

TALLGRASS ACCESS AGREEMENT
For
Tallgrass Interstate Gas Transmission, LLC
Trailblazer Pipeline Company LLC
Rockies Express Pipeline LLC
Cheyenne Connector LLC

This Access Agreement ("Agreement") is entered into as of this _____ day of _____, 2020, ("Effective Date") by and between, Cheyenne Connector LLC, Tallgrass Interstate Gas Transmission, LLC, Trailblazer Pipeline Company LLC, and/or Rockies Express Pipeline LLC ("**Transporter**," "**Transporters**" and/or "**Transporter(s)**"), and: _____ ("**Customer**"),

_____ DUNS Number.

(Transporter(s) and Customer may be referred to herein individually as a "Party" or together as "Parties")

WHEREAS, the Parties understand that Transporter(s) utilize an electronic customer interface platform ("Tallgrass Pipeline Management System" or "System") to communicate and interact with its customers; and,

WHEREAS, Customer desires to access the System in order to obtain information and/or to utilize various functions within the System, such as reviewing and/or executing various contracts relating to capacity release, capacity allocation, nominations, confirmations, imbalance trading, billing, notifications, and reporting; and

WHEREAS, Transporter(s) is willing to grant Customer such access to the System in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, Transporter(s) and Customer agree as follows:

1. Transporter(s) agrees to provide Customer access to and use of the System in accordance with this Agreement, as well as the terms and provisions of Transporter(s)' User Security Request ("Security Request") and the Transporter(s)' FERC Gas Tariff(s) (as may change from time to time), which are each deemed incorporated into this Agreement. Customer, on behalf of itself, its employees, authorized users, agents and affiliates, agrees to be bound by all the terms and conditions of this Agreement. Nothing herein shall be deemed to limit Customer's right to intervene in any FERC proceeding or to oppose any proposed change by Transporter(s) to its FERC Gas Tariff pertaining to the System.
2. Subject to compliance with the terms and conditions of this Agreement, Transporter(s) grants to Customer, and Customer accepts from Transporter(s), access to and use of, designated portions of the System, solely for the following business functions, for the duration of the Term (as defined below), restricted to named, authorized Users (as defined below):
 - a. entering into agreements, or amending existing agreement(s);
 - b. viewing and/or downloading existing agreement(s);
 - c. requesting new service(s);
 - d. submitting and/or confirming nominations;
 - e. submitting imbalance resolution elections or implementing trades;
 - f. viewing and/or downloading gas volume data;
 - g. viewing and/or downloading invoices.
3. Transporter(s) reserves the right to determine what portion of the System shall be made available to Customer. Customer's use of the System may be monitored and recorded. In the event that Transporter(s) concludes (in its sole discretion) that Customer's activity presents a danger of any kind (including but not limited to system integrity, privacy, or functionality) to either the System or any of the Transporter(s)' pipelines, Transporter(s) may immediately, without notice, terminate or suspend Customer's account or access to the System, either permanently or for as long as is necessary, to investigate and resolve any threats to the System or any of the Transporter(s)' pipelines.
4. This Agreement shall become effective as of the Effective Date and shall continue in effect until terminated by either Party ("Term"). Transporter(s) and Customer each retain the right to terminate this Agreement at any time for any reason whatsoever, with or without cause, upon providing the other not less than ten business days' prior written notice. Customer may terminate this Agreement as to a single Transporter but maintain this Agreement as to all other

Transporters. Similarly, a single Transporter may terminate this Agreement as to Customer, but that termination will have no effect on the Agreement as it pertains to Customer and the non-terminating Transporters. Termination of this Agreement, as to any or all Transporters, shall not have the effect of terminating any agreement executed by Customer by way of the System prior to termination. Termination of this Agreement, as to any or all Transporters, shall in no way affect the obligations or rights of the Parties arising out of any transaction implemented by way of the System prior to termination. Upon termination of this Agreement as to any or all Transporters, Customer shall immediately cease all use of the System as it pertains to each Transporter where the Agreement has terminated.

5. Customer shall designate one or more authorized user(s) that require access to the System ("User"). The initial designation of a User shall be made in writing and in the form of the Security Request. Customer can only designate one User per Security Request form but may designate more than one User by submitting more than one Security Request. Upon receipt and acceptance of the Security Request, Transporter(s) shall provide Customer with necessary user information ("User ID(s)" and password) and perform related setup activities for the designated User. Customer's Users shall be responsible for updating the User's information, including, but not limited to, any changes in a User's role in performing certain activities on behalf of Customer. Customer represents and warrants that the Users who are designated to perform a specific function or activity will remain duly authorized by Customer to perform that activity. Customer understands and agrees that any User designated to execute contracts or agreements will have the authorization necessary to enter into such agreements, or amend such agreements, in the System on behalf of Customer. Customer acknowledges that any such contracts or agreements entered into or amended through the System shall legally bind Customer to the terms and conditions thereof. Transporter(s) can act, and shall be fully protected by Customer in acting, in reliance upon any acts or action performed by Customer's User in respect to all matters conducted through the System.
6. Transporter(s), or its third-party licensors, solely and exclusively own all right, title, and interest in and to the System and its contents, including all patents, copyrights, trade secrets, trademarks, and other intellectual property therein. Customer shall not delete, remove, modify, copy or obscure any copyright, trademark, trade name, or other proprietary notices displayed on the System, and shall not allow any third party to take any such action. Customer shall not sell, publish, disclose, display, or otherwise make available any part of the System or its contents to any third party. Customer shall not copy, 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 System.
7. Customer is being allowed to utilize the System solely for Customer's convenience. Customer's use of the System is "AS IS, WHERE IS," and with all faults. Transporter(s) makes no warranty, either express or implied, regarding the operation, performance or use of the System, and Customer agrees there are no representations or warranties, express or implied, that might arise in connection with this Agreement or Customer's use of the System. Additionally, Transporter(s) disclaims any warranty of merchantability or fitness for a particular purpose. Customer agrees Transporter(s) shall have no liability, and in no event shall Transporter(s) be liable, whatsoever, whether in contract or tort, for any losses sustained as a result of failures or deficiencies in the System. Further, in no event shall Transporter(s) be liable for any incidental, consequential, special or punitive damages arising out of or in connection with the use or performance of the System. Customer assumes all risks of loss or liability arising out of its use of the System and hereby agrees to defend, hold harmless and indemnify Transporter(s) from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by Transporter(s)) brought by third parties based upon, arising out of or resulting from Customer's use of the System.
8. Customer understands and agrees that violation in any material respect of any of the provisions of this Agreement by Customer may cause immediate and irreparable harm to Transporter(s) and that no adequate remedy may exist at law, and Transporter(s) shall be entitled to immediate preliminary and other injunctive relief against any violation of this Agreement by Customer. Injunctive relief shall in no way limit any other remedies available to Transporter(s).
9. Customer expressly acknowledges that by accessing the System it may be made aware of proprietary and confidential property of Transporter(s) and/or Tallgrass Energy Partners, LP, 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"). Customer 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. Customer shall use the Confidential Information only for the purposes stated in this Agreement. Customer 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 Customer, 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 Customer;
- b. independently developed by Customer 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 Customer promptly notifies Transporter(s) prior to disclosure to provide Transporter(s) with time to take actions necessary to protect their interests.

- 10. This Agreement is personal to Customer and may not be assigned or transferred by Customer without the express written consent of Transporter(s).
- 11. This Agreement terminates and supersedes any other access agreement previously entered into between Customer and Transporter(s). Where Transporter(s) and Customer have entered into other written agreements, this Agreement shall not terminate or supersede those other agreements except to the extent explicitly stated or inconsistent with the specific terms and conditions hereof pertaining to the System. However, the terms and provisions of this Agreement do supersede any oral representations between the Parties or any conflicting terms and conditions in any other agreement with regard to the subject matter of this Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified except by written instrument duly executed by both Parties. This Agreement shall be governed and construed in accordance with the laws of the STATE OF KANSAS, excluding any conflicts of law, rule or principle that might refer same to the laws of another jurisdiction.
- 12. This Agreement has been executed by the Parties to evidence their mutual intent to exchange information and conduct business by use of the System. Any contractual commitment executed by way of the System shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The Parties agree not to contest the validity or enforceability of any such contractual commitments under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby.
- 13. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14. The Parties agree that a failure or delay in exercising any right, power, or privilege under this Agreement on the part of either Party will not operate as a waiver of any other right, power, or privilege under this Agreement. Any single or partial exercise of any right under this Agreement will not preclude further exercise of that right in whole.
- 15. This Agreement may be executed in one or more counterparts each of which shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement in Portable Document Format (.pdf) or by other electronic transmission shall be effective as delivery of an executed original counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the Effective Date first above written.

Transporter(s)

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Must be signed by Officer or Attorney-in-Fact)