

# **Kansas Gas Service (EFM E-mail) AGREEMENT**

Access to the Kansas Gas Service (KGS) EFM-E-mail is subject to the following terms and conditions. Your acknowledgment below and access of the EFM-E-mail constitutes acceptance and agreement to the same.

## **TERMS AND CONDITIONS OF AGREEMENT FOR EFM-E-mail INFORMATION ACCESS**

1. KGS shall provide Customer with EFM-E-mail access in order to conduct business and/or to obtain information relating to Customer's consumption (which information shall remain the property of KGS) and shall identify the necessary software in order to accomplish such access to KGS's EFM-E-mail. Customer shall utilize the EFM-E-mail in accordance with KGS's instructions, shall make no effort to access the computers on which the EFM-E-mail is operating or any information not included hereunder inconsistent with such instructions, and shall make no effort to reverse-engineer the EFM-E-mail.
2. Customer acknowledges that KGS continues to maintain alternative methods of communicating information in the event the EFM-E-mail is not accessible for any reason, and in such event, Customer agrees to utilize an alternative method of communicating with KGS, such as by fax or telephone. KGS shall use reasonable efforts to ensure that the information provided is accurate, but makes no warranty as to such accuracy. KGS cannot assure full operation of its EFM-E-mail, or necessary remote equipment, or telecommunication lines necessary for consistent operation of the EFM-E-mail.
3. Customer's use of the EFM-E-mail is "AS IS, WHERE IS" and with all faults. KGS disclaims any and all representations or warranties, express or implied, that might arise in connection with this Agreement or Customer's use of the EFM-E-mail, including, but limited to, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer agrees KGS shall have no liability whatsoever, whether in contract or tort, for any losses sustained as a result of failures or deficiencies in the EFM-E-mail, or Customer's utilization of information received from the EFM-E-mail. In no event shall KGS be liable for any direct, indirect, incidental, consequential, special, punitive, or other damages arising out of or in connection with the delivery, use or performance of the EFM-E-mail, or information obtained from the EFM-E-mail. Customer shall be responsible for any and all unauthorized or otherwise improper use of EFM-E-mail. Customer shall notify KGS whenever modification of the type of data that the Customer is legally able to view or transfer to its office needs to be made. Customer assumes all risks of loss or liability arising out of its use of the EFM-E-mail and hereby agrees to hold harmless and indemnify KGS from and against all claims, demands, and causes of action (as well as all liabilities, costs, judgments, or expenses incurred by KGS including attorney's fees) brought by third parties based upon, arising out of, or resulting from Customer's use of the EFM-E-mail.
4. This Agreement is effective from the date of Customer's acceptance as indicated below, and both Customer and KGS shall have the right to terminate this Agreement at any time for any reason whatsoever, with or without cause. KGS shall have the right to modify or terminate its EFM-E-mail and/or Customer's right to use the EFM-E-mail at any time. Access to KGS's EFM-E-mail may be denied by KGS if Customer has not utilized, accessed, or otherwise obtained information from the EFM-E-mail in a 12-month period, and Customer may reapply for access to the EFM-E-mail upon demonstrating further need for the information. KGS reserves the right at any time, and in KGS's sole discretion, to invalidate, without prior notice, any passwords issued to Customer.
5. This Agreement shall not cancel or supersede other agreements, between the parties, except to the extent they are inconsistent with the specific terms and conditions hereof pertaining to the EFM-E-mail. However, the terms and provisions of this Service 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 the 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 in accordance with the laws of the STATE OF KANSAS, excluding any conflicts of law, rule, or principle that might refer to the laws of another jurisdiction.

6. This Service Agreement, the services provided hereunder, and the use of such services are subject to all of the terms and conditions set forth in KGS's General Terms and Conditions and other provisions of KGS's Kansas Corporation Commission (KCC) Gas Tariff relating to KGS's EFM-E-mail, and all such terms and provisions are incorporated herein by reference.
7. Customer agrees that KGS shall have the unilateral right to file with the appropriate regulatory authority and make changes in:
  - (a) the terms, rates, and charges applicable to service to Customer or pursuant to this agreement; or
  - (b) any provision of KGS's KCC Gas Tariff relating to KGS's distribution operation or to KGS's EFM-E-mail.

KGS agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings. To the extent that the KCC or other appropriate regulatory authority approves and makes effective any changes in the terms, rates, or charges applicable to service pursuant to this agreement, this agreement shall be deemed to be modified and amended to conform with such changes.

8. All notices from Customer to KGS shall be in writing and directed to:
 

Kansas Gas Service  
7421 W. 129<sup>th</sup> Street  
Overland Park, KS 66213  
Attn: Tim White

All notices from KGS to Customer shall be in writing and directed to the most recent address on file with KGS. Any notice provided hereunder shall be duly given if mailed postage prepaid. Either party may designate in writing a substitute address for notices, and, thereafter, notices shall be directed to such substitute address.

Company	E-mail address 1
Signed	E-mail address 2
Title	Date