

CUSTOMER ACTIVITIES WEBSITE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____ (“Agreement Effective Date”) between **ENOGEX LLC**, hereinafter referred to as "PIPELINE" and _____, hereinafter referred to as "CUSTOMER." PIPELINE and CUSTOMER may be referred to sometimes as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, CUSTOMER may be a Shipper, or acting as Agent for a Shipper, having entered into one or more separate service agreements for the gathering, transportation or other related energy services with PIPELINE or its affiliates, and/or an Operator of existing point(s) on PIPELINE'S and its affiliates' existing pipeline system in the State of Oklahoma (hereinafter referred to collectively as the “Transportation System”), or point(s) of connection between the Transportation System and third party pipeline companies (receiving party or parties);

WHEREAS, CUSTOMER desires to access PIPELINE’S Customer Activities Website (hereinafter referred to as “CAW”) to perform various administrative functions related to services on the Transportation System;

WHEREAS, PIPELINE is willing to allow CUSTOMER such access to the CAW subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Parties hereto covenant and agree as follows:

1. PIPELINE shall make available for use by CUSTOMER the CAW which CUSTOMER may use to perform the following functions:
 - (i) Nominations;
 - (ii) Scheduling;
 - (iii) Operator Confirmations;
 - (iv) Imbalance and Other Reporting;
 - (v) Rate/Offers; and,
 - (vi) Other administrative functions, as may be made available by PIPELINE on the CAW from time to time.

Provided, however, PIPELINE reserves the right to modify or otherwise alter the functions available on the CAW (including the addition or deletion of functions available on the CAW), as well as the configuration and format of the CAW, as it may deem appropriate in its sole discretion. CUSTOMER shall not use the CAW for any purposes other than as expressly authorized herein.

2. PIPELINE shall provide CUSTOMER with access to the CAW via separate log-on identification codes ("LOGON ID") and Passwords for each of CUSTOMER'S respective individuals designated by CUSTOMER. CUSTOMER represents and warrants to PIPELINE that the individuals designated by CUSTOMER for access to the CAW have been duly authorized by CUSTOMER to use the CAW, including performing all of the functions available on the CAW, and accessing CUSTOMER information as PIPELINE may make available on the CAW from time to time. PIPELINE shall have no responsibility to ensure that users of the CAW are in fact authorized to access or use the CAW. PIPELINE shall be entitled to rely upon CUSTOMER'S representation that any and all designated individuals have been duly authorized by CUSTOMER to access and use the CAW on behalf of CUSTOMER. CUSTOMER agrees to be legally bound by all functions performed by CUSTOMER using the CAW.

3. CUSTOMER agrees that only those individuals it authorizes to conduct business shall be allowed to apply for LOGON IDs, Passwords and access to the CAW. Each employee designated by CUSTOMER who will access and utilize the CAW must first complete and return to PIPELINE the currently effective Customer Activities Website Access Authorization Form ("User Form"), attached hereto as Exhibit "A". Both Parties agree that each User Form as submitted from time to time will be incorporated into and become a part of this Agreement. CUSTOMER shall maintain the LOGON IDs and Passwords in strict confidence and shall not disclose LOGON IDs or Passwords to others. CUSTOMER agrees to take all necessary precautions to ensure that no other party, except its authorized employees, shall utilize the LOGON ID, and/or Passwords.

4. It shall be CUSTOMER'S sole responsibility to designate and control which individuals shall have access to the CAW, and for what period of time such individuals shall have access to the CAW, or to terminate any individuals' access to the CAW. CUSTOMER shall be solely responsible for any and all unauthorized or otherwise improper access or use of the CAW, including without limitation, the unauthorized use of LOGON IDs or Passwords, by authorized individuals who subsequently are no longer employed or under the control of CUSTOMER. PIPELINE

reserves the right to immediately terminate CUSTOMER'S access to and use of the CAW upon determining unauthorized or improper use of the CAW by CUSTOMER.

5. It is the responsibility of CUSTOMER to verify any data they input into the CAW in order to ensure that CUSTOMER'S information has been correctly transmitted and received by PIPELINE. Any discrepancy discovered or which should have been discovered by CUSTOMER prior to gas flow shall be the responsibility of the CUSTOMER. CUSTOMER acknowledges that PIPELINE may continue to maintain alternative methods of performing the functions that may be conducted on the CAW, and in the event the CAW is unavailable for any reason, CUSTOMER agrees to use one of the alternative methods prescribed by the PIPELINE.

6. Both parties agree that the CAW is proprietary in nature, and that PIPELINE retains all rights of ownership in the CAW and all output therefrom. Use of the CAW is a service for the convenience of CUSTOMER. ACCORDINGLY, CUSTOMER'S ACCESS TO AND USE OF THE CAW IS AT CUSTOMER'S SOLE RISK, AND PIPELINE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE INFORMATION AVAILABLE ON THE CAW, OR ACCESS TO OR USE OF THE CAW. CUSTOMER ACKNOWLEDGES THAT ACCESS TO AND USE OF THE CAW IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. CUSTOMER agrees PIPELINE shall have no liability whatsoever, whether in contract or tort, for any losses sustained as a result of failures or deficiencies in the CAW. Additionally, PIPELINE shall not be liable for any incidental, consequential, special or punitive damages arising out of or in connection with the delivery, use or performance of the CAW. PIPELINE shall not be responsible for any damages whatsoever relating to damage to CUSTOMER'S computer software or hardware, loss of data, or any claims arising out of CUSTOMER'S use, improper use, unauthorized access or inability to access the CAW. CUSTOMER hereby agrees to hold harmless and indemnify PIPELINE from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by PIPELINE) based upon, arising out of or resulting from CUSTOMER'S access to or use of the CAW, unless directly caused by PIPELINE'S gross negligence or willful misconduct.

8. CUSTOMER'S performance of functions on the CAW shall be subject to CUSTOMER'S respective service agreement(s) on the Transportation System, including without limitation, the terms and provisions of the applicable Statement of

Operating Conditions (“Statement of Conditions”), as may be amended from time to time. Electronic access to the Statement of Conditions in effect is available for review at www.enogex.com.

9. Either Party shall have the right to terminate this Agreement upon providing the other Party with at least five (5) business days prior written notice, specifying a termination date. Upon the termination date, CUSTOMER shall immediately cease all use of the CAW.

10. Any notice, request, demand or statement provided for under this Agreement shall be in writing and delivered to the Party at the addresses or facsimile numbers set forth below. Notice shall be deemed given when physically delivered to the other Party in person, when transmitted to the other Party by confirmed facsimile transmission, or four business days after deposit in the U.S. Mail, postage prepaid.

PIPELINE:

Enogex LLC
P.O. Box 24300
Oklahoma City, OK 73124-0300
Attn: Customer Care
Fax: #405/557-7904

CUSTOMER:

Attn: _____
Fax: #_____

Either Party may change its address or facsimile number by providing the other Party with notice thereof in accordance with the above.

11. This Agreement constitutes the entirety of the understanding between CUSTOMER and PIPELINE with respect to the subject matter addressed herein, and shall supersede and cancel any prior understandings or agreements, either written or verbal, relative to the subject matter of this Agreement. Provided, however, this Agreement shall not be deemed to modify or amend any service agreement between CUSTOMER and PIPELINE or its affiliates for services on the Transportation System.

12. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Oklahoma, excluding any conflict of law principle that might refer such interpretation and performance to the laws of another jurisdiction. With respect to any cause of action associated directly or indirectly with the terms and conditions of this Agreement, the Parties agree and consent to the exclusive jurisdiction of the State of Oklahoma, and acknowledge proper venue to be in either state or federal court located in Oklahoma County, Oklahoma, and hereby waive any defenses or objections thereto.

13. This Agreement may not be modified absent a written agreement executed by both Parties.

14. This Agreement is personal to CUSTOMER and may not be assigned, licensed or transferred by CUSTOMER without PIPELINE'S prior written consent.

15. Neither Party shall disclose the terms of this Agreement to a third party (other than the Party's and its affiliates' officers, directors, employees and agents who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation, or exchange rule; provided, that each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure and use reasonable efforts to prevent or limit any disclosure. Such confidentiality obligations shall terminate one year after termination of this Agreement.

IN WITNESS WHEREOF, CUSTOMER hereby agrees to the terms and conditions of this Agreement, without modification, as of the day and year first above written.

CUSTOMER:

Name: _____

Title: _____