

FLYSHEET R112-EDI
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

This clause applies when Purchasing documents are exchanged between Buyer and Seller electronically via Enterprise Solutions Implementation Specialists (ESIS), a third party service provider or any VAN network.

1. PURPOSE

(A) For the Purpose of this Agreement the P&WR Inc. is called the “Buyer” through electronic data interchange (“EDI”) and the agreeing party is called “Seller”.

(B) Buyer and Seller will facilitate purchase and sale of goods and services from each other by electronically transmitting and receiving business documents rather than by exchanging paper documents. Buyer and Seller intend that contracts formed by electronically transmitting documents will be as enforceable as contracts formed by exchanging paper documents.

(C) Nothing in this Agreement precludes Buyer and Seller from entering into contracts by exchanging paper documents.

2. SYSTEM OPERATIONS

(A) Each party, at its own expense, will provide and maintain the equipment, software and services necessary to reliably transmit receive and control documents.

(B) Each party will periodically test and monitor its equipment and software to ensure that it is adequate to reliably transmit, receive and control documents.

3. STANDARDS

Each party will support the published standards identified on Schedule A, including transaction sets, data dictionary, segments dictionary and transaction controls. If a new version of a standard is published, each party will support the new version as well as the previous version during a transition period not to exceed six months.

4. EDI TRANSACTION LIST

The parties will support the EDI transactions indicated with a ✓ or other mark in the corresponding box on Schedule A (the “EDI Transaction List”). If Buyer or Seller electronically transmits to the other any of such documents in accordance with the appropriate standard, the other will receive it. Any other transmission of data will have no effect unless justifiably relied on by the receiving party.

5. MEANS OF TRANSMISSION

(A) The parties 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 be solely responsible for the costs of any VAN with which it contracts.

(C) Each party will be liable to the other for the acts or omissions of its VAN while transmitting, receiving, storing or handling documents. If both parties use the same VAN, the originating party will be liable to the other for the acts or omissions of the VAN related to that document.

6. SIGNATURES

Each authorized representative of a party will adopt a unique, verifiable electronic identification consisting of symbols or codes to be transmitted with each transaction set. Use of the 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 authorized representative of a party will maintain sole control of the use of his or her signature, and neither party will disclose the signatures of the other party to any unauthorized person.

7. 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 fails to give notice that the document is unintelligible, the records of the sending party will govern. If the sending party is not identifiable from the document, the records of the party receiving the unintelligible document will govern.

8. TRANSACTION SECURITY

Each party will use its standard security procedures to ensure that all transmissions of documents are authorized and to protect its business records and data from unauthorized access. Each party will use reasonable care to maintain the confidentiality of EDI transactions in the same secured manner as it would maintain for paper documents.

9. DOCUMENT RETENTION

Each party will retain records of all EDI transactions for at least four weeks after concluding each EDI transaction. The parties will also retain EDI transactions to the extent required by contract or applicable law.

10. DOCUMENT RECEIPT AND ACCEPTANCE

(A) No document will give rise to any obligation until it is accessible at the receiving party's computer. Upon receipt of any document, the receiving party will promptly transmit a functional acknowledgment (i.e., ANSI X12 transaction set 997) in return. A functional acknowledgment will be conclusive evidence that the document has been properly received.

(B) Receipt of a Purchase Contract (i.e., ANSI X12 transaction set 850) or a Change Order Request (i.e., ANSI X12 transaction set 860) will not give rise to any obligation until the party transmitting the Purchase Contract or the Change Order Request has received the corresponding acceptance transaction set (i.e., ANSI X12 855 or 865) in return. Nothing in this paragraph alters Buyer's right to direct a change unilaterally pursuant to any contract Changes clause.

11. PURCHASE ORDER TERMS AND CONDITIONS

All purchase transactions will be subject to Buyer's general and special terms and conditions referenced in the applicable Purchase Contract. For any EDI related matter, the terms of this Agreement, including Schedule A takes precedence over Buyer's general terms and conditions.

12. DPAS RATED ORDERS

When Buyer includes a DO or a DX rating in a Purchase Contract, Seller will comply with FAR 52.212-8 Priorities, Allocations and Allotments, and the following will be deemed to be included in the Purchase Contract in full text: "This is a rated order certified for national defense use. You are required to follow all the provisions of the Defense Priorities and Allocation System regulation (15 CFR Part 700)."

13. ENFORCEABILITY AND ADMISSIBILITY

(A) 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.

(B) Any document signed and 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.

(C) The conduct of the parties pursuant to this Agreement, including the use of documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement.

14. INCIDENTAL AND CONSEQUENTIAL DAMAGES

Neither party will be liable to the other for any special, incidental or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any transaction set pursuant to this Agreement.

15. NATURE OF AGREEMENT

This Agreement is not a joint venture or partnership agreement. Neither party will have a right or obligation to share profits or losses arising out of the efforts of the other party. This Agreement does not express or imply any commitment to purchase or sell goods or services.

16. MODIFICATION

This Agreement may not be contradicted, modified or supplemented except by a written agreement signed by both parties.

17. APPLICABLE LAW

This Agreement will be governed and construed in accordance with the substantive law of the State in which the Buyer's facility is located.

18. TERMINATION

Either party may terminate this Agreement by giving the other party 30 days prior written notice specifying the effective date of termination. Any termination will not alter the rights or duties of the parties with respect to documents transmitted before the effective date of the termination.

19. ALTERATION

Notwithstanding any other provisions of this Agreement, Seller and Buyer agree:

(A) This Agreement applies only to contracts formed by documents electronically transmitted through Buyer's Service Bureau, Enterprise Solutions Implementation Specialists (ESIS) as shown on Attachment No. 1

(B) The terms "EDI and/or "ANSI X.12," as used in this Agreement refers to (1) transactions labeled "Option 2" and "Option 3" on Attachment No. 1, and (2) its equivalent on all other transaction data flows shown on Attachment No. 1.

(C) Security - Seller shall transmit data in a secure environment. This requires the Seller to (1) use Netscape Secure Socket Layer security for "Option 1" of Attachment No. 1, and (2) use "Entrust" encryption software when sending or receiving data for "Option 3" or when the Internet is used in "Option 4". Seller is responsible for all costs of security products.

(D) In the event of any inconsistency between Attachment No. 1 and other provisions of this Agreement, the inconsistency shall be resolved by giving precedence to Attachment No. 1.

20. ENTIRE AGREEMENT

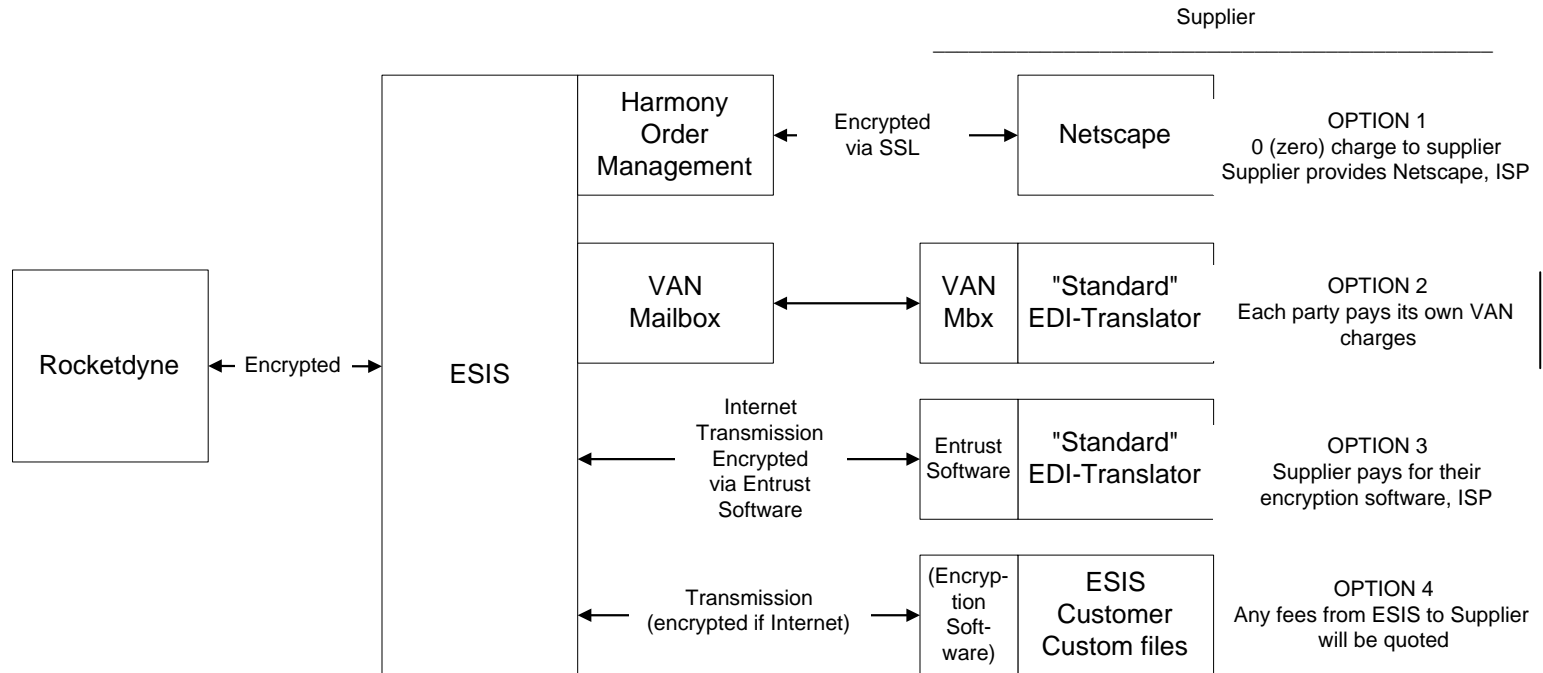
This Agreement and the Schedule constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. By use of this site you have indicated that you have read and agree to the entire Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

Rev 11/30/05

SCHEDULE A
EDI TRANSACTION LIST

<u>Transaction Set</u>	<u>Description</u>
<input type="checkbox"/>	805 Contract Pricing
<input type="checkbox"/>	806 Project Schedule Report
<input type="checkbox"/>	810 Invoice
<input type="checkbox"/>	819 Operating Expense Statement
<input type="checkbox"/>	820 Payment Order/Remittance Advice
<input type="checkbox"/>	822 Customer Account Analysis
<input type="checkbox"/>	823 Lockbox
<input type="checkbox"/>	827 Financial Return Notice
<input type="checkbox"/>	829 Payment Cancellation Request
<input type="checkbox"/>	830 Planning Schedule w/Release Capability
x	832 Price/Sales Catalog
<input type="checkbox"/>	836 Contract Award
<input type="checkbox"/>	838 Trading Partner Profile
<input type="checkbox"/>	839 Project Cost Report
x	840 Request for Quotation
<input type="checkbox"/>	841 Specifications/Technical Information
<input type="checkbox"/>	842 Nonconformance Report
x	843 Response to Request for Quotation
<input type="checkbox"/>	844 Product Transfer Account Adjustment
<input type="checkbox"/>	845 Price Authorization Acknowledgment/Status
<input type="checkbox"/>	846 Inventory Inquiry/Advice
<input type="checkbox"/>	849 Response to Product Transfer Account Adjustment
x	850 Purchase Order
x	855 Purchase Order Acknowledgment
x	856 Ship Notice/Manifest
<input type="checkbox"/>	858 Shipment Information
<input type="checkbox"/>	859 Freight Invoice
x	860 Purchase Order Change Request
<input type="checkbox"/>	861 Receiving Advice
<input type="checkbox"/>	862 Shipping Schedule
<input type="checkbox"/>	863 Report of Test Results
<input type="checkbox"/>	864 Text
x	865 Purchase Order Change Acknowledgment
<input type="checkbox"/>	866 Production Sequence
<input type="checkbox"/>	867 Product Transfer and Resale Report
<input type="checkbox"/>	868 Draft - Electronic Form Structure
x	869 Order Status Inquiry
x	870 Order Status Report
x	997 Functional Acknowledgment

ATTACHMENT 1
Pratt & Whitney Rocketdyne, Inc. (P&WR)
Data Flow with ESIS Service Bureau and Canoga Park Suppliers



- A. Option 1 - ESIS makes the data available on its Internet Web site (Harmony Order Management) at no cost to the supplier for use of this system. Supplier needs Internet access via any provider, the required password and Netscape 3.0. Data security is via Netscape's Secure Socket Layer. Supplier responsible for cost of its access provider and Netscape 3.0.
- B. Option 2 - The data is transmitted by 'standard' Electronic Data Interchange (EDI) via telephone lines between ESIS' VAN and supplier's VAN. Supplier responsible for Translator product costs at its end.
- C. Option 3 - The transaction is 'standard' EDI but over the Internet. No VAN is needed. P&WR, ESIS and Supplier shall use Entrust product to encrypt/decrypt. Supplier responsible for cost of its Internet access provider and the Entrust license.
- D. Option 4 - The P&WR supplier may independently contract with ESIS to provide a custom method of transmission at no cost to P&WR. For certain methods, the data shall be encrypted.