



*A Member of the  
Constellation Energy Group*

## **ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT**

This Electronic Data Interchange Trading Partner Agreement (the "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_, by and between BALTIMORE GAS AND ELECTRIC Company ("BGE"), a Maryland corporation, with offices at Liberty and Lexington Streets, Baltimore, Maryland 21201, and \_\_\_\_\_ ("Electricity Supplier") a (n) \_\_\_\_\_ corporation, with offices at \_\_\_\_\_.

### **RECITALS**

BGE and Electricity Supplier desire to facilitate provision of coordination services via electronic transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and 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.

NOW, THEREFORE, the parties, intending to be legally bound, 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 approved by the Maryland Public Service Commission listed in the Appendix and transaction sets, which the parties, by written agreement, add to the Appendix (collectively "Documents"). Any transmission of data that is not a Document shall have no force or effect between the parties. All Documents shall be transmitted in accordance with the standards approved by the Maryland Public Service Commission, and the published industry guidelines set forth in the Appendix or a mutually agreeable transmission method. The receiver of a Document that is not in conformance with the standards and/or guidelines set forth in the Appendix will promptly notify the initiating party of the non-conformance in the Document.

#### **1.2 Third Party Service Providers**

- 1.2.1 Documents will be transmitted electronically to each party either, as specified in the Appendix, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use, or change a Provider upon 30 days prior written notice, including email to the party's designated EDI and Business contact as an acceptable means of notice.
- 1.2.2 Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in the Appendix.
- 1.2.3 Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents, or performing related activities for such party; provided, that if both parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document.

#### **1.3 System Operations**

Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

1.4 Security Procedures

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

1.5 Signatures

Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) that are to be affixed to or contained in each Document transmitted by such party ("Signature"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

**Section 2. Transmissions**

2.1 Proper Receipt

Documents shall not be deemed to have been properly received until accessible to the receiving party in the receiving party's EDI mailbox as designated by the receiving party from time to time. No Document will be considered to give rise to any obligation on the part of the intended receiver unless and until acceptance is provided in accordance with Section 2.3 of this Agreement.

2.2 Verification

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

2.3 Acceptance

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

2.4 Failed Acceptance

The party initiating a Document will promptly notify the party accepting that Document of any discrepancy in content between any required Acceptance Document and the original Document for the Acceptance Document specified in the Appendix. The initiator of a Document who has not received any required Acceptance Document will make a prompt inquiry of the other party regarding the status of the Transaction.

2.5 Garbled Transmission

If any properly transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of such Document shall dictate the contents of the transmitted Document.

**Section 3. Transaction Terms**

3.1 Terms and Conditions

This Agreement is to be considered a part of any other written agreement referencing it or referenced in the Appendix. 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 those terms and conditions, including any terms for payment, included in the Appendix. The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any Transaction.

### 3.2 Confidentiality

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

### 3.3 Validity; Enforceability

3.3.1 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 Documents specifying certain of the applicable terms.

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

3.3.3 The conduct of the parties pursuant to this Agreement, including the use of the Signed Documents 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, any Transaction and any other written agreement described in Section 3.1

3.3.4 The parties agree not to contest the validity or enforceability of Signed Documents 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. Signed Documents, 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 Signed Documents under the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

## **Section 4. Miscellaneous**

### 4.1 Termination

This Agreement shall remain in effect until terminated by either party with not less than 30 days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination. Any attempted termination in conflict with any Order of the Maryland Public Service Commission shall be deemed ineffective for purposes herein.

### 4.2 Severability

Any provision of this Agreement that 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.

### 4.3 Entire Agreement

This Agreement and the Appendix constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede 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.

4.4 Governing Law

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

4.5 Force Majeure

No party shall be liable for any failure to perform its obligations in connection with any transmission or any Document, 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 Documents.

4.6 Obligation To Do Business

Both parties acknowledge and agree that the purpose of this Agreement is to facilitate the provision of coordination services by implementing an efficient, paperless system. This Agreement does not imply an obligation of either party to do business with the other, and BGE shall have no obligation, by virtue of this Agreement, to place orders with Electricity Supplier on an exclusive or priority basis.

4.7 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 Documents pursuant to this Agreement, even if such party has been advised of the possibility of such damages.

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

**BALTIMORE GAS AND ELECTRIC COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ELECTRICITY SUPPLIER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX**

**STANDARDS** Specify all applicable standards (and the issuing organizations): **ANSI X12**

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards, but include only the Transaction Sets listed in the DOCUMENTS Section of this Appendix below.

**DOCUMENTS**

Transaction Set No.	Document Name	Verification Required (Yes or No)	Acceptance Required (Yes or No)	Acceptance Transaction Set No.	Response Document Name
810	Invoice	Yes	No	N/A	N/A
820	Payment Order	Yes	No	N/A	N/A
997	Functional Acknowledgement	No	No	N/A	N/A
814E	Enrollment	Yes	No	N/A	814 Enrollment Response
814D	Enrollment Drop	Yes	No	N/A	814 Enrollment Drop Response
814C	Enrollment Change	Yes	No	N/A	814 Enrollment Change Response
814R	Enrollment Rescission	Yes	No	N/A	814 Enrollment Rescission Response
867HU	Historical Usage	Yes	No	N/A	N/A
867MU	Monthly Usage	Yes	No	N/A	N/A
824	Application Advice	No	No	N/A	N/A
248	Write Off	Yes	No	N/A	N/A

**GUIDELINES**

Specify all applicable published industry guidelines:

- Utility Industry Group (UIG) conventions as published
- Maryland Implementation Guidelines as published by the PSC

The provisions of the Agreement (including this Appendix) shall control in the event of any conflict with any listed guidelines.

**THIRD PARTY SERVICE PROVIDERS**

(If the parties will be transmitting Documents directly, insert "NONE").

	<b>Name</b>	<b>Address</b>	<b>Telephone No.</b>
BGE	Sterling Commerce Network	4600 Lakehurst Court Dublin, Ohio 43017-0760	1-800-678-5308 Commerce Network
Electricity Supplier	_____	_____	_____

**ALLOCATION OF PROVIDER COSTS**

(If no special allocation has been agreed upon, enter "NONE"):

VAN charges are shared as directed by PSC Order.

**SECURITY PROCEDURES**

(If no security procedures have been agreed upon, enter "NONE"): NONE

**EXISTING AGREEMENTS**

(If the agreement is not to be considered a part of any existing written agreement, enter "NONE"): NONE

**TERMS AND CONDITIONS**

All Transactions shall be governed by the Uniform Commercial Code and shall be in accordance with the terms and conditions specified in BGE's Tariffs.