

MID CONTINENT MARKET CENTER, L.L.C.  
ELECTRONIC COMMUNICATION AGREEMENT

This Agreement is made and entered into by and between MID CONTINENT MARKET CENTER, L.L.C. ("Company") and \_\_\_\_\_ ("Customer"). Company and Customer shall be collectively referred to as "Parties."

WHEREAS Customer desires to access Company's Electronic Customer Interface system for the purpose of accessing Company's Nomination System to submit nominations of gas to Company, accessing Company's Customer Activity site and accessing any other available application, current or future, deemed necessary and made available by the Company.

WHEREAS, Company is willing to allow Customer such access in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein, the Parties agree as follows:

1. Company shall provide Customer with a separate log-on identification code ("ID Codes") and Password for each of Customer's employees designated by Customer. In addition, Company shall provide Customer communication software for access to the Customer Interface System (the ID Codes, Passwords, communication software and the network are cumulatively referred to herein as the "System"). Customer agrees that only those employees it authorizes to conduct business shall be allowed to apply for ID Codes, Passwords and access to the System. In order to receive the ID Codes, Passwords and communication software and to access the network, each of Customer's qualifying employees who will utilize the System must first complete and return to Company the currently effective System access form(s). Customer shall maintain the ID Codes and Passwords in the utmost confidence and shall not use the System except as authorized herein and shall not disclose ID Codes or Passwords to others. If any employee of Customer leaves the employment of Customer or his/her scope of employment does not require access to the System, Customer will immediately so notify Company. Customer agrees to take all necessary precautions to ensure that no other party, except its authorized employees, shall utilize the ID Codes, and/or Passwords.
2. Except for the restricted right to utilize the System provided herein, Customer is granted no rights under the System. Customer shall not copy the System or use the System to prepare derivative works. Customer shall properly utilize the System in accordance with Company's instructions, shall make no effort to improperly access the System network or the computers on which the System is operating, and shall make no effort to reverse-engineer the System.
3. It is Customer's responsibility to check the daily schedule, which shall be available prior to gas flowing, to assure that Customer's nominations have been correctly transmitted and received by Company. Any discrepancy discovered or which would have been discovered by Customer review of the daily schedule shall be the reporting responsibility of Customer prior to gas flow. It is Customer's responsibility to check any data input by Customer. Any discrepancy discovered or which would have been discovered by Customer review shall be the responsibility of Customer. Customer acknowledges that Company continues to maintain alternative methods of communicating gas nominations and is aware of those methods; in the event the System is not accessible for any reason, Customer agrees to utilize one of the alternative methods of communicating with Company.
4. Customer is being allowed to utilize the System solely for Customer's convenience. Thus, Customer's use of the System is "AS IS, WHERE IS," and with all faults. Customer agrees there are no representations or warranties, express or implied, that might arise in connection with this Agreement or Customer's use of the System. Additionally, COMPANY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer agrees Company shall have no liability whatsoever, whether in contract or tort, for any losses sustained as a result of failures or deficiencies in the System. In no event shall Company be liable for any failures or deficiencies in the System. In no event shall Company be liable for any incidental, consequential, special or punitive damages arising out of or in connection with the delivery, use or performance of the System. Customer assumes all risks of loss or liability arising out of its use of the System and hereby agrees to hold harmless and indemnify Company from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by Company) brought by third parties based upon, arising out of or resulting from Customer's use of the System, except that Company will remain liable for its own gross negligence or willful

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misconduct. All claims arising from and out of the terms of this Agreement shall be limited to the assets of the Company.

5. Both Customer and Company shall have the right to terminate this Agreement at any time for any reason whatsoever, with or without cause. Company shall have the right to modify or terminate its Telecommunications Network and/or Customer's right to use the System at any time. Company also reserves the right to invalidate ID Codes and Passwords for cause and shall provide reasonable notice of such invalidation. Upon termination of this Agreement or upon request by Company, Customer shall thereafter immediately cease all use of the System.
6. This Agreement is personal to Customer and may not be assigned, licensed or transferred (except as part of the sale of the assets of Customer's business to which this Agreement relates) by Customer without the express written consent of Company.
7. There are other written agreements in place between the Parties and this Agreement shall not cancel or supersede those other agreements except to the extent inconsistent with the specific terms and conditions hereof pertaining to the System. However, the terms and provisions of this Agreement do supersede any oral representations between the Parties or any conflicting terms and conditions in any other agreement with regard to the subject matter of this Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified except by written instrument duly executed by both Parties. This Agreement shall be governed and construed in accordance with the laws of the STATE OF OKLAHOMA, excluding any conflicts of law, rule or principle that might refer same to the laws of another jurisdiction.
8. Any notice provided for in this Agreement shall be in writing and shall be considered as having been given if sent by facsimile, delivered personally or if mailed by United States mail postage prepaid to the following addressees, respectively.

MID CONTINENT MARKET CENTER, L.L.C.,

Customer (Company Name and Address)

P.O. Box 871  
Tulsa, OK 74102-0871

Attn: Contract Administration  
Phone: (800) 340-2750  
Fax: (918) 588-7964

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

IN WITNESS WHEREOF, Company and Customer have executed this Agreement to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MID CONTINENT MARKET CENTER, L.L.C.

By: \_\_\_\_\_

Title: \_\_\_\_\_

CUSTOMER

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

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