

## **PLAINS MIDSTREAM CANADA ULC SCHEDULING APPLICATION TERMS OF USE**

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PLAINS MIDSTREAM CANADA ULC ("**PLAINS**") OWNS AND OPERATES THE PLAINS SCHEDULING APPLICATION ("**PSA**"). THESE TERMS OF USE ("**TERMS**" or "**AGREEMENT**") APPLY TO ALL USERS OF THE PSA, INCLUDING USERS WHO ACCESS THE PSA THROUGH THE IPHONE OPERATING SYSTEM ("**iOS**") OR ANDROID MOBILE APPLICATION, OR WHO ACCESS THE PSA THROUGH A WEB BROWSER.

**PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING FOR AN ACCOUNT AND/OR USING THE PSA, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE PSA OR ANY OF ITS CONTENT OR SERVICES.**

THESE TERMS MAY BE AMENDED OR UPDATED BY PLAINS, AT ITS SOLE DISCRETION, FROM TIME TO TIME WITHOUT NOTICE AND IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS REGULARLY FOR ANY CHANGES. YOUR USE OF THE PSA AFTER ANY AMENDMENTS OF THESE TERMS SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

### **I. SERVICE TERMS**

1. **Overview.** The PSA is provided by Plains to enable registered users to book a timeslot at a specific riser at a designated Plains terminal facility for the purposes of loading or unloading product.
2. **Registering to use the PSA.** To use the PSA, you must first register your email account with Plains. You will receive an email invitation from Plains to redeem your invitation to register your email account with Plains. This is your own email account and you agree that Plains may access basic information about your account for the purposes of authenticating your identity to grant access to the PSA. You are solely responsible and liable for any and all activity that occurs under your registered account. Please choose a strong password for your account and do not reveal your password to others. You are responsible for keeping your password confidential and secure.
3. **Important Terms for Users**
  - a) **License to Access and Use PSA.** Plains grants you a limited, non-exclusive, non-transferable, internal license to access and use the PSA. Your right to use the PSA is limited by compliance with the terms and conditions set forth in this Agreement and all applicable laws or regulations.
  - b) **Lease Operator/Third Party Carrier.** Lease operators are companies contracted by Plains to haul trailers owned by Plains ("**Lease Operators**"). Third party carriers ("**Carriers**") are companies that haul products to and from Plains facilities, but are not contracted by Plains. Lease Operators and Carriers may use the PSA, on behalf of

their drivers, to schedule the arrival and reserve timeslots for loading and unloading of product at a designated Plains terminal facility

- c) **Driver.** Drivers are employees or contractors of Lease Operators or Carriers and are permitted to drive and haul trailers containing product to and from Plains' facilities. Unless a Lease Operator or Carrier has reserved a timeslot on behalf of their driver, each driver will use the PSA to schedule their own arrival and to reserve timeslots for loading and unloading their product at a designated Plains' terminal facility.
4. **TerminalBOSS Reservation Token.** All scheduled timeslots result in a TerminalBOSS Reservation Token ("**TOKEN**"), which is for the exclusive use of the driver to load or unload product at a designated Plains terminal facility. If you are a Lease Operator or Carrier reserving timeslots on behalf of your drivers, you will be responsible for notifying your drivers of their TOKEN. This TOKEN should not be shared with other drivers and you remain responsible for any activity that occurs under your registered account.
5. **Restrictions on Use of the Plains Scheduling Application.** From time to time, without notice, Plains may impose certain limitations on the use of the PSA, including, but not limited to, restricting the number of accounts you may register. Plains reserves the right to modify or restrict use of the PSA. You agree to use the PSA only for purposes as permitted by these Terms and not to use the PSA for any purpose prohibited by applicable law or regulation.

In using the PSA you shall not:

- a) use the PSA while driving your vehicle;
  - b) intentionally or unintentionally violate any applicable local, state, provincial, national, or international law or regulation, including without limitation using the capabilities of the PSA to transmit any unlawful content, to harass or intimidate others, to spam third parties or to impersonate anyone else;
  - c) license, sell, rent, lease, transfer, assign, distribute, host or otherwise commercially exploit the PSA (except for the reservation of timeslots as permitted herein);
  - d) modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the PSA or any software provided by us; and
  - e) reserve multiple contiguous timeslots on a riser solely for the purposes of restricting other users from booking the same timeslot or blocking the time for your exclusive use. Notwithstanding the foregoing and subject to Section III.3 below, up to two contiguous timeslots may be reserved if you believe in good faith and acting reasonably, you require the extra time to complete the loading or unloading of your product.
6. **Representations and Warranties.** You represent, warrant and covenant that you are or have, or represent a company that is or has: (i) in good standing under the laws of the jurisdiction of incorporation or organization and duly qualified to transact business in each jurisdiction where qualification is required; (ii) the full power and authority to enter into and perform such obligations under this Agreement to make a reservation; and (iii) provided only information that is complete, accurate and true

to Plains and/or to other users of the PSA. You agree and represent that you have the ability to be bound by the terms hereof or have the authority to bind a company to the terms hereof.

7. **Indemnification.** You agree to defend, indemnify and hold Plains, its affiliates, subsidiaries, directors, officers, employees, agents, partners and licensors harmless from any losses, damages, claims, costs, expenses or demands, including reasonable attorneys fees, suffered by Plains relating to or arising from: (a) any content you submit, post, transmit or otherwise make available through the PSA; (b) your use of the PSA in breach of the terms of this Agreement; or (c) any activity conducted by you in using the PSA or any activity conducted under your registered account. This obligation shall survive the termination or expiration of these Terms and/or your use of the PSA.

## II. DATA & INTELLECTUAL PROPERTY (IP) TERMS

1. **Personal Information.** When you register your email account with Plains to use the PSA, Plains will have access to certain personal information and device data. This personal information is used solely for managing and delivering the PSA. We do not rent or sell customer lists. It is the obligation of the Carrier to obtain appropriate consent from any personnel or contractors whose personal information is stored by the PSA.
2. **Plains IP Rights.** The PSA, and the information which it contains and which we make available, is the property of Plains and is protected from unauthorized copying and dissemination by law. Plains product or service names or logos appearing in the PSA are either trademarks or registered trademarks of Plains Midstream Canada ULC. The absence of a product or service name or logo from this list does not constitute a waiver of Plains' trademark or other intellectual property rights concerning that name or logo.

## III. PAYMENT TERMS

1. **Fees Generally.** Subject to Section III.2 below, Plains will not charge for the use of the PSA.
2. **Data Fees.** Any charges incurred from the mobile device carrier associated with use of the PSA, including without limitation data usage, are the sole responsibility of the driver or its Lease Operator or Carrier.
3. **Missed Reserved Timeslots.** In the event the driver (a) reserves timeslots contrary to Section I.5(e) and solely for the purpose of restricting other users from booking the same timeslot or blocking the time for its exclusive use, or (b) has missed reserved timeslots, the driver or its Lease Operator or Carrier shall be liable and pay to Plains up to \$500 per infraction, which shall be evaluated and determined by Plains at its sole discretion. In that case, Plains shall provide the driver or its Lease Operator or Carrier an invoice and the driver or its Lease Operator or Carrier shall pay Plains in accordance with the terms of payment contained in such invoice. If the driver or its Lease Operator or Carrier fails to make payment as required under this Section III.3, in addition to any other remedies available to Plains under this Agreement, Plains may exercise such other rights or remedies available at law or in equity, including but not limited to, damages or any other equitable remedy.

#### IV. CONFIDENTIALITY

1. **Definition of Confidential Information.** As used in these Terms, "**Confidential Information**" means all confidential and proprietary information of a party (the "**Disclosing Party**") disclosed to the other party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
2. **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, except with the Disclosing Party's prior written permission.
3. **Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).
4. **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
5. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections in these Terms, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

#### V. TERM AND TERMINATION

1. **Termination by You.** You may terminate your account and/or stop using the PSA at any time but will not be able to reserve your own timeslots.
2. **Termination or Suspension by Plains.** Plains may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the PSA and may cancel any or all of your future bookings at a Plains facility. Cause for such termination shall include, but not be limited to: (a) violations of the Terms or any other policies or guidelines posted in the PSA; (b) a request by you to cancel or terminate your account; (c) discontinuance or material modification to the PSA or any part thereof; (d) a request and/or order from law enforcement, a judicial body, or other government agency; (e) where provision of the PSA to you is or may become unlawful; (f) unexpected technical or security issues or problems; or (g) your participation in fraudulent or illegal activities. Any such termination or suspension shall be made

by Plains in its sole discretion, and Plains will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the PSA.

3. **Effect of Termination.** On termination, you will lose all access to the PSA and any portions thereof, including but not limited to your account.

## **VI. IMPORTANT DISCLAIMERS AND SERVICE LIMITATIONS**

1. THE PSA IS PROVIDED "AS IS." PLAINS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATING TO THE PSA, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PLAINS OR THROUGH OR FROM THE PSA SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
2. UNDER NO CIRCUMSTANCES WILL PLAINS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON THE PSA, INCLUDING WITHOUT LIMITATION THE WEBSITE OR MOBILE APPLICATION, AND INFORMATION IN ANY CONTENT IN THE PSA. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE IN THE PSA.
3. UNDER NO CIRCUMSTANCES SHALL PLAINS BE LIABLE FOR ANY DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE THE PSA AT ANY TIME; (II) ERRORS, MISTAKES, OR INACCURACIES; OR (III) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE PSA.
4. NEITHER PLAINS NOR ANY USER OF THE PSA SHALL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PSA, INCLUDING LOSS OF PROFIT OR BUSINESS INTERRUPTION LOSSES, REGARDLESS OF WHETHER SUCH CLAIM ARISES UNDER OR RESULTS FROM CONTRACT, TORT OR STRICT LIABILITY.

## **VII. GENERAL TERMS**

1. **Access to Your Account and Content.** You acknowledge and agree that Plains may access, use, preserve and/or disclose your account information and content if legally required to do so or if Plains, acting reasonably, believes such access, use, disclosure or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce these Terms, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Plains, other users or the public as required or permitted by law.
2. **Changes to the Plains Scheduling Application.** Plains reserves the right to modify, suspend or stop the use of the PSA (or any part thereof), either temporarily or permanently, at any time or from time to time, without notice to you. Without limiting the foregoing, Plains may post a notice of any such changes to the PSA on the website or mobile application. Plains shall not be liable to you or any third party for any modification, suspension or cessation of the PSA. You acknowledge that Plains has no

express or implied obligation to provide, or continue to provide, the PSA or any part thereof, now or in the future; and in addition, Plains may at any time, upon prior notice as required by applicable law, institute charges or subscription fees for the PSA.

3. **Feedback.** We welcome your suggestions, comments and feedback on the PSA more generally ("**Feedback**") as it helps us to improve the product and our services. If you provide us with Feedback, you agree that: (a) we are not subject to any confidentiality obligations in respect to the Feedback; (b) the Feedback is not confidential or proprietary information belonging to you or any third party and you have all of the necessary rights to disclose the Feedback to us; (c) Plains may freely use Feedback without any restrictions for its purposes but not with the general public unless otherwise agreed in advance; and (d) you are not entitled to receive any compensation or re-imburement of any kind.
4. **Notices.** Plains may provide you with notices regarding the PSA by email or by postings in the PSA.
5. **Governing Law and Disputes.** This Agreement shall be governed by the laws of the Province of Alberta, Canada. The courts of the City of Calgary in the Province of Alberta shall have exclusive jurisdiction over any legal action or proceeding arising out of or relating to these Terms, or the PSA. You agree that any claim or cause of action arising out of or related to these Terms or the use of the PSA must be filed within one (1) year after the cause of action arose or be forever barred.
6. **Entire Agreement.** These Terms (together with the [Plains Midstream Canada Privacy Policy](#)) constitute the entire agreement governing use of the PSA. If any part of these Terms is held to be unlawful, void or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. Our failure to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. You may not assign any part of these Terms or any rights or licenses granted hereunder, whether voluntarily, by operation of law or otherwise without our prior written consent.
7. **Questions/Contact.** If you have any questions about these Terms or if you wish to receive any additional information, provide Feedback or raise any concerns in relation to the PSA, please contact us at: [mobilesolutions@plainsmidstream.com](mailto:mobilesolutions@plainsmidstream.com).