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**MODEL
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT**

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 19__, by and between _____, a _____ corporation, with offices at _____ and _____, a _____ corporation, with offices at _____ (collectively, the "parties").

RECITALS

WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for on-line transmittal and/or for conventional paper-based documents; and

WHEREAS, the parties desire to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with respect to *computer to computer exchange of information, also know as*, electronic data interchange ("EDI") Transactions.

NOW THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Prerequisites.

1.1. Documents: Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s) of the Appendix, and transaction sets which the parties by written agreement add to the Appendix (collectively "Documents"). Any transmission of data which is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. All Documents shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Appendix. The Appendix to this Agreement is attached hereto and made a part hereof; the Appendix and Exhibit(s) thereto hereafter are referred to as the "Appendix". In the event of a conflict between the provisions in the body of this Agreement and the Appendix, the Appendix will govern.

33 1.2. Third Party Service Providers.

34 1.2.1. Documents will be transmitted electronically to each party either, as specified in the
35 Appendix, directly or through any third party service provider ("Provider") with which either
36 party may contract. Either party may modify its election to use, not use or change a Provider
37 upon 30 days prior written notice.

38 1.2.2. Each party shall be responsible for the costs of any Provider with which it contracts,
39 unless otherwise set forth in the Appendix. Unless otherwise stated in the Appendix, the
40 sending party shall pay all costs to get its data to the receiving party's Receipt Computer
41 *(below defined)* and the receiving party shall pay all costs to retrieve the data.

42 1.2.3. Each party shall be liable for the acts or omissions of its Provider while transmitting,
43 receiving, storing or handling Documents, or performing related activities, for such party;
44 provided, that if both the parties use the same Provider to effect the transmission and receipt
45 of a Document, the originating party shall be liable for the acts or omissions of such Provider
46 as to such Document. This provision does not limit any claim of a party against a Provider in
47 respect of any act or omission.

48 1.3. System Operations. Each party, at its own expense, shall provide and maintain the
49 equipment, software, services and testing necessary to effectively and reliably transmit and
50 receive Documents. Any special data retention requirements shall be set forth in the
51 Appendix.

52 1.4. Security Procedures. Each party shall properly use those security procedures, including
53 those specified in the Appendix, if any, which are reasonably sufficient to ensure that all
54 transmissions of Documents are authorized and to protect its business records and data from
55 improper access.

56 1.5. Signatures. Each party shall adopt as its signature an electronic identification consisting
57 of symbol(s) or code(s) which are to be affixed to or contained, where required, in the
58 Document transmitted by such party ("Signature Code(s)"). Such Signature Code(s) shall be
59 specified in the Appendix. In such cases where a Signature Code(s) is required for one or
60 more Transaction Set(s), the requirement shall be specified in the Appendix applicable to
61 such Transaction Set(s). Each party agrees that the Signature Code(s) of such party affixed
62 to or contained in any transmitted Document shall be sufficient to verify such party originated
63 such Document(s). Neither party shall disclose to any unauthorized person the Signature
64 Code(s) of the other party.

65 **Section 2. Transmissions.**

66 2.1. Proper Receipt. Documents shall not be deemed to have been properly received, and
67 no Document shall give rise to any obligation, until accessible to the receiving party at such
68 party's Receipt Computer designated in the Appendix. ~~Where the parties employ the services~~
69 ~~of Providers to transmit and receive Documents,~~ *the Receipt Computer shall be defined in*
70 *the Appendix –as the receiving party's electronic mailbox or Uniform Resource Locator*
71 *("URL"), which describes the protocols which are needed to access the resources and point*
72 *to the appropriate Internet locations. Where the parties employ the services of Providers to*
73 *transmit and receive Documents, the Receipt Computer shall be defined in the Appendix as*
74 *the receiving party's electronic mailbox or URL* provided by the receiving party's Provider.

75 2.2. Verification.

76 2.2.1. Upon proper receipt of any Document, the receiving party shall promptly and properly
77 transmit a functional acknowledgment in return, unless otherwise specified in the Appendix.

78 2.2.2. For the purposes of this Agreement, a "functional acknowledgment" means an ASC
79 X.12 Transaction Set 997, which confirms a Document (in the format specified by such
80 acknowledgment) has been received and whether all required portions of the Document are
81 syntactically correct, but which does not confirm the substantive content(s) of the related
82 Document.

83 2.2.3. By mutual agreement, the parties may designate in the Appendix a "response
84 document" Transaction Set as a substitute for or in addition to an ASC X.12 Transaction Set
85 997. A "response document" confirms that a Document (in the format specified by such
86 acknowledgment) has been received, and whether all required portions of the Document are
87 syntactically correct, and contains data sent by the receiving party to the sending party in
88 response to the substantive content of the related Document. If the parties designate a
89 response document as a substitute for a functional acknowledgment, the time requirements in
90 the Appendix applicable to functional acknowledgments shall apply to such response
91 documents.

92 2.2.4. A functional acknowledgment, or a response document that has been designated in the
93 Appendix as a substitute for a functional acknowledgment, shall constitute conclusive
94 evidence a Document has been properly received.

95 2.2.5. Except as to conditions governed under Section 2.4, in the event the receiving party
96 fails to promptly and properly transmit a functional acknowledgment or response document in
97 return for a properly received Document, where required, the originating party's records of the

98 contents of the Document shall control.

99 2.3. Acceptance. If acceptance of a Document is required by the Appendix, any such
100 Document which has been properly received shall not give rise to any obligation unless and
101 until the party initially transmitting such Document has properly received in return an
102 Acceptance Document (as specified in the Appendix).

103 2.4. Garbled Transmissions. If any transmitted Document is received in an unintelligible or
104 garbled form, the receiving party shall promptly notify the originating party (if identifiable from
105 the received Document) in a reasonable manner. In the absence of such a notice and where
106 a functional acknowledgment or response document has resulted, the originating party's
107 records of the contents of such Document shall control.

108 2.5. Retransmissions. If the originating party of a Document has not properly received a
109 corresponding functional acknowledgment or response document within the Retransmission
110 Timeframe indicated in the Appendix, the originating party shall retransmit the Document.

111 **Section 3. Transaction Terms.**

112 3.1. Terms and Conditions. This Agreement is to be considered part of any other written
113 agreement referencing it or referenced in the Appendix. In the absence of any other written
114 agreement applicable to any Transaction made pursuant to this Agreement, such Transaction
115 (and any related communication) also shall be subject to [CHOOSE ONE]:

116 [A] those terms and conditions, including any terms for payment, included in the
117 Appendix.

118 [B] the terms and conditions included on each party's standard printed applicable forms
119 attached to or identified in the Appendix [as the same may be amended from time to time by
120 either party upon written notice to the other]. The parties acknowledge that the terms and
121 conditions set forth on such forms may be inconsistent, or in conflict, but agree that any
122 conflict or dispute that arises between the parties in connection with any such Transaction will
123 be resolved as if such Transaction had been effected through the use of such forms.

124 [C] such additional terms and conditions as may be determined in accordance with
125 applicable law.

126 The terms of this Agreement shall prevail in the event of any conflict with any other terms and
127 conditions applicable to any Transaction. Notwithstanding the foregoing and Section 4.1 of
128 this Agreement, if any party determines that this Agreement is in conflict with either that
129 party's existing tariff or an obligation imposed by a governmental entity exercising jurisdiction

130 over that party, then the affected party shall give immediate notice defining which terms of this
131 Agreement are affected, and the reasons therefor, and may provide notice of termination of
132 this Agreement as provided in Section 4.7, effective immediately upon receipt of such notice
133 by the other party to this Agreement.

134 3.2. Confidentiality. No information contained in any Document or otherwise exchanged
135 between the parties shall be considered confidential, except to the extent provided in Section
136 1.5, by written agreement between the parties, or by applicable law.

137 **3.3. Validity: Enforceability.**

138 3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to
139 create binding obligations pursuant to the electronic transmission and receipt of Documents
140 specifying certain of the applicable terms.

141 3.3.2. Any Document properly transmitted pursuant to this Agreement shall be considered, in
142 connection with any Transaction, any other written agreement described in Section 3.1, or this
143 Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to
144 which there is affixed, a Signature Code ("Signed Documents") shall be deemed for all
145 purposes (a) to have been "signed" and (b) to constitute an "original" when printed from
146 electronic files or records established and maintained in the normal course of business.

147 3.3.3. The conduct of the parties pursuant to this Agreement, including the use of Signed
148 Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes,
149 evidence a course of dealing and a course of performance accepted by the parties in
150 furtherance of this Agreement, any Transaction and any other written agreement described in
151 Section 3.1.

152 3.3.4. The parties agree not to contest the validity or enforceability of Signed Documents
153 under the provisions of any applicable law relating to whether certain agreements are to be in
154 writing or signed by the party to be bound thereby. Signed Documents, if introduced as
155 evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be
156 admissible as between the parties to the same extent and under the same conditions as other
157 business records originated and maintained in documentary form. Neither party shall contest
158 the admissibility of copies of Signed Documents under either the business records exception
159 to the hearsay rule or the best evidence rule on the basis that the Signed Documents were
160 not originated or maintained in documentary form.

161 **Section 4. Miscellaneous.**

162 4.1. Term. This Agreement shall be effective as of the date first set forth above and shall

163 remain in effect until terminated by either party with not less than 30 days prior written notice
164 specifying the effective date of termination; provided, however, that written notice for
165 purposes of this paragraph shall not include notice provided pursuant to an EDI transaction;
166 further provided, however, that any termination shall not affect the respective obligations or
167 rights of the parties arising under any Documents or otherwise under this Agreement prior to
168 the effective date of termination.

169 4.2. Severability. Any provision of this Agreement which is determined to be invalid or
170 unenforceable will be ineffective to the extent of such determination without invalidating the
171 remaining provisions of this Agreement or affecting the validity or enforceability of such
172 remaining provisions.

173 4.3. Entire Agreement. This Agreement and the Appendix constitute the complete agreement
174 of the parties relating to the matters specified in this Agreement and supersede all prior
175 representations or agreements, whether oral or written, with respect to such matters. No oral
176 modification or waiver of any of the provisions of this agreement shall be binding on either
177 party. No obligation to enter into any Transaction is to be implied from the execution or
178 delivery of this Agreement. This Agreement is solely for the benefit of, and shall be binding
179 solely upon, the parties their agents and their respective successors and permitted assigns.
180 This Agreement is not intended to benefit and shall not be for the benefit of any party other
181 than the parties hereto and no other party shall have any right, claim or action as a result of
182 this Agreement.

183 4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance
184 with the laws of the state [commonwealth], [province] of _____, excluding
185 any conflict-of-law rules and principles of that state [commonwealth] [province] which would
186 result in reference to the laws or law rules of another jurisdiction.

187 4.5. Force Majeure. No party shall be liable for any failure to perform its obligations in
188 connection with any Transaction or any Document, where such failure results from any act of
189 God or other cause beyond such party's reasonable control (including, without limitation, any
190 mechanical, electronic or communications failure) which prevents such party from transmitting
191 or receiving any documents and which, by the exercise of due diligence, such party is unable
192 to prevent or overcome.

193 4.6. Exclusion of Certain Damages. Neither party shall be liable to the other for any special,
194 incidental, exemplary or consequential damages arising from or as a result of any delay,
195 omission or error in the electronic transmission or receipt of any Documents pursuant to this
196 Agreement, even if either party has been advised of the possibility of such damages and
197 **REGARDLESS OF FAULT**. Any limitation on direct damages to software and hardware
198 arising from this Agreement shall be set forth in the Appendix.

4.7. Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Appendix to the addressee party at such party's address as 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 (5) days prior written notice of such new address in accordance with the preceding provisions.

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.

4.9 Waivers. 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.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts all of which shall constitute but one and the same instrument.

4.11 Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

| DEFINED TERM | WHERE DEFINED |
|--|------------------------------------|
| Agreement | Header |
| parties | Header |
| Transactions | Recital |
| electronic data interchange, EDI | Recital |
| Documents | Section 1.1 |
| Appendix | Section 1.1 |
| Provider | Section 1.2.1 |
| Signature Code(s) | Section 1.5 |
| <u>Uniform Resource Locator, URL</u> | <u>Section 2.1</u> |
| Receipt Computer | Section 2.1 |
| functional acknowledgment | Section 2.2.2 |
| response document | Section 2.2.3 |
| Acceptance Document | Section 2.3 |
| Retransmission Timeframe | Section 2.5 |
| Signed Documents | Section 3.3.2 |

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|---|--|-------------------------------------|
| 1 | Legal Entity Common Code | Appendix |
| | Uniform Resource Locator, URL | Exhibit I-XXX, Section 1 |
| | Electronic Delivery Mechanism | Exhibit I-XXX, Section 1 |

2 Each party has caused this Agreement to be properly executed on its behalf as of the date
3 first above written.

4 Company Name: _____ Company Name: _____
5 By: _____ By: _____
6 Name: _____ Name: _____
7 Title: _____ Title: _____

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APPENDIX

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ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

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DATE _____

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TO BE EFFECTIVE _____ (DATE)

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COMPANY NAME _____

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STREET ADDRESS _____

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CITY _____ STATE/PROVINCE/COMMONWEALTH

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ZIP/POSTAL CODE _____

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ATTENTION _____

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(NAME, TITLE)

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PHONE _____ FAX _____

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OTHER NOTICE METHOD & ADDRESS

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LEGAL ENTITY COMMON CODE (D-U-N-Sâ Number¹) ~~DUNS NUMBER~~ _____

25

PROVIDER NAME (If any) _____

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COMPANY NAME _____

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STREET ADDRESS _____

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CITY _____ STATE/PROVINCE/COMMONWEALTH

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ZIP/POSTAL CODE _____

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ATTENTION _____

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(NAME, TITLE)

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PHONE _____ FAX _____

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OTHER NOTICE METHOD & ADDRESS

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LEGAL ENTITY COMMON CODE (D-U-N-Sâ number²) ~~DUNS NUMBER~~ _____

¹ A registered trademark of Dun & Bradstreet Corporation

² A registered trademark of Dun & Bradstreet Corporation

37 | *PROVIDER NAME (If any)* _____

38 | ALLOCATION OF COSTS:

39 | Sender: [Pays all costs to get its data to the receiving party's Receipt Computer.] _____

40 | Receiver: [Pays all costs to retrieve the data.] _____

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61 All Exhibits attached hereto are to be considered attached to the Appendix and made a part
62 thereof. Where there are any provisions specified both in the Exhibit(s) and in the Appendix,
63 those contained in the Exhibit(s) govern.

64 The undersigned do hereby execute this Appendix, which Appendix is attached to and made a
65 part of the above referenced Trading Partner Agreement. By execution below the parties
66 hereby ratify said Agreement for all purposes set forth in this Appendix and the attached
67 Exhibit(s).

| | | |
|----|---------------------|---------------------|
| 68 | COMPANY NAME: _____ | COMPANY NAME: _____ |
| 69 | BY: _____ | BY: _____ |
| 70 | PRINTED NAME: _____ | PRINTED NAME: _____ |
| 71 | TITLE: _____ | TITLE: _____ |
| 72 | | |

EXHIBIT I-XXX (Sequential Number)
 ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
 DATED _____
 TO BE EFFECTIVE _____ (date)
 COVERING TRANSACTION SET NUMBER _____

1. DOCUMENT SPECIFIC OPERATING INFORMATION:

(This section covers only the originating Document and its Functional Acknowledgment or identification and timing of substitute Response Document.)

NATURAL GAS DESCRIPTIVE NAME _____

ASC X12 VERSION/RELEASE NO. _____

ELECTRONIC DELIVERY MECHANISM (The method used to electronically transmit transactions, such as those in EDI format, to a trading partner) - INTERNET:

~~VAN ACCOUNT ID (as applicable) _____~~

| ROW NUM | ITEMS | ORIGINATING PARTY | RECEIVING PARTY |
|---------|---|-------------------|-----------------|
| 1 | COMPANY NAME | | |
| 2 | EDI COMMUNICATION CONTACT PHONE NUMBER | | |
| 3 | THIRD PARTY SERVICE -PROVIDER NAME <i>(if different from that in the Appendix)</i> | | |
| 4 | RECEIPT COMPUTER <i>URL (host name or IP address, any non-standard port, directory, program name, as necessary)</i> | | |
| 0 | <i>Basic Authentication userid</i> | | |
| 0 | <i>Basic Authentication password</i> | | |
| 0 | <i>HTTP from/to tag</i> | | |
| 5 | ISA QUALIFIER | | |
| 6 | ISA ID CODE | | |
| 7 | GS ID CODE | | |
| 8 | FUNCTIONAL 997 DOCUMENT ACKNOWLEDGMENT (FA) (Y/N) | N/A | |
| 9 | FA RETURN TIME FRAME | N/A | |
| 10 | RESPONSE DOCUMENT (RSP) NUMBER/NAME | N/A | |
| 11 | FUNCTIONAL ACKNOWLEDGMENT OF RESPONSE | N/A | |
| 12 | RSP RETURN TIME FRAME | N/A | |

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|----|---|-----|-----|
| 13 | ACCEPTANCE DOCUMENT (ACPT) | N/A | |
| 14 | FUNCTIONAL ACKNOWLEDGMENT OF ACCEPTANCE | | N/A |
| 15 | ACPT RETURN TIME FRAME | N/A | |
| 16 | RETRANSMIT TIME FRAME (ORIGINAL DOCUMENT) | | N/A |
| 17 | SIGNATURE CODE | | |

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EXHIBIT /-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

2. STANDARDS: Specify all applicable standards and the issuing organizations.

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the ~~t~~Transaction(s) contained in this Exhibit.

3. INDUSTRY GUIDELINES: Specify all applicable published industry guidelines.

The mutually agreed provisions of this Exhibit shall control in the event of any conflict with any listed industry guidelines.

4. SECURITY PROCEDURES: (Define security procedures, including but not limited to encryption, ~~and~~ authentication, *and PGP version if any.*)

4.1 PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES:

a) Contact for public encryption key exchange (emergency and scheduled)

b) Method of contact and related information (phone number and/or e-mail address)

c) Chosen electronic method of key exchange

d) Scheduled public encryption key exchange procedures including frequency

e) Emergency public encryption key exchange procedures

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EXHIBIT I-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

f) *Verification procedures to confirm appropriate exchange of public encryption keys*

g) *Other*

5. TERMS AND CONDITIONS: (If no special terms and conditions have been agreed upon, enter "None".)

6. DATA ~~Retention~~*RETENTION* (If no special data retention procedures have been agreed upon, enter "None".)

7. REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced Agreement. Parties to place a list of type(s) of agreements, as well as language which provides for the incorporation into this Exhibit of all agreements of specified type(s) which are executed subsequent to ratification of this Exhibit.)

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EXHIBIT /-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

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8. LIMITATION ON DIRECT DAMAGES: (If no limitation has been agreed upon, enter "None".)

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9. CONFIDENTIAL INFORMATION: (See Section 3.2. If no limitation has been agreed upon, enter "None".)

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10. Is the data element "transaction set" supported in the HTTP envelope (Yes/No)

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The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

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|---------------------|---------------------|
| COMPANY NAME: _____ | COMPANY NAME: _____ |
| BY: _____ | BY: _____ |
| PRINTED | PRINTED |
| NAME _____ | NAME _____ |
| TITLE: _____ | TITLE _____ |

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EXHIBIT V-XXX (Sequential Number)
 ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
 DATED _____
 TO BE EFFECTIVE _____ (date)
 COVERING TRANSACTION SET NUMBER _____

1. DOCUMENT SPECIFIC OPERATING INFORMATION:
 (This section covers only the originating Document and its Functional Acknowledgment or identification and timing of substitute Response Document.)

NATURAL GAS DESCRIPTIVE NAME _____
 ASC X12 VERSION/RELEASE NO. _____

ELECTRONIC DELIVERY MECHANISM (The method used to electronically transmit transactions, such as those in EDI format, to a trading partner) - VAN: _____

| ROW NUM | ITEMS | ORIGINATING PARTY | RECEIVING PARTY |
|---------|---|-------------------|-----------------|
| 1 | COMPANY NAME | | |
| 2 | EDI COMMUNICATION CONTACT PHONE NUMBER | | |
| 3 | THIRD PARTY SERVICE PROVIDER NAME (if different from that in the Appendix) | | |
| 4 | RECEIPT COMPUTER URL VAN Account ID | | |
| 5 | ISA QUALIFIER | | |
| 6 | ISA ID CODE | | |
| 7 | GS ID CODE | | |
| 8 | FUNCTIONAL 997 DOCUMENT ACKNOWLEDGMENT (FA) (Y/N) | N/A | |
| 9 | FA RETURN TIME FRAME | N/A | |
| 10 | RESPONSE DOCUMENT (RSP) NUMBER/NAME | N/A | |
| 11 | FUNCTIONAL ACKNOWLEDGMENT OF RESPONSE | N/A | |
| 12 | RSP RETURN TIME FRAME | N/A | |
| 13 | ACCEPTANCE DOCUMENT (ACPT) | N/A | |
| 14 | FUNCTIONAL ACKNOWLEDGMENT OF ACCEPTANCE | | N/A |
| 15 | ACPT RETURN TIME FRAME | N/A | |
| 16 | RETRANSMIT TIME FRAME (ORIGINAL DOCUMENT) | | N/A |

| | | | |
|----|----------------|--|--|
| 17 | SIGNATURE CODE | | |
|----|----------------|--|--|

EXHIBIT V-XXX (Sequential Number)
 ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
 DATED _____
 TO BE EFFECTIVE _____ (date)
 COVERING TRANSACTION SET NUMBER _____

2. *STANDARDS: Specify all applicable standards and the issuing organizations.*

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the tTransaction(s) contained in this Exhibit.

3. *INDUSTRY GUIDELINES: Specify all applicable published industry guidelines.*

The mutually agreed provisions of this Exhibit shall control in the event of any conflict with any listed industry guidelines.

4. *SECURITY PROCEDURES: (Define security procedures, including but not limited to encryption, authentication, and PGP version if any.)*

4.1 *PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES: (If applicable)*

a) *Contact for public encryption key exchange (emergency and scheduled)*

b) *Method of contact and related information (phone number and/or e-mail address)*

c) *Chosen electronic method of key exchange*

d) *Scheduled public encryption key exchange procedures including frequency*

e) *Emergency public encryption key exchange procedures*

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EXHIBIT V-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

- f) Verification procedures to confirm appropriate exchange of public encryption keys

- g) Other

5. TERMS AND CONDITIONS: (If no special terms and conditions have been agreed upon, enter "None".)

6. DATA RETENTION (If no special data retention procedures have been agreed upon, enter "None".)

7. REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced Agreement. Parties to place a list of type(s) of agreements, as well as language which provides for the incorporation into this Exhibit of all agreements of specified type(s) which are executed subsequent to ratification of this Exhibit.)

EXHIBIT V-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

8. LIMITATION ON DIRECT DAMAGES: (If no limitation has been agreed upon, enter "None".)

9. CONFIDENTIAL INFORMATION: (See Section 3.2. If no limitation has been agreed upon, enter "None".)

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

| | |
|---------------------|---------------------|
| COMPANY NAME: _____ | COMPANY NAME: _____ |
| BY: _____ | BY: _____ |
| PRINTED _____ | PRINTED _____ |
| NAME _____ | NAME _____ |
| TITLE: _____ | TITLE _____ |