

## ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

This ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (this "Agreement") is made as of [\_\_\_\_], 19[\_\_\_\_], by and between [\_\_\_\_], a [\_\_\_\_] corporation, with offices at [\_\_\_\_]; and [\_\_\_\_], corporation, with offices at [\_\_\_\_] a [\_\_\_\_] (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, that this communication

~~WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged ("Transactions") by agreement will support, for example, the aggregation of transportation data] by providing the option for electronically transmitting and receiving data in agreed formats in substitution for on-line transmittal and/or for conventional paper-based documents; and according to the standards published by the Gas Industry Standards Board as adopted by the Federal Energy Regulatory Commission.~~

~~WHEREAS, the parties desire to assure that such Transactions are not legally invalid and 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 in with respect to 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; Documents and 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 transactions 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," "Functional Acknowledgments," "Response Documents," "Providers," and "Functional Acknowledgment Deadlines" (all as add to the Appendix (collectively "Documents" below defined). 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. Each Document shall be transmitted by one party ("Sender") to the other party ("Receiver") 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" (collectively, the "Standards") identified in the Appendix hereto (the "Appendix"). In the event of a conflict between the provisions in 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.— Third Party Service Providers.

1.2.1.— Electronic Communication Providers. Documents will be transmitted electronically to each party either, as specified in the Appendix, ~~directly~~ applicable EDI Exhibit either directly, or through any third party service ~~electronic communication~~ provider ("Provider") with which either party may contract, 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.

1.2.2.— notice to the other party. Each party shall be responsible for the costs of any Provider with which it contract; unless otherwise set forth in the Appendix. Unless otherwise stated in the Appendix, the sending party shall pay all costs to get its data to the receiving party's Receipt Computer and the receiving party shall pay all costs to retrieve the data.

s. Sender shall pay all costs of its Provider associated with the transmission of a Document to the "Receipt Computer" designated in the EDI Exhibit for Receiver and Receiver shall pay all costs of its Provider associated with the retrieval and receipt of a Document. Where the parties employ the services of a Provider, the

1.2.3.— Receipt Computer shall be identified either as Receiver's electronic mailbox or uniform resource locator, as applicable. Each party shall be liable for the acts or omissions of its Provider while transmitting, retrieving, 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, retrieval and receipt of a Document, the ~~originating party~~ Sender shall be liable for the acts or omissions of such Provider ~~as related to activities associated with the transmission of the Document and Receiver shall be liable for the acts or omissions of such Provider related to activities associated with the retrieval and receipt of the Document.~~ This provision does not limit any claim of a party against any Provider in respect of any act or omission.

1.3. ~~System Operations.~~ Each party, at its own expense, shall provide and maintain ~~t~~ System Operations and Security Procedures. The equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents. Any special data retention requirements shall ~~be~~ transmit, retrieve and receive Documents shall be at each party's sole expense. Each party shall properly use those security procedures set forth in the Appendix.

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 insure 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) which are to be affixed to or contained, where required, in the Document transmitted by each party ("~~Signature Code(s)~~"). Such ~~Signature Code(s)~~ shall be specified in the Appendix. In such cases where a ~~Signature Code(s)~~ is required, 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 for one or more transmission set(s), the requirement shall be specified in the Appendix applicable to such transaction set(s). Each party agrees that the ~~Signature Code(s)~~ of such party affixed to or contained in any transmitted 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(s). Neither party shall disclose to any unauthorized person the ~~Signature Code(s)~~ Digital Code of the other party.

1.5. Keys. When the parties are utilizing the Internet electronic delivery mechanism, 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. 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, (b) an electronic simple mail transfer protocol mail message with the public key contained in the body, or (c) as otherwise agreed. 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 one business day may be given.

**Section 2. Transmissions.**

~~2.1. Proper Receipt. Documents shall not be deemed to have been properly received and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Appendix. Where the parties employ the services of providers to transmit and receive Documents, the Receipt Computer shall be defined in the Appendix as the receiving party's electronic mailbox provided by the receiving party's provider.~~

~~2.2. Verification.~~

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

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

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

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

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

~~2.3. Acceptance. If acceptance of a Document is required by the Appendix, any such Document which 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. Garbled Transmissions. If any 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 and where a functional acknowledgment or response document has resulted, the originating party's records of the contents of such Document shall control.~~

~~2.5. Retransmission. If the originating party of a Document has not properly received a corresponding functional acknowledgment or response document within the Retransmission Timeframe indicated in the Appendix, the originating party shall retransmit the Document. 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 response initiated by Receiver indicating successful receipt of the Document in accordance with the Standards. The method of time-stamp response 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 response is not received by Sender or (b) for which a time-stamp response 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. 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 FDI 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 FDI 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. Terms and Conditions. This Agreement is to be considered 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 {CHOOSE ONE}:~~

~~\_\_\_\_\_ [A] those terms and conditions, including any terms for payment, included in the Appendix.~~

~~\_\_\_\_\_ [B] the terms and conditions included on each party's standard printed applicable forms attached to or identified in the Appendix [as the same may be amended from time to time by either party upon written notice to the other]. The parties acknowledge that the terms and conditions set forth on such forms may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between~~

~~the parties in connection with any such Transaction will be resolved as if such Transaction had been effected through the use of such forms.~~

~~\_\_\_\_\_ [C] 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. Notwithstanding the foregoing and Section 4.1 of this Agreement 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, and may and the reasons therefor. The affected party may also provide notice of termination of this Agreement as provided in Section 4.71 hereof, effective immediately upon receipt of such notice by the other party to this Agreement.~~

~~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 obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.~~

~~3.3.2. 2. Validity, Enforceability and Confidentiality. 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 to be a "writing" or "in writing" pursuant to applicable law. Any Document when containing, or to which there is affixed, a Signature Code ("Signed Documents Digital Code (a "Signed Document") shall be deemed for all purposes (a) hereunder and at law 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. business. The conduct of the parties pursuant to this Agreement, including the use of any 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. Agreement and the transportation agreements between the parties. The parties agree not to contest the validity or enforceability of any 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 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 Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were 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, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI 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 transaction; further provided, however, that notice provided further, any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise effectively communicated under this Agreement prior to the effective date of termination.~~

~~4.2. 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. 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. This Agreement and the Appendix constitute 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. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement. 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.~~

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

~~4.5. Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or otherwise 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 and which, by the exercise of due diligence, such party is unable to prevent or overcome.~~

~~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.~~

~~4.4. 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.~~

4.6. — 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.

4.7. — 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 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 ~~(5)~~ 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.

~~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 one and the same instrument.~~

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  
TRADING PARTNER AGREEMENT DATED \_\_\_\_\_

1. IDENTIFICATION AND ADDRESSES:

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

AGENT NAME (IF ANY) \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

AGENT NAME (IF ANY) \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_

ZIP/POSTAL CODE \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

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 and the issuing organizations, 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. B. 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: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

**56. LIMITATION ON DIRECT DAMAGES TO SOFTWARE AND HARDWARE:** Specify, if any.

\_\_\_\_\_

\_\_\_\_\_