

TALLGRASS CONNECT ACCESS AGREEMENT

For

Tallgrass Interstate Gas Transmission, LLC

Trailblazer Pipeline Company LLC

Rockies Express Pipeline LLC

Ruby Pipeline LLC

East Cheyenne Gas Storage, LLC

Cheyenne Connector LLC

This Agreement is entered into as of this _____ day of _____, _____ by and between Tallgrass Interstate Gas Transmission, LLC, Trailblazer Pipeline Company LLC, Rockies Express Pipeline LLC, Ruby Pipeline LLC, East Cheyenne Gas Storage LLC, and Cheyenne Connector LLC acting individually, but collectively referred to as "the Transporters", and _____ ("Subscriber"), _____ DUNS Number.

Transporters and Subscriber may be referred to herein individually as a "Party" or together as "Parties."

WHEREAS, the Parties understand that the Transporters have developed proprietary computer software programs to facilitate capacity release, capacity allocation, nominations, confirmations, imbalance trading, billing, notifications, and reporting on the Tallgrass Pipeline Management System; and

WHEREAS, Subscriber desires to access Tallgrass' Pipeline Management System for information contained on the Tallgrass Pipeline Management System and/or to utilize the functions available on the Tallgrass Pipeline Management System pertaining to one or more of the Transporters even though Subscriber may not have entered into a transportation agreement with one or more of the individual Transporters.

NOW THEREFORE, the Transporters and Subscriber agree as follows:

1. The Transporters agree to provide Subscriber access to the Tallgrass Pipeline Management System in accordance with the respective applicable provisions of the Transporters' FERC Gas Tariffs pertaining to the interactive website, as such provisions may change from time to time. Subscriber agrees that it is bound by the respective applicable provisions of the Transporters' FERC Gas Tariffs pertaining to the Tallgrass Pipeline Management System, as those applicable provisions may change from time to time. Nothing herein shall be deemed to limit Subscriber's right to intervene in any FERC proceeding or to oppose any proposed change by one of the Transporters to its FERC Gas Tariff pertaining to the Tallgrass Pipeline Management System.
2. This Agreement shall be effective as of the first date stated above and shall continue in effect until the end of the calendar month, and then month-to-month thereafter until canceled by thirty days prior written notice. In the event one or more, but not all, of the Transporters provide(s) notice of cancellation to Subscriber, or Subscriber provides notice of cancellation to one or more, but not all of the Transporters, this Agreement shall continue in effect as between Subscriber and each of the remaining Transporters that did not provide or was not given notice of cancellation until such time as written notice of cancellation is provided as specified herein.
3. By accessing the Tallgrass Pipeline Management System, Subscriber, on behalf of itself and its employees and agents and affiliates, agrees to be bound by all of the terms and conditions of this Agreement, including the Transporters' Gas Tariffs on file with the Federal Energy Regulatory Commission, which are deemed, incorporated into this Agreement by this reference as applicable. All access to and use of the Tallgrass Pipeline Management System and its contents shall be governed by this Agreement, including each of the Transporter's Tariffs as applicable.
4. Subject to compliance with the terms and conditions of this Agreement, Transporters grant to Subscriber, and Subscriber accepts from Transporters, a limited, non-exclusive, nontransferable license, during the term of this Agreement, restricted to named, authorized users to access designated portions of the Tallgrass Pipeline Management System solely for Subscriber's own internal transportation and storage business transactions on Transporters' pipelines. Transporters reserve the right to determine what portion of the Tallgrass Pipeline Management System shall be made available to Subscriber and authorized users. Subscriber's use of the Tallgrass Pipeline Management System may be monitored and recorded. In the event that Transporters conclude (in their sole discretion) that Subscriber's activity presents a danger of any kind (including but not limited to system integrity, privacy, or functionality) to the Tallgrass Pipeline Management System or any of the Transporters' pipelines, Transporters may without notice terminate or suspend Subscriber's account or individual user access for as long as is necessary to investigate and resolve any threats to the Tallgrass Pipeline Management System or any of the Transporters' pipelines.

5. Subscriber shall not sublicense, sell, transfer, publish, disclose, display, or otherwise make available any part of the Tallgrass Pipeline Management System or its contents to any third party. Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or make derivative works arising out of, related to, or in connection with the Tallgrass Pipeline Management System.
6. Subscriber shall not delete, remove, modify, or obscure any copyright, trademark, trade name, or other proprietary notices displayed on the Tallgrass Pipeline Management System, and shall not allow any third party to take any such action.
7. Transporters or their third party licensors solely and exclusively own all right, title, and interest in and to the Tallgrass Pipeline Management System and its contents, including all patents, copyrights, trade secrets, trademarks, and other intellectual property therein.
8. Subscriber expressly acknowledges that by accessing the Tallgrass Pipeline Management System it may be made aware of proprietary and confidential property of Transporters and/or Tallgrass Energy Partners, their affiliates, or its licensors, including without limitation customers, services, products, processes, operations, the location of pipeline facilities, present and contemplated activities, as well as logon, password, or other controlled access information (collectively "Confidential Information"). Subscriber shall protect the Confidential Information with at least the same degree of care it uses to protect its own confidential information, but not less than a reasonable degree of care. Subscriber shall use the Confidential Information only for the purposes stated in this Agreement. Subscriber shall not disclose the Confidential Information to any third party, except on a confidential basis to its employees, agents, or affiliates whose access is required to carry out the purposes of this Agreement, who have been advised of the confidential nature of the information, and who are each bound by an obligation of confidentiality, enforceable by Subscriber, to protect the Confidential Information. The confidentiality obligations of this paragraph shall not apply to any information that is:
 - a. generally available to the public through no act of Subscriber;
 - b. independently developed by Subscriber without use of or reference to the Confidential Information;
 - c. lawfully received from a third party without breach of this Agreement; or
 - d. disclosed pursuant to law, judicial order, or government regulation so long as Subscriber promptly notifies Transporters prior to disclosure to provide Transporters with time to take actions necessary to protect their interests.

**TALLGRASS INTERSTATE GAS TRANSMISSION, LLC
TRAILBLAZER PIPELINE COMPANY LLC
ROCKIES EXPRESS PIPELINE LLC
RUBY PIPELINE LLC
CHEYENNE CONNECTOR LLC
EAST CHEYENNE GAS STORAGE, LLC**

By:
Name:
Title:

SUBSCRIBER

By:
Name:
Title: (Must be signed by Officer or Attorney-in-Fact)