**ELECTRONIC DATA INTERCHANGE**

**TRADING PARTNER AGREEMENT**

 THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of the day of , 20\_\_**,** by and between Hubbell Incorporated, on behalf of its subsidiaries, divisions and affiliates ("Hubbell"), a Connecticut corporation, with offices at 40 Waterview Drive, Shelton, CT 06484 and \_\_< your \_company name here >\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Trading Partner”)

Hubbell and Trading Partner desire to facilitate business to business transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

**1.** **Documents; Standards.** Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Appendix and transaction sets which the parties by written or mutual agreement add to the Appendix (collectively "Documents"). Any transmission of data which is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. All Documents shall be transmitted in accordance with the standards and the published guidelines set forth in the Appendix.

**2. Third Party Service Providers.**

 **(a)** Documents will be transmitted electronically to each party either, as

specified in the Appendix, directly or through any third party service provider ("Provider") specified in the Appendix with which either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party.

 **(b)** Each party shall be responsible for the costs of any Provider with which it

contracts, unless otherwise set forth in the Appendix. Further, each party shall be responsible for maintaining its relationship in good standing with its respective Provider(s).

**3. Systems Operations.** Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

**4. Security Procedures.** Each party shall properly use proper security procedures including any that may be specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

**5. Signatures.** Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

**6. Transmissions.**

**(a)** **Proper Receipt.** Documents shall not be deemed to have been properly received by either party until such time as a functional acknowledgment has been sent and received by the other party.

**(b)** **Verification.** Upon proper receipt of any Document, the receiving party shall properly transmit a functional acknowledgment in return, within 48 hours of said Document receipt, unless otherwise specified in the Appendix. A functional acknowledgment shall constitute conclusive evidence a Document has been received. A functional acknowledgement does not confirm the completeness or accuracy of the content for any Document, simply that the Document has been received by the intended receiver. Repeated failure by receiving party to transmit the functional acknowledgment in accordance with this provision may result in immediate termination of this Agreement upon written notice by the transmitting party to the receiving party.

**(c) Acceptance.** Acceptance is required by a functional acknowledgment, therefore, any such functional acknowledgment which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such functional acknowledgment has properly received in return a functional acknowledgment (as specified in the Appendix).

**(d) Garbled Transmissions.** If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating, transmitting party (if identifiable from the received Document) in a reasonable manner within 48 hours. In the absence of such a notice, the originating party's records of the contents of such Document shall control.

**7. Transaction Terms.**

**(a) Terms and Conditions.** This Agreement is to be considered part of any

other written agreement referencing it or referenced in the Appendix. In the event that a contract is formed on the basis of an exchange of Documents (whether tangible or electronic) consisting of an offer and acceptance then to the extent not inconsistent with this Agreement the terms and conditions included in such contract shall be determined by reference to the provisions of Section 2-207 of the Uniform Commercial Code (“UCC”) and for purposes thereof each party’s standard printed applicable forms attached to or identified in the Appendix (as the same may be amended from time to time by either party upon written notice to the other) shall be deemed incorporated by reference into the respective offer, acceptance, or counter-offer of such party.

The terms of this Agreement shall prevail in the event of any conflict with

any other terms and conditions applicable to any Transaction.

1. **Confidentiality.** It is understood and agreed that the terms of this

Agreement are confidential, and no news release, advertisement or public announcement, or denial or confirmation of the same, concerning any part of the subject matter of this Agreement will be made by either party hereto without the prior written consent of the other party in each instance. Further, the parties hereto acknowledge that, during the term hereof, they may become aware of confidential, secret or proprietary information pertaining to the other party and its operations (including, without limitation, information with respect to bidding, pricing, suppliers and customers, or lists thereof, research, development and engineering, and internal operations, inventory control, data processing, technical data, and other procedures and systems) and that disclosure of such information would materially and adversely affect the affected party. Each party hereto agrees to maintain such confidentiality and secrecy and not to disclose any such information to any person, firm or other entity, or to utilize the same in any manner or form, except as may be expressly required by the terms and conditions of this Agreement. Notwithstanding anything to the contrary, the confidentiality provisions set forth in this section will survive any termination of this Agreement.

**8. Validity; Enforceability.**

**(a)** This Agreement has been executed by the parties to evidence their mutual intent to create binding obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.

**(b)** Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, any other written agreement described in Section 7, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes to have been "signed".

**(c)** The conduct of the parties pursuant to this Agreement, including the use of Signed 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, any Transaction and any other written agreement described in Section 7.

1. The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

**9. Miscellaneous.**

**(a) Termination.** Except where termination is effected pursuant to Paragraph 6(b), this Agreement shall remain in effect until terminated by either party with not less than 30 days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

**(b) Severability.** Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

**(c) Entire Agreement.** This Agreement and the Appendix 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.

 No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

**(d) Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

**(e) Notices.** Notices or other communications under this Agreement will be in writing and will be effective when delivered personally or by overnight courier, or mailed, postage prepaid, by certified or registered mail to each party at the address set forth below (or to such other address as either party may from time to time provide the other):

**For Hubbell:**  **For [Trading Partner]:**

Hubbell Incorporated

40 Waterview Drive

Shelton, CT 06484 Attention: Chuck Tencza Attention:

**(f) Force Majeure.** No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

**(g) Limitation of Damages.** Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

|  |  |
| --- | --- |
| Hubbell Incorporated on behalf of its Subsidiaries, Divisions and Affiliates | **[Trading Partner’s name here]** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Name: Chuck Tencza \_\_\_\_ | Name:  |
| Title: Vice President – I.T.\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title:  |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**APPENDIX**

**A. STANDARDS**

Specify ALL applicable standards (and the issuing organizations): ANSI X12

**B. DOCUMENTS**

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards, to include only Transaction Sets as mutually agreed upon between the parties.

**C. ACCEPTANCE DOCUMENTS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Transaction Set No. | Document Name or Description | Usage (Yes/No) | Version Release | Verification Required (Yes or No) | Acceptance Required (Yes or No) |
| 997 | FUNCTIONAL ACKNOWLEDGEMENT | YES |  |  |  |

**D. GUIDELINES**

Specify ALL applicable published guidelines: EDI/EDX

The provisions of the Agreement (including this Appendix) shall control in the event of any conflict with any listed guidelines.

**E. THIRD PARTY SERVICE PROVIDERS**

(If the parties will be transmitting Documents directly, enter "NONE")

|  |  |  |  |
| --- | --- | --- | --- |
|  | Name | Address | Telephone Number |
| Hubbell | Promethean (ECEDI) |  | N/A |
| Trading Partner |  |  |  |

**F. AMENDMENTS**

(Use this section to record Amendments, if no Amendments have been made, note as "NONE" in the Date field)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| # | Date | Purpose | Section(s) Changed | Comments |
|  |  |  |  |  |
|  |  |  |  |  |