

**CHOPTANK ELECTRIC COOPERATIVE, INC.  
ELECTRONIC DATA INTERCHANGE (EDI)  
TRADING PARTNER AGREEMENT**

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, by and between Choptank Electric Cooperative, Inc. ("Choptank" or "Cooperative"), a Maryland Cooperative and an Electric Cooperative with primary offices at 24820 Meeting House Road, PO Box 430, Denton, MD, and \_\_\_\_\_ an Electricity Supplier, a \_\_\_\_\_ corporation with offices at \_\_\_\_\_, individually a "Trading Partner" and collectively "Trading Partners."

**RECITALS**

**WHEREAS**, Choptank Electric Cooperative, Inc. and the Electricity Supplier desire to facilitate the exchange of business Electronic Transactions by electronically transmitting and receiving data in agreed upon formats and to ensure that such Electronic Transactions are not legally invalid and unenforceable.

**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 Trading Partners, intending to be legally bound hereby, hereto agree as follows:

**Section 1. Prerequisites**

1.1 Electronic Transactions. Standards. Each Trading Partner may electronically transmit to or receive from the other Trading Partner certain specified Electronic Transaction sets listed in the Appendix, and Electronic Transaction sets which the Trading Partners by written agreement add to the Appendix or have been approved in an Order of the Maryland Public Service Commission ("PSC"). An Electronic Transaction is the specific message format exchanged between originator and recipient, usually an electronic message sequence which relates to a specific type of paper business document. Any electronic transmission of data which is not specified in the Electronic Transaction set listed in the Appendix shall have no force or effect between the Trading Partners unless justifiably relied upon by the receiving Trading Partner. Electronic Transactions shall be transmitted in accordance with the standards and/or appropriate industry guidelines set forth in the Appendix and/or approved by the PSC, as the same may be amended from time to time.

1.2 Scope of the Agreement. This Agreement shall govern and apply only to Electronic Transactions transmitted from either Trading Partner to the other in connection with the retail electric customer choice programs in Maryland.

1.3 Third-Party Service Providers.

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

1.3.1.2 Each Trading Partner shall be responsible for the costs and performance of any Provider with which it contracts, unless otherwise set forth in the Appendix.

1.3.1.3 Subject to and limited by any limitations of liability or indemnification provisions in Choptank's Electricity Supplier Coordination Tariff and in any executed contract between Choptank and Electricity Supplier, each Trading Partner shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Electronic Transactions, or performing related activities, for such Trading Partner; provided, that if both the Trading Partners use the same Provider to effect the transmission and receipt of an Electronic Transaction, the originating Trading Partner shall be liable for the acts or omissions of the Provider as to such Electronic Transaction.

1.4 System Operations. Each Trading 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 Electronic Transactions.

1.5 Security Procedures. Each Trading Partner shall properly use those security procedures, including those specified by the PSC in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Electronic Transactions are authorized and to protect its business records and data from improper access.

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

1.7 Back-up Data. Trading Partners agree to maintain adequate back-up files to recreate transmissions as required. Back-up files shall be subject to this Agreement to the same extent as original data. Electronic Transactions shall be retained for such periods as required by relevant state and federal requirements.

1.8 Testing.

1.8.1 Electronic Transactions will not be authorized by either Trading Partner until subjected to reasonable testing to ensure compliance with PSC Orders.

1.8.2 Following acceptance for production use, additional testing may be required by a Trading 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 PSC.

**Section 2. Transmissions.**

2.1 Proper Receipt. Electronic Transactions shall not be deemed to have been properly received, and no Electronic Transaction shall give rise to any obligation, until accessible to the receiving Trading Partner at such Trading Partner's Receipt Computer designated in the Appendix and verification confirmed in accordance with Commission approved EDI standards and procedures specified in Choptank's Operations Manual.

2.2 Verification. Upon proper receipt of any Electronic Transaction, the receiving Trading Partner shall promptly and properly transmit a functional acknowledgment ("FA") in return in standard format, within the time frame specified by the PSC. An FA shall constitute conclusive evidence that an Electronic Transaction has been properly received. An FA is not an acceptance or a status report unless otherwise specified in the Appendix.

2.3 Acceptance. If acceptance of an Electronic Transaction is required by the Appendix and/or the PSC, any such Electronic Transaction which has been properly received shall not give rise to any obligation unless and until the Trading Partner initially transmitting such Electronic Transaction has properly received in return an acceptance Electronic Transaction.(as specified in the Appendix.)

2.4 Garbled Transmissions. If any properly transmitted Electronic Transaction is received in an unintelligible or garbled form, the receiving Trading Partner shall promptly notify the originating Trading Partner (if identifiable from the received Electronic Transaction) in a reasonable manner. In the absence of such a notice, the originating Trading Partner's records of the contents of such Electronic Transaction shall control.

### **Section 3. Transaction Terms.**

3.1 **Terms and Conditions.** Any Electronic Transaction made pursuant to this Agreement and (any related communication) shall also be subject to the terms and conditions included in the Cooperative's applicable tariffs that may be approved by the PSC from time to time. The Trading Partners acknowledge that the terms and conditions set forth in the Cooperative'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 Trading Partners in connection with any such Electronic Transaction will be resolved as if such Electronic Transaction had been effected through application of the tariffs. Any inconsistency between this Agreement and any PSC Orders shall be resolved by giving precedence to the PSC Orders and then to this Agreement.

3.2 **Confidentiality.** Electronic Transactions and other communications related to Electronic Transactions under the Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records.

#### **3.3 Validity and Enforceability.**

3.3.1 This Agreement has been executed by the Trading Partners to evidence their mutual intent to create binding transactions pursuant to the electronic transmission and receipt of Electronic Transaction information specifying certain of the applicable terms.

3.3.2 The parties agree that correspondence and Electronic Transactions electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all requirements set forth in Choptank's tariffs and standards as approved by the PSC for all purposes.

3.3.3 Any Electronic Transaction, properly transmitted pursuant to this Agreement, shall be considered to be a "writing" or "in writing" and any such Electronic Transaction when containing, or to which there is affixed, a Signature ("Signed Electronic Transactions") 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.

3.3.4 The conduct of the Trading Partners pursuant to this Agreement, including the use of Signed Electronic Transactions properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the Trading Partners in furtherance of this Agreement.

3.3.5 The Trading Partners agree not to contest the validity or enforceability of Signed Electronic Transactions under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the Trading Partner to be bound thereby. Signed Electronic Transactions, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Trading Partners to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Trading Partner shall contest the admissibility of copies of Signed Electronic Transactions on the basis that the Signed Electronic Transactions 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 Trading 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 Trading Partners arising under any Electronic Transactions or otherwise under this Agreement prior to the effective date of termination. Any attempted termination in conflict with any Order of the PSC shall be deemed ineffective for purposes herein.

4.3 Severability. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.4 Entire Agreement. This Agreement and the Appendix constitute the complete agreement of the Trading 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 Trading Partner. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Trading Partner. No obligation to enter into any Transaction 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 Trading Partners and their respective successors and assigns.

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

4.6 Non-Waiver. The waiver by either Trading 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 and Tariffs. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland and Choptank's tariffs filed with the PSC. This Agreement shall at all times be subject to any changes or modifications by the PSC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

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

4.9 Exclusion of Damages. Neither Trading Partner shall be liable to the other Trading 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 Electronic Transactions pursuant to this Agreement, even if such Trading 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 Trading Partners shall use commercially reasonable judgment to resolve the claim or dispute, initially, through good faith negotiations or upon the failure of such negotiations, through Alternative Dispute Resolution ("ADR") techniques and proceedings or another PSC approved process.

4.10.2 If any controversy, claim, or dispute arising hereunder is not resolved in accordance with Article 4.10.1 above, either Trading Partner may, upon giving the other Trading 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 State of Maryland in accordance with the laws of Maryland.

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; (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. The following are the primary contacts for all communications related to this Agreement;

4.11.1 Electric Distribution Company:

Cooperative's Name:	Choptank Electric Cooperative, Inc.
Address:	24820 Meeting House Road PO Box 430 Denton, MD 21629
Attn:	_____
Address:	_____
Phone:	_____
Fax:	_____
email:	_____

4.11.2 Electricity Supplier:

Name:	_____
Attn:	_____
Address:	_____
	_____
	_____
Phone:	_____
Fax:	_____
email:	_____

Choptank Electric Cooperative, Inc.  
Electronic Data Interchange (EDI) Trading Partner Agreement

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IN WITNESS WHEREOF, the parties have executed the agreement as of the day and year first above written.

Cooperative's Name: Choptank Electric Cooperative, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Electricity Supplier's Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Appendix**

**Standards:** Specify all applicable (and the issuing organizations): ANSI X12

Selected standards include. As applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards, but include only the Transaction Sets listed in the Documents Section of this Appendix below.

**Documents:**

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Transaction Set No.	Document Name
810	Invoice
820	Payment Order
997	Functional Acknowledgement
814E	Enrollment
814D	Enrollment Drop
814C	Enrollment Change
814R	Enrollment Rescission
867HU	Historical Usage
867MU	Monthly Usage
824	Application Advice
248	Write Off

**Guidelines:**

- Specify all applicable published industry guidelines:
- Utility Industry Group (“UIG”) conventions as published;
- Maryland Implementation Guidelines as published by the PSC

**Third Party Service Providers:**

(If the parties will be transmitting Documents directly, insert "NONE").

	<u>Name</u>	<u>Address</u>	<u>Phone</u>
Choptank Electric	Choptank Electric Cooperative, Inc.	24820 Meeting House Road Denton, MD 21629	410-479-0380
Electricity Supplier	_____	_____	_____

**Allocation of Provider Costs:**

(If no security allocation has been agreed upon, enter "NONE")

VAN charges are shared as directed by PSC order.

**Security Procedures:**

(If no security procedures have been agreed upon, enter "NONE"): NONE.

**Existing Agreements:**

(If the agreement is not to be considered a part of any existing written agreement, enter "NONE"): NONE.

**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) Choptank Electric's Electricity Supplier Coordination Tariff
- 2) Choptank Electric's Electricity Supplier Coordination Agreement
- 3) PSC Orders pertaining to CTIWG