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**MODEL  
ELECTRONIC DATA INTERCHANGE  
TRADING PARTNER AGREEMENT**

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, 19\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation, with offices at \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_ corporation, with offices at \_\_\_\_\_(collectively, the "parties").

RECITALS

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

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 electronic data interchange ("EDI") Transactions.

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. Documents: Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s) of the Appendix, and transaction sets which the parties by written agreement add to the Appendix (collectively "Documents"). Any transmission of data which is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. All Documents shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Appendix. The Appendix to this Agreement is attached hereto and made a part hereof; the Appendix and Exhibit(s) thereto hereafter are referred to as the "Appendix". In the event of a conflict between the provisions in the body of this Agreement and the Appendix, the Appendix will govern.

32 1.2. Third Party Service Providers.

33 1.2.1. Documents will be transmitted electronically to each party either, as specified in the  
34 Appendix, directly or through any third party service provider ("Provider") with which either  
35 party may contract. Either party may modify its election to use, not use or change a Provider  
36 upon 30 days prior written notice.

37 1.2.2. Each party shall be responsible for the costs of any Provider with which it contracts,  
38 unless otherwise set forth in the Appendix. Unless otherwise stated in the Appendix, the  
39 sending party shall pay all costs to get its data to the receiving party's Receipt Computer and  
40 the receiving party shall pay all costs to retrieve the data.

41 1.2.3. Each party shall be liable for the acts or omissions of its Provider while transmitting,  
42 receiving, storing or handling Documents, or performing related activities, for such party;  
43 provided, that if both the parties use the same Provider to effect the transmission and receipt  
44 of a Document, the originating party shall be liable for the acts or omissions of such Provider  
45 as to such Document. This provision does not limit any claim of a party against a Provider in  
46 respect of any act or omission.

47 1.3. System Operations. Each party, at its own expense, shall provide and maintain the  
48 equipment, software, services and testing necessary to effectively and reliably transmit and  
49 receive Documents. Any special data retention requirements shall be set forth in the  
50 Appendix.

51 1.4. Security Procedures. Each party shall properly use those security procedures, including  
52 those specified in the Appendix, if any, which are reasonably sufficient to ensure that all  
53 transmissions of Documents are authorized and to protect its business records and data from  
54 improper access.

55 1.5. Signatures. Each party shall adopt as its signature an electronic identification consisting  
56 of symbol(s) or code(s) which are to be affixed to or contained, where required, in the  
57 Document transmitted by such party ("Signature Code(s)"). Such Signature Code(s) shall be  
58 specified in the Appendix. In such cases where a Signature Code(s) is required for one or  
59 more Transaction Set(s), the requirement shall be specified in the Appendix applicable to such  
60 Transaction Set(s). Each party agrees that the Signature Code(s) of such party affixed to or  
61 contained in any transmitted Document shall be sufficient to verify such party originated such  
62 Document(s). Neither party shall disclose to any unauthorized person the Signature Code(s)  
63 of the other party.

64 **Section 2. Transmissions.**

65 2.1. Proper Receipt. Documents shall not be deemed to have been properly received, and  
66 no Document shall give rise to any obligation, until accessible to the receiving party at such  
67 party's Receipt Computer designated in the Appendix. ~~Where the parties employ the services~~  
68 ~~of Providers to transmit and receive Documents,~~ *the Receipt Computer shall be defined in*  
69 *the Appendix-as the receiving party's electronic mailbox or Uniform Resource Locator (URL).*  
70 *Where the parties employ the services of Providers to transmit and receive Documents, the*  
71 *Receipt Computer shall be defined in the Appendix as the receiving party's electronic mailbox*  
72 *or Uniform Resource Locator (URL) provided by the receiving party's Provider.*

73 2.2. Verification.

74 2.2.1. Upon proper receipt of any Document, the receiving party shall promptly and properly  
75 transmit a functional acknowledgment in return, unless otherwise specified in the Appendix.

76 2.2.2. For the purposes of this Agreement, a "functional acknowledgment" means an ASC  
77 X.12 Transaction Set 997, which confirms a Document (in the format specified by such  
78 acknowledgment) has been received and whether all required portions of the Document are  
79 syntactically correct, but which does not confirm the substantive content(s) of the related  
80 Document.

81 2.2.3. By mutual agreement, the parties may designate in the Appendix a "response  
82 document" Transaction Set as a substitute for or in addition to an ASC X.12 Transaction Set  
83 997. A "response document" confirms that a Document (in the format specified by such  
84 acknowledgment) has been received, and whether all required portions of the Document are  
85 syntactically correct, and contains data sent by the receiving party to the sending party in  
86 response to the substantive content of the related Document. If the parties designate a  
87 response document as a substitute for a functional acknowledgment, the time requirements in  
88 the Appendix applicable to functional acknowledgments shall apply to such response  
89 documents.

90 2.2.4. A functional acknowledgment, or a response document that has been designated in the  
91 Appendix as a substitute for a functional acknowledgment, shall constitute conclusive  
92 evidence a Document has been properly received.

93 2.2.5. Except as to conditions governed under Section 2.4, in the event the receiving party  
94 fails to promptly and properly transmit a functional acknowledgment or response document in  
95 return for a properly received Document, where required, the originating party's records of the  
96 contents of the Document shall control.

97 2.3. Acceptance. If acceptance of a Document is required by the Appendix, any such  
98 Document which has been properly received shall not give rise to any obligation unless and  
99 until the party initially transmitting such Document has properly received in return an  
100 Acceptance Document (as specified in the Appendix).

101 2.4. Garbled Transmissions. If any transmitted Document is received in an unintelligible or  
102 garbled form, the receiving party shall promptly notify the originating party (if identifiable from  
103 the received Document) in a reasonable manner. In the absence of such a notice and where  
104 a functional acknowledgment or response document has resulted, the originating party's  
105 records of the contents of such Document shall control.

106 2.5. Retransmissions. If the originating party of a Document has not properly received a  
107 corresponding functional acknowledgment or response document within the Retransmission  
108 Timeframe indicated in the Appendix, the originating party shall retransmit the Document.

109 **Section 3. Transaction Terms.**

110 3.1. Terms and Conditions. This Agreement is to be considered part of any other written  
111 agreement referencing it or referenced in the Appendix. In the absence of any other written  
112 agreement applicable to any Transaction made pursuant to this Agreement, such Transaction  
113 (and any related communication) also shall be subject to [CHOOSE ONE]:

114 [A] those terms and conditions, including any terms for payment, included in the  
115 Appendix.

116 [B] the terms and conditions included on each party's standard printed applicable forms  
117 attached to or identified in the Appendix [as the same may be amended from time to time by  
118 either party upon written notice to the other]. The parties acknowledge that the terms and  
119 conditions set forth on such forms may be inconsistent, or in conflict, but agree that any  
120 conflict or dispute that arises between the parties in connection with any such Transaction will  
121 be resolved as if such Transaction had been effected through the use of such forms.

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

124 The terms of this Agreement shall prevail in the event of any conflict with any other terms and  
125 conditions applicable to any Transaction. Notwithstanding the foregoing and Section 4.1 of  
126 this Agreement, if any party determines that this Agreement is in conflict with either that  
127 party's existing tariff or an obligation imposed by a governmental entity exercising jurisdiction  
128 over that party, then the affected party shall give immediate notice defining which terms of this

129 Agreement are affected, and the reasons therefor, and may provide notice of termination of  
130 this Agreement as provided in Section 4.7, effective immediately upon receipt of such notice  
131 by the other party to this Agreement.

132 3.2. Confidentiality. No information contained in any Document or otherwise exchanged  
133 between the parties shall be considered confidential, except to the extent provided in Section  
134 1.5, by written agreement between the parties, or by applicable law.

135 **3.3. Validity: Enforceability.**

136 3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to  
137 create binding obligations pursuant to the electronic transmission and receipt of Documents  
138 specifying certain of the applicable terms.

139 3.3.2. Any Document properly transmitted pursuant to this Agreement shall be considered, in  
140 connection with any Transaction, any other written agreement described in Section 3.1, or this  
141 Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to  
142 which there is affixed, a Signature Code ("Signed Documents") shall be deemed for all  
143 purposes (a) to have been "signed" and (b) to constitute an "original" when printed from  
144 electronic files or records established and maintained in the normal course of business.

145 3.3.3. The conduct of the parties pursuant to this Agreement, including the use of Signed  
146 Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes,  
147 evidence a course of dealing and a course of performance accepted by the parties in  
148 furtherance of this Agreement, any Transaction and any other written agreement described in  
149 Section 3.1.

150 3.3.4. The parties agree not to contest the validity or enforceability of Signed Documents  
151 under the provisions of any applicable law relating to whether certain agreements are to be in  
152 writing or signed by the party to be bound thereby. Signed Documents, if introduced as  
153 evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be  
154 admissible as between the parties to the same extent and under the same conditions as other  
155 business records originated and maintained in documentary form. Neither party shall contest  
156 the admissibility of copies of Signed Documents under either the business records exception  
157 to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not  
158 originated or maintained in documentary form.

159 **Section 4. Miscellaneous.**

160 4.1. Term. This Agreement shall be effective as of the date first set forth above and shall  
161 remain in effect until terminated by either party with not less than 30 days prior written notice

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

167 4.2. Severability. Any provision of this Agreement which is determined to be invalid or  
168 unenforceable will be ineffective to the extent of such determination without invalidating the  
169 remaining provisions of this Agreement or affecting the validity or enforceability of such  
170 remaining provisions.

171 4.3. Entire Agreement. This Agreement and the Appendix constitute the complete agreement  
172 of the parties relating to the matters specified in this Agreement and supersede all prior  
173 representations or agreements, whether oral or written, with respect to such matters. No oral  
174 modification or waiver of any of the provisions of this agreement shall be binding on either  
175 party. No obligation to enter into any Transaction is to be implied from the execution or  
176 delivery of this Agreement. This Agreement is solely for the benefit of, and shall be binding  
177 solely upon, the parties their agents and their respective successors and permitted assigns.  
178 This Agreement is not intended to benefit and shall not be for the benefit of any party other  
179 than the parties hereto and no other party shall have any right, claim or action as a result of  
180 this Agreement.

181 4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance  
182 with the laws of the state [commonwealth], [province] of \_\_\_\_\_, excluding  
183 any conflict-of-law rules and principles of that state [commonwealth] [province] which would  
184 result in reference to the laws or law rules of another jurisdiction.

185 4.5. Force Majeure. No party shall be liable for any failure to perform its obligations in  
186 connection with any Transaction or any Document, where such failure results from any act of  
187 God or other cause beyond such party's reasonable control (including, without limitation, any  
188 mechanical, electronic or communications failure) which prevents such party from transmitting  
189 or receiving any documents and which, by the exercise of due diligence, such party is unable  
190 to prevent or overcome.

191 4.6. Exclusion of Certain Damages. Neither party shall be liable to the other for any special,  
192 incidental, exemplary or consequential damages arising from or as a result of any delay,  
193 omission or error in the electronic transmission or receipt of any Documents pursuant to this  
194 Agreement, even if either party has been advised of the possibility of such damages and  
195 **REGARDLESS OF FAULT**. Any limitation on direct damages to software and hardware  
196 arising from this Agreement shall be set forth in the Appendix.

197 4.7. Notices. All notices required or permitted to be given with respect to this Agreement  
198 shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other  
199 methods specified in the Appendix to the addressee party at such party's address as set forth  
200 in the Appendix. Either party may change its address for the purpose of notice hereunder by  
201 giving the other party no less than five (5) days prior written notice of such new address in  
202 accordance with the preceding provisions.

203 4.8. Assignment. This Agreement may not be assigned or transferred by either party without  
204 the prior written approval of the other party, which approval shall not be unreasonably  
205 withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's  
206 affiliate or successor in interest shall be permitted without prior consent if such party assumes  
207 this Agreement.

208 4.9 Waivers. No forbearance by any party to require performance of any provisions of this  
209 Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to  
210 enforce it.

211 4.10 Counterparts. This Agreement may be executed in any number of original counterparts  
212 all of which shall constitute but one and the same instrument.

213 *4.11 Reference. This section will list each technical term in this contract and cross reference*  
214 *that term to its location and definition in the body of the document.*

215 *EDI            Electronic Data Interchange*  
216 *The computer to computer exchange of information.*  
217 *Used in:        Recitals page 1*

218 *URL            Uniform Resource Locator*  
219 *Describes the protocols that you need to access the resources and point to the*  
220 *appropriate Internet locations. This URL is usually comprised of six parts:*  
221 *protocol, domain name or host name, port address, directory path, object name*  
222 *and a specific hypertext location within the object name if needed.*  
223 *Used in:        Section 2.1*

224 *key fingerprint*  
225 *A collection of 16 hexadecimal numbers (each, one byte in length) that can be*  
226 *viewed to confirm the authenticity of the key. This is handy when verifying*  
227 *proper key exchange by each party viewing the fingerprint on their key rings and*  
228 *comparint to ensure that they are the same for that company.*  
229 *Used in:        Section 4.1 (f)*

230 *EDM*                      *Electronic Delivery Mechanism*  
231                              *The method used to electronically transmit transactions, such as those in EDI*  
232                              *format, to a trading partner.*  
233                              *Used in:            Exhibit XXX page i Item 1*

234 *basic authentication*  
235                              *The mechanism of a userid and password prompt in the Web server software to*  
236                              *allow only authorized parties to the directories on the server.*  
237                              *Used in:            Exhibit XXX page iii Item 4*

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

240	Company Name:_____	Company Name:_____
241	By:_____	By:_____
242	Name:_____	Name:_____
243	Title:_____	Title:_____
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Page \_\_\_\_\_ of \_\_\_\_\_

APPENDIX  
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT  
DATE \_\_\_\_\_  
TO BE EFFECTIVE \_\_\_\_\_ (DATE)

250 COMPANY NAME \_\_\_\_\_

251 STREET ADDRESS \_\_\_\_\_

252 CITY \_\_\_\_\_ STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_

253 ZIP/POSTAL CODE \_\_\_\_\_

254 ATTENTION \_\_\_\_\_

255 (NAME, TITLE)

256 PHONE \_\_\_\_\_ FAX \_\_\_\_\_

257 OTHER NOTICE METHOD & ADDRESS

258 \_\_\_\_\_

259 *LEGAL ENTITY COMMON CODE (D-U-N-S® number<sup>1</sup>)* ~~DUNS NUMBER~~ \_\_\_\_\_

260 *PROVIDER NAME (if any)* \_\_\_\_\_

261 COMPANY NAME \_\_\_\_\_

262 STREET ADDRESS \_\_\_\_\_

263 CITY \_\_\_\_\_ STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_

264 ZIP/POSTAL CODE \_\_\_\_\_

265 ATTENTION \_\_\_\_\_

266 (NAME, TITLE)

267 PHONE \_\_\_\_\_ FAX \_\_\_\_\_

268 OTHER NOTICE METHOD & ADDRESS

269 \_\_\_\_\_

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<sup>1</sup> *A registered trademark of Dun & Bradstreet Corporation*

270 | *LEGAL ENTITY COMMON CODE (D-U-N-S<sup>®</sup> number<sup>2</sup>)* **DUNS NUMBER** \_\_\_\_\_

271 | *PROVIDER NAME (If any)* \_\_\_\_\_

272 | ALLOCATION OF COSTS:

273 | Sender: [*Pays all costs to get its data to the receiving party's Receipt Computer.*] \_\_\_\_\_

274 | Receiver: [*Pays all costs to retrieve the data.*] \_\_\_\_\_

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<sup>2</sup>

*A registered trademark of Dun & Bradstreet Corporation*

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APPENDIX

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ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

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DATE \_\_\_\_\_

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TO BE EFFECTIVE \_\_\_\_\_ (DATE)

281

RECEIPT COMPUTER: \_\_\_\_\_

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*Date and time of receipt of transaction is defined: Using the Internet EDM model in a data element in*

283

*the HTTP response called time-c; Using the VAN model, the mailbox delivery time:.*

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

285

RECEIPT COMPUTER OR RECEIPT PHONE NUMBER \_\_\_\_\_

286

ISA QUALIFIER \_\_\_\_\_ ISA ID \_\_\_\_\_

287

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

288

RECEIPT COMPUTER OR RECEIPT PHONE NUMBER \_\_\_\_\_

289

ISA QUALIFIER \_\_\_\_\_ ISA ID \_\_\_\_\_

290

(This section may be in the Appendix or in each Exhibit, but must be in one or the other

291

place.)

292

LIST OF EXHIBITS

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

293

All Exhibits attached hereto are to be considered attached to the Appendix and made a part

294

thereof. Where there are any provisions specified both in the Exhibit(s) and in the Appendix,

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those contained in the Exhibit(s) govern.

296

The undersigned do hereby execute this Appendix, which Appendix is attached to and made a

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part of the above referenced Trading Partner Agreement. By execution below the parties

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hereby ratify said Agreement for all purposes set forth in this Appendix and the attached

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Exhibit(s).

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

301

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

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

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

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EXHIBIT XXX (Sequential Number)  
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT  
DATED \_\_\_\_\_  
TO BE EFFECTIVE \_\_\_\_\_ (date)  
COVERING TRANSACTION SET NUMBER \_\_\_\_\_

311 1. DOCUMENT SPECIFIC OPERATING INFORMATION:  
312 (This section covers only the originating Document and its Functional Acknowledgment or  
313 identification and timing of substitute Response Document.)

314 NATURAL GAS DESCRIPTIVE NAME \_\_\_\_\_  
315 ASC X12 VERSION/RELEASE NO. \_\_\_\_\_

316 *ELECTRONIC DELIVERY MECHANISM (Internet, VAN, Other):* \_\_\_\_\_  
317 ~~VAN ACCOUNT ID (as applicable)~~ \_\_\_\_\_

ROW NUM	ITEMS	ORIGINATING PARTY	RECEIVING PARTY
1	COMPANY NAME		
2	EDI COMMUNICATION PHONE NUMBER		
3	<del>THIRD PARTY SERVICE PROVIDER NAME</del> <i>(if different from that in the Appendix)</i>		
4	RECEIPT COMPUTER:		
0	<i>For Internet:</i>		
0	<i>URL</i>		
0	<i>Basic Authentication userid</i>		
0	<i>Basic Authentication password</i>		
0	<i>HTTP from/to tag</i>		
0	<i>For VAN:</i>		
0	<i>VAN Account ID</i>		
0	<i>For Other: Attach additional page as necessary</i>		
5	ISA QUALIFIER		
6	ISA ID CODE		
7	GS ID CODE		
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
17	SIGNATURE CODE		

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EXHIBIT XXX (Sequential Number)  
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT  
DATED \_\_\_\_\_  
TO BE EFFECTIVE \_\_\_\_\_ (date)  
COVERING TRANSACTION SET NUMBER \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the transaction contained in this Exhibit.

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

\_\_\_\_\_  
\_\_\_\_\_

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

4. SECURITY PROCEDURES: (Define security procedures, including but not limited to encryption and authentication, if any.)

\_\_\_\_\_  
\_\_\_\_\_

*4.1 FILE ENCRYPTION PROCEDURES FOR INTERNET ELECTRONIC DELIVERY MECHANISMS (EDM):*

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

\_\_\_\_\_

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

\_\_\_\_\_

*c) Chosen method of key exchange (examples: public encryption keys must be communicated in electronic form)*

\_\_\_\_\_

*d) Scheduled public key change procedures (if any; including frequency)*

\_\_\_\_\_

*e) Emergency public key exchange procedures*

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354

f) *Verification procedures to confirm appropriate exchange of public keys (example: “key fingerprint comparison via phone” A key fingerprint is a collection of 16 hexadecimal numbers that can be viewed to confirm the authenticity of the key.)*

355

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358

359

g) *Other*

360

361

362

5. TERMS AND CONDITIONS: (If no special terms and conditions have been agreed upon, enter “None”.)

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365

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6. DATA Retention (If no special data retention procedures have been agreed upon, enter “None”.)

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7. REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced Agreement. Parties to place a list of type(s) of agreements, as well as language which provides for the incorporation into this Exhibit of all agreements of specified type(s) which are executed subsequent to ratification of this Exhibit.)

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EXHIBIT XXX (Sequential Number)  
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT  
DATED \_\_\_\_\_  
TO BE EFFECTIVE \_\_\_\_\_ (date)  
COVERING TRANSACTION SET NUMBER \_\_\_\_\_

384 8. LIMITATION ON DIRECT DAMAGES: (If no limitation has been agreed upon,  
385 enter "None".)  
386 \_\_\_\_\_  
387 \_\_\_\_\_

388 9. CONFIDENTIAL INFORMATION: (See Section 3.2. If no limitation has been  
389 agreed upon, enter "None".)  
390 \_\_\_\_\_  
391 \_\_\_\_\_

392 *10. Receipt Computer:*  
393 \_\_\_\_\_  
394 \_\_\_\_\_  
395 *Date and time of receipt of transaction is defined: Using the Internet EDM model in a data*  
396 *element in the HTTP response called time-c; Using the VAN model, the mailbox delivery*  
397 *time.*

398 *11. For Internet EDM: HTTP transaction-set supported (Yes/No) \_\_\_\_\_*

399 The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do  
400 hereby ratify said Agreement for all purposes set forth in this Exhibit.

401	COMPANY NAME: _____	COMPANY NAME: _____
402	BY: _____	BY: _____
403	PRINTED	PRINTED
404	NAME _____	NAME _____
405	TITLE: _____	TITLE _____