

# ONEOK Partners Intermediate Limited Partnership

## ELECTRONIC SYSTEMS ACCESS AGREEMENT

This Electronic Systems Access Agreement (“Agreement”) is made and entered into by and between ONEOK Partners Intermediate Limited Partnership (“Company”) for itself and on behalf of its affiliates, located at 100 West 5<sup>th</sup> Street, Tulsa, OK 74103 and the person and/or entity accepting this Agreement (“Subscriber”). The terms “data,” “information,” “materials,” or the like term all refer to data uploaded or downloaded by Subscriber in whatever form, and are used interchangeably herein unless otherwise noted.

1. System Access. (a) Company, at its sole discretion, will make available access to Company’s website portal, on-line system(s) and related on-line applications (“System”) identified in the log-on and access portions of the System, subject to the terms and conditions expressed in this Agreement, to the person and/or entity requesting access. In consideration of such access (as evidenced by clicking the “accept” button in the System portal, the Subscriber agrees to the terms and conditions of this Agreement for such individual user and for any entity which the individual Subscriber represents (whether through employment, subcontracting, agency or otherwise) (“Subscriber Entity”). Company may, at its discretion, modify or discontinue any or all features or functions of a System, or change this Agreement, at any time without notice and without any liability to Subscriber. Company will post any updates to the Agreement to the access portal for the System. Subscriber’s continued use of the System after the posting of such modification constitutes acceptance of such modified terms and conditions. Subscriber represents the authority of Subscriber to enter into this Agreement on behalf of any Subscriber Entity and to conduct business for the Subscriber Entity as provided herein, and will ensure that Subscriber Entity adheres to all of the obligations imposed in this Agreement on Subscriber (whether any obligation refers to Subscriber Entity separately or not).

(b) Access to the System shall be limited to the Subscriber individually. Subscriber is responsible for obtaining and maintaining any required client software on its own computers, connectivity to the internet, and any other communications requirements. Subscriber is solely responsible for the accuracy and completeness of any data entered into the System.

2. Electronic Contracting. By clicking on the accept button, Subscriber agrees to establish a contractual relationship.

3. Usage Rights and Restrictions. Company will provide Subscriber a non-exclusive, revocable, royalty-free, limited right to access and use the System solely for Subscriber’s transaction of business with Company, solely within the United States of America or Canada, subject to Subscribers’ or Subscriber Entity’s responsibilities under this Agreement or under other commercial agreement(s), including, but not limited to, Subscriber’s responsibility to monitor nominations and product flows. Subscriber may download, store, manipulate, analyze, reformat, print and utilize the information obtained from the System for its own internal uses only relating to transacting business with Company and/or Company’s affiliates. Except for the restricted right to utilize the System provided herein, Subscriber is granted no other rights in the System. Subscriber shall not, under any circumstances: (i) copy the System (including any related software or intellectual property of Company or its suppliers); (ii) use the System to prepare derivative works or attempt to reverse-engineer the System, any component thereof, or any information contained therein; (iii) resell or otherwise commercially exploit or use the System or any information contained in the System for any purpose other than transacting business with Company without the express written consent of Company; (iv) permit any other individual within Subscriber Entity (except as

separately authorized by Company) or any third party to have access to the System; (v) improperly access the System or related network or the computers or software on which the System is operating, or any other part of the Company's or its affiliates' computer networks; (vi) allow usage of the System that interferes with or damages Company's System or Company's related computer network; (vii) upload any illegal data or materials, false or misleading data or materials, or data or materials that are defamatory or infringe another party's intellectual property rights. Subscriber is responsible for preventing access to non-designated / non-approved systems, including third-party systems, as well as preventing the improper access or use of the System. Subscriber expressly permits Company to monitor and record Subscriber's use of the System; and, Subscriber expressly acknowledges no expectation of privacy while accessing the System other than as provided in a written agreement between the parties.

4. Access Process. Company shall provide Subscriber with a log-on identification code and password upon acceptance of this Agreement (together, "Access Credentials"). Subscriber shall not share or disclose Access Credentials with or to any other person or entity. Subscriber is responsible for all use of the System under the issued Access Credentials.

5. Information. Information that Subscriber uploads or processes through the System belongs to Company, other than information defined as belonging to Subscriber or Subscriber Entity in a separate, written agreement. Company may make any use of such information without obligation to account to Subscriber. Company has no obligation to retain information following termination of this Agreement and may retain or destroy such information at its discretion.

6. Malicious Code. Subscriber shall use its best efforts to ensure that its access to and usage of the System shall not expose the System or related Company computer networks to the introduction of any malicious code, injurious or damaging formulas, instructions or other materials, viruses, worms, trojan horses, built-in or use driven destruction mechanisms, or spybots. Subscriber represents that its uses current anti-virus and spyware removal programs for each device involved in accessing the System. Company has no liability for malicious code that might infect Subscriber computers or networks.

7. Confidentiality. Subscriber agrees to hold any information concerning the System or learned by virtue of access to the System in confidence during the term of this Agreement and for two (2) years following termination of this Agreement, and to use such information only in conjunction with this Agreement or other written agreement between the parties (including a Subscriber Entity). If Subscriber or Subscriber Entity and Company are parties to an underlying agreement to which the access relates, the terms and conditions of that agreement governing confidentiality and use of information shall apply.

8. Release and Indemnity. Subscriber is responsible for all usage under this Agreement, or any use made through its Access Credentials; and Subscriber agrees to release, defend, indemnify and hold harmless Company and/or its affiliates from any and all claims, demands or actions, damages, judgments, loss or liability, and costs, expenses and attorneys' fees, related to use of the System, including, without limitation, for unauthorized access to the System or the unauthorized transacting of business on behalf of the Subscriber via the System by any person or persons using the Subscriber's account(s) or Access Credentials. Subscriber assumes all risks of loss or liability arising out of its use of the System and hereby agrees to release, defend, indemnify, and hold harmless Company and/or its affiliates from and against all claims, demands or actions (as well as all liabilities, costs, judgments, attorneys' fees or expenses incurred by Company) brought by third parties based upon, arising out of or resulting from Subscriber's use of the System, except that Company will remain liable for its own gross negligence or willful misconduct. All claims arising from and out of the terms of this Agreement shall be limited to the assets of the Company.

9. Disclaimer of Warranties. Use of the System is solely for Subscriber's convenience. Company

provides the System "AS IS, WHERE IS" and with all faults. Subscriber bears full responsibility to check any data input or downloaded by Subscriber. **COMPANY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION LOCATED ON THE SYSTEM AND ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

10. Limitation of Liability. Company shall have no liability to Subscriber or any other party for losses or damages caused or allegedly caused by unavailability of the System, failure of performance, error, omission, inaccuracies, interruption, deletion, defect, deficiency, delay in operation or transmission, communication and line failure, or unauthorized access to or theft of, or alteration of or use of the System or any data contained therein, whether for breach of contract, tortious behavior, negligence or under any other cause or action, or any other theory of recovery. Any loss or damage occurring to Subscriber arising from the use of the System will be the sole responsibility of Subscriber. Further, Company will not be liable to Subscriber for any loss or corruption of Subscriber data stored in or transmitted through the System; for any incorrect results obtained by using the System; for any interruption of access or use of the System for whatever reason; or for access of any Subscriber data by third parties. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, PERFORMANCE, OR FAILURE OF THE SYSTEM.**

11. Termination. Company may suspend, restrict, condition, or terminate access to the System, wholly or partially, at any time, with or without advance notice, for any reason. Subscriber may terminate this Agreement by providing written notice to Company and immediately discontinuing use of the System.

12. General Terms.

(a) *Scope:* The scope of this Agreement is intended to address only System access to the Company web portal as described herein and is not intended to supersede, or govern access under, Electronic Communications Agreement(s) that authorizes and governs Subscriber's and/or Subscriber Entity's access to the portal(s) hosted by Midwestern Gas Transmission Company, Viking Gas Transmission Company, Guardian Pipeline, L.L.C., OkTex Pipeline Company, L.L.C., Mid-Continent Market Center, L.L.C., ONEOK Gas Storage, LLC, ONEOK Gas Transportation, LLC, ONEOK Texas Gas Storage, LLC, ONEOK Transmission Company, L.L.C., ONEOK Westex Transmission, L.L.C., ONEOK Western Trail Pipeline, L.L.C., and/or Roadrunner Gas Transmission, LLC including customer activity web sites which enable shipper nominations of natural gas.

(b) *Merger and Integration:* Except for those Electronic Communication Agreements outside the scope of this Agreement, as referenced in Section 12(a), this Agreement constitutes the complete agreement of the parties with respect to the subject matter hereof; however, if Company and Subscriber are parties to other written agreements, this Agreement shall not cancel or supersede those other agreements except to the extent inconsistent with the specific terms and conditions hereof but only as pertaining to access and use of the System. This Agreement does supersede any oral representations or prior communications between the parties or any conflicting terms and conditions in any other agreement with regard to the subject matter of this Agreement.

(b) *No Third-Party Beneficiary:* No provision of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of this Agreement or of any one or more of the provisions hereof, or otherwise give rise to any cause of action in any person not a party hereto.

(c) *Severability*: Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

(d) *Waiver and Course of Dealing*: No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement shall be effective unless in writing signed by the Party against whom the waiver is sought to be enforced. No waiver or breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision.

(e) *Assignment*: This Agreement is personal to Subscriber and may not be assigned, licensed or transferred (except as part of the sale of the assets of Subscriber's business to which this Agreement relates) by Subscriber without the express written consent of Company.

(f) *Choice of Law, Jurisdiction and Venue*: This Agreement and the rights and duties of the parties arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to choice of law rules; and, all claims relating to or arising out of this Agreement, including breach, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Oklahoma, without regard to choice of law rules. If a party wishes to pursue legal action pertaining to this Agreement, the parties agree that such action shall be commenced and prosecuted in the courts of Tulsa County, Oklahoma, or in the United States District Court for the Northern District of Oklahoma, if appropriate, and each party submits to the exclusive jurisdiction of said courts and waives the right to change venue.

(g) *Publicity*: No party (nor any agent or affiliate of a party) shall make any public statements, including, without limitation, any press releases, with respect to this Agreement and the transactions contemplated hereby, except as may be required by law.

(h) *Survival*: All terms and conditions, and representations, warranties, and limitations, other than the right to use the System, shall survive termination of this Agreement.

(i) *Changes and Privacy*: Company may supplement or modify these provisions at any time. Use of the System is subject to the ONEOK Legal and Privacy policy available at [www.oneok.com](http://www.oneok.com).

Revised November 7, 2017