RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Future Technology Task Force
Request No.: R97035

1. Recommended Action: ___Accept as requested
   ___Decline
   X Accept as modified below

Effect of EC Vote to Accept Recommended Action:
   ___Status Quo
   X Change to Existing Practice

2. RECOMMENDATION

2a. Subcommittee(s)/Task Force(s): Contracts/Model Trading Partner Agreement Task Force


2c. Description of Request: R97035

2d. Business Purpose:

   “Provide information in the model Trading Partner Agreement to accommodate the use of Internet Electronic Delivery Mechanism for any organizations using the new standards starting April 1, 1997”, R97035, page 1,
   Section 3. Description of Proposed Standard or Enhancement

2e. Sense of the Room: Model Trading Partner Agreement Task Force, June 17, 1997
   Vote to recommend the body of contract, appendix and exhibits in response to R97035

   10 In Favor  7 Opposed  1 Abstention

   Segment Check:

   In Favor:  1 End-Users  1 LDCs  1 Pipelines  1 Producers  6 Services
   Oppose:   0 End-Users  0 LDCs  4 Pipelines  0 Producers  3 Services

2f. Commentary/Rationale of Subcommittee(s)/Task Force(s): See Attached “Model Electronic Data Interchange Trading Partner Agreement” - June 4, 1997 Draft.
3. TYPE OF MAINTENANCE

Per Request: Per Recommendation:

- Initiation
- Modification  
- Deletion
- Interpretation
- Withdrawal of Request
- Principle (x.1.z)
- Definition (x.2.z)
- Business Practice Standard (x.3.z)
- Document (x.4.z)
- Data Element (x.4.z)
- Code Value (x.4.z)
- X12 Implementation Guide
- Business Process Documentation
- Interpretation
- Other - Model Trading Partner Agreement

X Other - Model Trading Partner Agreement

4. TABLES (INCLUDED IN THE RECOMMENDATION ON AN AS-NEEDED BASIS)

N/A

STANDARD LANGUAGE (for addition, modification or deletion of a principle, definition or business practice standard): Not Applicable

<table>
<thead>
<tr>
<th>Standard Language:</th>
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INTERPRETATION (for interpretation of a business practice standard): Not Applicable

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<th>Standard No., Language and Interpretation:</th>
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DATA DICTIONARY (for new documents and addition, modification or deletion of data elements)

Document Name and No.: Not Applicable

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<thead>
<tr>
<th>Business Name</th>
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<th>Usage</th>
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* Indicates Common Code
RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Future Technology Task Force
Request No.: R97035

CODE VALUES (for addition, modification or deletion of code values)

Document Name and No.: Not Applicable

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TECHNICAL CHANGE LOG (all instructions to accomplish the subcommittee or task force recommendation)

Document Name and No.: Not Applicable

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TECHNICAL CODE VALUES LOG (for code values assigned to the code value description)

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BUSINESS PROCESS DOCUMENTATION (for addition, modification or deletion of business process documentation language)

Standards Book: Not Applicable

<table>
<thead>
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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").

RECATALS

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 computer to computer exchange of information, also known as, 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.
1.2. Third Party Service Providers.

1.2.1. Documents will be transmitted electronically to each party either, as specified in the Appendix, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not 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 which it contracts, unless otherwise set forth in the Appendix. Unless otherwise stated in the Appendix, the sending party shall pay all costs to get its data to the receiving party's Receipt Computer (below defined) and the receiving party shall pay all costs to retrieve the data.

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

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

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

1.5. Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained, where required, in the Document transmitted by such party ("Signature Code(s)"). Such Signature Code(s) shall be specified in the Appendix. In such cases where a Signature Code(s) is required for one or more Transaction Set(s), the requirement shall be specified in the Appendix applicable to such Transaction Set(s). Each party agrees that the Signature Code(s) of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document(s). Neither party shall disclose to any unauthorized person the Signature Code(s) of the other party.
Section 2. Transmissions.

2.1. Proper Receipt. 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 Appendix. The Receipt Computer shall be defined in the Appendix as the receiving party's electronic mailbox or 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 Appendix as the receiving party’s electronic mailbox or URL provided by the receiving party's Provider.

2.2. Verification.

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

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

2.2.3. By mutual agreement, the parties may designate in the Appendix a "response document" Transaction Set as a substitute for or in addition to an ASC X.12 Transaction Set 997. A "response document" confirms that a Document (in the format specified by such acknowledgment) 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. If the parties designate a response document as a substitute for a functional acknowledgment, the time requirements in the Appendix applicable to functional acknowledgments shall apply to such response documents.

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

2.2.5. Except as to conditions governed under Section 2.4, in the event the receiving party fails to promptly and properly transmit a functional acknowledgment or response document in return for a properly received Document, where required, the originating party's records of the contents of the Document shall control.
2.3. **Acceptance.** If acceptance of a Document is required by the Appendix, any such Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Appendix).

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

2.5. **Re-transmissions.** If the originating party of a Document has not properly received a corresponding functional acknowledgment or response document within the Retransmission Timeframe indicated in the Appendix, the originating party shall retransmit the Document.

**Section 3. Transaction Terms.**

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

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

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

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

The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any Transaction. Notwithstanding the foregoing and Section 4.1 of this Agreement, if any party determines that this Agreement is in conflict with either that party’s existing tariff or an obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which terms of this Agreement are affected, and the reasons therefor, and may provide notice of termination of
this Agreement as provided in Section 4.7, effective immediately upon receipt of such notice by the other party to this Agreement.

3.2. 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, by written agreement between the parties, or by applicable law.

3.3. Validity: Enforceability.

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

3.3.2. 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 affixed, a Signature Code ("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.

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

3.3.4. 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. 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 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 Appendix 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. 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.

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

4.5. 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.

4.6. 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 Documents pursuant to this
Agreement, even if either party has been advised of the possibility of such damages and
REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware
arising from this Agreement shall be set forth in the Appendix.

4.7. 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 Appendix to the addressee party at such party's address as set forth in the Appendix. Either party may change its address for the purpose of notice hereunder by giving the other party no less than five (5) days prior written notice of such new address in accordance with the preceding provisions.

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

4.9 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.

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

4.11 Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

<table>
<thead>
<tr>
<th>DEFINED TERM</th>
<th>WHERE DEFINED</th>
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<tbody>
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<td>Agreement</td>
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<td>Appendix</td>
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<td>Electronic Delivery Mechanism</td>
<td>Exhibit I-XXX, Section 1</td>
</tr>
</tbody>
</table>
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: ______________________________
APPENDIX

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATE

TO BE EFFECTIVE (DATE)

COMPANY NAME

STREET ADDRESS

CITY STATE/PROVINCE/COMMONWEALTH

ZIP/POSTAL CODE

ATTENTION NAME, TITLE

PHONE FAX

OTHER NOTICE METHOD & ADDRESS

LEGAL ENTITY COMMON CODE (D-U-N-S® Number1)

PROVIDER NAME (If any)

COMPANY NAME

STREET ADDRESS

CITY STATE/PROVINCE/COMMONWEALTH

ZIP/POSTAL CODE

ATTENTION NAME, TITLE

PHONE FAX

OTHER NOTICE METHOD & ADDRESS

LEGAL ENTITY COMMON CODE (D-U-N-S® Number2)

PROVIDER NAME (If any)

ALLOCATION OF COSTS:

Sender: [Pays all costs to get its data to the receiving party's Receipt Computer.]

Receiver: [Pays all costs to retrieve the data.]

1 A registered trademark of Dun & Bradstreet Corporation

2 A registered trademark of Dun & Bradstreet Corporation
APPENDIX

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATE

TO BE EFFECTIVE (DATE)

COMPANY NAME: ____________________________________________

RECEIPT COMPUTER (URL or Electronic Mailbox) ________________

ISA QUALIFIER ________________ ISA ID ________________

COMPANY NAME: ____________________________________________

RECEIPT COMPUTER (URL or Electronic Mailbox) ________________

ISA QUALIFIER ________________ ISA ID ________________

(The foregoing section may be in the Appendix or in each Exhibit, but must be in one or the
other place.)

LIST OF EXHIBITS

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<tr>
<th>EXHIBIT</th>
<th>TRANSACTION</th>
<th>NATURAL GAS DOCUMENT</th>
<th>DATE EXHIBIT ENTERED INTO</th>
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ii
All Exhibits attached hereto are to be considered attached to the Appendix and made a part thereof. Where there are any provisions specified both in the Exhibit(s) and in the Appendix, those contained in the Exhibit(s) govern.

The undersigned do hereby execute this Appendix, which Appendix is attached to and made a part of the above referenced Trading Partner Agreement. By execution below the parties hereby ratify said Agreement for all purposes set forth in this Appendix and the attached Exhibit(s).

COMPANY NAME: ____________________ COMPANY NAME: ____________________
BY: _______________________________ BY: _______________________________
PRINTED NAME: ____________________ PRINTED NAME: ____________________
TITLE: ______________________________ TITLE: ______________________________
EXHIBIT I-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED ________________
TO BE EFFECTIVE ____________________ (date)
COVERING TRANSACTION SET NUMBER ________________

1. DOCUMENT SPECIFIC OPERATING INFORMATION:
   (This section covers only the originating Document and its Functional Acknowledgment or identification and timing of substitute Response Document.)
   
   NATURAL GAS DESCRIPTIVE NAME ____________________________
   ASC X12 VERSION/RELEASE NO. ____________________________

   ELECTRONIC DELIVERY MECHANISM (The method used to electronically transmit transactions, such as those in EDI format, to a trading partner) - INTERNET:

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<td>EDI CONTACT PHONE NUMBER</td>
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<td>PROVIDER NAME (if different from that in the Appendix)</td>
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<tr>
<td>6</td>
<td>Basic Authentication password</td>
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<td>RETRANSMIT TIME FRAME (ORIGINAL DOCUMENT)</td>
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iv
298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330

EXHIBIT I-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(s) 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, authentication, and PGP version.)

________________________________________________________________________

4.1 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

________________________________________________________________________
EXHIBIT I-XXX (Sequential Number)

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED ____________________

TO BE EFFECTIVE ____________________ (date)

COVERING TRANSACTION SET NUMBER ____________

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

______________________________

______________________________


g) Other

______________________________

______________________________

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

______________________________

______________________________

6. DATA RETENTION (If no special data retention procedures have been agreed upon, enter "None".)

______________________________

______________________________

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.)

______________________________

______________________________
EXHIBIT I-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED ______________
TO BE EFFECTIVE ______________ (date)
COVERING TRANSACTION SET NUMBER ______________

8. LIMITATION ON DIRECT DAMAGES: (If no limitation has been agreed upon, enter "None".)

9. CONFIDENTIAL INFORMATION: (See Section 3.2. If no limitation has been agreed upon, enter "None").

10. Is the data element "transaction set" supported in the HTTP envelope (Yes/No)

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 ____________________ PRINTED ____________________
NAME ______________________ NAME ______________________
TITLE ______________________ TITLE ______________________
EXHIBIT V-XXX (Sequential Number)

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED ________________

TO BE EFFECTIVE ________________ (date)

COVERING TRANSACTION SET NUMBER ________________

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

   NATURAL GAS DESCRIPTIVE NAME ________________________

   ASC X12 VERSION/RELEASE NO. ________________________

   ELECTRONIC DELIVERY MECHANISM (The method used to electronically transmit transactions, such as those in EDI format, to a trading partner) - VAN:

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<tr>
<th>ROW NUM</th>
<th>ITEMS</th>
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<th>RECEIVING PARTY</th>
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<td>EDI CONTACT PHONE NUMBER</td>
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<td>PROVIDER NAME (if different from that in the Appendix)</td>
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<td>RECEIPT COMPUTER VAN Account ID</td>
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<td>7</td>
<td>GS ID CODE</td>
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<td>FUNCTIONAL 997 DOCUMENT ACKNOWLEDGMENT (FA) (Y/N)</td>
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</table>
EXHIBIT V-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 tTransaction(s) 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, authentication, and PGP version if any.)

4.1 PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES: (If applicable)

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
EXHIBIT V-XXX (Sequential Number)

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED ______________________

TO BE EFFECTIVE ______________________ (date)

COVERING TRANSACTION SET NUMBER ______________________

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

________________________

________________________


g) Other

________________________

________________________

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

________________________

________________________

6. DATA RETENTION (If no special data retention procedures have been agreed upon, enter "None").

________________________

________________________

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.)

________________________

________________________

x
EXHIBIT V-XXX (Sequential Number)

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED ________________

TO BE EFFECTIVE ______________ (date)

COVERING TRANSACTION SET NUMBER ________________

8. LIMITATION ON DIRECT DAMAGES: (If no limitation has been agreed upon, enter “None”.)

9. CONFIDENTIAL INFORMATION: (See Section 3.2. 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 ________________ PRINTED ________________

NAME ________________ NAME ________________

TITLE ________________ TITLE ________________