

whether deliberate or inadvertent, of any User ID or password provided to Subscriber under the terms herein; (iv) any events of force majeure as specified under the terms of the respective Kinder Morgan Midstream Pipelines' SOCs, but also specifically including, electrical shortages or surges and/or power outages; (v) the performance of any third-party software or systems, third-party service providers, or Subscriber's internal networks, including the compatibility of the DART System therewith; (vi) an error in the entry of security or access data by Subscriber's ESA; and (vii) any defects in computer hardware or equipment, interruption or failure of computer equipment, or other technical matters beyond the Kinder Morgan Midstream Pipelines' control.

- b. Subscriber agrees to defend, indemnify and hold each of the Kinder Morgan Midstream Pipelines (collectively and individually) harmless for all claims, demands, and causes of action, and any resulting damages, losses, costs and expenses (including reasonable attorneys' fees and court costs) and all other liabilities of any nature whatsoever which may be asserted against or imposed upon any of the Kinder Morgan Midstream Pipelines by any entity arising from Subscriber's use of the DART System, whether or not such use was proper or improper, or a breach of this Agreement by Subscriber. However, Subscriber shall not be obligated to defend or indemnify any of the Kinder Morgan Midstream Pipelines (collectively or individually) for the gross negligence, bad faith, fraud or willful misconduct of such party.
- c. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF THE USE OR THE INABILITY TO USE THE DART SYSTEM. IN PARTICULAR, AND WITHOUT INTENT TO LIMIT THE FOREGOING, NEITHER THE KINDER MORGAN MIDSTREAM PIPELINES ARE NOT RESPONSIBLE FOR LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF SUBSCRIBER OR THIRD PARTIES ARISING OUT OF SUBSCRIBER'S USE OF THE DART SYSTEM.

9. Validity and Enforceability of Agreements and Notices. This Agreement has been executed by the Parties to evidence their mutual intent to exchange information and conduct business by use of the DART System, including the creation of binding service and/or related agreements, amendments, and obligations arising thereunder and otherwise related thereto. Any contractual commitment executed on the DART System shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The Parties agree not to contest the validity or enforceability of any such contractual commitments under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby. Any contractual commitment entered into by the Parties through the DART System may be introduced as documentary evidence in any judicial, arbitration, mediation or administrative proceedings, and will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of copies of any contractual commitment entered into by the Parties through the DART System under either the business records exception to the hearsay rule or the best evidence rule on the basis that the contractual commitments were not originated or maintained in documentary form. To the extent Subscriber and the Kinder Morgan Midstream Pipelines utilize the DART System to transmit and receive notices consistent with the terms of the respective SOCs and service agreements of the Kinder Morgan Midstream Pipelines, then such notice obligations shall be deemed to be satisfied and shall constitute valid notice by the Party giving such notice. Subscriber is responsible for maintaining and updating the email addresses of those individual users that Subscriber elects to receive electronic notices under the terms of the Kinder Morgan Midstream Pipelines' SOCs and for ensuring that its personnel responsible for receiving electronic notices take all necessary steps to ensure that any notices received through e-mail messages are promptly opened and read.

10. Previous Agreements. If prior to the Effective Date of this Agreement, Subscriber was a party to any agreement with one or more Kinder Morgan Midstream Pipelines regarding access to and use of the DART System, then upon the Effective Date hereof (i) such agreements shall terminate and (ii) advance notice requirements for termination of such agreements shall be deemed waived.

11. Miscellaneous.

- a. This Agreement shall be interpreted in accordance with the laws of the State of Texas, notwithstanding any conflicts of laws principles that might require the application of the laws of another jurisdiction.
- b. This Agreement is subject to any and all present and future valid and applicable laws and regulations of any court of law, governmental entity or authority or regulatory agency having jurisdiction over the Kinder Morgan Midstream Pipelines or the subject matter hereof. Any transactions performed by the Subscriber through its use of

the DART System shall be subject to and governed by the terms and conditions of the respective Kinder Morgan Midstream Pipeline's SOC.

- c. Subscriber understands and agrees that violation in any material respect of any of the provisions of this Agreement by Subscriber would cause immediate and irreparable harm to the Kinder Morgan Midstream Pipelines and that no adequate remedy exists at law, and the Kinder Morgan Midstream Pipelines shall be entitled to immediate preliminary and other injunctive relief, without any requirement to post bond, against any violation of this Agreement by Subscriber. Injunctive relief shall in no way limit any other remedies available to the Kinder Morgan Midstream Pipelines.
- d. If a court of competent jurisdiction finds any part of this Agreement invalid or unenforceable, that part will be severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remaining parts of this Agreement.
- e. The Kinder Morgan Midstream Pipelines and Subscriber agree that a failure or delay in exercising any right, power, or privilege under this Agreement on the part of any of the Parties will not operate as a waiver of any other right, power, or privilege under this Agreement. Any single or partial exercise of any right under this Agreement will not preclude further exercise of that right in whole.
- f. The Agreement and the terms thereof shall not be assignable by Subscriber or the Kinder Morgan Midstream Pipelines to any other Person without the prior written consent of the Party not seeking assignment of the Agreement, such consent not to be unreasonably withheld; provided, however, that this Agreement may be assigned by any of the Kinder Morgan Midstream Pipelines without the consent of Subscriber to an affiliate of such Kinder Morgan Midstream Pipeline with responsibility for the operation of the DART System that agrees to assume the terms and conditions herein; and, provided that the Agreement may be assigned by either Party in whole or in part without prior written approval to any person that acquires all of the assets of, merges with, changes the name of or assumes all of the obligations of Subscriber or one or more of the Kinder Morgan Midstream Pipelines.
- g. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties regarding the subject matter herein without regard to any previous oral or written communications relating to such subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized on this _____ day of _____, 20____ (“Effective Date”).

SUBSCRIBER:

Company Name: _____

GID: _____ DUNS: _____

By: _____
(Please sign)

Name: _____
(Please print)

Title: _____
(Must be an officer or authorized agent)

THE KINDER MORGAN MIDSTREAM PIPELINES

Banquete Hub LLC
Bighorn Gas Gathering, L.L.C.
Camino Real Gas Gathering Company, LLC
Copano Energy Services\Upper Gulf Coast LLC
Copano Field Services\North Texas, L.L.C.
Copano Field Services\South Texas, L.L.C.
Copano Field Services\Upper Gulf Coast LLC
Copano NGL Services LLC
Copano Pipelines\Rocky Mountains, LLC
Copano Pipelines\South Texas, LLC
Copano Pipelines\Upper Gulf Coast, LLC
Copano Processing LLC
Eagle Ford Gathering LLC
El Paso Energy Marketing De Mexico, S de R.L. de C.V.
El Paso Marketing Company, L.L.C.
Gulf Coast Express Pipeline LLC

Harrah Midstream LLC
Hiland Partners Holding LLC
Kinder Morgan Altamont LLC
Kinder Morgan Border Pipeline, LLC
Kinder Morgan Gas Natural De Mexico, S. de R.L. de C.V.
Kinder Morgan North Texas Pipeline, LLC
Kinder Morgan Tejas Pipeline LLC
Kinder Morgan Texas Pipeline LLC
Kinder Morgan Treating LP
Kinderhawk Field Services LLC
Permian Highway Pipeline LLC
Scissortail Energy, LLC
Southern Dome, LLC
Webb Duval Gatherers

By: _____
(Please sign)

Name: _____
(Please print)

Title: _____