

KLEINSCHMIDT INC.

Web Site: www.kleinschmidt.com • E-mail: First_Last@Kleinschmidt.com
450 Lake Cook Road • Deerfield, IL 60015-4973
Tel: 847-945-1000 • Fax: 847-945-4619

EPIRA Agreement

SECTION I: SERVICES

Kleinschmidt agrees to perform services in a good and workmanlike manner upon the terms and conditions hereinafter set forth and agrees to treat data exchanged between the Customer and Kleinschmidt as confidential.

SECTION II: COMPENSATION

For the services specified herein the Customer agrees to pay Kleinschmidt a fixed monthly fee of \$20.00, which shall be invoiced in advance. The Customer agrees to have Kleinschmidt debit their checking account monthly (Amendment 1 needs to be executed) or pay Kleinschmidt annually, in advance. The Customer shall pay any and all taxes and/or duties, exclusive of taxes based on net income, resulting from this Agreement. All reference to dollars (\$) contained herein and made a part hereof refer to U.S. dollars.

SECTION III: TERM

The Term of this service Agreement shall commence upon execution of this Agreement and will continue on a month to month basis until cancelled by either party by giving 15 day written or email notice.

SECTION IV: INTERCONNECTION

The Customer agrees to allow Kleinschmidt to interchange the Customer's data with other EDI Value Added Networks (VAN's) when necessary for sending data to Customer's EDI partner. Kleinschmidt shall in no event be liable to the Customer for any loss or damage arising from any conduct of any other EDI VAN with which Kleinschmidt interchanges the Customer's data.

Kleinschmidt may from time to time enter into written agreements with other EDI VAN's. As to EDI VAN's with which Kleinschmidt has such written agreements, such EDI VAN's shall in no event be liable to the Customer for any loss or damage arising from their conduct in the interchange of the Customer's data.

SECTION V: WARRANTIES

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE SERVICES SUPPLIED OR TO BE SUPPLIED AND SOLD HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. KLEINSCHMIDT DOES NOT WARRANT THAT USE AND OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS.

KLEINSCHMIDT SHALL HAVE NO LIABILITY WHATSOEVER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, OR CLAIMS AGAINST CUSTOMER BY THIRD PARTIES BASED ON TORT, BREACH OF CONTRACT, OR ON ANY OTHER BASIS.

SECTION VI: LAW GOVERNING

The laws of the State of Illinois shall govern as to the interpretation, validity and effect of this Agreement, and any amendments or modifications hereto. All disputes arising out of this Agreement shall be finally settled by arbitration in Deerfield, Illinois, conducted in accordance with the rules of the American Arbitration Association. Judgment upon any award rendered pursuant to arbitration may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of award and an order of acceptance as the case may be.

SECTION VII: AMENDMENTS

No variation of this Agreement, and no waiver of any of its provisions or conditions shall be valid, unless in writing, and signed by duly authorized officers of the Customer and Kleinschmidt.

I agree to the above terms and conditions in this Agreement

Customer:

Kleinschmidt:

Signature

Signature

Printed Name

Printed Name

Title

Contracts Administrator

Company Name

Kleinschmidt Inc

Street Address

450 Lake Cook Road

City, State & Zip Code

Deerfield, IL 60015-4973

E-mail address required @

Contracts_administrator@kleinschmidt.com

Phone

847-945-1000

Fax

847-945-4619

Date

Date

Please indicate preferred billing method:

_____ Billed annually

_____ Billed monthly, please include ACH authorization agreement and voided check (U.S. only)

Amendment 1

AUTHORIZATION AGREEMENT
FOR AUTOMATIC PAYMENT (ACH Debits)

I (we) hereby authorize Kleinschmidt Inc. to initiate ACH debit entries to our checking account indicated below at the depository named below, hereinafter call the DEPOSITORY, to debit the same to such account as follows:

Amount: \$20

Frequency: Monthly

Depository Name

Branch

City

State

Zip

Routing #

Account #

This authorization is to remain in full force and effect until Kleinschmidt Inc. has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Kleinschmidt Inc. and DEPOSITORY a reasonable opportunity to act on it.

First Authorization (please print first & last name)

Second Authorization (please print first & last name)

Signature

Signature

Date

Date

Please enclose photocopy of blank voided check.