

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, _____, by and between _____, a _____ [specify corporation or other entity type], with offices at _____ and _____, a _____, [specify corporation or other entity type] with offices at _____ (collectively, the "parties").

RECITALS

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

WHEREAS, the parties desire to assure that such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with respect to computer to computer exchange of information, also known as Electronic Data Interchange ("EDI") transactions; and

WHEREAS, recognizing that this Trading Partner Agreement (TPA) is a confidential document whose revelation could jeopardize the commerce and communication that is conducted between the parties to this agreement, the parties should take at least the same amount of care to secure this TPA as would be taken with any other proprietary, internal or contractual document.

NOW THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Prerequisites

1.1 Data Communications. Each party may electronically transmit to or receive from the other party any of the transaction sets (collectively "Documents") listed in the Exhibit(s), as such Exhibit(s) may be revised by written agreement. 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).

1.2. Third Party Service Providers

1.2.1 Data Communications will be transmitted electronically to each party as specified in the Exhibit(s), either directly or through any third party service provider ("Provider") with whom either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party.

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). Each party shall be responsible for services and performance needed to carry out its responsibilities under this agreement.

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 effectuate transactions pursuant to Section 2.

1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications to, and receive Data Communications from the parties' respective Receipt Computers.

1.4 Security Procedures

1.4.1 Each party shall use those security procedures specified in the North American Energy Standards Board ("NAESB") standards and the Exhibit(s). The manner in which public 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 facilitate secure electronic communication. The parties shall change their public key as set forth in the Exhibit(s). However, in emergency situations in which it is necessary to change a key immediately, each party shall provide the other party with immediate notice of the change. Each party shall provide to the other its public key by either: (a) a certified or receipt mail service using a diskette with the public key contained in an ASCII text file; or, (b) an electronic simple mail transfer protocol ("SMTP") mail message with the public key contained in the body. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by phone or by other comparable means.

1.5 Signatures. Each party shall adopt as its signature private keys which shall be applied to 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 sender.

Section 2. Transmissions

2.1 Proper Receipt

2.1.1 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 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 Receipt Computer shall be defined in the Exhibit(s) as the receiving party's URL provided by the receiving party's Provider.

2.1.2 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 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 (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.

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 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 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 and promptly retransmit the Document or otherwise contact the receiving party.

2.3 Functional Acknowledgement and Response Document

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 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.

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 retransmit the Document or otherwise contact the receiving party. If the Functional Acknowledgment does not indicate any error, the Functional Acknowledgment shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.3 If there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Functional Acknowledgment, the sending party's records of the contents of the Document shall control, unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.4 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 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 sent by the receiving party to the sending party in response to the substantive content of the related Document.

2.3.5 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 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 any error, the Response Document shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.6 If the parties have mutually agreed to the use of a Response Document, and if there has been proper receipt pursuant to Section 2.1, verification and successful decryption 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 unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.7 Retransmissions. If the sending party of a Document has not received a corresponding Functional Acknowledgment or Response Document within the time frame indicated in the Exhibit(s), the sending party shall retransmit the Document and such Document shall be considered a new transmission for purposes of Section 2.

Section 3. Terms

3.1 Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to 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.

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:

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

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

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 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 immediate notice defining which Data Communications under this Agreement are affected, and the reasons therefore, and may provide notice of termination of this Agreement as provided in Section 4.8, effective immediately upon receipt of such notice by the other party to this Agreement.

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 applicable law.

3.5. Validity: Enforceability

3.5.1 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 transmission and receipt of Data Communications.

3.5.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is applied, a Digital Signature ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.5.3 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the parties to be bound thereby. Signed Documents, 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 Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

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, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

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

4.3 Entire Agreement. This Agreement and the Exhibit(s) constitute the complete agreement 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 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.

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 permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement.

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

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

4.7 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 or receipt of any Data Communications pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from Data Communications 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 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 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 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 the prior written approval of the other party, which approval shall not be unreasonably withheld;

provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

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

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

4.12 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
Data Communications	Section 1.1
Digital Signature	Section 1.5
Documents	Section 1.1
Electronic Data Interchange, EDI	Recital
Functional Acknowledgment parties	Section 2.3.1
Provider	Header
Receipt Computer	Section 1.2.1
Response Document	Section 2.1.2
Signed Documents	Section 2.3.4
time-c	Section 3.5.2
Uniform Resource Locator, URL	Section 2.1.1
	Section 2.1.2

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

Company Name: _____	Company Name: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT ____

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____
TO BE EFFECTIVE _____ (date)

1. Contact Information:
- Company Name: _____
Street Address: _____
City: _____
State/Province/Commonwealth: _____
Zip/Postal Code: _____
Attention [Name, Title]: _____
Phone: _____ Fax: _____ Email Address: _____
Legal Entity Common Code (D-U-N-S®(Number): _____
- Company Name: _____
Street Address: _____
City: _____
State/Province/Commonwealth: _____
Zip/Postal Code: _____
Attention [Name, Title]: _____
Phone: _____ Fax: _____ Email Address: _____
Legal Entity Common Code (D-U-N-S®(Number): _____
2. Special Allocation Costs if Any: _____

(A registered trademark of Dun & Bradstreet Corporation)

EXHIBIT ____

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____
TO BE EFFECTIVE _____ (date)

3. Communication Specifics:
- Company Name: _____
EDI Contact Phone Number: _____
Provider Name: _____
Receipt Computer URL (include host name or IP address, any non standard port, directory and program name as necessary): _____
Basic Authentication Userid: _____
Basic Authentication Password: _____
HTTP to/from Tag: _____
Is the "transaction set" supported in the HTTP envelope (Yes/No)? _____
- Company Name: _____
EDI Contact Phone Number: _____
Provider Name: _____
Receipt Computer URL (include host name or IP address, any non standard port, directory and program name as necessary): _____
Basic Authentication Userid: _____
Basic Authentication Password: _____
HTTP to/from Tag: _____
Is the "transaction set" supported in the HTTP envelope (Yes/No)? _____

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

EXHIBIT ____

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____
TO BE EFFECTIVE _____ (date)

5. Standards and Industry Guidelines: (Specify all applicable standards, issuing organizations, and published industry guidelines.)

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

6. Security Procedures: (Define security procedures, including but not limited to encryption, authentication, and GPG or PGP version.)

6.1 Public Encryption Key Exchange Procedures:

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

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

c) Chosen electronic method of key exchange

d) Scheduled public encryption key exchange procedures including frequency

e) Emergency public encryption key exchange procedures

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

g) Other

EXHIBIT ____

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____
TO BE EFFECTIVE _____ (date)

7. Terms and Conditions: (If no special terms and conditions have been agreed upon, enter "None.")

8. Data Retention: (If no special data retention procedures have been agreed upon, enter "None.")

9. Limitation on Direct Damages: (If no limitation has been agreed upon, enter "None.")

10. Confidential Information: (See Section 3.4. If no limitation has been agreed upon, enter "None.")

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.

Company Name: _____ Company Name: _____

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

**NAESB Trading Partner Agreement User's Guide
for Use in Retail Applications**

The purpose of this User's Guide is to explain how some common concerns related to using the NAESB Trading Partner Agreement (TPA) in a retail environment may be addressed. This is not meant to provide detailed instructions on completing each section of the agreement. The TPA, which has been in use for WGQ Applications since 1997, provides standard language that can be used as a starting point. The Exhibit to the TPA (Exhibit) provides contractual flexibility designed to address the unique circumstances between any two trading partners.

1. Why would I want to use the NAESB Trading Partner Agreement in a retail environment?

Originally developed for wholesale natural gas trading partners, the NAESB TPA has stood the test of time and has already been used in some retail markets with virtually no modification. The current version incorporates some new aspects that tailor it to retail. Its construction allows it to be customized as needed by the potential trading partners without diluting its value as a standardized agreement.

2. Does the term "EDI" refer exclusively to ASC X12 or can it be interpreted more broadly, i.e. covering all uniform electronic transactions?

As used in the NAESB TPA, "EDI" is used in its broadest¹ interpretation and refers to any electronic (computer to computer) transfer of data between the trading partners. If necessary, Section 7 of the Exhibit can be used to further define the term "EDI" as used by the trading partners.

3. The recitals at the beginning of the TPA state that the agreement is confidential, but Section 3.4 goes on to state that the content of the transactions covered by the agreement are not. Isn't this a conflict and since retail customer data is confidential, does this make it impossible to use the TPA for retail transactions?

There is no conflict. Section 3.4 was written conservatively by requiring the parties to itemize the information that they desire to be treated as confidential. The trading partners do this by itemizing the confidential data items in Section 10 of the Exhibit.

4. The datasets I use are not NAESB datasets but are very similar. Further, state regulations mandate their usage in my jurisdiction. Can the TPA accommodate this situation?

Sections 4 and 5 of the Exhibit facilitate customizing the TPA to any jurisdiction or accommodating any special needs the trading partners have. Section 4 of the Exhibit is a template where the specific transactions used by the parties can be listed within the table. Section 5 of the Exhibit can be used to reference datasets or transactions mandated for use in a specific jurisdiction.

5. Section 2 of the Exhibit provides for identification of Special Allocation Costs. What are these costs?

This is a general section where the parties may agree as to the cost recovery for any costs associated with transactions governed by the TPA. For example, in some jurisdictions, VAN fees are assessed when a party is unable to utilize the internet on a temporary basis.

¹ While the term EDI for the Wholesale Gas application refers to the ASC X12, such interpretation does not preclude broader usage.

**NAESB Trading Partner Agreement User's Guide
for Use in Retail Applications**

6. May I modify the TPA?

The use of the Exhibit allows trading partners to utilize the TPA in a wide variety of situations-without modifying the standard contract itself. If the trading partners modify the contract itself, this means the TPA is no longer the standard NAESB TPA and, at a minimum, the NAESB watermark must be removed from the document. In addition, any modification to the TPA terms, whether electronically or to the paper form, should be clearly communicated to all counterparties.

7. How do I customize the TPA to meet my specific needs?

The Exhibit provides an exhaustive template for filling in the needed implementation details to completely describe the trading partner's specific intentions.

8. The TPA contains no language about resolving disputes between the parties. Can dispute resolution language be added to the TPA?

The drafters of the NAESB TPA presumed that other Governing Documents, such as a master agreement between the trading partners or specific rules within a given jurisdiction, would dictate a dispute resolution procedure. If needed, dispute resolution language or a reference to a state's dispute resolution procedures could be added to Section 7 of the Exhibit.

9. The TPA does not address data back-up, yet it is a good practice and in many cases required by various federal and state requirements. Why doesn't the TPA address back-up?

The TPA is designed to address the transfer of information between trading partners and not any back-office systems issues including, but not limited to, data back-up. This, however, does not preclude two mutually agreeing parties from adding special terms and conditions addressing data back-up in Section 7 of the Exhibit.

10. Why is there no *course of dealing* and/or *course of performance* language in the TPA? If I want to add such language, how would I go about doing so?

The interpretation of *course of dealing* and *course of performance* varies from jurisdiction to jurisdiction. It would be difficult to agree on standard language to be included in a section covering this topic. However, this does not preclude two parties from adding such language in jurisdictions where it may be required or desired. This may require reviewing language in Sections 4.3 and 4.10 to determine if any modifications are necessary to address language that might be interpreted to preclude the addition of *course of dealing* and *course of performance* language. Following this review, parties can then agree to modify or supplement the language in Sections 4.3 or 4.10 by placing appropriate language in Section 7 of the Exhibit.

11. I just received the NAESB TPA from someone and it does not have the NAESB watermark on it - why?

There are several reasons this could happen. The company preparing the TPA may have deleted the NAESB watermark because they modified the TPA - or - the company preparing the TPA may have had word processor problems that prevented them from printing the watermark. Ask the company that sent you the TPA.

**NAESB Trading Partner Agreement User's Guide
for Use in Retail Applications**

12. How do I know if the TPA that someone sends me is the standard TPA?

There are several things you should check. Compare the TPA to the original you downloaded or received from NAESB. Make sure the date is the same, the watermark appears and that the copyright language is in place. Ask the company that forwarded the TPA to you.

13. Why is the watermark not appearing on the TPA that I downloaded from NAESB?

In the conversion process for word processors, there are differing ways that watermarks are dealt with. Make sure that you are reading the file you downloaded with the word processor for which it was formatted.

14. Why are the pages printing differently than the standard TPA as posted on the NAESB website?

Many word processors reformat documents according to the printer that you are using. When you initiate the TPA in your word processor, you may have to make some minor adjustments to the margins or font sizes to get the pagination to stay the same.

SAMPLE