



ELECTRONIC SYSTEMS ACCESS AGREEMENT

This Electronic Systems Access Agreement (Agreement) is made and entered this ___ day of _____, _____, by and between Kansas Gas Service, a division of ONE Gas, Inc., an Oklahoma Corporation, located at 7421 West 129th Street, Overland Park, KS 66213, hereafter referred to as “Company” and _____, a _____ Corporation located at _____ thereafter referred to as “Customer”.

WHEREAS, Customer desires access to Company’s electronic customer interface system for the purpose of accessing Company’s nomination systems to submit nominations of gas to Company, and for accessing and using related customer activity functionality, as deemed necessary and made available by 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 and of the mutual covenants herein contained, Company and Customer agree as follows:

1. System Access. (a) *Nature of the Access*: For the convenience of its customers, Company, at its sole discretion, will make available access to Company’s on-line nomination system (the “System”), which System will allow Customer to submit service nominations to Company and view previously submitted nominations and amend or copy those nominations before resubmitting them to Company. Company may, at its discretion, modify or discontinue any or all features or functions of the System at any time without notice and without any liability to Customer. Access to the System shall be limited to those Customer personnel who have been duly authorized by the Customer as indicated in Appendix A (“Authorized User(s)”), or by subsequent written communication from Company. Only Authorized Users may access and use the System.

(b) *Access Requirements*: In order to access and use the System, Customer’s own electronic systems must have:

- +Connection to the Internet.
- +Microsoft Internet Explorer 6.0 (or greater)
- +Citrix client software <http://www.citrix.com/>

The System is accessible at <http://citrix.onegas.com/>. Customer is responsible for obtaining and maintaining the Citrix client software on its own computers.

(c) *Usage Rights*: For such time period as Customer has a gas transaction agreement with Company, Company grants to Customer a non-exclusive, revocable, royalty-free, limited right to access and use the System solely for Customer’s transaction of business with Company. Customer 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.

(d) *Usage Restrictions:* Except for the restricted right to utilize the System provided herein, Customer is granted no rights in the System. Customer 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 or any component thereof; (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 individual employee or third party to have access to the System other than Authorized Users; (v) improperly access the System or the nomination 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. Customer 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. Customer expressly permits Company to monitor and record its use of the System; and, Customer expressly acknowledges no expectation of privacy while accessing the System other than as provided in the related gas transactions agreement between the parties.

(e) *Access Process:* Company shall provide Customer with a separate log-on identification code and password (together, "Access Credentials") for each of Customer's employees designated by Customer and approved by Company as an Authorized User. Customer shall only allow those employees it authorizes to conduct business with Company to apply for and be granted Access Credentials and access to the System. In order to receive Access Credentials 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 and the Authorized User shall maintain the Access Credentials in the utmost confidence. An Authorized User shall not share Access Credentials with any other employee of Customer, other entity or individual, even other Authorized Users. Customer shall instruct each Authorized User as to the confidentiality of such Access Credentials, and the restrictions on their use as provided in this Agreement. If any Authorized User leaves the employment of Customer or his/her scope of employment no longer requires access to the System, Customer will instruct such Authorized User to discontinue use of the System, and immediately so notify Company. Customer agrees to take all necessary precautions to ensure that no other party, except its Authorized Users, shall utilize the Access Credentials.

(f) *Third-Party Access:* In the event that Customer desires that a third-party be issued Access Credentials for access and use of the System as authorized herein for such third party to transact business on the System on behalf of the Customer, Customer shall execute and submit an application in the form of Appendix B ("Third Party Representative"). If approved by Company, Company will issue Access Credentials to Customer for use by such third party. All stated terms and conditions of this Agreement shall apply to such third parties: and, Customer shall cause such third party to agree to the terms and conditions stated herein prior to the time such third party begins use of the System. Company shall be entitled to a copy of such agreement.

(g) *Malicious Code:* Customer shall use its best effort 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 Spybot's. Customer represents that its uses current anti-virus and spyware removal programs for each device involved in accessing the System.

2. Customer Responsibilities. Customer bears entire 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. Customer also bears entire 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.

3. Confidentiality. Customer agrees to hold any information concerning the System or learned by virtue of access to the System (except that information of Customer originally entered into the System by Customer) in confidence during the term of this Agreement and for one (1) year following termination of this Agreement. Customer agrees to take all reasonable steps to ensure that the restricted use and confidentiality provisions of this Agreement are strictly adhered to by Customer, the Authorized Users, and any approved third party Authorized Users.

4. Representations. Customer represents and warrants that (i) all Authorized Users are, or if employed after the date hereof, will be employees or personnel under direct supervision of Customer; that only Authorized Personnel are given access to the System and Access Credentials; (ii) that all Authorized Users have been, or if employed after the date hereof, will be made aware of the terms and conditions of this Agreement and that all Authorized Users have agreed, or if employed after the date hereof, will agree as part of their employment with Customer, to comply with the terms and conditions of this Agreement relating to use of the System, Access Credentials and confidentiality provisions.

5. Release and Indemnity. Customer is responsible for all transactions submitted via the System to Company; and Customer agrees to release, defend, indemnify and hold harmless Company and/or its affiliates from any and all damages, loss or liability for unauthorized access to the System or the unauthorized transacting of business on behalf of the Customer via the System by any person or persons using the Customer's account(s) or Access Credentials unless such unauthorized access or unauthorized transacting of business is attributable to a failure in the access security systems and protocol provided by Company. Customer 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 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 misconduct. All claims arising from and out of the terms of this Agreement shall be limited to the assets of the Company.

6. Disclaimer of Warranties. Use of the System is solely for Customer's convenience. Company provides the System "AS IS, WHERE IS" and with all faults. **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 OR FITNESS FOR A PARTICULAR PURPOSE.**

7. Limitation of Liability. Company shall have no liability to Customer or any other party for damages caused or allegedly caused by failure of performance, error, omission, interruption, deletion, defect, deficiency, delay in operation or transmission, communication and line failure, or unauthorized access to or alteration of or use of the System, whether for breach of contract, tortious behavior, negligence or under any other cause or action.

Any loss or damage occurring to Customer arising from the use of the System will be the sole responsibility of Customer. Further, Company will not be liable to Customer for any loss or corruption of Customer 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 Customer data by third parties. 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.

8. Default.

The following constitute default under this Agreement: (i) breach of any material provision of this Agreement; or (ii) access by or through Customer or its Authorized Users other than as expressly authorized in this Agreement.

9. Term and Termination.

(a) *Term:* This Agreement shall become effective when signed by both parties and shall continue until terminated as provided herein.

(b) *Termination:* Company may suspend, restrict, condition, or terminate access to the System, wholly or partially, at any time, with or without advance notice (i) upon a default, or (ii) in order to protect the System from unauthorized access or other harm. 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 Customer's rights to use the System as herein granted at any time. Company also reserves the right to invalidate Access Credentials for any reason at any time. Upon termination of this Agreement or upon request by Company, Customer shall thereafter immediately cease all use of the System.

10. Records and Audit.

Customer shall maintain records of its access to the System; and Company shall have the right, upon prior written notice, to audit such records to verify compliance with this Agreement. Customer shall cooperate with Company in the audit.

Upon written request of Company, no more than bi-annually, Customer shall provide Company a certificate in the form attached hereto as Appendix C, signed by an officer of Customer.

11. General Terms.

(a) *Merger and Integration:* 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. 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. 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.

(b) *Assignment*: 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.

(c) *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, except provisions of that law referring to governance or construction of the laws of another jurisdiction. 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.

(d) *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.

Notices

(e) *Notices*: Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by overnight courier or by registered or certified mail (postage prepaid, return receipt requested), or by facsimile with electronic confirmation, to the respective party at the address listed below (include street and mailing address):

Company		Customer	
Name:		Name:	
Attention:		Attention:	
Street		Street	
Address:		Address:	
Mailing		Mailing	
Address:		Address:	
E-mail:		E-mail:	
Fax:		Fax:	
Phone:		Phone:	

(f) *Counterparts*: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Agreement and any related documents may be by facsimile or .pdf with original signatures to follow.

This Agreement is entered into by the duly authorized representatives of Company and Customer whose signatures appear below.

Kansas Gas Service, a division of ONE Gas, Inc.

Customer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Appendix A

Authorized Personnel

The following Personnel from _____ are authorized to utilize the System on behalf of Customer:

Name	Title	Phone	E-Mail Address

Duns Number: _____

Appendix B

Third Party Representative

The following system subscriber has authorized the third-party representative identified below to transact gas nominations on its behalf and only in accordance to the terms and conditions within the Agreement.

System Customer Information:

Company Name:

Address:

City, State, Zip:

Authorized By:

Signature: _____ Date: _____

The third-party representative warrants and represents that it has received and understands all of the terms and conditions of the Agreement with Customer and agrees to comply with terms and conditions of the Agreement as it relates to all of its activities in using the System.

Third Party Information:

Company Name:

Address: _____ Phone: _____

City, State, Zip: _____ Fax: _____

Fed Tax ID: _____ Duns Number: _____

Representative Name: _____

Accepted By: _____

Signature: _____ Date: _____

In the event of a change in third-party representation, the Customer shall properly notify Company in a timely fashion and resubmit Appendix B with new information as needed. The new representative shall not be authorized to access the System unless Company has received this Appendix B as signed by the new representative agreeing to the provisions set forth above and in the Agreement.

APPENDIX C

Kansas Gas Service, a division of ONE Gas, Inc.
7921 W 129th St., Overland Park, KS 66213
Re: Officer's Certificate

This letter is in response to the request of Kansas Gas Service,, a division of ONE Gas, Inc. ("Company") for a certificate from an officer of _____ ("Customer"), pursuant to the Electronic Systems Access Agreement, dated _____, 2014, between Customer and Company (the "Agreement").

Customer acknowledges that:

"Authorized Users" means those Authorized Personnel (as defined in the Agreement) of Customer who are authorized by Customer to use the System or any part thereof in compliance with the Agreement, provided such Authorized Personnel have agreed to be bound by the terms of the Agreement.

The undersigned duly appointed officer of Customer, hereby certifies that after a reasonable investigation conducted by Customer and to the best of Customer's knowledge and belief that:

2.1 During the period from _____ to the date of this letter, each individual who has been granted access to the System is one of the Authorized Users as defined in the Agreement.

2.2 Customer and any third-party representative has been and is in material compliance with its respective obligations as set out in the Agreement.

The undersigned is an officer of Customer and is authorized to execute this certification on behalf of Customer.

Sincerely,

Company:

By: _____

Name: _____

Title: _____

Date: _____