

**ELECTRONIC DATA INTERCHANGE  
TRADING PARTNER AGREEMENT**

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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").

**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 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 functional acknowledgement, ~~a response document;~~ 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. 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 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.

## 1.2. Third Party Service Providers.

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 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 whom ~~which~~ it contracts, unless otherwise set forth in the Appendix.

1.2.3. Notwithstanding the acts or omissions of its Provider each party is responsible for transmitting, receiving, storing or handling Data Communications, ~~and/or~~ performing related activities, for such party with respect to the provisions of section 2.

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 parties' respective receipt computers the Data Communications.

## 1.4 Security Procedures

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

1.4.2 ~~1.4.2~~ Internet 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 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 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 ("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 phone, or by other comparable means. 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

78 cases where a Signature Code(s) is required for one or more Transaction Set(s), the requirement  
80 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  
82 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.

84 1.5 Signatures Each party shall may adopt as its signature an electronic identification consisting of  
86 symbol(s) or code(s) which are to be affixed to or contained, where required, in the Document(s)  
88 transmitted by such party ("Signature Code(s)"). Such Signature Code(s) shall be specified in the  
90 Appendix. In such cases where a Signature Code(s) is required utilized for one or more Transaction  
92 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.

## 94 **Section 2. Transmissions.**

### 96 2.1 Proper Receipt

98 ~~2.1.1 Documents shall not be deemed to have been properly received, and no Document shall~~  
100 ~~give rise to any obligation, until accessible to the receiving party at such party's Receipt~~  
102 ~~Computer designated in the Appendix as evidenced by the receipt by sender of the HTTP~~  
104 ~~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.~~

106 2.1.1. Proper Receipt. Documents shall not be deemed to have been properly received, and no  
108 Document shall give rise to any obligation, until accessible to the receiving party at such party's  
Receipt Computer designated in the Appendix. In addition, proper receipt of Internet documents  
110 shall be 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  
112 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.

114 2.1.2 Receipt Computer The Receipt Computer shall be defined in the Appendix as the  
receiving party's electronic mailbox or Uniform Resource Locator ("URL"), which describes the  
116 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  
118 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.

120 2.2. Verification.

122 2.2.1. Upon proper receipt of any Document, the receiving party shall verify that the Document  
124 originated from an authorized trading partner, and process the decryption , where appropriate, of  
126 the Document. If the Document is verified, and the decryption is successful, the receiving party  
shall transmit a functional acknowledgment in return. If the Document is verified, and the  
decryption is unsuccessful, the receiving party shall contact the sending party to determine the  
status of the Document and arrange a recommunication of the Document if applicable.

128 ~~2.2.1. Upon proper receipt of any Document, the receiving party shall verify that the Document~~  
130 ~~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 party shall transmit a~~  
132 ~~functional acknowledgment in return. If the Document is verified and the decryption is~~  
~~unsuccessful, ,the receiving party shall contact the sending party to determine the status of the~~  
~~Document and arrange a recommunication of the Document, if applicable.~~

134 2.2.2. For the purposes of this Agreement, a "functional acknowledgment" means an ASC X.12  
136 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  
138 syntactically correct or not, but which does not confirm the substantive content(s) of the related  
Document.

140 2.2.3. By mutual agreement, the parties may designate in the Appendix a "response document"  
142 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~~  
144 ~~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  
146 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~~  
148 ~~Appendix applicable to functional acknowledgments shall apply to such response documents.~~

150 2.2.4. If there has been a proper receipt by sending party of a functional acknowledgment or a  
response document, and such functional acknowledgement or response document indicates an  
152 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 determine the status of the Document  
154 and arrange a recommunication of the Document. If there has been proper receipt by sending  
party of a functional acknowledgment or response document which does not indicate any error,  
156 the functional acknowledgment or response document shall constitute conclusive evidence a  
Document has been verified properly received.

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160 2.2.5. In the event the receiving party fails to ~~promptly and properly~~ transmit a functional  
162 acknowledgment as specified in Section 2.2.1 ~~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.

164 2.2.6 In the event the parties have mutually agreed to use a "response document" in substitute  
166 for a functional acknowledgment, and the receiving party fails to transmit a "response document"  
as specified in Section 2.2.1, the originating party's records of the contents of the Document  
168 shall control.

170 ~~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  
172 transmitting such Document has properly received in return an Acceptance Document (as specified in  
the Appendix).~~

174 ~~2.5. Retransmissions. If the originating party of a Document has not properly received a  
176 corresponding functional acknowledgment or response document within the Retransmission  
Timeframe indicated in the Appendix, the originating party shall retransmit the Document.~~

178 2.6. Garbled Transmissions. If any non-Internet transmitted Document is received in an unintelligible  
180 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  
182 acknowledgment or response document has resulted, the originating party's records of the contents of  
such Document shall control.

184 **Section 3. Transaction Terms.**

186 3.1. Terms and Conditions. This Agreement is intended to facilitate Data Communications  
188 ~~Transactions subject to be considered part of any other underlying written agreement(s)~~ between the  
parties concerning the Transactions related to effectuating(e.g. transportation or sales) which would be  
190 conducted pursuant to 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  
192 agreement(s) shall control.

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

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

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~~— [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.~~

[B] 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 Data Communications under this Agreement are altered by a subsequent change to a party's ~~her that party's existing~~ tariff 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 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, 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 Data Communications 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.

236 3.3.3. The conduct of the parties pursuant to this Agreement, including the use of Signed  
238 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.

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242 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  
244 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  
246 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  
248 the best evidence rule on the basis that the Signed Documents were not originated or maintained  
in documentary form.

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254 **Section 4. Miscellaneous.**

256 4.1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in  
258 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  
260 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  
262 Documents or otherwise under this Agreement prior to the effective date of termination.

264 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  
266 this Agreement or affecting the validity or enforceability of such remaining provisions.

268 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  
270 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  
272 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  
274 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 or expenses arising from or as a result of any delay, omission or error in the electronic transmission 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 FAULT. Any limitation on direct damages to software and hardware arising from Data Communications electronic transmissions under 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.

314 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.

316 4.11 Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

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| DEFINED TERM                     | WHERE DEFINED            |
|----------------------------------|--------------------------|
| Agreement                        | Header                   |
| parties                          | Header                   |
| Transactions                     | Recital                  |
| electronic data interchange, 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              |
| functional acknowledgment        | Section 2.2.2            |
| 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 |

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

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

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

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

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

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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® Number<sup>1</sup>)  
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® Number<sup>1</sup>)  
PROVIDER NAME (If any) \_\_\_\_\_

SPECIAL ALLOCATION OF COSTS, IF ANY:

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

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

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372 1 A registered trademark of Dun & Bradstreet Corporation

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APPENDIX

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

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DATE \_\_\_\_\_

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

378

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

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

\_\_\_\_\_

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

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Basic Authentication Userid:

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\_\_\_\_\_

388

Basic Authentication Password:

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HTTP to/from Tag:

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

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

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

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Basic Authentication Userid:

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\_\_\_\_\_

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Basic Authentication Password:

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HTTP to/from Tag:

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

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LIST OF EXHIBITS

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

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~~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.~~

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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).

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

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

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

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

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

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

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

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

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

1. Communication Specifics Different from the Appendix:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **2. TRANSACTION SETS:**  
Check all applicable transaction sets.

| 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 document (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 & Unsub scribed Capacity |  |  |  |                            |
| 846                    | Capacity Release - Response to Upload of Request for Download     |  |  |  |                            |
| 840                    | Capacity Release - System-Wide Notices                            |  |  |  |                            |
| 846                    | Capacity Release - Upload of Request for DownloadDown 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  |  |  |  |                            |

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

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 |

496

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

498

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

500

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

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

502

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

504

\_\_\_\_\_

506

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.

508

510

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

512

\_\_\_\_\_

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

514

516

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

518

\_\_\_\_\_

520

54.1 PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES:

522

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

524

\_\_\_\_\_

526

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

528

\_\_\_\_\_

c) Chosen electronic method of key exchange

530

\_\_\_\_\_

532

d) Scheduled public encryption key exchange procedures including frequency

534

\_\_\_\_\_

e) Emergency public encryption key exchange procedures

536

\_\_\_\_\_

538

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

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

540

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

542

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

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

544

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

546

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

548

g) Other

550

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

552

554

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

556

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

558

560

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

562

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

564

87. 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.)

566

568

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

570

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

572

574

576

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

578

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED \_\_\_\_\_

580

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

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

582

584

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

586

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

588

590

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

592

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

594

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

596

\_\_\_\_\_

598

600

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.

602

604

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

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

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

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

606

PRINTED

PRINTED

NAME \_\_\_\_\_

NAME \_\_\_\_\_

608

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

TITLE \_\_\_\_\_