

ELECTRONIC DATA INTERCHANGE AGREEMENT

1. Parties

This Agreement is entered into between the Industrial Safety Training Council ("ISTC") and the Client Company listed below.

"ISTC"

"CLIENT"

Industrial Safety Training Council
324 Hwy 69
Nederland, Texas 77627

Colorado Safety Association
4730 Oakland Street, Suite 500
Denver, CO 80239

2. Effective Date

This Agreement is effective as of February 6, 2006.

3. Purpose

ISTC and Client have entered into this Agreement in order to verify training history, to schedule Client's employees in safety classes and related services offered by ISTC and/or to access the electronic Pre-Qualification Form. Client is obligated to pay for any services ordered and received. The parties have agreed to use the electronic exchange of information in substitution for conventional paper-based documents and intend that the transactions entered into will be fully enforceable and legally valid.

4. System Operations

Each Party, at its own expense, shall provide and maintain the equipment, software, telephone lines, modems and testing necessary to effectively and reliably complete electronic registration. Scheduling requests will be transmitted electronically to ISTC through a telephone line and modem accessing the ISTC scheduling database, or by accessing the ISTC Internet website. Each Party shall be responsible for its own acts or omissions while transmitting, receiving, storing or handling scheduling requests.

5. Security Procedures

Each Party shall maintain and utilize those security procedures which are reasonably sufficient to ensure that all transmissions of training requests are authorized; and, to protect its business records, passwords, codes and data from improper access.

6. Authorized Transactions

Client shall be responsible for maintaining adequate security over its system access codes and passwords. ISTC shall be entitled to rely on scheduling requests, which appear to originate from Client. The Parties agree that scheduling requests generated from client constitute evidence of an authorized transaction on behalf of that party.

7. Proper Receipt

Scheduling requests shall not be deemed to have been properly received, and no requests shall give rise to any obligation, until accessible by ISTC at its scheduling database. The originating party bears the risk that the recipient may not receive a scheduling request or that a scheduling request may be garbled or otherwise unintelligible.

8. Verification

Client is responsible to verify that the classes it has reserved space for are appropriate for its employees. Before sending its employees to ISTC for the classes, Client is responsible to verify that space is available and the classes will be held as the Parties anticipated.

9. E-Mail Policy

Client's participation in the Electronic Data Interchange program may allow you to have access to ISTC's electronic mail system, therefore you will be required to comply with the policies of our e-mail policy. The ISTC E-Mail Policy is made part of this agreement as an attachment.

10. Terms and Conditions

This Agreement is to be considered part of any other written agreement expressly referring to it. In the absence of any other written agreement applicable to any transaction made pursuant to this Agreement, such transaction (and any related communication) also shall be subject to such additional terms and conditions as may be determined in accordance with applicable law. The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any transaction.

11. Confidentiality

No information contained in any scheduling requests or otherwise exchanged between the parties shall be considered confidential, except by written agreement between the parties, or by applicable law.

12. Validity: Enforceability

A. 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 scheduling requests.

B. Any scheduling requests properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other written agreement described in Section 10, or this Agreement, to be "in writing". And any such scheduling requests shall be deemed for all purposes (a) to have been "authorized" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

C. The conduct of the parties 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 10.

D. In connection with all scheduling requests and transactions under this Agreement, each party shall adopt a "signature" within the meaning of the Uniform Commercial Code.

13. Termination

This Agreement shall remain in effect until terminated by either Party with no less than five-(5) business days prior written notice. The written notice shall specify the effective date of termination. Any termination shall not affect the respective obligations or rights of the parties arising under any scheduling requests under this Agreement prior to the effective date of termination.

14. 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.

15. Entire Agreement

This Agreement constitutes the complete agreement of the parties relating to the matter specified in this Agreement and supersedes 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.

16. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

17. Force Majeure

No party shall be liable for any failure to perform its obligations in connection with any transaction or any scheduling requests, 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 scheduling requests.

18. 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 scheduling requests pursuant to this Agreement, if either party has been advised of the possibility of such damages.

19. Mediation

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof; shall be resolved exclusively through mediation.

Signed: _____

Industrial Safety Training Council

By: Russell M. Melancon, Jr.

Signed: _____

Client: Colorado Safety Association

By: _____

Revised February 2005

Attachment
ISTC Use of E-Mail Policy

ISTC has established a policy with regard to access and disclosure of electronic mail messages created, sent or received by ISTC employees, **vendors or customers** using ISTC's electronic mail system.

ISTC intends to honor the policies set forth below, but must reserve the right to change them at any time as may be required under the circumstances.

1. ISTC maintains an electronic mail system. This system is provided by ISTC to assist in the conduct of business within the organization.
2. The electronic mail system hardware is ISTC property. Additionally, all messages composed, sent or received on the electronic mail system are and remain the property of ISTC. They are not the private property of any employee.
3. The use of the electronic mail system is reserved solely for the conduct of business at ISTC. It may not be used for personal business.
4. The electronic mail system may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.
5. The electronic mail system is not to be used to create any offensive or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability.
6. The electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.
7. ISTC reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the electronic mail system for any purpose. The contents of electronic mail properly obtained for legitimate business purposes, may be disclosed within ISTC without the permission of the employee.
8. The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to ISTC or they are invalid and cannot be used.

9. Notwithstanding ISTC's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this policy must receive prior approval by ISTC management.
10. Employees shall not use a code, access a file, or retrieve any stored information, unless authorized to do so. Employees should not attempt to gain access to another employee's messages without the latter's permission. All computer pass codes must be provided to supervisors. No pass code may be used that is unknown to ISTC.
11. Any employees who discover a violation of this policy shall notify their immediate supervisor or any member of management.
12. Any employee who violates this policy or uses the electronic mail system for improper purposes shall be subject to disciplinary action, up to and including termination of employment.

Certain key customers and vendors have been assigned an e-mail box on the ISTC electronic mail system to expedite communications. All above policies apply to communications with or by vendors and customers.