**TALLGRASS SYNTHESIS ACCESS AGREEMENT**For
**Tallgrass Pony Express Pipeline, LLC**

**PRG Pipelines, LLC**

This Access Agreement (“Agreement”) is entered into as of this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ by and between Tallgrass Pony Express Pipeline, LLC and PRG Pipelines, LLC, each acting individually but collectively referred to as "the Transporters", and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Subscriber"). 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 a proprietary computer software program (“Synthesis”) to facilitate capacity allocation, nominations, confirmations, billing, notifications, and reporting; and

**WHEREAS**, Subscriber desires to access Synthesis both for information and/or to utilize the functions available in Synthesis pertaining to one or more of the Transporters.

**NOW THEREFORE**, The Transporters and Subscriber agree as follows:

1. This Agreement shall be effective as of the 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.
2. By accessing Synthesis, Subscriber, on behalf of itself and its employees and agents and affiliates, agrees to be bound by all the terms and conditions of this Agreement, including the Transporters’ Oil Tariffs on file with the Federal Energy Regulatory Commission, which are incorporated into this Agreement by this reference as applicable.
3. Transporters make no express or implied representations, warranties or covenants as to the accuracy or completeness of the Synthesis system and hereby disclaim any and all implied warranties. Subscriber acknowledges that the Transporters shall have no liability whatsoever to Subscriber for Subscriber’s use of Synthesis.
4. To the fullest extent of the law, Subscriber shall defend, indemnify and hold harmless the Transporters from and against all third-party claims for damages and losses, of any nature whatsoever, arising out or relating to Subscriber’s use of Synthesis.
5. TO THE FULLEST EXTENT OF THE LAW, EXCEPT FOR SYBSCRIBER’S INDEMNITY OBLIGATIONS UNDER Paragraph 4 above, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY punitive, consequential, incidental or special damages in any form or amount.

**TALLGRASS PONY EXPRESS PIPELINE, LLC**

By:

Name:

Title:

**PRG Pipelines, LLC**

**By: Tallgrass PRG Operator, LLC**

By:

Name:

Title:

**SUBSCRIBER**

By:

Name:

Title:

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