

# *DART MIDSTREAM ESA* (External Security Administrator) Request Form

☐ **MIDSTREAM Pipeline Access**

(If you need access to the INTERSTATE pipelines you must fill out and submit the DART INTERSTATE ESA form and the DART System INTERSTATE License Agreement.)

## **SECTION: 1 Designated External Security Administrator**

The individual named below will be set up in DART Security as an External Security Administrator (ESA) with the capability to request User IDs, designate activities and set security for the indicated Subscriber. INQUIRY rights are automatically assigned to the ESA along with the ability to assign additional functions to the ESA's logon profile once they receive their logon id.

An ESA requests User IDs and sets up access for individual users of Subscriber.

**Note:** By default, each User ID will have customer INQUIRY access in the DART System for the selected Pipelines.

If this individual already has an active DART Logon ID please enter it here: \_\_\_\_\_

**NAME:** \_\_\_\_\_

**WORK PHONE:** \_\_\_\_\_ **CELL PHONE (for SMS):** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

## **SECTION: 2 Approval**

The individual signing below represents and warrants that he or she has the authority to authorize the appointment of the representative of Subscriber specified above in this request as ESAs of the DART system.

**SUBSCRIBER** (your company name): \_\_\_\_\_

**LDC:** yes\_\_\_ no\_\_\_ **Are you an AGENT for this Subscriber:** yes\_\_\_ no\_\_\_

**GID Number:** \_\_\_\_\_

**DUNS Number:** \_\_\_\_\_

**Approved By:** (please write) \_\_\_\_\_

**Approver's Signature:** \_\_\_\_\_  
(MUST BE AN OFFICER OR AUTHORIZED AGENT OF THE COMPANY)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Additional Information:**

E-mail to [dartsystemsecurity@kindermorgan.com](mailto:dartsystemsecurity@kindermorgan.com) or fax 832.397.4923 the completed form to DART System Security Administration. For any questions or concerns about your DART Security you may contact us at 713.369.6767

## KINDER MORGAN MIDSTREAM PIPELINES

### DIRECT ACCESS REQUEST TRACKING ("DART") SYSTEM LICENSE AGREEMENT

This Direct Access Request Tracking ("DART") System License Agreement ("Agreement") is entered into between the natural gas entities listed below (referred to herein individually as a "Kinder Morgan Midstream Pipeline" and collectively as the "Kinder Morgan Midstream Pipelines" and \_\_\_\_\_, ("Subscriber"). The Kinder Morgan Midstream Pipelines and Subscriber are at times referred to herein collectively as the "Parties" and individually as a "Party".

#### WITNESSETH:

**WHEREAS**, the Kinder Morgan Midstream Pipelines use an electronic information system to communicate with their respective customers and other third parties and to provide and manage transportation and related services in the normal course of business, such system known as the DART System; and Kinder Morgan Midstream Pipeline

**WHEREAS**, the Kinder Morgan Midstream Pipelines desire to upgrade and enhance the manner in which existing subscribers are accessing and using the DART System; and

**WHEREAS**, Subscriber, through its duly authorized representatives, desires to begin and/or continue as applicable, using the DART System on the Kinder Morgan Midstream Pipelines in the manner and for the purposes set forth herein.

**THEREFORE**, as of the effective date set forth below ("Effective Date"), for and in consideration of the mutual benefits to accrue to the Parties hereunder, Subscriber and the Kinder Morgan Midstream Pipelines agree as follows:

1. **Identity of the Kinder Morgan Midstream Pipelines.** The Kinder Morgan Midstream Pipelines consist of natural gas entities that are owned in whole or in part and operated by a subsidiary or affiliate of Kinder Morgan, Inc.. By signing this Agreement, Subscriber will have the ability through the DART System to interact with and conduct business on one or more of the Kinder Morgan Midstream Pipelines subject to the applicable Kinder Morgan Midstream Pipeline's Statement of Operating Conditions ("SOC"), as such SOC may be revised from time to time, corporate governance restrictions, and internal business procedures, as applicable; provided however, that particular business functions accessible through the DART System may not be applicable to every Kinder Morgan Midstream Pipeline, and Subscriber's ability to interface with a particular Kinder Morgan Midstream Pipeline will depend in part upon the nature and extent of Subscriber's business relationship with a particular Kinder Morgan Midstream Pipeline.
2. **Term.** This Agreement shall become effective as of the Effective Date, and shall remain in force until terminated by either Subscriber or the applicable Kinder Morgan Midstream Pipeline or Pipelines upon which Subscriber is conducting business via the DART system giving the other not less than ten (10) business days' prior written notice; provided however that termination of this Agreement shall not affect the respective obligations or rights of the Parties arising out of any business transacted through the DART System prior to termination or arising out of the confidentiality provisions of this Agreement. Termination of this Agreement shall not be construed or interpreted as having the effect of terminating any service or related agreement(s) executed by Subscriber while using the DART System during the period in which this Agreement was in effect. Any removal of a particular Kinder Morgan Midstream Pipeline from the identified group of Kinder Morgan Midstream Pipelines (due to divestiture or otherwise) will immediately and automatically terminate this Agreement only as to such removed Kinder Morgan Midstream Pipeline and Subscriber.
3. **License.** Subscriber acknowledges that the DART System is proprietary to the Kinder Morgan Midstream Pipelines, that access is granted for the convenience of the Subscriber, and that the Kinder Morgan Midstream Pipelines retain all rights of ownership in the DART System. Nothing contained herein shall be construed to give Subscriber an express or implied license or right in any of the Kinder Morgan Midstream Pipelines' existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications or other proprietary rights associated with the DART System, including the design and architecture thereof. Subscriber shall not reverse engineer, decompile, disassemble or engage in any other acts regarding the source code of the DART System in its present or any future version. The Kinder Morgan Midstream Pipelines reserve the right to modify, change, adjust, replace or terminate all or any portion of the DART System at any time and for any reason.

#### **4. DART System Business Functions.**

- a. Pursuant to the provisions of this Agreement, and subject to any limitations contained in an individual Kinder Morgan Midstream Pipeline's SOC and/or internal business procedures, as applicable, Subscriber shall be given access to the DART System and allowed to use the DART System to perform the following business functions, as applicable, on the specific Kinder Morgan Midstream Pipelines to which Subscriber is given access via a logon ID and password in accordance with this Agreement: (1) obtain information relating to service under Subscriber's existing service agreement(s); (2) request new service(s); (3) submit or confirm nominations; (4) enter into or amend existing service agreements (through use of online, electronic execution procedures); (5) designate the notice contacts required under service agreements or applicable SOC; (6) submit imbalance resolution elections or implement trades; (7) designate or change receipt and delivery points under service agreements; (8) view and download gas volume data; and (9) view and download invoices. Such available business functions may change from time to time as specified by the Kinder Morgan Midstream Pipelines, and any such changes will be communicated by system-wide notice(s) posted on the Kinder Morgan Midstream Pipelines' Website. Subscriber and/or its authorized users shall obtain at its cost computer hardware and software necessary to utilize the DART System (including without limitation, a NAESB-compliant internet browser, Adobe document reader software, and Citrix networking software, all as upgraded and superseded from time to time). Additionally, Subscriber and/or its authorized users will ensure the lawful installation and maintenance of such software for each computer, smart phone, tablet, or other internet-compatible device from which the DART System will be accessed.
- b. As each Non-DART System is discontinued or as Subscriber's business needs evolve, Subscriber shall be entitled to revise or shift its usage of the DART System among the Kinder Morgan Midstream Pipelines as necessary to meet Subscriber's commercial interests and as consistent with this Agreement.

#### **5. Access and Security Terms.**

- a. Subscriber shall designate one or more individual(s) as an External Security Administrator ("ESA") for the purpose of identifying individual user(s) that require access to the DART System, and establishing access rights for authorized users on behalf of Subscriber. The initial designation of an ESA shall be made in writing and in the form required by the Kinder Morgan Midstream Pipelines ("ESA Request Form"). Subscriber can designate more than one ESA, and can designate replacement/additional ESA(s) from time to time by effecting such changes via the DART System. Upon receipt and acceptance of the ESA Request Form, the Kinder Morgan Midstream Pipelines or its designee shall provide Subscriber with necessary user information ("User ID(s)") and perform related setup activities for the indicated ESA. Subscriber's ESA shall be responsible for requesting DART System access for new users and updating any individual user's information and system access authority in the DART System for Subscriber's users, including, but not limited to, any changes in a user's or ESA's employment status or role in performing certain activities on behalf of Subscriber. Subscriber's ESA shall be required to perform periodic reviews of the status of a Subscriber's individual users. Subscriber represents and warrants to the Kinder Morgan Midstream Pipelines that the person(s) who are designated to perform a specific function or activity from time to time will have been duly authorized by Subscriber to perform that activity. In particular, Subscriber understands and agrees that those persons so designated to execute contracts will have the authorization necessary to enter into service agreements, amended service agreements, or other agreements or contracts in the DART System on behalf of Subscriber, and Subscriber acknowledges that any such contracts, agreements or amendments entered into through the DART System shall legally bind Subscriber to the terms and conditions thereof.
- b. Any person permitted by Subscriber to access the DART System as provided in Section 5.a. above must have, and shall be deemed to have, the legal authority to act on behalf of Subscriber in performing those functions as listed on the menu of the DART System which may change from time to time. The person or persons executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to authorize the appointment of the ESA and other representatives of Subscriber to perform the specified functions. The Kinder Morgan Midstream Pipelines shall be entitled to rely on Subscriber's request in writing or its ESA's designation online of any individual user as having been duly authorized by Subscriber to perform the designated function or activity. It shall be Subscriber's responsibility to ensure that only properly designated individuals are granted access to the DART System. The Kinder Morgan Midstream Pipelines can act, and shall be fully protected by Subscriber in acting, in reliance upon any acts or things done or performed by Subscriber's employees or designated agents on behalf of Subscriber and in respect to all matters conducted through the DART System.
- c. None of the Kinder Morgan Midstream Pipelines shall have responsibility to monitor Subscriber's employees' access to the DART System or to determine or verify whether each individual using the issued User ID either (i)

has the authority to perform the designated function or (ii) is actually the same employee that was issued the User ID. Any use of the DART System through the use of valid User IDs issued to Subscriber that have not been reported to the Kinder Morgan Midstream Pipelines as missing or stolen, shall be deemed to be used by Subscriber. Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of User ID issued to Subscriber including, but not limited to, the use of such User ID and passwords by persons who are no longer under Subscriber's employment or control or no longer have the requisite authorization to conduct business on the DART System.

- d. A User ID that remains inactive for one year or longer is subject to immediate suspension without notice. The Kinder Morgan Midstream Pipelines reserve the right to invalidate, immediately and without notice any User ID reasonably believed to have been subject to unauthorized, invalid or improper use or when one or more of the Kinder Morgan Midstream Pipelines have reason to believe that a security breach has occurred. Further, the Kinder Morgan Midstream Pipelines reserve the right to invalidate immediately and without prior notice any User ID or password in the event Subscriber breaches any of the terms of this Agreement.

**6. Confidentiality.** Subscriber shall treat all User IDs and passwords as confidential and allow use of such User IDs only by personnel that are designated by Subscriber's ESA. Subscriber agrees that it will not disclose and will inform its authorized personnel to keep confidential and not disclose any of the User IDs and passwords assigned to Subscriber to anyone without authority to access or conduct business on the DART System. Subscriber agrees to report to the Kinder Morgan Midstream Pipelines upon which it conducts business through the DART System as soon as possible if it has reason to believe that a User ID has been misappropriated or stolen either directly or indirectly through the misappropriation ("hacking") of data on Subscriber's systems or if there is any indication that a security breach has occurred. Subscriber agrees to access data only for which it has authorization. Subscriber will notify the Kinder Morgan Midstream Pipelines in the event it is able to access through the DART System a third party's proprietary information or data not related to business transactions conducted by Subscriber. Subscriber shall also treat all information concerning the design or structure of the DART System as confidential, except as provided herein, and shall use reasonable efforts to prevent any unauthorized use of the DART System or the disclosure of any information relating to the design or structure of the DART System to any third party, whether such information is in the form of abstracts, printouts, computer generated data aggregations or files, or otherwise. Confidential information shall not include information that is: (1) public at the time of disclosure to Subscriber; (2) in Subscriber's possession at the time of disclosure through means which were not in violation of any obligation of confidentiality; (3) disclosed to Subscriber by a third party not under an obligation of confidentiality; or (4) required to be disclosed by Subscriber pursuant to applicable law, rule or regulation. Subscriber shall give the Kinder Morgan Midstream Pipelines upon which it conducts business through the DART System written notice within three (3) business days of Subscriber's discovery of any event which reasonably suggests that the confidential relationship described herein has been violated by Subscriber. If Subscriber fails to maintain the confidentiality as specified herein, the Kinder Morgan Midstream Pipelines retain the right, in addition to any other remedy that the Kinder Morgan Midstream Pipelines may have, to immediately terminate this Agreement without prior notification. Subscriber's obligations under this section shall survive the termination of this Agreement.

**7. Limited Warranty.**

- a. The Kinder Morgan Midstream Pipelines will make reasonable efforts to ensure that the information accessible through the DART System is accurate and complete and to minimize any system downtime. However, the Kinder Morgan Midstream Pipelines do not warrant that any information accessible or transmitted through the DART System is, in fact, accurate, complete or without error. Subscriber acknowledges that, as with any electronic system, the DART System is subject to interruptions, failures and data corruption and that downtime may be necessary for repair, modification, upgrades or maintenance on the DART System. Therefore, Subscriber acknowledges that none of the Kinder Morgan Midstream Pipelines shall be responsible for any data additions, omissions, failures, delays or interruption of the DART System.
- b. THE KINDER MORGAN MIDSTREAM PIPELINES MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE OPERATION, PERFORMANCE OR USE OF THE DART SYSTEM.

**8. Disclaimer of Liability.**

- a. Except for the gross negligence, bad faith, fraud or willful misconduct of the Kinder Morgan Midstream Pipelines, the Kinder Morgan Midstream Pipelines expressly disclaim any and all liability for loss or damage to Subscriber or to any third parties associated with Subscriber's actions on or use of the DART System, including but not limited to any loss or damage resulting from any one or more of the following: (i) Subscriber's negligent or otherwise improper use of the DART System; (ii) any unauthorized use of the DART System; (iii) the loss or disclosure,

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' SOC's, 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 SOC's 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' SOC's 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)

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**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: \_\_\_\_\_

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