

Attached are proposed changes/comments to the GISB Model Trading Partner Agreement which were discussed at the Model Trading Partner Agreement Meeting that was held on March 25, 1997. Following are the companies that provided comments:

Enron Capital & Trade  
Tenneco Energy  
TransCapacity L.P.  
Future Technology Task Force  
Defense Fuel Supply Center

## ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

This ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (this "Agreement") is made as of [\_\_\_\_], 19[\_\_\_\_], by and between [\_\_\_\_], a [\_\_\_\_], and [\_\_\_\_], a [\_\_\_\_] (each a "party" and collectively, the "parties") to facilitate administrative matters exchanged between the parties ("Transactions") in furtherance of the parties' transportation agreements [describe other uses, if any, that this communication agreement will support; for example, the aggregation of transportation data] by providing the option for electronically transmitting and receiving data in agreed formats according to the standards published by the Gas Industry Standards Board as adopted by the Federal Energy Regulatory Commission.

### Section 1. Prerequisites.

1.1. Documents and Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets which the parties by written agreement agree to utilize to effectuate the communications delineated in such transaction sets (each agreed upon transaction set, a "Document," and collectively, the "Documents"). The parties may agree to utilize transaction sets pursuant hereto from time to time by executing detailed specification exhibits (each, an "EDI Exhibit") referencing this Agreement, setting forth the applicable electronic delivery mechanism, including back-up and alternate electronic delivery mechanisms, if any, and identifying the transaction sets and all applicable "Receipt Computers," "Digital Codes," "Functional Acknowledgments," "Response Documents," "Providers," and "Functional Acknowledgment Deadlines" (all as below defined). Any transmission of data which is not a Document shall have no force or effect between the parties. Each Document shall be transmitted by one party ("Sender") to the other party ("Receiver") in accordance with the standards and published industry guidelines (collectively, the "Standards") identified in the Appendix hereto (the "Appendix"). In the event of a conflict between the body of this Agreement and the Appendix, the Appendix will govern. In the event of a conflict between the body of this Agreement or the Appendix, and an EDI Exhibit, the EDI Exhibit will govern.

1.2. Electronic Communication Providers. Documents will be transmitted electronically to each party as specified in the applicable EDI Exhibit either directly, or through any third party electronic communication provider ("Provider") with which either party may contract, such as a value added network provider or an Internet service provider. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party. Each party shall be responsible for the costs of any Provider with which it contracts. Sender shall pay all costs of its Provider associated with the transmission of a Document to the "Receipt Computer" designated in the EDI Exhibit for Receiver and Receiver shall pay all costs of its Provider associated with the retrieval and receipt of a Document. Where the parties employ the services of a Provider, the Receipt

Computer shall be identified either as Receiver's electronic mailbox or uniform resource locator, as applicable. Each party shall be liable for the acts or omissions of its Provider while transmitting, retrieving, receiving, storing or handling Documents, or performing related activities, for such party; provided, if both parties use the same Provider to effect the transmission, retrieval and receipt of a Document, Sender shall be liable for the acts or omissions of such Provider related to activities associated with the transmission of the Document and Receiver shall be liable for the acts or omissions of such Provider related to activities associated with the retrieval and receipt of the Document. This provision does not limit any claim of a party against any Provider in respect of any act or omission.

1.3. System Operations and Security Procedures. The equipment, software, services and testing necessary to transmit, retrieve and receive Documents shall be at each party's sole expense. Each party shall properly use those security procedures set forth in the Appendix.

1.4. Digital Codes. Each party may adopt as its signature a digital signature identification ("Digital Code") consisting of symbols or codes which are to be affixed to or contained in the Document transmitted by such party where required by the Standards or as may be otherwise agreed by the parties. In cases where a Digital Code is required for a Document, the requirement shall be specified in the applicable EDI Exhibit. Each party agrees that the Digital Code of such party affixed to or contained in any Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Digital Code of the other party.

1.5. Keys. When the parties are utilizing the Internet electronic delivery mechanism, each party shall maintain a "public key," an encryption algorithm utilized to facilitate private electronic communication which may be changed from time to time, all in accordance with this Section 1.5 and applicable procedures set forth in the Appendix. Each party shall provide to the other party its public key by either (a) a certified or receipted mail service using a diskette with the public key contained in an ASCII text file, (b) an electronic simple mail transfer protocol mail message with the public key contained in the body, or (c) as otherwise agreed. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key, which validation may be made by telephonic verification between designated representatives of each party. As mutually agreed in the Appendix, each party shall provide to the other party a written schedule of the frequency it intends to change its public key. If a party desires to change its public key at a time other than that scheduled, or does not desire to change its public key as scheduled, such party shall provide at least five business days prior written notice thereof to the other party; provided, under emergency circumstances a prior written notice of one business day may be given.

## Section 2. Transmissions.

2.1. Proper Receipt. There shall not be deemed to have been a "proper receipt" of a Document until accessible to Receiver at such party's Receipt Computer as evidenced by the receipt by Sender of the time-stamp response initiated by Receiver indicating successful receipt of the Document in accordance with the Standards. The method of time-stamp response to be utilized by the parties shall be set forth in the Appendix. No Document shall have any effect (a) for which a time-stamp response is not received by Sender or (b) for which a time-stamp response indicating error is applicable.

2.2. Verification. Upon proper receipt of any Document, Receiver shall verify that the Document originated from an authorized trading partner, process the decryption of the Document, if necessary, and translate the Document in accordance with the Standards to determine whether the Document contains all of the required data in proper syntactical form. If the Document is verified as from an authorized trading partner and Receiver's decryption of the Document is successful, Receiver shall transmit a "Functional Acknowledgment" to Sender. For purposes of this Agreement, a "Functional Acknowledgment" means a transaction set which confirms (in the format specified thereby) whether or not all required portions of the Document are complete and syntactically correct, but which does not address or otherwise confirm the substantive content of the Document. If (a) there has not been a proper receipt by Sender of a Functional Acknowledgment to a Document for any reason or (b) there has been a proper receipt by Sender of a Functional Acknowledgment to a Document indicating error, in each case within the "Functional Acknowledgment Deadline" indicated in the applicable EDI Exhibit for such Document, the Document may not be relied upon by either party as an effective Document for any purpose.

2.3. Response Document. By mutual agreement, the parties may designate in the applicable EDI Exhibit a "Response Document" transaction set in addition to a Functional Acknowledgment transaction set. A Response Document does not include the time-stamp response specified in Section 2.1 hereof. For purposes of this Agreement, a "Response Document" confirms (in the format specified thereby) whether or not the substantive content of the corresponding Document contains valid substantive data to effectuate the communication. If the Response Document indicates valid substantive content, the communication set forth in the applicable Document shall be deemed effectively completed under the applicable transportation agreement between the parties [describe other arrangement if applicable]. If the Response Document does not indicate valid substantive content, the communication set forth in the applicable Document shall be deemed not to have been effectively completed under the applicable transportation agreement between the parties [describe other arrangement if applicable].

## Section 3. Transaction Terms.

3.1. Regulations. Notwithstanding Section 4.1 hereof, if any party determines that this Agreement is in conflict with either that party's existing tariff or an obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate written notice to the other party defining which terms of this Agreement are affected and the reasons therefor. The affected party may also provide notice of termination of this Agreement as provided in Section 4.1 hereof, effective immediately upon receipt of such notice by the other party to this Agreement.

3.2. Validity, Enforceability and Confidentiality. Any Document properly transmitted pursuant to this Agreement shall be considered to be a "writing" or "in writing" pursuant to applicable law. Any Document when containing, or to which there is affixed, a Digital Code (a "Signed Document") shall be deemed for all purposes hereunder and at law to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The conduct of the parties pursuant to this Agreement, including the use of any Signed Document 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 and the transportation agreements between the parties. The parties agree not to contest the validity or enforceability of any Signed Document 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. A Signed Document, if introduced as evidence on paper 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 originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a Signed Document under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Document was not originated or maintained in documentary form. No information contained in any Document shall be considered confidential except as provided by the transportation agreements between the parties, other written agreements between the parties or by applicable law.

## Section 4. Miscellaneous.

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 notice specifying the effective date of termination; provided, any termination shall not affect the respective obligations or rights of the parties arising under any Documents effectively communicated under this Agreement prior to the effective date of termination.

4.2. Agreement Not Severable. If any provision of this Agreement is determined to be invalid or unenforceable, then as

of such determination this Agreement in its entirety will be deemed ineffective and unenforceable by the parties; provided, the respective obligations or rights of the parties arising under any Documents effectively communicated under this Agreement prior thereto shall not be affected.

4.3. Entire Agreement. As and when executed by the parties, each EDI Exhibit shall be considered a part of this Agreement. This Agreement, including the Appendix and each EDI Exhibit which are incorporated herein by this reference, constitutes the complete agreement of the parties relating to the matters specified in this Agreement and supersedes all prior 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 upon either party. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties their agents and their respective 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. 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.

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 rules of another jurisdiction.

4.5. Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission, retrieval or receipt of any Documents 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 this Agreement shall be set forth in the Appendix.

4.6. Notices. Unless otherwise expressly provided in this Agreement, 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, to the addressee party at such party's address 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 days prior written notice of such new address in accordance with the preceding provisions.

4.7. Force Majeure. No party shall be liable for any failure to perform its obligations hereunder where such failure results from an 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, retrieving or receiving any Documents, and which by the exercise of due diligence such party is unable to prevent or overcome.

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.

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

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

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

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

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

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

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

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

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

APPENDIX TO ELECTRONIC DATA INTERCHANGE  
TRADING PARTNER AGREEMENT DATED \_\_\_\_\_

1. IDENTIFICATION AND ADDRESSES:

COMPANY NAME \_\_\_\_\_  
AGENT NAME (IF ANY) \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_  
ZIP/POSTAL CODE \_\_\_\_\_  
ATTENTION \_\_\_\_\_

(Name and Title of EDI System Contact)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

OTHER NOTICE METHOD OR ADDRESS \_\_\_\_\_  
COMMON CODE IDENTIFIER \_\_\_\_\_

COMPANY NAME \_\_\_\_\_  
AGENT NAME (IF ANY) \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_  
ZIP/POSTAL CODE \_\_\_\_\_  
ATTENTION \_\_\_\_\_

(Name and Title of EDI System Contact)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

OTHER NOTICE METHOD OR ADDRESS \_\_\_\_\_  
COMMON CODE IDENTIFIER \_\_\_\_\_

2. STANDARDS:

Specify all applicable standards, such as the standards of the American National Standards Institute. \_\_\_\_\_

3. INDUSTRY GUIDELINES: Specify all applicable published industry guidelines or applicable regulations. \_\_\_\_\_

4. SECURITY PROCEDURES:

(a) Contact for public key exchange: \_\_\_\_\_

(b) Method of contact for public key exchange (phone, e-mail etc.): \_\_\_\_\_

(c) Method for public key exchange: \_\_\_\_\_

(d) Date for submission of scheduled public key exchanges: \_\_\_\_\_

(e) Scheduled public key exchange procedures, if any: \_\_\_\_\_

(f) Unscheduled public key exchange procedures: \_\_\_\_\_

(g) Designated representatives for public key verification: \_\_\_\_\_

5. METHOD OF TIME-STAMP RESPONSE:

6. LIMITATION ON DIRECT DAMAGES TO SOFTWARE AND HARDWARE: Specify, if any.

# EDI EXHIBIT

## Value-Added Network Information

My company will use a Value-Added Network (VAN) as:

- Primary EDI Communications   
 Backup to Internet   
 Not at all

### Electronic Communication Provider:

	Company Name _____	Company Name _____
Provider Name and Business Representative:		
Telephone:		
Fax:		
E-Mail:		
EDI System Contact at Provider:		
Telephone:		
Fax:		
E-Mail:		

### Receipt Computer and any Back-up or Alternates:

	Company Name _____	Company Name _____
Value Added Network (VAN): Receipt Computer		
VAN Account Id		

[add blocks as needed for optional back-up or alternates]

Reference is made to the Electronic Data Interchange Trading Partner Agreement between the undersigned pursuant to which this EDI Exhibit is executed.

**Company**

\_\_\_\_\_

Name/Title/Date

\_\_\_\_\_

**Company**

\_\_\_\_\_

Name/Title/Date

\_\_\_\_\_

# EDI EXHIBIT

## Internet Information

My company will use the Internet as:

- Primary EDI Communications   
 Backup to VAN   
 Not at all

## Electronic Communication Provider:

	Company Name _____	Company Name _____
Provider Name and Business Representative:		
Telephone:		
Fax:		
E-Mail:		
EDI System Contact at Provider:		
Telephone:		
Fax:		
E-Mail:		

## Receipt Computer and any Back-up or Alternates:

	Company Name _____	Company Name _____
Production URL Address: Receipt Computer		
Production URL User Name/Password		
Backup URL Address (Optional)		
Backup URL User Name/Password (Optional)		

Reference is made to the Electronic Data Interchange Trading Partner Agreement between the undersigned pursuant to which this EDI Exhibit is executed.

**Company**

\_\_\_\_\_

Name/Title/Date

\_\_\_\_\_

**Company**

\_\_\_\_\_

Name/Title/Date

\_\_\_\_\_

**EDI EXHIBIT  
List of Transaction Sets**

**[The parties to select which Transaction Sets they will utilize and list and note if Digital Codes are required; this is an example list, no Digital Codes required.]**

Trans Set Id	Transaction Description and ANSI Version	Send (S) or Receive (R) By Company	Functional Acknowledgment Deadline	Applicable Response Document/Transaction Set
811	Shipper Imbalance / Version _____			
811	Transportation Invoice / Version _____			
820	Remittance Advice / Version _____			
822	Statement of Account / Version _____			
840	Capacity Release Prearranged Deals / Version _____			
840	Firm Transportation and Storage Capacity Offer / Version _____			
840	Firm Transportation and Storage Capacity Offer Withdrawal / Version _____			
840	Operationally Available and Unsubscribed Capacity / Version _____			
843	Capacity Award Notice / Version _____			
843	Capacity Award Withdrawal / Version _____			
843	Firm Transportation and Storage Capacity Bid Review / Version _____			
843	Firm Transportation and Storage Capacity Bid Review Withdrawal / Version _____			
846	Response to Upload of Request for Download of Posted Datasets / Version _____			
846	Upload of Request for Download of Posted Datasets / Version _____			
850	Nomination / Version _____			
850	Request for Confirmation-Pipeline Receiver / Version _____			
850	Request for Confirmation-Pipeline Sender / Version _____			
855	Confirmation Response / Version _____			
855	Nomination Quick Response / Version _____			
860	Pre-Determined Allocation / Version _____			
864	System-Wide Notices / Version _____			
865	Allocation Statement / Version _____			
865	Pre-Determined Allocation - Quick Response / Version _____			
865	Scheduled Quantity / Version _____			
867	Measurement Information / Version _____			

A Functional Acknowledgment (Transaction Set 997) is required for each Document.

Reference is made to the Electronic Data Interchange Trading Partner Agreement between the undersigned pursuant to which this EDI Exhibit is executed.

**Company**

\_\_\_\_\_

Name/Title/Date

\_\_\_\_\_

**Company**

\_\_\_\_\_

Name/Title/Date

\_\_\_\_\_

Return-Path: Charlie.Bass@Tenneco-Energy.com  
From: Charlie.Bass@Tenneco-Energy.com  
X400-Originator: Charlie.Bass@Tenneco-Energy.com  
X400-Recipients: nr-cr@mindspring.com  
X400-Mts-Identifier:  
[/PRMD=TENNECO/ADMD=ADMD/C=US/;0042800001365781000002]  
X400-Content-Type: P2-1988 (22)  
To: " - (052)nr-cr(a)mindspring.com"  
<nr-cr@mindspring.com>  
Subject: Trading Partner Agreement Meeting - March 25, 1997  
Date: Thu, 20 Mar 1997 15:49:50 -0600

To: Cheryl Loewen

As I discussed with you on the phone, we would like to include the following items to be discussed in the Trading Partner Agreement Task Force meeting March 25, 1997.

Liability provision relating to third party providers.

Partner During the original drafting of the Model Trading  
to be agreement, the exchange of EDI documents was envisioned  
environment facilitated through the use of VAN's. The VAN  
The was consider a very structured and secure environment.  
provide a use of the internet to exchange EDI documents will  
environment. less structured and potentially much less secure  
this The Trading Partner agreement needs to be viewed with  
issue in mind. The recent problems with AOL helps to  
punctuate this issue.

Security Keys

Technology This is consistent with the proposal of the Future  
Task Force.

Section 2.2.4 and 2.2.5

We may want to look at deleting Section 2.2.5 since it  
is in direct conflict with Section 2.2.4.

System Failure

The agreement probably needs to contain language on what  
should be done in the case of system failure.

Term - Section 4.1

We would like to see the following sentence added to  
this section.

"A party should be entitled to immediately terminated  
this agreement, upon delivery of notice of termination, if  
the other party uses the EDI for purposes other than those  
into Transaction contemplated by the parties when entering  
this Agreement, or uses the EDI either illegally or for  
illegally purposes."

There are a few other minor provision that would be used to  
interpret the agreement in any legal precedings that I would also like to  
see discussed. I can bring a handout of those items.

See you on Tuesday.

Charlie.

**To:** Model Trading Partner Agreement Group  
Chair: Cheryl Loewen  
**From:** Jim Buccigross, TransCapacity L.P.  
**Date:** March 24, 1997  
**RE:** Proposed changes to the GISB Model Trading Partner Agreement

In order to address certain some issues surrounding "acceptance" in the GISB Model Trading Partner Agreement (MTPA), TransCapacity submits the following comments.

Issues have surfaced regarding the current language in paragraph 2.3 Acceptance, in the GISB MTPA. The current language reads:

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).

Issues arose surrounding the term "obligation" in the case where a Quick Response document is sent in response to a Nomination. This acceptance of the nomination led some parties to question whether the obligation then exists to schedule the gas requested in the nomination. In order to clarify the obligation necessary, TransCapacity proposes one of the following clauses, or similar language be appended to paragraph 2.3.

**Alternative 1:** "Obligation as used in this paragraph may be defined as further processing of the accepted Document."

**Alternative 2:** "Obligation as used in this paragraph is defined in the agreement(s) to which the accepted Document is sent pursuant to."

**Alternative 3:** "Obligation as used in this paragraph is defined in the agreement(s) which gave rise to the transmission of the accepted Document."

TransCapacity is open to a solution to this acceptance issue. The specific language is less important than is a mutually agreeable solution. TransCapacity remains willing to modify its language and/or accept similar language in pursuit of this solution.

# R97035

## Gas Industry Standards Board

Request for Initiation of a GISB Standard for Electronic Business Transactions  
or  
Enhancement of an Existing GISB Standard for Electronic Business Transactions

Date of Request: January 22, 1997

1. Submitting Entity & Address:

Future Technology Task Force

2. Contact Person, Phone #, Fax #, Electronic Mailing Address:

Name: Susan Croley  
Title: Member of Task Force  
Phone: (713)617-6021  
Fax: (713)627-4066  
Email: spcroley@panenergy.com

Name: George Heal  
Title: Task Force Co-Chair  
Phone: (403)290-6112  
Fax: (403)261-8493  
Email: george.heal@pipe.nova.ca

3. Description of Proposed Standard or Enhancement:

Provide information in the model Trading Partner Agreement to accomodate the use of Internet Electronic Delivery Mechanism for any organizations using the new standards starting April 1, 1997. The following are the requested revisions to the Model Electronic Data Interchange Trading Partner Agreement, its Appendices and Exhibits:

Append the Definition of Technical Terms right before Section 1. Prerequisites.

Paragraph

1.4 Revision

1.4 Deleted

Security Procedures. Each party shall properly use those security procedures, including those specified in the Appendix if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

#### 1.4 Added

Security Procedures. Each party shall properly use those security procedures, including those specified in the GISB standards if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

##### 1.4.1 Added

Security Key Exchanges. The manner in which any public encryption keys are to be changed or exchanged will be specified in the Appendix. The procedures required for changing and exchanging public encryption keys when a Provider is elected will also be specified in the Appendix. Public keys must be communicated in electronic form between trading partners. Each party shall provide a guideline as to the communication method and frequency for changing their public key if done on a scheduled basis. However, if a party has cause to request an emergency key change, the trading partner this should be required to change their key ring with as little as 24 hour notification.

#### 2.1 Deleted

Appendix as the receiving party's electronic mailbox provided by the receiving party's Provider.

#### 2.1 Added

Appendix as the receiving party's electronic mailbox or URL provided by the receiving party's Provider.

##### 2.1.1 Added

Date and time of receipt of transaction, such as a nomination, is defined in a data element in the HTTP response called time-c to indicate completion of processing at the receiving Internet server.

#### Appendix i

(applies across all transaction set types)

Change DUNS NUMBER to COMMON CODE IDENTIFIER in all instances.

#### Appendix ii

(applies to a subset of transaction set types)

Include Trading Partner Name and EDI Agent Name assuming the EDI agent is the primary contact when this information is used.

Exhibit iii

(Applies to a subset of transaction set types)

(When using VANs or Internet, both trading partners will have a VAN account or URL, respectively.)

Add an indicator to show selection between VAN EDM or Internet EDM

For Internet EDM Only, add the following:

Uniform Resource Locator (hostname or IP Address, directory, program name):

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Basic Authentication userid:

---

Basic Authentication password:

---

Common Code Identifier (example: DUNS Number of trading partners or EDI agents) to be used in envelope tags for Internet EDM; these may differ from those appearing in the ST segments of the X12 file):

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Add the following for Disaster Recovery if used for contingency:

The following should be completed if Disaster Recovery site is to be used by the trading partner to substitute for their primary site (this site must GISB compliant) under extraordinary circumstances:

Disaster Recovery Uniform Resource Locator (if trading partner has a Disaster Recovery hot site and uses a different URL for this disaster recovery site) :

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Procedures for notification of switching to Disaster Recovery plan:

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Conditions under which the Disaster Recovery site may be used:

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Fallback plan if the Disaster Recovery site does not work:

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Exhibit iv

4. SECURITY PROCEDURES.

Add 4.1 File Encryption Procedures (as it applies to Internet EDM only):

4.1a) Contact for public key exchange (emergency and scheduled)

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

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c) Chosen method of key exchange (examples: diskette via certified mail or SMTP e-mail)

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d) Scheduled public key exchange procedures (if any; also, please include frequency)

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e) Emergency public key exchange procedures (mandatory)

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f) Verification procedures to confirm appropriate exchange of public keys (example: fingerprint comparison via phone)

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g) Other

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4. Use of Proposed Standard or Enhancement (include how the standard will be used, documentation on the description of the proposed standards, any existing documentation of the proposed standard, and required communication protocols):

This information will be pertinent in establishing business rules and expectations between trading partners on means by which to communicate with each other over the Internet.

5. Description of Any Tangible or Intangible Benefits to the Use of the Proposed Standard or Enhancement:

Avoids confusion on things such as:

ANSI X12 transaction sets (ex: 810 inbound, 850 outbound) to be supported in the use of Internet Electronic Delivery Mechanism (EDM) as opposed to some other EDM such as VANs

What the complete URL should be to set up appropriate firewall access and lookup of addresses for the target partner to use in transmitting files (Standard 4.3.12); this includes hostname or IP Address, any non-standard HTTP port used, directory path, and program name

Encryption key distribution and maintenance procedures - notification process of public key change to partner, the mechanism used for exchange of keys, and verification of exchange (Standard 4.3.15)

How and with whom the public key exchange will be verified

Use of mutually agreed-upon data elements in the HTTP envelope tags

What Common Code Identifiers will be used by the parties

Fallback procedures in the event of failure of transmission using Internet EDM such as a temporary outage (in the event that a standard is not approved by GISB to define the fallback procedure)

Procedures in the event of Disaster Recovery for each trading partner if the trading partner has Disaster Recovery procedures that may include a hot site in the event of some disaster that will cause a longer than temporary outage; these disasters may include, for example: hurricane, tornado, earthquake, flood, an explosion or fire, etc.

Roles and responsibilities of each trading partner (including EDI agents)

6. Estimate of Incremental Specific Costs to Implement Proposed Standard or Enhancement:

None as related to the change in the model Trading Partner Agreement

7. Description of Any Specific Legal or Other Considerations:

8. If This Proposed Standard or Enhancement Is Not Tested Yet, List Trading Partners Willing to Test Standard or Enhancement (Corporations and contacts):

Members of the Future Technology Task Force

9. If This Proposed Standard or Enhancement Is In Use, Who Are the Trading Partners:

Any organization that would like to conduct business in the gas industry using the standards related to Electronics Delivery Mechanism of EDI transactions over the Internet starting April 1, 1997. See standard 4.3.8.

10. Attachments (such as: further detailed proposals, transaction data descriptions, information flows, implementation guides, business process descriptions, examples of ASC ANSI X12 mapped transactions):

Gas Industry Standards Board Internet EDM Standards Manual

Current Model EDI Trading Partner Agreement

Definition of Technical Terms (to be inserted before Section 1. Prerequisites.)

## DEFINITION OF TECHNICAL TERMS

basic authentication - the mechanism of a userid and password prompt in the Web server software to allow only authorized parties access to the directories on the server

cipher - a system to conceal data by encryption, the rearranging and/or substitution of characters with others

ciphertext - the resulting file or message after an encryption algorithm has been executed against it; only the intended recipient using the appropriate keys can decrypt the file

digital signature - data that is appended to or accompanies a file or message. It is used to attest to the authenticity of the file. Once the signature is attached to the file and if, afterwards, the file is modified, the digital signature will not verify when the file arrives at its intended destination.

### MODEL ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

electronic data interchange (EDI) - the use of a shared standard data format to communicate transactions between two or more different computer applications. An EDI translator is used to perform the task of translating from the standard data format to an application format and to a standard data format from an application format.

electronic delivery mechanism (EDM) - the method used to electronically transmit transactions, such as those in EDI format, to a trading partner.

encryption key - a set of characters used to encrypt or decrypt a file or message.

key fingerprint - a collection of 16 hexadecimal numbers(each, one byte in length) that can be viewed to confirm the authenticity of the key. This is handy to use when verifying proper key exchange by each party viewing the fingerprint on their key rings and comparing to ensure that they are the same for that company.

key ring - a file containing the public or private keys.

Uniform Resource Locator (URL) - describes the protocols that you need to access the resources and point to the appropriate Internet locations. This URL is usually comprised of six parts: protocol, domain name or host name, port address, directory path, object name and a specific hypertext location within the object name if needed.



**DEFENSE LOGISTICS AGENCY**

**DEFENSE FUEL SUPPLY CENTER  
8725 JOHN J. KINGMAN ROAD, SUITE 4950  
FT. BELVOIR, VIRGINIA 22060-6222**

IN REPLY  
REFER TO **DFSC-A**

Ms. Rae McQuade  
Gas Industry Standards Board  
1100 Louisiana, Suite 4925  
Houston, TX 77002

Dear Ms. McQuade:

Reference is made to the Gas Industry Standards Board (GISB) proposed Trading Partner Agreement (TPA). The Defense Fuel Supply Center (DFSC) hereby requests a change to Section 4.4, Governing Law, to add U.S. Federal Laws. As you are aware, DFSC is a Federal Agency, and the changes included below are necessary for DFSC to conduct business in accordance with the GISB TPA. For your convenience, I have included both, the original text and the DFSC recommended version. Please consider this change in the next Trading Partner Agreement meeting, 25 Mar 97.

*Original Text:*

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.

*Recommended Text:*

4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the [state of \_\_\_\_\_] [commonwealth of \_\_\_\_\_] [province of \_\_\_\_\_] [United States of America], excluding any conflict-of-law rules and principles of [that state] [that commonwealth] [that province] [the United States] which would result in reference to the laws or law rules of another jurisdiction.

Should you have additional questions, please contact me at (703) 767-8531 or e-mail [dstephens@dfsc.dla.mil](mailto:dstephens@dfsc.dla.mil).

Sincerely,

/ SIGNED /

Dave Stephens  
Alternative Fuels