

# Access Agreement

This **ACCESS AGREEMENT** ("the Agreement") made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE EAST OHIO GAS COMPANY dba ENBRIDGE GAS OHIO**, an Ohio corporation, hereinafter called "EGO," and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter called "Subscriber."

**WITNESSETH:** That, for and in consideration of the mutual covenants and provisions herein contained and subject to the terms and conditions set forth below, EGO and Subscriber agree as follows:

## **ARTICLE I** **Scope of Agreement**

EGO shall make available the computerized electronic communication service known as the Quorum Pipeline Transaction Management System or QPTM ("the System") for use by Subscriber, subject to the terms and conditions set forth below and identified in the Subscriber Profile, attached to this Agreement as Exhibit 1 and including any modifications that EGO may make from time to time. Subscriber may use the System, as available, to nominate quantities for receipt and delivery by EGO pursuant to an existing agreement under any applicable EGO tariff, rate schedule, or the terms and conditions of any applicable pooling, transportation, or other EGO service, as any may be amended from time to time (individually or collectively, "Rate Schedule") or under any applicable contract of any kind involving the use of the System, as any may be amended from time to time (such agreement, a "Service Agreement," and such services, "Contract Services"). Subscriber may also use the System to request and receive such other information as EGO may make available to Subscriber from time to time through the System.

## **ARTICLE II** **Terms and Conditions**

**A.** Use of the System by Subscriber shall be limited only to those persons who have been duly authorized by Subscriber to use the System ("Authorized Personnel"), as indicated in an executed New User ID Request Form, in the form shown in the attached Exhibit 2, and including any modifications that EGO may make to such form from time to time. EGO will provide each Authorized Personnel with an individual user identification code ("User ID") and password. Authorized Personnel may access information through the System regarding: (1) Subscriber's services under applicable Rate Schedules; (2) Subscriber's Contract Services; (3) nominations pursuant to Subscriber's existing Service Agreement(s) under any EGO Rate Schedule; and (4) other information that EGO chooses to make available in its sole discretion. The number and type of User IDs and passwords to be issued shall be subject to the sole discretion of EGO.

**B.** Subscriber shall also designate one or more Authorized Personnel (collectively, "Designated Personnel") who are additionally authorized to transmit information to EGO through the System. Designated Personnel shall be further able to tender nominations for receipts and deliveries pursuant to Subscriber's existing Service Agreement(s) under any EGO Rate Schedule or Contract Services. Any information submitted by or received from Designated Personnel through the System shall be deemed binding on Subscriber.

**C.** Subscriber shall not disclose to persons other than Authorized Personnel, and shall otherwise keep completely confidential, all User IDs and passwords issued to Subscriber by EGO. Subscriber shall ensure all computer systems or devices used to access the System have the latest operating system security patches and updates and active and up-to-date virus and malware protection installed.

**D.** Subscriber shall immediately inform EGO in writing whenever Subscriber desires to terminate access to the System previously granted to any Authorized Personnel, or desires to terminate the status of any Designated Personnel. Subscriber shall not permit unauthorized or otherwise improper use of User IDs and passwords issued to Subscriber by EGO, including but not limited to the use of such User IDs and passwords by Authorized Personnel who are or cease to be within Subscriber's employment or control. EGO shall have the right, for due cause or upon request of Subscriber, to invalidate any User ID or password issued to Subscriber. If practicable and otherwise reasonable under the circumstances, EGO will give prior notice and an opportunity for Subscriber to respond before invalidating a User ID or password.

**E.** Use of the System is expressly subject to all provisions of any Rate Schedule, any Contract Service, any Service Agreement, and any other agreement between Subscriber and EGO that may be applicable to any transaction performed by Subscriber and EGO by means of the System. In the event of a conflict between the provisions of this Agreement and any other applicable provisions of EGO's then-effective Rate Schedule, the provisions of the Rate Schedule shall govern Subscriber's use of the System.

**F.** ACCESS TO AND USE OF THE SYSTEM AND ITS CONTENTS ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY, OR INDEMNITY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, OR SYSTEM INTEGRATION. SUBSCRIBER ASSUMES ALL RISK AS TO THE ACCURACY, COMPLETENESS, SECURITY, AVAILABILITY, QUALITY, AND PERFORMANCE OF THE SYSTEM AND ITS CONTENTS, INCLUDING ALL LIABILITY ARISING FROM ACCESS TO THE SYSTEM BY OR THROUGH SUBSCRIBER. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT.

**G.** TO THE EXTENT ALLOWED BY LAW, NEITHER EGO NOR ANY OF ITS PARENT COMPANY(S), AFFILIATES, OR SUBSIDIARIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, SHALL BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES OF ANY KIND ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH SUBSCRIBER'S USE, INABILITY TO USE, OR RELIANCE ON THE SYSTEM OR ITS CONTENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT. EGO WILL NOT BE LIABLE TO SUBSCRIBER FOR INPUTS OR ACTIONS OF THIRD PARTIES. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

### **ARTICLE III** **Term of Agreement**

This Agreement shall be and continue in full force and effect from the date of execution hereof, unless terminated (a) for due cause as determined in EGO's sole discretion or (b) at Subscriber's request, with EGO's consent.

### **ARTICLE IV** **Miscellaneous**

**A.** Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and sent via email or by personal delivery to one of the following addresses (or at such other address as either party shall designate by formal written notice). Email shall be the method used unless circumstances render the use of email impracticable:

The East Ohio Gas Company dba Enbridge Gas Ohio  
1201 E. 55<sup>th</sup> Street  
Cleveland, Ohio 44103  
Attention: Transportation Services  
Email: EOG\_Trans\_Serv@dominionenergy.com

Subscriber:





**Enbridge Gas Ohio**  
**QPTM User ID Request Form**  
*Complete one form per requested User ID*

**Subscriber Information**

Company Name (Full Legal Description)	
Name of Individual User	
Title	
Business Address	
City, State, Zip	
Business Phone	
Cell Phone	
Email Address	
ICE Chat (optional)	
<b>Do you use Quorum with other entities?</b>	
User ID email used for other Quorum products. (This will help us reduce duplicate account errors)	

*Consistent with and subject to the Access Agreement between Subscriber and EGO, I hereby authorize EGO to consider the above-named individual to be Authorized Personnel/Designated Personnel on behalf of Subscriber, as those terms are defined in the Access Agreement. Further, I acknowledge that until this authorization is effectively terminated in writing by Subscriber, EGO may treat the above-named individual as a System user with security and access rights.*

<b>Acknowledgement by Authorized Personnel</b>	
Name of Manager/Supervisor	
Title	
Signature	
Date	

**Transaction services profile (select one):**

- Marketer/Agent - Nomination Update and Reports
- Marketer/Agent - Nomination Inquiry and Reports
- Meter Operator/Location Agent - Measurement Reports and Nomination Inquiry

**QPTM Notice Posting Emails (optional):**

- Critical Notices (ex: Critical Maintenance issues, OFO, No Increase Orders, EBB outages)
- Non-Critical Notices (ex: Supplier Meetings, Open Season notification, Target changes, Rate changes, On Call)

**Return to:** [EOG Trans Serv@dominionenergy.com](mailto:EOG_Trans_Serv@dominionenergy.com)