ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of <month> <day>, <year>, by and between New York State Electric & Gas Corporation ("NYSEG"), a New York Corporation, with offices at Corporate Drive, Kirkwood Industrial Park, Binghamton, New York 13902-5224 and <trading partner name>, a <specify corporation or other entity type>, with offices at <trading partner address> (collectively, the "Parties").

RECITALS

WHEREAS, the Parties desire to facilitate the exchange of required reports, data and information as set forth in the New York Public Service Commission ("Commission") orders, rules and regulations regarding the New York Electronic Data Interchange ("EDI") and Uniform Business Practices ("UBP") standards, by electronically transmitting and receiving data in agreed formats; and

WHEREAS, the Parties desire that such electronic exchange fully comply with their obligations as set forth in the Commission orders, rules and regulations regarding the EDI and UBP standards, subject to terms and conditions included in NYSEG's applicable tariffs; and

WHEREAS, the Parties have executed an Operating Agreement and/or a Billing Services Agreement ("BSA") in connection with <trading partner name> participation in NYSEG's electric retail access and/or gas tran_____

der the Operating Agreement and/or the BSA.

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 Data Communications. Each party shall electronically transmit to or receive from the other party any of the EDI transactions listed in Exhibit A (collectively "Transactions"), attached hereto and made a part hereof, as such Exhibit may be revised by written agreement. Any transmission of data, which is not a Transaction, 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.

1.2 Scope of the Agreement. This Agreement shall govern and apply only to Data Communications transmitted from either party to the other in connection with NYSEG's electric retail access and/or gas transportation programs.

1.3 Third Party Service Providers

1.3.1 Data Communications will be transmitted electronically between the Parties as specified in the Exhibit(s), either directly or through an authorized third party service provider ("Provider") with whom either party may contract. Either party may modify its election to use, not use or change a Provider upon 60 days prior written notice to the other party. Exhibit B, attached hereto and made a part hereof, is to be used to designate or change Provider(s).

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1.3.2 Each party shall be responsible for the costs of any Provider with whom it contracts.

1.3.3 Each party shall be liable for any acts or omissions of its Provider while transmitting, receiving, storing, or handling Data Communications or performing related transmission activities required to effectuate transactions pursuant to Section 2.

1.4 System Operation.

1.4.1 Each party, at its own expense, shall provide and maintain the equipment, software, and services necessary to transmit and receive Data Communications. Each party also will be responsible for satisfying the applicable testing to demonstrate its ability to transmit and receive Data Communications.

1.4.2 Each party shall use the technical environment and security attributes specified in Exhibit C, attached hereto and made a part hereof, as such Exhibit may be revised by written agreement, in accessing the other party's Internet server computer to effectuate Data Communications. Either party may modify its attributes in Exhibit C upon 15 days prior written notice to the other party.

1.5 Data Communications Authentication and Integrity.

1.5.1 Data Communications shall be provided in accordance with the EDI and UBP standards. The EDI standard for the data transfer mechanism utilizes the Internet HTTP protocol and is based on and aligned with the North American Energy Standards Board (NAESB – formerly GISB) Electronic Data Mechanism (EDM) that utilizes the Pretty Good Privacy (PGP) security application of private and public key pairs for data encryption ("Integrity") and digital signatures ("Authentication").

1.5.2 Each party shall maintain a private key as its signature, which signature shall be applied to each Transaction transmitted by such party ("Digital Signature ") as specified by the PGP security application. Such Digital Signature, when decrypted by the receiving party, will be used to authenticate the identity of the sender and confirm the integrity of the received document. Each party agrees that the Digital Signature when decrypted by the receiving party shall be sufficient to authenticate the origin of the document. Each party shall adopt appropriate measures to maintain the confidentiality and security of its private key.

1.5.3 Each party shall maintain a public key used to facilitate secure electronic communication with the other party. The manner in which the public key is to be changed and/or exchanged is specified in Exhibit C, as such Exhibit may be revised by written agreement. Neither party shall disclose to any unauthorized person the public key of the other party.

1.6 Freedom from Computer Viruses. Each party shall use reasonable efforts to ensure that Data Communications 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 the other party'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 party will promptly notify the other if such destructive logic is detected in and/or transmitted from any computer system involving Data Communications.

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

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Section 2. Transmissions

2.1 Proper Receipt.

2.1.1 Data Communications shall not be deemed to have been properly received, and no Data Communication shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in Exhibit C, as evidenced by the receipt by sending party of the time-stamp receipt response initiated by receiving party. No Transaction shall have any effect if the time-stamp receipt response is not received by sending party, or if the time-stamp receipt response indicates an error.

2.1.2 The "Receipt Computer" is defined as the receiving party's Internet server computer identified by the Uniform Resource Locator ("URL") in Exhibit C. Where the Parties employ the services of Providers to transmit and receive Transactions, the Receipt Computer shall be defined in Exhibit C as the receiving party's URL provided by the receiving party's Provider.

2.2 Decryption. If there has been proper receipt pursuant to Section 2.1 the receiving party shall attempt to decrypt the Transaction. If the Transaction 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 and promptly retransmit the Transaction or notify the receiving party in an attempt to solve the problem. If the Transaction can not be authenticated an applicable error message will be sent to the sending party however, if the sending party's identity can not be ascertained, then the transmission will not be deemed a Transaction.

2.3 Functional Acknowledgement Transaction

2.3.1 For the purposes of this Agreement, a "Functional Acknowledgement" means an ASC X12 EDI Transaction Set 997 which confirms a Transaction has been received and whether all required portions of the Transaction are syntactically correct or not, but which does not confirm the substantive content(s) of the related Transaction nor imply acceptance of the Transaction for the purpose of applying the "First-In" rule defined in the Technical Operating Profile of the EDI standards. For the Transactions specified in Exhibit A, a Functional Acknowledgement will be transmitted in the time period specified in the EDI standards.

2.3.2 If the Functional Acknowledgement indicates an error in a Transaction, neither party shall rely on the Transaction specified by the Functional Acknowledgement. The sending party shall attempt to correct the error and retransmit the Transaction or otherwise contact the receiving party in an attempt to resolve the problem. If the Functional Acknowledgement does not indicate any error, the Functional Acknowledgement shall constitute conclusive evidence the specified Transaction has been received in syntactically correct form.

2.3.3 If there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Functional Acknowledgement, the sending party's records of the contents of the Transaction shall control.

2.4 File Size.

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2.4.1 Each party shall use reasonable efforts to ensure that Data Communications transmitted in any single file are no greater than 5Mb (five million one hundred twenty thousand bytes) in total size.

2.4.2 If the Data Communications file exceeds 5Mb in size the receiving party may, without liability to the sending party, reject the entire file from processing and notify the sending party of such rejection and the sending party shall attempt to correct the error and retransmit the Data Communications in smaller multiple files.

2.4.3 A Data Communications file rejected pursuant to Section 2.4.2 will not be considered as a properly receipted file pursuant to Section 2.1 of this Agreement.

Section 3. Terms

3.1 Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the Parties pursuant to the Operating Agreement and/or BSA. In the event of conflict between this Agreement and the Operating Agreement and/or BSA, the terms and conditions of the Operating Agreement and/or BSA shall control.

[Type a quote from the document or the summary of an interesting point. You can position the text box anywhere in the document. Use the Drawing Tools tab to change the formatting of the pull quote text box.]

3.2 Terms and Conditions of Reports and Other Information. This agreement is limited to providing reports and other information required by the Commission regarding the EDI and UBP standards. Additional services and information will be subject to conditions referenced in the Exhibit(s), as shall be determined in accordance with applicable law.

3.3 Change in Terms and Conditions. Notwithstanding Section 4.1 of this Agreement, if any party determines that Data Communications under this Agreement are altered by a subsequent change to a party's tariff, applicable laws, rules, orders or regulations, or obligations imposed by a governmental entity exercising jurisdiction over that party or the subject matter of this Agreement, then the affected party shall give immediate notice specifying which Data Communications under this Agreement are affected, and the reasons therefore, and may provide notice of termination of this Agreement as provided in Section 4.8, as required by regulatory mandates, effective immediately upon receipt of such notice by the other party to this Agreement.

3.4 Confidentiality. Without express written consent from the customer, no party to this Agreement will disclose any information provided under this Agreement to a person not party to this Agreement. Any party to this Agreement who discloses confidential information without such express written consent will indemnify the other party for any damages.

3.5 Validity: Enforceability

3.5.1 This Agreement has been signed and executed by the Parties to evidence their mutual intent to be bound by the terms and conditions set forth herein relating to the electronic transmission and receipt of Data Communications.

3.5.2 Any Transaction 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

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Agreement, to be a "writing" or "in writing"; and any such Transaction when containing, or to which there is applied, a Digital Signature ("Signed Transactions") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.5.3 The Parties agree not to contest the validity or enforceability of Signed Transactions 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 Transactions, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceeding, 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 Transactions under either the business records exception to the hearsay rule nor the best evidence rule on the basis that the Signed Transactions 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 (i) termination of the Operating Agreement, or (ii) terminated by either party upon not less than 30 days prior written notice specifying the effective date of termination, or (iii) in accordance with Section 3.3; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to a Transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the Parties arising under any Transactions or otherwise under this Agreement prior to the effective date of termination.

4.2 Severability. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3 Entire Agreement. This Agreement and the Exhibit(s) constitute the complete Agreement of the Parties relating to EDI transactions under the Operating 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.

4.4 No Third Party Beneficiaries. 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.

4.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding any conflicts-of-law rules and principles of that jurisdiction which would result in reference to the laws or law rules of another jurisdiction.

4.6 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction, 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

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such party from transmitting or receiving any Transactions and which such party is unable to prevent or overcome after the exercise of due diligence in receiving and transmitting transactions under the terms of this Agreement.

4.7 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 Data Communications pursuant to this Agreement, even if either party has been advised of the possibility of such damages and regardless of fault.

4.8 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 Exhibit C to the addressee party at such party's address as set forth in Exhibit C. 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.

4.9 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 the responsibilities of this Agreement. Notice also must be provided to the other party.

4.10 Waivers. No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

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

Section 5. Amendments
The Parties agree to conform to any subsequent modifications required by the Commission regarding the EDI and UBP standards. Any other modifications of the provisions contained in this Agreement will be in writing and effective as set forth in the Exhibits. Any other modifications of the provisions contained in this Agreement will be in writing and effective as set forth in the Exhibits.

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

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By: (sig

| Name: | Regina Hoffman | Name: | |
| Title: | Manager, Supplier Relations | Title: | |

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EXHIBIT A - Transactions

ASC X12 EDI Transactions included in Data Communications:

<Note: the table is customized to reflect transactions needed for the trading partner>

Transaction Set No.	Transaction Name (NY definition)	
TS810	Invoice – Utility Bill Ready Billing	
TS814	TS814c	Change (Account Maintenance)
	TS814d	Drop Request & Response
	TS814e	Enrollment Request & Response
	TS814hu	Consumption History Request & Response
	TS814r	Reinstatement Request & Response
TS820	Remittance Advice – Utility Consolidated Billing Models	
TS824	TS824aa	Application Advice – Negative Notification
	TS824pn	Application Advice – Positive Notification
TS867	TS867mu	Monthly Usage
	TS867hu	Consumption History / Gas Profile

Functional Acknowledgement (TS 997): Each of the Transactions specified in this Exhibit is required to be functionally acknowledged by the receiving party through return of an ASC X12 Transaction set 997 (Functional Acknowledgement), to the sending party of the initial Transaction, within the time period specified in the EDI standards.

Parties Attestation to Testing and Acceptance: The Parties confirm that the Transactions stated above have been successfully tested per their internal computer systems as witnessed by Diane Neira representing NYSEG and _____ representing <trading partner name>.

<Note: this section used if REPLACING OR UPDATING a prior TPA>

This document, as of <month> <day>, <year> supersedes any and all prior Exhibit A documents of the Electronic Data Interchange Trading Partner Agreement dated <original TPA date>, of the Parties hereto.

<Note: this section used for a NEW TPA>

This document, as of <month> <day>, <year>, supersedes any and all prior Exhibit A documents of the Electronic Data Interchange Trading Partner Agreement of the Parties hereto.

Company Name: NYSEG_____   Company Name: <trading partner name>_____

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By: (signature)		By: (signature)	
Name:	Regina Hoffman	Name:	
Title:	Manager, Supplier Relations	Title:	
Date:		Date:	

EXHIBIT B – DESIGNATION OF PROVIDER

<trading partner name> **Information:**

<Note: if no Third Party Provider, include this; if not remove>
Third Party Service Provider NOT APPLICABLE to this agreement.

 (A)   In accordance with paragraph 1.3 of the Agreement, dated as of <month> <day>, <year>, by and between NYSEG and <trading partner name>; <trading partner name> hereby designates <third party provider>, with offices at <third party provider address> to act as the third party service provider on behalf of <trading partner name> for the following transactions, set forth in Exhibit A of the Agreement (initial only those transactions being authorized), and their required Functional Acknowledgements (TS 997):

Initial →

_____	TS 810ubr	_____	TS 820ucb
_____	TS 814c	_____	TS 824aa
_____	TS 814d	_____	TS 824pn
_____	TS 814e	_____	TS 867mu
_____	TS 814hu	_____	TS 867hu
_____	TS 814r		

(B)   The third party service provider designated herein agrees to comply with and be bound by the terms and conditions of the Agreement, as if it was a signatory to the Agreement, for those transactions it will perform as specified in this Exhibit B.

(C)   <Note: this section used if REPLACING OR UPDATING a prior TPA>

This Exhibit B, as of <month> <day>, <year>, supersedes any and all prior Exhibit B documents of the Agreement dated <original TPA date>.

<Note: this section used for a NEW TPA>

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This Exhibit B, dated as of <month> <day>, <year>, supersedes any and all prior Exhibit B documents of the Agreement.

Company Na   name>

By: (signatu   EXAMPLE ONL Y – DO NOT USE
Name:
Title:
Date:

Company Name: <third party provider>

By: (signature)   _____
Name: _____
Title: _____
Date: _____

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EXHIBIT C - Technical Environment and Security Attributes
Note: 15 day prior written notice to other party is required to effectuate any change to the following.

NYSEG information:
Note: if NYSEG uses a Third Party Service Provider pursuant to Section 1.3 of this Agreement then the Provider will be identified in Exhibit B and their information shall be stated below.

Receipt Computer:

URL	:	http://gisbprod.iberdrolausa.com:7403/GISBAgent.exe Note: - This information must be used exactly as given in order to invoke the correct data receiving process.
Challenge Logon ID and Challenge Password	:	Required to access NYSEG's receipt computer. NYSEG will provide these by e-mail.
Receiving IP Address (for this URL)	:	157.225.242.44
Sending IP Address:	:	157.225.242.44
PGP Key:		
PGP Public Key	:	Required in order to decrypt and authenticate Data Communications sent you by AVANGRID INT Networks Apps on behalf of NYSEG will provide these by diskette/CD or through e-mail. The receiving party must authenticate receipt of the public key with AVANGRID INT Networks Apps on behalf of NYSEG by phone or other comparable means.
PGP Public Key Change Frequency	:	In emergency situations in which it is necessary to change a key immediately, AVANGRID INT Networks Appson behalf of NYSEG shall provide immediate notice of the change and also provide its public key on a diskette/CD or through e-mail. The receiving party must authenticate receipt of the public key with AVANGRID INT Networks Appson behalf of NYSEG by phone or other comparable means.
Receiver ID (GISB-EDM Common Code ID)	:	006977763
E-Mail Address to send DTM Protocol failures to:	:	ediops@iberdrolausa.com

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EXHIBIT C - Technical Environment and Security Attributes   (continued)
Note: 15 day prior written notice to other party is required to effectuate any change to the following.

<trading partner name> Information:

> **Note:** if <trading partner name> uses a Third Party Service Provider pursuant to Section 1.3 of this Agreement then the Provider will be identified in Exhibit B and their information shall be stated below.

Receipt Computer:

URL	**:**	
Challenge Logon ID and Challenge Password	**:**	Required to access receipt computer. <trading partner name> or its Provider will provide these by e-mail.
Receiving IP Address (for this URL)	**:**	Note: one and only one receipt computer IP address is used.
Sending IP Address:	**:**	Note: one and only one sending computer IP address is used.
PGP Key:		
PGP Public Key	**:**	Required, by NYSEG, in order to decrypt and authenticate Data Communications sent by <trading partner name> or its Provider.
PGP Public Key Change Frequency	**:**	<trading partner name> or its Provider will change its PGP public key on an annual basis on a date mutually agreed upon with NYSEG. However, in emergency situations in which it is necessary to change a key immediately, <trading partner name> or its Provider shall provide NYSEG with immediate notice of the change and its public key by diskette/CD or e-mail. NYSEG will authenticate receipt of the public key by phone or other comparable means.
Receiver ID (GISB-EDM Common Code ID)	**:**	
E-Mail Address to send DTM Protocol failures to:	**:**	

<Note: this section used if REPLACING OR UPDATING a prior TPA>

This document, as of <month> <day>, <year>, supersedes any and all prior Exhibit C documents of the Electronic Data Interchange Trading Partner Agreement dated <original TPA date>, of the Parties hereto.

<Note: this section used for a NEW TPA>

This document, as of <month> <day>, <year>, supersedes any and all prior Exhibit C documents of the Electronic Data Interchange Trading Partner Agreement of the Parties hereto.

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Company Name: NYSEG   Company Name: <trading partner name>

By: (signat
Name:
Title: Manager, Supplier Relations   Title:
Date: Date:

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