

GENERAL TERMS AND CONDITIONS

3. Northern and Shipper may enter into transactions and create binding obligations by means of electronic execution of documents under these procedures. These documents include, but are not limited to, service agreements, amendments to service agreements, capacity release transactions, operational balancing agreements, and any other agreements or forms that Northern shall make available on its Internet website (Documents). Execution of these documents under the terms mutually agreed for electronic means shall be considered in connection with any transaction, to be a "writing" or "in writing" and any such Document shall be deemed for all purposes (a) to have been "signed" (Signed Documents) and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. All parties agree not to contest the validity or enforceability of such electronic signatures under the provision of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, provided that the signature has been made in accordance with the terms of this Tariff. Further, Signed Documents, 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 paper documentary forms.
4. Any document generated by the parties with respect to this Tariff or any agreement may be imaged and stored electronically ("Image Documents"). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest the admissibility of Imaged Documents as evidence in any proceeding.