Insight
Electronic Commerce
Trading Partner Agreement

Where Insight Direct USA, Inc. ("Insight") and _____ ("Trading Partner") (each a "Party") have agreed to conduct the exchange of business transactions using electronic data interchange ("EDI") enabling technologies, each agrees that the following provisions of this Electronic Commerce Trading Partner Agreement ("TPA") shall govern the electronic transmission and data integrity portion of the business transactions and such provisions are supplemental to the underlying business agreement ("Underlying Agreement") governing the substantive business transaction.

1. Purpose

(A) Insight and Trading Partner will facilitate business transactions (as set forth in Schedule A) by electronically transmitting data. Insight and Trading Partner intend that contracts formed by electronically transmitting data will be as enforceable as contracts formed by the former media.
(B) Nothing in this Agreement precludes Buyer and Seller from entering into contracts by exchanging paper documents.

2. Definitions

(A) "Data" means information transmitted pursuant to an Exhibit.
(B) "Acknowledgment" means an electronic indicator verifying receipt of the data.
(C) "Exhibit" means the authorizing document for an electronic transmission. Exhibits set forth the categories of Data to be transmitted, the transaction sets, formats and other information relevant to the transmission. As business requirements dictate, Exhibits will be executed between the parties and upon execution will be subject to this TPA without further formalities.

3. 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 in strict accordance with the Insight Document Performance schedule (Schedule B) and in compliance with the terms of Schedule E (Miscellaneous Clauses).
(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 in compliance with the preceding Section 3(A) and in compliance with the terms of Schedule E (Miscellaneous Clauses).

4. Data Transactions

If one Party electronically transmits data to the other Party in accordance with the applicable Exhibit, the other Party agrees to receive the data. Any other transmission of information or requirements is not subject to this TPA.

5. Means of Transmission

(A) The Parties will transmit data directly to one another via acceptable Insight transmission methods (set forth in Schedule C). Either Party may select, or modify a selection of a provider upon 30 calendar days

written notice to the other Party. Each Party will be solely responsible for the costs of any service provider with which it contracts.

(B) Each Party will be liable to the other for the acts or omissions of its provider while transmitting, receiving, storing or handling data including delays in which expected service levels are not met. If both Parties use the same provider, the originating Party will be liable to the other for the acts or omissions of the provider related to that data.

6. Signatures

Each authorized representative of the Parties will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each transmission. Use of the digital 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 digital identification, and neither Party will disclose the digital identification of the other Party to any unauthorized person. See Schedule D for a list of Insight's signatures. Trading Party agrees to provide Insight with a list of its signatures within three business days after signing this TPA.

7. Garbled Transmissions

If a Party receives unintelligible data, that Party will promptly (within two business hours) notify the sending Party (if identifiable from the received data). If the sending Party is identifiable from the data, but the receiving Party fails to give prompt notice that the data is unintelligible, the records of the sending Party will govern. If the sending Party is not identifiable from the received data, the records of the Party receiving the unintelligible data will govern.

8. Transaction Security

Each Party will provide appropriate security measures to ensure that all transmissions of data are authorized and to protect data from unauthorized access, alteration, or loss. Each Party will use reasonable care to maintain the confidentiality of transactions and the data therein in the same secured manner (or a more secure manner) as it would maintain for paper documents of like kind and importance.

9. Trading Partner Outages

In the event of a system outage in which Trading Partner is unable to send, receive or process transactions within the schedule or times set forth in Schedule B, Trading Partner will notify Insight within **one business hour** of a known outage (the "Outage Report"). The Outage Report must include the extent of the outage, estimated time of correction and any transaction recovery action required by Insight. Based on the Outage Report, Insight will determine and take the action(s) it reasonably deems necessary in order to ensure Insight customer service and other satisfactory business performance levels will be achieved, including (but not limited to) cancellation of affected orders, removing the Trading Partner from Insight's sourcing consideration until the issue is resolved or upgrading shipping terms on affected orders. See Schedule F for Insight EDI contact information. Trading Partner agrees to provide EDI contact information within three business days after signing this TPA.

Trading Partner shall be responsible for any losses incurred by Insight as a result of Trading Partner's outage or inability as noted above with respect to documents sent by Insight before Insight receives the Outage Report. Insight shall be responsible for any losses it incurs with respect to documents it sends between the time it receives the Outage Report and the time the Parties agree to resume transmissions.

10. Retention

Each Party will retain readily accessible records (i.e., keep the records on the production system) of all transactions for at least four weeks after concluding each transaction. The Parties will also retain transactions to the extent required by the Underlying Agreement or applicable law, which the parties agree for ANSI documents is at least seven (7) years, archive storage acceptable (i.e., not on the production system).

11. Receipt and Acceptance

(A) Proper Receipt: Data shall not be deemed to have been properly received, and no data shall give rise to any obligation, until accessible to the receiving Party at such Party's Receipt Computer designated in Insight's current Implementation Guidelines, a copy of which will be provided to Trading Partner upon request.

(B) Verification: Upon receipt of any data, the receiver shall promptly and properly transmit an acknowledgment (ANSI 997 at the group level) in return, unless otherwise specified in Insight's Implementation Guidelines. If any acknowledgment is not received **within two business hours**, the sender shall initiate appropriate inquiries. A complete acknowledgment shall constitute conclusive evidence that data has been properly received. Partial acknowledgements shall be handled on a case by case basis and may require a new transaction containing the corrected portion.

12. Terms and Conditions Precedence

All transactions will be subject to the Underlying Agreement. In the event of a conflict between this TPA and the Underlying Agreement, the terms of this TPA, including the applicable exhibit, take precedence with respect only to any electronic transmission related matter; otherwise, the Underlying Agreement controls.

13. Enforceability and Admissibility

(A) Any data properly transmitted pursuant to this TPA 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 the provider's business.
(B) Any data digitally signed pursuant to Section 6 and electronically transmitted pursuant to this TPA will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. Data records 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 TPA, including the use of data properly transmitted hereunder, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the Parties in furtherance of the purpose of these supplemental terms.

14. Payment of Infraction Penalties

Trading Partner hereby agrees to the infraction penalties schedule set forth in Section H of Schedule E to this TPA. Trading Partner further agrees that Insight may offset the infraction penalties incurred pursuant to Section H of Schedule E to this TPA against any and all amounts due to Trading Partner (e.g., against amounts due for product purchases from Trading Partner) and pay only the offset (short) amount, without further obligation, without obtaining a credit memo or further written authorization from Trading Partner.

15. Incidental and Consequential Damages

INSIGHT RETAINS THE RIGHT TO HOLD THE TRADING PARTNER LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF ANY DELAY, OMISSION OR ERROR IN ELECTRONIC TRANSMISSION OR RECEIPT OF ANY TRANSACTION SET.

16. Nature of Agreement

This TPA does not express or imply any commitment to purchase or sell goods or services or conduct any other business transaction.

17. Modification

This TPA, including each schedule hereto, may not be contradicted, modified or supplemented except by a written agreement signed by both Parties.

18. Termination

Either Party may terminate this TPA by giving the other Party 30 calendar 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 data transmitted before the effective date of the termination.

19. Entire Agreement

These terms constitute the complete agreement of the Parties with respect to electronic data transmission and supersede all prior representations or agreements, whether oral or written, with respect to such matters.

THESE TERMS AGREED TO AND ACCEPTED BY:

Insight Direct USA, Inc.
"Insight"   "Trading Partner"
6820 South Harl Avenue   Address: _____

Tempe, Arizona 85284   _____

                                                      _____

Email: _____   Email: _____

By: _____   **By:** _____
      (authorized signature)   *(authorized signature)*

Title: _____   Title: _____

Date: _____   Date: _____

Schedule A
Insight EDI Transaction List

The following transaction sets are acceptable pursuant to this Trading Partner Agreement. Any alternative transaction set proposed by Trading Partner must be approved in writing by Insight.

Transaction Set	Description	ANSI X.12 Version

Standard suite for suppliers:

850	Purchase Order	4010
855	Purchase Order Acknowledgement	4010
856	Ship Notice	4010
810	Invoice	4010
832	Price/Sales Catalog	4010
846	Inventory Inquiry/Advice	4010
997	Functional Acknowledgment	4010
867	Product Transfer and Resale Report	4010

Partner-specific transactions:

870	Order Status Report	4010
820	Payment Order/Remittance Advice	4010
824	Application Advice (invoice errors)	4040

No longer supported:

846EN	Enhanced Inventory Inquiry (includes Price)	4010
180	Return Merchandise Auth/Notification	4010

THIS SCHEDULE A AGREED TO AND ACCEPTED BY:

Insight Direct USA, Inc.
"Insight"   "Trading Partner"

By: _____   **By:** _____
  (authorized signature)   *(authorized signature)*

Title: _____   Title: _____

Date: _____   Date: _____

Schedule B
Insight Document Performance Schedule

General – Trading Partner shall provide EDI support during Insight's normal business hours (5:00 a.m. to 8:00 p.m. Monday through Friday), excluding Insight-approved holidays, and during Trading Partner's warehouse shipping hours. Support level shall include EDI document status within 30 minutes of request at both transaction control number and order number level. Unless otherwise stated, all timeframes denoted herein shall involve business minutes, hours or days rather than calendar or clock minutes, hours or days. One business day shall mean 24 clock hours, but not counting any 24-hour period that is not a business day. Unless otherwise stated, all times noted herein shall be Mountain Standard Time (also known as prevailing Arizona time).

850 (Purchase Order) – are sent Monday through Friday, 5:00 a.m. to 8:00 p.m. at 20-minute intervals.

997 (Functional Acknowledgment) – shall be sent by Trading Partner upon receipt and translation of any Insight document and must be received by Insight **within two hours** of Insight's transmission of the original triggering document.

855 (Purchase Order Acknowledgment) – shall be sent by Trading Partner upon acceptance or rejection of Insight purchase order and be received by Insight **within three hours** of Insight's transmission of the original 850.

856 (Ship Notice) - shall be sent by Trading Partner upon physical shipment of package and be received by Insight **within one day** of Insight's transmission of original 850 (dependent upon requested shipping service level indicated on 850).

810 (Invoice) – shall be sent by Trading Partner upon completion of the physical shipment process and be received by Insight **within two days** of that process completion. If the Trading Partner is using the 810 in place of the 856 (based on written agreement with Insight), then 810 shall be received by Insight **within one day** of Insight's transmission of the original 850 and include tracking detail.

824 (Application Advice) – are sent Monday through Friday, 5:00 a.m. to 8:00 p.m. at 20-minute intervals. 824's will be sent within 3 days of receipt of corresponding 810.

832 Price/Sales Catalog - delta type files shall be sent by Trading Partner daily at scheduled intervals based on price changes or new product introduction. At least one full file per week or upon request is required. Note – real time pricing functionality may replace number and frequency of files required.

846 Inventory Inquiry/Advice – shall be sent by Trading Partner at a minimum of four-hour intervals (two-hour interval preferred) daily Monday through Friday. End-of-day inventory count files should be received by Insight by 4:00 a.m. the following morning. Note – real time pricing functionality may replace number and frequency of files required.

THIS SCHEDULE B AGREED TO AND ACCEPTED BY:

Insight Direct USA, Inc.
"Insight"   "Trading Partner"

By: _____   **By:** _____
　　　　(authorized signature)　　　　　　　　　　*(authorized signature)*

Title: _____   Title: _____

Date: _____   Date: _____

Schedule C
Insight Transmission Methods

The following transmission methods are acceptable pursuant to this Trading Partner Agreement. Any alternative transmission method proposed by Trading Partner must be approved in writing by Insight.

FTP via Insight ISP site - Insight provides a secure ISP site for partners to connect and ftp EDI files to and from at no charge to approved partners.

AS2 standard (encrypted data flow via the internet) - Insight supports this standard through the use of a third party software package – Seeburger BIS. MDN's are supported in conjunction with 997's as acknowledgment methods.

VAN (Value Added Network) - Insight uses GXS (Global Exchange Services), but other VANs are acceptable. The Trading Partner is responsible for all charges associated with their selected service provider, including all interconnect charges incurred if the Trading Partner uses a different VAN, unless otherwise specified contractually.

THIS SCHEDULE C AGREED TO AND ACCEPTED BY:

Insight Direct USA, Inc.
"Insight"   "Trading Partner"

By: _____   **By:** _____
          (authorized signature)   *(authorized signature)*

Title: _____   Title: _____

Date: _____   Date: _____

Schedule D
Insight Signatures

Trading Partner will promptly provide Insight with its signatures in compliance with Section 6 of the Agreement. The following are Insight's signatures for electronic transmissions:

6309246701	Main Insight ID
6309246700	Insight Backup ID
6309246701LIC	Software Licensing ID
6309246700IBM	IBM Flooring ID
6023333000	Insight Alt. ID
6023333000A	Insight Alt. ID
6309246700PCW	PC Wholesale ID

THIS SCHEDULE D AGREED TO AND ACCEPTED BY:

Insight Direct USA, Inc.
"Insight"   "Trading Partner"

By: _____   **By:** _____
(authorized signature)   *(authorized signature)*

Title: _____   Title: _____

Date: _____   Date: _____

Schedule E
Miscellaneous Clauses

A. PRODUCT PRICE AND AVAILABILITY– The following standards have been developed to ensure that the highest quality and consistency of data is maintained.

832 Price/Sales Catalog:
1) Must contain catalog type in header segment indicated by 00 (full) or 04 (delta) (see Insight mapping guide for details). Full file is defined as a complete list of products available for purchase by Insight (based on business agreement). Delta file is defined as products with attributes (cost, description, etc.) that have changed since last file received (full or delta).
2) Products transmitted via a delta file type must contain the appropriate line level change indicator (A,C,D) (see Insight Mapping Guide for details).
3) All products contained in an 832 (full or delta) must contain a valid manufacturer product code indicated by the following qualifiers (MF, MG). Truncated or padded values are not permitted. Trading Partner is liable for damages or cost incurred by Insight due to products assigned the wrong manufacturer product code.
4) All products must contain an Insight contract cost indicated by the qualifier "CON". Zero or null values are not permitted. Insight is not responsible for improperly formatted decimal values. Vendor must honor cost discrepancies passed to Insight to the extent Insight has liability with its customers.
5) Qualifying products will contain a Government or Education cost identified by the following three-character qualifiers: "EDH" for Higher Education, "EDK" for Education K-12, :PAF" for Federal Government, and "PAS" for State/Local Government. Passing contract cost with any of these qualifiers is not acceptable.
6) All products must contain a valid manufacturer ID code based on Insight's manufacturer ID list included in the Insight Implementation Guide and updated when changes occur.
7) All products must contain a valid UN/SPSC categorization value based on Insight's UN/SPSC list included in the Insight Implementation Guide and updated when changes occur.
8)   Product descriptions must be based on manufacturer information and should not include "~", "^", "*" or any characters identified as EDI delimiters.

846 Inventory Inquiry/Advice:
1) Must contain catalog type in header segment indicated by 00 (full) or 04 (delta) (see Insight mapping guide for details). Full file is defined as a complete list of products available for purchase by Insight (based on business agreement). Delta file is defined as products with attributes (inventory, warehouse, etc.) that have changed since last file received (full or delta).
2) Each inventory value must be preceded by a valid warehouse identification code (see Insight mapping guide for details). New warehouses will be communicated in writing 30 calendar days prior to sending value on the 846 document.
3) Inventory values will reflect accurate on-hand inventory partner levels at the time of the 846 is generated.
4) The Enhanced 846 is no longer being supported in place of the standard 832 and 846.

B. INSIGHT PURCHASE ORDER SPECIFICS –
1) Fill/Kill (Trading Partner is able to fulfill entire quantity requested on date requested or rejects that line) logic at the line level is required for all vendors unless order is designated as a "ship complete," in which case the entire order (all lines) must be treated as fill/kill. Fill/Kill logic is required on "DS" type PO's only.

2) By accepting the purchase order and returning the appropriately coded 855 (Purchase Order Acknowledgment), Trading Partner accepts all values and terms defined in the document. The receipt of the 855 signifies that Trading Partner agrees to meet all obligations (cost, shipping terms, etc.).

3) Multiple shipments, incorrect quantities or missed expectations due to issues with Trading Partner's system are the responsibility of Trading Partner. Neither Insight nor receiving party shall be liable for charges incurred for return of incorrectly shipped products.

4) Insight will not recognize duplicate 855's once an 855 with the rejection qualifier (IR) is received.

C. PACKAGING AND SHIPPING –

1) Product packaging must meet or exceed manufacturer suggested standards as well as carrier defined standards.

2) Packing slips must meet agreed standards and will either contain the Insight name and logo or be blank of company information.

3) Shipping methods will be defined on the 850 (Purchase Order) and be identified by an Insight published list. Carrier and service level will not be changed from 850 unless the appropriate Insight order management team is notified in advance or if required to meet customer SLA (in which case the Order Management team must be notified by the following day).

4) Carrier tracking numbers are required on all 856's (Ship Notice). Tracking numbers should correspond to actually quantity shipped per line item.

5) 856 line numbers are required and should correspond to Insight-generated line numbers on 850.

D. AUTOMATIC PRODUCT CODE GENERATION REQUIREMENTS –

1) In order to qualify for this process the partner must meet specific 832 standards (see Insight mapping guide). These partners must adhere to strict UN/SPSC requirements and provide consistent manufacturer identification.

E. DELETION OF PRODUCTS –

1) Products should only be deleted or discontinued from Insight's catalog when the manufacturer has designated a product as end-of-life and the partner no longer has inventory.

2) To delete a product, the partner must identify the product on a Delta 832 with a "D" value on the line item (see Insight mapping guide for details) or provide a full 832 absent the deleted product.

3) Insight will not recognize inventory values passed on an 846 once the product has been deleted via an 832.

4) To re-instate a product, a Delta 832 with the "A" value at the line level or a Full 832 containing the product must be received, followed by an 846 containing inventory values for the product.

F. DESIGNATING PRODUCTS TO SPECIFIED ACCOUNTS (FLOORING & NET) –

1) When Insight and partner have multiple purchasing accounts (flooring, net, etc.) established, Insight requires separate 832 feeds for each account.

2) Insight can receive inventory (846 files) for multiple accounts in either a single file containing all inventory or multiple files (one for each account type).

3) Products should only exist in one account at a time.

4) In order to remove a product from one account and add it to another it will need to be removed from one 832 (full) and added to the new account via an 832 (full) containing the product (see Section E (DELETION OF PRODUCTS) above for process).

G. INVOICING SPECIFICS – Trading Partner agrees to send invoices (810) which meets the following compliance checks in order to be accepted by Insight

1) Duplicate (DU) type invoices are not accepted by Insight.

2) Serial numbers are required for all serialized products shipped.
3) Line numbers are required and should correspond to line numbers on Insight's original 850.
4) Additional charges segment (SAC, TXI) is not permitted by Insight.
5) The sum of vendor invoice line totals should equal totals segment.
6) Vendor PO number must match a valid PO in Insight's system.
7) Material product code on the vendor invoice must match material product code on Insight's PO.
8) The respective Insight PO line number must be open within Insight's system and not cancelled.
9) Unit price on vendor invoice must equal vendor-confirmed PO unit price per Insight's PO.

Insight may send an 824 for each rejected invoice in accordance with Schedule B to those partners participating in that transaction.

H. COMPLIANCE FAILURES & PENALTIES –
1) Failures by Trading Partner to fully comply with the terms of the Trading Partner Agreement and this Schedule E will be monitored by the Insight EDI team, and Trading Partner will be notified within one day of detection. For the avoidance of doubt, Insight may at its option turn off Trading Partner for EDI transactions at any time, even absent failures to comply.
2) Data integrity issues will result in Trading Partner being removed from Insight's order sourcing logic until the issue is corrected and compliance can be validated.
3) Insight will provide quarterly scorecards evaluating vendor performance in the areas of meeting transaction service levels, data integrity and mapping standard infractions.
4) Any failures (regardless of category, below) in the same quarter scoring period will result in the assessment of financial penalties in addition to the temporary removal of Trading Partner from Insight's sourcing logic. Penalty schedule is as follows:

(a) Mapping standard infractions – defined as production transactions that fail Insight's translation process due to non-compliance to Insight's mapping guide or the agreed ANSI X.12 version 4010 standard. Penalty is **$100.00 (USD) per failed document**.

(b) Data integrity infractions – defined as inaccurate or invalid data elements as follows:
   a) Delta files (832 or 846) flagged as full in header segment.
   b) Incorrect manufacturer part numbers (part numbers does not match manufacturer published value).
   c) Incorrect Contract pricing (decimal issue, incorrect qualifier, multi-pack sku priced as single, etc.)
   d) Missing or invalid serial numbers.
   e) Missing or invalid shipper tracking numbers.
   f) Out of balance transactions (line amounts do not match total segment).
   g) Invoice line numbers do not match Insight purchase order line numbers.
   h) Product codes returned on 855,856 & 810 do not match those on Insight 850.
   i) Invoice does not reference correct Insight purchase order number

Penalty is **$100.00 (USD) per infraction or incident**.

(c) Transaction SLA infractions – defined as failure to meet specified service level agreements for a specified document (see Schedule B). Penalty is **$100.00 (USD) per transaction batch**, or **$100.00 (USD) per Purchase Order acknowledgment** in which customer delivery date is not achieved.

(d) Payment of infraction penalties – All infraction penalties provided in this section H will be accumulated on a calendar quarterly basis, and on or after the 10th business day after the end of the applicable quarter all penalties will be debited on the Insight vendor account. Trading Partner hereby agrees that Insight may offset the infraction penalties incurred pursuant to this Section H against any and all amounts due to Trading Partner (e.g., against amounts due for product purchases from Trading Partner) and pay only the offset (short) amount, without further obligation, without obtaining a credit memo or further written authorization from Trading Partner.

THIS SCHEDULE E AGREED TO AND ACCEPTED BY:

Insight Direct USA, Inc.
"Insight"

"Trading Partner"

By: _____
(authorized signature)

By: _____
(authorized signature)

Title: _____

Title: _____

Date: _____

Date: _____

Schedule F
Insight EDI Contact Information

Support and Notification Requests

This applies to external partners requesting support or providing outage notification during normal business hours as noted in Schedule B. Trading Partner will promptly provide Insight with contact information in compliance with Section 9 of the Agreement.

<u>**Contact Information**</u>
Call Center: 480-333-3000   Email: edihelp@insight.com

The following information is required in order to process requests for technical assistance:
❑   Company name
❑   Contact name of person making the request (and IT contact name, if necessary)
❑   Daytime phone
❑   Email address
❑   Description of request or problem
❑   Any technical information that may help determine the problem
❑   ETA if system or EDI outage

Extended Support Contact Information and Escalation Path

This section applies to extended support or notification outside of normal business hours or if escalation is required.

Name	Resource	Contact Information
Primary Contact	Primary 7 x 24 support desk will page required 2nd tier resource	Insight Help Desk 800-467-4448 ext. 3278
Technical Contact	EDI on call technical support	Insight EDI On Call pager via Insight Help Desk
Gerard Henry	Helpdesk Manager	480-333-3353
David Darnell	EDI Manager	480-333-3248
Michael Kanthak	Director of Application Development	480-333-3136

THIS SCHEDULE F AGREED TO AND ACCEPTED BY:

Insight Direct USA, Inc.
"Insight"   "Trading Partner"

By: _____   **By:** _____
               (authorized signature)   *(authorized signature)*

Title: _____   Title: _____

Date: _____   Date: _____