

# Columbia Gas Transmission<sup>SM</sup>

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## Commercial Services

VIA FACSIMILE (713) 757-2491

August 12, 1998

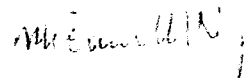
Ms. Rae McQuade  
GISB  
1100 Louisiana, Suite 4925  
Houston, Texas 77002

Dear Ms. McQuade:

Attached are comments relating to the EDI-Trading Partner Agreement (R96004 and R97060). These comments are submitted for the Executive Committee's consideration and action prior to its voting on August 20, 1998.

Thank you.

Sincerely,



Michael K. Ng  
Commercial Services Representative

Attachment

copy: Jeanne Adkins  
Cheryl Davis  
Eric Fletcher  
Todd Lilly  
Charles Stadola  
Jon Young

The following are comments related to the Electronic Data Interchange Trading Partner Agreement Draft Dated June 15, 1998.

1. Second sentence in Section 1.1 - This sentence is very broad in scope. Suggest that this sentence be revised to clarify that it applies only to electronic transmission of data for the purposes specified in the agreement. Seems to be redundant and lack of clarity in definitions of "Documents" and "Data Communications".
2. In Section 1.1, the last sentence implies that the Exhibit(s) in effect will modify the body of the Agreement. This is not acceptable. It is much more preferable to abide by the Agreement and use the Exhibit(s) to identify working elements and any dispute to default to the Agreement.
3. In Section 1.2.1, add behind the last sentence, ". . . . to the other party." to identify where that notice should go.
4. Section 1.3 on "System Operations" is confusing. It appears the sentence may need to be reworded. Again, the definition of "Data Communications" may be the confusing factor.
5. Section 2.2 – Add "as corrected" after the word "Document" in the last sentence.
6. Sections 2.3.4 and 2.3.5 are related to the "Response Document". In Section 2.3.4, it identifies the Document as a substitute for or in addition to an ASC X12 transaction with the data. However, in Section 2.3.5, it attempts to address if the electronic transmission of the Document and data encountered error(s). In this section, it must be made clear that a transmission of an erred section is no guarantee that the full Document plus data are received correctly. Therefore, the last sentence of Section 2.3.5 should include a reference to receiving the accompanying data correctly, too. Again, confusion arises due to the definitions of "Documents" and "Data Communications".
7. Section 3.2 – why is an option provided? Why not defer to the pipeline (TSP) tariff provision on the terms and conditions and the payment terms.
8. Section 3.4 on "Confidentiality" – Change "No" to All" and strike everything after "confidential".
9. Section 3.5.3 dealt with the "validity or enforceability of Signed Documents". Has state and federal law on this issue been reviewed?

10. Section 4.7 on “Exclusion of Certain Damages” – The last sentence that allows the potential damages from software and hardware to be set forth in the Exhibit(s) is not wise. It is prudent to establish this damage requirement in the body of the Agreement and the level of damage should be the actual cost to restore the computer system (hardware and software) to its working condition. This will prevent any oversight when preparing the Exhibit(s) and also give the other parties the incentive to thoroughly check their systems before proceeding with the connections.
11. On the Exhibit, Lines 266 and 276 (“Provider Name”) under “#1 Contact Information” are duplicate of Lines 292 and 302 under “#3 Communication Specifics”. Perhaps Lines 266 and 276 can be eliminated.
12. Lines 312 to 318 provide a table on an Exhibit. In this table, columns for Sending Party’s ISA Qualifier and ISA ID and Receiving Party’s ISA Qualifier and ISA ID are provided. These ID’s, when listed in this Exhibit, will be duplicated down the page. It would be more efficient to list them one time under “#3 Communication Specifics”.
13. Some customers may desire to have dual EDI service providers. In order to accommodate this provision, GISB would have to add a “Secondary URL” to Section 3 on Communication Specifics”. And the “Receipt Company URL” will need to be changed to “Primary URL”.