

**OKLAHOMA NATURAL GAS COMPANY,  
a division of ONEOK, Inc.**

**BULLETIN BOARD ACCESS AGREEMENT**

This Bulletin Board Agreement (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Oklahoma Natural Gas Company, a division of ONEOK, Inc., an Oklahoma Corporation, located at 100 West 5<sup>th</sup> Street, Tulsa, OK 74103, hereafter referred to as "Oklahoma Natural" and \_\_\_\_\_, located at \_\_\_\_\_ hereafter referred to as "Subscriber".

In consideration of the premises and of the mutual covenants herein contained, Oklahoma Natural and Subscriber agree as follows:

A. Services

1. Subscriber will be assigned by Oklahoma Natural a unique User identification code (User ID) and a password (Password) in order to obtain access to information in the non-public areas of Oklahoma Natural's World Wide Web Site (such site and the operating systems and software upon which the site is based are herein referred to as the Bulletin Board) at <http://noms.ong.com>.

Subscriber will have access to Oklahoma Natural's on-line nomination facility, which will allow Subscriber to submit service nominations to Oklahoma Natural. Subscriber may view previously submitted nominations and amend or copy those nominations before resubmitting them to Oklahoma Natural.

Oklahoma Natural may, at its discretion, modify or discontinue any features or functions of its Web Site at any time without notice and without any liability to Subscriber.

2. The following minimum requirements are necessary for access to the Oklahoma Natural Web Site:
  - +Connection to the Internet.
  - +Microsoft Internet Explorer 4.0 (or greater)

## B. Terms and Conditions

1. Access to the Bulletin Board shall be limited to those Subscriber personnel who have been duly authorized by the Subscriber as indicated in Appendix A (Authorized Personnel). Subscriber warrants and represents that all Authorized Personnel are, or if employed after the date hereof will be employees or personnel under direct supervision of Subscriber; that only Authorized Personnel are given access to the Bulletin Board, Subscriber's User ID(s) and Password(s); that all Authorized Personnel 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 Personnel have agreed, or if employed after the date hereof, will agree as part of their employment with Subscriber, to comply with the terms and conditions of this Agreement relating to use of the Bulletin Board, User ID(s), Password(s) and confidentiality provisions. Subscriber is responsible for all transactions submitted via the Bulletin Board to Oklahoma Natural and releases Oklahoma Natural and/or its affiliates from any and all liability for unauthorized access to the Bulletin Board or the unauthorized transacting of business on behalf of the Subscriber via the Bulletin Board by any person or persons using the Subscriber's account(s), User ID(s) and/or Password(s) unless such unauthorized access or unauthorized transacting of business is attributable to a failure in the access security provided by Oklahoma Natural. Subscriber further agrees to defend, indemnify and hold Oklahoma Natural and/or its affiliates and its officers, directors, employees, agents and representatives harmless from any and all liability, damages, costs, expenses and fees arising with respect to any unauthorized access to the Bulletin Board by any person or persons using the Subscriber's account(s), User ID(s) and/or Password(s) unless such unauthorized access is attributable to a failure in the access security provided by Oklahoma Natural.
2. Subscriber shall not disclose to persons other than Authorized Personnel, and shall otherwise keep completely confidential, all User ID(s) and Password(s) associated with the Bulletin Board. Appendix B (Third Party Representative) shall be used when a Subscriber desires to have a third party represent the Subscriber to transact business on the Bulletin Board on behalf of the Subscriber. All stated terms and conditions of this Agreement shall apply to such third parties and the Subscriber shall cause such third parties to agree to the terms and conditions stated herein prior to the time such third party begins use of the Bulletin Board.
3. Subscriber may download, store, manipulate, analyze, reformat, print and utilize the information obtained from the Bulletin Board for its own uses relating only to transacting business with Oklahoma Natural and/or its affiliates. The information obtained from the Bulletin Board may not be resold or otherwise commercially exploited or used for any purpose other than transacting business with Oklahoma Natural without the express written consent of Oklahoma Natural.

4. Access to the Bulletin Board is granted only to the Subscriber and its assigned Authorized Personnel. The information obtained from the Bulletin Board may not be resold in part or in whole or otherwise used for profit or used for any purpose other than transacting business with Oklahoma Natural without the express written consent of Oklahoma Natural.
5. Except for the restricted right to utilize the Bulletin Board provided herein, Subscriber is granted no rights to or under the Bulletin Board. Subscriber shall not copy the Bulletin Board or use the Bulletin Board to prepare derivative works. Subscriber shall properly utilize the Bulletin Board in accordance with Oklahoma Natural's instructions, shall make no effort to improperly access the Bulletin Board or the nomination network or the computers or software on which the Bulletin Board is operating, and shall make no effort to reverse-engineer the Bulletin Board. Subscriber agrees to hold any information learned from the Bulletin Board (except that relating to Subscriber's business) in confidence during the term of this Agreement and for one (1) year following termination of this Agreement. Subscriber agrees to take all reasonable steps to ensure that the restricted use and confidentiality provisions of this Agreement are strictly adhered to by Subscriber, the Authorized Personnel and its employees.
6. It is Subscriber's responsibility to check the daily schedule, which shall be available prior to gas flowing, to assure that Subscriber's nominations have been correctly transmitted and received by Oklahoma Natural. Any discrepancy discovered or which would have been discovered by Subscriber's review of the daily schedule shall be the reporting responsibility of Subscriber prior to gas flow. It is Subscriber's responsibility to check any data input by Subscriber. Any discrepancy discovered or which would have been discovered by Subscriber's review shall be the responsibility of Subscriber. Subscriber acknowledges that Oklahoma Natural continues to maintain alternative methods of communicating gas nominations and is aware of those methods; in the event the Bulletin Board is not accessible for any reason, Subscriber agrees to utilize one of the alternative methods of communicating with the Oklahoma Natural.
7. Unauthorized access by Subscriber to restricted portions of the Bulletin Board are a breach of this Agreement and shall be grounds for immediate termination of the Agreement by Oklahoma Natural. Subscriber further agrees to defend, indemnify and hold Oklahoma Natural and/or its affiliates and its officers, directors, employees, agents and representatives harmless from any and all liability, damages, costs, expenses and fees arising with respect to any unauthorized access to restricted portions of the Bulletin Board by any person or persons using the Subscriber's account, User ID(s) and/or Password(s). In addition, Oklahoma Natural may exercise whatever remedies and/or damages available to Oklahoma Natural and/or its affiliates.

8. Oklahoma Natural shall have no liability to Subscriber or any other party for damages caused or allegedly caused by failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communication and line failure, or unauthorized access to or alteration of or use of the Bulletin Board, whether for breach of contract, tortious behavior, negligence or under any other cause or action. Neither party hereunder shall be liable to the other or any other party for any direct, consequential, punitive, special or other damages arising in any way from this Agreement or from any errors, omissions, loss, inaccuracies or the availability of the information regardless of the form of the action, whether in contract or tort.
9. Oklahoma Natural expressly disclaims any and all warranties, including, without limitation, any warranties as to the availability, accuracy or content of information located on the Bulletin Board and any warranties of merchantability or fitness for a particular purpose.
10. Oklahoma Natural shall have the right, upon prior written notice, to enter during normal business hours Subscriber' s offices and any other premises of Subscriber to audit Subscriber' s use of the Bulletin Board and confidential information and to verify compliance with this Agreement. Subscriber shall cooperate with Oklahoma Natural in the audit.
11. Upon written request of Oklahoma Natural no more than bi-annually, Subscriber shall provide Oklahoma Natural a certificate in the form attached hereto as Exhibit A, signed by an officer of Subscriber.
12. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Oklahoma without recourse to the law regarding the conflict of laws. The parties agree and consent that the State of Oklahoma will be the exclusive venue of any legal proceeding concerning this Agreement.
13. Both Subscriber and Oklahoma Natural shall have the right to terminate this Agreement at any time for any reason whatsoever, with or without cause and upon doing so, Oklahoma Natural shall have the right to invalidate Subscriber' s User ID(s) and Password(s) and prohibit Subscriber' s access to the Bulletin Board. Oklahoma Natural shall have the right to modify or terminate the Bulletin Board and/or Subscriber' s right to use the Bulletin Board at any time. Oklahoma Natural also reserves the right to invalidate User ID(s) and Password(s) for cause and shall provide reasonable notice of such invalidation. Upon termination of this Agreement or upon request by Oklahoma Natural, Subscriber shall thereafter immediately cease all use of and access to the Bulletin Board.

This Agreement is entered into by the duly authorized representatives of Oklahoma Natural and Subscriber whose signatures appear below.

Oklahoma Natural Gas Company,  
a division of ONEOK, Inc.

Subscriber: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# Appendix A

## Authorized Personnel

The following Personnel are authorized to utilize the Oklahoma Natural Bulletin Board on behalf of Subscriber:

| Name | Title | Phone | E-Mail Address |
|------|-------|-------|----------------|
|      |       |       |                |
|      |       |       |                |
|      |       |       |                |
|      |       |       |                |

## 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 Subscriber 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 Subscriber and agrees to comply with terms and conditions of the Agreement as it relates to all of its activities in using Bulletin Board.

Third Party Information:

Company Name:

Address:

City, State, Zip:

Fed Tax ID:

Representative Name:

Accepted By:

Phone:

Fax:

Duns Number:

Signature:

Date:

In the event of a change in Third Party representation, the System Subscriber shall properly notify Oklahoma Natural Gas in a timely fashion and resubmit Appendix B with new information as needed. The new representative shall not be authorized to access the Bulletin Board unless ONG has received this Appendix B as signed by the new representative agreeing to the provisions set forth above and in the Agreement.

**EXHIBIT A**

Oklahoma Natural Gas Company  
a division of ONEOK, Inc.  
P.O. Box 871  
Tulsa, OK 74102

Re: Officer' s Certificate

This letter is in response to the request of Oklahoma Natural Gas Company, a division of ONEOK, Inc. (“Oklahoma Natural”) for a certificate from an officer of \_\_\_\_\_ (“Subscriber”), pursuant to the Bulletin Board Access Agreement, dated \_\_\_\_\_, 2008, between Subscriber and Oklahoma Natural (the “Agreement”).

1. Subscriber acknowledges that:

“Authorized Personnel” means those Authorized Personnel (as defined in the Agreement) of Subscriber who are authorized by Subscriber to use the Bulletin Board or any part thereof in compliance with the Agreement, provided such Authorized Personnel have agreed to be bound by the terms of the Agreement.

2. The undersigned duly appointed officer of Subscriber, hereby certifies that after a reasonable investigation conducted by Subscriber and to the best of Subscriber' 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 Bulletin Board, is one of the Authorized Personnel as defined in the Agreement.

2.2 Subscriber 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 Subscriber and is authorized to execute this certification on behalf of Subscriber.

Sincerely,

Company: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_