



1400 Douglas Street, Suite 0840, Omaha NE 68179-0840
FAX (402) 501-2984

Online Railroad Industry Supply System Services Agreement

Customer: _____
Telephone: _____ FAX: _____
Invoice Address: _____
City/State/Zip: _____
Invoice Email Address: _____
Attention: _____

RECITALS:

Customer desires to obtain from Transentric, Inc., a Delaware corporation with offices located at 1400 Douglas Street, Suite 0840, Omaha, NE 68179-0840, and Transentric desires to provide to Customer, certain electronic data exchange services under the terms and conditions set forth in this Agreement.

AGREEMENT:

1. The Services.

Transentric will provide to Customer online railroad industry supply system electronic data exchange services (the "Services") by giving Customer online access to a website maintained by Transentric (the "System") for the exchange of various transaction documents (e.g., purchase orders, invoices, acknowledgements) between Customer and its customers in the railroad industry.

2. Scope.

This is not an exclusive agreement. Customer may purchase services similar to the Services from others and Transentric intends to provide the Services to others.

3. Representations and Warranties.

a. Transentric represents and warrants that it has full right and authority to enter into this Agreement and that neither Transentric nor its employees, contractors or agents, if any, are under any pre-existing obligation or obligations inconsistent with the provisions of this Agreement or the performance of the Services for Customer.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS,

IMPLIED OR STATUTORY, AND NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR USE FOR A PARTICULAR PURPOSE SHALL APPLY. TRANSENTRIC MAKES NO WARRANTY THAT THE SERVICE OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE PROVISION OF THE SERVICES OR THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE.

4. Limitation of Liability.

a. Transentric shall have no liability to Customer or any third party for any and all claims, whether in an action in contract or in tort, including, but not limited to negligence, arising out of, connected with or resulting from the performance or breach of this Agreement, the provision of the Services, or access to the System.

b. IN NO EVENT SHALL TRANSENTRIC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S FAILURE TO PROVIDE ACCEPTABLE SERVICE TO ITS CUSTOMERS, WHETHER RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT OR NOT, OR FOR LOSS OF PROFITS, LOSS OF USE, BUSINESS LOSSES, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE, EVEN IF TRANSENTRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. This Section 4 states Transentric's entire responsibility and Customer's sole remedy under this Agreement.

5. Force Majeure.

Transentric shall not be responsible for any failure to fulfill its obligations hereunder that is due to causes or conditions beyond Transentric's reasonable control.

6. Payment.

a. Customer shall pay Transentric Twenty-Five Dollars (\$25.00) (U.S.) per month (the "Monthly Rate") for the Services; provided, however, that the Monthly Rate may be adjusted as provided in Subsection 6.b., below. Payment for the Services shall be due for each month during the term of this Agreement whether or not Customer accesses the System during such month for the purpose of electronically exchanging documents with its customers as contemplated herein. Transentric shall invoice Customer monthly for the Services. Transentric shall address invoices for Services to the address first shown above. The preferred method of invoicing is by email. Transentric will invoice by FAX or postal service if requested by Customer. The total amount of each invoice will be remitted by Customer to Transentric within thirty (30) days of the invoice date with payment sent to Transentric at 12567 Collections Center Drive, Chicago, IL 60693, or, at Transentric's written direction, by wire transfer to an account designated by Transentric. Any invoice payment not timely received by Transentric will accrue interest at a rate of 1.5% monthly, calculated from the date it was due.

b. Transentric may adjust the Monthly Rate one or more times during the term of this Agreement on thirty (30) days' advance written notice (the "Notice Period") to Customer of such adjustment. During the Notice Period Customer may terminate this Agreement upon ten (10) days' written notice to Transentric unless Transentric withdraws its notice

prior to the conclusion of the Notice Period. Any such adjustment will become effective on the first day of the first complete calendar month following the conclusion of the Notice Period.

7. No Agency.

Transentric is an independent contractor with respect to its performance of the Services and the operation of the System. In no event shall this Agreement or the provision of the Services by Transentric or its operation of the System be construed to imply or provide that Customer or Transentric has been granted any express or implied right to create any obligation on behalf of or in the name of the other, or to bind the other in any manner with respect to either party's relation with third parties.

8. Confidentiality.

a. Transentric acknowledges that confidential and proprietary information related to Customer and its businesses will come into Transentric's possession under the terms of this Agreement. Transentric agrees to take reasonable steps to prevent disclosure of any information regarding Customer to any other person or entity, including other users of the System.

b. Customer acknowledges that the System software and all documentation necessary for its operation, maintenance and support are a trade secret of Transentric that has significant value to Transentric, which value would be lost or diminished if disclosed to third parties. Customer agrees to take all reasonable steps to prevent disclosure of any data or information concerning the Services or the System to any other person or entity.

c. The parties shall be liable for any breach of the confidentiality provisions of this Agreement by their respective employees or agents.

d. Customer hereby grants Transentric the right to disclose to third party potential users of the System that Customer is a user of the System for the purpose of facilitating use of the System by such third

parties to interchange data with Customer. Such right shall not be construed as a right or obligation by Transentric to establish or maintain any commercial relationship between Customer and any third party and does not include the right to use Customer's name in advertising or promotional materials of general distribution unless specifically so authorized by Customer in accordance with Section 17, and Transentric shall not be Customer's agent or contractor for such purpose.

9. No License.

This Agreement does not grant Customer any right or license in or to the System. Customer's only right is to use the System on Transentric's computer to exchange data electronically. Customer shall have no right to record the System or any part thereof, whether on electronic or any other media.

10. Notices.

Unless otherwise specifically provided, all notices required or permitted to be given under this Agreement shall be in writing and delivered personally, or mailed by United States Certified Mail, Return Receipt Requested, to the undersigned at the parties' respective addresses first shown above.

11. Term: Termination.

a. The term of this Agreement will commence on the date this Agreement is executed and will extend indefinitely thereafter until terminated by either party as provided herein.

b. Either party may terminate this Agreement, effective as of the last day of any month, on thirty (30) days' prior written notice to the other party.

12. Severability.

a. The provisions of this Agreement shall, where possible, be interpreted in a manner necessary to sustain their legality and enforceability, and for that purpose the provisions of this Agreement shall be read

as if they cover only the specific situation to which they are being applied.

b. Any provision in this Agreement which is not enforceable in any specific situation shall neither affect the enforceability of that provision in any other situation, nor the enforceability of any other provision of this Agreement.

13. Waiver.

Waiver by either party of any provision of this Agreement in any instance shall not constitute a waiver of that provision in any other instance, or waiver of any other provision of this Agreement.

14. Entire Agreement.

This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all proposals or prior Agreements, oral or written, and all other communications and correspondence between the parties relating to its subject matter.

15. Amendments.

The Agreement may not be modified or amended except by written agreement signed by both parties.

16. Assignment.

Neither Party shall assign or in any manner transfer its interests or any part thereof in this Agreement to any third party without the prior written consent of the other Party, except by reason of merger, reorganization, sale of all or substantially all of the assets of a party, change of control or operation of law. Any assignment in violation of this Section 16 is void.

17. Governing Law.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF the parties have signed this Agreement this _____ day of _____, 200_.

CUSTOMER: _____

TRANSETRIC, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____