

**ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT**

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 2____, by and between UGI Utilities, Inc. – Gas Division (“UGI”), a Pennsylvania corporation and a Natural Gas Distribution Company (“NGDC”) with offices at 2525 N. 12th Street, Suite 360, PO Box 12677, Reading PA 19612-2677 and _____ a _____ corporation and a Licensed Natural Gas Supplier (“NGS”) with offices at _____. Individually each party is hereinafter referred to as a “Trade Partner” and collectively the parties are hereinafter referred to as “Trade Partners”.

RECITALS

WHEREAS, the Trade Partners desire to facilitate the exchange of business transactions, reports, and other information ("Documents") by electronically transmitting and receiving data in agreed upon formats in substitution for conventional paper-based documents and to ensure that such electronic Documents are legally valid and enforceable; and

WHEREAS, the Trade Partners 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 mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Trade Partners, intending to be legally bound hereby, agree as follows:

Section 1. Prerequisites

1.1 **Electronic Transactions.** Each Trade Partner may electronically transmit to or receive from the other Trade Partner certain electronic transactions pertaining to UGI’s program to permit certain residential and small commercial customers to select their provider of natural gas supply services (“Gas Choice Program”). An electronic transaction is the specific message format exchanged between originator and recipient, usually an electronic message sequence that relates to a specific type of paper business document. Electronic transactions shall be transmitted in accordance with the standards and appropriate industry guidelines, as the same may be amended from time to time. See Appendix A for a list of standards, guidelines, and related documents that must be used in conjunction with Gas Choice Program EDI transactions.

1.2 **Scope of the Agreement.** This Agreement shall govern and apply only to Documents transmitted from either Trade Partner to the other in connection with the Gas Choice Program.

1.3 **VAN Charges.** If an NGS is not able to use the Electronic Delivery Mechanism (“EDM”) specified in Appendix A hereto, and if permitted by the PaPUC to use an alternate, UGI, at the NGS’ sole cost and expense, shall utilize a Value Added Network (“VAN”) to

transmit and receive data from the NGS. UGI shall invoice the NGS for the applicable VAN charges it receives from the VAN service provider, and the NGS shall remit the invoiced amount to UGI within thirty (30) days.

1.4 Third-Party Service Providers.

1.4.1 Documents will be transmitted electronically to each Trade Partner either directly or through any third-party service provider ("Provider") with which either Trade Partner may contract on its own behalf. Either Trade Partner may modify its election to use, not use, or change its Provider upon 30 days prior written notice to the other Trade Partner.

1.4.2 Each Trade Partner shall be responsible for the costs of any Provider with which it contracts, unless otherwise agreed.

1.5 System Operations. Each Trade Partner, at its own expense, shall be responsible for and/or provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

1.6 Security Procedures. Each Trade Partner shall properly use those security procedures, including any ordered by the PaPUC, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access. If applicable, security procedures related to the transport of EDI over the public Internet will be as specified in Appendix B.

1.7 Signatures. Each Trade Partner shall adopt as its signature an electronic identification consisting of symbol(s) or code(s), which are to be affixed to or contained in each Document, transmitted by such Trade Partner ("Signatures"). Each Trade Partner agrees that any Signature of such Trade Partner affixed to or contained in any transmitted Document shall be sufficient to verify such Trade Partner originated such Document. Neither Trade Partner shall disclose to any unauthorized person the Signatures of the other Trade Partner.

1.8 Freedom from Computer Viruses. Trade Partners shall use reasonable efforts to ensure that Documents are free of computer software code or routines which are designed to disable, damage, impair or electronically repossess or erase programs or data files and which can cause damage to a Trade Partner's computer systems and/or operations, including but not limited to, computer viruses, "back doors", "time bombs", "Trojan Horses", "worms", "drop dead devices" or other destructive logic. Either Trade Partner will promptly notify the other if such destructive logic is detected in and/or transmitted from any computer system involving Documents.

1.9 Back-up Data. Archive or back-up copies of Document data required by law or regulation shall be subject to the provisions of this Agreement to the same extent as original Document data.

1.10 Testing.

1.10.1 Documents will not be exchanged by the Trade Partners until subjected to reasonable testing to ensure compliance with PaPUC Orders.

1.10.2 Following acceptance for production use, additional testing may be required by a Trade Partner in response to a change in the system environments including, but not limited to: installation of a new application system, installation of a new EDI translator, or implementation of a new EDI version. Additional testing shall adhere to the standard testing procedures determined by the PaPUC.

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 Trade Partner at such Trade Partner's Receipt Computer (as such term is defined in Appendix B) and verified in accordance with 2.2 hereof. If applicable, transmission procedures related to the transport of EDI over the public Internet will be as specified in Appendix B.

2.2 Verification. Upon proper receipt of any EDI transaction, the receiving Trade Partner shall properly transmit a functional acknowledgment ("FA") transaction in return, in standard format. For the purposes of this Agreement a "functional acknowledgment" means an ASC X12 Transaction Set 997 which confirms that an EDI transaction has been received and reports whether the EDI transaction is or is not syntactically correct. An FA shall constitute conclusive evidence that an EDI transaction has been properly received. An FA does not go to the substantive content of the related Document. An FA shall not be construed to be an acceptance or a status report.

2.3 Responses. If a response to a Document is required, any such Document which has been properly received shall not give rise to any obligation unless and until the Trade Partner initially transmitting such Document has properly received in return the required response transaction.

2.4 Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving Trade Partner shall promptly notify the originating Trade Partner (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating Trade Partner's records of the contents of such electronic transaction shall control in the event of a dispute as to the content of the Document.

Section 3. Transaction Terms.

3.1 Terms and Conditions. Any Documents exchanged pursuant to this Agreement and any related communication shall also be subject to the terms and conditions included in UGI's applicable tariffs, as they may be approved by the PaPUC from time to time. The Trade Partners acknowledge that the terms and conditions set forth in UGI's tariffs may be or may become inconsistent or in conflict with this Agreement, but agree that any conflict or dispute that arises between the Trade Partners in connection with any such Documents will be resolved as if such Documents had been effected through application of the tariffs. Any inconsistency between this Agreement and any Pennsylvania Public Utility Commission ("Commission") Orders shall be resolved by giving precedence to the Commission's Orders and then to this Agreement.

3.2 Confidentiality. The term "Proprietary Information" means all password(s) necessary to gain access to UGI files containing information pertaining to customers served by UGI, and all customer information contained in such files. NGS agrees to keep all Proprietary Information confidential, and shall not, without UGI's prior written consent, disclose to any third party such Proprietary Information. NGS agrees to limit the disclosure of Proprietary Information to only those officers, employees and agents necessary to enable it to provide natural gas supply services to Rate RT, NT and CT customers. The above obligations shall not apply to any Proprietary Information with respect to which NGS can demonstrate:

- a. Was in public domain at time of disclosure, or subsequently became part of the public domain through no fault of NGS;
- b. Was legally received from a third party who represents directly or indirectly that it was not subject to a confidentiality agreement regarding information; or
- c. Was legally received from a third party who fails to disclose that the information was Proprietary Information, and NGS discloses such information in good faith and without knowledge that the information is Proprietary Information.

In the event NGS is requested or required (by law or regulation, oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose Proprietary Information, it is agreed that NGS shall provide UGI with prompt notice of such request prior to complying therewith so that UGI may seek an appropriate protective order and/or waive NGS's compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, NGS is nonetheless legally compelled to disclose such information, it may disclose such information without liability hereunder. The obligations of NGS concerning confidentiality and non-use under this Agreement shall survive the completion of NGS's provision of natural gas supply services to customers served by UGI.

3.3 Validity; Enforceability.

3.3.1 This Agreement has been executed by the Trade Partners 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 and any electronic information related to a Document properly transmitted pursuant to this Agreement shall be considered to be a "writing" or "in writing", and any such Document when containing, or to which there is affixed, a Signature shall be deemed for all purposes to have been "signed" and 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 Trade Partners 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 Trade Partners in furtherance of this Agreement.

3.3.4 The Trade Partners agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the Trade Partner 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 Trade Partners to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Trade Partner shall contest the admissibility of copies of Signed Documents on the basis that the Signed Documents were not originated or maintained in documentary form.

Section 4. Miscellaneous.

4.1 Headings. Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this Agreement.

4.2 Termination. This Agreement shall remain in effect until terminated by either Trade Partner with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the Trade Partners arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

4.3 Severability. Any provision of this Agreement that 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.

4.4 Entire Agreement. This Agreement and the Appendices constitute the complete agreement of the Trade Partners relating to the matters specified in this Agreement and supersede

all prior representations or agreements, whether oral or written, with respect to such matters. This Agreement may not be amended, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly authorized representative of each Trade Partner. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Trade Partner. No obligation to enter into any Document is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the Trade Partners and their respective successors and assigns.

4.5 Assignment. This Agreement, or any rights or obligations hereunder, shall not be assigned by either Trade Partner without the express written approval of the other Trade Partner; provided, however, that a Trade Partner may assign this agreement, or any of its rights or obligations hereunder, in whole or in part, to an affiliate to perform the respective Trade Partner's responsibilities, without the express written approval of the other Trade Partner. Any assignment that does not comply with the provisions of this section 4.5 shall be null and void.

4.6 Non-Waiver. The waiver by either Trade Partner of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation.

4.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

4.8 Force Majeure. No Trade Partner shall be liable for any failure to perform its obligations in connection with any Document where such failure results from any act of God or other cause beyond such Trade Partner's reasonable control which prevents such Trade Partner from transmitting or receiving any Documents.

4.9. EXCLUSION OF DAMAGES. NEITHER TRADE PARTNER SHALL BE LIABLE TO THE OTHER TRADE PARTNER FOR ANY INDIRECT, 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 SUCH TRADE PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.10 Resolution of Disputes.

4. 10.1 In the event of any controversy or claim arising out of or relating to this Agreement, or breach thereof, the Trade Partners shall use their best efforts to resolve the claim or dispute, initially, through good faith negotiations.

4.10.2 If any controversy, claim, or dispute arising hereunder is not resolved in accordance with Article 4. 10.1 above, either Trade Partner may, upon giving the other Trade Partner at least ten (10) days prior written notice, initiate litigation to submit such claims or

disputes for decision by a court of competent jurisdiction of the Commonwealth of Pennsylvania in accordance with the laws of Pennsylvania,

4.11 Notices. Unless otherwise provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been received when personally delivered, when sent by (i) courier delivery; (ii) Federal Express or similar overnight courier delivery; or (iii) U.S. certified mail, return receipt requested to the address and persons specified in this Agreement. Notices or communications shall be deemed given on the date of (a) courier or overnight courier delivery; or (b) in the case of transmittal by U.S. certified mail, return receipt requested, the date the return receipt is signed or delivery is rejected.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

UGI Utilities, Inc. - Gas Division

By:
Title:

By:
Title:

Appendix A – Related Documents

The following documents are relevant to the Electronic Transactions to be exchanged. These documents may be revised from time to time. The latest version of each document should be utilized for the most current standards and requirements.

1. Pennsylvania Data Exchange Standards including EDI transaction formats; Natural Gas Test Plan; and, Internet Protocol Testing Plan.
2. PA EDI Implementation Guides.
3. UGI's Gas Service Tariff
4. Applicable Sections of GISB EDM Version 1.4, as identified in the Internet EDI Plan.
5. Trade Partner Worksheets.

Appendix B - Internet Security and Transmission Procedures

1. Security

- 1.1. Each party shall use those security procedures specified in the applicable sections of the Gas Industry Standards Board (“GISB”) Electronic Delivery Mechanism (EDM).
- 1.2. Security Key Exchanges. Each party shall maintain a public key used to facilitate secure electronic communication. The manner in which public encryption keys are to be changed and/or exchanged will be specified in the Trade Partner Worksheet. The Trade Partners shall change their public key as set forth in the Trade Partner Worksheet. However, in emergency situations in which it is necessary to change a key immediately, each party shall provide the other party with immediate notice of the change. Each party shall provide to the other its public key by either (a) a certified or receipt mail service using a diskette with the public key contained in an ASCII text file; or (b) an electronic simple mail transfer protocol (“SMTP”) mail message with the public key contained in the body. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by phone or by other comparable means.
- 1.3. Signatures. Each party shall apply its private key as its signature, which signature shall be applied to each Document transmitted by such party ("Digital Signature "). Such Digital Signature, when decrypted by the receiving party, will be used to authenticate the identity of the sender.

2. Transmissions

- 2.1. Pursuant to Section 2.1 of the Agreement, Proper Receipt at the receiving party’s Receipt Computer designated in the Trade Partner Worksheet shall be evidenced by the receipt by sending party of a HTTP response initiated by receiving party. The HTTP response shall specify the date and time of receipt of a Document at the receiving party's Internet server (also called “time-c” in the GISB EDM documents). No Document shall have any effect if the HTTP response is not received by sending party, or if the HTTP response indicates an error.
- 2.2. The “Receipt Computer” shall be identified in the Trade Partner Worksheet by the receiving party’s Uniform Resource Locator (“URL”). The URL points to the appropriate Internet server locations and resources.. Where the Trade Partners employ the services of Providers to transmit and receive Documents, the receiving party’s Receipt Computer shall be defined as the URL provided by the receiving party’s Provider.
- 2.3. Digital Signature Verification and Decryption. Upon Proper Receipt of any Document, the receiving party shall attempt to decrypt the Document and verify the Digital Signature of the sending party. If the Document is verified and the decryption is successful, the receiving party shall transmit a Functional Acknowledgment in return. If the Document is

verified and the decryption is unsuccessful, the receiving party shall send the applicable error message to the sending party. The sending party shall attempt to correct the error