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.   <u>Third Party Service Providers</u>

        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 to the other party.

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

40   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

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

44   1.3   <u>System Operations.</u> Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications

46   to, and receive Data Communications from the parties' respective Receipt Computers.

      1.4   <u>Security Procedures</u>

48   1.4.1   Each party shall use those security procedures specified in the Gas Industry Standards Board ("GISB") standards and the Exhibit(s). The manner in which public

50   encryption keys are to be changed and/or exchanged will be specified in the Exhibit(s).

        1.4.2   <u>Security Key Exchanges.</u> The parties shall maintain a public key used to

52   facilitiate 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

54   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

56   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

58   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

60   comparable means.

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

62   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

64   sender.

Section 2. Transmissions

66   2.1   Proper Receipt

                2.1.1   Documents shall not be deemed to have been properly received, and no

68   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

70   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

72   (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.

74   2.1.2   The "Receipt Computer" shall be defined in the Exhibit(s) as the receiving

                party's Uniform Resource Locator ("URL"), which describes the protocols which are

76   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

78   Receipt Computer shall be defined in the Exhibit(s) as the receiving party's URL provided

                by the receiving party's Provider.

80   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

82   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

84   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

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

        2.3   Functional Acknowledgement and Response Document

88   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

90   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.

92   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

94   retransmit the Document or otherwise contact the receiving party. If the Functional
        Acknowledgment does not indicate any error, the Functional Acknowledgment shall
96   constitute conclusive evidence a Document has been received in syntactically correct
        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
100   fails to transmit a Functional Acknowledgement, the sending party's records of the
        contents of the Document shall control, unless the sending party has retransmitted a
102   Document pursuant to Section 2.3.7.

        2.3.4   By mutual agreement, the parties may designate in the Exhibit(s) a "Response
104   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
106   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
108   the related Document.

        2.3.5   If the Response Document indicates an error, neither party shall rely on the
110   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
112   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
114   been received in syntactically correct form.

        2.3.6   If the parties have mutually agreed to the use of a Response Document, and if
116   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
118   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
120   to Section 2.3.7.

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

Section 3. <u>Terms</u>

126 3.1. <u>Transaction Terms and Conditions.</u> This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to
128 transportation or sales conducted pursuant to underlying written agreements. In the event of conflict between this Agreement and the subject underlying written
130 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
132 written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to:

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

136 and

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

3.3 <u>Change in Terms and Conditions.</u> Notwithstanding Section 4.1 of this Agreement, if any
140 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
142 exercising jurisdiction over that party, then the affected party shall give immediate notice defining which Data Communications under this Agreement are affected, and the
144 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
146 Agreement.

3.4. <u>Confidentiality.</u> No information contained in any Document or otherwise exchanged
148 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
150 applicable law.

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

152 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
154 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 party 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. <u>Miscellaneous</u>

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 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   <u>Severability.</u> 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   <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 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

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

4.4   <u>No Third Party Beneficiaries.</u> This Agreement is solely for the benefit of, and shall be
192   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
194   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.

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

4.6   <u>Force Majeure.</u> No party shall be liable for any failure to perform its obligations in
202   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
204   limitation, any mechanical, electronic or communications failure) which prevents such
        party from transmitting or receiving any documents and which, by the exercise of due
206   diligence, such party is unable to prevent or overcome.

4.7   ***<u>Exclusion of Certain Damages.</u> Neither party shall be liable to the other for any
208   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***
210   ***any Data Communications pursuant to this Agreement, even if either party has
                been advised of the possibility of such damages and REGARDLESS OF FAULT.***
212   ***Any limitation on direct damages to software and hardware arising from Data
                Communications under this Agreement shall be set forth in the Exhibit(s).***

214   4.8   <u>Notices.</u> 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
216   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
218   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.

220   4.9   <u>Assignment.</u> 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
222   withheld; provided, any assignment or transfer, whether by merger or otherwise, to a

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

226   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.

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

230   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	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

232 / 234 / 236 / 238 / 240 / 242 / 244 / 246

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

Company Name: _____   Company Name: _____

250   By: _____   By: _____

Name: _____   Name: _____

252   Title: _____   Title: _____

254   EXHIBIT ___

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

258

       1.   Contact Information:

260   Company Name: _____
         Street Address: _____
262   City: _____
         State/Province/Commonwealth: _____
264   Zip/Postal Code: _____
         Attention [Name, Title]:_____
266   Phone: _____Fax: _____Email Address: _____
         Legal Entity Common Code (D-U-N-S® Number): _____

268

         Company Name: _____
270   Street Address: _____
         City: _____
272   State/Province/Commonwealth: _____
         Zip/Postal Code: _____
274   Attention [Name, Title]:_____
         Phone: _____Fax: _____Email Address: _____
276   Legal Entity Common Code (D-U-N-S® Number): _____

278

       2.   Special Allocation Costs if Any: _____

280

282   _____

         ®   A registered trademark of Dun & Bradstreet Corporation

284

EXHIBIT ___

286   ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____

288   TO BE EFFECTIVE _____ (date)

290 **3.   Communication Specifics:**

Company Name: _____

292 EDI Contact Phone Number: _____

Provider Name: _____

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

296 Basic Authentication Userid: _____

Basic Authentication Password: _____

298 HTTP to/from Tag: _____

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

300

Company Name: _____

302 EDI Contact Phone Number: _____

Provider Name: _____

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

306 Basic Authentication Userid: _____

Basic Authentication Password: _____

308 HTTP to/from Tag: _____

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

310

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

312   EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

314   DATED _____

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		

320   EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

322   DATED _____

TO BE EFFECTIVE _____ (date)

324

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

_____

328   _____

Selected standards include, as applicable, all data dictionaries, segment dictionaries and
330   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
332   of any conflict with any listed industry guidelines.

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

_____

336   _____

6.1   **Public Encryption Key Exchange Procedures**:

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

_____

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

342   _____

c)   Chosen electronic method of key exchange

344   _____

d)   Scheduled public encryption key exchange procedures including
346   frequency

_____

348   e)   Emergency public encryption key exchange procedures

_____

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

352   _____

g)   Other

354   _____

356   EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

358   DATED _____

TO BE EFFECTIVE _____ (date)

360

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

364   _____

_____

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

368   _____

_____

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

_____

372   _____

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

_____

376   _____

378

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

382   Company Name:_____   Company Name:_____

384   By:_____   By:_____

386   Printed Name: _____   Printed Name: _____

388   Title:_____   Title:_____