

QuestLine™ Access Agreement

THIS AGREEMENT is entered into this day of _____, between **QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH** (in Utah) and **DOMINION ENERGY WYOMING** (in Wyoming) (hereinafter Dominion Energy), 333 S. State Street, P.O. Box 45433, Salt Lake City, UT 84145-0433 and _____, _____ (Shipper).

The Parties represent as follows:

- A. Dominion Energy has established an interactive electronic nominations/confirmations system known as QuestLine (QuestLine). QuestLine is an interactive information and transaction service accessible by personal computer. QuestLine allows shippers on Dominion Energy's system to input nominations, review nominations, manage balancing matters, and run and view reports.
- B. Shipper desires to obtain information and to transact business with Dominion Energy and others using QuestLine. Shipper understands that by using QuestLine it may enter into binding contracts with Dominion Energy and with third parties.

The Parties agree as follows:

1. Before Shipper may transact business on QuestLine, Shipper must have an executed a TS, FT-1, IT or ICT contract with Dominion Energy and must be in compliance with all applicable provisions of Dominion Energy's Tariff for the jurisdiction under which Shipper receives natural gas transportation service (either Dominion Energy's Natural Gas Tariff for Gas Service in the State of Utah No. 500 or its Gas Service in the State of Wyoming No. 2, whichever applies) (Tariff). Shipper must provide its own hardware and internet connection.
2. Upon receipt of a fully executed contract, Dominion Energy will assign Shipper, and Shipper's designees, a log-on ID and password (Access Code) that may be used to transact business (such as requesting imbalance trades) on QuestLine. Each QuestLine user must have his/her own Access Code. Shipper will be bound by any transaction conducted on QuestLine using any Access Code assigned to Shipper or its designees (Shipper's Access Codes). The use of the Shipper's Access Codes shall be deemed to constitute Shipper's signature and approval of the QuestLine transaction. Shipper's Access Code may be changed at any time by Dominion Energy, upon request by Shipper.
3. Shipper has identified, on Exhibit A hereto, designees who shall be granted access to QuestLine. Shipper hereby expressly provides each designee listed on Exhibit A with authority to transact business on QuestLine on Shipper's behalf and to conduct business and utilize QuestLine on Shipper's behalf as more fully set forth herein. Shipper may revoke access for any or all of the individuals identified on Exhibit A, or add additional users, by providing written notice in a form reasonably acceptable to Dominion Energy. Such notice may be delivered to Dominion Energy electronically at account.management@dominionenergy.com. Such notice will be deemed received upon actual receipt by Dominion Energy. Neither Shipper nor its designees shall be authorized to access or transact business on Dominion Energy's QuestLine until Shipper has received access authority from Dominion Energy. Shipper shall be responsible for any and all unauthorized or otherwise improper use of Shipper's Access Codes, including but not limited to the use of such Shipper's Access Codes by Shipper's former personnel who are no longer in Shipper's employment or control.
4. Shipper has identified, on Exhibit B, its marketer/gas supplier. Shipper will notify Dominion Energy at least one calendar week prior to changing marketers/gas suppliers by providing written notice along with a replacement Exhibit B to Dominion Energy at account.management@dominionenergy.com. Such notice will be deemed received upon actual receipt by Questar Gas. Such notice and replacement Exhibit B must be **received** at least one calendar week before Questar Gas receives supplies from the new marketer/gas supplier.
5. Shipper agrees that approving, agreeing to, or entering into a transaction as provided by QuestLine, as it now exists, or may in the future be modified, and subject to the Tariff, shall constitute a written contract (Contract). Shipper agrees to be bound by all of the terms and conditions of Dominion Energy's Tariff.

Shipper agrees, by its signature on this Agreement, that each transaction on QuestLine specifically incorporates Dominion Energy's Tariff as it now exists or as it may exist in the future. By executing this Agreement, Shipper agrees that use of Shipper's Access Codes together with any confirmation of a Contract will constitute an executed writing. Shipper hereby waives any statute of frauds defense to the enforceability of any Contract arising from the use of QuestLine.

6. Shipper warrants that any employee or agent of Shipper using QuestLine shall have all necessary power and authority to use QuestLine and enter into and honor Contracts as herein provided.
7. Shipper must promptly notify Dominion Energy of any breach of security such as loss, theft or unauthorized disclosure or use of any of Shipper's Access Codes, or any portion thereof. Until Dominion Energy is notified by email at account.management@dominionenergy.com, of a breach of security, Shipper will remain liable for any unauthorized use of or transaction conducted on QuestLine using Shipper's Access Codes. Shipper must immediately notify Dominion Energy when a new person is given use of the access and/or signature codes or when a person's use has been revoked by Shipper. Notice will be deemed given upon actual receipt by Dominion Energy.
8. Shipper may download, store, manipulate, analyze, reformat, print and utilize the information from QuestLine only for its own uses related to transportation on Dominion Energy's system. Shipper shall not directly or indirectly publish, broadcast or distribute the information in any medium, except that Shipper may use portions of the information for internal printed communications and memoranda. The service and the information contained on QuestLine may not be resold in whole or in part or otherwise commercially exploited by Shipper.
9. Shipper must provide all personal computer communications equipment necessary to gain access to QuestLine. QuestLine can be accessed via Dominion Energy's Internet web page at www.dominionenergy.com.
10. Unauthorized access by Shipper to QuestLine, to restricted portions of QuestLine or to other telecommunications or computer facilities used to deliver QuestLine services are a breach of this Agreement.
11. This Agreement shall commence on the date of execution and shall continue, in full force and effect, until terminated. Dominion Energy may terminate Shipper's access to QuestLine, with or without notice, with or without cause, for any reason including but not limited to violations of this Agreement, failure to honor any Contract entered into through QuestLine, failure to pay amounts owed to Dominion Energy, or termination of an agreement between Dominion Energy and Shipper for transportation service. Shipper may terminate this Agreement for any reason upon 30 days written notice, but no such termination shall affect Shipper's obligation for Contracts entered during use of QuestLine. Shipper agrees to discontinue the use of QuestLine upon termination of this Agreement.
12. Shipper further agrees that Dominion Energy may modify or limit QuestLine at any time and without notice.
13. Dominion Energy shall have no liability to Shipper or any other party for damages caused by the incompleteness or inaccuracy of any information posted to QuestLine, or any information subsequently re-posted by any other party. Dominion Energy shall have no liability to Shipper or any other party for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communication and line failure, theft or destruction, or unauthorized access to alteration of or use of QuestLine, whether for breach of contract, tortious behavior, negligence or under any other cause or action. Dominion Energy shall not be liable to Shipper or any other party for any direct, consequential, punitive, special or other damages arising in any way from any errors, omissions, loss, inaccuracies or the availability of the information regardless of the form of the action, whether in contract or tort.

14. Dominion Energy shall have no liability to Shipper for any obligations imposed by this Agreement when such failure shall be caused, or materially contributed to, by Force Majeure. Force Majeure means acts of God, blockades, insurrections, riots, epidemics, flood, washouts, landslides, mudslides, earthquakes, extreme cold or freezing weather, lightning, restraint or rulers of peoples, civil disturbances, explosions, breaking or freezing of or an accident to machinery or materials or equipment, computer hardware or software failure, the order of any court or governmental authority having jurisdiction, and any other cause whether the kind herein enumerated or otherwise, not reasonably within Dominion Energy's control and which by the exercise of due diligence Dominion Energy is unable to prevent or overcome and which prevents or interferes with access to or use of QuestLine. Failure to prevent or settle any strike or strikes shall not be considered a matter within the control of Dominion Energy.
15. Dominion Energy expressly disclaims any and all warranties, including, without limitation, any warranties as to the availability, accuracy or content of information located on QuestLine and any warranties of merchantability or fitness for a particular purpose.
16. Shipper agrees to defend, indemnify, and hold harmless, Dominion Energy, its officers, agents, employees, and contractors against any and all liabilities for loss or damage, whether to Shipper or to any third party, occurring in connection with or relating in any way to this Agreement or the use of QuestLine, including costs and attorneys' fees (whether or not such liability, loss, or damage results from any demand, claim, action, cause of action, or suit brought by Shipper or by any person, association, or entity, public or private, that is not a party to this Agreement) where such liability, loss or damage is suffered by Dominion Energy, its officers, agents, employees, customers, or contractors as a direct or indirect result of any sole or concurrent negligence or other tortious acts or omissions by Shipper, its designees (set forth on Exhibit A), its officers, its agents, its employees, or its contractors. Shipper further agrees that it shall defend and indemnify Dominion Energy from and against any and all claims, demands and actions, and any resulting loss, costs, damages and expenses (including court costs and attorneys' fees) of any nature whatsoever that may be asserted against or imposed upon Dominion Energy by any person as a result of the unauthorized or otherwise improper use of any of Shipper's Access Codes, except when such unauthorized or improper use is the result of negligence or wrongful conduct on the part of Dominion Energy.
17. Shipper may not assign or transfer this Agreement to any other entity.
18. Except as set forth in Paragraphs 3 and 4 above, this Agreement may only be amended or modified in by a written amendment that both refers to this Agreement and is executed by both Parties. Notwithstanding the foregoing, Shipper's use of QuestLine shall be in accordance with and subject to the Tariff, as it may change from time to time, including but not limited to any and all applicable provisions and balancing procedures, all of which are incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and any other applicable terms and conditions set forth in the Tariff, the Tariff shall govern. This Agreement shall be subject to and governed by the laws of the state in which Shipper receives transportation service from Dominion Energy (either Utah or Wyoming), without regard to doctrines governing choice of law. If Shipper receives transportation service from Dominion Energy in both Utah and Wyoming, then this Agreement shall be governed by the law of the State of Utah without regard to doctrines governing choice of law. This Agreement and the obligations of the Parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.
19. Neither Party shall, by mere lapse of time without giving notice or taking other action, be deemed to have waived any breach by the other Party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other Party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.
20. Shipper agrees to exercise due and reasonable care in the use of QuestLine.
21. Shipper wishes to participate in imbalance trading procedures. Shipper agrees to permit Dominion Energy to make available for trading, imbalance information pertaining to the transportation service provided to Shipper. Shipper acknowledges that it has read the Tariff (available online at www.dominionenergy.com)

and is familiar with the provisions governing imbalance trading. Once a trade is agreed upon, Shipper will notify Dominion Energy of the decatherm amount traded and will identify each trading party. This notice to Company will be deemed to be Shipper's direction to Dominion Energy to make the imbalance trade for Shipper's account. If a trading partners' notice coincides, within the trading period, Dominion Energy will adjust Shipper's account to reflect the imbalance trade. When notices do not coincide, imbalances will not be considered traded.

- 22. If any provision of this Agreement is declared null, void, unenforceable, or voidable by a court or administrative body of competent jurisdiction, then that provision will be deemed stricken and the remaining provisions of this Agreement will remain in full force and effect.
- 23. Shipper's obligations to defend and indemnify, as more fully set forth herein, shall survive the termination of this Agreement and shall continue thereafter.
- 24. Except as otherwise provided in this Agreement, any notice under this Agreement shall be in writing and shall be sent via e-mail and another form of service with delivery confirmation such as federal express or hand delivery, to the address of the Party intended to receive the same, at the following address:

Shipper

**Questar Gas Company dba Dominion Energy Utah (in Utah)
and Dominion Energy Wyoming (in Wyoming)**
Attn: Bruce Rickenbach
Manager, Account and Municipal Relations
Questar Gas Company dba Dominion Energy Utah and Dominion Energy Wyoming
1140 West 200 South
Salt Lake City, Utah 84104
account.management@dominionenergy.com

Notice shall be deemed given upon receipt.

- 25. Each of the Parties hereto acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The Parties further agree that this Agreement is the complete and exclusive state of agreement and supersedes all oral or written understandings, proposals, representations, conditions, warranties, covenants, and all other communications between the parties relating to the use of QuestLine. This Agreement, as of the date of its execution, shall supersede and terminate any previously executed agreements between Shipper and Dominion Energy with respect to the use of QuestLine.
- 26. Each person signing this Agreement represents and warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

THIS AGREEMENT is entered into by the authorized representatives of the Parties whose signatures appear below.

Shipper:

Company:
**Questar Gas Company dba Dominion Energy
Utah (in Utah) and Dominion Energy Wyoming
(in Wyoming)**

By: _____

By: _____

Printed Name

Bruce Rickenbach

Title

Authorized Representative

Exhibit A

The following designees shall be granted access to QuestLine and Authority to transact business on QuestLine on behalf of _____ [Shipper name],
_____ [Shipper service address]:

User #1.

Name: _____
E-mail address: _____
Telephone Number: _____

User #2.

Name: _____
E-mail address: _____
Telephone Number: _____

User #3.

Name: _____
E-mail address: _____
Telephone Number: _____

User #4.

Name: _____
E-mail address: _____
Telephone Number: _____

User #5.

Name: _____
E-mail address: _____
Telephone Number: _____

The person signing this Exhibit A represents and warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

Print Name _____
Title _____

Exhibit B

The following is the designated marketer/gas supplier for _____ [Shipper name],
_____ [Shipper service address]:

Company: _____
Contact Person: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

Customer hereby authorizes the identified marketer /gas supplier to request Alternate Receipt Points for Customer.

The person signing this Exhibit B represents and warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

Print Name _____
Title _____