ELECTRONIC DATA INTERCHANGE

2

TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the

4   "Agreement") is made as of _____, ____, by and between

_____, a _____ [specify corporation or other entity type],

6   with offices at _____ and _____, a

_____, [specify corporation or other entity type] with offices at

8   _____ (collectively, the "parties").

RECITALS

10   WHEREAS, the parties desire to facilitate transactions, reports and other information

exchanged by electronically transmitting and receiving data in agreed formats; and

12   WHEREAS, the parties desire to assure that such transactions are not legally invalid or

unenforceable as a result of the use of available electronic technologies for the mutual

14   benefit of the parties; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with

16   respect to computer to computer exchange of information, also known as Electronic Data

Interchange ("EDI") transactions.

18   NOW THEREFORE, in consideration of the premises and covenants herein contained, and

for other good and valuable consideration, the receipt and sufficiency of which are hereby

20   acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Prerequisites

22   1.1   Data Communications. Each party may electronically transmit to or receive from the

other party any of the transaction sets listed in the Exhibit(s), as such Exhibit(s) may be

24   revised by written agreement (collectively "Documents"). Any transmission of data

which is not a Document, a Functional Acknowledgement, an electronic delivery

26   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

28   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

30   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).

32   1.2.   Third Party Service Providers

1.2.1   Data Communications will be transmitted electronically to each party as specified
34   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
36   use or change a Provider upon 30 days prior written notice.

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

1.2.3   Notwithstanding the acts or omissions of its Provider, for purposes of this
40   Agreement, each party is responsible for transmitting, receiving, storing or handling Data Communications to the extent required to effectuate transactions pursuant to
42   Section 2.

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

46   1.4   Security Procedures

1.4.1   Each party shall use those security procedures specified in the Gas Industry
48   Standards Board ("GISB") 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).

50   1.4.2   Security Key Exchanges. The parties shall maintain a public key used to facilitiate secure electronic communication. The parties shall change their public key on
52   a routine schedule 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
54   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
56   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
58   the party to whom it is sent by validating the fingerprint of the public key by phone or by other comparable means.

60   1.5   Signatures. Each party shall adopt as its signature private keys whic7h shall be applied to each document transmitted by such party ("Digital Signature "). Such Digital

62   Signature, when decrypted by the receiving party, will be used to authenticate the identity of the sender.

64   **Section 2. Transmissions**

2.1   Proper Receipt

66   2.1.1   Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such

68   party's Receipt Computer designated in the Exhibit(s), as evidenced by the receipt by sending party of the HTTP response initiated by receiving party. The HTTP response

70   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

72   received by sending party, or if the HTTP response indicates an error.

2.1.2   The "Receipt Computer" shall be defined in the Exhibit(s) as the receiving

74   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

76   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

78   by the receiving party's Provider.

2.2   Digital Signature Verification and Decryption. Upon proper receipt of any Document, the

80   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

82   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

84   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.

86   2.3   Functional Acknowledgement and Response Document

2.3.1   For the purposes of this Agreement, a "Functional Acknowledgment" means an

88   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

90   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

92   the Document. The sending party shall attempt to correct the error and promptly

94   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
96   form.

98   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 Acknowledgement, the sending party's records of the
100   contents of the Document shall control, unless the sending party has retransmitted a
      Document pursuant to Section 2.3.7.

102   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
104   Set 997. A Response Document confirms that a Document has been received, and
      whether all required portions of the Document are syntactically correct, and contains data
106   sent by the receiving party to the sending party in response to the substantive content of
      the related Document.

108   2.3.5   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
110   attempt to correct the errors and promptly retransmit the Document or applicable portion
      or otherwise contact the receiving party. If the Response Document does not indicate
112   any error, the Response Document shall constitute conclusive evidence a Document has
      been received in syntactically correct form.

114   2.3.6   If the parties have mutually agreed to use of a Response Document, and if there
      has been proper receipt pursuant to Section 2.1, verification and successful decryption
116   pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a
      Response Document, the sending party's records of the contents of the Document shall
118   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
120   corresponding functional acknowledgment or response document within the time frame
      indicated in the Exhibit(s), the sending party shall retransmit the Document and such
122   Document shall be considered a new transmission for purposes of Section 2.

Section 3. <u>Terms</u>

124   3.1.   <u>Transaction Terms and Conditions.</u> This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to effectuating

126   transportation or sales conducted pursuant to underlying written agreements. In the event of conflict between this Agreement and the subject underlying written

128   agreement(s), the terms and conditions of the underlying agreement(s) shall control.

           3.2   <u>Terms and Conditions of Reports and Other Information.</u> In the absence of any other

130   written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to [CHOOSE ONE]:

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

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

136   3.3   <u>Change in Terms and Conditions.</u> Notwithstanding Section 4.1 of this Agreement, if any party determines that Data Communications under this Agreement are altered by a

138   subsequent change to a party's tariff or obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give reasonable

140   notice defining which Data Communications under this Agreement are affected, and the reasons therefor, and may provide notice of termination of this Agreement as provided in

142   Section 4.8, effective immediately upon receipt of such notice by the other party to this Agreement.

144   3.4.   <u>Confidentiality.</u> No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in

146   Section 1.5 or in the Exhibit(s), by written agreement between the parties, or by applicable law.

148   3.5.   <u>Validity: Enforceability</u>

           3.5.1   This Agreement has been executed by the parties to evidence their mutual intent

150   to be bound by the terms and conditions set forth herein relating to the electronic transmission and receipt of Data Communications.

152   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

154   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")

156   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

158   normal course of business.

     3.5.3   The parties agree not to contest the validity or enforceability of Signed

160   Documents 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. Signed

162   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

164   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

166   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

168   in documentary form.

Section 4. <u>Miscellaneous</u>

170   4.1   <u>Term.</u> 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

172   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

174   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

176   Agreement prior to the effective date of termination.

   4.2   <u>Severability.</u> Any provision of this Agreement which is determined by any court or

178   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

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

182   4.3   <u>Entire Agreement.</u> 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

184   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

186   either party. No obligation to enter into any transaction is to be implied from the
           execution or delivery of this Agreement.

188   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
190   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,
192   claim or action as a result of this Agreement.

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

198   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
200   act of God or other cause beyond such party's reasonable control (including, without
           limitation, any mechanical, electronic or communications failure) which prevents such
202   party from transmitting or receiving any documents and which, by the exercise of due
           diligence, such party is unable to prevent or overcome.

204   4.7 ***Exclusion of Certain Damages. Neither party shall be liable to the other for any***
           special, incidental, exemplary or consequential damages or expenses arising
206   ***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
208   ***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
210   ***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
212   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
214   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 days prior written notice of
216   such new address in accordance with the preceding provisions.

      4.9 Assignment. This Agreement may not be assigned or transferred by either party without
218   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

220   party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

222 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 224   thereafter to enforce it.

  4.11 Counterparts. This Agreement may be executed in any number of original counterparts 226   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 228   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	Section 2.3.1
parties	Header
Provider	Section 1.2.1
Receipt Computer	Section 2.1.2
Response Document	Section 2.3.4
Signed Documents	Section 3.5.2
time-c	Section 2.1.1
Uniform Resource Locator, URL	Section 2.1.2

(230, 232, 234, 236, 238, 240, 242 line markers)

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

246

        Company Name: _____   Company Name: _____

248   By: _____   By: _____

        Name: _____   Name: _____

250   Title: _____   Title: _____

252   EXHIBIT ___

          ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
254   DATED _____
                  TO BE EFFECTIVE _____ (date)

256

     1.   Contact Information:

258   Company Name: _____

          Street Address: _____
260   City: _____

          State/Province/Commonwealth: _____
262   Zip/Postal Code: _____

          Attention [Name, Title]:_____
264   Phone: _____Fax: _____Email Address: _____

          Legal Entity Common Code (D-U-N-S® Number): _____
266   Provider Name (If any): _____

268   Company Name: _____

          Street Address: _____
270   City: _____

          State/Province/Commonwealth: _____
272   Zip/Postal Code: _____

          Attention [Name, Title]:_____
274   Phone: _____Fax: _____Email Address: _____

          Legal Entity Common Code (D-U-N-S® Number): _____
276   Provider Name (If any): _____

278 **2.   Special Allocation Costs if Any:** _____

280

     _____

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284   EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

286   DATED _____

TO BE EFFECTIVE _____ (date)

288

3.   **Communication Specifics:**

290   Company Name: _____

      EDI Contact Phone Number: _____

292   Provider Name: _____

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

      Basic Authentication Userid: _____

296   Basic Authentication Password: _____

      HTTP to/from Tag: _____

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

300   Company Name: _____

      EDI Contact Phone Number: _____

302   Provider Name: _____

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

      Basic Authentication Userid: _____

306   Basic Authentication Password: _____

      HTTP to/from Tag: _____

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

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

EXHIBIT ___

312 ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

314 TO BE EFFECTIVE _____ (date)

316 4. **Transaction Sets:**

318 **Complete table for all applicable transaction sets** (Refer to the GISB Home Page (www.gisb.org) for the current list of transaction set numbers and document names).

TRANSACTION SET NUMBER	NATURAL GAS DOCUMENT NAME	SENDING PARTY's			RECEIVING PARTY's			Functional Acknowledgement (FA) Or Response document (RD) Supported?	FA/RD time frame (minutes)
		ISA Qualifier	ISA ID	GS ID	ISA Qualifier	ISA ID	GS ID		

EXHIBIT ___

320 ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

322 TO BE EFFECTIVE _____ (date)

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

326 _____

_____

328 Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the transaction(s) contained in

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

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

334 _____

_____

336 6.1 **Public Encryption Key Exchange Procedures**:

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

338 _____

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

340 address)

_____

342 c) Chosen electronic method of key exchange

_____

344 d) Scheduled public encryption key exchange procedures including frequency

346 _____

e) Emergency public encryption key exchange procedures

348 _____

f) Verification procedures to confirm appropriate exchange of public

350 encryption keys

_____

352 g) Other

_____

354

EXHIBIT ___

356   ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

358   TO BE EFFECTIVE _____ (date)

360

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

_____

364   _____

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

_____

368   _____

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

_____

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

374   _____

_____

376   EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

378   DATED _____

TO BE EFFECTIVE _____ (date)

380

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

Company Name:_____   Company Name:_____

384   By:_____   By:_____

Printed Name: _____   Printed Name: _____

386   Title:_____   Title:_____