

Tesoro Electronic Transactions Terms & Conditions

As you know from our previous email, **Tesoro Companies, Inc.** (“Tesoro”) is transitioning its procure-to-pay processes over to the Ariba Network. By accepting the Trading Relationship with Tesoro on your Ariba Account, you are agreeing to these terms.

You and Tesoro acknowledge the joint intent to automate certain operations for purchase and sale transactions by transmitting and receiving “Electronic Documents” through the use of the process utilized by Tesoro and you for the transmission and receipt of payment and order related documents electronically (“E-Routing”). “Electronic Documents” means those documents related to payments and orders between you and Tesoro, including but not limited to, purchase orders (“PO”), service orders (“SO”), change requests, advance ship notices, delivery schedules and receipt confirmations, requests for proposals, invoices, order acknowledgements, catalogs, catalog punch-outs, reports provided by you to Tesoro, product literature and information, parts lists, notices as required or allowed hereunder, clarifications and confirmations.

You and Tesoro agree to use a third party network service, as designated by Tesoro in its sole discretion from time to time, for use in the E-Routing process (“E-Network”). Tesoro shall notify you of its designated E-Network in connection with your entry into any Master Service Agreements, Consulting Agreements, Supplemental Agreements, POs, SOs, Field Change Requests or other agreements with Tesoro (“Agreement”). If Tesoro designates a different or alternative E-Network, Tesoro shall notify you of such new E-Network.

You and Tesoro agree that such Electronic Documents transmitted or received using the E-Routing process shall be valid and enforceable as part of the Agreement between you and Tesoro, even if such Electronic Documents do not contain physical signatures or other traditional handwritten marks.

You and Tesoro agree that, upon implementation of the E-Routing process, the submission of Electronic Documents using the E-Network will be the primary method of submitting documents relating to orders and payments. You understand and agree that paper documents submitted in duplicate or in replacement of Electronic Documents may be withheld, returned unpaid or otherwise rejected by Tesoro in its sole discretion.

You shall bear your own costs and expenses related to implementation of the E-Routing process and transmission or receipt of Electronic Documentation related thereto. You shall also be solely responsible for any costs or expenses associated with your utilization of the E-Network, including but not limited to, purchasing or acquiring a license to install and/or use any software application, host site, support services agreement, equipment, maintenance service agreement and any renewals thereof, in order to access and utilize the E-Network.

Where there is any conflict or inconsistency with these express terms and the terms and conditions contained in any Agreement between you and Tesoro, these terms shall control until you and Tesoro expressly amend, modify or otherwise terminate these terms in writing.

Thank you for your support and we look forward to a successful enablement process and continued business.