

ELECTRONIC DATA INTERCHANGE

2

TRADING PARTNER AGREEMENT

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, Electronic Data 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

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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 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

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

108

2.2.3 ~~If the Functional Acknowledgment indicates an error, neither party shall rely on the~~
110 ~~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.~~

2.2.4 ~~If there has been proper receipt pursuant to Section 2.1 and verification and successful~~
116 ~~decryption pursuant to Section 2.2.1 and if the Receiving Party nevertheless fails to~~
~~transmit a functional acknowledgement, the Sending Party's records of the contents of the~~
118 ~~Document shall control.~~

~~2.2.5~~

120 2.2.53. By mutual agreement, the parties may designate in the Appendix a "~~r~~Response
122 ~~D~~ocument" Transaction Set as a substitute for or in addition to an ASC X.12
Transaction Set 997. A "~~R~~esponse ~~D~~ocument~~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~~
128 ~~functional~~.

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

136 ~~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~~
138 ~~acknowledgment, and 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~~
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
160 Transaction made pursuant to this Agreement, such Data CommunicationsTransaction
(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 [BC] 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
CommunicationsDocuments 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
192 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
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

224 representations or agreements, whether oral or written, with respect to such matters. No
oral modification or waiver of any of the provisions of this agreement shall be binding on
226 either party. No obligation to enter into any Transaction is to be implied from the
execution or delivery of this Agreement. This Agreement is solely for the benefit of, and
shall be binding solely upon, the parties their agents and their respective successors and
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

258 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.

260 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
 262 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
<u>E</u> lectronic <u>D</u> ata <u>I</u> 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

<u>Functional Acknowledgment</u> functional-acknowledgment	Section 2.2.2	
<u>Response Document</u> 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® Number¹)

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 Number¹) _____

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 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 & 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				

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 ~~+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