RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: **Enron Capital & Trade Resources Corp.(for drafting Committee)**
Request No.: **R97060**

1. Recommended Action:	**Effect of EC Vote to Accept Recommended Action:**
___Accept as requested	**X Change to Existing Practice**
X Accept as modified below	___ Status Quo
___Decline	

2. RECOMMENDATION

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

2b. Description of Recommendation: See Attached "Electronic Data Interchange Trading Partner Agreement" - June 30, 1997 Draft.

2c. Description of Request: R97060

2d. Business Purpose:

"We request that the attached document be adopted as an alternative 'short form' EDI Trading Partner Agreement as a GISB Operating Practice", *R97060, 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 the contract without appendix and exhibits in response to R97060.

> **13 In Favor   6 Opposed   1 Abstention   1 Present but neither voted nor abstained**

Segment Check:

In Favor:	**0 End-Users**	**0 LDCs**	**6 Pipelines**	**0 Producers**	**7 Services**
Oppose :	**0 End-Users**	**0 LDCs**	**1 Pipelines**	**0 Producers**	**5 Services**

2e. Sense of the Room : Model Trading Partner Agreement Task Force, June 30, 1997
Vote to recommend section 4.7 of the body of the contract, the appendix and exhibits in response to R97060.

> **6 In Favor   0 Opposed**

Segment Check:

In Favor:	**0 End-Users**	**0 LDCs**	**1 Pipelines**	**0 Producers**	**5 Services**

2f. Commentary/Rationale of Subcommittee(s)/Task Force(s): See Attached "Electronic Data Interchange Trading Partner Agreement" - June 30, 1997 Draft.

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3. TYPE OF MAINTENANCE

Per Request:	Per Recommendation:
X Initiation	**X Initiation**
___Modification	___Modification
___Deletion	___Deletion
___Interpretation	___Interpretation
___Withdrawal of Request	___Withdrawal of Request
___Principle (x.1.z)	___Principle (x.1.z)
___Definition (x.2.z)	___Definition (x.2.z)
___Business Practice Standard (x.3.z)	___Business Practice Standard (x.3.z)
___Document (x.4.z)	___Document (x.4.z)
___Data Element (x.4.z)	___Data Element (x.4.z)
___Code Value (x.4.z)	___Code Value (x.4.z)
___X12 Implementation Guide	___X12 Implementation Guide
___Business Process Documentation	___Business Process Documentation
___Interpretation	___Interpretation
X Other - GISB Operating Practice	**X Other - GISB Operating Practice**

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**

Standard Language:

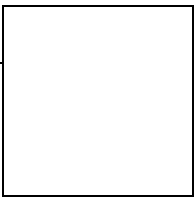**INTERPRETATION** (for interpretation of a business practice standard): **Not Applicable**

Standard No., Language and Interpretation:

DATA DICTIONARY (for new documents and addition, modification or deletion of data elements)

Document Name and No.: Not Applicable

Business Name	Definition	Usage	Condition

* Indicates Common Code

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: **Enron Capital & Trade Resources Corp.(for drafting Committee)**
Request No.: **R97060**

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

Document Name and No.: Not Applicable

Business Name	Usage	Code Value Description	Code Value Definition

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

Document Name and No.: Not Applicable

Description of Change:

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

Document Name and No.: Not Applicable

Business Name	Usage	Code Value	Code Value Description	Code Value Definition

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

Standards Book: Not Applicable

Language:

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

This ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (this "Agreement") is made as of [date], [year], by and between [name of party], a [identify entity legal organizational structure, applicable jurisdiction and office location(s)], and [name of party], a [identify entity legal organizational structure, applicable jurisdiction and office location(s)] (each a "party" and collectively, the "parties") to facilitate administrative matters exchanged between the parties ("Transactions") in furtherance of the parties' communications in support of [describe the uses and/or agreements that this communication agreement will support] by providing the option for electronically transmitting and receiving data in agreed formats.

Section 1. Prerequisites.

1.1. Documents and Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets which the parties by written agreement agree to utilize to effectuate the communications delineated in such transaction sets (each agreed upon transaction set, a "Document," and collectively, the "Documents"). The parties may agree to utilize transaction sets pursuant hereto from time to time by executing detailed specification exhibits (each, an "EDI Exhibit") referencing this Agreement, setting forth the applicable electronic delivery mechanism, including back-up and alternate electronic delivery mechanisms, if any, and identifying the transaction sets and all applicable "Receipt Computers," "Digital Signatures," "Functional Acknowledgments," "Response Documents," "Providers," and "Functional Acknowledgment Deadlines" (all as below defined). Any transmission of data pursuant to this Agreement which is not a Document, a Functional Acknowledgment, an electronic delivery mechanism error notification, or a time-stamp receipt response or record (collectively, "Data Communications") shall have no force or effect between the parties. Each Document shall be transmitted by one party ("Sender") to the other party ("Receiver"). All Data Communications shall be made in accordance with the standards identified in the Appendix hereto (the "Appendix") and published industry guidelines identified in either the Appendix or the applicable EDI Exhibit (collectively, the "Standards"). In the event of a conflict between the body of this Agreement and the Appendix, the Appendix will govern. In the event of a conflict between the body of this Agreement or the Appendix, and an EDI Exhibit, the EDI Exhibit will govern.

1.2. Electronic Communication Providers/Costs. Data Communications will be effectuated electronically to each party either directly, or through any third party electronic communication provider ("Provider") with which either party may contract as specified in the applicable EDI Exhibit, such as a value added network provider or an Internet service provider. Either party may modify its election to use, not use or change a

Provider upon 30 days prior written notice to the other party. Unless otherwise mutually agreed by the parties herein, each party shall be responsible for the costs of any Provider with which it contracts; Sender shall pay all costs associated with the transmission of Data Communications to the "Receipt Computer," which shall be that computer designated in the EDI Exhibit for Receiver, including costs of its Provider, if any, and Receiver shall pay all costs associated with the retrieval and receipt of Data Communications, including costs of its Provider, if any. Each Receipt Computer shall be identified either as Receiver's electronic mailbox or uniform resource locator ("URL"), as applicable. Each party shall be liable for the acts or omissions of its Provider while transmitting, retrieving, receiving, storing or handling Data Communications, or performing related activities, for such party; provided, if both parties use the same Provider to effect the transmission, retrieval and receipt of Data Communications, Sender shall be liable for the acts or omissions of such Provider related to activities associated with the transmission of the Data Communications and Receiver shall be liable for the acts or omissions of such Provider related to activities associated with the retrieval and receipt of the Data Communications. This provision does not limit any claim of a party against any Provider in respect of any act or omission.

1.3. System Operations and Security Procedures. The equipment, software, services and testing necessary to transmit, retrieve and receive Data Communications shall be at each party's sole expense. Each party shall properly use those security procedures set forth in the Appendix.

1.4. Digital Signatures. Each party may adopt as its signature a digital signature identification ("Digital Signature") consisting of symbols or codes which are to be affixed to the encrypted Document or otherwise contained in the Document transmitted by such party where required by the Standards or as may be otherwise agreed by the parties. In cases where a Digital Signature is required for a Document, the requirement shall be specified in the applicable EDI Exhibit. Each party agrees that the Digital Signature of such party affixed to or contained in any Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Digital Signature of the other party.

1.5. Keys. Unless otherwise specified in the Appendix, each party shall maintain a "public key," a key utilized in conjunction with an encryption algorithm to facilitate private electronic communication which may be changed from time to time, all in accordance with this Section 1.5 and applicable procedures set forth in the Appendix. If the parties are utilizing public keys hereunder, the following procedures shall apply unless otherwise mutually agreed in the Appendix. Each party shall provide to the other party its public key by either (a) a certified or receipted mail service using a diskette with the public key contained in an ASCII text file or (b) an electronic simple mail transfer protocol mail message with the public key contained in the body or attached thereto. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by telephonic

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verification between designated representatives of each party. As mutually agreed in the Appendix, each party shall provide to the other party a written schedule of the frequency it intends to change its public key. If a party desires to change its public key at a time other than that scheduled, or does not desire to change its public key as scheduled, such party shall provide at least five business days prior written notice thereof to the other party; provided, under emergency circumstances immediate prior notice may be given.

Section 2. Transmissions.

2.1. Proper Receipt. There shall not be deemed to have been a "proper receipt" of a Document until accessible to Receiver at such party's Receipt Computer as evidenced by the receipt by Sender of the HTTP response initiated by Receiver or, if applicable, the availability to Sender of other time-stamp receipt record, in each case indicating complete receipt of the Document in accordance with any applicable Standards. The time-stamp receipt response or record shall include a time-stamp indicator and information specifying whether or not a complete file has been received. The method of time-stamp receipt response or record to be utilized by the parties shall be set forth in the Appendix. No Document shall have any effect (a) for which the HTTP response is not received by Sender or, if applicable, the other time-stamp receipt record is not available to Sender, (b) for which a time-stamp receipt response or record indicating error is applicable or (c) for which an electronic delivery mechanism error notification is applicable.

2.2. Verification. Upon proper receipt of any Document, Receiver shall verify that the Document originated from an authorized trading partner, process the decryption of the Document, if necessary, and translate the Document in accordance with the Standards to determine whether the Document contains all of the required data in proper syntactical form. If the Document is verified as from an authorized trading partner and Receiver's decryption of the Document is successful, Receiver shall transmit a "Functional Acknowledgment" to Sender unless otherwise specified in the EDI Exhibit. For purposes of this Agreement, a "Functional Acknowledgment" means a transaction set which confirms (in the format specified thereby) whether or not all required portions of the Document are complete and syntactically correct, but which does not address or otherwise confirm the substantive content of the Document. If there has been a proper receipt by Sender of a Functional Acknowledgment to a Document indicating error within the "Functional Acknowledgment Deadline" indicated in the applicable EDI Exhibit for such Document, the Document may not be relied upon by either party as an effective Document for any purpose. If there has not been a proper receipt by Sender of a Functional Acknowledgment or a Response Document (below defined) to a Document for any reason within the "Functional Acknowledgment Deadline" indicated in the applicable EDI Exhibit for such Document, Sender shall contact Receiver to determine the status of the Document and arrange a

recommunication of the Document in accordance with the Standards as may be necessary.

2.3. Response Document. By mutual agreement, the parties may designate in the applicable EDI Exhibit a "Response Document" transaction set. For purposes of this Agreement, a "Response Document" confirms (in the format specified thereby) whether or not the substantive content of the corresponding Document contains valid substantive data to effectuate the communication pursuant to the applicable uses or agreements set forth in the preamble hereof. A Response Document does not include the time-stamp receipt response specified in Section 2.1 hereof.

Section 3. Transaction Terms.

3.1. Regulations. Notwithstanding Section 4.1 hereof, 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 written notice to the other party defining which terms of this Agreement are affected and the reasons therefor. The affected party may also provide notice of termination of this Agreement as provided in Section 4.1 hereof, effective immediately upon receipt of such notice by the other party to this Agreement. Should such conflicts between this Agreement and any tariff or other governmental obligation result in the invalidity or unenforceability of any provision of this Agreement, Section 4.2 shall apply.

3.2. Validity, Enforceability and Confidentiality. Any Document properly transmitted pursuant to this Agreement shall be deemed to be a "writing" or "in writing" pursuant to applicable law. Any Document when containing, or to which there is affixed to its encryption, a Digital Signature (a "Signed Document") shall be deemed for all purposes hereunder and at law to have been "signed." Any Document or Signed Document shall be deemed to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The conduct of the parties pursuant to this Agreement, including the use of any Document or Signed Document 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 and the applicable uses and agreements set forth in the preamble hereof between the parties. The parties agree not to contest the validity or enforceability of any Signed Document under the provisions of any applicable law relating to whether certain agreements are to be signed by the party to be bound thereby. A Document or a Signed Document, 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 a Document or Signed Document under either the

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business records exception to the hearsay rule or the best evidence rule on the basis that such Document or Signed Document was not originated or maintained in documentary form. No information contained in any Document shall be considered confidential except as provided by the applicable agreements set forth in the preamble hereof between the parties, other written agreements between the parties or by applicable law.

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, should either party utilize this Agreement for purposes other than the Transactions contemplated hereby or for any illegal purpose, the other party may immediately terminate this Agreement by written notice; provided further, any termination shall not affect the respective obligations or rights of the parties arising under any Documents effectively communicated under this Agreement prior to the effective date of termination. The provisions of Section 3.2 shall survive the termination of this Agreement.

4.2. Agreement Not Severable. If any provision of this Agreement is determined to be invalid or unenforceable by a court of law or other applicable administrative agency, then as of such determination this Agreement in its entirety will be deemed ineffective and unenforceable by the parties; provided, the respective obligations or rights of the parties arising from any Data Communications effected under this Agreement prior thereto and the provisions of Section 3.2 shall not be affected.

4.3. Entire Agreement. As and when executed by the parties, each EDI Exhibit and the Appendix shall be considered a part of this Agreement. This Agreement, including the Appendix and each EDI Exhibit which are incorporated herein by this reference, constitutes the complete agreement of the parties relating to the matters specified in this Agreement and supersedes 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 upon either party. 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. 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.

4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state [commonwealth] [province] of [____] [the United States of America], excluding any conflict-of-law rules and principles of that state [commonwealth] [province] [the United States of America]

which would result in reference to the laws or rules of another jurisdiction.

4.5. Exclusion of Certain Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY IMPLIED OR STATUTORY WARRANTIES UNDER APPLICABLE LAW, EACH PARTY HEREBY DISCLAIMING AND WAIVING ITS RIGHTS THERETO, NOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, IN EACH CASE ARISING FROM OR AS A RESULT OF ANY DELAY, OMISSION OR ERROR IN THE ELECTRONIC TRANSMISSION, RETRIEVAL 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.

4.6. Notices. Unless otherwise expressly provided in this Agreement, all notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid or by receipted electronic mail, or given by facsimile or by courier, to the addressee party at such party's address 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 days prior written notice of such new address in accordance with the preceding provisions.

4.7. Industry Guideline Versions and Other Matters. The EDI Exhibit shall include the identification of the industry guideline version to be utilized in connection with each transaction set. If thereafter the Federal Energy Regulatory Commission or successor governing jurisdictional agency adopts by order, rule or regulation a new version applicable to a transaction set, then either party may notify the other party of its intent to implement the new version. Further, if thereafter the Federal Energy Regulatory Commission or successor governing jurisdictional agency adopts by order, rule or regulation directed to either party any other requirement applicable to a transaction set, then such party may notify the other party of its intent to implement such requirement. From the date of delivery of any such notice, a period of 60 days, or such lesser period as may be otherwise required, shall be allowed for implementation of the new version or other requirement by the parties, unless the parties mutually agree in writing to a different implementation period. Should either party desire implementation of a new version or other matter which has not then been adopted by order, rule or regulation as above provided, then such party may notify the other party of its proposed change. If the parties thereafter mutually agree in writing to the proposed change and an implementation period therefor, the change shall be implemented in accordance with such agreement. If no such agreement is then reached, no change shall occur on the basis of the proposal.

4.8. Force Majeure. No party shall be liable for any failure to perform its obligations hereunder where such failure results from

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an 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, retrieving or receiving any Documents, and which by the exercise of due diligence such party is unable to prevent or overcome.

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

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

COMPANY NAME: _____

BY: _____
NAME: _____
TITLE: _____

COMPANY NAME: _____

BY: _____
NAME: _____
TITLE: _____

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APPENDIX TO ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT DATED _____
APPENDIX DATED _____
APPENDIX EFFECTIVE _____
(Applies to All Transaction Types)

1. IDENTIFICATION AND ADDRESSES:

■**COMPANY NAME** _____

STREET ADDRESS _____
CITY _____ STATE/PROVINCE/COMMONWEALTH _____
ZIP/POSTAL CODE _____
ATTENTION _____
               (Name and Title of EDI System Contact)
PHONE _____ FAX _____ E-MAIL _____
OTHER NOTICE METHOD OR ADDRESS _____
COMMON CODE IDENTIFIER _____

■**COMPANY NAME** _____

STREET ADDRESS _____
CITY _____ STATE/PROVINCE/COMMONWEALTH _____
ZIP/POSTAL CODE _____
ATTENTION _____
               (Name and Title of EDI System Contact)
PHONE _____ FAX _____ E-MAIL _____
OTHER NOTICE METHOD OR ADDRESS _____
COMMON CODE IDENTIFIER _____

2. STANDARDS:
Specify all applicable standards and issuing organizations, such as the standards of the American National Standards Institute.

_____
_____
_____
_____

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

3. INDUSTRY GUIDELINES: Specify all applicable published industry guidelines, regulations, or orders directed at either party, such as Gas Industry Standards Board guidelines as adopted by the Federal Energy Regulatory Commission or successor governing jurisdictional agency. **[The industry guidelines may be alternatively identified in the EDI Exhibit.]**

_____
_____
_____

4.   SECURITY PROCEDURES: _____

_____

_____

(a) Contact for public key exchange: _____

(b) Method of contact for public key exchange (phone, e-mail etc.): _____

(c) Method for public key exchange: _____

(d) Date for submission of scheduled public key exchanges: _____

(e) Scheduled public key exchange procedures, if any: _____

_____

(f) Unscheduled public key exchange procedures: _____

_____

(g) Designated representatives for public key verification: _____

_____

5.   METHOD OF TIME-STAMP RECEIPT RESPONSE: _____

_____

6.   LIMITATION ON DIRECT DAMAGES TO SOFTWARE AND HARDWARE: Specify, if any.

_____

_____

COMPANY NAME: _____

BY: _____
NAME: _____
TITLE: _____

COMPANY NAME: _____

BY: _____
NAME: _____
TITLE: _____

EXHIBIT TO ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT DATED _____
EXHIBIT DATED _____
EXHIBIT EFFECTIVE _____

[If the parties intend to utilize formats of electronic transmission other than as provided in these Exhibit pages, the parties may mutually agree to other Exhibit pages and modifications to facilitate same.]

List of Transaction Sets

Transaction Set ID	Transaction Set Description	Standards Version (ANSI)	Industry Guideline Version (GISB)	Company Name of Sender	GS02 Application ID	GS03 Application ID	Applicable Response Document/Transaction Set ID, if any

A **Functional Acknowledgment (transaction set 997)** is required for each Document: Yes ☐   No ☐
If Yes, **the Functional Acknowledgment Deadline** for all transaction sets is _____

Digital Signatures are required for the following transaction sets, if any: _____

_____

_____

Describe any adjustments or variations to the **Industry Guidelines or Standards Versions** that have been ordered by the Federal Energy Regulatory Commission or successor governing jurisdictional agency as applicable to either party. _____

_____

_____

Reference is made to the Electronic Data Interchange Trading Partner Agreement between the undersigned pursuant to which this EDI Exhibit is executed.

COMPANY NAME: _____

BY: _____
NAME: _____
TITLE: _____

COMPANY NAME: _____

BY: _____
NAME: _____
TITLE: _____

EXHIBIT TO ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT DATED _____
EXHIBIT DATED _____
EXHIBIT EFFECTIVE _____

Internet Information

The Undersigned Companies will use the Internet as:
Primary EDI Communications ☐
Backup to VAN ☐

Electronic Communication Provider, Receipt Computer and any Back-up or Alternate:

	Company	Company
ISA Qualifier		
ISA 06/08 Interchange ID		
PGP User ID (alpha, spaces, numbers only; no special characters)		
HTTP From/To Tag		
Production URL Address		
Production URL Path/Port		
Production URL Directory/Program Name		
Production URL User Name/Password		
Data Element Transaction Set Supported in HTTP Envelope: Yes/No		
Backup URL Address (Optional)		
Backup URL Path/Port (Optional)		
Backup URL Directory/Program Name (Optional)		
Backup URL User Name/Password (Optional)		
Data Element Transaction Set Supported in HTTP Envelope: Yes/No (Optional Backup)		
Error URL Address (Optional)		
Error URL Path/Port (Optional)		
Error URL Directory/Program Name (Optional)		
Error URL User Name/Password (Optional)		
Data Element Transaction Set Supported in HTTP Envelope: Yes/No (Optional Error)		

Reference is made to the Electronic Data Interchange Trading Partner Agreement between the undersigned pursuant to which this EDI Exhibit is executed.

COMPANY NAME: _____

BY: _____
NAME: _____
TITLE: _____

COMPANY NAME: _____

BY: _____
NAME: _____
TITLE: _____

Value-Added Network Information

The Undersigned Companies will use a Value-Added Network (VAN) as:
Primary EDI Communications ☐
Backup to Internet ☐

Electronic Communication Provider and Receipt Computer:

	Company	Company
Value Added Network (VAN)		
VAN Account ID		
VAN User ID		
ISA Qualifier		
ISA 06/08 Interchange ID		

Reference is made to the Electronic Data Interchange Trading Partner Agreement between the undersigned pursuant to which this EDI Exhibit is executed.

COMPANY NAME: _____

BY: _____
NAME: _____
TITLE: _____

COMPANY NAME: _____

BY: _____
NAME: _____
TITLE: _____