

**ELECTRONIC DATA INTERCHANGE**

**TRADING PARTNER AGREEMENT**

2

4

6

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

8

**RECITALS**

10

12

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

14

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

16

18

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, ~~E~~electronic ~~D~~data ~~I~~interchange ("EDI") Transactions.

20

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:

22

**Section 1. Prerequisites.**

24

26

28

30

1.1 Data Communications. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s), as such Exhibits may be revised by written agreement (collectively "Documents"). Any transmission of data which is not a Document, a ~~F~~functional ~~A~~acknowledgement, ~~-a response document,~~ an ~~E~~electronic ~~D~~elivery ~~M~~echanism error notification, or a time-stamp receipt response or record (collectively "Data Communications") shall have no force or effect between the parties. All Data Communications shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Appendix. The Appendix to this

32 Agreement is attached hereto and made a part hereof; the Appendix and Exhibit(s)  
thereto hereafter are referred to as the "Appendix". Any modification of the provisions  
contained in the body of this Agreement will be effective as set forth on the Appendix.

34 1.2. Third Party Service Providers.

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

40 1.2.2. Each party shall be responsible for the costs of any Provider with whom ~~which~~ it  
contracts, unless otherwise set forth in the Appendix.

42 1.2.3. Notwithstanding the acts or omissions of its Provider, for purposes of this  
Agreement, each party is responsible for transmitting, receiving, storing or handling  
Data Communications, to the extent required to and performing related activities, for  
44 such party-effectuate Transactions pursuant to with respect to the provisions of Ssection  
2.

46 1.3 System Operations. Each party, at its own expense, shall provide and maintain the  
equipment, software, services and testing necessary to transmit to and receive from the  
48 parties' respective Rreceipt Ceomputers the Data Communications.

1.4 Security Procedures

50 1.4.1 Each ppparty shall use those security procedures specified in the Gas Industry  
Standards Board ("GISB") standards and the Appendix. ~~The manner in which public~~  
52 encryption keys are to be changed or exchanged will be specified in the Appendix.

54 1.4.2 Security Key Exchanges. The parties shall maintain a "public key" used to  
facilitate secureprivate electronic communication. The parties shall change their public  
key on a routine schedule set forth in the Appendix. However, in emergency situations in  
56 which it is necessary to change a key immediately, each party shall provide the other party  
with immediate notice of the change. Each party shall provide to the other its public key  
58 by either: (a) a certified or receipt mail service using a diskette with the public key  
contained in an ASCII text file; or, (b) an electronic simple mail transfer protocol  
60 ("SMTP") mail message with the public key contained in the body. The public key shall  
be verified by the party to whom it is sent by validating the fingerprint of the public key by  
62 phone, or by other comparable means.

64 ~~1.5 Signatures Each party shall may adopt as its signature an electronic identification~~  
66 ~~consisting of symbol(s) or code(s) which are to be affixed to or contained, where~~  
68 ~~required, in the Document(s) transmitted by such party ("Signature Code(s)"). Such~~  
70 ~~Signature Code(s) shall be specified in the Appendix. In such cases where a Signature~~  
72 ~~Code(s) is required utilized for one or more Transaction Set(s), the requirement such~~  
~~usage shall be specified in the Appendix applicable to such Transaction Set(s). If a~~  
~~Signature Code(s) is utilized, 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.~~

74 ~~1.5 Signatures. Each party shall shall adopt as its signature private keys which shall be~~  
76 ~~applied to each document transmitted by such party ("Digital Signature "). Such Digital~~  
~~Signature when decrypted by the recieving party will be used to authenticate the identity~~  
~~of the sender .~~

## **Section 2. Transmissions.**

### 78 2.1 Proper Receipt

80 2.1.1— Documents shall not be deemed to have been properly received, and no  
82 Document shall give rise to any obligation, until accessible to the receiving party at such  
84 party's Receipt Computer designated in the Appendix as evidenced by the receipt by  
sender of the HTTP response initiated by receiver. The HTTP response shall specify  
the date and time of receipt of a Document at the receiving Internet server (also called  
"time-c"). No Document shall have any effect if the HTTP response is not received by  
sender, or if the HTTP response indicates an error.

86 2.1.2 ~~Reciept Computer~~ The "Receipt Computer" shall be defined in the Appendix as  
88 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  
90 transmit and receive Documents, the Receipt Computer shall be defined in the Appendix  
92 as the receiving party's ~~electronic mailbox or~~ URL provided by the receiving party's  
Provider.

### 2.2. Verification.

94 2.2.1. Upon proper receipt of any Document, the receiving party shall verify that the  
 96 Document originated from an authorized trading partner, and process the decryption of  
 the Document. If the Document is verified and the decryption is successful, the receiving  
 98 party shall transmit a Functional Acknowledgment~~functional acknowledgment~~ in return. If  
 the Document is verified and the decryption is unsuccessful, ~~the receiving party shall~~  
 100 ~~send the applicable error message to the sending party. The sending party shall~~  
~~promptly retransmit the Document or otherwise contact the receiving party~~~~contact the~~  
 102 ~~sending party to determine the status of the Document and arrange a recommunication~~  
~~of the Document, if applicable.~~

2.2.2. ~~For the purposes of this Agreement, a "Functional Acknowledgment" means~~  
 104 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  
 106 Document are syntactically correct or not, 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  
 108 Document" Transaction Set as a substitute for or in addition to an ASC X.12  
 110 Transaction Set 997. A "Response Document~~response document~~" confirms that a  
 Document ~~(in the format specified by such acknowledgment)~~ has been received, and  
 112 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  
 114 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~~  
 116 ~~functional acknowledgments shall apply to such response documents.~~

2.2.4. If there has been a proper receipt by sending party of a Functional  
 118 Acknowledgment~~functional acknowledgment~~ or a Response Document~~response~~  
~~document~~, and such functional acknowledgement or Response Document~~response~~  
 120 ~~document~~ indicates an error, neither party shall rely on the portion of the Document in  
error or full Document in error if known and sending party shall contact receiving party to  
 122 determine the status of the Document and arrange a recommunication of the Document.  
 If there has been proper receipt by sending party of a Functional  
 124 Acknowledgment~~functional acknowledgment~~ or Response Document~~response document~~  
 which does not indicate any error, the Functional Acknowledgment~~functional~~  
 126 ~~acknowledgment~~ or Response Document~~response document~~ shall constitute conclusive  
 evidence a Document has been verified~~properly received~~.

128 2.2.5. ~~If there has been proper receipt pursuant to Section 2.1 and verification and~~  
130 ~~successful decryption pursuant to Section 2.2.1 and if the Receiving Party nevertheless~~  
~~fails to transmit a functional acknowledgement, the Sending Party's In the event the~~  
132 ~~receiving party fails to promptly and properly transmit a functional acknowledgment as~~  
~~specified in Section 2.2.1 or response document in return for a properly received~~  
134 ~~Document, where required, the originating party's records of the contents of the~~  
~~Document shall control.~~

136 2.2.6 ~~In the event the parties have mutually agreed to use a "Response~~  
~~Documentresponse document" in substitute for a Functional Acknowledgmentfunctional~~  
138 ~~acknowledgment, and i-f there has been proper receipt pursuant to Section 2.1 and~~  
~~verification and successful decryption pursuant to Section 2.2.1 and if the receiving party~~  
140 ~~nevertheless fails to transmit a Response Document and the receiving party fails to~~  
~~transmit a "response document" as specified in Section 2.2.1, the Sending Party's~~  
~~originating party's records of the contents of the Document shall control.~~

142 ~~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~~  
144 ~~and until the party initially transmitting such Document has properly received in return an~~  
~~Acceptance Document (as specified in the Appendix).~~

146 ~~2.5. Retransmissions. If the originating party of a Document has not properly received a~~  
~~corresponding functional acknowledgment or response document within the~~  
148 ~~Retransmission Timeframe indicated in the Appendix, the originating party shall~~  
~~retransmit the Document.~~

150 **Section 3. Transaction Terms.**

152 3.1. ~~Terms and Conditions.~~ This Agreement is intended to facilitate Data  
Communications Transactions subject to be considered part of any other underlying  
154 written agreement(s) between the parties concerning the Transactions related to  
effectuating (e.g. transportation or sales) which would be conducted pursuant to  
156 underlying written agreements. In the event of conflict between this Agreement and the  
subject with underlying written agreement(s), the terms and conditions of the underlying  
agreement(s) shall control.

158 In the absence of any other written agreement applicable to Data Communications any  
Transaction made pursuant to this Agreement, such Data Communications Transaction  
160 (and any related communication) also shall be subject to [CHOOSE ONE]:

162 [A] those terms and conditions, including any terms for payment, included in the  
Appendix(ices).

164 ~~[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  
166 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  
168 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.

170 [B] such additional terms and conditions as may be determined in accordance with  
applicable law.

172 ~~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  
174 4.1 of this Agreement, if any party determines that Data Communications under this  
Agreement ~~are altered by a subsequent change to a party's her that party's existing~~ tariff  
176 or ~~an~~ obligation imposed by a governmental entity exercising jurisdiction over that party,  
then the affected party shall give ~~reasonable immediate~~ notice defining which Data  
178 Communications under 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,  
180 effective immediately upon receipt of such notice by the other party to this Agreement.

182 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.

184 **3.3. Validity: Enforceability.**

186 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 Data  
Communications Documents specifying certain of the applicable terms.

188 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  
190 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")  
192 shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an

194 "original" when printed from electronic files or records established and maintained in the  
normal course of business.

196 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  
198 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.

200 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  
202 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  
204 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  
206 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  
208 basis that the Signed Documents were not originated or maintained in documentary form.

**Section 4. Miscellaneous.**

210 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  
212 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  
214 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  
216 Agreement prior to the effective date of termination.

218 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  
220 such remaining provisions.

222 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  
224 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

226 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  
228 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,  
230 claim or action as a result of this Agreement.

4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance  
232 with the laws of the state [commonwealth], [province] of \_\_\_\_\_,  
excluding any conflict-of-law rules and principles of that state [commonwealth] [province]  
234 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  
236 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  
238 limitation, any mechanical, electronic or communications failure) which prevents such  
party from transmitting or receiving any documents and which, by the exercise of due  
240 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  
242 special, incidental, exemplary or consequential damages or expenses arising  
from or as a result of any delay, omission or error in the electronic transmission  
244 or receipt of any Data Communications pursuant to this Agreement, even if either  
party has been advised of the possibility of such damages and REGARDLESS OF  
246 FAULT. Any limitation on direct damages to software and hardware arising from  
Data Communications electronic transmissions under this Agreement shall be set  
248 forth in the Appendix.*

4.7. Notices. All notices required or permitted to be given with respect to this Agreement  
250 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  
252 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  
254 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  
256 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  
258 party's affiliate or successor in interest shall be permitted without prior consent if such  
party assumes this Agreement.

260 4.9 Waivers. No forbearance by any party to require performance of any provisions of this  
 262 Agreement shall constitute or be deemed a waiver of such provision or the right  
 thereafter to enforce it.

264 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.

266 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
<del>E</del> electronic <del>D</del> ata <del>I</del> nterchange, EDI	Recital
Data Communications	Section 1.1.
Documents	Section 1.1
Appendix	Section 1.1
Provider	Section 1.2.1
Signature Code(s)	Section 1.5
Public Key	Section 1.4.1
Uniform Resource Locator, URL	Section 2.1
Receipt Computer	Section 2.1
<del>Functional Acknowledgment</del> functional acknowledgment	Section 2.2.2
<del>Response Document</del> response document	Section 2.2.3

Signed Documents	Section 3.3.2
Legal Entity Common Code	Appendix
Electronic Delivery Mechanism	Exhibit I-XXX, Section 1

268

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

270

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

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

272

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

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

274

Page \_\_\_\_ of \_\_\_\_

APPENDIX

276

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATE \_\_\_\_\_

278

TO BE EFFECTIVE \_\_\_\_\_ (DATE)

280

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

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

282

CITY \_\_\_\_\_

STATE/PROVINCE/COMMONWEALTH

\_\_\_\_\_

284

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

ATTENTION

286

\_\_\_\_\_

(NAME, TITLE)

288

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

OTHER NOTICE METHOD & ADDRESS

290

\_\_\_\_\_

LEGAL ENTITY COMMON CODE (D-U-N-S® Number<sup>1</sup>)

292

\_\_\_\_\_

PROVIDER NAME (If any) \_\_\_\_\_

294

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

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

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

\_\_\_\_\_

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

ATTENTION

300 \_\_\_\_\_

(NAME, TITLE)

302 PHONE \_\_\_\_\_ FAX \_\_\_\_\_

OTHER NOTICE METHOD & ADDRESS

304 \_\_\_\_\_

LEGAL ENTITY COMMON CODE (D-U-N-S®  
306 Number<sup>1</sup>) \_\_\_\_\_

PROVIDER NAME (If any) \_\_\_\_\_

308

SPECIAL ALLOCATION OF COSTS, IF ANY:

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

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

312

\_\_\_\_\_

314 1 A registered trademark of Dun & Bradstreet Corporation

316

APPENDIX

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

318

DATE \_\_\_\_\_

TO BE EFFECTIVE \_\_\_\_\_ (DATE)

320

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

322

RECEIPT COMPUTER (URL ~~or Electronic Mailbox, Third Party Service Provider~~):

\_\_\_\_\_

324

\_\_\_\_\_

ISA QUALIFIER \_\_\_\_\_ ISA ID \_\_\_\_\_

326

Basic Authentication Userid:

\_\_\_\_\_

328

Basic Authentication Password:

\_\_\_\_\_

HTTP to/from Tag:

\_\_\_\_\_

330

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

332

RECEIPT COMPUTER (URL ~~or Electronic Mailbox, Third Party Service Provider~~):

\_\_\_\_\_

334

\_\_\_\_\_

ISA QUALIFIER \_\_\_\_\_ ISA ID \_\_\_\_\_

336

Basic Authentication Userid:

\_\_\_\_\_

338

Basic Authentication Password: \_\_\_\_\_

340

HTTP to/from Tag: \_\_\_\_\_

342

(The foregoing section may be in the Appendix or in the each Exhibit(s), but must be in one or the other place.)

344

LIST OF EXHIBITS

EXHIBIT NUMBER	TRANSACTION SET NUMBER	NATURAL GAS DOCUMENT NAME	DATE EXHIBIT ENTERED INTO

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

350 The undersigned do hereby execute this Appendix, which Appendix is attached to and made a  
352 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).

354

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

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

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

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

360

Page \_\_\_\_ of \_\_\_\_

EXHIBIT I-~~XXX~~ (Sequential Number)

362

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

364

TO BE EFFECTIVE \_\_\_\_\_ (date)

COVERING TRANSACTION SET NUMBER \_\_\_\_\_

366

**1. Communication Specifics Different from the Appendix:**

368

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

EDI Contact Phone Number: \_\_\_\_\_

370

Provider Name (if different from that in the Appendix) \_\_\_\_\_

372

Receipt Company URL (include host name or IP address, any non standard port, directory and program name as necessary): \_\_\_\_\_

Basic Authentication Userid: \_\_\_\_\_

374

Basic Authentication Password: \_\_\_\_\_

HTTP to/from Tag: \_\_\_\_\_

376

ISA Qualifier: \_\_\_\_\_

378

ISA ID : \_\_\_\_\_

380

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

382

EDI Contact Phone Number: \_\_\_\_\_

Provider Name (if different from that in the Appendix) \_\_\_\_\_

384 Receipt Company URL (include host name or IP address, any non standard port, directory and program name as necessary): \_\_\_\_\_

386 Basic Authentication Userid: \_\_\_\_\_

388 Basic Authentication Password: \_\_\_\_\_

HTTP to/from Tag: \_\_\_\_\_

390 ISA Qualifier: \_\_\_\_\_

ISA ID : \_\_\_\_\_

392 [Parties should execute a separate Exhibit for each different URL, ISA Qualifier, or ISA ID.]

394 **2. TRANSACTION SETS:**  
 396 Check all applicable transaction sets.

		[Insert Company Name]	[Insert Company Name]		
TRANSACTION SET NUMBER	NATURAL GAS DOCUMENT NAME	ORIGINATING PARTY'S GS ID (Indicate Document ID)	RECEIVING PARTY'S GS ID (Indicate Document ID)	Functional Acknowledgement (FA) Or Response (RD) Supported?	FA/RD time frame (minutes)
865	Allocation Statement				
843	Capacity Release - Bid Review				
840	Capacity Release - Electronic Withdrawal Upload				
843	Capacity Release - Firm Transportation & Storage-Withdrawal				
840	Capacity Release - Firm Transportation & Storage				
843	Capacity Release - Firm Transportation & Storage- Award Notice				
864	Capacity Release - Notes/Special Instruction				
840	Capacity Release - Operational Available & Unsubscribed Capacity				
846	Capacity Release - Response to Upload of Request for Download				
840	Capacity Release - System-Wide Notices				
846	Capacity Release - Upload of Request for <del>Download</del> Down-Load				
840	Capacity Release - Upload to Pipeline of Prearranged Deal (UPPD)				
843	Capacity Release - UPPD - Bidder Confirmation				
824	Capacity Release - UPPD - Bidder Confirmation Validation				
843	Capacity Release - UPPD - Validation				
567	Capacity Release - UPPD Final Disposition				
840	Capacity Release - UPPD-Notify and Request to Confirm				
850	Confirmation Response				
811	Invoice				
811	Imbalance				
867	Metered Volume Statement Audit				
867	Metered Informational Statement				

850	Nomination				
855	Nomination Quick Response				
820	Payment Order/Remittance Advice				
860	Pre-determined Allocation				
865	Predetermined Allocation - Quick Response				
865	Operator Scheduled Quantity				
855	Request for Confirmation				
865	Shipper Scheduled Quantities				
822	Statement of Account				

398

1. DOCUMENT SPECIFIC OPERATING INFORMATION:

400

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

402

2.

ROW NUM	ITEMS	ORIGINATING PARTY	RECEIVING PARTY
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

404

EXHIBIT ~~+XXX~~ (Sequential Number)

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

406

DATED \_\_\_\_\_

TO BE EFFECTIVE \_\_\_\_\_ (date)

408

COVERING TRANSACTION SET NUMBER \_\_\_\_\_

410

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

412

\_\_\_\_\_  
\_\_\_\_\_

414

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.

416

418

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

420

\_\_\_\_\_  
\_\_\_\_\_

422

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

424

426

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

---

428

430

**54.1 PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES:**

432

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

---

434

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

---

436

438

c) Chosen electronic method of key exchange

---

440

d) Scheduled public encryption key exchange procedures including frequency

---

442

444

e) Emergency public encryption key exchange procedures

---

446

Page \_\_\_\_ of \_\_\_\_

448

EXHIBIT ~~1-XXX~~ (Sequential Number)

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

450

DATED \_\_\_\_\_

TO BE EFFECTIVE \_\_\_\_\_ (date)

452

COVERING TRANSACTION SET NUMBER \_\_\_\_\_

454

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

\_\_\_\_\_

456

\_\_\_\_\_

458

g) Other

\_\_\_\_\_

460

\_\_\_\_\_

462

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

464

\_\_\_\_\_

466

\_\_\_\_\_

468 | **76. DATA RETENTION** (If no special data retention procedures have  
been agreed upon, enter "None".)

470 \_\_\_\_\_  
\_\_\_\_\_

472 | **87. REFERENCED AGREEMENTS:** (As required by Section 3.1 of the  
474 | referenced Agreement. Parties to place a list of type(s) of agreements,  
476 | 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.)

478 \_\_\_\_\_  
\_\_\_\_\_

480 \_\_\_\_\_

482

484

486

Page \_\_\_\_ of \_\_\_\_

EXHIBIT ~~1-XXX~~ (Sequential Number)

488

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

490

TO BE EFFECTIVE \_\_\_\_\_ (date)

COVERING TRANSACTION SET NUMBER \_\_\_\_\_

492

494

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

496

\_\_\_\_\_  
\_\_\_\_\_

498

500

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

\_\_\_\_\_  
\_\_\_\_\_

502

504

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

506

\_\_\_\_\_

508

510

512 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.

514

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

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

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

518 \_\_\_\_\_

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

520