



Black Hills Service Company, LLC

ACCESS REQUEST AGREEMENT

This Access Request Agreement (this “**Agreement**”) is entered into as of this ____ day of _____, 20____ by and between **Black Hills Service Company, LLC**, a Delaware limited liability company (“Black Hills”) and _____ (“**Subscriber**”) which has a DUNS number of _____.

WHEREAS, Subscriber desires to access Black Hills’ Quorum Pipeline Transactional Management System (“**QPTM**”) for information contained on **QPTM** and/or to utilize the functions available on **QPTM** pertaining to Black Hills’ affiliated pipelines (hereinafter collectively referred to as “Transporter” even though Subscriber may not have entered into a transportation agreement with the Transporter).

NOW THEREFORE, Black Hills and Subscriber agree as follows:

Black Hills agrees to provide Subscriber access to **QPTM** and Subscriber agrees to accept such access in accordance with the following provisions:

1. **Access to QPTM**

Subscriber and other interested parties may obtain access to the **QPTM** system by contacting a representative of Black Hills’ Shipper Services Department in Denver, Colorado. Logon IDs and password and access instructions will be supplied upon request pursuant to the terms of this Agreement. Subscriber may at its option use **QPTM** to: (1) submit nominations and perform related activities pursuant to existing service agreements; (2) obtain information relating to Subscriber’s existing services agreements; and (3) obtain information relating to other available services. Subscriber acknowledges and agrees that it shall not access or use the **QPTM** system in any way that is not expressly permitted by Black Hills. The effect of all actions taken by Subscriber through **QPTM** shall be determined pursuant to and governed by the terms and conditions of this Agreement, the applicable service agreement(s), the applicable tariff(s) and as provided through **QPTM**.

2. **Authority of Employee**

Subscriber shall be deemed to have agreed and admitted that any employee permitted by Subscriber to access **QPTM** shall have the legal authority to act on behalf of Subscriber in performing any functions, including those functions which are available presently and those functions which become available at a later date.

Subscriber shall designate those individuals that are authorized to act for Subscriber through **QPTM** by submitting a copy of the form attached hereto as Attachment A and entitled **QPTM User Access Request Form**. Each User Access Request Form shall be executed by Subscriber and Subscriber shall therein designate which use of **QPTM** may be utilized by the designated individual listed on that User Access Request Form. Upon receipt and approval of a User Access Request Form, Black



Hills may provide additional logon(s) and password(s) as appropriate. Any revisions to a User Access Request Form may be made by submitting a revised User Access Request Form for each designated individual for which a change is desired, and such revisions shall be effective upon approval of the revised User Access Request Form by Black Hills.

3. **Installation of Software**

Subscriber shall purchase and ensure that lawful installation of Internet browser software occurs for each personal computer (PC) from which Black Hills' web site is accessed. Black Hills may distribute to Subscriber appropriate third party software for use with **QPTM**. Subscriber acknowledges that the third party owners may place restrictions on the use of their software and Subscriber hereby agrees to comply with any such restrictions, including any payment requirements.

4. **Confidentiality**

QPTM software and certain data and information contained in **QPTM** is confidential. Subscriber shall not reproduce, disclose or otherwise make available **QPTM** software and information contained therein to any other company, corporation, individual, or partnership. Subscriber shall treat all information concerning the software, documentation, architecture, code, design, functionality or structure of **QPTM** as confidential, except as expressly provided herein, and shall use its best efforts to prevent any unauthorized use of **QPTM** or the disclosure of any information relating thereto to any third party, whether such information is in the form of abstracts, printouts, computer generated data aggregations or files, or otherwise. Information contained in **QPTM** that is not associated with gas owned or controlled by Subscriber is confidential. Subscriber agrees not to disclose, and will ensure that its designated individuals do not disclose, any information related to gas that Subscriber does not own or control. Subscriber shall be fully responsible for any breach of the foregoing confidentiality obligation by it or any of its designated individuals. Confidential information shall not include information which is: (1) public at the time of disclosure to Subscriber; (2) in Subscriber's possession at the time of disclosure through means which were not in violation of any obligation of confidentiality; (3) disclosed to Subscriber by a third party not under an obligation or confidentiality; or (4) required to be disclosed by Subscriber pursuant to applicable law, rule or regulation. In the event Subscriber discovers any circumstances which reasonably suggest that the confidential relationship described herein has been violated by Subscriber, Subscriber shall provide Transporter with written notice of the circumstances within three (3) business days of such discovery. If Subscriber fails to maintain the confidentiality as specified herein, Transporter retains the right to immediately terminate this Agreement without prior notification.

5. **Reliance by Black Hills and Transporter**

Black Hills and Transporter may act, and shall be fully protected by Subscriber in acting, in reliance upon any acts of things done or performed by Subscriber's employees or designated agents on behalf of Subscriber and in respect to all matters conducted through **QPTM**. Black Hills and Transporter may correct errors in information entered into **QPTM** by Subscriber or may require Subscriber to enter corrections directly into **QPTM**. Subscriber



acknowledges that certain actions available through **QPTM** will create valid and enforceable contractual commitments.

6. **Logon**

Logon and password identification codes are confidential and are used to identify individuals acting on behalf of Subscriber. Subscriber shall ensure its **QPTM** logon(s) and password(s) are kept confidential. Subscriber will ensure that only authorized employees and agents of Subscriber will be given logon(s) and password(s) and only these authorized persons will be permitted to access **QPTM** on Subscriber's behalf. Subscriber and its employees and agents will not disclose the Subscriber's logon (s) and password(s) to anyone without authority to access **QPTM** for Subscriber. To ensure such confidentiality is not breached, requests from Subscriber's employees or agents for information regarding Subscriber logon(s) and password(s) made subsequent to issuance of the original logon(s) and password(s) may not be honored without receipt by Black Hills of additional authorization from Subscriber. Subscriber shall be responsible for and accepts liability for any security breach that is traced to Subscriber's logon(s) and password(s).

7. **Breach of Security**

Subscriber shall be responsible for the selection, implementation and maintenance of adequate security procedures and policies to ensure that: (a) Subscriber's and its designated individuals' use of the **QPTM** network is secure and is used only for permitted purposes in accordance with this Agreement; and (b) Subscriber's business records and data are protected against improper access, use, loss, alteration or destruction. Subscriber shall be responsible for ensuring that only properly designated individuals are granted access to **QPTM**. Black Hills and Transporter shall have no responsibility to ensure that utilization of **QPTM** by Subscriber's employees is limited to properly designated individuals. Further, Subscriber shall be solely responsible for ensuring that its designated individuals do not present a security risk and shall provide, upon Black Hills' request, any information reasonably necessary for Black Hills to evaluate security issues relating to Subscriber and its designated individuals. Subscriber shall promptly notify Black Hills if there is any indication that a security breach has occurred with regard to Subscriber's logon(s) and password(s). This includes, but is not limited to: (1) loss of confidentiality of logon(s) and password(s); (2) termination of employment of any authorized employee; or (3) loss of authority to access **QPTM** by any authorized employee. Such notification shall be made to Black Hills' Shipper Services Department in Denver, Colorado.

8. **Limitation to Access**

Subscriber may attempt to access only that data for which Subscriber has authorization. Subscriber shall provide supporting legal documentation prior to being given access to data of other subsidiaries, affiliates, or companies for whom it has an agency relationship.

9. **Indemnity**



Subscriber shall indemnify Black Hills and Transporter and hold Black Hills and Transporter harmless for all damages, losses, and liabilities arising out of:

- (a) Subscriber's or its employees' or agents' breach of any of Subscriber's obligations under this Agreement, including but not limited to any breach of confidentiality with respect to the assignment of logon(s) and password(s) to Subscriber's authorized employees and agents and any unauthorized use by a formerly authorized person or by any unauthorized person who gained knowledge of Subscriber's logon(s) and password(s) through no fault of Black Hills and Transporter.
- (b) Any omission or failure by Subscriber's employees or agents to act or perform any duty required by a **QPTM** function; and
- (c) Any action taken by Subscriber, its employees or agents, its former authorized employees and agents or unauthorized persons who gained knowledge of Subscriber's logon(s) and password(s) through no fault of Black Hills and Transporter, which interferes with the proper operation of **QPTM**.

Notwithstanding the foregoing, none of Black Hills, Transporter or Subscriber shall be liable to the others if an unauthorized user gains access to **QPTM** through no fault of Black Hills, Transporter or Subscriber, as applicable.

13. **Limits of Responsibility**

Black Hills shall not be responsible for an omission or failure by Black Hills to act or perform any duty requested by a function accessed via **QPTM** if such omission or failure to act is caused by or related to data lost in the communication of such data from Subscriber's to Black Hills' computer system, power failures, failure to backup systems, or any other event beyond the reasonable control of Black Hills.

14. **Reservation**

Black Hills reserves the right to add, modify or terminate **QPTM** functions or access at any time, in its sole discretion.

15. **Governing Law**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado, notwithstanding any conflicts of laws principles that might require the application of the laws of another jurisdiction.

16. **Regulatory Agencies**

This Agreement is subject to any and all valid and applicable regulations of any regulatory agency having jurisdiction over Black Hills and Transporter or the subject matter hereof.

17. **Injunctive Relief**



Subscriber understands and agrees that violation in any material respect of any of the provisions of this Agreement by Subscriber would cause immediate and irreparable harm to Black Hills and Transporter and that no adequate remedy exists at law, and Black Hills and Transporter shall be entitled to immediate preliminary and other injunctive relief, without any requirement to post bond, against any violation of this Agreement by Subscriber. Injunctive relief shall in no way limit any other remedies available to Black Hills and Transporter.

18. **Assignment**

Subscriber may not assign or transfer its rights under this Agreement without the prior written consent of Black Hills.

19. **No Warranty**

BLACK HILLS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE USE OF **QPTM**. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF THE USE OR INABILITY TO USE **QPTM**. IN PARTICULAR, AND WITHOUT INTENT TO LIMIT THE FOREGOING, BLACK HILLS IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF SUBSCRIBER OR THIRD PARTIES ARISING OUT OF SUBSCRIBER'S USE OF **QPTM**.

20. **Term of Agreement**

This Agreement shall be effective as of the date hereof and shall continue in effect until the end of the calendar month, and month-to-month thereafter until canceled by thirty days prior written notice by either party. Termination of this Agreement shall not, however, affect the respective obligations or rights of the parties arising out of any business transacted through **QPTM** or arising out of the confidentiality provisions of this Agreement. Upon termination, Subscriber agrees to surrender any instruction manuals, disks, or other documentation regarding **QPTM** as furnished by Black Hills to Subscriber, as well as any confidential information of Black Hills in Subscriber's possession.

[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have caused this Access Request Agreement to be signed by their duly authorized representatives.

BLACK HILLS SERVICE COMPANY, LLC

By: _____

Name: _____

Title: _____

Date: _____

SUBSCRIBER: _____

By: _____

Name: _____

Title: _____

Date: _____

(Must be signed by a Representative of Subscriber duly authorized to enter into this agreement on behalf of Subscriber)