

## ELECTRONIC DATA INTERCHANGE AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE AGREEMENT (hereinafter "Agreement") is made and entered into as of the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2007 by and between CCBCC OPERATIONS, LLC, a Delaware limited liability company located at 4115 Coca-Cola Plaza, Charlotte, North Carolina 28211 (hereinafter "CCBCC") and

\_\_\_\_\_  
[Company Name]

a \_\_\_\_\_ with a principal place of  
[State of Incorporation or Formation] [Type of Entity]

business at \_\_\_\_\_  
[Company Address]

(hereinafter "Company"). CCBCC and Company are hereafter referred to collectively as the "Parties" and individually as a "Party."

### Statement of Purpose

CCBCC and Company desire to facilitate purchase and sale transactions and reporting (collectively, "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 benefits of the Parties.

NOW, THEREFORE, in consideration of the Statement of Purpose, mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CCBCC and Company agree as follows:

### **Section 1. Prerequisites.**

#### 1.1. Standards.

1.1.1 EDI Procedures. The policies and procedures pursuant to which CCBCC is willing to engage in electronic data interchange ("EDI") are referred to herein as the "EDI Procedures." The EDI Procedures have been provided to Company. CCBCC reserves the right to revise the EDI Procedures from time-to-time in its discretion, but no such revision shall be binding upon Company until the date that is thirty (30) days after CCBCC has provided Company with notice of such revision. In the event that any such revision is not acceptable to Company, Company may terminate this Agreement pursuant to Section 4.1 below.

1.1.2 Documents. Each Party may electronically transmit to or receive from the other Party any of the transaction sets listed in the EDI Procedures and transaction sets which the Parties by written agreement add to the EDI Procedures (collectively "Documents"). Each Party shall exercise commercially reasonable efforts to ensure that all such

Documents transmitted are timely, accurate, complete and secure. Any transmission of data which is not a Document shall have no force or effect between the Parties. All Documents shall be transmitted (a) in accordance with the standards ANSI ASC X12 as published by the American National Standards Institute, Accredited Standards Committee X12, or (b) such other standards as mutually agreed on by the Parties; and (c) using the transmission methods set forth in the EDI Procedures.

## 1.2. Third Party Service Providers.

1.2.1. Documents will be transmitted electronically to each Party, as specified in the EDI Procedures, either directly or through the third party service provider ("Provider") with which either Party may contract and which is set forth in the Appendix. In the event that Company desires to engage a Provider, CCBCC shall not accept documents from such Provider until after CCBCC has successfully completed EDI testing with such Provider. CCBCC will cooperate in good faith with Company and its designated Provider in the scheduling and performance of such EDI testing.

1.2.2. Each Party shall be responsible for the costs of any Provider with which it contracts.

1.2.3. Each Party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents, or performing related activities, for such Party; provided, that if both the Parties use the same Provider to effect the transmission and receipt of a Document, the originating Party shall be liable for the acts or omissions of such Provider as to such Document.

1.2.4. Either Party may modify its election to use, not use or change a Provider upon thirty (30) days prior written notice. In the event that Company desires to change its Provider, CCBCC shall not accept documents from the Company's new Provider until CCBCC has successfully completed EDI testing with such Provider. CCBCC will cooperate in good faith with Company and its new Provider in the scheduling and performance of such EDI testing.

1.3. System 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 in accordance with this Agreement.

1.4. Security Procedures. Each Party shall use commercially reasonable security procedures to ensure that the transmission, storage and processing of Documents is authorized and secured from access by unauthorized persons. Company shall comply with security procedures set forth in the EDI Procedures.

1.5. 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.

1.6 Party Contacts. CCBCC and Company shall designate contract persons responsible for representing their respective Party in matters relating to this Agreement. Each party shall also provide their respective contacts for coordinating response to issues, discrepancies, etc. in the transmission, receipt and content of Documents. Each Party may change its designated contact persons by giving prior written notice of its new contact persons to the other Party. Contact persons for CCBCC are set forth in the EDI Procedures. Company hereby designates the following persons as its respective contact persons:

Company Contact Person  
for contract matters:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Company Contact Person  
for operational matters:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## **Section 2. Transmissions.**

2.1. Verification. Upon receipt of any Document, the receiving Party shall promptly and properly transmit a functional acknowledgement in return. A functional acknowledgement shall constitute conclusive evidence a Document has been properly received.

2.2. Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving Party shall promptly notify the originating Party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating Party's records of the contents of such Document shall control. A Party receiving notice of a unintelligible or garbled message shall promptly retransmit such message.

## **Section 3. Transaction Terms.**

3.1. Terms and Conditions. This Agreement is to be considered part of any other agreement between the Parties pursuant to which Transactions are entered into by the Parties. With the exception of quantity terms, no terms or conditions contained in any Document transmitted by Buyer shall have any effect or be binding on CCBCC.

3.2. Confidentiality. The Parties shall exercise commercially reasonable efforts to protect from unauthorized disclosure, access or use any non-public information of the other Party

that is contained in any Document for so long as such information remains non-public without breach by a Party of this Agreement or any other agreement between the Parties.

### 3.3. Validity; Enforceability.

3.3.1. This Agreement has been executed by the Parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.

3.3.2. Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction and any other agreement between the Parties relating to any Transaction, 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 (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.3.3. 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 agreement between the Parties relating to any Transaction.

3.3.4. 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 and 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.

## **Section 4. Miscellaneous.**

4.1. Termination. This Agreement shall remain in effect until terminated by either Party with not less than thirty (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.

4.2. 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.

4.3. Entire Agreement. This Agreement, the Appendix and the EDI Procedures 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. No amendment to this Agreement may be made using Documents transmitted pursuant to this Agreement.

4.4. Assignment. This Agreement shall be binding upon and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Company shall not assign or otherwise transfer its rights or delegate its obligations under or related to this Agreement (even by operation of law) without the prior written consent of CCBCC, which consent shall not be unreasonably withheld.

4.5. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without resort to the choice of law provisions thereof. Both Parties hereby consent to exclusive jurisdiction of the federal and state courts located in North Carolina for the purpose of resolving any and all disputes arising under or relating to this Agreement.

4.6. 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. For the avoidance of doubt, nothing contained in this subsection 4.6 shall be deemed to limit either Party's liability for acts or omissions of its Provider pursuant to Subsection 1.2.3 above.

4.7. 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.

4.8. Relationship of Parties. Neither Party has nor will have any power, nor represent that it has any power, to bind the other Party or to create any obligation or responsibility, express or implied, on behalf of the other Party, or in the other Party's name. Nothing in this Agreement shall be construed as establishing any joint venture, partnership or master-servant relationship between the Parties.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

CCBCC:

COMPANY:

CCBCC OPERATIONS, LLC

[insert company name]

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPENDIX

THIRD PARTY SERVICE PROVIDERS:

	<b>Name</b>	<b>Address</b>	<b>Telephone Number</b>
CCBCC	Sterling Information Broker	Administrative Office 4600 Lakehurst Court Dublin, Ohio 43016-2000	1-877-432-4300

Company