

## **TERMS OF USE - LINK® Customer Interface System**

### 1.1. System Description

1.1.1. Ozark Gas Gathering, LLC (“Ozark”) provides for interactive electronic communications with its Customers and other parties through the LINK® Customer Interface System (hereinafter called the “LINK® System”). The LINK® System shall be available on a nondiscriminatory basis to any party (such party is referred to herein as the “LINK® System Subscriber”), provided that such party (i) has executed, electronically via the LINK system, a LINK® System Agreement, (ii) has established its business entity in the LINK® System by submitting Contact Information pursuant to Section 1.4.1 below, and (iii) has designated a Local Security Administrator pursuant to Section 1.3 below. A party to a LINK® System Agreement is responsible for ensuring that the individual executing such agreement on its behalf has the appropriate authority. Use of the LINK® System by such individual is acknowledgement of that authority. Ozark shall not be responsible for verifying the authority of an individual to execute a LINK® System Agreement on behalf of a party. By accessing the LINK® System, LINK® System Subscriber agrees to comply with the procedures for access to and use of the LINK® System as set forth in this Section. Ozark reserves the right to implement enhancements to the LINK® System at its sole discretion; provided however, all such enhancements when fully operational shall be available to all LINK® System Subscribers. Ozark will exercise due diligence to ensure the LINK® System operates correctly and will provide timely and non-discriminatory access to online LINK® System help features and to any information available on the LINK® System that LINK® System Subscriber is entitled to access.

1.1.2. The LINK® System provides on-line help, a search function that permits a LINK® System Subscriber to locate information concerning a specific transaction, and menus that permit LINK® System Subscribers to separately access the information posted by Ozark on the LINK® System. The LINK® System will permit a LINK® System Subscriber to electronically download information on transactions from the LINK® System and to separate extremely large documents into smaller files prior to such download. Ozark shall maintain and retain daily backup records of the information displayed on the LINK® System and the web site for three years and shall permit LINK® System Subscriber to review those records upon request. Completed transactions will remain on the LINK® System for at least ninety days after completion and will then be archived. Archived information will be made available by Ozark if possible within two weeks after receipt of a Shipper's request for such information. Information on the most recent entries will appear ahead of older information.

1.1.3. LINK® System Subscriber shall utilize the LINK® System for purposes of:

1.1.3. 1. requesting service from Ozark;

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- 1.1.3.2. executing, tracking and amending Contracts between Shipper and Ozark;
  - 1.1.3.3. providing nominations and viewing allocations and operational imbalances as a Shipper of Ozark;
  - 1.1.3.4. viewing and downloading operational data;
  - 1.1.3.5. such other functions as may be available on the LINK® System from time to time.
- 1.2. Information. The LINK® System and the web site shall provide the best available information about imbalances on a daily basis. The LINK® System and the web site also include information Ozark chooses to post in furtherance of the operation of its system.
- 1.3. Local Security Administrators
- 1.3.1. LINK® System Subscriber shall designate one or more persons to perform certain security functions on the LINK® System (“Local Security Administrator”) by submitting for each such person the Local Security Administrator Designation information via the LINK® System using the applicable on-line form, as such form is amended from time to time in the LINK® System. LINK® System Subscriber shall update Local Security Administrator Designation information via the LINK® System as such information changes. The Local Security Administrator shall, via the LINK® System, be responsible for (1) identifying those persons who are duly authorized by LINK® System Subscriber to use the LINK® System to perform one or more of the functions available on the LINK® System (“LINK® System User”); (2) providing LINK® System Users with individualized USERIDs and passwords; (3) maintaining LINK® System Users’ account information; (4) adding and terminating LINK® System Users immediately upon a change in status requiring such addition or termination; (5) creating and modifying security rights for LINK® System Users; (6) approving or terminating Designation of Affiliated Companies information and Designation of Agency information pursuant to Sections 1.5 and 1.6, respectively; and (7) ensuring that USERIDs are used only as appropriate and as contemplated by this Statement and the LINK® System Agreement.
  - 1.3.2. Ozark shall be entitled to rely upon the representation of the LINK® System Subscriber’s Local Security Administrator that the LINK® System User(s) identified by Local Security Administrator may (i) transmit information to Ozark; (ii) view information posted on the LINK® System; and/or (iii) perform the LINK® System contracting function in accordance with the security rights granted by Local Security Administrator.

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### 1.4. Authorized Use of LINK® System; Confidentiality

- 1.4.1. LINK® System Subscriber shall submit Contact Information to Ozark via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System. In addition, LINK® System Subscriber shall be required to submit updated Contact Information to Ozark via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Ozark.
- 1.4.2. LINK® System Subscriber shall not disclose to persons other than Local Security Administrator and LINK® System Users that are employed by LINK® System Subscriber, or properly designated affiliates or agents of LINK® System Subscriber, and shall otherwise keep confidential, all USERIDs and passwords issued by Local Security Administrator. In addition, LINK® System Subscriber shall cause Local Security Administrator and LINK® System User(s) to refrain from disclosing to any other person, whether or not employed by LINK® System Subscriber, and shall otherwise keep confidential, the individualized USERID and password issued to each such LINK® System User.
- 1.4.3. LINK® System Subscriber shall be solely responsible for any unauthorized or otherwise improper use of USERIDs and passwords issued by or for its Local Security Administrator, including, but not limited to, the use of such USERIDs and passwords by LINK® System Users who are not within LINK® System Subscriber's employment or control.
- 1.4.4. Ozark reserves the right to disable for due cause any USERID issued to any LINK® System User. Ozark shall provide notice to LINK® System Subscriber, LINK® System User and/or Local Security Administrator, as applicable, at the time that the USERID is disabled by Ozark. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Ozark will disable any USERID that has not been used to access the LINK® System for fifteen (15) consecutive months.
- 1.4.5. LINK® System Subscriber shall immediately notify Ozark of the desire to delete a Local Security Administrator of LINK® System Subscriber by (i) e-mail to link-help@spectraenergy.com, or (ii) the submission via the LINK® System using the applicable on-line form of revised Local Security Administrator Designation information for such Local Security Administrator indicating the desire for termination. Such revised information shall supersede in its entirety any Local Security Administrator Designation information previously submitted to Ozark for such Local Security Administrator. LINK® System Subscriber shall be

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solely responsible for any unauthorized actions of Local Security Administrator due to LINK® System Subscriber's failure to so notify Ozark of the need to delete such Local Security Administrator or failure to submit via the LINK® System the applicable on-line form.

1.4.6. Ozark warrants that, without the express consent of LINK® System Subscriber or as otherwise provided in this Statement, no Ozark employee or agent will disclose to any third party any non-public information regarding research performed through the use of the LINK® System by LINK® System Subscriber.

### 1.5. LINK® System Subscriber; Affiliated Companies

1.5.1. If LINK® System Subscriber belongs to a group of affiliated companies and requires LINK® System access on behalf of one or more of said affiliates, LINK® System Subscriber (i) shall, or shall cause one of the affiliates of LINK® System Subscriber to, submit to Ozark via the LINK® System the Designation of Affiliated Companies information, and (ii) shall cause all other parties included in the affiliation to approve the Designation of Affiliated Companies information via the LINK® System. The Designation of Affiliated Companies information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the Designation of Affiliated Companies information.

1.5.2. When Designation of Affiliated Companies information changes, the LINK® System Subscriber shall cause revised Designation of Affiliated Companies information to be submitted and approved pursuant to Section 1.5.1 above. Such revised information shall supersede in its entirety any Designation of Affiliated Companies information previously submitted to Ozark. LINK® System Subscriber warrants that access consistent with any Designation of Affiliated Companies information submitted and approved by LINK® System Subscriber and its affiliates in accordance with Section 1.5.1 above is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Ozark reserves the right to reject such Designation of Affiliated Companies information if it determines that granting such designation would violate any contractual, legal, or regulatory responsibility of Ozark.

1.5.3. In order for LINK® System Users of LINK® System Subscriber to access the LINK® System on behalf of LINK® System Subscriber's affiliates designated pursuant Section 1.5.1 above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber must meet the requirements of a LINK® System Subscriber set forth in

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Section 1.1.1 of this Statement.

1.5.4. It is the obligation of the LINK® System Subscriber to notify Ozark via the LINK® System when a company affiliation terminates, either by (i) submitting a request to terminate a company affiliation via the applicable on-line form, as such form is updated from time to time in the LINK® System, or (ii) submitting and approving superseding Designation of Affiliated Companies information in accordance with Section 1.5.1. An affiliate may request a termination of the company affiliation by submitting such request via the LINK® System. A request to terminate a company affiliation will be processed by Ozark without consent from the non-requesting party.

### 1.6. LINK® System Subscriber; Agency

1.6.1. If LINK® System Subscriber desires to designate one or more persons or entities to act as an agent on behalf of LINK® System Subscriber (“Agent”), then for each such Agent, the LINK® System Subscriber (i) shall, or shall cause the Agent to, submit to Ozark via the LINK® System the Designation of Agency information specifying the rights granted to the Agent and (ii) shall cause the other party to the agency relationship to approve the Designation of Agency information. The Designation of Agency information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party’s approval of the information. Ozark may require that LINK® System Subscriber provide additional documentation to confirm that LINK® System Subscriber desires Agent to act on its behalf.

1.6.2. In order for LINK® System Users of an Agent designated pursuant to Section 22.6.1 above to access the LINK® System on behalf of LINK® System Subscriber, such Agent must meet the requirements of a LINK® System Subscriber set forth in Section 1.1.1.

1.6.3. Ozark may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 1.6.1 above. Ozark may fully rely upon all communications received from and direction given by Agent with respect to all actions indicated in the approved Designation of Agency information for which Agent is authorized to act on behalf of LINK® System Subscriber. Ozark may grant Agent access to LINK® System Subscriber's data contained in the LINK® System as necessary to perform the functions identified in the approved Designation of Agency information. LINK® System Subscriber will defend, indemnify and hold harmless Ozark from and against any and all claims, demands, liabilities and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that

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may be asserted against or imposed upon Ozark by any party associated with Ozark's reliance on Designation of Agency information provided pursuant to this Section 22.6.

- 1.6.4. The rights specified in the approved Designation of Agency information having the latest commencement date shall supersede all prior rights granted by LINK® System Subscriber to Agent. In no event can an agency right granted to one Agent be simultaneously granted to another Agent. It is the obligation of the LINK® System Subscriber to notify Ozark when an agency relationship changes or terminates, either by (i) specifying a termination date in the approved Designation of Agency information, (ii) submitting a request to terminate an agency relationship via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, or (iii) submitting and approving superseding Designation of Agency information in accordance with Section 1.6.1. The Agent may request a termination of the agency relationship by submitting such request via the LINK® System. A request to terminate an agency relationship will be processed by Ozark without consent from the non-requesting party.
- 1.6.5. LINK® System Subscriber and Agent must re-approve existing Designation of Agency information via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, on an annual basis. If, during this annual re-approval process, either the LINK® System Subscriber or the Agent desires a change to the Designation of Agency information, new Designation of Agency information must be submitted and approved in accordance with Section 22.6.1 above. Ozark shall remove the security rights granted to all LINK® System Users of Agent pertaining to access granted by LINK® System Subscriber pursuant to the Designation of Agency information if LINK® System Subscriber and Agent do not re-approve the existing Designation of Agency information or submit and approve updated Designation of Agency information on an annual basis.
- 1.6.6. Agent is authorized to act on behalf of LINK® System Subscriber under any or all of LINK® System Subscriber's Contracts with Ozark as such Contracts are effective from time to time, or with respect to any or all meter locations as available from time to time, respectively, as specified in the Designation of Agency information, until LINK® System Subscriber properly notifies Ozark that the agency relationship is terminated or superseded in accordance with Section 22.6.4 above. The designation of an Agent by a LINK® System Subscriber does not provide for an assignment of the rights and obligations of any Contract between Ozark and LINK® System Subscriber.

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### 1.7. Liability

1.7.1. Ozark shall not be liable to LINK® System Subscriber nor any other party in damages for any act, omission or circumstance related to the LINK® System occasioned by or in consequence of an event of Force Majeure as defined in the Gathering Service Agreement, that is not within the control of Ozark and which by the exercise of due diligence Ozark is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by Ozark and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Ozark based on Shipper conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the LINK® System.

1.7.2. LINK® System Subscriber shall defend, indemnify and hold harmless Ozark from and against any and all claims, demands and/or actions, and any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Ozark by any party as a result of the unauthorized or otherwise improper use of any USERID and/or password issued to or by LINK® System Subscriber and/or Local Security Administrator or any other unauthorized or improper use of the LINK® System by any LINK® System User or LINK® System Subscriber unless such improper use is the result of Ozark's negligence or willful misconduct, including, but not limited to, distribution of USERIDs or passwords to persons that are not employed by, or agents or affiliates of, LINK® System Subscriber.

1.8. Electronic Mail (E-mail) Notification. For system-wide notices of general applicability, any provisions of this Statement requiring that these matters be written or in writing are satisfied by Ozark utilizing electronic transmission through the LINK® System in accordance with the procedures for utilization of the LINK® System. Critical system-wide notices will be in a separate category from notices that are not critical. Ozark will use electronic mail (e-mail) in order to facilitate certain notifications to Shippers. Shipper shall provide Ozark with at least one e-mail address to which these notifications can be sent, and shall be responsible for updating such information as necessary. Ozark shall provide such notifications via e-mail communication to those Shippers that have provided such e-mail address information and have requested, via the LINK® System, e-mail notification of critical notices issued by Ozark. Shipper shall be responsible for providing accurate e-mail notification information to Ozark, including timely updates to such information as necessary. All other provisions, including Contract-specific notices, requiring items or information to be written or in writing remain unchanged unless otherwise agreed by Ozark and Shipper.

1.9. Rights to LINK® System. Ozark or an affiliate of Ozark is the exclusive

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proprietor of the programming that generates the LINK® System and of all the copyrights and proprietary interests therein, except insofar as any third party (whose materials are made available in the files of the LINK® System under license to Ozark or an affiliate of Ozark) possesses a copyright or proprietary interest in such materials, but not of the files of and the information displayed on the LINK® System. A LINK® System Subscriber will not by virtue of these TERMS OF USE, the executed LINK® System Agreement acquire any proprietary interests in the programming that generates the LINK® System. As part of Ozark's continuing development of the LINK® System, third parties may desire to acquire rights to certain parts of the programming. Ozark will attempt to accommodate, when appropriate, requests by LINK® System Subscribers to license these rights for use in the LINK® System.