



Northwest Pipeline LLC
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July 30, 2021

Federal Energy Regulatory Commission
888 First Street, NE
Washington, D.C. 20426

Attention: Kimberly D. Bose, Secretary

Re: Northwest Pipeline LLC
Northwest Passage Service Filing
Docket No. RP21-_____

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's ("Commission") regulations thereunder, Northwest Pipeline LLC ("Northwest") hereby tenders for filing and acceptance the following tariff records as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 ("Tariff"):

Version	Description	Title
10.0.0	Tenth Revised Sheet No. 200	General Terms and Conditions – Index
5.0.0	Fifth Revised Sheet No. 202-B	General Terms and Conditions – Definitions
3.0.0	Third Revised Sheet No. 202-C	General Terms and Conditions – Definitions
6.0.0	Sixth Revised Sheet No. 202-E	General Terms and Conditions – Definitions
0.0.0	Original Sheet No. 280-A	General Terms and Conditions – Reserved for Future Use
6.0.0	Sixth Revised Sheet No. 281	General Terms and Conditions – Service Request Procedures
6.0.0	Sixth Revised Sheet No. 282	General Terms and Conditions – Service Request Procedures
2.0.0	Second Revised Sheet No. 283	General Terms and Conditions – Service Request Procedures
3.0.0	Third Revised Sheet No. 284	General Terms and Conditions – Service Request Procedures

Version	Description	Title
2.0.0	Second Revised Sheet No. 285	General Terms and Conditions – Service Request Procedures
3.0.0	Third Revised Sheet No. 286	General Terms and Conditions – Service Request Procedures

The tariff records are proposed to be effective on August 30, 2021.

Statement of Nature, Reasons, and Basis

Northwest Passage is Northwest’s internet service delivery system that provides information and services to Northwest customers, consistent with the Commission’s regulations and the North American Energy Standards Board standards. Access to Northwest Passage is currently available on a non-discriminatory basis to any party that has submitted a Business Associate Information form and has electronically accepted the separate Northwest Passage Access Agreement. Among other things, Northwest Passage enables customers to nominate or schedule transactions, exercise contractual rights specified in the Tariff, and execute service agreements electronically.

Currently, access to the confidential Northwest Passage site is initiated by the customer submitting the online Business Associate Information form. The Business Associate Information form lists the users that require access to Northwest Passage. Upon receiving the Business Associate Information form, a member of Northwest’s Commercial Services department emails a copy of the Northwest Passage Access Agreement to the customer and assigns userIDs. Upon each representative’s initial login to Northwest Passage, he or she accepts the terms of the separate Northwest Passage Access Agreement.

By this filing, Northwest proposes to eliminate the need for Northwest’s customers to accept (and for Northwest to track) separate Northwest Passage Access Agreements. Specifically, Northwest proposes to modify Section 28 of the General Terms and Conditions of the Tariff (“GT&C”)¹, to include all operative terms and conditions necessary to access and use the Northwest Passage system. By logging in to the Northwest Passage system, each user will simply agree to comply with Section 28 and the other applicable terms and conditions of the Tariff.

In revised Sections 28.3 and 28.4 of the GT&C, the customer’s security coordinator will assign a “userID” to each “Authorized Person” seeking access to Northwest Passage on behalf of the customer. The Authorized Person is prompted upon login to acknowledge and accept the terms of the Tariff.

Revised Section 28.4 provides:

Each Authorized Person, by logging in to Northwest Passage with his or her userID, agrees to the provisions of Section 28 of

¹ The Commission has approved similar language for Transcontinental Gas Pipeline Company, LLC in Docket No. RP15-1122.

[Northwest's] FERC Gas Tariff and any other applicable provisions of [Northwest's] FERC Gas Tariff, as amended or superseded from time to time. (Emphasis added.)

Because proposed Section 28 includes all operative terms and conditions necessary to access and use the Northwest Passage system, it will no longer be necessary for Northwest's customers to accept (or for Northwest to track) separate Northwest Passage Access Agreements.²

Proposed Effective Date

Northwest requests that the proposed tariff records submitted herein be made effective August 30, 2021. In the event the Commission elects to accept and suspend the revised tariff records, in accordance with the provision of Section 154.7(a)(9) of the Commission's regulations, Northwest reserved the right to file a later motion to place such tariff records into effect. Northwest requests that the Commission grant any waivers it may deem necessary for the acceptance of this filing.

Materials Submitted Herewith

Pursuant to Section 154.7(a)(1) of the Commission's regulations, the following material is submitted herewith:

An eTariff XML filing package, filed as a zip (compressed) file, containing:

- (1) The tariff records in RTF format with metadata attached;
- (2) A transmittal letter in PDF format;
- (3) A clean version of the tariff records in PDF format for publishing in eLibrary;
- (4) A marked version of the tariff records in accordance with Section 154.201(a) of the regulations; and
- (5) A copy of the completed filing in PDF format for publishing in eLibrary.

Posting and Certification of Service

Pursuant to Section 154.2(d) of the Commission's regulations, copies of this filing are available for public inspection, during regular business hours, in a convenient form and place at Northwest's main office located at 2800 Post Oak Boulevard in Houston, Texas. In addition, Northwest is serving copies of the instant filing on its affected customers, interested State Commissions and other interested parties.

² Users will be reminded of their agreement to the terms and conditions of the revised Section 28 each time they change their password.

Ms. Kimberly D. Bose

July 30, 2021

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Any communications regarding this filing should be sent to the undersigned with a copy to:

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The undersigned certifies that the contents of this filing are true and correct to the best of her knowledge and belief and she possesses full power and authority to sign this filing.

Respectfully submitted,

NORTHWEST PIPELINE LLC



Bela Patel
Manager, Rates & Regulatory

Enclosures

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITIONS (Continued)

Maximum Base Tariff Rate: The rate, excluding all applicable surcharges, designated on Sheet Nos. 5, 6, 7 or 8.1 of this Tariff.

Maximum Daily Delivery Obligation ("MDDO"): The maximum quantity of gas Transporter is obligated to deliver to a Shipper at a specific delivery point designated on an executed firm Service Agreement.

Maximum Daily Quantity ("MDQ"): For purposes of Rate Schedules TI-1 and TIL-1, the maximum daily quantity of gas, expressed in dekatherms, to be delivered by Transporter to Shipper after transportation, at the Delivery Point(s), after fuel use reimbursement provided in-kind in accordance with the terms of Section 14 of the General Terms and Conditions. For purposes of Rate Schedules TF-1, TF-2, TFL-1, the maximum daily quantity of gas, expressed in dekatherms, to be received by Transporter at the primary receipt point(s) specified on a Shipper's Service Agreement which will be grossed up by fuel use reimbursement provided in-kind in accordance with the terms of Section 14 of the General Terms and Conditions.

Month: A calendar month; provided, however, that Month shall mean Transporter's normal business month for purposes of metering at the wellhead.

Mountain Clock Time: Mountain Standard Time or Daylight Savings Time in Salt Lake City, Utah, whichever is currently effective.

NAESB Standards: The business practices and electronic communication practices promulgated by the Wholesale Gas Quadrant ("WGQ") of the North American Energy Standards Board ("NAESB"), as codified in Section 284.12(a) of the Commission's regulations.

Negotiated Rate: A rate or formula for computing a rate for Part 284 service which may be greater than, equal to or less than the Recourse Rate, but which may not be less than the minimum base rate as set forth on Sheet No. 5, 6, 7 or 8.1. A Negotiated Rate must be mutually agreed upon by Transporter and Shipper and may be based on a rate design other than straight fixed-variable.

Nomination: A line item pertaining to the transportation or storage of gas under an executed Service Agreement which contains all NAESB issued and FERC approved standard data elements.

Nominating Party: The person or party designated by Shipper to communicate Shipper's nominations to Transporter.

Northwest Passage: Transporter's interactive proprietary software used to conduct electronic data transactions. Northwest Passage is accessible on Transporter's Designated Site pursuant to a completed Business Associate Information form by Service Requester.

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITIONS (Continued)

Operational Balancing Agreement ("OBA"): "An OBA is a contract between two parties which specified the procedures to manage operating variances at an interconnect." NAESB WGQ Standard 2.2.1.

Operational Flow Order ("OFO"): "An operational flow order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transportation Service Provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order." NAESB WGQ Standard 1.2.6.

Operational Impact Area: "Operational Impact Area is the term used to describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect." NAESB WGQ Standard 2.2.2. Transporter designates its entire system, except the laterals under Rate Schedules TFL-1 and TIL-1, as one Operational Impact Area for purposes of netting and trading Shipper Imbalances and Receiving Party Imbalances. Each lateral under Rate Schedules TFL-1 and TIL-1 is designated as an Operational Impact Area for purposes of netting and trading Shipper Imbalances and Receiving Party Imbalances.

Point of Unbundling: With respect to sales provided pursuant to Section 32, Point of Unbundling means the Clay Basin and/or Jackson Prairie storage facility receipt point(s) into Transporter's system.

Pooling Party: Any party utilizing the pooling services outlined in Section 14.19 of the General Terms and Conditions of this tariff.

Primary Firm Service Rights: the quantity of Primary Firm Service Rights pursuant to a Firm Transportation Service Agreement at Receipt and Delivery Points is the greater of the quantity designated respectively as "MDQs" and "MDDOs" in such Firm Service Agreement or the Scheduled Quantity at any receipt or delivery point for the Day on such Agreement (excluding Scheduled Overrun). The quantity of Primary Firm Service Rights at any given point on the mainline or on a lateral is the greater of:

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- c) For both a) and b) above, Related Income Taxes include a gross-up calculation to cover the income tax that Transporter must pay on the Related Income Taxes that are collected from the Shipper.

Renewable Natural Gas ("RNG"): Renewable Natural Gas, also known as biomethane, refers to the portion of biogas that has been purified. Sources may include landfill gas, dairies or feedlots, publicly owned treatment works, sewage treatment plants, and wastewater plants. RNG must conform to the gas quality specifications and testing/monitoring requirements in Section 3 of the GT&C and be free from bacteria, pathogens, and any other substances injurious to pipeline facilities or that would cause the gas to be unmarketable.

Scheduled Quantity: The quantity of gas Transporter has scheduled to transport from specific receipt point(s) to specific delivery point(s), Transportation Service Agreements or zones for a defined period pursuant to an executed Service Agreement; the quantity of gas Transporter has scheduled for aggregation/dis-aggregation from a Pool.

Secondary Firm Service Rights: For purposes of Section 12.1, the quantity of Secondary Firm Service Rights pursuant to a Firm Transportation Service Agreement at any Receipt and/or Delivery Point, on the mainline or on a lateral is equal to the Contract Demand on a Firm Service Agreement (as adjusted for any released capacity pursuant to Section 22) less the quantity at such point that is designated as Primary Firm Service Rights, as defined in Section 1.42.

- a) Secondary Firm Service Rights include rights designated as subordinate in any Firm Service Agreement with non-conforming provisions that have been approved by the Commission.
- b) Secondary Firm Service Rights include rights delineated in Rate Schedule TF-2, Section 11.

Service Requester: A Shipper or any other party that executes with Transporter a Business Associate Information form and/or a Trading Partner Agreement.

Shipper: A party that executes a Service Agreement with Transporter under one of the Rate Schedules contained in this tariff.

Shipper Imbalance: A Shipper Imbalance will result when there is a difference between a Shipper's scheduled net receipts and deliveries due to an upstream and/or downstream confirmation.

GENERAL TERMS AND CONDITIONS
(Continued)
RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES

28.1 Availability. Transporter maintains a Designated Site to provide the information or services required by applicable Commission orders or described in Transporter's FERC Gas Tariff. Transporter's Designated Site is comprised of two internet websites: a non-secure (public) informational postings site and a secure (non-public) customer activities site (Northwest Passage). Information of a general nature is included in the public informational postings site. Confidential customer and interconnect data are accessible only through the non-public customer activities site. Northwest Passage is accessible on Transporter's Designated Site.

Northwest Passage shall be available twenty-four (24) hours per day, subject to maintenance and reasonable downtime. Northwest Passage shall be available on a nondiscriminatory basis to any entity provided that such entity submits a complete request in accordance with Transporter's procedures set forth in 28.2 below. Transporter reserves the right, at its sole discretion, to provide enhancements to Northwest Passage or to discontinue information or services not required by Commission order or otherwise described in Transporter's FERC Gas Tariff.

28.2 Access to Northwest Passage. To gain access to Northwest Passage, a Service Requester must complete and submit a Business Associate Information form to Transporter. The Business Associate Information form is available in the Agreements/Forms area of Transporter's Designated Site.

On the Business Associate Information form, the Service Requester must designate one person as its security coordinator. Upon receipt of the completed Business Associate Information form, Transporter will create a unique Service Requester ID for the Service Requester and assign a userID and temporary password to the Service Requester's security coordinator. The temporary password will be provided electronically to the designated security coordinator and will expire upon the security coordinator's initial login to Northwest Passage, at which time the security coordinator will designate his or her own password. By logging in to Northwest Passage with the temporary password, the Service Requester and its security coordinator agree to the provisions of this Section 28 and any other applicable provisions of Transporter's FERC Gas Tariff, as amended or superseded from time to time.

Service Requester agrees to immediately notify Transporter upon any material change to the information provided on the Business Associate Information form, and to provide Transporter any documentation required to verify such material change (e.g., documentation verifying a legal name change, etc.).

GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES (Continued)

28.3 Role and Responsibilities of the Service Requester's security coordinator. The security coordinator will perform certain administrative functions in Northwest Passage on behalf of the Service Requester, including (1) identifying user(s) who are duly authorized to access the Service Requester's account and/or transact business on Service Requester's behalf on Northwest Passage ("Authorized Person(s)"), (2) setting up userIDs on Northwest Passage for use by Authorized Person(s), (3) maintaining account information for Authorized Person(s), (4) promptly suspending userID(s) when an Authorized Person is no longer an employee of the Service Requester or is no longer authorized to transact business for that Service Requester, (5) managing or modifying security rights for Authorized Person(s), and (6) ensuring that Transporter's userID and password rules, as detailed in this Section 28, are followed. Transporter shall be entitled to rely upon the security coordinator's performance of these administrative functions in designating Authorized Person(s), including that Authorized Person(s) may (1) transmit information to Transporter via Northwest Passage and/or (2) view the Service Requester's information posted on Northwest Passage in accordance with the security rights granted by the security coordinator.

Either a security coordinator or Authorized Person may instruct Transporter in writing or via email to modify its security coordinator designation. Such instruction shall supersede in its entirety any previously submitted security coordinator designation for that Service Requester. The Service Requester shall be solely responsible for any unauthorized actions due to failure to notify Transporter to modify its security coordinator designation.

28.4 Authorized Person(s). Transporter will provide each Authorized Person with a unique userID and a verification code that will be required to create a password upon first login. Each Authorized Person who wishes to gain access to Northwest Passage must complete and submit a Logon ID Request form. The Logon ID Request form is available in the Agreements/Forms area of Transporter's Designated Site. Alternatively, the security coordinator for Service Requester may submit a unique userID request in Northwest Passage. Each Authorized Person, by logging in to Northwest Passage with his or her userID, agrees to the provisions of Section 28 of Transporter's FERC Gas Tariff and any other applicable provisions of Transporter's FERC Gas Tariff, as amended or superseded from time to time.

GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES (Continued)

28.5 Agent(s). Transporter agrees that it will recognize the appointment of an Agent by Service Requester to access and perform functions in Northwest Passage on Service Requester's behalf. However, Transporter shall only recognize such appointment after Service Requester and the Agent have completed and provided to Transporter an Agency Delegation form as made available on Transporter's Designated Site and Agent, who must also comply with Sections 28.2, 28.3, and 28.4 with respect to its own security coordinator and Authorized Person(s), has completed and provided to Transporter its Business Associate Information form specifying its security coordinator. Thereafter, the Agent will be considered an appointed agent of Service Requester and will be treated as acting on behalf of Service Requester as described herein. Service Requester may cancel the appointment of an Agent by following the procedures specified on the Agency Delegation form and/or name a successor Agent by providing an updated Agency Delegation form. Service Requester represents and acknowledges that any Agent recognized by Transporter has legal authority to act on behalf of Service Requester in performing any functions for which the Agent is authorized, as identified on the Agency Delegation form, and that Transporter is fully entitled to rely upon, and is fully protected in relying upon and acting in accordance with, such representation and acknowledgment.

28.6 Requests for Service. All requests for Service Agreements and amendments to existing Service Agreements shall be made to Transporter electronically in Northwest Passage. Each request shall be considered effective on the date the information required in Northwest Passage is entered in Northwest Passage.

28.7 Trading Partner Agreement. To conduct transactions using EDI communications, a party must execute a Trading Partner Agreement. A standard NAESB WGQ EDI Trading Partner Agreement will be available in the Agreements/Forms area of Transporter's Designated Site or may be obtained from Transporter's commercial services department.

28.8 Requests for Amendments. Amendments to receipt or delivery points or associated volumes under Rate Schedules TF-1 and TFL-1 or amendments to delivery points under Rate Schedule TF-2 shall be considered requests for amended service under Section 28.6 and shall be documented in accordance with the procedures set forth in such rate schedules.

GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES (Continued)

28.9 Compliance with 18 CFR Section 284.102. If service is requested pursuant to Section 284.102 of the Commission's regulations "on behalf of" a local distribution company or an intrastate pipeline, Shipper must provide an original letter signed by an official of such "on behalf of" party on its letterhead. This letter must warrant that such "on behalf of" party is either an intrastate pipeline as defined by Section 2(16) of the Natural Gas Policy Act of 1978 or a local distribution company as defined by Section 2(17) of the Natural Gas Policy Act of 1978. It must also state that such "on behalf of" party has authorized the Shipper to enter into the requested Service Agreement in order to have Section 311(a) transportation service rendered on behalf of such "on behalf of" party by Transporter and that (1) the intrastate pipeline or local distribution company will have physical custody of and transport the Natural Gas at some point; or (2) the intrastate pipeline or local distribution company will hold title to the Natural Gas at some point, which may occur prior to, during, or after the time that the Natural Gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or (3) the Natural Gas will be delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of Natural Gas from an intrastate pipeline, and that the local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.

GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES (continued)

28.10 Establishment of Credit. Before Service Requester may transact business electronically on the Designated Site, Service Requester must establish a credit limit satisfactory to Transporter pursuant to Section 5.10 of the General Terms and Conditions. A credit application form is available in the Agreements/Forms area of Transporter's Designated Site.

28.11 Security. Transporter reserves the right to terminate any userID that has been inactive for more than ninety (90) calendar days. Transporter further reserves the right to deactivate userIDs if the Service Requester or its security coordinator, Authorized Person(s), or Agent(s) breaches any provision in this Section 28. Such deactivation shall only be implemented following ten (10) days' prior notice by Transporter to Service Requester of such intended action and the reason therefore to provide Service Requester a reasonable time to correct its conduct; however, if the conduct results in a serious breach which may immediately jeopardize the security, confidentiality, or viable operation of Northwest Passage, Transporter may immediately deactivate userIDs.

28.12 Confidentiality. Service Requester will keep, and will cause its security coordinator, Authorized Person(s), and Agent(s) to keep, all userIDs and passwords confidential and not disclose the same, either separately or combined. Service Requester agrees that only its security coordinator, Authorized Person(s), and Agent(s) will be given unique userIDs and passwords for that Service Requester, and that only its security coordinator, Authorized Person(s), and Agent(s) will access Northwest Passage on Service Requester's behalf. Likewise, Transporter will keep, and will cause its authorized employees to keep, Service Requester's userIDs and temporary passwords confidential and will not disclose the same, either separately or combined, to any person or entity without authority to access Northwest Passage on Transporter's behalf. Service Requester will immediately notify Transporter if it becomes aware that a security breach has or may have occurred. Any use of Northwest Passage by any person using the userIDs and/or passwords of Service Requester's security coordinator, Authorized Person(s), or Agent(s) shall be deemed to be Service Requester's use and Service Requester accepts full responsibility and liability for such use, whether authorized or unauthorized by Service Requester, except to the extent such use has resulted from the negligence or willful misconduct of Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES (Continued)

28.13 Indemnification. Except to the extent resulting from the negligence or willful misconduct of Transporter, Service Requester agrees to defend, indemnify and hold harmless Transporter and its officers, directors, employees, agents and representatives from and against all claims, demands, damages, losses, costs and expenses (including court costs and reasonable attorneys' fees) of Transporter, Service Requester, and others arising out of any: (i) failure to keep confidential the userIDs and passwords of Service Requester's security coordinator, Authorized Person(s), or Agent(s); (ii) use of such userIDs or passwords; (iii) use of Service Requester's Northwest Passage account; (iv) failure by Service Requester's security coordinator, Authorized Person(s), or Agent(s) to perform any affirmative duty required by use of the interactive function of Northwest Passage; and/or (v) breach of this Section 28 by Service Requester or its security coordinator, Authorized Person(s), or Agent(s).

28.14 Limitation of Liability. The following limitation of liability is in addition to that in Section 7.3 of the General Terms and Conditions. Except to the extent of Transporter's negligence or willful misconduct, Transporter may rely, without liability upon the actions or inactions of persons utilizing the userIDs or passwords of Service Requester's security coordinator, Authorized Person(s), or Agent(s). Transporter shall not be responsible for any omission or failure of any function accessed through Northwest Passage if such omission or failure is caused by or related to any errors in transmission of data to or from Transporter's computer systems, power failures, failure of any computer systems or backup systems, or any other event beyond the reasonable control of Transporter. If Service Requester requests and receives assistance from Transporter's representatives, such assistance will be at the Service Requester's sole risk and Transporter will not have any responsibility or liability arising therefrom, except to the extent of Transporter's negligence or willful misconduct. Except to the extent of Transporter's negligence or willful misconduct, Transporter will not be responsible for any faulty retrieval of information, inability to retrieve information, or loss of information from Northwest Passage.

28.15 Procedures. Transporter and Service Requester and Service Requester's security coordinator, Authorized Person(s), and Agent(s), if applicable, agree to follow all procedures regarding Northwest Passage as such procedures may be established and announced by Transporter from time to time.

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITIONS (Continued)

~~Northwest Passage Access Agreement: An agreement entered into by Transporter and requesting party which governs authorization and access to Northwest Passage.~~

Operational Balancing Agreement ("OBA"): "An OBA is a contract between two parties which specified the procedures to manage operating variances at an interconnect." NAESB WGQ Standard 2.2.1.

Operational Flow Order ("OFO"): "An operational flow order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transportation Service Provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order." NAESB WGQ Standard 1.2.6.

Operational Impact Area: "Operational Impact Area is the term used to describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect." NAESB WGQ Standard 2.2.2. Transporter designates its entire system, except the laterals under Rate Schedules TFL-1 and TIL-1, as one Operational Impact Area for purposes of netting and trading Shipper Imbalances and Receiving Party Imbalances. Each lateral under Rate Schedules TFL-1 and TIL-1 is designated as an Operational Impact Area for purposes of netting and trading Shipper Imbalances and Receiving Party Imbalances.

Point of Unbundling: With respect to sales provided pursuant to Section 32, Point of Unbundling means the Clay Basin and/or Jackson Prairie storage facility receipt point(s) into Transporter's system.

Pooling Party: Any party utilizing the pooling services outlined in Section 14.19 of the General Terms and Conditions of this tariff.

Primary Firm Service Rights: the quantity of Primary Firm Service Rights pursuant to a Firm Transportation Service Agreement at Receipt and Delivery Points is the greater of the quantity designated respectively as "MDQs" and "MDDOs" in such Firm Service Agreement or the Scheduled Quantity at any receipt or delivery point for the Day on such Agreement (excluding Scheduled Overrun). The quantity of Primary Firm Service Rights at any given point on the mainline or on a lateral is the greater of:

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- c) For both a) and b) above, Related Income Taxes include a gross-up calculation to cover the income tax that Transporter must pay on the Related Income Taxes that are collected from the Shipper.

Renewable Natural Gas ("RNG"): Renewable Natural Gas, also known as biomethane, refers to the portion of biogas that has been purified. Sources may include landfill gas, dairies or feedlots, publicly owned treatment works, sewage treatment plants, and wastewater plants. RNG must conform to the gas quality specifications and testing/monitoring requirements in Section 3 of the GT&C and be free from bacteria, pathogens, and any other substances injurious to pipeline facilities or that would cause the gas to be unmarketable.

Scheduled Quantity: The quantity of gas Transporter has scheduled to transport from specific receipt point(s) to specific delivery point(s), Transportation Service Agreements or zones for a defined period pursuant to an executed Service Agreement; the quantity of gas Transporter has scheduled for aggregation/dis-aggregation from a Pool.

Secondary Firm Service Rights: For purposes of Section 12.1, the quantity of Secondary Firm Service Rights pursuant to a Firm Transportation Service Agreement at any Receipt and/or Delivery Point, on the mainline or on a lateral is equal to the Contract Demand on a Firm Service Agreement (as adjusted for any released capacity pursuant to Section 22) less the quantity at such point that is designated as Primary Firm Service Rights, as defined in Section 1.42.

- a) Secondary Firm Service Rights include rights designated as subordinate in any Firm Service Agreement with non-conforming provisions that have been approved by the Commission.
- b) Secondary Firm Service Rights include rights delineated in Rate Schedule TF-2, Section 11.

Service Requester: A Shipper or any other party that executes with Transporter a ~~Northwest Passage Access Agreement~~Business Associate Information form and/or a Trading Partner Agreement.

Shipper: A party that executes a Service Agreement with Transporter under one of the Rate Schedules contained in this tariff.

Shipper Imbalance: A Shipper Imbalance will result when there is a difference between a Shipper's scheduled net receipts and deliveries due to an upstream and/or downstream confirmation.

GENERAL TERMS AND CONDITIONS
(Continued)
RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS

(Continued)

RESERVED FOR FUTURE USE

28. SERVICE REQUEST PROCEDURES

28.1 Availability. Transporter maintains a Designated Site to provide the information or services required by applicable Commission orders or described in Transporter's FERC Gas Tariff. Transporter's Designated Site is comprised of two internet websites: a non-secure (public) informational postings site and a secure (non-public) customer activities site (Northwest Passage). Information of a general nature is included in the public informational postings site. Confidential customer and interconnect data are accessible only through the non-public customer activities site. Northwest Passage is accessible on Transporter's Designated Site.

Northwest Passage shall be available twenty-four (24) hours per day, subject to maintenance and reasonable downtime. Northwest Passage shall be available on a nondiscriminatory basis to any entity provided that such entity submits a complete request in accordance with Transporter's procedures set forth in 28.2 below. Transporter reserves the right, at its sole discretion, to provide enhancements to Northwest Passage or to discontinue information or services not required by Commission order or otherwise described in Transporter's FERC Gas Tariff.

28.2 Access to Northwest Passage. To gain access to Northwest Passage, a Service Requester must complete and submit a Business Associate Information form to Transporter. The Business Associate Information form is available in the Agreements/Forms area of Transporter's Designated Site.

On the Business Associate Information form, the Service Requester must designate one person as its security coordinator. Upon receipt of the completed Business Associate Information form, Transporter will create a unique Service Requester ID for the Service Requester and assign a userID and temporary password to the Service Requester's security coordinator. The temporary password will be provided electronically to the designated security coordinator and will expire upon the security coordinator's initial login to Northwest Passage, at which time the security coordinator will designate his or her own password. By logging in to Northwest Passage with the temporary password, the Service Requester and its security coordinator agree to the provisions of this Section 28 and any other applicable provisions of Transporter's FERC Gas Tariff, as amended or superseded from time to time.

Service Requester agrees to immediately notify Transporter upon any material change to the information provided on the Business Associate Information form, and to provide Transporter any documentation required to verify such material change (e.g., documentation verifying a legal name change, etc.).

~~RESERVED FOR FUTURE USE~~ GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES (Continued)

28.3 Role and Responsibilities of the Service Requester's security coordinator. The security coordinator will perform certain administrative functions in Northwest Passage on behalf of the Service Requester, including (1) identifying user(s) who are duly authorized to access the Service Requester's account and/or transact business on Service Requester's behalf on Northwest Passage ("Authorized Person(s)"), (2) setting up userIDs on Northwest Passage for use by Authorized Person(s), (3) maintaining account information for Authorized Person(s), (4) promptly suspending userID(s) when an Authorized Person is no longer an employee of the Service Requester or is no longer authorized to transact business for that Service Requester, (5) managing or modifying security rights for Authorized Person(s), and (6) ensuring that Transporter's userID and password rules, as detailed in this Section 28, are followed. Transporter shall be entitled to rely upon the security coordinator's performance of these administrative functions in designating Authorized Person(s), including that Authorized Person(s) may (1) transmit information to Transporter via Northwest Passage and/or (2) view the Service Requester's information posted on Northwest Passage in accordance with the security rights granted by the security coordinator.

Either a security coordinator or Authorized Person may instruct Transporter in writing or via email to modify its security coordinator designation. Such instruction shall supersede in its entirety any previously submitted security coordinator designation for that Service Requester. The Service Requester shall be solely responsible for any unauthorized actions due to failure to notify Transporter to modify its security coordinator designation.

28.4 Authorized Person(s). Transporter will provide each Authorized Person with a unique userID and a verification code that will be required to create a password upon first login. Each Authorized Person who wishes to gain access to Northwest Passage must complete and submit a Logon ID Request form. The Logon ID Request form is available in the Agreements/Forms area of Transporter's Designated Site. Alternatively, the security coordinator for Service Requester may submit a unique userID request in Northwest Passage. Each Authorized Person, by logging in to Northwest Passage with his or her userID, agrees to the provisions of Section 28 of Transporter's FERC Gas Tariff and any other applicable provisions of Transporter's FERC Gas Tariff, as amended or superseded from time to time.

~~RESERVED FOR FUTURE USE~~ GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES (Continued)

28.5 Agent(s). Transporter agrees that it will recognize the appointment of an Agent by Service Requester to access and perform functions in Northwest Passage on Service Requester's behalf. However, Transporter shall only recognize such appointment after Service Requester and the Agent have completed and provided to Transporter an Agency Delegation form as made available on Transporter's Designated Site and Agent, who must also comply with Sections 28.2, 28.3, and 28.4 with respect to its own security coordinator and Authorized Person(s), has completed and provided to Transporter its Business Associate Information form specifying its security coordinator. Thereafter, the Agent will be considered an appointed agent of Service Requester and will be treated as acting on behalf of Service Requester as described herein. Service Requester may cancel the appointment of an Agent by following the procedures specified on the Agency Delegation form and/or name a successor Agent by providing an updated Agency Delegation form. Service Requester represents and acknowledges that any Agent recognized by Transporter has legal authority to act on behalf of Service Requester in performing any functions for which the Agent is authorized, as identified on the Agency Delegation form, and that Transporter is fully entitled to rely upon, and is fully protected in relying upon and acting in accordance with, such representation and acknowledgment.

28.6 Requests for Service. All requests for Service Agreements and amendments to existing Service Agreements shall be made to Transporter electronically in Northwest Passage. Each request shall be considered effective on the date the information required in Northwest Passage is entered in Northwest Passage.

28.7 Trading Partner Agreement. To conduct transactions using EDI communications, a party must execute a Trading Partner Agreement. A standard NAESB WGQ EDI Trading Partner Agreement will be available in the Agreements/Forms area of Transporter's Designated Site or may be obtained from Transporter's commercial services department.

28.8 Requests for Amendments. Amendments to receipt or delivery points or associated volumes under Rate Schedules TF-1 and TFL-1 or amendments to delivery points under Rate Schedule TF-2 shall be considered requests for amended service under Section 28.6 and shall be documented in accordance with the procedures set forth in such rate schedules.

~~RESERVED FOR FUTURE USE~~ GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES (Continued)

28.9 Compliance with 18 CFR Section 284.102. If service is requested pursuant to Section 284.102 of the Commission's regulations "on behalf of" a local distribution company or an intrastate pipeline, Shipper must provide an original letter signed by an official of such "on behalf of" party on its letterhead. This letter must warrant that such "on behalf of" party is either an intrastate pipeline as defined by Section 2(16) of the Natural Gas Policy Act of 1978 or a local distribution company as defined by Section 2(17) of the Natural Gas Policy Act of 1978. It must also state that such "on behalf of" party has authorized the Shipper to enter into the requested Service Agreement in order to have Section 311(a) transportation service rendered on behalf of such "on behalf of" party by Transporter and that (1) the intrastate pipeline or local distribution company will have physical custody of and transport the Natural Gas at some point; or (2) the intrastate pipeline or local distribution company will hold title to the Natural Gas at some point, which may occur prior to, during, or after the time that the Natural Gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or (3) the Natural Gas will be delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of Natural Gas from an intrastate pipeline, and that the local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.

GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES (continued)

28.10 Establishment of Credit. Before Service Requester may transact business electronically on the Designated Site, Service Requester must establish a credit limit satisfactory to Transporter pursuant to Section 5.10 of the General Terms and Conditions. A credit application form is available in the Agreements/Forms area of Transporter's Designated Site.

28.11 Security. Transporter reserves the right to terminate any userID that has been inactive for more than ninety (90) calendar days. Transporter further reserves the right to deactivate userIDs if the Service Requester or its security coordinator, Authorized Person(s), or Agent(s) breaches any provision in this Section 28. Such deactivation shall only be implemented following ten (10) days' prior notice by Transporter to Service Requester of such intended action and the reason therefore to provide Service Requester a reasonable time to correct its conduct; however, if the conduct results in a serious breach which may immediately jeopardize the security, confidentiality, or viable operation of Northwest Passage, Transporter may immediately deactivate userIDs.

28.12 Confidentiality. Service Requester will keep, and will cause its security coordinator, Authorized Person(s), and Agent(s) to keep, all userIDs and passwords confidential and not disclose the same, either separately or combined. Service Requester agrees that only its security coordinator, Authorized Person(s), and Agent(s) will be given unique userIDs and passwords for that Service Requester, and that only its security coordinator, Authorized Person(s), and Agent(s) will access Northwest Passage on Service Requester's behalf. Likewise, Transporter will keep, and will cause its authorized employees to keep, Service Requester's userIDs and temporary passwords confidential and will not disclose the same, either separately or combined, to any person or entity without authority to access Northwest Passage on Transporter's behalf. Service Requester will immediately notify Transporter if it becomes aware that a security breach has or may have occurred. Any use of Northwest Passage by any person using the userIDs and/or passwords of Service Requester's security coordinator, Authorized Person(s), or Agent(s) shall be deemed to be Service Requester's use and Service Requester accepts full responsibility and liability for such use, whether authorized or unauthorized by Service Requester, except to the extent such use has resulted from the negligence or willful misconduct of Transporter.

~~28.1 Requests for Service. All requests for Service Agreements and amendments to existing Service Agreements shall be made to Transporter electronically in Northwest Passage on Transporter's Designated Site.~~

~~Each request shall be considered effective on the date the information required in Northwest Passage is entered in Northwest Passage.~~

~~28.2 Business Associate Information. Prior to conducting electronic transactions with Transporter, a party must complete the Business Associate Information form available in the informational posting section on Transporter's Designated Site whereupon Transporter will assign to such party's designated representative(s), as identified on the completed Business Associate Information form, a user identification code(s) and temporary password(s) for access to Northwest Passage. The completed Business Associate Information form also must designate which functions in Northwest Passage the designated representative(s) may perform, including those designated representative(s) authorized to execute Service Agreements and other contracts with Transporter.~~

~~28.3 Northwest Passage Access Agreement. In order to conduct transactions using Northwest Passage on Transporter's Designated Site, a party must execute a Northwest Passage Access Agreement. The Northwest Passage Access Agreement will be available in the informational posting section on Transporter's Designated Site. The first time a party's designated representative, as identified on the completed Business Associate Information form, logs onto Northwest Passage using its user identification code and temporary password, such representative must execute the Northwest Passage Access Agreement electronically on behalf of the party. The designated representative's electronic acceptance of the Northwest Passage Access Agreement will constitute a binding agreement between the party and Transporter.~~

~~28.4 Trading Partner Agreement. In order to conduct transactions using EDI communications, a party must execute a Trading Partner Agreement. A standard NAESB WCQ EDI Trading Partner Agreement will be available in the informational posting section on Transporter's Designated Site or may be obtained from Transporter's Marketing Services Department.~~

~~28.5 Requests for Receipt or Delivery Point Amendments. Amendments to receipt or delivery points or associated volumes under Rate Schedules TF-1 and TFL-1 or amendments to delivery points under Rate Schedule TF-2 shall be~~

GENERAL TERMS AND CONDITIONS
(Continued)

28. SERVICE REQUEST PROCEDURES (Continued)

28.13 Indemnification. Except to the extent resulting from the negligence or willful misconduct of Transporter, Service Requester agrees to defend, indemnify and hold harmless Transporter and its officers, directors, employees, agents and representatives from and against all claims, demands, damages, losses, costs and expenses (including court costs and reasonable attorneys' fees) of Transporter, Service Requester, and others arising out of any: (i) failure to keep confidential the userIDs and passwords of Service Requester's security coordinator, Authorized Person(s), or Agent(s); (ii) use of such userIDs or passwords; (iii) use of Service Requester's Northwest Passage account; (iv) failure by Service Requester's security coordinator, Authorized Person(s), or Agent(s) to perform any affirmative duty required by use of the interactive function of Northwest Passage; and/or (v) breach of this Section 28 by Service Requester or its security coordinator, Authorized Person(s), or Agent(s).

28.14 Limitation of Liability. The following limitation of liability is in addition to that in Section 7.3 of the General Terms and Conditions. Except to the extent of Transporter's negligence or willful misconduct, Transporter may rely, without liability upon the actions or inactions of persons utilizing the userIDs or passwords of Service Requester's security coordinator, Authorized Person(s), or Agent(s). Transporter shall not be responsible for any omission or failure of any function accessed through Northwest Passage if such omission or failure is caused by or related to any errors in transmission of data to or from Transporter's computer systems, power failures, failure of any computer systems or backup systems, or any other event beyond the reasonable control of Transporter. If Service Requester requests and receives assistance from Transporter's representatives, such assistance will be at the Service Requester's sole risk and Transporter will not have any responsibility or liability arising therefrom, except to the extent of Transporter's negligence or willful misconduct. Except to the extent of Transporter's negligence or willful misconduct, Transporter will not be responsible for any faulty retrieval of information, inability to retrieve information, or loss of information from Northwest Passage.

28.15 Procedures. Transporter and Service Requester and Service Requester's security coordinator, Authorized Person(s), and Agent(s), if applicable, agree to follow all procedures regarding Northwest Passage as such procedures may be established and announced by Transporter from time to time.

~~considered to be requests for amended service under Section 28.1 but shall also be documented in accordance with the procedures set forth in such rate schedules.~~

~~28.6 Compliance with 18 CFR Section 284.102. If service is requested pursuant to Section 284.102 of the Commission's regulations for service "on behalf of" a local distribution company or an intrastate pipeline, Shipper must provide an original letter signed by an official of such "on behalf of" party on its letterhead. This letter must warrant that such "on behalf of" party is either an intrastate pipeline as defined by Section 2(16) of the NGPA or a local distribution company as defined by Section 2(17) of the NGPA. It must also state that such "on behalf of" party has authorized the Shipper to enter into the requested Service Agreement in order to have Section 311(a) transportation service rendered on behalf of such "on behalf of" party by Transporter and that (1) the intrastate pipeline or local distribution company will have physical custody of and transport the Natural Gas at some point; or (2) the intrastate pipeline or local distribution company will hold title to the Natural Gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or (3) the gas will be delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that the local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.~~

~~28.7 Establishment of Credit. Before Shipper may transact business electronically on the Designated Site, Shipper must establish a credit limit satisfactory to Transporter pursuant to Section 5.10 of the General Terms and Conditions. A credit application form is available in the informational posting section on Transporter's Designated Site.~~

~~28.8 Agent. In order for an Agent to conduct transactions on Transporter's Designated Site, a Service Requester must provide Transporter a completed Agency Delegation form electronically in Northwest Passage on Transporter's Designated Site or via Internet E-mail or fax. The form of Agency Delegation will be available in both Northwest Passage and the informational posting section on Transporter's Designated Site.~~