

ELECTRONIC DATA INTERCHANGE

2

TRADING PARTNER AGREEMENT

4

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

WHEREAS, the parties desire to facilitate **T**ransactions, 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

12

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

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**lectronic **D**ata **I**nterchange ("EDI") Transactions.

18

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

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**unctional **A**cknowledgement, ~~a response document;~~ an **E**lectronic **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

26

28

30 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 Ccomputers the Data Communications.

1.4 Security Procedures

50 1.4.1 Each ~~pp~~ party 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 ~~secure~~private 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

62 be verified by the party to whom it is sent by validating the fingerprint of the public key by
63 phone, or by other comparable means.

64 ~~1.5 Signatures Each party shall may adopt as its signature an electronic identification~~
65 ~~consisting of symbol(s) or code(s) which are to be affixed to or contained, where~~
66 ~~required, in the Document(s) transmitted by such party ("Signature Code(s)"). Such~~
67 ~~Signature Code(s) shall be specified in the Appendix. In such cases where a Signature~~
68 ~~Code(s) is required utilized for one or more Transaction Set(s), the requirement such~~
69 ~~usage shall be specified in the Appendix applicable to such Transaction Set(s). If a~~
70 ~~Signature Code(s) is utilized, Each party agrees that the Signature Code(s) of such~~
71 ~~party affixed to or contained in any transmitted Document shall be sufficient to verify~~
72 ~~such party originated such Document(s). Neither party shall disclose to any unauthorized~~
73 ~~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~~
75 ~~applied to each document transmitted by such party ("Digital Signature "). Such Digital~~
76 ~~Signature, when decrypted by the recieving party, will be used to authenticate the identity~~
77 ~~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
81 Document shall give rise to any obligation, until accessible to the receiving party at such
82 party's Receipt Computer designated in the Appendix as evidenced by the receipt by
83 sender of the HTTP response initiated by receiver. The HTTP response shall specify
84 the date and time of receipt of a Document at the receiving Internet server (also called
85 "time-c"). No Document shall have any effect if the HTTP response is not received by
86 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
87 the receiving party's ~~electronic mailbox or~~ Uniform Resource Locator ("URL"), ~~which~~
88 describes the protocols which are needed to access the resources and point to the
89 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
91 as the receiving party's ~~electronic mailbox or~~ URL provided by the receiving party's
92 Provider.

2.2. Digital Signature Verification and DecryptionVerification:

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

2.3 Functional Acknowledgement and Response Document

104 2.2.2 For the purposes of this Agreement, a "~~F~~functional ~~A~~acknowledgment" means an
106 ASC X12 Transaction Set 997, which confirms a Document ~~(in the format specified by~~
~~such acknowledgment)~~ has been received and whether all required portions of the
108 Document are syntactically correct or not, but which does not confirm the substantive
content(s) of the related Document.

110 2.2.3 If the Functional Acknowledgment indicates an error, neither party shall rely on the
Document and sending party shall contact receiving party to determine the status of the
Document and arrange a recommunication of the Document. If the Functional
112 Acknowledgment does not indicate any error, the Functional Acknowledgment shall
constitute conclusive evidence a Document has been received in syntactically correct
114 form.

116 2.2.4 If 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 nevertheless
fails to transmit a Ffunctional Aacknowledgement, the Sending Party's records of the
118 contents of the Document shall control.

120 2.2.5~~3.~~ By mutual agreement, the parties may designate in the Appendix a "~~r~~Response
~~D~~document" Transaction Set as a substitute for or in addition to an ASC ~~X12X-12~~
122 Transaction Set 997. A "Response Document~~response document~~" confirms that a
Document ~~(in the format specified by such acknowledgment)~~ has been received, and
124 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

126 the related Document. ~~If the parties designate a response document as a substitute for a functional~~.

128 2.2.6. If the Response Document indicates an error, neither party shall rely on the Document or portion of the Document which is in error, if known and sending party shall contact receiving party to determine the status of the Document and arrange a
130 recommunication of the Document or applicable portion. If the Response Document does not indicate any error, the Response Document shall constitute conclusive evidence a
132 Document has been received in syntactically correct form.

134 2.2.7.6 ~~In the event the parties have mutually agreed to use a "Response Document response document" in substitute for a Functional Acknowledgment functional acknowledgment, and li-f there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2.1, and if the Receiving Party 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.~~

140 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).~~

144 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.~~

148 **Section 3. Transaction Terms.**

150 3.1. Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications 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 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 agreement(s) shall control.

156 3.2 Terms and Conditions of Reports and Other Information In the absence of any other
written agreement applicable to Data Communications ~~any Transaction~~ made pursuant to
158 this Agreement, such Data Communications Transaction ~~(and any related
communication)~~ also shall be subject to [CHOOSE ONE]:

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

162 ~~[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
164 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
166 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
168 such forms.~~

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

~~The terms of this Agreement shall prevail in the event of any conflict with any other terms
172 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
174 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,
176 then the affected party shall give reasonable immediate notice defining which Data
Communications under terms of this Agreement are affected, and the reasons therefor,
178 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.~~

180 3.32. Confidentiality. No information contained in any Document or otherwise exchanged
between the parties shall be considered confidential, except to the extent provided in
182 Section 1.5, by written agreement between the parties, or by applicable law.

3.43. Validity: Enforceability:

184 3.43.1. 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
186 Communications Documents specifying certain of the applicable terms.

188 | 3.43.2. 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 applied/affixed, a Digital Signature~~Signature Code~~
192 | ("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.

194 | 3.43.3. 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
196 | 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
198 | agreement described in Section 3.1.

200 | 3.43.4. The parties agree not to contest the validity or enforceability of Signed
Documents under the provisions of any applicable law relating to whether certain
202 | 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
204 | 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
206 | 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
208 | evidence rule on the basis that the Signed Documents were not originated or maintained
in documentary form.

Section 4. Miscellaneous.

210 | 4.1. ~~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
212 | 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
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 by any court or
regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will
be ineffective to the extent of such determination without invalidating the remaining

220 provisions of this Agreement or affecting the validity or enforceability of such remaining
221 provisions.

222 4.3. ~~4.3. Entire Agreement.~~ This Agreement and the Appendix constitute the complete
223 agreement of the parties relating to the matters specified in this Agreement and
224 supersede all prior representations or agreements, whether oral or written, with respect to
225 such matters. No oral modification or waiver of any of the provisions of this agreement
226 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.

228 4.4. ~~No Third Party Beneficiaries-~~ This Agreement is solely for the benefit of, and shall be
229 binding solely upon, the parties their agents and their respective successors and
230 permitted assigns. This Agreement is not intended to benefit and shall not be for the
231 benefit of any party other than the parties hereto and no other party shall have any right,
232 claim or action as a result of this Agreement.

234 4.4. ~~Governing Law.~~ *This Agreement shall be governed by and interpreted in
235 accordance with the laws of the state [commonwealth], [province] of
236 _____, 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.*

238 4.5. ~~Force Majeure.~~ No party shall be liable for any failure to perform its obligations in
239 connection with any Transaction or any Document, where such failure results from any
240 act of God or other cause beyond such party's reasonable control (including, without
241 limitation, any mechanical, electronic or communications failure) which prevents such
242 party from transmitting or receiving any documents and which, by the exercise of due
diligence, such party is unable to prevent or overcome.

244 4.6. ~~Exclusion of Certain Damages.~~ *Neither party shall be liable to the other for any
245 special, incidental, exemplary or consequential damages or expenses arising
246 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
248 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
250 Data Communications electronic transmissions under this Agreement shall be set
forth in the Appendix.*

252 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
 254 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
 256 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.

258 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
 260 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
 262 party assumes this Agreement.

264 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.

266 4.10 ~~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.

268 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
Eelectronic Ddata Iinterchange, EDI	Recital
Data Communications	Section 1.1.
Documents	Section 1.1
Appendix	Section 1.1

Provider	Section 1.2.1
<u>Digital Signature</u> Signature Code(s)	Section 1.5
Public Key	Section 1.4.1
Uniform Resource Locator, URL	Section 2.1
Receipt Computer	Section 2.1
<u>Functional Acknowledgment</u> functional-acknowledgment	Section 2.2.2
<u>Response Document</u> response-document	Section 2.2.3
<u>TIME - C</u>	
Signed Documents	Section 3.3.2
Legal Entity Common Code	Appendix
Electronic Delivery Mechanism	Exhibit I-XXX, Section 1

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

272

Company Name: _____ Company Name: _____

274 By: _____ By: _____

Name: _____ Name: _____

276 Title: _____ Title: _____

278

APPENDIX

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

280

DATE _____

TO BE EFFECTIVE _____ (DATE)

282

COMPANY NAME _____

284

STREET ADDRESS _____

CITY _____

STATE/PROVINCE/COMMONWEALTH

286

ZIP/POSTAL CODE _____

288

ATTENTION

290

(NAME, TITLE)

PHONE _____ FAX _____

292

OTHER NOTICE METHOD & ADDRESS

294

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

296

PROVIDER NAME (If any) _____

COMPANY NAME _____

298 STREET ADDRESS _____

CITY _____ STATE/PROVINCE/COMMONWEALTH

300 _____

ZIP/POSTAL CODE _____

302 ATTENTION

304 (NAME, TITLE)

PHONE _____ FAX _____

306 OTHER NOTICE METHOD & ADDRESS

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

310 PROVIDER NAME (If any) _____

312 | SPECIAL ALLOCATION OF COSTS, IF ANY:

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

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

316 _____

1 A registered trademark of Dun & Bradstreet Corporation

318

Page _____ of _____

APPENDIX

320

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATE _____

322

TO BE EFFECTIVE _____ (DATE)

324

COMPANY NAME: _____

326

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

328

ISA QUALIFIER _____ ISA ID _____

330

Basic Authentication Userid:

Basic Authentication Password:

332

HTTP to/from Tag: _____

334

COMPANY NAME: _____

336

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

338

ISA QUALIFIER _____ ISA ID _____

340

Basic Authentication Userid:

342

Basic Authentication Password:

344

HTTP to/from Tag:

346

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

LIST OF EXHIBITS

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

348

350 ~~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,~~
352 ~~those contained in the Exhibit(s) govern.~~

354 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
356 hereby ratify said Agreement for all purposes set forth in this Appendix and the attached
Exhibit(s).

358 COMPANY NAME: _____ COMPANY NAME: _____

BY: _____ BY: _____

360 PRINTED NAME: _____ PRINTED NAME: _____

TITLE: _____ TITLE: _____

362

364

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

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

366

DATED _____

TO BE EFFECTIVE _____ (date)

368

COVERING TRANSACTION SET NUMBER _____

370

1. Communication Specifics Different from the Appendix:

Company Name: _____

372

EDI Contact Phone Number: _____

Provider Name (if different from that in the Appendix): _____

374

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

376

Basic Authentication Userid: _____

Basic Authentication Password: _____

378

HTTP to/from Tag: _____

Is the "transaction set" supported in the HTTP envelope (Yes/No)? _____

380

ISA Qualifier:

382

ISA ID: _____

384

Company Name: _____

386 EDI Contact Phone Number:

Provider Name (if different from that in the Appendix)

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

390 Basic Authentication Userid:

Basic Authentication Password:

392 HTTP to/from Tag:

Is the "transaction set" supported in the HTTP envelope (Yes/No)?

394 ISA Qualifier:

ISA ID:

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

398 **2. TRANSACTION SETS:**

400 Complete table for Check all applicable transaction sets (Refer to the GISB Home Page (www.gisb.org) for the current list of transaction set numbers and document names).

402

		[Insert Company Name]	[Insert Company Name]		
TRANSACTION SET NUMBER	NATURAL GAS DOCUMENT NAME	SENDING PARTY's _ISA Qualifier GS-ID ISA-ID GS_ID (Indicate Document ID)	RECEIVING PARTY's ISA Qualifier ISA-ID GS_ID GS-ID (Indicate Document ID)	Functional Acknowledgement (FA) Or Response document (RD) Supported?	EA/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 Download 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				

404

1. DOCUMENT SPECIFIC OPERATING INFORMATION:-

406

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

408

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

410

Page ____ of ____

EXHIBIT ~~XXX~~ (Sequential Number)

412

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

414

TO BE EFFECTIVE _____ (date)

COVERING TRANSACTION SET NUMBER _____

416

418

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

420

422

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.

424

426

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

428

430

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

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

436

54.1 PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES:

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

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

442 c) Chosen electronic method of key exchange

444 d) Scheduled public encryption key exchange procedures including frequency

446 e) Emergency public encryption key exchange procedures

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

450

452

EXHIBIT ~~XXX~~ (Sequential Number)

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

454

DATED _____

TO BE EFFECTIVE _____ (date)

456

COVERING TRANSACTION SET NUMBER _____

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

Page ____ of ____

EXHIBIT ~~+XXX~~ (Sequential Number)

474

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

476

TO BE EFFECTIVE _____ (date)

COVERING TRANSACTION SET NUMBER _____

478

~~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.)~~

480

482

484

~~898.~~ **LIMITATION ON DIRECT DAMAGES:** (If no limitation has been agreed upon, enter "None".)

486

488

490

~~9109.~~ **CONFIDENTIAL INFORMATION:** (See Section 3.2. If no limitation has been agreed upon, enter "None".)

492

494

Page ____ of ____

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

496

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

498

TO BE EFFECTIVE _____ (date)

COVERING TRANSACTION SET NUMBER _____

500

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

502

504

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.

506

508

COMPANY NAME: _____ COMPANY NAME: _____

BY: _____ BY: _____

510

PRINTED NAME: _____ PRINTED NAME: _____

512

TITLE: _____ TITLE _____