

SYSTEM LICENSE AGREEMENT

This System License Agreement (“Agreement”) is entered into between **EMPIRE PIPELINE, INC.** (“Transporter”) and _____, (“Subscriber”). Transporter and Subscriber are at times referred to herein collectively as the “Parties” and individually as a “Party”.

WITNESSETH: That, for and in consideration of the mutual covenants and provisions herein contained and subject to the terms and conditions set forth below, Transporter and Subscriber agree as follows:

WHEREAS, the Transporter uses an electronic information system to communicate with its customers and other third parties and to provide and manage transportation and related services in the normal course of business; and

WHEREAS, Transporter desires to continue to conduct such communication and business activities by use of its electronic system only; and

WHEREAS, Transporter desires to enhance and also to document the manner in which existing subscribers are accessing and using Transporter’s electronic information system (“System”); and

WHEREAS, Subscriber, through its duly authorized representatives, desires to begin and/or continue, as applicable, using Transporter’s System, in the manner and for the purposes set forth herein, upon the effective date of its tariff, approved to implement the revisions to Transporter’s System.

THEREFORE, as of the effective date, which, for current shippers shall be the date the System Administrator tariff provisions become effective, and which for other shippers shall be the date specified by the Parties on the signature page (“Effective Date”), for and in consideration of the mutual benefits to accrue to the Parties hereunder, Subscriber and Transporter agree as follows:

1. Term. This Agreement shall become effective as of the Effective Date, and shall remain in force until terminated by either Subscriber or Transporter 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 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 System during the period in which this Agreement was in effect.

2. License. Subscriber acknowledges that the System is proprietary to the Transporter, that access is granted for the convenience of the Subscriber, and that Transporter retains all rights of ownership in its System. Nothing contained herein shall be construed to give Subscriber an express or implied license or right in any of Transporter's existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications or other proprietary rights associated with the 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 System in its present or any future version. Transporter reserves the right to modify, change, adjust, replace or terminate all or any portion of the System at any time and for any reason.

3. System Business Functions.
 - (a) Pursuant to the provisions of this Agreement, and subject to any limitations contained in Transporter's tariff or Standards of Conduct ("SOC") and/or internal business procedures, as applicable, and any applicable modifications to Transporter's tariff from time-to-time, Subscriber shall be given access to the System and allowed to use the System to perform the following business functions, as applicable, to the extent available, and in accordance with this Agreement: (1) obtain information relating to service under Subscriber's existing service agreement(s); (2) submit and/or confirm nominations; (3) designate the notice contacts required under service agreements and/or applicable tariffs and/or SOC; (4) view, submit and/or download gas volume data; and (5) view and/or download invoices; and (6) agree to agents and assignment of rights to such agents. Such available business functions may change from time to time as specified by Transporter, and any such changes will be communicated by system-wide notice(s) posted on the Transporter's web site. Subscriber and/or its authorized users shall obtain at its cost computer hardware and software necessary to utilize the System (including without limitation, a NAESB-compliant internet browser, Adobe document reader software, and MS Excel software, all as upgraded and/or 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 System will be accessed.

- (b) Should Subscriber participate in a capacity release program on Transporter, Subscriber can, subject to Transporter's tariff and/or internal business procedures, use the System to post an offer or withdraw an offer to release capacity, place or withdraw bids for released capacity, accept awarded capacity and recall released capacity. In addition, subject to applicable tariff and/or internal business procedures, if capacity is awarded to Subscriber in a temporary capacity release transaction, the System will automatically create a binding agreement with Transporter under terms consistent with such Transporter's current applicable form of service agreement and the terms of such release transaction contained in the applicable capacity release documentation (e.g., offer, bid) related thereto.

4. Access and Security Terms.

- (a) Subscriber shall designate one individual and a backup individual as a Security Administrator ("SA") for the purpose of identifying individual user(s) that require access to Transporter's System, and establishing access rights for authorized users on behalf of Subscriber. The initial designation of an SA shall be made in writing and in the form required by Transporter ("SA Request Form"). Subscriber can designate replacement/additional SA(s) from time to time by completing a new SA Request Form. Upon receipt and acceptance of the SA Request Form, Transporter or its designee shall provide Subscriber with necessary user information ("User ID(s)") and perform related setup activities for the indicated SA. Subscriber's SA shall be responsible for requesting System access for new users and updating any individual user's information and system access authority in the System for Subscriber's users, including, but not limited to, any changes in a user's or SA's employment status or role in performing certain activities on behalf of Subscriber. Subscriber's SA shall be required to perform periodic reviews of the status of a Subscriber's individual users. Subscriber represents and warrants to Transporter 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 take actions on Transporter's system, including SAs executing any contracts will have the authorization necessary to enter into such agreements, (such as agency agreements or any other agreements to the extent such capability is provided in the future from time to time) in the System on behalf of Subscriber,

and Subscriber acknowledges that any such contracts, agreements or amendments entered into through the System by an SA shall legally bind Subscriber to the terms and conditions thereof. Subscriber also understands and acknowledges that persons designated to submit any offer, bid or recall for capacity on behalf of Subscriber pursuant to Transporter's capacity release program will have the authorization necessary to bind Subscriber to the results of such actions, including the acquisition or release of Subscriber's capacity and the associated additional charges or revised capacity rights created once the subject release transaction has been effectuated.

- (b) Any person permitted by Subscriber to access the System as provided in Section 4(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 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 SA and other representatives of Subscriber to perform the specified functions. Transporter shall be entitled to rely on Subscriber's request in writing or its SA's designation 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 System. Transporter 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 System.

- (c) Transporter shall not have any responsibility to monitor Subscriber's employees' access to the 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 System through the use of valid User IDs issued to Subscriber that have not been reported to Transporter 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 System.

- (d) A User ID that remains inactive for ninety days or longer is subject to immediate suspension without notice. Transporter reserves 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 Transporter has reason to believe that a security breach has occurred. Further, Transporter reserves 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.

- 5. 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 SA. Subscriber agrees that it will not disclose such User IDs and passwords 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 System. Subscriber agrees to report to Transporter 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 Transporter in the event it is able to access through the 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 System as confidential, except as provided herein, and shall use reasonable efforts to prevent any unauthorized use of the System or the disclosure of any information relating to the design or structure of the 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 Transporter 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, Transporter retains the right, in addition to any other remedy that it may have, to immediately terminate this Agreement without prior notification. Subscriber's obligations under this section shall survive the termination of this Agreement.

6. Limited Warranty.

- (a) Transporter will make reasonable efforts to ensure that the information accessible through the System is accurate and complete and to minimize any system downtime. However, Transporter does not warrant that any information accessible or transmitted through the System is, in fact, accurate, complete or without error. Subscriber acknowledges that, as with any electronic system, the System is subject to interruptions, failures and data corruption and that downtime may be necessary for repair, modification, upgrades or maintenance on the System. Therefore, Subscriber acknowledges that Transporter shall not be responsible for any data additions, omissions, failures, delays or interruption of the System.
- (b) TRANSPORTER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE OPERATION, PERFORMANCE OR USE OF ITS ELECTRONIC INFORMATION SYSTEM.

7. Disclaimer of Liability.

- (a) Except for the negligence, bad faith, fraud or willful misconduct of Transporter, Transporter expressly disclaims 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 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 System; (ii) any unauthorized use of the 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 Transporter's Tariff or SOC, 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 System therewith; (vi) an error in the entry of security or access data by Subscriber's SA; and (vii) any defects in computer hardware or equipment, interruption or failure of computer equipment, or other technical matters beyond Transporter's control.
- (b) Subscriber agrees to defend, indemnify and hold Transporter 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 Transporter by any entity arising from Subscriber's use of the 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 Transporter for the negligence, bad faith, fraud or willful misconduct of such party. If Subscriber is a municipality or other state instrumentality, this Section 7(b) shall not apply to the extent it is contrary to the laws of the state in which the municipality or other state instrumentality is located.
- (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 SYSTEM. IN PARTICULAR, AND WITHOUT INTENT TO LIMIT THE FOREGOING, TRANSPORTER IS 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 SYSTEM.

8. 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 System, including the creation of binding agency agreements and/or such other agreements to the extent such agreement capability is provided by Transporter in the future and any related agreements, amendments, and obligations arising thereunder and otherwise related thereto. Any contractual commitment executed on the System by an SA 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 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 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 Transporter utilize the System to transmit and receive notices consistent with the terms of the respective tariff, SOCs, and service agreements of Transporter, 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 Transporter's tariff 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.

9. Miscellaneous.

- a.) No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate

or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

- b.) Any company which shall succeed by purchase, merger or consolidation of the gas related properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.
- c.) This Agreement and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of constituted authorities having jurisdiction over the parties, their functions or gas supply, this Agreement or any provision hereof. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities.
- d.) The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.
- e.) No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.
- f.) **THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.**
- g.) This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile, email or other

electronic version of the Agreement, when properly executed, shall be considered for all purposes an original document and a signed and binding Agreement.

- h.) To the extent not inconsistent with the general terms and conditions of this agreement, including any provisions of the General Terms and Conditions incorporated therein, and revisions to the Transporter's tariff that may be made effective hereafter are hereby made applicable to and a part hereof by reference.

The Parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized on this ____ day of _____, 20__.

SUBSCRIBER:

Company Name: _____

By: _____
(Please sign)

Name: _____
(Please print)

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

TRANSPORTER:

EMPIRE PIPELINE, INC.

By: _____
(Please sign)

Name: _____
(Please print)

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

[Signature Page to System License Agreement]