

Kinder Morgan Pipelines' Tariffs and 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 Systems and Agreements. If prior to the Effective Date of this Agreement, Subscriber was a party to any agreement with one or more Kinder Morgan 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. If, however, on the Effective Date of this Agreement Subscriber utilizes a Non-DART System to communicate and conduct business with one or more Kinder Morgan Pipelines, then: (i) Subscriber acknowledges that each such Kinder Morgan Pipeline intends over time to fully replace each Non-DART System with the DART System and terminate Subscriber's use of each Non-DART System at the applicable time of its complete conversion to the DART System; (ii) the Kinder Morgan Pipelines shall notify Subscriber through a system-wide posting on the Kinder Morgan Pipelines' Website of the date that each Non-DART System is being fully converted to the DART System; and (iii) on the applicable conversion date for each, Subscriber understands and acknowledges that the applicable Non-DART System will no longer be available for use.

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 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 Pipeline's Tariff or 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 Pipelines and that no adequate remedy exists at law, and the Kinder Morgan 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 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 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 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 Pipelines without the consent of Subscriber to an affiliate of such Kinder Morgan 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 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 PIPELINES

Interstate:

- Cheyenne Plains Gas Pipeline Company, L.L.C.
- Colorado Interstate Gas Company, L.L.C.
- El Paso Natural Gas Company, L.L.C.
- Elba Express Company, L.L.C.
- Horizon Pipeline Company, L.L.C.
- Kinder Morgan Illinois Pipeline LLC
- Kinder Morgan Keystone Gas Storage, LLC
- Kinder Morgan Louisiana Pipeline LLC
- Midcontinent Express Pipeline LLC
- Mojave Pipeline Company, L.L.C.
- Natural Gas Pipeline Company of America LLC
- Ruby Pipeline, L.L.C.
- Sierrita Gas Pipeline, LLC
- Southern Natural Gas Company, L.L.C
- Tennessee Gas Pipeline Company, L.L.C.
- TransColorado Gas Transmission Company LLC
- Wyoming Interstate Company, L.L.C.
- Young Gas Storage, Ltd.

By: _____

Gene Nowak
Transportation/Storage Services

Signature Page to Direct Access Request Tracking (“DART”) System License Agreement