

ELECTRONIC DATA INTERCHANGE AGREEMENT
Rev. 5/31/2016

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

RECITALS

A. Norfolk Southern and Vendor anticipate that Norfolk Southern will purchase from Vendor, and Vendor will sell to Norfolk Southern, various goods and/or services from time to time pursuant to one or more separate agreements (any such purchase and sale a "Transaction").

B. Norfolk Southern and Vendor desire to establish terms that would govern the electronic exchange of purchasing information related to a given Transaction through the use of the electronic data interchange system (the "System").

Norfolk Southern and Vendor hereby agree as follows:

1. **Application.** This Agreement shall apply to each and every electronic data transmission between Vendor and Norfolk Southern that contains the identifying symbols specified in Appendix A hereto, which is made a part hereof (the "Identifier Code", and each such transmission an "EDT"). Each EDT shall have the legal effect of incorporating by reference this Agreement. The parties may utilize EDT's as authorized under this Agreement but, except as otherwise provided herein, are not required to do so.

2. **Purchase Orders and Acknowledgements.** With respect to any Transaction involving the use of Norfolk Southern's standard purchase order (such standard purchase order as in effect at any given time the "Purchase Order"), Norfolk Southern may transmit Purchase Orders by EDT under this Agreement (each an "EDT Purchase Order"). Each EDT Purchase Order shall be deemed to incorporate by reference the terms and conditions of the Purchase Order in effect at the time of transmission. Within the time specified in Appendix A after receipt of an EDT Purchase Order, Vendor shall transmit an Acknowledgment by EDT (each an "EDT Acknowledgement"). Each EDT Acknowledgement shall be deemed to incorporate by reference the terms and conditions of Vendor's standard order acknowledgment (an "Acknowledgement") in effect at the time of transmission.

3. Effect on Transactions.

A. This Agreement only provides for the electronic data processing of purchase data related to one or more Transactions and shall not (i) create any obligation on the part of either Norfolk Southern or Vendor to enter into any particular Transaction, or (ii) otherwise govern any Transaction or affect the substantive content of any master agreement between Norfolk Southern and Vendor with respect to a Transaction, pursuant to which Norfolk Southern may issue EDT Purchase Orders (a "Transaction Agreement"), provided that, if any terms and conditions of the Purchase Order conflict with any terms and conditions of the Acknowledgment at any given time, the terms and conditions of the Purchase Order shall prevail. A copy of the Purchase Order in effect as of the date hereof is set forth in Appendix B hereto, which is made a part hereof. A copy of the Acknowledgment in effect as of the date hereof is

set forth in Appendix C hereto, which is made a part hereof. For the avoidance of doubt, the terms and conditions of any Transaction Agreement shall prevail in all cases over the terms and conditions of the Purchase Order and the terms and conditions of the Acknowledgement.

B. If either Norfolk Southern or Vendor subsequently adopts a Purchase Order or Acknowledgment, respectively, with terms and conditions different from those set forth in Appendix B or Appendix C, respectively ("Revised Terms"), it shall notify the other party of the change and provide a written copy of the new Purchase Order or the new Acknowledgment, as the case may be. Revised Terms shall become effective in each instance two (2) days after actual receipt of the new Purchase Order or the new Acknowledgment, as the case may be.

4. **Invoices.** Vendor may transmit invoices with respect to a Transaction by EDT under this Agreement (each an "EDT Invoice"). Within the time specified in Appendix A after receipt of an EDT Invoice, Norfolk Southern shall transmit to Vendor acknowledgment of receipt thereof by EDT (an "Invoice Confirmation").

5. **EDT Form.** In sending an EDT Purchase Order, an EDT Invoice, an EDT Acknowledgment or an Invoice Confirmation, as the case may be, the transmitting party shall use whatever protocol, format, electronic mailbox, or other technical transmission data may be designated for such transmission 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 party at least 30 days' notice of its intent to terminate.

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 may be transmitted by (i) United States registered or certified mail return receipt requested, or (ii) by facsimile with confirmed receipt, or (iii) by electronic mail where the sender does not receive any indication that such message is undeliverable or otherwise unable to reach the recipient, in each case addressed to the following addresses:

For Norfolk Southern, **Purchase Orders:**

Sourcing Department
Norfolk Southern Corporation
3 Commercial Place, Box 244
Norfolk, VA 23510

E-mail:

EDISupportPurchaseOrders@nscorp.com

For Norfolk Southern, **Invoices:**

Accounting Department
Norfolk Southern Corporation
1200 Peachtree Street NE, Box 32
Atlanta, GA 30309

E-mail:

EDISupportInvoices@nscorp.com

For Vendor:

Phone # _____

E-mail: _____

All notices shall be effective on day following confirmed receipt of the letter or fax or the error-free transmission of electronic mail, as the case may be.

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 party waive the provisions of this Section and consent to the release of any or all of the information contained on attached Appendix A, which consent and waiver such party may grant or withhold in its sole discretion.

9. Terms of Use. Vendor acknowledges and agrees that: (i) the System is for the use of authorized users only; (ii) use of the System without authority may constitute a crime; (iii) all users of the System are subject to having all of their activities on the System monitored and recorded; (iv) anyone using the System expressly consents to such monitoring; (v) in the event a user misuses the System, Norfolk Southern may suspend or terminate such user's and/or Vendor's access to the System; (vi) Norfolk Southern may provide evidence to law enforcement officials of any unauthorized use of the System which may constitute a crime under any law; and (vii) by using the System, all users expressly agree that their use of the System is governed by the terms and conditions found at the following URL: <http://www.nscorp.com/nscorphtml/CCG.html>.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Vendor Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____ *(agreement date from page 1)*

NORFOLK SOUTHERN CORPORATION
For itself and as agent for its direct and indirect corporate subsidiaries

By: _____ Manager Sourcing Systems, as of Agreement date

**Appendix A to Electronic Data Interchange Agreement
Rev. 12/13/2017**

1. Norfolk Southern-issued Vendor Number (as it appears on purchase orders): _____
(ex. 2000012345)

2. EDI Transactions - check all that apply.

850/Purchase Order	To be sent by Norfolk Southern
997/Acknowledgement (of Purchase Order)	To be sent by Vendor
810/Invoice	To be sent by Vendor
997/Acknowledgement (of Invoice)	To be sent by Norfolk Southern

3. The time period within which Norfolk Southern or Vendor must transmit an Invoice Confirmation or an EDT Acknowledgement, respectively, shall be **three (3) business days** from receipt of the corresponding EDT Invoice or EDT Purchase Order, respectively.

4. Communication method - select one:

ORISS ([Register for ORISS](#))

Value Added Network (VAN)

Norfolk Southern's VAN is [Railinc](#)

Name of Vendor's Value Added Network (VAN): _____

Email address for contact at VAN: _____

5. The Identifier Code for each of Norfolk Southern and Vendor shall be:

<u>NORFOLK SOUTHERN CORP.</u>	_____
ISA Qualifier: _____	ISA Qualifier: _____
ISA Identifier: _____	ISA Identifier: _____
GS Identifier: _____	GS Identifier: _____

6. The format, protocol, electronic mailbox, and/or other technical transmission data for all EDT Purchase Orders, EDT Invoices, Acknowledgments and Invoice Confirmations shall be as follows:
FORMAT AND PROTOCOL ARE AMERICAN NATIONAL STANDARDS INSTITUTE X12.

ISA Version: 00401	Implementation Guidelines
GS Version: 004010RIFMAT	850/Purchase Orders
For Diesel Vendors: 004010RIFDFO	810/Invoices - request specs from EDISupportInvoices@nscorp.com

**Appendix B to Electronic Data Interchange Agreement
Rev. 10/13/2015**

Norfolk Southern's Purchase Order Terms & Conditions

This document is published on Norfolk Southern's corporate website:
http://www.nscorp.com/content/dam/nscorp/suppliers/purchase_order_tc.pdf

**Appendix C to Electronic Data Interchange Agreement
Rev. November 2018**

Norfolk Southern's Freight Routing Instructions

This document is published on Norfolk Southern's corporate website:
<http://www.nscorp.com/content/dam/nscorp/suppliers/freight-routing-instructions.pdf>