

Instructions for requesting access to the Atmos Energy Customer Activity Website (CAW):

1. Print pages 2 and 3 of this document.
2. Read the agreement fully and have an officer of the company (for which the access is requested) sign the second page at the bottom.
3. Complete the third page of this document for **each employee or agent** who will be using the website. Each employee should have their own User ID / password.
4. Designate on the third page the business roles and functions requested. These could vary for each employee or agent.
5. Fax the completed forms to the Atmos Energy Online Customer Website Administrator at **(214) 206-2107**, or Email the completed forms to onlineUAR@atmosenergy.com

Note: If you are an **Energy Consultant** and you work in different capacities for different customers (you only view information for some companies, but you submit nominations for others, for example) you will need a separate User ID for each role, with the appropriate companies associated with each. The company for whom you are consulting must sign an online agreement authorizing you to view their data, or authorizing you to act as their agent, as the case may be.

For assistance please contact us at (214) 206-2672.

CUSTOMER USE AND ACCESS AGREEMENT

This Customer Use and Access Agreement (this "Agreement") is dated this ____ day of _____, 20__, and is entered into, by and between: _____ ("Customer"), and Atmos Energy ("Company").

1. **Grant of License.** Company hereby grants to Customer a revocable, limited, non-transferable license to view information contained on Company's internet-based website (the "Website"), including measurement information related to Customer's contracted-for natural gas transportation and other services provided to Customer by Company, and other relevant information concerning such services, and to communicate information concerning such services to Company. Customer is responsible for providing the computer hardware, software, and internet access necessary to properly utilize the Website.

2. **Account.** As soon as reasonably practicable after execution of this Agreement and the submission by customer of a completed Customer Activity Website (CAW) Account Request Form, Company will issue Customer a user name and password ("Account") unique to each authorized user, which will allow Customer to access the Website. Customer must complete a Customer Activity Website (CAW) Account Request Form for each employee or agent authorized to access and use the Website. Any agent of Customer given access to the Website via the Account must be appointed by Customer specifically for such purpose, in writing executed by Customer and Customer's agent and provided to Company prior to requesting and/or disclosing Account information to the agent. Customer will implement reasonable measures to protect the confidentiality of the Account and Customer must immediately notify Company, in writing, of any unauthorized disclosure or use of the Account. Upon termination of this Agreement, Customer must immediately erase, or render unusable and inaccessible, the Account information residing on any computers of Customer. An Account that is inactive for 90 days will be automatically suspended and Customer must, thereafter, contact Company if Customer desires that the suspended Account be reinstated. Periodically, Company will delete inactive Accounts. Deleted Accounts may require completion of a new Customer Activity Website (CAW) Account Request Form to re-enable Website access. Customer should request an individual ID for each person intending to access the Website. Customer may only request or provide an Account to its employees or agents. Company reserves the right to invalidate Customer's Account at any time in the event Customer breaches any provision of this Agreement, and Customer fails to cure the breach within 24 hours after notification of such breach.

3. **Use of Website.** Customer will be solely responsible for any and all acts or omissions with respect to access and use of the Website by any authorized or unauthorized person using an Account. Customer agrees, on behalf of itself and any user of the Account, to attempt to access only the data on the Website that Customer is authorized to access under the provisions of this Agreement, and to use the Website solely for lawful purposes authorized under this Agreement. All attempts to access the Website, whether successfully or unsuccessfully, may be recorded by Company.

4. **Indemnity.** **Customer agrees to indemnify, defend, protect, and hold harmless Company, and each of its officers, directors, agents, and employees against all losses, expenses, and liabilities resulting from, arising out of, or in any way connected with the use of the Website by Customer, or any of its agents or employees.**

5. **No Warranties.** Information on the Website is provided as is, without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, and Company makes no representations regarding the accuracy, completeness, or reliability of text, graphics, links, and other items accessed from or via the Website. Company assumes no responsibility for errors or omissions in the materials contained on the Website. Information on the Website may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. Company may also make improvements and/or changes in the Website, or terminate the Website in whole or in part, at any time without notice to Customer. Customer understands that data on the Website may be in a raw, or unprocessed, form. Company assumes no liability, and it is solely Customer's responsibility to protect itself against, viruses, worms, trojan horses and other items of a destructive nature that may be communicated over the internet.

6. **Limitation of Liability.** **Under no circumstances shall Company or any of its officers, directors, employees, subsidiaries, agents, or parents be held liable for any damages, whether direct, punitive, incidental, indirect, special, or consequential damages, and including, without limitation, lost revenues or lost profits arising from or in connection with the use, reliance on, or performance of the information on the Website.**

7. **Term.** This Agreement will be effective as of the date first indicated above and will continue in full force and effect until terminated by either party with at least ten days prior written notice to the other party.

8. **Miscellaneous.**

a. All notices required or permitted under this Agreement must be either: (i) in writing and hand delivered or forwarded by United States mail and sent to the parties at the addresses specified by the relevant party from time to time; or (ii) sent via electronic mail to the parties at the electronic mail address specified by the relevant party from time to time. Any notices sent pursuant to this Agreement will be deemed to have been received upon deposit in the U.S. Mail, if mailed, or immediately upon transmission of the electronic mail message. To the extent Customer utilizes the Website to transmit and receive system notices under any natural gas transportation agreements, facilities construction agreement, or any other agreement with Company, then the notice provision of such agreement shall be deemed to be satisfied if such notice is delivered pursuant to the procedures set forth in this paragraph.

b. **This Agreement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law provisions.**

c. This Agreement and the obligations of the parties are subject to all present and future valid laws, either state or federal, with respect to the subject matter hereof, and to all other valid present and future laws, rules, orders, and regulations of governmental authorities having jurisdiction.

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representatives of the parties.

CUSTOMER:

ATMOS ENERGY CORPORATION

By: _____

By: _____

Printed Name:

Printed Name:

Title:

Title:

Request Type:

- Add
 Delete
 Modify

Atmos Energy Corporation Customer Activity Website (CAW) Account Request Form

Company Name		
Representative		
Email Address	Phone Number	
Mailing Address	Fax Number	
City	State	Zip

Please note all fields in the section above are required to setup an account

Business Role	Functions Requested
<input type="checkbox"/> Industrial End-User	<input type="checkbox"/> Nominations
<input type="checkbox"/> Electric Gen	<input type="checkbox"/> Contract Reports and Statements
<input type="checkbox"/> Thru System Shipper	Invoices
<input type="checkbox"/> Pooler / Agent	Contract Imbalance Statements
<input type="checkbox"/> LDC	Nom/Confirmed Station Totals
<input type="checkbox"/> Point Operator	Measurement Reports
<input type="checkbox"/> Consultant (View Only)	<input type="checkbox"/> Point Operator Reports
<i>At least one business role must be selected</i>	Allocation Statements
	Operator Schedules Volumes
	Nom v Flow
	Volume Reports
	<input type="checkbox"/> Pooler Reports
	Pool Balance Estimate
	Pool Station Confirmation

States For Which Access Is Requested
<input type="checkbox"/> Atmos Pipeline-Texas (APT) / Mid-Tex
<input type="checkbox"/> Colorado
<input type="checkbox"/> Kansas
<input type="checkbox"/> Kentucky
<input type="checkbox"/> Louisiana (TLGP)
<input type="checkbox"/> Mississippi
<input type="checkbox"/> Tennessee
<input type="checkbox"/> West Texas
<input type="checkbox"/> Virginia

Atmos Energy Use Only	
ATMOS ENERGY-OUA	
Received Date:	Contract Admin Approved:
Group:	System Admin Approved:
User ID:	Account Setup:
Initial PW:	Account Info Sent