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ARTICLE 1 – ELECTRONIC BUSINESS SERVICE

- 1.1 TransGas offers an electronic transaction and information service to Customers known as Electronic Business Services (the “Services”) enabling interactive information and transaction processing to facilitate the conduct of business, all which is subject to the terms and conditions of this Service Specification, and the Tariff.
- 1.2 TransGas has developed a secure area on its web site (the “Secure Zone”) that contains certain account information that Customer may wish to access and use over the Internet, and Customer agrees to bind itself to these terms and conditions of such access and use.
- 1.3 The Electronic Business Services, information and transactions offered to the Customer through the Secure Zone (including additional web page specific disclaimer or terms) may be subject to external specific agreements or other terms and conditions associated with such services (the “Specific Agreements”). If there are inconsistencies between the terms and conditions contained in these Electronic Business terms and conditions and the Specific Agreements, the provisions of the Specific Agreements shall govern to the extent of the inconsistency.

ARTICLE 2 – ELECTRONIC EVIDENCE

- 2.1 Customer agrees that approving, agreeing to or effecting a transaction with TransGas within the Secure Zone as it now exists, or may in the future be modified, is subject to the Tariff, and shall constitute or be equivalent to a written contract for the purposes of any statute or rule of law that requires an agreement in writing, signed or delivered (the “Transaction”). By submitting a completed Application for Electronic Business Service form, Customer agrees that it adopts any confirmation of a Transaction as provided by TransGas as Customer’s signature, and such confirmation will constitute an agreement in writing.
- 2.2 Customer agrees to waive the right to raise any statute of fraud or defense arising from its use of the Electronic Business Services on the Secure Zone due to the enforceability of any Transaction based upon an absence of a memorandum in writing or of a signature. TransGas’ records of your electronic Transactions will be conclusive and binding on Customer in any disputes, including legal proceedings, as the best evidence of Customer’s electronic instructions, in the absence of clear proof that TransGas’ records are wrong or incomplete.
- 2.3 Customer agrees and warrants that any employee or agent of Customer using the Electronic Business Services on the Secure Zone shall have all necessary power and authority to use the Secure Zone and effect Transactions provided herein. In addition,

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Customer warrants for itself, its successors and assigns that for each Transaction that Customer may enter as a result of using the Secure Zone, Customer shall have all rights, title, power and authority necessary to honour the said Transaction.

ARTICLE 3 – TARIFF: CHANGE AND MODIFICATION

- 3.1 Customer agrees that it shall be bound by the Electronic Business Service terms and conditions, as well as any and all applicable Service Specifications and General Business Policies currently in effect for Services under the Tariff or which may hereafter be implemented. The Tariff is a matter of public record, available on the web site, which Customer warrants it has reviewed and will review in the future. The General Terms and Conditions and Definitions in the Tariff, as amended from time to time, are incorporated by reference in this Service Specification as they apply to the Electronic Business Services.
- 3.2 Customer further agrees that TransGas may modify or limit the Electronic Business Services on the Secure Zone at any time and without notice. From time to time, TransGas may, at its sole discretion, develop updates or enhancements to the existing functionality of the Electronic Business Services on the Secure Zone. If an update or enhancement is released, it will be subject to the terms and conditions herein; however, TransGas shall not have any obligation to provide updates or enhancements.
- 3.3 These terms and conditions are subject to amendment or modification by TransGas from time to time, and Customer shall be bound by any amendment or modification; provided, however, TransGas endeavors to provide Customer with notice of any amendment or modification prior to it becoming effective. Notwithstanding the foregoing, failure to provide necessary notice of any amendment or modification shall not impair the ability of TransGas to enforce the amendment or modification.
- 3.4 There is currently no charge to Customer to use the Electronic Business Services, however, TransGas reserves the right to charge the Customer for the Electronic Business Services by amending these terms and conditions as provided herein.
- 3.5 Customer shall pay any taxes applicable to the supply of software or these Electronic Business Services including, without limitation, goods and services tax, provincial or state taxes.

ARTICLE 4 – TERM AND TERMINATION

- 4.1 TransGas may terminate access to the Secure Zone and provide alternate access to Customers at any time in accordance with its Tariff.

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- 4.2 Notwithstanding anything within this Article, if the Customer fails to comply with any material terms herein or in any applicable section of the Tariff, TransGas may, at its option, terminate these Electronic Business Services and access to the Secure Zone by providing notice of the breach or default to the Customer (the “Default Notice”). If the breach or default specified in the Default Notice remains uncured, as determined by TransGas, acting in its sole discretion, after the expiry of fifteen (15) Days from the date of the Default Notice, then this access shall automatically terminate. TransGas may immediately terminate this access on notice to the Customer, if the Customer uses this Electronic Business Service to commit a criminal or tortious act. Upon termination, the Customer shall no longer have use of or access to the Secure Zone. Without limiting other remedies, TransGas may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate this access by Customer to the Secure Zone, if TransGas believes the Customer’s actions may cause operating concerns, legal liability or constitute a continuing breach for Customer, third persons or TransGas.
- 4.3 Notwithstanding anything in this Article, in the event Customer or TransGas terminates the TransGas Contract under the Tariff, these Electronic Business Services providing access to the Secure Zone will be automatically and immediately terminated.
- 4.4 TransGas shall have no liability, of any kind, to the Customer in respect of the termination of access to the Secure Zone by TransGas pursuant to this Article. Termination of TransGas Contract(s) by either party (whether for cause or otherwise) shall not affect the Customer’s or TransGas’ obligation for Transactions entered into through its use of the Electronic Business Services of the Secure Zone.

ARTICLE 5 – LIMITED WARRANTY

- 5.1 TransGas’ only warranty is that TransGas will use reasonable efforts to keep the Customer’s account data (the “Data”) current as specified on the Secure Zone. The Data is not warranted to be accurate, and any conflict between the Data on the Secure Zone and TransGas’ records shall be resolved by reliance on TransGas’ records.
- 5.2 TransGas warrants that it has title to and the right to provide Customer with access to the Secure Zone and the Data on the terms and conditions provided herein.

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- 5.3 TransGas makes no representations or warranties about the suitability, reliability, completeness, availability, timeliness and accuracy of the Secure Zone or Data therein for any purpose, or that the operation of Electronic Business Services will be uninterrupted or error free. The Electronic Business Services, Secure Zone and access to the Data are provided “as is”, without warranty of any kind, either expressed or implied. Except as specifically stated, TransGas hereby disclaims all warranties and conditions with regard to the Electronic Business Services, including all implied warranties, conditions of merchantability, fitness for particular purpose, title and non-infringement.

ARTICLE 6 – INDEMNITY

- 6.1 Except in the instance of an intentional wrongful act by TransGas, Customer agrees to defend, indemnify and hold harmless TransGas, its officers, agents and employees against any liability, loss or damage whatsoever occurring in connection with or relating to the Electronic Business Services in any way, or in the use of the Secure Zone, including reasonable costs and lawyers’ fees, where such liability, loss or damage results from any demand, claim, action, cause of action or suit brought by the Customer or by any person, association, or entity, public or private, that is not a party to these terms and conditions to the extent such liability, loss or damage is a direct or indirect result of the breach of this Agreement or a direct or indirect result of any sole or concurrent negligence or other tortious acts or omissions by the Customer, its officers, agents or employees in the performance through its use of the Secure Zone.

ARTICLE 7 – LIMITED LIABILITY

- 7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRANS GAS OR CUSTOMER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGE FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS ARISING FROM OR OUT OF THE USE OF, OR INABILITY TO USE, THE SECURE ZONE, WHETHER SUCH DAMAGES ARE SOUGHT BY EITHER PARTY OR ANY OTHER THIRD PARTY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.2 EXCEPT FOR AN INTENTIONAL WRONGFUL ACT OF TRANS GAS, TRANS GAS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO CUSTOMER OR ANY THIRD PARTY ASSOCIATED WITH CUSTOMER’S USE OF THE SECURE ZONE, REGARDLESS OF WHETHER THE CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. NEITHER TRANS GAS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES OR AGENTS SHALL BE LIABLE TO THE CUSTOMER FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES ARISING FROM INCLUDING WITHOUT LIMITATION; (I)

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FAULT IN DELIVERY, MALFUNCTION, DELAY, OMISSION, SUSPENSION, INACCURACY, FORCE MAJEURE OR TERMINATION; (II) ANY OTHER CAUSE IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE, USE OF OR INABILITY TO USE ALL OR PART OF THE SECURE ZONE SERVICE; (III) CUSTOMER'S NEGLIGENT OR IMPROPER USE OF THE SECURE ZONE SERVICE, INCLUDING UNAUTHORIZED USE BY CUSTOMER, CUSTOMER'S PRESENT OR FORMER OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS OR BY ANY OTHER PERSONS; (IV) ANY DEFECTS IN COMPUTER HARDWARE; OR (V) ANY MALFUNCTION OF ELECTRONIC COMMUNICATION OR TRANSMISSION.

- 7.3 IN ANY EVENT AND NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS AND CONDITIONS, IF TRANSGAS IS LIABLE TO CUSTOMER OR OTHERS UNDER THE ELECTRONIC BUSINESS SERVICES FOR ANY REASON, SUCH LIABILITY SHALL BE LIMITED TO AN ACCUMULATIVE MAXIMUM OF \$5,000, FOR ALL SUCH INCIDENTS, EVENTS OR CLAIMS.

ARTICLE 8 – SECURITY AND CONFIDENTIALITY

- 8.1 Customer acknowledges that provision of Electronic Business Services and use of the Secure Zone by Customer involves transmission over the global communications network or Internet of proprietary and confidential information of TransGas and the Customer. TransGas cannot guarantee the security or privacy of such information during its transmission by Customer over the global communications network or Internet. TransGas will not be liable or responsible in any way to Customer for any losses, damage, claims, costs, expenses or other obligations arising out of or relating to any unauthorized access to or disclosure or use of such information transmitted over the global communications network or Internet. Customer is responsible for the security associated with Customer's access devices and Customer may improve security by implementing firewalls, virus protection and other local security strategies. Customer has sole responsibility for adequate protection and back up of Data and/or equipment and to take reasonable and appropriate precautions to scan for computer viruses or other destructive properties.
- 8.2 TransGas has taken and will use reasonable and diligent efforts to provide adequate security to and operate Electronic Business Services to access the Data on the Secure Zone in accordance with reasonable industry standards to maintain the privacy and confidentiality of Customer's Data, including the use of browser encryption technology (currently 256 bit) and firewall technology, as well as the implementation of other reasonable security procedures. TransGas will continue to monitor security issues updating and improving security when it is reasonable and practical to do so.

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- 8.3 The provisions on Confidentiality in the Tariff are incorporated into and form part of these Electronic Business Service Specifications.

ARTICLE 9 – CUSTOMER RESPONSIBILITIES

- 9.1 Customer shall be responsible for supplying, at its own expense, all equipment necessary from time to time to enable the Customer to use and access the Secure Zone and the Data, including, without limitation, required hardware, browser, software and telecommunications equipment (collectively called the “Equipment”), including that required to establish Customer Operating Environment Requirements set in Article 15 of these Electronic Business Terms and Conditions, and changed from time to time, as required by TransGas. TransGas provides no warranty of any kind with respect to the Equipment.
- 9.2 TransGas will provide Customer with a unique identification code and/or password (collectively referred to as the “Access Code”) for use by each of Customer’s authorized employees, to required authorized level of access, and without which, Customer may not access the Secure Zone.
- 9.3 Customer shall complete a TransGas Electronic Access Application form for each of the Customer’s employees designated for Secure Zone access. Customer agrees to take all measures and to exercise due and reasonable care to maintain the secrecy and confidentiality of the Access Code as designated by TransGas to the Customer. Customer acknowledges that a change in its Access Code may only be obtained from TransGas by Customer’s submission of a written request as indicated in the Application for Electronic Business Service form.
- 9.4 Customer is entirely responsible for maintaining the confidentiality of its Access Code that uniquely identifies the Customer and the employees authorized to act on behalf of the Customer. Customer agrees that it is entirely responsible for any and all activities that occur under its account using the Access Code from the time TransGas notifies Customer of its activation, until such time as TransGas confirms the Access Codes are disabled. Customer specifically agrees that TransGas shall not be responsible or liable for unauthorized access to or alteration of Customer’s transmissions or Data; any material or Data sent or received or not sent or received; or any transactions entered into or through utilizing Data from the Secure Zone.
- 9.5 Customer acknowledges that it may, from time to time, terminate employees with knowledge of the Access Codes and agrees to take all steps to change one or more of the Access Codes to protect against unauthorized use of its account by submitting a revised Application for Electronic Business Service form for that employee. TransGas agrees to take the required steps necessary to disable such Access Codes upon receipt of the required form as soon as possible.

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- 9.6 Both parties agree to notify the other immediately of any unauthorized use of its account or any other breach of security for which they become aware. Customer acknowledges and consents that TransGas, as the system operator and owner of the Secure Zone and Data software system shall have access to and the ability to review and monitor, to the fullest extent allowed by law, all messages, electronic mail, files and other communications of any sort on the Secure Zone, whether or not such communications are designated as private or confidential.
- 9.7 Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all information and Data that Customer transmits to TransGas, and TransGas shall not be liable for any such inaccuracy.

ARTICLE 10 – RESTRICTIONS ON ASSIGNMENT OR TRANSFER

- 10.1 The Customer shall not assign, rent, lease, sell, sublicense or otherwise transfer the rights under these Electronic Business Service Terms and Conditions (the “Transfer”) to another party (the “Agent”), unless:
- (a) the Customer makes a prior written request to TransGas in a form satisfactory to TransGas with respect to the proposed Transfer;
 - (b) the Agent agrees it shall be bound by the terms and conditions herein;
 - (c) TransGas approves the proposed Transfer; and
 - (d) TransGas provides to the Agent an Access Code as provided for in these Electronic Business Service Specifications.
- 10.2 The Customer shall not provide an Access Code, which was provided by TransGas to the Customer, to any third party. In the event that TransGas consents to a Transfer, TransGas shall provide the Agent with an Access Code, such that the Agent shall enjoy the same access to the use of Data on the Secure Zone as that enjoyed by the Customer under these Electronic Business Service Specifications in respect of the Transfer. In the event of partial Transfer or Transfer of access to a portion of Customer’s Data, Customer and Agent may request that TransGas provide a new Access Code in respect of access to that portion of Data to be assigned to the Agent, if the same cannot be accommodated using Agent’s existing Access Codes. Nothing in this Article 10 shall obligate TransGas to consent to a Transfer or to provide an Access Code to an Agent.

ARTICLE 11 – INTELLECTUAL PROPERTY AND DATA OWNERSHIP

- 11.1 Customer acknowledges that TransGas and its licensors shall retain full and complete title and ownership to the content of the web site, including components of the

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- Electronic Business Service Specifications, including the computer programs, management and accounting software systems, the account data (including Customer's own Data) and related materials on the Secure Zone (the "Content"), however stored, and any accompanying material, including Access Codes related thereto and derived therefore, and all updates and subsequent copies thereof, regardless of the media or form in which the copies may exist, including, without limitation, copies made in violation of the terms and conditions herein.
- 11.2 The Content may be protected by trademark, copyright or other proprietary right of TransGas, its affiliates or other third parties. Customer may not copy, distribute or otherwise publish any Content protected by copyright, without obtaining the prior written permission of TransGas, nor may Customer reproduce or store any Content in an electronic retrieval system. In exchange for Customer's agreement with the provisions contained here, Customer is granted a limited licence to display and print the information for internal business purposes only. All applicable notices and the web address of the document must appear on any such copies. Any other use or distribution of the Content, in whole or in part, is prohibited without the written consent of TransGas.
- 11.3 Certain names, words, titles, phrases, logos, icons graphics or designs in the pages of the web site may constitute trade names, trademarks, or service marks of TransGas or its affiliates. The display of trademarks on pages at this web site does not imply that a licence of any kind has been granted.
- 11.4 The Secure Zone is intended for the electronic posting and management of natural gas transportation and storage services on the natural gas pipelines owned by TransGas Limited and its affiliated companies. The Customer understands that TransGas is making access to the Secure Zone available to the Customer for no direct charge, except for telephone and Internet access charges and Equipment costs, which remain the Customer's responsibility.

ARTICLE 12 – DISPUTE MECHANISM

- 12.1 Any dispute or controversy arising from the Electronic Business Service Specifications and TransGas' operation of Electronic Business Services on the Secure Zone, whether arising in tort, contract or otherwise, shall be resolved as provided in the Tariff. During the process of the dispute resolution, the parties shall continue performance of their respective obligations under these terms and conditions. Prior to resorting to mediation or arbitration, the parties agree to consult about any differences they may have under the terms and conditions herein.

ARTICLE 13 – MISCELLANEOUS

- 13.1 The terms and conditions herein, including all schedules, attachments and terms incorporated by reference, are the complete and exclusive statement of the terms and conditions between the Customer and TransGas and supercede any proposal, prior, oral or written agreement of understanding, and any other communications between the Customer and TransGas relating to the subject matter herein.
- 13.2 The terms and conditions and the Electronic Business Service Specifications shall be construed in accordance with, and the rights of the parties governed by, the laws in force in the Province of Saskatchewan, Canada. The parties agree to irrevocably attorn to the jurisdiction of the courts of Saskatchewan, and further agree that any proceedings shall only be taken in respect of these terms and conditions in such court. The Electronic Business Services and information described in this Secure Zone are not available outside of Canada. Should any provisions of these terms and conditions be illegal, void or otherwise unenforceable, such provisions shall be severed from the rest of the terms and conditions, and the remaining terms and conditions shall remain in full force and effect and be binding upon the parties as though such unenforceable provisions had never been included.
- 13.3 It is agreed by and between the parties that whenever the context of the terms and conditions so requires the singular number, it shall include the plural and vice versa, and that in the case where more than one person or entity is named as Customer, the liability of such person or entity shall be joint and several.
- 13.4 The provisions regarding Force Majeure in the Tariff are incorporated herein.
- 13.5 Notwithstanding anything else in these Electronic Service Specifications to the contrary, the parties agree that Articles 4, 5, 6, 7, 8 and 11 shall survive the expiration or termination of the Customer's TransGas Contract, to the extent required for the full observation and performance by either or both parties hereto. Any accrued but unsatisfied obligations of either party hereunder shall survive the expiration or termination of the Electronic Business Service until discharged or satisfied in full.
- 13.6 Subject to the terms hereof, the Electronic Business Service Specifications shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and legal representatives.
- 13.7 The Application for Electronic Business Service form may be executed originally or by a mutually agreeable electronic form and may be executed in two (2) counterparts, each of which when executed, shall be deemed to be an original, and such

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- counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by either such original counterpart.
- 13.8 Except as provided in Article 9, all notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage pre-paid or given by facsimile or courier, or via some other mutually agreeable electronic form, to the addressee party at the address set forth in the Application for Electronic Business Service form. Either party may change its address for the purposes of notice by giving the other party no less than five (5) Days' prior written notice of the new address.

ARTICLE 14 – GENERAL

- 14.1 The terms and conditions of the Electronic Business Service Specification; the General Business Policies; the Tariff and the General Terms and Conditions, are to the extent that they are applicable, by this reference incorporated into and form a part of these Electronic Business Service Specifications Terms and Conditions. Notwithstanding anything contained herein, the terms and conditions hereof shall be subject to the terms and conditions contained in the General Business Policies, and the provisions of the General Terms and Conditions, to the extent that there is no conflict. In the event that there is a conflict between the provisions herein and those referenced, TransGas and Customer agree that the provisions herein shall prevail.
- 14.2 The “Terms of Use” applicable to the TransGas website shall be incorporated herein to the extent that there is no conflict, but in the event of a conflict between these Electronic Business Service Specifications Terms and Conditions and the website Terms of Use, the provisions herein shall prevail.

ARTICLE 15 – Customer Operating Environment Requirements**15.1 Customer Operating Environment Requirements****Customer Operating Environment Requirements****Client Workstation:**

The minimum technical characteristics requirements to effectively use the TransGas Secure Zone are:

Hardware:

CPU \geq 1.5 GHz

Memory \geq 2 GB Physical

Hard disk space \geq 50 MB

Display Resolution \geq Minimum 1024/768, Recommended 1920/1080

Operating Systems:

Operating Systems supported on a client workstation are Windows 7, Windows 8.0 and Windows 8.1.

Software:**Web Browser Software:**

A standard web browser is required to view information in the TransGas Secure Zone. TransGas supports Microsoft Internet Explorer Version 11 and higher or Google Chrome Version 44.

Internet Service Provider:

Customer is responsible for obtaining, at Customer's expense, a subscription through an ISP (Internet Service Provider) providing Internet access.