

ELECTRONIC DATA INTERCHANGE AGREEMENT

This Agreement is made as of _____, between _____ ("Vendor") and NORFOLK SOUTHERN CORPORATION, as agent for its direct and indirect subsidiaries (collectively called "Norfolk Southern").

R-E-C-I-T-A-L-S

Norfolk Southern anticipates the purchase of items from Vendor from time to time. Both parties would benefit from the electronic exchange of purchasing information. This Electronic Data Processing Agreement shall authorize and provide the terms and conditions for such data exchange.

A-G-R-E-E-M-E-N-T

1. Application. This Agreement shall apply to all electronic data transmissions between Vendor and Norfolk Southern that contain the identifying symbols specified in attached Appendix A (the "Identifier Code"). Any electronic data transmission ("EDT") containing the Identifier Code shall have the legal effect of incorporating by reference this Agreement, including all attachments and appendices. The parties may send EDT's as authorized under this Agreement but, except as otherwise provided herein, are not required to do so.

2. Purchase Orders. Norfolk Southern may transmit Purchase Orders by EDT under this Agreement ("EDT Purchase Orders"). Within the time specified in Appendix A after receipt of an EDT Purchase Order, Vendor shall electronically transmit to Norfolk Southern functional acknowledgment of receipt of the transmission.

3. Contract. A. This Agreement only provides for the electronic data processing of purchase data. It does not affect the substantive content of the parties' contract. Each EDT Purchase Order shall incorporate by reference the terms and conditions of Norfolk Southern's standard purchase order in effect under this Agreement at the time of the order. Each EDP order acknowledgment shall incorporate by reference the terms and conditions of vendor's standard order acknowledgment in effect under this Agreement at the time of the order. A copy of Norfolk Southern's current Purchase Order and Vendor's current order acknowledgment are attached to this Agreement. If any of Norfolk Southern's terms and conditions conflict with any of Vendor's terms and conditions, the governing terms and conditions shall be those that would have governed under § 2-207(3) of the Uniform Commercial Code if both parties had actually exchanged paper documents containing their respective terms and conditions. B. If either Norfolk Southern or Vendor subsequently adopts a standard purchase order or order acknowledgment, respectively, with terms and conditions different from those on the attachment, it shall notify the other party of the change and provide a written copy of its new standard terms and conditions. The terms and conditions of any such revised purchase order or order acknowledgment shall become effective two days after those revised terms and conditions are actually received in writing by the other party.

4. Invoices. Vendor may transmit invoices by EDT under this Agreement ("EDT Invoices"). Within the time specified in Appendix A after receipt of an EDT Invoice, Norfolk Southern shall electronically transmit to Vendor acknowledgment of receipt of the transmission.

5. EDT Form. In sending any EDT Purchase Order, EDT Invoice, and acknowledgment of receipt of the transmission of either of them, the transmitting party shall use whatever protocol, format, electronic mailbox, or other technical transmission data may be designated, in each case respectively, in Appendix A.

6. Term and Termination. This Agreement shall begin on the date set forth above and shall remain in effect until terminated pursuant to this section. Either party may terminate this Agreement by giving the other at least 30 days' notice of its intent to terminate. If such notice is oral, the party giving such notice shall promptly confirm it in writing.

7. Notices. All notices required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving the same, and transmitted to the addresses shown below or such successor address(es) as that party may specify by notice hereunder. Such notices shall be transmitted by United States registered or certified mail return receipt requested, or by telegram or fax, with confirmed receipt, addressed to the following officers and addresses:

For Norfolk Southern: Assistant Vice President - Material Management
Norfolk Southern Corporation
110 Franklin Road, SE
Roanoke, VA 24042-0072

Fax # (540) 855-6422

For Vendor:

Fax #

All notices shall be effective on day following confirmed receipt of the letter, telegram, or fax.

8. Confidentiality. Except as permitted in this section, neither party shall disclose to any third party any of the information shown on Appendix A. Further, each party will take all reasonable precautions to prevent the accidental or inadvertent disclosure of such information. Either party may disclose such information to an auditor, accountant, or attorney employed by that party. Either party may request that the other waive the provisions of this section and consent to the release of any or all of the information contained on attached Appendix A, and such other party will not unreasonably withhold its consent and waiver.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day, month, and year first above written.

By: _____

Title: _____

Date: _____

NORFOLK SOUTHERN CORPORATION
For and on behalf of its direct
and indirect corporate subsidiaries

By: _____

Title: Manager Purchasing

Date: _____

Appendix A
To
Electronic Data Interchange Agreement

1. The Identifier Code referred to in Section 1 of the attached agreement shall be:

NORFOLK SOUTHERN CORP.	GS EDI IDENTIFIER: 10-171-2388
_____	GS EDI IDENTIFIER: _____

2. The format, protocol, electronic mailbox, and/ or other technical transmission data for all EDT Purchase Orders, EDT Invoices, and Acknowledgment of Transmission shall be as follows: FORMAT AND PROTOCOL ARE AMERICAN NATIONAL STANDARD X12.

NORFOLK SOUTHERN CORP.	ISA ID: 10-171-2388
	QUALIFIER: 01
_____	ISA ID: _____
	QUALIFIER: _____

3. The time period within which each party must acknowledge receipt of an Electronic Data Transmission under Sections 2 and 4 of the attached agreement shall be three (3) days.