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## MYQUORUM ACCESS AGREEMENT

THIS MYQUORUM ACCESS AGREEMENT (Agreement) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MountainWest Overthrust Pipeline, LLC (Overthrust), a Utah corporation with offices at 650 South Main Street, Suite 300 Salt Lake City, Utah 84101, and \_\_\_\_\_ (Shipper) a \_\_\_\_\_ with offices at \_\_\_\_\_. Overthrust and Shipper may be referred to collectively as the Parties and singularly as a Party.

### THE PARTIES AGREE AS FOLLOWS:

1. Overthrust has developed proprietary computer software programs and their contents known as MyQuorum (MyQuorum) that facilitate interactive electronic contracting, capacity release, capacity allocation, nominations, confirmations, imbalance trading, billing, notifications, and reporting on Overthrust's natural gas transmission pipeline system (Transmission System).
2. Shipper requests remote access to certain portions of MyQuorum and its contents in order to transact business on Overthrust's Transmission System. By accessing MyQuorum, Shipper, including its employees and agents, agrees to be bound by all of the terms and conditions of this Agreement, including Overthrust's Gas Tariff currently on file with the Federal Regulatory Energy Commission (Tariff), which is deemed incorporated into this Agreement by this reference. All access to and use of MyQuorum and its contents shall be governed by this Agreement, including Overthrust's Tariff.
3. Subject to compliance with the terms and conditions of this Agreement, Overthrust grants to Shipper, and Shipper accepts from Overthrust, a limited, non-exclusive, non-transferable license, during the term of this Agreement, restricted to named users, to access designated portions of MyQuorum and its contents solely for Shipper's own internal transportation and storage business transactions on Overthrust's Transmission System. Overthrust reserves the right to determine what portion of MyQuorum shall be made available to Shipper. Shipper's use of MyQuorum may be monitored and recorded. Unusual activity that may indicate a compromised computer or account may result in immediate account termination and further detailed investigation.
4. Shipper shall not sublicense, sell, transfer, publish, disclose, display, or otherwise make available any part of MyQuorum or its contents to any third party. Shipper shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or make derivative works arising out of, related to, or in connection with MyQuorum.
5. Shipper shall not delete, remove, modify, or obscure any copyright, trademark, trade name, or other proprietary notices displayed on MyQuorum, and shall not allow any third party to take any such action.
6. Overthrust or its third party licensors solely and exclusively own all right, title, and interest in and to MyQuorum and its contents, including all patents, copyrights, trade secrets, trademarks, and other intellectual property therein.
7. Shipper expressly acknowledges that by accessing MyQuorum it shall be made aware of proprietary and confidential property of Overthrust, its affiliates, or its licensors, including without limitation customers, services, products, processes, operations, the location of pipeline facilities, present and contemplated activities, as well as logon, password, or other controlled access information (collectively Confidential Information). Shipper shall protect the Confidential Information with at least the same degree of care it uses to protect its own confidential information, but not less than a reasonable degree of care. Shipper shall use the Confidential Information only for the purposes stated in this Agreement. Shipper shall not disclose the Confidential Information to any third party, except on a confidential basis to its employees or

agents whose access is required to carry out the purposes of this Agreement, who have been advised of the confidential nature of the information, and who are each bound by an obligation of confidentiality, enforceable by Shipper, to protect the Confidential Information. The confidentiality obligations of this paragraph shall not apply to any information that is:

- a. generally available to the public through no act of Shipper;
- b. independently developed by Shipper without use of or reference to the Confidential Information;
- c. lawfully received from a third party without breach of this Agreement; or
- d. disclosed pursuant to law, judicial order, or government regulation, unless otherwise prohibited by law, so long as Shipper promptly notifies Overthrust prior to disclosure to provide Overthrust with time to take actions necessary to protect its interests.

This paragraph shall survive termination of this Agreement.

8. Shipper shall ensure that its employees and agents shall only use the logon, password, and other controlled access to which they have been assigned in connection with MyQuorum and its contents. Upon termination of any employee or agent, or their need for access to MyQuorum, Shipper shall immediately notify Overthrust in writing and discontinue use of that logon and password.
9. Shipper shall immediately inform Overthrust by telephone at the telephone numbers identified on its Website ([www.mwoverthrustpipeline.com](http://www.mwoverthrustpipeline.com)) if Shipper learns of any apparent breach of security, such as loss, theft, or unauthorized disclosure, use, or possession of the Confidential Information, including without limitation Shipper's logon, password, or other controlled access information. Shipper shall be fully responsible for any unauthorized disclosure of MyQuorum's Confidential Information by its employees and agents. Shipper shall fully cooperate with Overthrust in pursuing all remedies available to Overthrust against unauthorized use.
10. Shipper may adjust the number of licensed users, delete licensed users, or designate other licensed users pursuant to a written Request for User Access to MyQuorum, in the form attached as Exhibit A, incorporated into this Agreement by reference, issued by Shipper and submitted to Overthrust.
11. Once Shipper has executed and returned this Agreement, Overthrust shall provide Shipper with logon, password, or other controlled access information. However, before Shipper shall be allowed to transact business on MyQuorum, Shipper must comply with Overthrust's creditworthiness requirements set out in Overthrust's Tariff. Shipper shall be fully responsible and liable for all transactions conducted on MyQuorum using Shipper's logon, password, or other controlled access information.
12. If Shipper desires to participate in imbalance trading procedures on MyQuorum, Shipper specifically consents to Overthrust posting on MyQuorum the information regarding Shipper's imbalances outlined in Overthrust's Tariff.
13. Subject to the restrictions on use and disclosure set forth in this Agreement, Shipper may print and make a reasonable number of copies of the contents on MyQuorum solely for Shipper's internal use in transacting business on MyQuorum. Shipper shall reproduce and include copyright, other proprietary right, or confidential notices on and in all copies. Upon termination of this Agreement, Shipper shall destroy all documents that it possesses containing any Confidential Information of Overthrust in whatever medium those documents exist and shall not retain any copies of such documents.
14. Shipper shall be responsible for supplying all hardware and other equipment in order to access MyQuorum.

15. ACCESS TO AND USE OF MYQUORUM AND ITS CONTENTS ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY, OR INDEMNITY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, OR SYSTEM INTEGRATION. SUBJECT TO THE PROVISIONS OF SECTION 16, SHIPPER ASSUMES ALL RISK AS TO THE ACCURACY, COMPLETENESS, SECURITY, AVAILABILITY, QUALITY, AND PERFORMANCE OF MYQUORUM AND ITS CONTENTS, INCLUDING ALL LIABILITY ARISING FROM ACCESS TO MYQUORUM THROUGH SHIPPER. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT.
  
16. NEITHER OVERTHRUST NOR ANY OF ITS PARENT COMPANY(S), AFFILIATES, OR SUBSIDIARIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, SHALL BE LIABLE TO SHIPPER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES OF ANY KIND ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH SHIPPER'S USE, INABILITY TO USE, OR RELIANCE ON MYQUORUM OR ITS CONTENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, EXCEPT THAT, SUBJECT TO SHIPPER'S OBLIGATION PURSUANT TO APPLICABLE LAW TO AVOID OR MITIGATE DAMAGES, OVERTHRUST MAY BE HELD LIABLE TO SHIPPER (A) FOR SHIPPER'S DIRECT DAMAGES FROM THE USE OF OR INABILITY TO USE MYQUORUM TO THE EXTENT SUCH DAMAGES ARE CAUSED BY THE NEGLIGENCE OF OVERTHRUST IN ITS OPERATION OF MYQUORUM OR (B) FOR SHIPPER'S DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM THE USE OF OR INABILITY TO USE MYQUORUM TO THE EXTENT SUCH DAMAGES ARE CAUSED BY OVERTHRUST'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN ITS OPERATION OF MYQUORUM. OVERTHRUST WILL NOT BE LIABLE TO SHIPPER FOR INPUTS OR ACTIONS OF THIRD PARTIES. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
  
17. (a) This Agreement shall commence on the date first written above and remain in full force and effect until terminated:
  - (i) by either Party for its convenience upon one day's written notice to the other Party;
  - (ii) immediately by Overthrust for Shipper's breach of this Agreement; or
  - (iii) by Overthrust according to the procedures set forth in Section 3.2 of the General Terms and Conditions of Overthrust's Tariff.(b) Upon termination of this Agreement, Shipper shall immediately discontinue access to and all use of MyQuorum and its contents. Shipper shall also destroy any documents, in whatever medium those documents exist, that contain any Confidential Information of Overthrust, including without limitation logon, password, or other controlled access information, and shall not retain any copies of such documents.
  
18. All notices concerning this Agreement, other than the day-to-day communications between the Parties, shall be in writing and shall be sent to the relevant address set forth below. The Parties may designate other addressees or addresses by notice to the other Party. A notice shall be deemed effective (a) when given by hand delivery; (b) three days after deposit into the U.S. mail, postage prepaid; or (c) one business day after deposit with commercial overnight delivery service, charges prepaid.

MountainWest Overthrust Pipeline, LLC  
Attn: Customer Service Dept  
650 South Main Street, Suite 300  
Salt Lake City, UT 84101

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. This Agreement shall be governed by and construed in accordance with the laws of Utah, excluding any choice of law provisions that would otherwise require application of laws of any other jurisdiction. In the event it becomes necessary for either Party to enforce its rights under

this Agreement, then with or without litigation, the prevailing Party shall be entitled to recover all reasonable expenses, including attorney fees and costs, arising out of the enforcement of its rights.

20. The failure of a Party to require the performance of a term or obligation under this Agreement, or the waiver by a Party of any breach, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach under this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom charged.
21. Shipper shall not, in whole or in part, assign its rights or delegate its obligations under this Agreement without the prior written consent of Overthrust, and any attempt to do so without consent shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors and assigns.
22. If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such provision. Each provision shall be deemed enforceable to the fullest extent available under applicable law.
23. This Agreement, together with expressly incorporated documents, contains the entire agreement between the Parties concerning the subject matter, and it replaces and supersedes any and all prior or contemporaneous, oral or written, agreements, understandings, communications, and representations between the Parties. Any terms or conditions contained in any confirmation, statement, or other ordering document that differ or vary the terms of this Agreement are null and void and shall have no effect between the Parties. This Agreement may not be amended except in writing signed by both Parties.
24. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement effective as of the date first written above.

\_\_\_\_\_  
(Shipper) MOUNTAINWEST OVERTHRUST PIPELINE, LLC

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

EXHIBIT A

REQUEST FOR USER ACCESS TO MYQUORUM

This Request for User Access to MyQuorum (User Agreement) is part of and subject to the MyQuorum Access Agreement (Agreement) between MountainWest Overthrust Pipeline, LLC (Overthrust) and the entity identified in the signature block below (Shipper).

Pursuant to this User Agreement, Shipper requests Overthrust to provide or terminate access for the employee(s) or agent(s) designated by Shipper below and for the portions specified below on Overthrust's proprietary computer software programs and their contents known as MyQuorum in order to transact transportation and storage business on behalf of Shipper on Overthrust's natural gas transmission pipeline system.

1. User Name: \_\_\_\_\_  
FIRST and LAST NAME (Please print) Telephone E-mail

Check all that apply:

Request Type

Transaction Services Profile

- Add user
- Delete user
- Change user profile

- Contracting
- Capacity Release
- Nominations
  - Balancing
  - Imbalance Trade Administration
  - Confirmations
- Reporting/On-line Invoicing
- Critical Notices
- Non-Critical Notices

2. User Name: \_\_\_\_\_  
FIRST and LAST NAME (Please print) Telephone E-mail

Check all that apply:

Request Type

Transaction Services Profile

- Add user
- Delete user
- Change user profile

- Contracting
- Capacity Release
- Nominations
  - Balancing
  - Imbalance Trade Administration
  - Confirmations
- Reporting/On-line Invoicing
- Critical Notices
- Non-Critical Notices

INTENDING TO BE LEGALLY BOUND, Shipper has caused this User Agreement to be executed by its authorized representative effective as of the date written below

Shipper: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Instructions:

If you have any questions, please contact Overthrust at 385-426-3472.

Shipper may designate additional users and changes by printing and completing additional forms.

Submit the completed, executed User Agreement to MountainWest Overthrust Pipeline, LLC, Transportation Customer Service Department, 650 South Main Street, Suite 300, Salt Lake City, Utah 84101.

This User Agreement is subject to acceptance by Overthrust.