ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, ____, by and between **Northern Natural Gas Company,** a **Delaware Corporation**, with offices at **1111 S 103rd Street, Omaha NE 68124** and _____, a _____, [specify corporation or other entity type] with offices at _____ (collectively, the "parties").

RECITALS

WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged by electronically transmitting and receiving data in agreed formats; and

WHEREAS, the parties desire to assure that such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties; and

WHEREAS, the parties 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; and

WHEREAS, recognizing that this Trading Partner Agreement (TPA) is a confidential document whose revelation could jeopardize the commerce and communication that is conducted between the parties to this agreement, the parties should take at least the same amount of care to secure this TPA as would be taken with any other proprietary, internal or contractual document.

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 may electronically transmit to or receive from the other party any of the North American Energy Standards Board (“NAESB”) transaction sets (collectively "Documents"). The Trading Partner Worksheet (TPW) identifies such Documents and additional technical specifications. The TPW acts as a technical supplement to this Agreement, but is not incorporated in or considered a part of this Agreement. Any transmission of data which is not a Document, a Functional Acknowledgement, an 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. All Data Communications shall be transmitted in accordance with NAESB standards and published industry guidelines, and as set forth in the Exhibit and/or TPW. The Exhibit to this Agreement is attached hereto. Any modification of the provisions of this Agreement will also be effective in the annexed Exhibit and/or the separate TPW, as appropriate.

1.2. Third Party Service Providers

1.2.1 Data Communications will be transmitted electronically to each party as specified in the TPW, either directly or through any 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 30 days prior written notice to the other party.

Copyright © 1998-2015 North American Energy Standards Board, Inc. All Right Reserved

1.2.2 Each party shall be responsible for the costs of any Provider with whom it contracts, unless otherwise set forth in the Exhibit. Each party shall be responsible for services and performance needed to carry out its responsibilities under this Agreement.

1.2.3 Notwithstanding the acts or omissions of its Provider, for purposes of this Agreement, each party is responsible for transmitting, receiving, storing or handling Data Communications to the extent required to effectuate transactions pursuant to Section 2.

1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications to, and receive Data Communications from the parties' respective Receipt Computers.

1.4 Security Procedures

1.4.1 Each party shall use those security procedures specified in the NAESB standards and as applied through the specifications set forth in the TPW. The manner in which public encryption keys are to be changed and/or exchanged will be specified in the TPW.

1.4.2 Security Key Exchanges. The parties shall maintain a public key used to facilitate secure electronic communication. The parties shall change their public key as set forth in the TPW. 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.

1.5 Signatures. Each party shall adopt as its signature private keys which 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.

Section 2. Transmissions

2.1 Proper Receipt

2.1.1 The "Receipt Computer" shall be defined in this Agreement and in the TPW as the receiving party's Uniform Resource Locator ("URL"), which describes the protocols which are needed to access the resources and point to the appropriate Internet locations. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in this Agreement and in the TPW as the receiving party's URL provided by the receiving party's Provider.

2.1.2 Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the TPW, as evidenced by the receipt by sending party of the HTTP response initiated by receiving party. The HTTP response shall specify the date and time of receipt of a Document at the receiving Internet server (also called "time-c"). No Document shall have any effect if the HTTP response is not received by sending party, or if the HTTP response indicates an error.

Copyright © 1998-2015 North American Energy Standards Board, Inc. All Right Reserved

2.2 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 and promptly retransmit the Document or otherwise contact the receiving party.

2.3 Functional Acknowledgement and Response Document

2.3.1 For the purposes of this Agreement and the TPW, a "Functional Acknowledgment" means an ASC X12 Transaction Set 997 which confirms a Document has been received and whether all required portions of the Document are syntactically correct or not, but which does not confirm the substantive content(s) of the related Document.

2.3.2 If the Functional Acknowledgment indicates an error, neither party shall rely on the Document. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party. If the Functional Acknowledgment does not indicate any error, the Functional Acknowledgment shall constitute conclusive evidence a Document 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 Document shall control, unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.4 By mutual agreement, the parties may designate in the TPW a "Response Document" Transaction Set as a substitute for or in addition to an ASC X12 Transaction Set 997. A Response Document confirms that a Document has been received, and whether all required portions of the Document are syntactically correct, and contains data sent by the receiving party to the sending party in response to the substantive content of the related Document.

2.3.5 If the Response Document indicates an error, neither party shall rely on the Document or portion of the Document which is in error, if known. The sending party shall attempt to correct the errors and promptly retransmit the Document or applicable portion or otherwise contact the receiving party. If the Response Document does not indicate any error, the Response Document shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.6 If the parties have mutually agreed to the use of a Response Document, and 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 Response Document, the sending party's records of the contents of the Document shall control unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.7 Retransmissions. If the sending party of a Document has not received a corresponding Functional Acknowledgment or Response Document within the time frame indicated in the TPW, the sending party shall contact the receiving party and as appropriate retransmit the Document and such Document shall be considered a new transmission for purposes of Section 2.

Copyright © 1998-2015 North American Energy Standards Board, Inc. All Right Reserved

Section 3. Terms

3.1 Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to transportation or sales conducted pursuant to underlying written agreements. In the event of conflict between this Agreement and the subject underlying written agreement(s), the terms and conditions of the underlying agreement(s) shall control.

3.2 Terms and Conditions of Reports and Other Information. In the absence of any other written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to:

[A] those terms and conditions, including any terms for payment, included in the Exhibit; and

[B] such additional terms and conditions as may 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 and/or the TPW are altered by a subsequent change to a party's tariff or obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which Data Communications as outlined in the TPW are affected, and the reasons therefore, and may provide notice of termination of this Agreement as provided in Section 4.8, effective immediately upon receipt of such notice by the other party to this Agreement.

3.4. Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5 or in the Exhibit, by written agreement between the parties, or by applicable law.

3.5. Validity: Enforceability

3.5.1 This Agreement has been 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 Document 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 Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is applied, a Digital Signature ("Signed Documents") 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 Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the parties 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 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 Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Copyright © 1998-2015 North American Energy Standards Board, Inc. All Right Reserved

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 terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents 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 constitute the complete agreement of the parties relating to the matters specified in this 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. This Agreement and the TPW constitute the entire understanding between the parties regarding EDI.

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 **Nebraska,** excluding any conflict-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 or any Document, 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 such party from transmitting or receiving any Documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.

4.7 Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary, consequential or punitive damages arising from or as a result of any delay, omission or error in the TPW, or 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. Any limitation on direct damages to software and hardware arising from Data Communications under this Agreement shall be set forth in the Exhibit.

Copyright © 1998-2015 North American Energy Standards Board, Inc. All Right Reserved

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 the Exhibit to the addressee party at such party's address as set forth in the Exhibit. Either party may change its address for the purpose of notice hereunder by giving the other party no less than five (5) 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 this Agreement.

4.10 TPW Technical and Operational Updates. All technical and operating information needed to effectuate the EDI processes defined in the Agreement shall be provided for in the TPW, which may be revised from time to time by a designated technical representative of each trading partner.

4.11 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.

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

4.13 Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

DEFINED TERM	WHERE DEFINED
Agreement	Header
Data Communications	Section 1.1
Digital Signature	Section 1.5
Documents	Section 1.1
Electronic Data Interchange, EDI	Recital
Functional Acknowledgment	Section 2.3.1
parties	Header
Provider	Section 1.2.1
Receipt Computer	Section 2.1.1
Response Document	Section 2.3.4
Signed Documents	Section 3.5.2
time-c	Section 2.1.2
Uniform Resource Locator, URL	Section 2.1.1

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

Company Name: Northern Natural Gas Company Company Name: _____

By: _____ By: _____

Name: Jason Thomsen _____ Name: _____

Title: Sr Director, Customer Service Title: _____

Copyright © 1998-2015 North American Energy Standards Board, Inc. All Right Reserved

EXHIBIT

DATED _____ TO BE EFFECTIVE _____ (date)

1. Contact Information:

Company: Northern Natural Gas

Street Address: 1111 S 103rd Street

City: Omaha

State/Province/Commonwealth: NE

Zip/Postal Code: 68124

Attention [Name, Title]: Brandon Hajek

Telephone:402-218-0527

Fax:402-548-5281

Email Address: brandon.hajek@nngco.com

Legal Entity Common Code (D-U-N-S®(Number): 784158214

(A registered trademark of Dun & Bradstreet Corporation)

Company:

Street Address:

City:

State/Province/Commonwealth:

Zip/Postal Code:

Attention [Name, Title]:

Telephone: Fax:

Email Address:

Legal Entity Common Code (D-U-N-S®(Number):

(A registered trademark of Dun & Bradstreet Corporation)

2. Terms and Conditions: (If no special terms and conditions have been agreed upon, enter "None.")
TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
3. Limitation on Direct Damages: (If no limitation has been agreed upon, enter "None.")In the event that either party shall be liable to the other with respect to any and all causes arising out of this agreement relating to the third party services, including the Internet, provider EDI, whether based on claims of negligence, breach of contract or warranty, failure of a remedy to accomplish its essential purpose, or otherwise, the amount of damages recoverable against the liable party for all events, acts or omissions shall not exceed in the aggregate $10,000. The foregoing language shall not limit any rights and remedies of either party pursuant to their transportation agreements and/or tariff of Northern Natural Gas Company.
4. Confidential Information: (See Section 3.4. If no limitation has been agreed upon, enter "None.")
None

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

Company Name: Northern Natural Gas Company Company Name: _____

By: _____ By: _____

Printed Name: Jason Thomsen _____ Printed Name: _____

Title: Sr Director, Customer Service Title: _____

Copyright © 1998-2015 North American Energy Standards Board, Inc. All Right Reserved