendix shall promptly notify the sending Trading Partner of the nonconformance.

Each Trading Partner may rely on the information contained in an Electronic Transaction to the same extent as if such information had been transmitted on paper. By separate arrangement, the Parties may also conduct other electronic transactions. An electronic transaction is the specific message format exchanged between originator and recipient, usually an electronic message sequence that relates to a specific type of business document. See Appendix for a nonexclusive list of related documents.

1.2 Scope of the Agreement: This agreement shall govern and apply only to Electronic Transactions transmitted by or from either Trading Partner.

1.3 Third Party Service Providers

1.3.1 Electronic Transactions will be transmitted electronically to each Trading Partner either directly or through any third party service provider (“Provider”) with which either Trading Partner may contract on its own behalf. Either Trading Partner may modify its election to use, not use or change its Provider upon 30 days prior written notice to the other Trading Partner.

1.3.2 Each Trading Partner shall be responsible for the costs and performance of any provider with which it contracts.

- 1.3.3 Each Trading Partner shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling documents, or performing related activities, for such Trading Partner; provided, that if both the parties use the same Provider to effect the transmission and receipt of an Electronic Transaction, the originating Trading Partner shall be liable for the acts or omissions of the Provider as to such Electronic Transaction.
- 1.4 System Operations. Each Trading Partner, at its own expense, shall be responsible for and/or provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Electronic Transactions. A Trading Partner shall not be liable or responsible for any damages, losses, claims, or injury suffered or incurred by the other Trading Partner resulting from any failure, malfunction, or inadequacy of such other Trading Partner's equipment, software, services, or testing. Each Trading Partner shall utilize due diligence in repairing, replacing or otherwise returning to good working order its equipment, software, or other system components which are necessary to effectively and reliably transmit and receive Electronic Transactions. Each Trading Partner shall notify the other as soon as practicable when it is unable to receive or transmit Electronic Transactions and when its ability to resume Electronic Transactions is restored. In the event that either Trading Partner is unable to transmit and/or receive Electronic Transactions effectively or such condition is expected to persist beyond two business days, the Trading Partners shall within two business days establish an alternative method of communicating the information which would have been contained in Electronic Transactions.
- 1.5 Security Procedures. Each Trading Partner shall properly use those security procedures that are reasonably sufficient to ensure that all transmissions of Electronic Transactions are authorized and to protect its business records and data from improper access.
- 1.6 Freedom from Computer Viruses. Trading Partners shall use reasonable efforts to ensure that electronic transactions are free of, but not limited to, the following: computer viruses or other computer software code or routine designed to disable, damage, impair or electronically repossess or erase programs or data files which can cause damage to a Trading Partner's computer systems and/or operations. Either Trading Partner will promptly notify the other if such destructive logic is detected in Electronic Transactions that it transmits or receives.
- 1.7 Back-up Data. Trading Partners agree to maintain adequate back-up files to recreate transmissions as required. Back-up files shall be subject to this Agreement to the same extent as original data. Electronic Transactions shall be retained for such periods as required by relevant state and federal requirements.
- 1.8 Required Transactions: Trading Partners are required to set up, test and trade the following sets of transactions, including but not limited to: 850, 855, 856, 810, 864 and 997 EDI documents. This is a mandatory requirement for Trading Partners.

1. 9 Testing.

1. 9. 1 Electronic Transactions will not be authorized by either Trading Partner until subjected to reasonable testing to ensure compliance with testing requirements as defined by HD Supply Facilities Maintenance.
1. 9. 2 Following acceptance for production use, additional testing may be required by a Trading Partner in response to a change in the system environments including, but not limited to: installation of a new application system, installation of a new EDI translator, implementation of a new EDI version. Additional testing shall adhere to the standard testing procedures employed by HD Supply Facilities Maintenance.
1. 10 Time Convention. All transactions, schedules, notices, requirements, and deadlines under this Agreement shall be based on Pacific Daylight Time, whichever is prevailing time on the HD Supply Facilities Maintenance system.
1. 11 EDI Profile. Prior to transmitting Electronic Transactions, the Trading Partner agrees to complete and return to HD Supply Facilities Maintenance an Electronic Data Interchange (EDI) Trading Partner Profile in such form as specified by HD Supply Facilities Maintenance. The EDI Profile shall contain data necessary to establish electronic communications between the Trading Partners. Each Trading Partner shall provide timely updates or revisions to the data contained in its EDI Profile whenever such data changes are consistent with the provisions of Sections 1. 3 and 1. 4 of this agreement.

Section 2. Transmissions.

2. 1 Proper Receipt. Electronic Transactions shall not be deemed to have been properly received, and no Electronic Transactions shall give rise to any obligation, until accessible to the receiving Trading Partner and verification confirmed in accordance with Article 2. 3 of this agreement. Electronic Transactions received after 5: 00 P. M. prevailing Pacific Time shall be considered received on the following business day. Each Trading Partner shall access and review the contents of its electronic mailbox at least once per business day for purposes of receiving Electronic Transactions and providing verification pursuant to Section 2. 2 below.
2. 2 Verification. Upon proper receipt of any Electronic Transaction, the receiving Trading Partner shall, within one business days, properly transmit a functional acknowledgment (“FA”) in return, in standard format as specified in Appendix. An FA shall constitute conclusive evidence that an Electronic Transaction has been properly received. An FA is not an acceptance or a status report.
2. 3 Responses. If a response to an Electronic Transaction is required, any such Electronic Transaction which has been properly received shall not give rise to any obligation unless and until the Trading Partner initially transmitting such Electronic Transaction has properly received in return a response Electronic Transaction, as specified in Appendix.

- 2.4 Garbled Transmissions. If any properly transmitted Electronic Transaction is received in an unintelligible or garbled form, the receiving Trading Partner shall promptly notify the originating Trading Partner (if identifiable) in a reasonable manner. In the absence of such a notice, the originating Trading Partner's records of the contents of such electronic transaction shall control, unless the identity of the originating Trading Partner cannot be determined from the received Electronic Transaction.

Section 3. General Transaction Terms.

- 3.1 Confidentiality. Electronic Transactions and other communications related to Electronic Transactions under the Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records.
- 3.2 Validity and Enforceability.
- 3.2.1 Any Electronic Transaction and any information contained in the Electronic Transaction, properly transmitted pursuant to this Agreement, shall be considered to be a "writing" or "in writing", and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.
- 3.2.2 The conduct of the Trading Partners pursuant to this Agreement, including the use of Electronic Transactions 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.

Transactions under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the Trading Partner to be bound thereby. Electronic Transactions, 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 Trading Partner shall contest the admissibility of copies of Electronic Transactions on the basis that signed documents were not originated or maintained in documentary form.

Section 4. Miscellaneous.

4. 1 Headings. Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this Agreement.
4. 2 Termination. This Agreement shall remain in effect until terminated by either Trading Partner with not less than thirty (30) days prior written notice, which 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 Electronic Transaction or otherwise under this Agreement prior to the effective date of termination.
4. 3 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
4. 4 Entire Agreement. This Agreement constitutes the complete agreement of the Trading Partners relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. This Agreement may not be amended, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly authorized representative of each Trading Partner, except that Appendix, Listing of Electronic Transactions, may be modified at HD Supply Facilities Maintenance sole discretion, with such Electronic Transactions as may be added, deleted, or modified by HD Supply Facilities Maintenance having been accepted by the Trading Partner, such acceptance not to be unreasonably withheld. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Trading Partner. No obligation to enter into any Electronic 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. 5 Assignment. This Agreement, or any rights or obligations hereunder, shall not be assigned by either Trading Partner without the express written approval of the other Trading Partner; provided, however, that a Trading Partner may assign this agreement, or any of its rights or obligations hereunder, in whole or in part, to any affiliate or successor without the express written approval of the other Trading Partner. Any assignment, which does not comply with the provisions of this section 4. 5, shall be null and void.
4. 6 Non-Waiver. The waiver by either Trading Partner of any breach of any term, covenant or

condition contained in this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation.

4. 7 Force Majeure. No Trading Partner shall be liable for any failure to perform its obligations in connection with any electronic transaction where such failure results from any act of God or other cause beyond such Trading Partner's reasonable control which prevents such Trading Partner from transmitting or receiving any Electronic Transaction.
4. 8 Notices. Unless otherwise provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been received when personally delivered, when sent by (i) courier delivery; (ii) Federal Express or similar overnight courier delivery; (iii) U. S. certified mail, return receipt requested to the address and persons specified in this Agreement. Notices or communications shall be deemed given on the date of (a) courier or overnight courier delivery; or (b) in the case of transmittal by U. S. certified mail, return receipt requested, the date the return receipt is signed or delivery is rejected. The following are the primary contacts for all communications related to this Agreement.

Section 5. Trading Partner Resources.

5. 1 Vendor Portal: It is the Trading Partner's responsibility to obtain the latest HDS specification and updates for all HDS EDI related documents. Trading Partners are directed to visit the HDS Vendor Portal at <https://supplier.hdsupply.com/Pages/FM.aspx> to download the latest Branch Listings, Testing Steps, Trading Partner Profiles and Map Specifications.
5. 2 Contact: All contact with HD Supply Facilities Maintenance EDI group should be made via email only at hds.Fmp2pedi@hdsupply.Com.
5. 3 HD Supply Billing Address: HD Supply PO Box 4942 Orlando, Florida 32802

APPENDIX

Documents include but not limited to:

Transaction Set	Document Name
850	Purchase Order
855	Purchase Order Acknowledgement
856	Advanced Shipping Notice
810	Invoice
824	Application Advice
864	Text Message
997	Functional Acknowledgement

IN WITNESS WHEREOF, the parties have executed the agreement as of the day and year first above written.

The Trading Partner hereby acknowledges and accepts the terms and conditions presented in our EDI Agreement and EDI Policy Manual.

HDSUPPLY FACILITIES MAINTENANCE SIGNATURE

Signature: _____

Name: _____

Title: _____

TRADING PARTNER SIGNATURE

Company: _____

Signature: _____

Name: _____

Title: _____