

**ELECTRONIC DATA INTERCHANGE AGREEMENT BETWEEN
Delta Air Lines, Inc and Forwarders**

This Electronic Data Interchange Agreement ("Agreement") between Delta Air Lines, Inc, acting through its Air Cargo Division with offices at 1600B MH Jackson Service Road, Atlanta GA 30354, (hereafter "Airline") and Customer Name and address here (hereafter "Forwarder"). This Agreement will govern the parties' relationship regarding access and use of batch and on-line electronic interchange of data.

WHEREAS the Parties hereto have, or expect to have, commercial dealings with each other;

WHEREAS the Parties desire to improve the efficiency of any future commercial transactions by replacing the flow of paper master air waybills between them with electronic data interchange; and

WHEREAS the Parties' intention and desire is to ensure paperless electronic cargo transactions,

NOW, THEREFORE, the Parties agree as follows:

1. Definitions.

- 1.1 "Adopted Format" is the accepted method for the interchange of Messages under this Agreement based on the Cargo IMP, XML, or other proprietary data format and the standards for the presentation and structuring of the transmission of Messages consistent with the IATA's Cargo Interchange Message Procedures Manual standard FWB message.
- 1.2 "Cargo Contract" shall mean the master air waybill issued by the Airline to Forwarder and transmitted electronically under this Agreement, for the transportation and settlement of a specific Forwarder' air cargo shipment.
- 1.3 "Message" is data structured in accordance with the Adopted Format for the Cargo Contracts transmitted electronically between the parties, including any part of such data.

2. **Scope.** If legally permitted by the local laws of the applicable countries involved with the shipment, the parties shall enter into Cargo Contracts electronically instead of issuing a physical document. Nothing in the Agreement creates any obligation for either Party to transact business with the other party, nor any obligation of exclusivity to deal only with the other party.

3. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

4. **Cargo Contract Terms and Conditions.** The standard IATA terms and conditions that would be set forth in the physical manifestation of each Cargo Contract shall apply to the services provided by the Airline to Forwarder and shall be deemed to be included in the applicable electronic transmission of the Cargo Contract despite the fact that such standard IATA terms and conditions do not actually accompany the electronic transmission of the Cargo Contract.

5. **Security of Data.** Each party shall take reasonable action to see that Messages are properly stored and are not 1) accessible to unauthorized persons, 2) altered, 3) lost, or 4) destroyed.

6. **Integrity of Messages.** Each party shall take reasonable action to ensure that all Messages it sends are complete, accurate and secure against alterations. If the recipient believes a Message is corrupted as a result of technical failure on the part of machine, system, third party format translation, or transmission line, or lacks required information for transmitting Messages, the recipient will endeavor to promptly notify sender of the error and the sender will endeavor to promptly correct the error.

7. **Configuration and Confirmation of Receipt of Messages.** The parties shall mutually agree upon the communication and authentication to be used, which will be in line with IATA Message Standards. Upon proper receipt of any Message, the receiving party will, when possible, endeavor to transmit an acknowledgement of receipt in return.

8. **Storage of Data.** Each party shall maintain without any modification a complete record of data interchanged representing the Messages sent and received between the parties. Unless otherwise required by law or by the agreement of the parties, each party shall have the right to maintain its records according to its own established record retention policy.

9. **Third Party Service Providers (“TPSP”).** Neither party shall be liable for any acts, failures or omissions by the TPSP; provided, however, that if the Airline requires Forwarder to use the services of a specific TPSP, the Airline shall be liable for the acts, failures or omissions by that TPSP. Each party shall be responsible for the costs of transmitting its Messages to any TPSP.
10. **Liability.** The rights, responsibilities and liabilities under the standard IATA terms and conditions in effect at the time of the electronic transmission of the Cargo Contract shall be fully applicable to each party regardless of whether a physical Cargo Contract is printed for the shipment. In no event shall either party be liable for consequential, special, indirect, incidental or punitive damages.
11. **Confidentiality.** Each party acknowledges that certain proprietary and confidential information (hereafter "Confidential Information") will be shared by the parties in tangible form during the execution of their respective obligations under the Agreement. Confidential Information does not include (a) information disclosed pursuant to these Agreement which is also known to, acquired subsequently by, or otherwise available through other lawful means, (b) information disclosed carrying out the services of the Agreement which becomes publicly known through no wrongful act by the receiving party, and (c) information disclosed carrying out the services but which is later exempted in writing by the disclosing party. The parties agree that all Confidential Information will be used only in connection with the performance of this Agreement and will not be disclosed to third parties, except as may be required in furtherance of the parties’ relationship or by law or court order. Upon the expiration or termination of the relationship for any reason, each party will immediately return or destroy any Confidential Information which is in any written or other tangible form without retaining copies thereof, except as required to comply with applicable record keeping policies and laws. The parties agree that the restrictions of this section shall survive the expiration or termination of the relationship for a period of three (3) years.
12. **Assignment.** Neither party shall assign its rights under this Agreement without the other party’s prior written consent.
13. **Governing Law and Prevailing Party.** In the event of any dispute between the parties, the parties agree to the forum of Atlanta, Georgia, U.S.A. The prevailing party in any such action shall be entitled to recover all costs associated with the dispute, including reasonable attorney fees. This Agreement shall be governed by and construed according to the laws of the state of Washington.
14. **Severability.** If any portion of this Agreement shall, in whole or in part, be determined unenforceable or invalid, the balance of the Agreement shall remain in full force and effect without regard to such illegality or unenforceability of a portion of this Agreement.
15. **Validity.** The invalidity of any provision of this Agreement shall not invalidate any remaining provision, and all valid terms and conditions of this Agreement shall be read as if the invalid terms and conditions were not present.
16. **Waiver.** The waiver of any provision or any breach or violation of any provision of this Agreement by Forwarder, shall not operate or be construed, as a continuing waiver or waiver of any subsequent breach hereof.
17. **Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties pertaining to the electronic interchange of data and supersedes the parties’ prior agreements, understandings and discussions relating to this subject matter. No modification of this Agreement is binding unless it is in writing and executed by the parties’ duly authorized officers.
18. **Agreement Acceptance.** The parties hereto have caused this Agreement to be executed by their duly authorized officers.

Delta Air Lines

(Forwarder Name)

(Signature)

(Signature)

By: _____
(Print Name)

By: _____
(Print Name)

Its: _____
(Title)

Its: _____
(Title)