

ELECTRONIC DATA INTERCHANGE

2

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").

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RECITALS

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WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged by electronically transmitting and receiving data in agreed formats; and

12

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

14

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.

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18

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:

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Section 1. Prerequisites

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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, 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 Exhibit(s). The Exhibit(s) to this Agreement is(are) attached hereto. Any modification of the provisions contained in the body of this Agreement will be effective as set forth in the Exhibit(s).

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1.2. Third Party Service Providers

32 1.2.1 Data Communications will be transmitted electronically to each party as specified
in the Exhibit, either, directly or through any third party service provider ("Provider") with
34 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.

36 1.2.2 Each party shall be responsible for the costs of any Provider with whom it
contracts, unless otherwise set forth in the Exhibit(s).

38 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
40 Data Communications to the extent required to effectuate transactions pursuant to
Section 2.

42 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,
44 the parties' respective Receipt Computers the Data Communications.

1.4 Security Procedures

46 1.4.1 Each party shall use those security procedures specified in the Gas Industry
Standards Board ("GISB") standards and the Exhibit(s). The manner in which public
48 encryption keys are to be changed and/or exchanged will be specified in the Exhibit(s).

1.4.2 Security Key Exchanges. The parties shall maintain a public key used to
50 facilitate secure electronic communication. The parties shall change their public key on
a routine schedule set forth in the Exhibit(s). However, in emergency situations in which
52 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
54 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
56 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
58 other comparable means.

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

Section 2. Transmissions.

64 2.1 Proper Receipt

66 2.1.1 Documents shall not be deemed to have been properly received, and no
Document shall give rise to any obligation, until accessible to the receiving party at such
68 party's Receipt Computer designated in the Exhibit(s), as evidenced by the receipt by
sending party of the HTTP response initiated by receiving party. The HTTP response
shall specify the date and time of receipt of a Document at the receiving Internet server
70 (also called "time-c"). No Document shall have any effect if the HTTP response is not
received by sending party, or if the HTTP response indicates an error.

72 2.1.2 The "Receipt Computer" shall be defined in the Exhibit(s) as the receiving
party's Uniform Resource Locator ("URL"), which describes the protocols which are
74 needed to access the resources and point to the appropriate Internet locations. Where
the parties employ the services of Providers to transmit and receive Documents, the
76 Receipt Computer shall be defined in the Exhibit(s) as the receiving party's URL provided
by the receiving party's Provider.

78 2.2 Digital Signature Verification and Decryption. Upon proper receipt of any Document, the
receiving party shall attempt to decrypt the Document and verify the digital signature of
80 the sending party. If the Document is verified and the decryption is successful, the
receiving party shall transmit a Functional Acknowledgment in return. If the Document is
82 verified and the decryption is unsuccessful, the receiving party shall send the applicable
error message to the sending party. The sending party shall attempt to correct the error
84 and promptly retransmit the Document or otherwise contact the receiving party.

2.3 Functional Acknowledgement and Response Document

86 2.3.1 For the purposes of this Agreement, a "Functional Acknowledgment" means an
ASC X12 Transaction Set 997 which confirms a Document has been received and
88 whether all required portions of the Document are syntactically correct or not, but which
does not confirm the substantive content(s) of the related Document.

90 2.3.2 If the Functional Acknowledgment indicates an error, neither party shall rely on
the Document. The sending party shall attempt to correct the error and promptly
92 retransmit the Document or otherwise contact the receiving party. If the Functional
Acknowledgment does not indicate any error, the Functional Acknowledgment shall
94 constitute conclusive evidence a Document has been received in syntactically correct
form.

96 2.3.4 If there has been proper receipt pursuant to Section 2.1, verification and
98 successful decryption pursuant to Section 2.2, and if the Receiving Party nevertheless
100 fails to transmit a Functional Acknowledgement, the Sending Party's records of the
contents of the Document shall control, unless the Sending Party has retransmitted a
Document pursuant to Section 2.3.8.

102 2.3.5 By mutual agreement, the parties may designate in the Exhibit(s) a "Response
Document" Transaction Set as a substitute for or in addition to an ASC X12 Transaction
104 Set 997. A Response Document confirms that a Document has been received, and
whether all required portions of the Document are syntactically correct, and contains data
106 sent by the receiving party to the sending party in response to the substantive content of
the related Document.

108 2.3.6 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. The sending party shall
110 attempt to correct the errors and promptly retransmit the Document or applicable portion
or otherwise contact the receiving party. If the Response Document does not indicate
112 any error, the Response Document shall constitute conclusive evidence a Document has
been received in syntactically correct form.

114 2.3.7 If the parties have mutually agreed to use of a Response Document, and if there
has been proper receipt pursuant to Section 2.1, verification and successful decryption
116 pursuant to Section 2.2, and if the Receiving Party nevertheless fails to transmit a
Response Document, the Sending Party's records of the contents of the Document shall
control.

118 2.3.8 Retransmissions. If the sending party of a Document has not received a
corresponding functional acknowledgment or response document within the time frame
120 indicated in the Exhibit(s), the sending party shall retransmit the Document.

Section 3. Terms.

122 3.1. Transaction Terms and Conditions. This Agreement is intended to facilitate Data
124 Communications between the parties concerning the transactions related to effectuating
126 transportation or sales conducted pursuant to underlying written agreements. In the
event of conflict between this Agreement and the subject underlying written
agreement(s), the terms and conditions of the underlying agreement(s) shall control.

128 3.2 Terms and Conditions of Reports and Other Information In the absence of any other
written agreement applicable to reports and other information transmitted pursuant to this
Agreement, such reports and other information shall be subject to [CHOOSE ONE]:

130 [A] those terms and conditions, including any terms for payment, included in the
Exhibit(s).

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

134 3.3 Change in Terms and Conditions Notwithstanding Section 4.1 of this Agreement, if any
party determines that Data Communications under this Agreement are altered by a
136 subsequent change to a party's tariff or obligation imposed by a governmental entity
exercising jurisdiction over that party, then the affected party shall give reasonable notice
138 defining which Data Communications under this Agreement are affected, and the reasons
therefor, and may provide notice of termination of this Agreement as provided in Section 4.8,
140 effective immediately upon receipt of such notice by the other party to this Agreement.

142 3.4. 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 or in the Exhibit(s), by written agreement between the parties, or by
144 applicable law.

3.5. Validity: Enforceability

146 3.4.1 This Agreement has been executed by the parties to evidence their mutual intent
to be bound by the terms and conditions set forth herein relating to the electronic
148 transmission and receipt of Data Communications.

150 3.4.2 Any Document properly transmitted pursuant to this Agreement shall be
considered, in connection with any transaction, any other written agreement described in

152 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, a Digital Signature ("Signed Documents")
154 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.

156 3.4.3 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
158 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
160 agreement described in Section 3.1.

162 3.4.4 The parties agree not to contest the validity or enforceability of Signed
Documents under the provisions of any applicable law relating to whether certain
164 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
166 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
168 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
170 evidence rule on the basis that the Signed Documents were not originated or maintained
in documentary form.

Section 4. Miscellaneous.

172 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
174 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
176 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
178 Agreement prior to the effective date of termination.

180 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
182 provisions of this Agreement or affecting the validity or enforceability of such remaining
provisions.

184 4.3 Entire Agreement. This Agreement and the Exhibit(s) constitute the complete agreement
186 of the parties relating to the matters specified in this Agreement and supersede all prior
representations or agreements, whether oral or written, with respect to such matters. No
188 oral modification or waiver of any of the provisions of this agreement shall be binding on
either party. No obligation to enter into any transaction is to be implied from the
execution or delivery of this Agreement.

190 4.4 No Third Party Beneficiaries. This Agreement is solely for the benefit of, and shall be
binding solely upon, the parties their agents and their respective successors and
192 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,
194 claim or action as a result of this Agreement.

4.5 **Governing Law. This Agreement shall be governed by and interpreted in
196 accordance with the laws of the state [commonwealth], [province] of
_____, excluding any conflict-of-law rules and principles of that
198 state [commonwealth] [province] which would result in reference to the laws or
law rules of another jurisdiction.**

200 4.6 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
202 act of God or other cause beyond such party's reasonable control (including, without
limitation, any mechanical, electronic or communications failure) which prevents such
204 party from transmitting or receiving any documents and which, by the exercise of due
diligence, such party is unable to prevent or overcome.

206 4.7 **Exclusion of Certain Damages. Neither party shall be liable to the other for any
special, incidental, exemplary or consequential damages or expenses arising
208 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
210 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
212 Data Communications under this Agreement shall be set forth in the Exhibit(s).**

4.8 Notices. All notices required or permitted to be given with respect to this Agreement
214 shall be given by mailing the same postage prepaid, or given by fax or by courier, or by
other methods specified in the Exhibit(s) to the addressee party at such party's address
216 as set forth in the Exhibit(s). 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
218 of such new address in accordance with the preceding provisions.

4.9 Assignment. This Agreement may not be assigned or transferred by either party without
 220 the prior written approval of the other party, which approval shall not be unreasonably
 222 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.

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

4.11 Counterparts. This Agreement may be executed in any number of original counterparts
 228 all of which shall constitute but one and the same instrument.

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

	DEFINED TERM	WHERE DEFINED
232	Agreement	Header
	parties	Header
234	Electronic Data Interchange, EDI	Recital
	Data Communications	Section 1.1
236	Documents	Section 1.1
	Provider	Section 1.2.1
238	Digital Signature	Section 1.5
	Uniform Resource Locator, URL	Section 2.1.2
240	Receipt Computer	Section 2.1.2
	Functional Acknowledgment	Section 2.3.1
242	Response Document	Section 2.3.4
	time-c	Section 2.1.1
244	Signed Documents	Section 3.4.2

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

248 Company Name:_____ Company Name:_____

By:_____ By:_____

250 Name:_____ Name:_____

Title:_____ Title:_____

252

Page ____ of ____

EXHIBIT ____

254

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

256

TO BE EFFECTIVE _____ (date)

258

1. Contact Information:

Company Name: _____

260

Street Address: _____

City: _____

262

State/Province/Commonwealth: _____

Zip/Postal Code: _____

264

Attention: _____

(Name, Title)

266

Phone: _____ Fax: _____ Email Address: _____

Legal Entity Common Code (D-U-N-Sâ Number¹): _____

268

Provider Name (If any): _____

270

Company Name: _____

Street Address: _____

272

City: _____

State/Province/Commonwealth: _____

274

Zip/Postal Code: _____

Attention: _____

276

(Name, Title)

Phone: _____ Fax: _____ Email Address: _____

278

Legal Entity Common Code (D-U-N-Sâ Number¹): _____

Provider Name (If any): _____

280

2. SPECIAL ALLOCATION OF COSTS, IF ANY:

282

1 A registered trademark of Dun & Bradstreet Corporation

284

Page ____ of ____

EXHIBIT ____

286

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

288

TO BE EFFECTIVE _____ (date)

290

3. Communication Specifics:

Company Name: _____

292

EDI Contact Phone Number: _____

Provider Name _____

294

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

296

Basic Authentication Userid: _____

Basic Authentication Password: _____

298

HTTP to/from Tag: _____

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

300

Company Name: _____

302

EDI Contact Phone Number: _____

Provider Name _____

304

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

306

Basic Authentication Userid: _____

Basic Authentication Password: _____

308

HTTP to/from Tag: _____

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

310

[Parties should execute a separate Exhibit for each different URL.]

322

EXHIBIT ____

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

324

DATED _____

TO BE EFFECTIVE _____ (date)

326

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

328

330

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(s).

332

334

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

336

338

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

340

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

342

344

346

EXHIBIT ____

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

348

DATED _____

TO BE EFFECTIVE _____ (date)

350

7.1 PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES:

352

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

354

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

356

- c) Chosen electronic method of key exchange

358

- d) Scheduled public encryption key exchange procedures including frequency

360

- e) Emergency public encryption key exchange procedures

362

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

364

- g) Other

366

368

EXHIBIT ____

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

370

DATED _____

TO BE EFFECTIVE _____ (date)

372

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

376

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

380

382

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

386

388 **11. CONFIDENTIAL INFORMATION:** (See Section 3.4 If no limitation has been agreed upon, enter "None".)

390

392

Page ____ of ____

EXHIBIT ____

394

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

396

TO BE EFFECTIVE _____ (date)

398

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.

400

Company Name: _____

Company Name: _____

402

By: _____

By: _____

Printed Name:

Printed Name:

404

Title: _____

Title: _____