

**ELECTRONIC DATA INTERCHANGE  
TRADING PARTNER AGREEMENT  
[MODEL 2]**

This ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (this "Agreement") is made as of [---], 19[---], by and between [---], a [---], and [---], a [---date], [year], by and between [name of party], a [identify entity legal organizational structure, applicable jurisdiction and office location(s)], and [name of party], a [identify entity legal organizational structure, applicable jurisdiction and office location(s)] (each a "party" and collectively, the "parties") to facilitate administrative matters exchanged between the parties ("Transactions") in furtherance of the parties' transportation agreements [describe other uses, if any, communications in support of [describe the uses and/or agreements that this communication agreement will support; for example, the aggregation of transportation data] by providing the option for electronically transmitting and receiving data in agreed formats according to the standards published by the Gas Industry Standards Board as adopted by the Federal Energy Regulatory Commission.

**Section 1. Prerequisites.**

1.1. Documents and Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets which the parties by written agreement agree to utilize to effectuate the communications delineated in such transaction sets (each agreed upon transaction set, a "Document," and collectively, the "Documents"). The parties may agree to utilize transaction sets pursuant hereto from time to time by executing detailed specification exhibits (each, an "EDI Exhibit") referencing this Agreement, setting forth the applicable electronic delivery mechanism, including back-up and alternate electronic delivery mechanisms, if any, and identifying the transaction sets and all applicable "Receipt Computers," "Digital Codes," "Digital Codes," "Functional Acknowledgments," "Response Documents," "Providers," and "Functional Acknowledgment Deadlines" (all as below defined). Any transmission of data pursuant to this Agreement which is not a Document, a Functional Acknowledgment or a time-stamp response or record (collectively, "Data Communications") shall have no force or effect between the parties. Each Document shall be transmitted by one party ("Sender") to the other party ("Receiver"). All Data Communications shall be made in accordance with the standards and published industry guidelines (collectively, the "Standards") identified in the Appendix hereto (the "Appendix"). In the event of a conflict between the body of this Agreement and the Appendix, the Appendix will govern. In the event of a conflict between the body of this Agreement or the Appendix, and an EDI Exhibit, the EDI Exhibit will govern.

1.2. Electronic Communication Providers. Documents will be transmitted Data Communications will be effectuated electronically to each party as specified in the applicable EDI Exhibit either directly, or through any third party electronic communication

provider ("Provider") with which either party may contract as specified in the applicable EDI Exhibit, such as a value added network provider or an Internet service provider. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party. Unless otherwise mutually agreed by the parties herein, each party shall be responsible for the costs of any Provider with which it contracts; Sender shall pay all costs of its Provider associated with the transmission of a Document Data Communications to the "Receipt Computer" designated in the EDI Exhibit for Receiver, including costs of its Provider, if any, and Receiver shall pay all costs of its Provider associated with the retrieval and receipt of a Document Data Communications, including costs of its Provider, if any. Where the parties employ the services of a Provider, the Receipt Computer shall be identified either as Receiver's electronic mailbox or uniform resource locator ("URL"), as applicable. Each party shall be liable for the acts or omissions of its Provider while transmitting, retrieving, receiving, storing or handling Document Data Communications, or performing related activities, for such party; provided, if both parties use the same Provider to effect the transmission, retrieval and receipt of a Document Data Communications, Sender shall be liable for the acts or omissions of such Provider related to activities associated with the transmission of the Document Data Communications and Receiver shall be liable for the acts or omissions of such Provider related to activities associated with the retrieval and receipt of the Data Document Communications. This provision does not limit any claim of a party against any Provider in respect of any act or omission.

1.3. System Operations and Security Procedures. The equipment, software, services and testing necessary to transmit, retrieve and receive Document Data Communications shall be at each party's sole expense. Each party shall properly use those security procedures set forth in the Appendix.

**Inquire about current need and usage: Enron Capital & Trade Internet and VAN technology depts. advise not utilized under Internet or Van methods as they relate to the GISB standards. However, the original intent is to have the ability to denote a signed writing in relation to the statute of frauds if and when the parties may desire such. We can decide to leave the concept in or not. Relates to Section 3.2. Other results from committee members to be presented at next meeting. All references have been bracketed.]**

1.4. Digital Codes. Each party may adopt as its signature a digital signature identification ("Digital Code") consisting of symbols or codes which are to be affixed to or contained in the Document transmitted by such party where required by the Standards or as may be otherwise agreed by the parties. In cases where a Digital Code is required for a Document, the requirement shall be specified in the applicable EDI Exhibit. Each party agrees that the Digital Code of such party affixed to or contained in any Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Digital Code of the other party.]

1.5. Keys. ~~When the parties are utilizing the Internet electronic delivery mechanism~~Unless otherwise specified in the Appendix, each party shall maintain a "public key," an encryption algorithm utilized to facilitate private electronic communication which may be changed from time to time, all in accordance with this Section 1.5 and applicable procedures set forth in the Appendix. If the parties are utilizing public keys hereunder, the following procedures shall apply unless otherwise mutually agreed in the Appendix. Each party shall provide to the other party its public key by either (a) a certified or receipted mail service using a diskette with the public key contained in an ASCII text file; or (b) an electronic simple mail transfer protocol mail message with the public key contained in the body; ~~or (c) as otherwise agreed or attached thereto.~~ The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key; ~~which validation may be made~~ by telephonic verification between designated representatives of each party. As mutually agreed in the Appendix, each party shall provide to the other party a written schedule of the frequency it intends to change its public key. If a party desires to change its public key at a time other than that scheduled, or does not desire to change its public key as scheduled, such party shall provide at least five business days prior written notice thereof to the other party; provided, under emergency circumstances ~~a prior written notice of immediate prior notice may be given.~~ one business day may be given.

## Section 2. Transmissions.

2.1. Proper Receipt. There shall not be deemed to have been a "proper receipt" of a Document until accessible to Receiver at such party's Receipt Computer as evidenced by the receipt by Sender of the ~~time-stamp~~ HTTP response initiated by Receiver ~~or, if applicable, the availability to Sender of other time-stamp record, in each case indicating successful complete receipt of the Document in accordance with any applicable Standards. The time-stamp response or record shall include a time-stamp indicator and information specifying whether or not a complete file has been received. The method of time-stamp response or record to be utilized by the parties shall be set forth in the Appendix. No Document shall have any effect (a) for which a time-stamp the HTTP response is not received by Sender or, if applicable, the other time-stamp record is not available to Sender, or (b) for which a time- or (b) for which a time-stamp response stamp response or record indicating error is applicable.~~

2.2. Verification. Upon proper receipt of any Document, Receiver shall verify that the Document originated from an authorized trading partner, process the decryption of the Document, if necessary, and translate the Document in accordance with the Standards to determine whether the Document contains all of the required data in proper syntactical form. If the Document is verified as from an authorized trading partner and Receiver's decryption of the Document is successful, Receiver shall transmit a "Functional Acknowledgment" to Sender ~~unless otherwise specified in the EDI Exhibit.~~ For purposes of this Agreement, a "Functional Acknowledgment" means a transaction set which confirms (in the format specified thereby) whether or not all required portions of the Document are complete and syntactically correct, but which does not address or otherwise confirm the substantive content of the Document. If (a) there has not been a proper receipt by Sender of a Functional Acknowledgment to a Document for any reason or (b) there has been a proper receipt by Sender of a Functional Acknowledgment to a Document indicating error, in each case within the "Functional Acknowledgment Deadline" indicated in the applicable EDI Exhibit for such Document, the Document may not be relied upon by either party as an effective Document for any purpose.

2.3. Response Document. By mutual agreement, the parties may designate in the applicable EDI Exhibit a "Response Document" transaction set in addition to a Functional Acknowledgment transaction set. A Response Document does not include the time-stamp response specified in Section 2.1 hereof. For purposes of this Agreement, a "Response Document" confirms (in the format specified thereby) whether or not the substantive content of the corresponding Document contains valid substantive data to effectuate the communication. If the Response Document indicates valid substantive content, the communication set forth in the applicable Document shall be deemed effectively completed under the applicable transportation agreement between the parties [describe other

arrangement if applicable]. If the Response Document does not indicate valid substantive content, the communication set forth in the applicable Document shall be deemed not to have been effectively completed under the applicable transportation agreement between the parties [describe other arrangement if applicable].

## Section 3. Transaction Terms.

3.1. Regulations. Notwithstanding Section 4.1 hereof, if any party determines that this Agreement is in conflict with either that party's existing tariff or an obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate written notice to the other party defining which terms of this Agreement are affected and the reasons therefor. The affected party may also provide notice of termination of this Agreement as provided in Section 4.1 hereof, effective immediately upon receipt of such notice by the other party to this Agreement.

3.2. Validity, Enforceability and Confidentiality. Any Document properly transmitted pursuant to this Agreement shall be considered to be a "writing" or "in writing" pursuant to applicable law. Any Document when containing, or to which there is affixed, [a Digital Code: relates to issue of need to accommodate a signed writing via statute of frauds issues] (a "Signed Document") shall be deemed for all purposes hereunder and at law to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The conduct of the parties pursuant to this Agreement, including the use of any Signed Document 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 and the transportation agreements between the parties. The parties agree not to contest the validity or enforceability of any Signed Document 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. A Signed Document, 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 a Signed Document under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Document was not originated or maintained in documentary form. No information contained in any Document shall be considered confidential except as provided by the transportation agreements between the parties, other written agreements between the parties or by applicable law.

## Section 4. Miscellaneous.

4.1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, should either party utilize this Agreement for purposes other than the Transactions contemplated hereby or for any illegal purpose, the other party may immediately terminate this Agreement by written notice; provided further, any termination shall not affect the respective obligations or rights of the parties arising under any Documents effectively communicated under this Agreement prior to the effective date of termination. The provisions of Section 3.2 shall survive the termination of this Agreement.

4.2. Agreement Not Severable. If any provision of this Agreement is determined to be invalid or unenforceable, then as of such determination this Agreement in its entirety will be deemed ineffective and unenforceable by the parties; provided, the respective obligations or rights of the parties arising under any Documents effectively communicated under this Agreement prior thereto shall not be affected.

4.3. Entire Agreement. As and when executed by the parties, each EDI Exhibit shall be considered a part of this Agreement. This Agreement, including the Appendix and each EDI Exhibit which are incorporated herein by this reference, constitutes the complete agreement of the parties relating to the matters 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 upon either party. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement. No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state [commonwealth] [province] of [ ] [the United States of America], excluding any conflict-of-law rules and principles of that state [commonwealth] [province] [the United States] which would result in reference to the laws or rules of another jurisdiction.

4.5. Exclusion of Certain 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, retrieval or receipt of any Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages and **REGARDLESS OF FAULT**. Any limitation on direct

damages to software and hardware arising from this Agreement shall be set forth in the Appendix.

4.6. Notices. Unless otherwise expressly provided in this Agreement, all notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid or electronic mail, or given by fax or by courier, to the addressee party at such party's address set forth in the Appendix. Either party may change its address for the purpose of notice hereunder by giving the other party no less than five days prior written notice of such new address in accordance with the preceding provisions.

4.7. Force Majeure. No party shall be liable for any failure to perform its obligations hereunder where such failure results from an 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, retrieving or receiving any Documents, and which by the exercise of due diligence such party is unable to prevent or overcome.

4.8. Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

Each party has caused this Agreement to be properly executed in multiple original counterparts on its behalf effective as of the date first above written.

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**APPENDIX TO ELECTRONIC DATA INTERCHANGE**  
Applies to All Transaction Types  
**TRADING PARTNER AGREEMENT DATED \_\_\_\_\_**

**1. IDENTIFICATION AND ADDRESSES:**

**COMPANY NAME** \_\_\_\_\_  
AGENT NAME (IF ANY) \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_  
ZIP/POSTAL CODE \_\_\_\_\_  
ATTENTION \_\_\_\_\_  
(Name and Title of EDI System Contact)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_  
OTHER NOTICE METHOD OR ADDRESS \_\_\_\_\_  
COMMON CODE IDENTIFIER \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_  
AGENT NAME (IF ANY) \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_  
ZIP/POSTAL CODE \_\_\_\_\_  
ATTENTION \_\_\_\_\_  
(Name and Title of EDI System Contact)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_  
OTHER NOTICE METHOD OR ADDRESS \_\_\_\_\_  
COMMON CODE IDENTIFIER \_\_\_\_\_

**2. STANDARDS:**

Specify all applicable standards, such as the standards of the American National Standards Institute. \_\_\_\_\_  
\_\_\_\_\_

**3. INDUSTRY GUIDELINES:** Specify all applicable published industry guidelines or applicable regulations, such as Gas Industry Standards Board Version \_\_\_\_\_, as adopted by the F. E. R. C. \_\_\_\_\_  
\_\_\_\_\_

**4. SECURITY PROCEDURES:** \_\_\_\_\_  
\_\_\_\_\_

(a) Contact for public key exchange: \_\_\_\_\_

(b) Method of contact for public key exchange (phone, e-mail etc.): \_\_\_\_\_

(c) Method for public key exchange: \_\_\_\_\_

(d) Date for submission of scheduled public key exchanges: \_\_\_\_\_

(e) Scheduled public key exchange procedures, if any: \_\_\_\_\_  
\_\_\_\_\_

(f) Unscheduled public key exchange procedures: \_\_\_\_\_  
\_\_\_\_\_

(g) Designated representatives for public key verification: \_\_\_\_\_  
\_\_\_\_\_

**5. METHOD OF TIME-STAMP RESPONSE:** \_\_\_\_\_

**6. LIMITATION ON DIRECT DAMAGES TO SOFTWARE AND HARDWARE:** Specify, if any. \_\_\_\_\_  
\_\_\_\_\_