

Ms. Rae McQuade, Executive Director
Gas Industry Standards Board
1100 Louisiana, Suite 4925
Houston, TX 77002

Re: Comments of National Registry of Capacity Rights, Inc. and TransCapacity with respect to Electronic Data Interchange ("EDI") Trading Partner Agreements (R97035 and R97060)

Dear Rae,

The following comments are respectfully submitted by the National Registry of Capacity Rights, Inc. ("Registry") and TransCapacity Limited Partnership, ("TransCapacity") in response to GISB's posting of the recommendations associated with R97035 and R97060.

A direct comparison of the two different forms of Electronic Data Interchange ("EDI") Trading Partner Agreement ("TPA") submitted in association with the referenced requests was completed. The results of this comparison are the markups of "Model Electronic Data Interchange Trading Partner Agreement" dated June 4, 1997 ("Model 1"), labeled MODEL 1 MARKED; and, "ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT" dated June 30, 1997 ("Model 2"), labeled MODEL 2 MARKED, both of which are attached and form part of these comments. Please ensure that the two markups are posted and available as part of these comments. Thank you.

Introduction

GISB finds itself presented with two EDI Trading Partner Agreements for consideration at this time for a couple of simple reasons. The MTPA Task Force was reactivated by the EC in order to address the suggestions of the Future Technology Task Force ("FTTF") with respect to updating the existing Model EDI Trading Partner Agreement to accommodate communications over the Internet. The ideas of the FTTF were formally presented in R97035. Deliberations of the MTPA Task Force with respect to R97035 resulted in Model 1. While the MTPA Task Force was engaged in this process, GISB received a formal request, R97060, from Enron Capital and Trade to revise and restructure the EDI Trading Partner Agreement. The result of the MTPA Task Force work on the proposed agreement in this regard is reflected in Model 2.

GISB is reviewing two different agreements, dealing with the same business relationship because the MTPA Task Force worked hard to complete both assignments in roughly the same time frame as the original task so that there could be a complete and simultaneous review of all trading partner issues by the EC. Members of the MTPA Task Force are to be commended for their time and effort in making these two proposals ready.

Another question to be addressed up front is whether or not there should be two forms of the GISB Model EDI Trading Partner Agreement sponsored for use in the natural gas industry. The Registry and TransCapacity have had significant experience with the GISB Model since its adoption in early 1995, or more correctly, we have been constantly required over time to renegotiate fundamental EDI premises and have used as our base, the GISB Model.

We have been told a few times that the TPA is not necessary for the EDI exchange of data. In a few more cases we have been presented with a GISB Model TPA which contains the same terms and conditions, with slight rearrangement of information in the Appendix and Exhibit. In many more instances we have been offered our trading partner's special form of EDI TPA. These usually consist of the same sections as the GISB Model, certain sections with GISB language and others rewritten with a different outcome. Our most recent experience has been dealing with a proliferation of TPA's which bear very little resemblance to the balanced, comprehensive and consistent GISB Model. The newest forms of TPA proffered have been a veritable smorgasbord of terms, conditions, warranties, limitations, and specialty language, piled together seemingly without regard for purpose other than to clearly mark what the other side of the arrangement wants.

In short, having one TPA earmarked as a "Model" creates more than enough opportunity for often unnecessary divergence from stated terms and conditions; having two Models would only add to the frustration of those trying to enter into EDI trading partner relationships as, we believe, there would be "selections" from Model A, and "selections" from Model B (combined with the inevitable "selections" from wherever) resulting in a multitude of unique griffin-like agreements.

The Issue to be Addressed

GISB faces a single issue in reviewing the recommendations associated with R97035 and R97060: Which of the two models best meets the needs of the natural gas industry, now and in the future, with respect to enabling the electronic communication between willing trading partners? The Registry and TransCapacity believe that GISB's original, Model 1, refined to accommodate Internet technology, continues to satisfy and well serve the needs of our industry.

Overview - Comparing Model 1 to Model 2

In order to fully understand the differences between Model 1 and Model 2, the terms and conditions of each agreement were directly compared. Firstly, Model 1 was marked to show those terms, conditions and concepts which are present in Model 1 and missing from Model 2 in bold text. See attached MODEL 1 MARKED document.

Secondly, Model 2 was marked to show sections which are the same as in Model 1 in straight text; sections which are new and benign or helpful in italics; and, sections which are new and troublesome in bold. See attached MODEL 2 MARKED.

The most striking observations arising from the comparison is that Model 2 is both destructive of the original balance of the GISB trading partner relationship and missing language which may be necessary to support the premise of the model being a legally binding contract because it has removed both; a) many of the fundamental concepts, and b) much of the carefully considered language of Model 1. Model 2's hiding of it's purpose helps no one with respect to interpretation and calls into question whether Model 2 intends to set forth a trading partner relationship or intends to represent something altogether different.

A second general comment is that there are many new concepts, terms and conditions in Model 2. This implies that Model 2 is seeking to do much more than enable electronic communications between the parties. Much of the new language operates to remove flexibility from both trading partners by stating exactly how certain business processes will be done. These processes, as described in Model 2, match those used by many to exchange ANSI ASC X.12 documents over the Internet. Suffice to say, the practices specified in Model 2 are not the same as everyone's procedures. They come close to that which works for the exchange of encrypted documents over a VAN but unfortunately fall farther and farther from the mark when the entire roster of current and prospective electronic communication technologies is considered. Model 2's level of specificity drastically changes the relationship between the parties and does not in any way enhance fundamental trading partner agreement concepts.

A third overview observation is that certain language added in Model 2 seems to be redundant or ambiguous. A detailed discussion of this follows in the comment section titled "New in Model 2".

A fourth general comment is that Model 2, by changing the definition of Third Party Service Providers, limits the scope of what these companies can do to just Internet or VAN exchanges. Model 2 also fails to provide appropriate space in the appendix or exhibits so that trading partners may duly advise each other of who they have chosen. Many companies in the natural gas industry have, and continue to successfully rely on a variety of services from a range of Third Party Service Providers. Model 2's rewrite of the Provider concept is unwarranted, unnecessary and offensive to Third Party Service Providers.

Model 2 Omissions

The attached MODEL 1 MARKED bold text shows clauses, phrases, sentences and/or sections which could not be found in the body, appendix or exhibits of Model 2. There are several problems associated with Model 2's removal of these terms and conditions.

Recitals

All the language of the Model 1 "Recitals" section is missing from Model 2. With it goes the plain English expression of the parties' desire to conduct business transactions and exchange information electronically. Model 2 also misses one of the major reasons why parties feel inclined to enter into EDI trading partner agreements at all. By removing the

idea that companies mutually recognize that they need to do something to assure that they are not somehow invalidating the substance of what they are communicating by use of electronic technology, Model 2 leaves one to wonder as to the *raison d'être* of the contract. Similarly absent from Model 2 is the expressed interest of trading partners in signing an agreement in order to set up and govern their electronic communication conduct. The last indication of initial intent present in Model 1, but missing from Model 2, is the concept that "the parties, intending to be legally bound, hereby agree".

There is no better groundwork to a successful business relationship than clearly stated intentions and positive statements that the parties do, in fact, agree. Model 1 provides these, as do many other contracts, in order to guide and assist those who enter into the agreement as to the context in which all of the specific terms and conditions which follow are to be interpreted. Model 2 has no equivalent language and as a result, sets a much more litigious tone and tenor from the opening paragraph onward.

Section 1.1

Model 2 retains a great deal of the Model 1 language. However, Model 2 manages to excise language which allows trading partners to exchange and rely upon transmissions of data which are not, strictly speaking, documents. This wipes out the concept that forms of electronic communication, either associated with the transmittal of documents or otherwise, such as HTTP responses, functional acknowledgments, time stamps and potentially email, could be properly relied on by the parties under this agreement. Model 1, with a single, simple and clear phrase, preserves the flexibility of trading partners to use other electronic tools when and as they see fit.

Model 2, having removed a simple provision, is then forced to define and describe every currently used form of electronic communication which is not a document. Model 2's approach to this issue is inferior in that it requires parties to constantly amend the agreement simply because they may wish to use a new electronic communication tool.

Section 1.2

Model 2 removes the defined term of Third Party Service Provider and replaces it with Electronic Communication Provider. Model 2's examples of an Electronic Communication Provider include and are limited to Internet Service Providers ("ISPs") and VAN service providers ("VANs"). The GISB Model EDI trading partner agreement has been in use for over two years and many trading partners rely on the services of a wide variety of Third Party Service Providers. In the best construct, Model 2 would appear to propose change simply for change sake. Viewed less positively, Model 2 would be seen to be unnecessarily restricting the role of Third Party Service Providers.

At best, Model 2's changes to this defined term are not warranted and are, at worst, seeming to invalidate or foreclose TransCapacity's way of providing service as we are more than either an ISP or VAN.

Section 1.3

Model 2 eliminates the concept that trading partners will maintain their systems and testing programs in such a fashion so as to ensure that documents can be "effectively and reliably" transmitted and received. Model 1 presents this concept in a complete form. Model 2's text, absent the objective clause, states only that parties will provide, pay for and maintain system components. Is this not obvious? Of what practical use is the Model 2 language in this instance?

Section 2.1

Model 2 rewrites the section concerning "Proper Receipt" and in so doing removes Model 1's basic cause and effect approach which clarifies when a receiving party's obligation to do something occurs. Model 1 rightly states that no document shall give rise to any obligation under the trading partner agreement until accessible to the receiving party at their designated receipt computer. Model 2 does not include this fundamental concept and this is a serious oversight.

Section 2.2.2.

Model 2 provides an incomplete definition of a functional acknowledgment by eliminating the precise terminology associated with this term. Model 1 informs that a functional acknowledgment is very specifically an ASC X.12 Transaction Set 997. Model 1 leaves no doubt as to the origin, structure, or format of the functional acknowledgment. Model 2 states what its version of a functional acknowledgment will contain but is missing the key information concerning its structure.

Section 2.2.3.

Model 1 contains an inclusive definition and proposed use for a response document. Model 2, on the other hand, does not allow a response document to confirm that another document has been received by the receiver, or indicate that the received transaction is syntactically correct. A Model 2 response document may or may not contain data sent by the receiving party to the sending party in response to information the receiver got from the received transmittal. This is because Model 2 does not say that the response will contain any particular information. Finally, trading partners trying to use Model 2 would not have the option to use a response document instead of a functional acknowledgment. Model 1 contains a much better, and more standard construct of the concept of a response document.

Section 2.2.4.

Model 2 is missing the idea that a functional acknowledgment, or response document if appropriate (see comment immediately above) is conclusive evidence that a document has been properly received. Granted, Model 2 does go to great lengths to dictate what trading partners shall do in the absence of functional acknowledgments or when faced with various messages in a functional acknowledgment. Model 2 is missing the key concept of why a functional acknowledgment is important to the trading partners.

Section 2.2.5.

The discussion contained in Model 1 as to which of the two trading partner's records govern concerning the contents of a properly transmitted and properly received document for which the receiver failed to generate a functional acknowledgment or response would seem to be a logical way of determining what was in the original document. This use of sender's records is only to be on an "as needed" basis. Model 2 is inexplicably missing this discussion.

Section 2.3

Model 2 eliminates the option for trading partners to designate an acceptance document. Model 1 provides the flexibility for trading partners to identify the final document in an iterative series of transaction exchanges. For example, Model 1 allows upstream and downstream pipelines, should they mutually agree, to designate an Operator Scheduled Quantity document as the final, acceptance transaction sent during the confirmation process. Model 2 removes this flexibility by eliminating the term "Acceptance Document".

Section 2.4.

Model 2 excises from the agreement the idea that if a trading partner receives a garbled transmission which they can tell is from one of their known trading partners, they will actively contact the sender of the document and indicate that there is a problem. Also missing from Model 2 is the idea that if the receiver sends a functional acknowledgment or response when, in fact, the received document can't be read, the parties should rely on the originator's record of content. Both Model 1 ideas are logical solutions to overcome potential communication impasses. These solutions are not available in Model 2.

Section 3.1.

Model 2 fails to include the concept that the trading partner agreement becomes part of the other agreements referenced within its own body, appendix or exhibits. This is a serious problem, given that one of the major purposes of an EDI trading partner agreement is to supplement the known, stated and otherwise prohibitive language contained in those other contracts and thereby enable parties to communicate business instructions in an electronic mode. Model 1 contains clear and specific language to accomplish this goal for good reason.

Model 2 then excludes the sentences which work together to support this concept and enable trading partners to choose the appropriate options in the event they have no written agreements to reference, but do have terms and conditions on printed order forms or pursuant to statute. Model 1 provides all options to meet the needs of those industry participants, such as processing plants or agencies of the federal government, who may conduct certain business pursuant not to bilateral contracts but rather pursuant to printed work/purchase orders or certain federal laws, respectively. Model 2, having failed to consolidate and consider all associated terms, then also removes the idea that the terms of the EDI Trading Partner Agreement will prevail in the event of a conflict.

The idea that the Model 1 language would somehow overrule any tariff provision is misguided because laws, regulations and orders of the federal government supersede contracts. Model 1 language is intended to address the situation when there are conflicts with respect to the specific subject matter (i.e. electronic communications in electronic format between the parties) as between two different signed contracts.

Model 1 language is superior to Model 2 in this instance because it is comprehensive and true to the intention of fully enabling electronic communications between willing trading partners of all types.

Section 3.3.1

Missing from Model 2 is the positive reinforcement of the trading partners' intentions in entering into this agreement. Model 1 states in this section that parties sign trading partner agreements with the express purpose that they wish to create binding business obligations as a result of electronic communications concerning business matters.

Model 2 seems to be generally against clearly stating within the agreement what the parties are trying to accomplish.

Section 4.2

Model 1 language stating that sections within the agreement are severable is removed from Model 2 and, in its stead, is Model 2 language which indicates that the sections within Model 2 are not severable. In short, if for some reason, a section or condition of Model 1 is determined to be invalid or unenforceable, only that specific portion is "removed" from the agreement and trading partners may continue to communicate electronically. If the same situation occurs with respect to an invalid or unenforceable portion of Model 2, the whole agreement is down the tubes and needs to be replaced, leaving trading partners in a bind. Model 1 has the more practical and enabling approach in this situation.

Section 4.3.

Model 1 includes language which specifically protects trading partners from the implication that by entering into an EDI Trading Partner Agreement the parties are obliged to enter into any of the transactions types which will be discussed electronically. This provision is extremely important to gas industry participants and it is entirely missing from Model 2.

Section 4.11

Model 1 includes a helpful reference glossary to help trading partners quickly locate defined terms. Model 2 is remiss in failing to provide a similar section.

Appendix

Model 1 includes header (Page __ of ___) and footer page numbering. In this way, parties are sure they have all of the appropriate pages when completing the appendix. Model 2 has only footer level, non total counts.

Model 1 includes the complete and exact GISB standard terminology, including the footnote designation with respect to entity common codes. Model 2 is non standard in it's "common code identifier" language. Model 2, by failing to be precise as to what is expected, frustrates the industry's attempts to get parties to use their correct, GISB defined Legal Entity Common Code (D-U-N-S®).

Model 2 is missing the space and notation necessary for parties to appropriately designate their Third Party Service Providers in the Appendix. Model 1 includes space for each of the parties to designate their respective Provider, conveniently placed right under each party's own company information.

Model 2 removes the language which actively states that the undersigned execute the Appendix and incorporate it into a specific EDI Trading Partner Agreement. Secondly, Model 2 misses the language which states that parties, by executing the Appendix, also ratify the EDI Trading Partner Agreement and any Exhibits which are attached to the Appendix. Again, an important concept in terms of understanding what is being agreed to this time in respect to the signature, is not there in Model 2. Model 1 contains this necessary language.

Exhibit

Model 2 Exhibits do not provide header level page numbering (footer level only) and are therefore very confusing. Model 2 has three different forms of Exhibit pages attached: one which is a table with additional information lines and space for signatures; one which is obviously meant to contain information relevant to Internet communications, also with space for signatures; and, one which works for VAN transmittals, again with lines for signatures. These Exhibit pages are numbered at the bottom and look to be three pages of the same Exhibit. However, why are signatures required on each of the three pages? Or are they three different Exhibits?

Model 2 compounds the confusion by failing to provide a unique title to the Exhibit pages, including neither a sequential Exhibit numbering scheme nor reference to particular transaction sets, to assist the trading partner to figure out which of these three pages are meant to go together, let alone which should be associated with any particular Appendix.

Model 1's Appendix and Exhibits display a well thought out numbering scheme and logical titles which are meant to make the entire agreement easy to complete with the right information.

Page v, Section 3.

Model 2 is missing the idea that mutually agreed provisions of the Exhibit will control in the event of any conflict with industry guidelines. Model 1 includes this concept, fully recognizing that what two trading partners mutually agree should obviously prevail in the face of a conflict with a guideline.

Page v, Section 4

Model 1 contains helpful instruction as to how to complete the section concerning security procedures. Model 2 is remiss in failing to include this language, albeit Model 2 does contain extremely detailed and precise directions about security in the body of the agreement which may be intended to address this issue.

Page vi, Section 5

Model 1 provides for trading partners to designate special terms and conditions. Model 2 does not.

Page vi, Section 6

Model 1 accommodates those parties who may have special needs with respect to data retention issues. Model 2 does not.

Page vi, Section 7

Model 1 both provides space and very clear, complete instructions as to referenced agreements which are to be positively enhanced by the operation of the EDI Trading Partner Agreement. Model 2 does not.

Page vii, Section 9

Model 1 includes a section for the purpose of designating confidential information. Model 2 does not.

Model 1 Exhibits constantly loop back to the body of the contract and remind trading partners of their range of options and choices. This makes the Model 1 Exhibit easier to complete than Model 2 and ensures that Model 1 parties have, in fact, considered their mutual electronic communications requirements very carefully.

Page vii, Signature

Finally, Model 2 does not, even though it has three separate opportunities (having three different sets of signatures) have parties actively sign the Exhibit consistent with the Agreement and also ratify the Agreement.

Model 1 includes the correct and necessary language immediately above the signature block.

Summary of Language included in Model 1 and omitted from Model 2.

As specifically noted above, Model 2 repeatedly fails to provide clear language as to why trading partners are entering into the agreement or any language to establish the framework of mutual intentions within which trading partners agree to cooperate. Model 2 is extremely short on simple expressions concerning the fundamental obligations of trading partners under the agreement and consequently becomes overly long with respect to who does what and when. Further, Model 2 is inconsistent in that it provides incomplete, incorrect definitions in instances when it should contain precise, unambiguous language and simultaneously provides scope limiting exact and exclusive language to describe flexible concepts.

Model 2 precludes, by omission, too many of the reasonable, practical and easily implemented solutions to situations which parties who communicate electronically are likely to need. Finally, Model 2, by failing to implement simple composition tools such as accurate titles and page numbering schemes, creates confusion with respect to the Agreement. Supporters of Model 2 might claim that all of the Model 1 language which is omitted in Model 2 is unnecessary because Model 2 is written in a different form, taking a more up-to-date approach.

The Registry and TransCapacity suggest that form should never be considered an acceptable replacement for substance in the context of a GISB EDI Trading Partner Agreement, or any GISB agreement for that matter. Nor should a modern and litigious tone be allowed to drown out the important ideas and concepts which are elegantly and accurately described in Model 1.

New in Model 2

The Registry and TransCapacity also compared Model 1 to Model 2 to identify new language which is included in Model 2 and not in Model 1. The following specific comments with respect to that which is added in Model 2 can be referenced by reviewing the MODEL 2 MARKED document attached. Again, language which is the same as that contained in Model 1 is shown in straight text (with a note at the right to show the Model 1 section); language which is new in Model 2 and benign or helpful is in italics; and new phrases, sections, and concepts which are troublesome are shown in bold. In a less than scientific visual overview, it appears that approximately thirty five percent of Model 2 is new and significantly different. The Registry and TransCapacity's comments in this section discuss the Model 2 text shown in bold.

Preamble

Model 2 indicates that its purpose is to "facilitate administrative matters exchanged between the parties ("transactions") in furtherance of the parties' communications in support of [describe the uses and/or agreements that this communication agreement will support] by providing the option for electronically transmitting and receiving data in agreed formats". Model 2's text in the preamble is opaque, and puts this "communication agreement" off to a rough start.

A second thought in relation to this confusing preamble is whether “communication protocol form” might be a better description of that which Model 2 intends to be, as opposed to a trading partner agreement. Model 1 and Model 2 are so fundamentally and drastically different that this may be a plausible explanation.

Section 1.1

There are four different problems with the new Model 2 language in this section. Firstly, it is awkward and confusing. For example, the first sentence contains all of the following ideas, some of which get in the way of the core idea: 1) Parties may electronically transmit and receive; 2) they can communicate any transaction sets; 3) which they by written agreement agree; 4) to utilize; 5) to effectuate the communications; 6) delineated in a such transaction sets; 7) each agreed upon transaction set, a Document and collectively documents.

The second problem is extraneous words which do not seem to add anything. These words are, "from time to time", "detailed specification", "referencing this agreement", and "electronic delivery mechanism" (in it's second occurrence).

The third problem is in the listing of items which are to be contained in the Exhibit. Is the list complete? Is it important that it be complete? What if the list is not? What if trading partners choose not to disclose their Digital Signatures through display in the Exhibit?

The fourth piece of new language in this section which bears scrutiny is that concerning the expansion of the concept of "Document" to "Data Communications" and subsequent listing of items which are considered part of Data Communications. Model 2 correctly recognizes that there are non Document electronic transmissions which have impact on trading partners. Whereas Model 1 contemplated that certain non Document electronic communications may be justifiably relied upon by the parties, Model 2 specifies these items and gives them more formal standing.

Questions to be considered in the context of Model 2's formulation include; Why is it necessary to list every tool? Does the list need to be complete to be enforceable? What happens if a new file transfer technology comes along and, for example, the time-stamp receipt response becomes obsolete?

In addition, Model 2's new language in this section requires serious consideration because in giving the "non Documents" this sort of standing within the agreement, Model 2 then goes on in later sections to provide lengthy descriptions of the roles each of these Data Communications play in a particular electronic data exchange process.

Section 1.2.

Model 2 unnecessarily changes the definition of Third Party Service Provider through the addition of new language, as previously addressed in these comments.

Model 2 makes a second use of the word "effectuated", (first use is in section 1.1). The intended meaning in section 1.2 would be better served by use of the word "transmitted". Effectuated in this instance creates unnecessary ambiguity and the potential for misunderstanding with respect to how Data Communications get from one party to another.

Model 2 is very specific with respect to what a receipt computer may be. The problem with this language is that it is extremely narrow, and eliminates other potential electronic addresses which trading parties should have the option of using now or in the future.

Model 2 adds a new, short phrase concerning parties being liable for their provider who is "handling Data Communications". What does the concept of "handling" add in the way of clarification to a litany of activities which includes transmitting, retrieving, receiving, storing or performing related activities? This new phrase is unclear and the intent behind its inclusion is unknown.

Section 1.3

Model 2 adds language to the title of this section to cover "Security Procedures" and then proceeds to state that they are set forth in the Exhibit. Perhaps this text is intended and better placed elsewhere in the document as it serves as a misdirect in this instance.

Section 1.4

New language in this section consists of the addition of the word "Digital" to the old concept of a Signature Code and two confusing phrases. Model 2 includes the vague idea that digital signatures within a Document "may be required by the Standards" and then goes on, in the same sentence, to reiterate the concept that parties might agree to send these signatures inside a Document. If something is required by a standard, there is no need to say so in the EDI Trading Partner Agreement between two parties. This new phrase is unnecessary.

Section 1.5

Model 2 is entirely original with respect to incorporating this text into the body of an EDI Trading Partner Agreement. This section is informative and technically accurate. However, on it's own, it hangs without any supporting language concerning why trading partners use keys. Further, Model 2's new language presents a specific process as a default and then puts the burden on the trading partners to unwind these details in the Appendix in order to match what they have mutually agreed to do in this regard. This form of description and level of detail may belong at the Appendix, or Exhibit level of the Agreement as negotiated text, but it should not be represented in the body as a standard procedure.

Section 2.1

Model 2 rewrites the concept of "Proper Receipt" and describes the roles of various non-Documents which were earlier defined in Model 2 Section 1.1 as Data Communications. A disadvantage of Model 2's approach is that it is very inflexible with respect to new ways of conducting business electronically. Model 1's outcome and intent oriented approach enables shifts to new methods of electronic communication without the risk of suddenly finding that the EDI Trading Partner Agreement in use doesn't accommodate changes in method.

Model 2 includes a sentence concerning time stamp receipt responses or records which is so specific it raises the basic question of whether an EDI Trading Partner Agreement is the appropriate place to set technical standards?

Section 2.2

Model 2's new language is entirely devoted to describing business processes in a step-by-step fashion. Is it appropriate to set standards, business practice standards, in the context of an EDI Trading Partner Agreement which is woefully remiss in stating its purpose and the intentions of the parties?

Model 2's new text also establishes a new term, a "Functional Acknowledgment Deadline." This new deadline has force and effect on the trading partners. Again, Model 2's language is well written and precise with respect to describing how reasonable people actually react in the situations in which Functional Acknowledgments are agreed to and return time frames set forth in the exhibits of Model 1. The additional definition and associated process of Model 2 would seem to be an unnecessary description of practices which are well established.

A general thought concerning the well written, precise descriptions of certain technical procedures used by many, but not all, parties is that as good as the language may be, it does not belong in a trading partner agreement. This type of language should be considered by the BPS and FTTF in their efforts to address R97104, which deals with, in part, testing procedures including developing precise descriptions of what needs to be tested with respect to systems, software, equipment and associated communication practices.

Section 2.3

Model 2's formulation of the concept of a response document, as discussed earlier is a problem. Model 2, being aware that there is another, broader definition of response document widely understood, wisely limits its definition "for purposes of this agreement". A second problem is that the new language used in Model 2 to describe the contents of the response document does not seem complete as a sentence. Thirdly, any definition of "response document" which includes, what is "not" contained in the response document is a definition which improperly answers questions which would not be raised if the definition were complete and clear at the outset.

Section 3.1

Model 2's new language would seem to be merely redundant given that the concept of terms being proven to be invalid or unenforceable is covered in Section 4.2. However, this new language speaks of particular sources of conflicts causing provisions to be invalid or unenforceable. It is very unclear what this language means or why it is needed.

Section 3.2

Model 2's inclusion of the terms "pursuant to applicable law", "at law", and "and the applicable uses and agreements set forth in the preamble hereof between the parties" adds nothing at all to this section which is otherwise the same as Model 1.

Section 4.2

Model 2 reverses Model 1's severability language, as discussed earlier. Model 2's insistence that the agreement be non-severable is not warranted by any actual experience showing problems with having the trading partner agreement be severable. GISB's existing Model has included the severability language as in Model 1 for over two years, with no ill effect.

Section 4.3

Model 2 uses the phrase "as and when executed by the parties" which is less clear than simply stating that "each EDI Appendix and Exhibit, when signed" etc. A second question is whether or not the structure of Model 2 is limiting trading partners to just one Appendix by the repeated use of the phrase "the Appendix". It is easily contemplated that the type of information contained in the Appendix could apply to a specific geographic or business location of one or the other trading partner. Model 2, by its structure, should not preclude businesses from simply adding new appendices/exhibits in order to accommodate the same companies communicating electronically between different branch offices.

Section 4.5

Model 2 adds language which may be intended to waive UCC warranties. The Registry and TransCapacity understand that the UCC warranties which this language is intended to address apply only to products and not to services or electronic communications. The UCC is under review with the intention to, among other things, drastically broaden its scope. Model 2's new language is currently not needed and it would be premature for GISB to suggest that trading partners waive as yet unknown statutory warranties which they may very well wish to include.

Section 4.7

Model 2 adds an entirely new section to the agreement to deal with the right of parties concerning changes to versions. This Section of Model 2 was a very late concept in the drafting process and necessitated by the unacceptable behavior of certain parties who had singularly failed to advise their trading partners as to the version of standards they intended to adhere to, and subsequently failed to advise of a planned version switch. In short, this Section is added to Model 2 to address and discourage bad behavior.

This issue is important and is being addressed elsewhere in GISB. The language Model 2 Section 4.7 includes may represent the best business practice in these matters and should be brought to the attention of the FTTF and BPS as they are reviewing version change issues in R97103. Model 2's addition of Section 4.7 text to the body of the EDI TPA would appear to be premature and may possibly be an inappropriate solution.

Appendix

Page A-i, Section 2

Model 2, in providing guidance as to referencing standards lists only ANSI, and not GISB. GISB issues standards and a GISB agreement should recognize this.

Page A-i, Section 3

Model 2 adds to the confusion by listing items having very different degrees of accountability, all under the guise of "guidelines". The intent of the language appears to be to add reference in the trading partner agreement to specific FERC Orders. Orders would hardly qualify under any reasonable review as guidelines. Further, it adds nothing to the agreement to suggest that trading partners need to maintain a list of orders which may or may not have any application to the trading partner relationship or exchange of data.

Exhibit

Page E-i

Model 2's new language here carries over the same concept from the Appendix that trading partners need to maintain an ongoing roster, within the trading partner agreement of FERC Orders. This is unnecessary.

A better approach would be to await the determinations of the FTTF and BPS as to appropriate business practices with respect to version changes.

Page E-ii

Model 2 includes space in its table for a number of pieces of information which are necessary, but listing them in an exhibit to a contract may not be appropriate. In particular, PGP User ID (same as a public key?) is contemplated to be changed pursuant to a schedule. Model 2 suggests that each time trading partners exchange a new key, they must amend and sign a replacement exhibit to the trading partner agreement. This could generate an enormous amount of paper shuffling, with no obvious benefit. Trading partners who properly exchange keys pursuant to the procedures they mutually set when signing the trading partner agreement, will start using them exactly when they plan to. Yet another piece of paper with administrative or executive level signoff, in the form of a whole new exhibit just to show the PGP User ID adds nothing to the process.

Model 2 adds lines for backup (meaning backstop?) and error addressing. These items are not well suited to be cast in stone as they are quite likely to be different each time a situation arises which necessitates use of an alternate Internet or other address. Trading

partners typically shift load between computing centers and resources on a daily basis. In other words, if the production address is down today, trading partners may be advised to send to a different address than they would send to if production is down again in three weeks time. These items probably should not be included in the table.

Summary of Comments

The Registry and TransCapacity wish to reiterate their thanks to the members of the MTPA Task Force for their efforts on the two different EDI Trading Partner Agreements. The resulting Model 1 and Model 2 proposals have identified and defined issues of importance, such as new terms necessary to Internet communication, and items of concern, such as version changes and their impact on trading partners. The deliberations of the MTPA Task Force over the past five months have been most informative with respect to how Internet communications work as well as how each of the terms and conditions set forth in GISB's original Model EDI TPA functions to advance electronic communications. In addition, we have all been specifically reminded of the types and frustrating nature of problems which arise when trading partners are not engaged in a balanced, bilateral exchange of information, be it electronic or otherwise.

In answer to the only question GISB faces today in conclusion of its process with respect to R97035 and R97060; "Which of the two models best meets the needs of the natural gas industry, now and in the future, with respect to enabling the electronic communication between willing trading partners", the Registry and TransCapacity believe the answer is, Model 1.

Model 2's shortcomings with respect to its lack of clear intent, its scope limiting attention to detail which does not belong in a trading partner agreement, and its inflexible construction which requires constant revision as new electronic methods become available, make it unsuitable for GISB's purposes as an EDI Trading Partner Agreement.

GISB's Model EDI Trading Partner Agreement, refined to accommodate the Internet, Model 1, remains the best model for the industry as a whole and all trading partners, regardless of segment. It is a real agreement. It has simple and clear purposes. Model 1 is flexible enough to easily accommodate any new electronic methods, requiring only the addition of defined terms and provision of appropriate space at the Appendix and Exhibit levels.

Finally, the core concepts of the original GISB Model remain sound. The fact that there are those in our industry who do not necessarily appreciate a balanced, mutually agreed approach to business communications and transactions does not mean that the approach is flawed. For these, and all of the reasons stated earlier in these comments, the Registry and TransCapacity urge the EC to reconfirm its support for Model 1 as the single GISB agreement of choice with respect to EDI Trading Partner matters.

MODEL 1 MARKED

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 known 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.

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.

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. Unless otherwise stated in the Appendix, the sending party shall pay all costs to get its data to the receiving party's Receipt Computer (below defined) and the receiving party shall pay all costs to retrieve the data.

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 the 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. This provision does not limit any claim of a party against a Provider in respect of any act or omission.

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**. Any special data retention requirements shall be 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 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) which are to be affixed to or contained, where required, in the

Document transmitted by such party ("Signature Code(s)"). Such Signature Code(s) shall be specified in the Appendix. In such cases where a Signature Code(s) is required for one or more Transaction 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 Document shall be sufficient to verify such party originated such Document(s). Neither party shall disclose to any unauthorized person the Signature Code(s) of the other party.

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.** The Receipt Computer shall be defined in the Appendix as the receiving party's electronic mailbox or Uniform Resource Locator ("URL"), which describes the protocols which are needed to access the resources and point to the appropriate Internet locations. 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 or URL 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 in 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 document as 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. Retransmissions. 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.

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, 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 notice defining which terms of this Agreement are affected, and the reasons therefor, and may provide notice of termination of this Agreement as provided in Section 4.7, 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. 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 Code ("Signed Documents") 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 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 either 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. 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 transaction; further 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.

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.

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 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 law 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 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 and which, by the exercise of due diligence, such party is unable to prevent or overcome.

4.6. 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 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. 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
Uniform Resource Locator, URL	Section 2.1
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
Legal Entity Common Code	Appendix
Electronic Delivery Mechanism	Exhibit I-XXX, Section 1

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

Company Name: _____ Company Name: _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

APPENDIX
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATE _____
TO BE EFFECTIVE _____ (DATE)

COMPANY NAME _____
STREET ADDRESS _____
CITY _____ STATE/PROVINCE/COMMONWEALTH

ZIP/POSTAL CODE _____

ATTENTION

(NAME, TITLE)

PHONE _____ FAX _____

OTHER NOTICE METHOD & ADDRESS

LEGAL ENTITY COMMON CODE (D-U-N-S® Number¹) _____

PROVIDER NAME (If any) _____

COMPANY NAME _____
STREET ADDRESS _____
CITY _____ STATE/PROVINCE/COMMONWEALTH

ZIP/POSTAL CODE _____

ATTENTION

(NAME, TITLE)

PHONE _____ FAX _____

OTHER NOTICE METHOD & ADDRESS

LEGAL ENTITY COMMON CODE (D-U-N-S® Number¹) _____

PROVIDER NAME (If any) _____

ALLOCATION OF COSTS:

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

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

¹

A registered trademark of Dun & Bradstreet Corporation

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

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

COMPANY NAME: _____

COMPANY NAME: _____

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

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:

ROW NUM	ITEMS	ORIGINATING PARTY	RECEIVING PARTY
1	COMPANY NAME		
2	EDI CONTACT PHONE NUMBER		
3	PROVIDER NAME (if different from that in the Appendix)		
4	RECEIPT COMPUTER URL (host name or IP address, any non-standard port, directory, program name, as necessary)		
0	Basic Authentication userid		
0	Basic Authentication password		
0	HTTP from/to tag		
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 I-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 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, authentication, and PGP version .)**

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

EXHIBIT I-XXX (Sequential Number)

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

COVERING TRANSACTION SET NUMBER _____

e) Emergency public encryption key exchange procedures

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 I-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".)

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

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 _____

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 CONTACT PHONE NUMBER		
3	PROVIDER NAME (if different from that in the Appendix)		
4	RECEIPT COMPUTER 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 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, 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

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 _____

MODEL 2 MARKED

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

This ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (this "Agreement") is made as of [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' communications in support of** [describe the uses and/or agreements that this communication agreement will support] **by providing the option for electronically transmitting and receiving data in agreed formats.**

Preamble

MTPA E.7

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 Signatures," "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, an electronic delivery mechanism error notification, or a time-stamp receipt 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 identified in the Appendix hereto (the "Appendix") and published industry guidelines identified in either the Appendix or the applicable EDI Exhibit (collectively, the "Standards"). 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.

MTPA 1.1

MTPA 1.1

MTPA 1.1

1.2. Electronic Communication Providers/Costs. **Data Communications will be effectuated electronically** to each party 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 associated with the transmission of Data Communications to the "Receipt Computer," *which shall be that computer designated in the EDI Exhibit for Receiver, including costs of its Provider, if any,* and Receiver shall pay all costs associated with the retrieval and receipt of Data Communications, including costs of its Provider, if any. **Each 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,

MTPA 1.2.1

MTPA 1.2.1

MTPA 1.2.2

MTPA 1.2.3

MODEL 2 MARKED

retrieving, receiving, storing or **handling 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 Data Communications, Sender shall be liable for the acts or omissions of such Provider related to activities associated with the transmission of the 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 Communications*. This provision does not limit any claim of a party against any Provider in respect of any act or omission. MTPA 1.2.3

1.3. **System Operations and Security Procedures**. The equipment, software, services and testing necessary to transmit retrieve and receive Data Communications shall be at each party's sole expense. Each party shall properly use those security procedures set forth in the Appendix. MTPA 1.3
MTPA 1.4

1.4. **Digital Signatures**. Each party may adopt as its signature a *digital signature identification ("Digital Signature")* consisting of symbols or codes which are to be affixed to *the encrypted Document or otherwise 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 Signature is required for a Document, the requirement shall be specified in the applicable EDI Exhibit. Each party agrees that *the Digital Signature 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 Signature of the other party. MTPA 1.5
MTPA 1.5
MTPA 1.5
MTPA 1.5

1.5. **Keys**. Unless otherwise specified in the Appendix, each party shall maintain a "**public key**," a key utilized in conjunction with an encryption algorithm 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 attached thereto. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key 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 immediate prior notice 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 HTTP response initiated by Receiver or, if applicable, the availability to Sender of other time-stamp receipt record, in each case indicating complete receipt of the Document in accordance with any applicable Standards. The time-stamp receipt 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 receipt response*

MODEL 2 MARKED

or record to be utilized by the parties shall be set forth in the Appendix. No Document shall have any effect (a) for which the HTTP response is not received by Sender or, if applicable, the other time-stamp receipt record is not available to Sender, (b) for which a time-stamp receipt response or record indicating error is applicable or (c) for which an electronic delivery mechanism error notification 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 there has been a proper receipt by Sender of a Functional Acknowledgment to a Document indicating error 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. If there has not been a proper receipt by Sender of a Functional Acknowledgment or a Response Document (below defined) to a Document for any reason within the "Functional Acknowledgment Deadline" indicated in the applicable EDI Exhibit for such Document, Sender shall contact Receiver to determine the status of the Document and arrange a recommunication of the Document in accordance with the Standards as may be necessary.**

MTPA 2.2.1

MTPA 2.2.1

MTPA 2.2.1

2.3. Response Document. By mutual agreement, the parties may designate in the applicable EDI Exhibit a "Response Document" transaction set. **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 pursuant to the applicable uses or agreements set forth in the preamble hereof. A Response Document does not include the time-stamp receipt response specified in Section 2.1 hereof.**

MTPA 2.2.3

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. **Should such conflicts between this Agreement and any tariff or other governmental obligation result in the invalidity or unenforceability of any provision of this Agreement, Section 4.2 shall apply.**

MTPA 3.1

3.2. Validity, Enforceability and Confidentiality. Any Document properly transmitted pursuant to this Agreement shall be deemed to be a "writing" or "in writing" **pursuant to applicable law.** Any Document when containing, or to

MTPA 3.3.2

which there is affixed to its encryption, a Digital Signature (a "Signed Document") shall be deemed for all purposes hereunder **and at law** to have been "signed." Any Document or Signed Document shall be deemed 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 *Document* or 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 applicable uses and agreements set forth in the preamble hereof 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 signed by the party to be bound thereby. A *Document* or 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 Document or Signed Document under either the business records exception to the hearsay rule or the best evidence rule on the basis that such Document or 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 applicable agreements set forth in the preamble hereof between the parties**, other written agreements between the parties or by applicable law.

MTPA 3.3.3

MTPA 3.3.4

MTPA 3.2

MTPA 3.2

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.*

MTPA 4.1

MTPA 4.1

4.2. Agreement Not Severable. If any provision of this Agreement is determined to be invalid or unenforceable by a court of law or other applicable administrative agency, 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 from any Data Communications effected under this Agreement prior thereto and the provisions of Section 3.2 shall not be affected.

4.3. Entire Agreement. As and when executed by the parties, each EDI Exhibit and the Appendix 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

MTPA 4.3

MODEL 2 MARKED

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. MTPA 4.9

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 of America*] which would result in reference to the laws or rules of another jurisdiction. MTPA 4.4

4.5. Exclusion of Certain Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR **ANY IMPLIED OR STATUTORY WARRANTIES UNDER APPLICABLE LAW, EACH PARTY HEREBY DISCLAIMING AND WAIVING ITS RIGHTS THERETO, NOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, IN EACH CASE 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.** MTPA 4.6

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 by receipted electronic mail, or given by facsimile 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.* MTPA 4.7

4.7. Industry Guideline Versions and Other Matters. The EDI Exhibit shall include the identification of the industry guideline version to be utilized in connection with each transaction set. If thereafter the Federal Energy Regulatory Commission or successor governing jurisdictional agency adopts by order, rule or regulation a new version applicable to a transaction set, then either party may notify the other party of its intent to implement the new version. Further, if thereafter the Federal Energy Regulatory Commission or successor governing jurisdictional agency adopts by order, rule or regulation directed to either party any other requirement applicable to a transaction set, then such party may notify the other party of its intent to implement such requirement. From the date of delivery of any such notice, a period of 60 days, or such lesser period as may be otherwise required, shall be allowed for implementation of the new version or other requirement by the parties, unless the parties mutually agree in writing to a different implementation period. Should either party desire implementation of a new version or other matter which has not then been adopted by order, rule or regulation as above provided, then such party may notify the other party of its proposed change. If the parties thereafter mutually agree in writing to the proposed change and an implementation period therefor, the change shall be implemented in accordance with such agreement. If no such agreement is then reached, no change shall occur on the basis of the proposal.

4.8. Force Majeure. No party shall be liable for any failure to perform its MTPA 4.5

MODEL 2 MARKED

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.

4.9. 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.

MTPA 4.8

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.

MTPA 4.10
Signing

COMPANY NAME: _____

BY: _____

NAME: _____

TITLE: _____

COMPANY NAME: _____

BY: _____

NAME: _____

TITLE: _____

MODEL 2 MARKED
APPENDIX TO ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT DATED _____
APPENDIX DATED _____
APPENDIX EFFECTIVE _____
(Applies to All Transaction Types)

1. IDENTIFICATION AND ADDRESSES:

■ COMPANY NAME _____
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 _____
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 and issuing organizations, **such as the standards of the American National Standards Institute.**

Selected standards include, as applicable, data dictionaries, segment dictionaries and transmission controls referenced in the standards for the transaction sets contained in the EDI Exhibit.

3. INDUSTRY GUIDELINES: Specify all applicable published industry guidelines, **regulations, or orders directed at either party, such as Gas Industry Standards Board guidelines as adopted by the Federal Energy Regulatory Commission or successor governing jurisdictional agency.** [The industry guidelines may be alternatively identified in the EDI Exhibit.]

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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 RECEIPT RESPONSE: _____

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

COMPANY NAME: _____

BY: _____

NAME: _____

TITLE: _____

COMPANY NAME: _____

BY: _____

NAME: _____

TITLE: _____

MODEL 2 MARKED
 EXHIBIT TO ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT DATED _____
 EXHIBIT DATED _____
 EXHIBIT EFFECTIVE _____

Internet Information

The Undersigned Companies will use the Internet as:
 Primary EDI Communications
 Backup to VAN

Electronic Communication Provider, Receipt Computer and any Back-up or Alternate:

	Company _____	Company _____
ISA Qualifier		
ISA 06/08 Interchange ID		
PGP User ID (alpha, spaces, numbers only; no special characters)		
HTTP From/To Tag		
Production URL Address		
Production URL Path/Port		
Production URL Directory/Program Name		
Production URL User Name/Password		
Data Element Transaction Set Supported in HTTP Envelope: Yes/No		
Backup URL Address (Optional)		
Backup URL Path/Port (Optional)		
Backup URL Directory/Program Name (Optional)		
Backup URL User Name/Password (Optional)		
Data Element Transaction Set Supported in HTTP Envelope: Yes/No (Optional Backup)		
Error URL Address (Optional)		
Error URL Path/Port (Optional)		
Error URL Directory/Program Name (Optional)		
Error URL User Name/Password (Optional)		
Data Element Transaction Set Supported in HTTP Envelope: Yes/No (Optional Error)		

Reference is made to the Electronic Data Interchange Trading Partner Agreement between the undersigned pursuant to which this EDI Exhibit is executed.

COMPANY NAME: _____

BY: _____

NAME: _____

TITLE: _____

COMPANY NAME: _____

BY: _____

NAME: _____

TITLE: _____

MODEL 2 MARKED
 XHIBIT TO ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT DATED _____
 EXHIBIT DATED _____
 EXHIBIT EFFECTIVE _____
 [Optional Exhibit Page]

Value-Added Network Information

The Undersigned Companies will use a Value-Added Network (VAN) as:

- Primary EDI Communications
 Backup to Internet

Electronic Communication Provider and Receipt Computer:

	Company _____ _____	Company _____ _____
Value Added Network (VAN)		
VAN Account ID		
VAN User ID		
ISA Qualifier		
ISA 06/08 Interchange ID		

Reference is made to the Electronic Data Interchange Trading Partner Agreement between the undersigned pursuant to which this EDI Exhibit is executed.

COMPANY NAME: _____

BY: _____
 NAME: _____
 TITLE: _____

COMPANY NAME: _____

BY: _____
 NAME: _____
 TITLE: _____