RECOMMENDATION TO GISB EXECUTIVE COMMITTEE Requester: Future Technology Task Force Request No.: R97035 Effect of EC Vote to Accept Recommended Action: 1. 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 "Model Electronic Data Interchange Trading Partner Agreement" - June 4, 1997 Draft. 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:**

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

1 Pipelines

4 Pipelines

6 Services

3 Services

1 Producers

0 Producers

1 LDCs

0 LDCs

In Favor:

Oppose:

1 End-Users

0 End-Users

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE Requester: Future Technology Task Force Request No.: R97035

3. TYPE OF MAINTENANCE

| Per Requ | iest: | Per Recommendation: | |
|--|---|--|------------|
| Princi Defini | fication on oretation lrawal of Request ple (x.1.z) ition (x.2.z) | Initiation X ModificationDeletionInterpretationWithdrawal of Request Principle (x.1.z)Definition (x.2.z) | |
| Docur Data I Code X12 Ii Busind Interp X Other | - Model Trading Partner Agree | Business Practice Standard (x.3.z)Document (x.4.z)Data Element (x.4.z)Code Value (x.4.z)X12 Implementation GuideBusiness Process DocumentationInterpretation X Other - Model Trading Partner Agree IMENDATION ON AN AS-NEEDED BASIS) | ment |
| STANDARD LA standard): Not Ap | · · · · · · · · · · · · · · · · · · · | fication or deletion of a principle, definition or business | s practice |
| Standard Langu | | | |
| | ΓΙΟΝ (for interpretation of a busi anguage and Interpretation: | siness practice standard): Not Applicable | |

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: Future Technology Task Force Request No.: R97035 **CODE VALUES** (for addition, modification or deletion of code values) **Document Name and No.: Not Applicable Code Value Description Code Value Definition Business Name** Usage **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 Rook: Not Applicable

| Standards book. Not Applicable |
|--------------------------------|
| Language: |
| |
| |

| 1 2 | MODEL ELECTRONIC DATA INTERCHANGE |
|----------------|---|
| 3 | TRADING PARTNER AGREEMENT |
| 4 | THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the |
| 5 | "Agreement") is made as of, 19_, by and between |
| 6 | , a corporation, with offices at |
| 7 | and, a corporation, |
| 8 | with offices at (collectively, the "parties"). |
| 9 | RECITALS |
| 10 11 12 | 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 |
| 12 | in substitution for on-line transmittal and/or for conventional paper-based documents; and |
| 13 | WHEREAS, the parties desire to assure that such Transactions are not legally invalid or |
| 14 | unenforceable as a result of the use of available electronic technologies for the mutual benefit |
| 15 | of the parties; and |
| 16 | WHEREAS, the parties desire to enter into this Agreement to govern their relationship with |
| 17 | respect to computer to computer exchange of information, also know as, electronic data |
| 18 | interchange ("EDI") Transactions. |
| 19 | NOW THEREFORE, in consideration of the premises and covenants herein contained, and for |
| 20 | other good and valuable consideration, the receipt and sufficiency of which are hereby |
| 21 | acknowledged, the parties, intending to be legally bound, hereby agree as follows: |
| 22 | Section 1. Prerequisites. |
| 23 | 1.1. Documents: Standards. Each party may electronically transmit to or receive from the |

1.1. <u>Documents: Standards.</u> 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.

- 33 1.2. Third Party Service Providers.
- 34 1.2.1. Documents will be transmitted electronically to each party either, as specified in the
- 35 Appendix, directly or through any third party service provider ("Provider") with which either
- 36 party may contract. Either party may modify its election to use, not use or change a Provider
- 37 upon 30 days prior written notice.
- 38 1.2.2. Each party shall be responsible for the costs of any Provider with which it contracts,
- 39 unless otherwise set forth in the Appendix. Unless otherwise stated in the Appendix, the
- 40 sending party shall pay all costs to get its data to the receiving party's Receipt Computer
- 41 (below defined) and the receiving party shall pay all costs to retrieve the data.
- 42 1.2.3. Each party shall be liable for the acts or omissions of its Provider while transmitting,
- 43 receiving, storing or handling Documents, or performing related activities, for such party;
- 44 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
- 46 as to such Document. This provision does not limit any claim of a party against a Provider in
- 47 respect of any act or omission.
- 48 1.3. System Operations. Each party, at its own expense, shall provide and maintain the
- 49 equipment, software, services and testing necessary to effectively and reliably transmit and
- 50 receive Documents. Any special data retention requirements shall be set forth in the
- 51 Appendix.
- 52 1.4. Security Procedures. Each party shall properly use those security procedures, including
- 53 those specified in the Appendix, if any, which are reasonably sufficient to ensure that all
- 54 transmissions of Documents are authorized and to protect its business records and data from
- 55 improper access.
- 56 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
- 59 specified in the Appendix. In such cases where a Signature Code(s) is required for one or
- 60 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
- 62 contained in any transmitted Document shall be sufficient to verify such party originated such
- 63 Document(s). Neither party shall disclose to any unauthorized person the Signature Code(s)
- 64 of the other party.

65 Section 2. Transmissions.

- 66 2.1. Proper Receipt. Documents shall not be deemed to have been properly received, and no
- 67 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
- 69 in the Appendix as the receiving party's electronic mailbox or Uniform Resource Locator
- 70 ("URL"), which describes the protocols which are needed to access the resources and point to
- 71 the appropriate Internet locations. Where the parties employ the services of Providers to
- 72 transmit and receive Documents, the Receipt Computer shall be defined in the Appendix as
- 73 the receiving party's electronic mailbox or URL provided by the receiving party's Provider.

74 2.2. Verification.

- 75 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.
- 77 2.2.2. For the purposes of this Agreement, a "functional acknowledgment" means an ASC
- 78 X.12 Transaction Set 997, which confirms a Document (in the format specified by such
- 79 acknowledgment) has been received and whether all required portions of the Document are
- 80 syntactically correct, but which does not confirm the substantive content(s) of the related
- 81 Document.
- 82 2.2.3. By mutual agreement, the parties may designate in the Appendix a "response
- 83 document" Transaction Set as a substitute for or in addition to an ASC X.12 Transaction Set
- 84 997. A "response document" confirms that a Document (in the format specified by such
- 85 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
- 87 response to the substantive content of the related Document. If the parties designate a
- 88 response document as a substitute for a functional acknowledgment, the time requirements in
- 89 the Appendix applicable to functional acknowledgments shall apply to such response
- 90 documents.
- 91 2.2.4. A functional acknowledgment, or a response document that has been designated in the
- 92 Appendix as a substitute for a functional acknowledgment, shall constitute conclusive evidence
- 93 a Document has been properly received.
- 94 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
- 96 return for a properly received Document, where required, the originating party's records of the
- 97 contents of the Document shall control.

- 98 2.3. Acceptance. If acceptance of a Document is required by the Appendix, any such
- 99 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
- 101 Acceptance Document (as specified in the Appendix).
- 102 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.
- 107 2.5. Retransmissions. If the originating party of a Document has not properly received a
- 108 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.

- 111 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
- 114 (and any related communication) also shall be subject to [CHOOSE ONE]:
- 115 [A] those terms and conditions, including any terms for payment, included in the
- 116 Appendix.

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- 117 [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
- 120 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
- 124 applicable law.
- 125 The terms of this Agreement shall prevail in the event of any conflict with any other terms and
- 126 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
- 129 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
- 132 the other party to this Agreement.
- 133 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
- 135 1.5, by written agreement between the parties, or by applicable law.

136 3.3. Validity: Enforceability.

- 137 3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to
- 138 create binding obligations pursuant to the electronic transmission and receipt of Documents
- 139 specifying certain of the applicable terms.
- 3.3.2. Any Document properly transmitted pursuant to this Agreement shall be considered, in
- 141 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.
- 146 3.3.3. The conduct of the parties pursuant to this Agreement, including the use of Signed
- 147 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
- 149 furtherance of this Agreement, any Transaction and any other written agreement described in
- 150 Section 3.1.

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- 151 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.

- 161 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
- 167 effective date of termination.
- 168 4.2. <u>Severability</u>. 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
- 170 remaining provisions of this Agreement or affecting the validity or enforceability of such
- 171 remaining provisions.
- 172 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
- 174 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
- 176 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.
- 179 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
- 181 this Agreement.
- 182 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
- 184 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.
- 186 4.5. Force Majeure. No party shall be liable for any failure to perform its obligations in
- 187 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
- 191 to prevent or overcome.
- 192 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,
- 194 omission or error in the electronic transmission or receipt of any Documents pursuant to this
- 195 Agreement, even if either party has been advised of the possibility of such damages and
- 196 REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware
- arising from this Agreement shall be set forth in the Appendix.
- 198 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. <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 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 <u>Waivers</u>. 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 <u>Counterparts</u>. This Agreement may be executed in any number of original counterparts
 all of which shall constitute but one and the same instrument.
- 4.11 <u>Reference Glossary.</u> 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 |
| parties | Header |
| Transactions | . Recital |
| electronic data interchange, EDI | Recital |
| Documents | Section 1.1 |
| Appendix | Section 1.1 |
| Provider | Section 1.2.1 |
| Signature Code(s) | Section 1.5 |
| Uniform Resource Locator, URL | Section 2.1 |
| Receipt Computer | Section 2.1 |
| functional acknowledgment | Section 2.2.2 |
| response document | Section 2.2.3 |
| Acceptance Document | Section 2.3 |
| Retransmission Timeframe | Section 2.5 |
| Signed Documents | Section 3.3.2 |
| Legal Entity Common Code | Appendix |
| Electronic Delivery Mechanism | Exhibit I-XXX, Section 1 |

| 217 | Each party has caused this Agre | eement to be properly executed on its behalf as of the date first |
|-----|---------------------------------|---|
| 218 | above written. | |
| 219 | Company Name: | Company Name: |
| 220 | Ву: | |
| 221 | Name: | · |
| 222 | Title: | Title: |
| 223 | | · · · · · · · · · · · · · · · · · · · |

| | Page |
|--|---|
| | APPENDIX |
| E | ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT |
| | DATE |
| | TO BE EFFECTIVE (DATE) |
| COMPANY | NAME |
| STREET A | DDRESS |
| | STATE/PROVINCE/COMMONWEALTH |
| | AL CODE |
| ATTENTIO | N |
| | (NAME, TITLE) |
| PHONE | FAX |
| OTHER NO | OTICE METHOD & ADDRESS |
| PROVIDER | TITY COMMON CODE (D-U-N-S® Number¹) R NAME (If any) |
| PROVIDER COMPANY | NAME (If any) |
| PROVIDER COMPANY STREET A | R NAME (If any) |
| PROVIDER COMPANY STREET A CITY | NAME (If any) NAME DDRESS |
| PROVIDER COMPANY STREET A CITY ZIP/POST/ | R NAME (If any) / NAME DDRESS STATE/PROVINCE/COMMONWEALTH AL CODE |
| PROVIDER COMPANY STREET A CITY ZIP/POST/ | NAME (If any) NAME DDRESS STATE/PROVINCE/COMMONWEALTH |
| PROVIDER COMPANY STREET A CITY ZIP/POST/ | NAME (If any) NAME DDRESS STATE/PROVINCE/COMMONWEALTH NOTE: (NAME, TITLE) |
| PROVIDER COMPANY STREET A CITY ZIP/POST/ ATTENTIC | NAME (If any) NAME DDRESS STATE/PROVINCE/COMMONWEALTH NAL CODE (NAME, TITLE) |
| PROVIDER COMPANY STREET A CITY ZIP/POST/ ATTENTIC PHONE OTHER NO | NAME (If any) NAME DDRESS STATE/PROVINCE/COMMONWEALTH AL CODE (NAME, TITLE) FAX |
| PROVIDER COMPANY STREET A CITY ZIP/POST/ ATTENTIO PHONE OTHER NO | NAME (If any) NAME STATE/PROVINCE/COMMONWEALTH AL CODE (NAME, TITLE) FAX OTICE METHOD & ADDRESS |
| PROVIDER COMPANY STREET A CITY ZIP/POST/ ATTENTIC PHONE OTHER NO LEGAL EN PROVIDER | R NAME (If any) (NAME DDRESS STATE/PROVINCE/COMMONWEALTH AL CODE (NAME, TITLE) FAX DTICE METHOD & ADDRESS (TITY COMMON CODE (D-U-N-S® Number²)) R NAME (If any) ON OF COSTS: |
| PROVIDER COMPANY STREET A CITY ZIP/POST/ ATTENTIO PHONE OTHER NO LEGAL EN PROVIDER | NAME (If any) NAME |

A registered trademark of Dun & Bradstreet Corporation

² A registered trademark of Dun & Bradstreet Corporation

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|-----|---|---------------------------|-------------------------|-----------------------|-------------|--|
| 255 | APPENDIX | | | | | |
| 256 | ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT | | | | | |
| 257 | | DATE | | | | |
| 258 | | TO BE EFFECTIVE _ | (D | ATE) | | |
| 259 | COMPANY NAME: | | | | | |
| 260 | | <u>-</u> - | B - 112 | | | |
| | | TER (URL or Electronic M | · | | | |
| 261 | ISA QUALIFIER | | ISA ID | | | |
| 262 | COMPANY NAME: | | | | | |
| 263 | RECEIPT COMPU | TER (URL or Electronic M | lailbox) | | | |
| 264 | ISA QUALIFIER | | | | | |
| 265 | (The foregoing sec | tion may be in the Append | | | or the | |
| 266 | other place.) | | | | | |
| | | | | | | |
| 267 | | LIST C | F EXHIBITS | | | |
| | EXHIBIT | TRANSACTION | NATURAL GAS DOCUMENT | DATE EXH ENTERED I | | |
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| 270 | All Exhibits attached hereto are to be co | nsidered attached to the Appendix and made a part |
|-----|---|---|
| 271 | thereof. Where there are any provisions | specified both in the Exhibit(s) and in the Appendix, |
| 272 | those contained in the Exhibit(s) govern. | |
| 273 | The undersigned do hereby execute this | Appendix, which Appendix is attached to and made a |
| 274 | part of the above referenced Trading P | artner Agreement. By execution below the parties |
| 275 | | rposes set forth in this Appendix and the attached |
| 276 | Exhibit(s). | ., |
| 277 | COMPANY NAME: | COMPANY NAME: |
| 278 | BY: | BY: |
| 279 | PRINTED NAME: | PRINTED NAME: |
| 280 | TITLE: | TITLE: |
| 281 | | |

| 282 | Page of |
|------------|---|
| 283 | EXHIBIT I-XXX (Sequential Number) |
| 284 | ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT |
| 285 | DATED |
| 286 | TO BE EFFECTIVE (date) |
| 287 | COVERING TRANSACTION SET NUMBER |
| 288 | 1. DOCUMENT SPECIFIC OPERATING INFORMATION: |
| 289 | (This section covers only the originating Document and its Functional Acknowledgment or |
| 290 | identification and timing of substitute Response Document.) |
| 291 | NATURAL GAS DESCRIPTIVE NAME |
| 292 | ASC X12 VERSION/RELEASE NO. |
| 293 | ELECTRONIC DELIVERY MECHANISM (The method used to electronically transmit |
| 294 295 | transactions, such as those in EDI format, to a trading partner) - INTERNET: |

| ROW | | ORIGINATING | RECEIVING |
|----------|--|-------------|-----------|
| NUM 1 | ITEMS COMPANY NAME | PARTY | PARTY |
| L | · · · · · · · · · · · · · · · · · · · | | |
| 2 | EDI CONTACT PHONE NUMBER | | |
| 3 | PROVIDER NAME (if different from that in | | |
| | the Appendix) | | |
| 4 | RECEIPT COMPUTER URL (host name or | | |
| | IP address, any non-standard port, directory, | | |
| 0 | program name, as necessary) Basic Authentication userid | | |
| | | | |
| 0 | Basic Authentication password | | |
| 0 | HTTP from/to tag | | |
| 5 | ISA QUALIFIER | | |
| 6 | ISA ID CODE • | | |
| 7 | GS ID CODE | | |
| 8 | FUNCTIONAL 997 DOCUMENT | N/A | |
| | ACKNOWLEDGMENT (FA) (Y/N) | | |
| 9 | FA RETURN TIME FRAME | N/A | |
| 10 | RESPONSE DOCUMENT (RSP) | N/A | |
| | NUMBER/NAME | | |
| 11 | FUNCTIONAL ACKNOWLEDGMENT OF RESPONSE | N/A | |
| 12 | RSP RETURN TIME FRAME | N/A | |
| 13 | ACCEPTANCE DOCUMENT (ACPT) | N/A | |
| 14 | FUNCTIONAL ACKNOWLEDGMENT OF | | N/A |
| | ACCEPTANCE | | |
| 15 | ACPT RETURN TIME FRAME | N/A | |
| 16 | RETRANSMIT TIME FRAME (ORIGINAL | | N/A |
| | DOCUMENT) | | |
| 17 | SIGNATURE CODE | | |

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|-------------------|------------|--|-------------|-------------|
| 299 | | EXHIBIT I-XXX (Sequential Number) | | |
| 300 | | ELECTRONIC DATA INTERCHANGE TRADING PARTNER AG | 3REEMEN | 1T |
| 301 | | DATED | | |
| 302 | | TO BE EFFECTIVE(date) |) | |
| 303 | | COVERING TRANSACTION SET NUMBER | | |
| 304 305 306 | 2. — | STANDARDS: Specify all applicable standards and the issuing | organiza | ations. |
| 307 | Sele | ected standards include, as applicable, all data dictionaries, segment of | dictionarie | s and |
| 308 | | nsmission controls referenced in those standards for the Transaction(s | | |
| 309 | | nibit. | , 00,110 | w 111 0.110 |
| 310 311 | 3. | INDUSTRY GUIDELINES: Specify all applicable published indus | stry guide | elines. |
| 312 | | a manufaciation and a manufacian and delice Free left at a large transfer at a second and | | |
| 313 | | e mutually agreed provisions of this Exhibit shall control in the event of | any contii | ct with any |
| 314 | liste | ed industry guidelines. | | |
| 315 316 | 4. to e | SECURITY PROCEDURES: (Define security procedures, includencyption, authentication, and PGP version.) | ling but n | ot limited |
| 317 | | | | |
| 318 | | | | |
| 319 | 4.1 | PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES: | | |
| 320 | a) | Contact for public encryption key exchange (emergency and schedu | led) | |
| 321 | | | | |
| | | , | | |
| 322 | b) | Method of contact and related information (phone number and/or e-r | nail addre | ss) |
| 323 | | | | |
| 224 | ۵۱ | Characteristic mother of of law control | | |
| 324 325 | c) | Chosen electronic method of key exchange | | |
| 326 | | | | |
| 327 | ۸۱. | Cabadulad public apprentian key avalongs assessings including fun | | |
| | d) | Scheduled public encryption key exchange procedures including fre | quency | |
| 328 | | | | |
| 329 330 | e) | Emergency public encryption key exchange procedures | | |
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| | Page of _ |
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| | EXHIBIT I-XXX (Sequential Number) |
| | ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT |
| | DATED |
| | TO BE EFFECTIVE (date) |
| CO | VERING TRANSACTION SET NUMBER |
| f) | Verification procedures to confirm appropriate exchange of public encryption keys |
| g) | Other |
| | |
| _ | |
| 5. agre | TERMS AND CONDITIONS: (If no special terms and conditions have been sed upon, enter "None".) |
| agre | eed upon, enter "None".) |
| agre | DATA RETENTION (If no special data retention procedures have been agree n, enter "None".) |
| agreen 6. upo | DATA RETENTION (If no special data retention procedures have been agreen, enter "None".) REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced |
| agreen ag | DATA RETENTION (If no special data retention procedures have been agree n, enter "None".) REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced eement. Parties to place a list of type(s) of agreements, as well as language |
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| agreen 6. upo | DATA RETENTION (If no special data retention procedures have been agreen, enter "None".) REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced |

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| 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".) |
| CONFIDENTIAL INFORMATION: (See Section 3.2. If no limitation has been |
| agreed upon, enter "None".) |
| agreed upon, enter "None".) |
| 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 |
| 10. Is the data element "transaction set" supported in the HTTP envelope (Yes/No) |
| 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 |
| 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 hereby ratify said Agreement for all purposes set forth in this Exhibit. |
| 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 hereby ratify said Agreement for all purposes set forth in this Exhibit. COMPANY NAME: COMPANY NAME: |
| 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 hereby ratify said Agreement for all purposes set forth in this Exhibit. COMPANY NAME: BY: BY: |

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|-------------------|--|
| 385 | EXHIBIT V-XXX (Sequential Number) |
| 386 | ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT |
| 387 | DATED |
| 388 | TO BE EFFECTIVE(date) |
| 389 | COVERING TRANSACTION SET NUMBER |
| 390 391 392 | DOCUMENT SPECIFIC OPERATING INFORMATION: (This section covers only the originating Document and its Functional Acknowledgment or identification and timing of substitute Response Document.) |
| 393 | NATURAL GAS DESCRIPTIVE NAME |
| 394 | ASC X12 VERSION/RELEASE NO. |
| 395 396 397 | ELECTRONIC DELIVERY MECHANISM (The method used to electronically transmit transactions, such as those in EDI format, to a trading partner) - VAN: |

| ROW NUM | ITEMS | ORIGINATING PARTY | RECEIVING |
|------------|--|----------------------|-----------|
| 1 | COMPANY NAME | PARIT | PARTY |
| 2 | EDI CONTACT PHONE NUMBER | | <u> </u> |
| | | | |
| 3 | PROVIDER NAME (if different from that in the Appendix) | | |
| 4 | RECEIPT COMPUTER VAN Account ID | | |
| 5 | ISA QUALIFIER | | |
| 6 | ISA ID CODE | | |
| 7 | GS ID CODE | | |
| 8 | FUNCTIONAL 997 DOCUMENT ACKNOWLEDGMENT (FA) (Y/N) | N/A | |
| 9 | FA RETURN TIME FRAME | N/A | |
| 10 | RESPONSE DOCUMENT (RSP) NUMBER/NAME | N/A | |
| 11 | FUNCTIONAL ACKNOWLEDGMENT OF RESPONSE | N/A | |
| 12 | RSP RETURN TIME FRAME | N/A | |
| 13 | ACCEPTANCE DOCUMENT (ACPT) | N/A | |
| 14 | FUNCTIONAL ACKNOWLEDGMENT OF ACCEPTANCE | • | N/A |
| 15 | ACPT RETURN TIME FRAME | N/A | |
| 16 | RETRANSMIT TIME FRAME (ORIGINAL DOCUMENT) | | N/A |
| 17 | SIGNATURE CODE | | |

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| | EXHIBIT 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. |
| trar | ected standards include, as applicable, all data dictionaries, segment dictionaries and smission controls referenced in those standards for the tTransaction(s) contained in this libit. |
| 3. | INDUSTRY GUIDELINES: Specify all applicable published industry guidelines. |
| liste 4. | mutually agreed provisions of this Exhibit shall control in the event of any conflict with any ed industry guidelines. SECURITY PROCEDURES: (Define security procedures, including but not limited encryption, authentication, and PGP version if any.) |
| | |
| | PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES: (If applicable) Contact for public encryption key exchange (emergency and scheduled) |
| | PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES: (If applicable) |
| a) | PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES: (If applicable) Contact for public encryption key exchange (emergency and scheduled) |
| a) b) | PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES: (If applicable) Contact for public encryption key exchange (emergency and scheduled) Method of contact and related information (phone number and/or e-mail address) |
| a) b) c) | PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES: (If applicable) Contact for public encryption key exchange (emergency and scheduled) Method of contact and related information (phone number and/or e-mail address) Chosen electronic method of key exchange |

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| | EXHIBIT V-XXX (Sequential Number) |
| | ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT |
| | DATED |
| | TO BE EFFECTIVE(date) |
| CO/ | VERING TRANSACTION SET NUMBER |
| f) | Verification procedures to confirm appropriate exchange of public encryption keys |
| a) | Other |
| 9) | Other |
| | |
| | |
| 5. | TERMS AND CONDITIONS: (If no special terms and conditions have been |
| agre | eed upon, enter "None".) |
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| 6. | DATA RETENTION (If no special data retention procedures have been agree |
| 6. upo | DATA RETENTION (If no special data retention procedures have been agree on, enter "None".) |
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| | · · · · · · · · · · · · · · · · · · · |
| upo | on, enter "None".) |
| upo | REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced |
| 7. | REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced reement. Parties to place a list of type(s) of agreements, as well as language |
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| EXHIBIT V-XX | X (Sequential Numb | er) | |
| ELECTRONIC DATA INTERCHA | NGE TRADING PAF | RTNER AGREEM | MENT |
| DATED | ····· | | |
| TO BE EFFECTIVE _ | | | |
| COVERING TRANSACTION | SET NUMBER | | _ |
| 8. LIMITATION ON DIRECT DAMAGES: enter "None".) | ` | · · | • |
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| 9. CONFIDENTIAL INFORMATION: (Se | e Section 3.2. If r | no limitation ha | s been |
| agreed upon, enter "None".) | | | |
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| agreed upon, enter "None".) | | | |
| agreed upon, enter "None".) | hibit pursuant to the | Agreement atta | |
| agreed upon, enter "None".) The undersigned do hereby execute this Ex | hibit pursuant to the | Agreement atta | |
| agreed upon, enter "None".) The undersigned do hereby execute this Ex | hibit pursuant to the | Agreement atta | |
| agreed upon, enter "None".) The undersigned do hereby execute this Ex hereby ratify said Agreement for all purpose | hibit pursuant to the | Agreement atta | ched and |
| agreed upon, enter "None".) The undersigned do hereby execute this Ex hereby ratify said Agreement for all purpose COMPANY NAME: | hibit pursuant to the | Agreement atta hibit. E: | ched and |
| agreed upon, enter "None".) The undersigned do hereby execute this Ex hereby ratify said Agreement for all purpose COMPANY NAME: | hibit pursuant to the s set forth in this Ex COMPANY NAMI BY: PRINTED | Agreement atta hibit. E: | ched and |