

Online Service Agreement

The General Terms and Conditions set forth in this **Online Service Agreement** ("Agreement"), together with the Legal Statement which applies to the use of AEM's internet website ("Legal Statement"), govern the ability of Customer and its Authorized Users, as defined below and approved by Atmos Energy Marketing, LLC ("AEM"), to view information online through AEM's internet websites (the "Online Services").

By completing and accepting the Customer Registration Form, you or the company you represent ("you" or "your") agree that the terms and conditions of this Agreement, together with the Legal Statement, will apply to your new account (the "Account") with AEM and to the services provided to you by AEM through the Online Services. This agreement is between you and AEM. If you do not agree with the Legal Statement all of these terms and conditions, do not use the Account.

AEM reserves the right to modify the terms and conditions of this Agreement in its sole discretion at any time by posting a revised version of this Agreement on its website or otherwise making it available for your review. Any modifications to this Agreement, including without limitation any modifications to the warranty disclaimers or limitations of liability contained in this Agreement or the Legal Statement, will supersede the prior provisions of the Agreement after the modified version of the Agreement and/or Legal Statement is posted to the AEM website or otherwise made available as described above, and the continued use of the Account after that posting or availability constitutes your agreement to the modified version.

Section 1. Online Services

- 1.1 The features of the Online Services consist primarily of displaying: (a) actual and estimated daily, monthly, and annual usage; b) information related to natural gas transactions including but not limited to contract quantities, fixed prices, pipeline, receipt or delivery points, delivery periods; c) natural gas pricing data or other related energy prices; d) actual or forecasted weather data, reports or prognostications; e) daily, weekly, or monthly natural gas and energy market reports including but not limited to information on supply, demand, storage, weather, technical trading data and pricing information; and f) invoices relating to natural gas transactions.
- 1.2 There is no fee for using the Online Services.

Section 2. Access to Online Services

2.1 After completion and acceptance of the Customer Registration Form, access to the Online Services will be granted by providing you a unique username and password for each Authorized User. The Customer's contact and email address supplied on the Customer Registration Form will be the sole point of contact regarding modification of the Authorized Users of the Online Services.

2.2 Any information or instructions made via the Customer Registration Form or provided elsewhere by the Customer or by its authority shall be deemed to be authentic and genuine, and AEM shall be entitled to rely upon it as being true and accurate.

2.3 AEM reserves to the right to accept or reject any Customer Registration Form without cause or explanation.

Section 3. Use of Online Services

3.1 The term of this Agreement shall commence on the execution date on Customer's Registration Form. Access to the Online Services shall commence with AEM's acceptance of the Customer Registration Form and will continue until terminated by AEM, at its sole discretion, upon thirty (30) days notice, subject to AEM's right to terminate this Agreement on shorter notice as may be provided elsewhere in this Agreement.

3.2 Authorized Users. Upon acceptance by AEM, Customer may also nominate, by completing, the Additional Authorized User Information portion of the Customer Registration Form, (i) any third party person or entity to access and operate its Account on its behalf (an "Administrator"), and (ii) other individuals who are employees or agents of Customer to access the Online Services through its Account (each a "User"). By submitting Additional Authorized User Information, Customer agrees to accept sole responsibility for use of the AEM Online Services by any Administrator and/or User and indemnifies and holds AEM harmless from any and all claims, damages, costs and expenses associated with any such use of the AEM Online Services by any such Administrator and/or User. Customer shall ensure that each such Administrator and/or User is aware of and shall comply with the General Terms and Conditions of this Agreement and the Legal Statement. Whether referred to individually or collectively herein, "Authorized User" shall mean and include Customer, any Administrator and/or User. It shall be the responsibility of Customer to ensure that all Authorized Users comply with these General Terms and Conditions and the Legal Statement. AEM accepts no liability for persons granted access to the Customer's Account as an Administrator or User.

3.3 Permitted Uses. Customer and its Authorized Users are hereby granted a non-exclusive, non-assignable and non-transferable right to use the Online Services solely for Permitted Uses. Permitted Uses shall include access to the Online Services and the right to display information pertaining to Customer's

Account derived from the Online Services on a computer or terminal screen, download and indefinitely store such Account information in memory in machine-readable form, print copies of such Account information, transmit them to Customer's authorized employees, agents and representatives.

3.4 Prohibited Uses. Except as provided in Section 3.3, Customer and its Authorized Users may not display, copy, download, store, reproduce, transmit, distribute or re-sell information obtained through Online Services for the purpose of commercial exploitation of any part of the Online Services.

Section 4. Restricting or Terminating Access

4.1 Customer understands and agrees that AEM will not be obligated to grant access to the Online Services if: (i) such use or access is not in accordance with any term or condition applicable to the Online Services; (ii) AEM has reasonable cause to believe that such use or access may not be authorized by Customer or any third person whose authorization AEM believes is necessary for such use or access; or (iii) AEM has reasonable cause to deny such use or access for Customer's protection or the protection of AEM; or (iv) such use or access is not permitted by any state or federal law or regulation.

4.2 Upon any breach of this Agreement by Customer or its Authorized Users, AEM shall have the right, without notice of any kind, to immediately suspend Customer's and its Authorized Users' rights to access the Online Services.

4.3 All proprietary rights and obligations, disclaimers, warranties, limitation of liabilities, or indemnifications set forth in this Agreement shall survive any termination or restriction of Customer or its Authorized Users' access to the Online Services.

Section 5. Security Measures

5.1 Customer shall be responsible for ensuring that its password is known only to, and used only by, persons or entities that have been properly authorized by Company to access the Online Services.

5.2 Customer agrees to notify AEM when: (i) any Administrator or User ceases to be employed or contracted by Customer; and (ii) Customer becomes aware of any loss or theft or any unauthorized use of any passwords or other identification codes. If Customer becomes aware of any unauthorized entry into its Account information through use of the Online Services, Customer agrees to immediately: (i) notify AEM; and (ii) change Authorized Users' passwords.

5.3 AEM may, from time to time, implement additional password protection, copying control technology or other security measures for Online Services. Customer and its Authorized Users agree to cooperate with any such measures.

Section 6. Force Majeure - Suspension of Service

6.1 AEM shall not be liable for any failure, default, or delay in performance of responsibilities under this Agreement for any cause beyond its reasonable control, including, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, power outages, governmental action, computer viruses, and failure of any information services shown to be a critical component of the Online Services and provided by third parties to AEM. In such instances, however, AEM will attempt to restore the service as soon as it is reasonably practicable.

6.2 AEM may suspend or block service at any time and for any reason without liability hereunder, including in the event of a security threat or for routine maintenance, repair or update of the Online Services systems.

Section 7. Notices

7.1 Any notice or required communication hereunder shall be made in writing by the respective parties to the addresses specified in the natural gas agreement Customer and AEM, or as otherwise agreed in writing between Customer and AEM from time to time. Any notice required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

Section 8. Confidential Information

8.1 For purposes of this Agreement, the term "Confidential Information" shall mean and include, but not be limited to, the Online Services and all data, materials, Customer's Registration Form and Login ID, passwords and other customer-specific information relating to the Online Services.

8.2 Customer shall: (i) not intentionally disclose or provide Confidential Information to any other party, corporation or entity, except as otherwise permitted herein; (ii) use at least the same level of care and precautions as it uses with respect to access to its own highly sensitive and valuable corporation information and prevent unauthorized access to or use or disclosure of Confidential Information; (iii) designate as Users only persons who are employees or agents of Customer or its affiliates; (iv) ensure that if any person ceases to be an Authorized User, such person's access to the Online Services shall be terminated within five (5) business days; and (v) not reproduce or remove any logos, trademark, copyright or other proprietary or restrictive legends or notices contained in the Confidential Information.

8.3 The foregoing nondisclosure obligations shall not apply to any information which is or becomes publicly available through no fault of Customer, is known by

Customer prior to receipt as part of the Confidential Information, is independently developed by Customer without the use of the Confidential Information, or is rightfully obtained without restriction on disclosure through a chain of parties not originating with any breach of any obligation to AEM.

Section 9. Representations & Warranties

9.1 Customer acknowledges and agrees that, in using the Online Services, it will be sending data and electronic messages through the internet. Customer agrees that AEM is not responsible in any manner for any weaknesses in the security of either the internet or any of Customer's software used to access the Online Services.

Section 10. Indemnity

10.1 Customer agrees to indemnify and hold AEM and the Online Services providers harmless from and against any costs, damages, liabilities or expenses incurred by Customer or its Authorized Users in relation to use of the Online Services, including without limitation, any costs, damages, liabilities or expenses incurred by Customer arising from the use of the Online Services through its Login ID, whether or not such use was authorized by Customer.

10.2 Customer shall be solely liable for all damages, costs, and claims arising from or created by Customer's or Customer's Authorized Users' breach of security of the Online Services or any breach of this Agreement or the Legal Statement.

Section 11. Miscellaneous

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

11.2 This Agreement may not be assigned by Customer without the express written consent of AEM. AEM may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

11.3 This Agreement and Customer's signature in electronic form, or a hardcopy duplicate in good form, shall be considered an original document with authenticated signature admissible into evidence unless the document's authenticity is genuinely placed in question.

11.4 AEM will not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of AEM. No delay, extension of time, compromise, or

other indulgence that may occur or be granted from time to time by AEM under this Agreement will impair the rights or powers of AEM under this Agreement.

11.5 In the event of any ambiguity or conflict between the provisions of this Agreement and the provision of the Legal Statement, the provisions of the Legal Statement will control.

11.6 Section headings are for reference purposes only and shall in no way be construed as interpretations of the text.