

**BARC
ELECTRIC COOPERATIVE**

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

**BARC ELECTRIC COOPERATIVE
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT**

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 20__, by and between BARC Electric Cooperative, a Virginia utility consumer service cooperative ("Cooperative") and a Local Distribution Company with its headquarters in Millboro, Virginia, and _____, a Competitive Service Provider, a _____ corporation with offices at _____ (individually, each a "Party" or "Trading Partner," collectively, the "Parties" or "Trading Partners").

RECITALS

WHEREAS, the Parties desire to facilitate the electronic exchange of reports, data and information required as set forth in the applicable laws, regulatory authority orders, practices and standards established through the Electronic Data Transaction Practices for Electric Retail Access in the Commonwealth of Virginia ("VAEDT Plan"), and subject to the Cooperative's Competitive Service Provider Tariff ("CSP Tariff") on file with the Virginia State Corporation Commission ("Commission"), as amended from time to time, by electronically transmitting and receiving data in agreed formats; and

WHEREAS, the Virginia Electric Utility Restructuring Act, Va. Code §§ 56-576 to 56-596 (the "Act"), as amended, provides for the restructuring of the electric industry in Virginia such that regulated electric utilities must allow non-discriminatory direct access to their distribution systems by Competitive Service Providers of Electricity Supply Service and further provides that, with implementation of such access to the distribution system, the Cooperative will continue to serve as the exclusive electric distribution provider within its service territory;

WHEREAS, the Parties desire that such electronic exchanges fully comply with their underlying obligations as set forth in all applicable laws, regulatory authority orders, practices and standards, and subject to the Cooperative's CSP Tariff; and

WHEREAS, the Parties desire to enter into this Agreement to govern their relationship with respect to computer to computer exchange of information ("Electronic 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 Parties, intending to be legally bound hereby, agree as follows:

ARTICLE 1. PREREQUISITES

- 1.1 Electronic Transactions.** Each Trading Partner will electronically transmit to or receive from the other Trading Partner specified Electronic Transactions in accordance with this Agreement. Electronic Transactions that will be used within the confines of this Agreement shall be transmitted in accordance with the standards and in the formats approved by the Virginia Electronic Data Transfer Working Group (“VAEDT”), as the same may be amended from time to time. The VAEDT Plan and the most recent Virginia Implementation Standards and Data Dictionaries may currently be viewed at the VAEDT web site (www.vaedt.org).
- 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 provision of Electricity Supply Service in the Cooperative’s service territory.
- 1.3 Third-Party Service Providers.**
- 1.3.1 Electronic Transactions will be transmitted electronically to each Trading Partner through any third-party service provider (“Provider”) with which either Trading Partner may contract on its own behalf. Either Trading Partner may change its Provider upon sixty (60) days prior written notice to the other Trading Partner. Testing requirements, as detailed in the VAEDT Plan, must be completed at least ten (10) business days in advance of the change to a new Provider.
- 1.3.2 Each Trading Partner shall be responsible for the costs and performance of any Provider with which it contracts.
- 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 security procedures, including those specified by the VAEDT, if any, which are reasonably sufficient to ensure that all transmissions of documents are authorized and to protect its business records and data from improper access.
- 1.6 Signatures.** Where applicable 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 document transmitted by such Trading Partner (“Signature”). Each Trading Partner agrees that any Signature of such Trading Partner affixed to or contained in any transmitted document shall be sufficient to verify such Trading Partner originated such document. Neither Trading Partner shall disclose to any unauthorized person the Signature(s) of the other Trading Partner.

- 1.7 Freedom from Computer Viruses.** Trading Partner shall use reasonable efforts to ensure that Electronic Transactions are free of all disabling devices, including, but not limited to, the following: computer viruses, back door, time bomb, Trojan horse, worm, drop dead device or other computer software code or routine designed to disable, damage, impair or electronically repossess or erase programs or data files which can cause damage to a Trading Partner's computer systems and/or operations or availability.
- 1.8 Data Recovery and Retention.** Trading Partners agree to maintain adequate back-up files and retransmission capability in accordance with the provisions found in the VAEDT Plan. Electronic Transactions shall be retained for such periods as stated in the VAEDT Plan and by the Commonwealth of Virginia and federal requirements.
- 1.9 Testing.**
- 1.9.1 Electronic Data Interchange ("EDI") testing certification, as detailed in the VAEDT Plan, with added Cooperative requirements is required prior to the exchange of production transactions. The Cooperative reserves the right to add requirements as necessary.
- 1.9.2 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 electronic data interchange ("EDI") translator or implementation of a new EDI version. Additional testing shall adhere to the standard testing procedures determined by the VAEDT and the Cooperative.

ARTICLE 2. TRANSMISSIONS

- 2.1 Proper Receipt.** Documents or any Electronic Transaction shall not be deemed to have been properly received, and no document shall give rise to any obligation, until accessible to the receiving Trading Partner; verification of receipt shall be confirmed in accordance with standards specified in VAEDT Plan.
- 2.2 Verification.** Upon proper receipt of any Electronic Transaction, document or any information related to the Electronic Transaction, the receiving Trading Partner shall properly transmit a Functional Acknowledgment ("FA") in return, in the VAEDT approved format, within the time frame specified by the VAEDT. A FA shall constitute conclusive evidence that an Electronic Transaction has been received by the recipient Trading Partner.
- 2.3 Responses.** If a response ("Response Transaction") to an Electronic Transaction or document is required by the VAEDT, 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 a Response Transaction.

- 2.4 Garbled Transmissions.** If any 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 document). In the absence of such a notice, the originating Trading Partner's records of the contents of such Electronic Transaction shall control, unless the identity of the originating Trading Partner cannot be determined from the received Electronic Transaction.

ARTICLE 3. TRANSACTION TERMS

- 3.1 Cooperative's CSP Tariff.** Any Electronic Transaction made pursuant to this Agreement (and any related document or communication) shall also be subject to the Cooperative's CSP Tariff. The Parties acknowledge that the Cooperative's CSP Tariff may be or may become inconsistent or in conflict with this Agreement, but the Parties agree that any conflict or dispute that arises between the Parties in connection with any such Electronic Transaction will be resolved as if such Electronic Transaction had been effected through application of the Cooperative's CSP Tariff. Any inconsistency between the Agreement and any order of the Commission shall be resolved by giving precedence to the Commission order and then to this Agreement.
- 3.2 Confidentiality.** Electronic Transactions, documents and other communications related to Electronic Transactions under the Agreement shall maintain the same confidential or nonconfidential status (whichever is applicable) as they would have in the form of paper records.
- 3.3 Validity: Enforceability.**
- 3.3.1 This Agreement has been executed by the Parties 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, regarding the electric retail access activities of the Cooperative and Competitive Service Providers.
- 3.3.2 The Parties agree that correspondence and documents electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all requirements set forth in the Cooperative's CSP Tariff and standards as approved by the VAEDT for all purposes.
- 3.3.3 Any Electronic Transaction, document and any information related to the 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 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 Parties pursuant to this Agreement, including the use of signed Electronic Transaction or document properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the Parties in furtherance of this Agreement.

3.3.5 The Parties agree not to contest the validity or enforceability of signed Electronic Transactions or any document 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 or 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 Trading Partner shall contest the admissibility of copies of signed Electronic Transactions on the basis that the signed documents were not originated or maintained in documentary form.

ARTICLE 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 the Agreement.

4.2 Definitions. Terms introduced and subsequently capitalized will have the meanings as indicated herein. Other terms capitalized and used in this Agreement will have the meanings as set forth in the Cooperative’s CSP Tariff. Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having a masculine or feminine gender shall be deemed to include the other.

4.3 Termination. This Agreement shall become effective as of the day and year first above written and 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 Parties arising under any Electronic Transaction or otherwise under this Agreement prior to the effective date of termination. Any attempted termination in conflict with any order of the Commission shall be deemed ineffective for purposes herein.

4.4 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 the Agreement or affecting the validity or enforceability of such remaining provisions.

- 4.5 Entire Agreement.** This Agreement constitutes the complete agreement of the Trading Partners relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.
- 4.6 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. Any assignment that does not comply with the provisions of this Section 4.6 shall be null and void.
- 4.7 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.
- 4.8 Governing Law and Cooperative's CSP Tariff.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia and the Cooperative's CSP Tariff. This Agreement shall at all times be subject to any changes or modifications by the Commission as it may, from time to time, direct in the exercise of its jurisdiction.
- 4.9 Force Majeure.** No Trading Partner shall be liable for any failure to perform its obligations in connection with 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 document.
- 4.10 Exclusion of Damages.** Neither Trading Partner shall be liable to the other Trading Partner for any consequential, indirect, incidental, special, ancillary, punitive, exemplary or other damages including lost profits, lost revenues, or other monetary losses or damages in connection with this Agreement, any Electronic Transaction or any document including, but not limited to, 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 Trading Partner has been advised of the possibility of such damages.
- 4.11 Resolution of Disputes.** In the event of any controversy or claim arising out of or relating to this Agreement, or breach thereof, the Parties shall use commercially reasonable judgment to resolve the claim or dispute in accordance with the Cooperative's CSP Tariff.
- 4.12 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 to the address and persons specified in this Agreement by (i) courier delivery; (ii) Federal Express or similar overnight courier delivery; or (iii) U.S. Certified mail, return receipt requested.

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;

BARC Electric Cooperative

Name: Clyde C. Hively Jr., Assistant Manager
Address: P.O. Box 264
Millboro, Virginia 22460-0264
Phone: (800) 846-2272
Fax: (540) 997-9011
Email: @barcelectric.com

[Company Name]:

Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

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

BARC ELECTRIC COOPERATIVE:

By: _____

Name: _____

Title: _____

[COMPANY NAME]:

By: _____

Name: _____

Title: _____