



Retail Electric Supplier Electronic Data Interchange (EDI) Trading Partner Agreement

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____ (date) by and between Ameren Services Company, for and on behalf of Ameren Illinois Company, a corporation organized and existing under the laws of the State of Illinois, and _____ (company name) ("Supplier"), a _____ (state) corporation, each individually a "Trading Partner", and collectively, "Trading Partners".

WHEREAS, Trading Partners 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 legally valid and enforceable.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, hereto agree as follows:

Section 1. Prerequisites

- 1.1 Electronic Transactions. Each Trading Partner may electronically transmit to or receive from the other Trading Partner certain specified Electronic Transactions as listed in Appendix A, and as the same may be modified from time to time, which are compliant with ANSI X12 Standards. The receiving Trading Partner in receipt of an Electronic Transaction not in conformance with ANSI X12 Standards and/or the listing of Electronic Transactions set forth in Appendix A shall promptly notify the sending Trading Partner of the nonconformance. Each Trading Partner may rely on the information contained in an Electronic Transaction to the same extent as if such information had been transmitted on paper. By separate arrangement, the Parties may also conduct other electronic transactions. 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 business document.
- 1.2 Scope of the Agreement. This Agreement shall govern and apply only to Electronic Transactions transmitted by or from either Trading Partner to the other in connection with Illinois retail electric and/or gas supply choice programs, pursuant to the Ameren Illinois Company's tariffs on file pursuant to the Illinois Public Utilities Act.
- 1.3 Third Party Service Providers.
 - 1.3.1 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 to the other Trading Partner.

- 1.3.2 Each Trading Partner shall be responsible for the costs and performance of any Provider with which it contracts.
- 1.3.3 Each Trading Partner shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling documents, or performing related activities, for such Trading Partner; provided, that if both the parties 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. A Trading Partner shall not be liable or responsible for any damages, losses, claims, or injury suffered or incurred by the other Trading Partner resulting from any failure, malfunction, or inadequacy of such other Trading Partner's equipment, software, services, or testing. Each Trading Partner shall utilize due diligence in repairing, replacing or otherwise returning to good working order its equipment, software, or other system components which are necessary to effectively and reliably transmit and receive Electronic Transactions. Each Trading Partner shall notify the other as soon as practicable when it is unable to receive or transmit Electronic Transactions and when its ability to resume Electronic Transactions is restored. In the event that either Trading Partner is unable to transmit and/or receive Electronic Transactions effectively and such condition is expected to persist beyond two business days, the Trading Partners shall within two business days establish an alternative method of communicating the information which would have been contained in Electronic Transactions.
- 1.5 Security Procedures. Each Trading Partner shall properly use those security procedures that 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 Freedom from Computer Viruses. Trading Partners shall use reasonable efforts to ensure that electronic transactions are free of, but not limited to, the following: computer viruses 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. Either Trading Partner will promptly notify the other if such destructive logic is detected in Electronic Transactions that it transmits or receives.
- 1.8 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.
- 1.9 Testing.
- 1.9.1 Electronic Transactions will not be authorized by either Trading Partner until subjected to reasonable testing to ensure compliance with testing requirements as defined by Ameren Illinois Company.

- 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 EDI translator, or implementation of a new EDI version. Additional testing shall adhere to the standard testing procedures employed by Ameren Illinois Company.
- 1.10 Time Convention. All transactions, schedules, notices, requirements, and deadlines under this Agreement shall be based on Central Standard Time or Central Daylight Saving Time, whichever is the prevailing time within the State of Illinois.
- 1.11 EDI Profile. Prior to transmitting Electronic Transactions, the Trading Partner agrees to complete and return to Ameren Illinois Company an Electronic Data Interchange (EDI) Trading Partner Profile in such form as specified by Ameren Illinois Company. The EDI Profile shall contain data necessary to establish electronic communications between the Trading Partners. Each Trading Partner shall provide timely updates or revisions to the data contained in its EDI Profile whenever such data changes are consistent with the provisions of Sections 1.3 and 1.4 of this Agreement.

Section 2. Transmissions.

- 2.1 Proper Receipt. Electronic Transactions shall not be deemed to have been properly received, and no Electronic Transactions shall give rise to any obligation, until accessible to the receiving Trading Partner and verification confirmed in accordance with Article 2.3 of this Agreement. Electronic Transactions received after 5:00 P.M. Central Prevailing Time shall be considered received on the following business day. Each Trading Partner shall access and review the contents of its electronic mailbox at least once per business day for purposes of receiving Electronic Transactions and providing verification pursuant to Section 2.2 below.
- 2.2 Verification. Upon proper receipt of any Electronic Transaction, the receiving Trading Partner shall, within two business days, properly transmit a functional acknowledgment (“FA”) in return, in standard format as specified in Appendix A. An FA shall constitute conclusive evidence that an Electronic Transaction has been properly received. An FA is not an acceptance or a status report.
- 2.3 Responses. If a response to an Electronic Transaction is required, 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 Electronic Transaction, as specified in Appendix A.
- 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) 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, unless the identity of the originating Trading Partner cannot be determined from the received Electronic Transaction.

Section 3. General Transaction Terms.

- 3.1 **Terms and Conditions.** Any Electronic Transaction made pursuant to this Agreement shall also be subject to the terms and conditions included in Ameren Illinois Company's applicable tariffs that may be approved by the Illinois Commerce Commission (ICC) from time to time. The Trading Partners acknowledge that the terms and conditions set forth in Ameren Illinois Company'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 parties 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 ICC Orders shall be resolved by giving precedence to the ICC 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 parties to evidence their mutual intent to create binding transactions pursuant to the electronic transmission and receipt of Electronic Transaction information specifying certain applicable terms regarding the Illinois retail electric and/or gas supply choice program activities of Ameren Illinois Company and the Trading Partner.
- 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 Ameren Illinois Company's tariffs.
- 3.3.3 Any Electronic Transaction and any information contained in the Electronic Transaction, properly transmitted pursuant to this Agreement, shall be considered to be a "writing" or "in writing", 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 Electronic Transactions 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 Trading Partners agree not to contest the validity or enforceability of 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. Electronic Transactions, 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 Electronic Transactions on the basis that 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 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 ICC shall be deemed ineffective for purposes herein.
- 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 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. 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, except that Appendix A, Listing of Electronic Transactions, may be modified at Ameren Illinois Company's sole discretion, with such Electronic Transactions as may be added, deleted, or modified by Ameren Illinois Company having been accepted by the Trading Partner, such acceptance not to be unreasonably withheld. 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 Electronic 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 parties 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 or successor permitted by the ICC or other entity having jurisdiction 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 Illinois and Ameren Illinois Company's tariffs filed with the ICC.

- 4.8 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 Electronic Transaction.
- 4.9 Exclusion of Damages. Neither Trading Partner shall be liable for any damages except when caused by gross negligence on its part, in which case, the liability to the other Trading Partner shall be limited to the amount of direct damage actually incurred, including reasonable attorney's fees. In no event shall a Trading Partner be liable to the other Trading Partner for any indirect, special, incidental, exemplary, consequential, or punitive damages or any loss of production, revenue, or profit in connection with any act or omission in its performance of 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 Electronic Transaction pursuant to this Agreement, even if such Trading Partner has been advised of the possibility of such damages.
- 4.10 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, initially, through good faith negotiations or upon the failure of such negotiations, through Alternative Dispute Resolution proceedings, as described in the Ameren Illinois Company's Retail Electric Supplier and Retail Gas Supplier handbooks..
- 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.

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

**AMEREN SERVICES COMPANY On Behalf of
AMEREN ILLINOIS COMPANY**

Signature: _____

Name: _____

Title: _____

Date: _____

SUPPLIER

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Electronic Data Interchange (EDI) Trading Partner Agreement Appendix A

Electronic Transactions

The Supplier or the EDI Vendor for the Supplier may initiate the following Electronic Transactions:
(Note that the Supplier/EDI Vendor must also respond to EDI 814 transactions initiated by Ameren described below.)

	Illinois EDI 814 Enrollment Request	Illinois EDI 814 Drop Request	Illinois EDI 814 Historical Usage Request	Illinois EDI 814 Change Request
Version Release?	4010	4010	4010	4010
Functional Acknowledgement from Ameren? (EDI 997)	Yes	Yes	Yes	Yes
Return Response from Ameren?	Yes	Yes	Yes	Yes
Response Date?	Within 2 Business Days	Within 2 Business Days	Within 2 Business Days	Within 2 Business Days

	Illinois EDI 810 Bill Ready UCB/POR	Illinois EDI 820 Remittance for Supplier Consolidated Billing (a.k.a. Single Bill Option / "SBO")	Illinois EDI 824 Application Advice
Version Release?	4010	4010	4010
Functional Acknowledgement from Ameren? (EDI 997)	Yes	Yes	Yes
Return Response from Ameren?	No	No	No
Response Date?	N/A	N/A	N/A

	Illinois EDI 867 Monthly Usage Data (MSP Only)	Illinois EDI 650 Meter Characteristics (MSP Only)
Version Release?	4010	4010
Functional Acknowledgement from Ameren? (EDI 997)	Yes	Yes
Return Response from Ameren?	No	No
Response Date?	N/A	N/A

Ameren may initiate the following Electronic Transactions:

(Note that Ameren must also respond to EDI 814 transactions initiated by the Supplier/EDI Vendor described above.)

	Illinois EDI 814 Enrollment Request	Illinois EDI 814 Drop Request	Illinois EDI 814 Reinstatement Request	Illinois EDI 814 Change Request
Version Release?	4010	4010	4010	4010
Functional Acknowledgement from Supplier or EDI Vendor? (EDI 997)	Yes	Yes	Yes	Yes
Return Response from Supplier or EDI Vendor?	Yes	Yes	Yes	Yes
Response Date?	Within 2 Business Days	Within 2 Business Days	Within 2 Business Days	Within 2 Business Days

	Illinois EDI 867 Historical and Ongoing Monthly Usage Data	Illinois EDI 810 Invoice for Supplier Consolidated Billing (a.k.a. Single Bill Option / "SBO")	Illinois EDI 810 Rate Ready UCB/POR	Illinois EDI 820 UCB/POR Remittance
Version Release?	4010	4010	4010	4010
Functional Acknowledgement from Supplier or EDI Vendor? (EDI 997)	Yes	Yes	Yes	Yes
Return Response from Supplier or EDI Vendor?	No	No	No	No
Response Date?	N/A	N/A	N/A	N/A

	EDI 824 Application Advice
Version Release?	4010
Functional Acknowledgement from Supplier or EDI Vendor? (EDI 997)	Yes
Return Response from Supplier or EDI Vendor?	No
Response Date?	N/A