



**EDX SUBSCRIPTION AGREEMENT
TOWER AUTOMOTIVE SUPPLIER INITIATIVE**

BETWEEN:

Trinary Systems, Inc.
30553 Wixom Road
Wixom, Michigan 48393
"TRINARY"

(Client Name)
(Client Street Address)
(Client City, State & Zip)
"SUBSCRIBER"

SUMMARY

This contract is valid solely for Tower North American suppliers. This contract is strictly limited to the exchange of electronic data interchange (EDI), via Trinary's EDX Web Forms Product, between Tower's North American plants and the subscriber of this contract. The EDI transaction sets included in this contract include Tower's North American ANSI X.12 830 (version 4010, outbound transmission from Tower to supplier) and the ANSI X.12 856 (version 4010, inbound transmission from supplier to Tower).

Pricing is as follows:

Suppliers Active on Trinary's EDX Web Forms <u>BEFORE</u> July 27, 2007	\$ 960.00 Annually
Suppliers Active on Trinary's EDX Web Forms <u>AFTER</u> July 27, 2007	\$ 1800.00 Annually

Payment Terms: Net 30 Days

1. SUBSCRIBER LICENSE.

- a. For consideration, Subscriber is granted a non-transferable and non-exclusive license to use only for purposes of Subscriber's business.
- b. Subscriber may use the Subscription service only to process Subscriber's own data and only for internal operations. Subscriber may not offer time-sharing or other computer based services to third parties.
- c. Subscriber acknowledges TRINARY's claim that the Software is proprietary to TRINARY and that the Software contains confidential information protected by copyright, trade secret and trademark laws. Subscriber may not disclose the Software to others, or remove or alter TRINARY's ownership and copyright notices on the software. Subscriber shall use its best efforts taking any and all reasonable precautions to prevent any unauthorized use, copying, dissemination or disclosure of the Software. Subscriber shall exercise at least the same degree of care to safeguard the confidentiality of the Software including derivative modifications or extensions of them, as Subscriber would exercise to safeguard any of Subscriber's confidential software. As such, Subscriber will safeguard the Software and prudently treat it as the confidential business property of another. To that end, Subscriber agrees (i) that neither it nor any person having access through it to the Subscription service will attempt to modify or reverse engineer the Software, and (ii) to take any and all reasonable steps to ensure that all persons having access through it to the Subscription service will observe its obligations relating to the Service. Subscriber shall not be liable for use or disclosure of information which is in the public domain, becomes part of the public domain through no fault of Subscriber or is made available to Subscriber by a third party having the legal right to develop, possess and disclose such information. The provisions of this paragraph will survive any cancellation of this Agreement or termination of the license to use the Subscription service.
- d. All data content entered or imported into the Subscription service is the sole property of the Subscriber. Only Subscriber approved User Names will have access to the data.
- e. Subscriber will not in any form use the Subscription service in an un-lawful manner or act.
- f. Incoming data accuracy is the sole responsibility of the Subscriber.

2. SUBSCRIPTION SERVICES.

a. During the term of the Subscription Agreement, TRINARY will provide to Subscriber such services by TRINARY as (i) determining the cause and providing corrections, if necessary, for errors reported by Subscriber in the operation of the Service, and (ii) Make available to Subscriber upgrades to the Service which improve the operations of the Service and which are generally made available at no charge to all users thereof, and (iii) Phone Support.

b. Standard End User Phone Support is defined as calls made to TRINARY regarding the functionality of the subscription service. Phone support is NOT a substitute for Subscriber's staff training of personnel. To facilitate problem resolution from time to time, Subscriber may be asked to provide access to Subscriber's User Id's for the purpose of examining and testing the problem condition, and/or to electronically provide material to fix the problem.

c. Subscriber is granted Standard End User Phone Support Services 24 hrs a day. TRINARY response time back to caller will be with-in one hour.

3. SERVICE ACCESS DATES, INSTALLATION AND ACCEPTANCE.

a. Service access dates pursuant to this agreement are approximate. Subscribers will be given sufficient written notice or a minimum of 30 days for all new version updates. Subscribers will be given an opportunity to use the new version using generic data prior to the switch over date. It is mandatory that all Subscribers move to the new version. Training will be made available for all new versions at the then current rates.

4. SOFTWARE INDEMNITY. TRINARY agrees to hold Subscriber harmless and indemnify it, inclusive of reasonable attorneys' fees and costs, from the claim of any person or entity that the Software infringes the United States patent, copyright, or trade secret of such person or entity provided that Subscriber gives TRINARY prompt notice of the assertion of any such claim and allows TRINARY to defend any such claim.

5. TERM AND TERMINATION OF LICENSE. The annual subscription fee is due on the anniversary date of the execution of this contract. Late payments will be assessed a late fee at the highest rate allowed by law. TRINARY may, at its option, terminate and revoke the Subscription service to use the Software effective upon the receipt of written notice to Subscriber (i) of a failure to pay any amounts due hereunder fifteen (15) days after a prior written notice from TRINARY to Subscriber of payment delinquency; or (ii) of a material breach by Subscriber of any of its obligations under this license not cured within fifteen (15) days after the giving of notice by TRINARY; however, no notice will be required in the event of a material breach by Subscriber of confidentiality or TRINARY's proprietary rights of Software; or (iii) upon the bankruptcy, receivership, liquidation, dissolution or insolvency of Subscriber unless, in the case of bankruptcy, TRINARY receives reasonable written assurances from the court-approved assignee of Subscriber that each of the obligations of Subscriber under this Agreement will be fulfilled in all respects. Unless otherwise agreed upon in writing by both TRINARY and Subscriber, the remaining payments for the agreed upon term is due immediately upon termination.

6. FORCE MAJEURE. TRINARY will not be responsible or liable for any delays or failure in performance resulting directly or indirectly from any cause beyond TRINARY's reasonable control.

7. LIMITED WARRANTY. TRINARY warrants to the Subscriber that the Software will conform to the Standard Product Descriptions which are in effect for that Subscription service at that time, provided the Subscription service is properly used in accordance with specified operating requirements. If the Subscriber believes there is a defect in a Subscription service such that it does not meet its Standard Product Description, the Subscriber shall notify TRINARY. TRINARY does not warrant that the functions contained in the Subscription service will meet the Subscriber's requirements or will operate in the combinations which may be selected for use by the Subscriber, or that the operation of the licensed program will be uninterrupted or error free or that all program defects will be corrected. Subscriber's exclusive remedy in the event of warranty failure is the correction or replacement of the non-conforming services or components. TRINARY makes no other warranties.

8. DISCLAIMER OF OTHER WARRANTIES AND LIABILITIES.

a. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, FOR THE SUBSCRIPTION SERVICE, WHICH ARE LICENSED TO SUBSCRIBER AS DESCRIBED IN STANDARD PRODUCT DESCRIPTION. TRINARY EXPRESSLY DISCLAIMS ANY WARRANTY AS TO PERFORMANCE OF THE SERVICE OR AS TO THE RESULTS SUBSCRIBER MAY OBTAIN FROM IT. TRINARY ALSO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. IN NO EVENT SHALL TRINARY, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SERVICE, BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, OR REVENUES, RESULTING FROM THE USE OF THE SERVICE AND DATA CONVERSION SERVICES OR ARISING OUT OF ANY BREACH OF ANY WARRANTY OR ARISING OUT OF THE

TERMINATION OF THIS SUBSCRIPTION AGREEMENT. IN THE EVENT THIS LIMITATION IS HELD UNENFORCEABLE, THE PARTIES AGREE THAT BY REASON OF THE DIFFICULTY IN FORESEEING AND ASCERTAINING POSSIBLE DAMAGES, TRINARY'S LIABILITY TO SUBSCRIBER SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE PRODUCTS AND SERVICES UNDER THIS AGREEMENT.

c. DAMAGES AS LIMITED BY THIS SECTION IS SUBSCRIBER'S SOLE AND EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9. STAFF. Neither TRINARY nor TRINARY's Staff is or shall be deemed to be employees or agents of Subscriber. TRINARY shall take appropriate measures to insure that its staff who will perform Services are competent to do so. Each of the parties hereto agreed that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this Agreement, neither party will, except with the other party's prior written approval, solicit or offer employment to the other party's employees or past employees less than 6 months or staff engaged in any efforts under this Agreement.

10. GENERAL PROVISIONS. The laws of the State of Michigan shall govern this Agreement. This Agreement will not be modified or amended unless in writing, and accepted by both TRINARY and Subscriber. Any notice permitted or required to be given pursuant to this Agreement will be given in writing, communication charges prepaid, to the party to be notified at the address set forth above the preamble to this Agreement. Neither this Agreement nor the license granted herein to use the Subscription service may be assigned, sublicensed or transferred by Subscriber without the prior written consent of TRINARY, except to a successor to substantially all of the business of Subscriber to which this Agreement relates either by sale, merger or other transfer; provided the successor first agrees in writing to be bound by this Agreement in the same manner as Subscriber and a copy of that writing is forwarded to TRINARY. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void and effectively terminates this Subscription Agreement and requires full payment of the remaining term payments.

SUBSCRIBER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ALL OF ITS TERMS. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN TRINARY AND SUBSCRIBER WITH RESPECT TO THE SOFTWARE, AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS UNDERSTANDINGS, REPRESENTATIONS, OR OTHER COMMUNICATIONS BETWEEN TRINARY AND SUBSCRIBER RELATING TO THE SUBSCRIPTION SERVICE.

TRINARY:

SUBSCRIBER:

Trinary Systems, Inc.

(Client)

Accepted By: _____

Accepted By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____