

**WEB SITE SUBSCRIBER AGREEMENT**  
(One executed form per company is required)

This Agreement is made and entered into by and between WBI Energy Midstream, LLC (“Company”) and \_\_\_\_\_ (“Customer”).

**WHEREAS**, Customer desires to access Company’s Interactive Web Site system (hereafter referred to as “Web Site”) for the purpose of accessing any available application, current or future, deemed necessary and made available by the Company through its Web Site.

**WHEREAS**, Company is willing to allow Customer such access in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth herein, the parties agree as follows:

1. Company shall provide Customer with a separate log-on identification code (“ID Codes”) and Password for each of Customer’s employees designated by Customer. In addition, Company shall provide the telephone numbers and/or Internet address (URL) for access to the Web Site system (the ID Codes, Passwords, and the communications network are cumulatively referred to herein as the “System”). Customer agrees that only those employees it authorizes to conduct business shall be allowed to apply for ID Codes, Passwords and access to the System. In order to receive the ID Codes, Passwords and URL and to access the Web Site system, each of Customer’s qualifying employees who will utilize the System must first complete and return to Company the currently effective Web Site Subscription Request(s). Customer shall maintain the ID Codes, Passwords and URL in confidence and shall not use the System except as authorized herein and shall not disclose the URL, ID Codes or Passwords to others. If any employee of Customer leaves the employment of Customer or his/her scope of employment does not require access to the Web Site, Customer will immediately so notify WBI Energy Midstream, LLC or Company. Customer agrees to take all necessary precautions to ensure that no other party, except its authorized employees, shall utilize the ID Codes, and/or Passwords.
2. Except for the restricted right to utilize the System provided herein, Customer is granted no rights under the System. Customer shall not copy the system or use the System to prepare derivative works. Customer shall properly utilize the System in accordance with Company’s instructions, shall make no effort to improperly access the Web Site System or the computers on which the System is operating, and shall make no effort to reverse-engineer the System.
3. It is Customer’s responsibility to check any data input by Customer. Any discrepancy discovered or which should have been discovered by Customer review shall be the responsibility of Customer. Customer acknowledges that Company continues to maintain alternative methods of communicating information and is aware of those methods. Customer agrees to utilize one of the alternative methods of communicating with Company in the event the System is not accessible for any reason.
4. 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. 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, COMPANY DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer agrees Company shall have no liability whatsoever, whether in contract or tort, for any losses sustained as a result of failures or deficiencies in the System. In no event shall Company be liable for any incidental, consequential, special or punitive damages arising out of or in connection with the delivery, 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 indemnify and hold harmless Company from all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by Company) brought by third parties based upon, arising out of or resulting from Customer’s use of the System, except that WBI Energy Midstream, LLC will remain liable for its own gross negligence or willful misconduct.

5. Both Customers and Company shall have the right to terminate this Agreement at any time for any reason whatsoever, with or without cause. Company shall have the right to modify or terminate its Web Site System and/or Customer's right to use the System at any time. Company also reserves the right to invalidate ID Codes and Passwords for cause and shall provide reasonable notice of such invalidation. Upon termination of this Agreement or upon request by Company, Customer shall thereafter immediately cease all use of the System.
6. This Agreement may not be assigned, licensed or transferred (except as part of the assets of Customer's business to which this Agreement relates) by Customer without the express written consent of Company.
7. There are other written agreements in place between the parties and this Agreement shall not cancel or supersede those other agreements except to the extent inconsistent with the specific items 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 NORTH DAKOTA, excluding any conflicts of law, rule or principle that might refer same to the laws of another jurisdiction.
8. Any notice provided for in this Agreement shall be in writing and shall be considered as having been given if sent by facsimile, delivered personally or if mailed by United States mail postage prepaid to the following addresses, respectively.

**WBI Energy Midstream, LLC**  
 1250 West Century Avenue  
 P.O. Box 5601  
 Bismarck, ND 58506-5601  
 Attn: Jennifer Vogel  
 Phone: 701-530-1591  
 Email: MSNoms@WBIEnergy.com  
 Fax: 701-323-3120

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 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

IN WITNESS WHEREOF, Company and Customer have executed this Agreement to be effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

COMPANY: **WBI Energy Midstream, LLC**  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

*Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

CUSTOMER: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_