

**FORM OF AGREEMENT  
FOR MESSENGER®**

This agreement, executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Messenger® Subscriber"), and **Enable Mississippi River Transmission, LLC** ("Pipeline"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, Messenger® Subscriber and Pipeline do hereby agree as follows:

**ARTICLE I**

**SCOPE OF AGREEMENT**

Pipeline shall make available for use by Messenger® Subscriber Pipeline's computerized electronic communication service, the Messenger® system. Messenger® Subscriber may at its option, and to the extent such functionality is available through the Messenger® system, use the Messenger® system to: (1) request new services under applicable Rate Schedules; (2) request and execute amendment of existing service agreements; and (3) nominate quantities for receipt and delivery by Pipeline pursuant to an existing service agreement under any of Pipeline's Rate Schedules. Messenger® Subscriber may also use Messenger® system to request and receive from Pipeline such other information as Pipeline may from time to time make available to Messenger® Subscriber through the Messenger® system.

**ARTICLE II**

**TERMS AND CONDITIONS**

Messenger® Subscriber's use of the Messenger® system shall be in accordance with and subject to Pipeline's currently effective FERC Gas Tariff, including any and all applicable provisions of the General Terms and Conditions (the "General Terms and Conditions") and the terms and conditions of any relevant Rate Schedules which appear in Pipeline's currently effective FERC Gas Tariff, all of which terms and conditions are expressly incorporated by reference herein.

**Authorized Use of Messenger®; Confidentiality**

Use of the Messenger® system by Messenger® Subscriber shall be limited only to those persons who have been duly authorized by Messenger® Subscriber to use the Messenger® system (the "Authorized Personnel"). Pipeline will provide each of Messenger® Subscriber's Authorized Personnel with an individualized user identification code ("USERID") and password. The number and type of USERIDs and passwords to be issued by Pipeline shall be subject to the sole discretion of Pipeline.

Messenger® Subscriber shall also designate one or more Authorized Personnel who are additionally authorized: (1) to transmit information to Pipeline through the Messenger® system, and/or (2) to perform the contracting function and thereby legally bind Messenger® Subscriber to any Service Agreement or amended Service Agreement entered into with Pipeline (collectively, the "Designated Personnel"). Pipeline shall be entitled to rely upon Messenger® Subscriber's representation that any and all Designated Personnel authorized to transmit information to Pipeline through the Messenger® system or to perform the Messenger® system contracting function have been duly authorized by Messenger® Subscriber to transmit such information or to enter into one or more Service Agreements or amended Service Agreements, as applicable, for all purposes of this Messenger® agreement.

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Messenger® Subscriber shall not disclose to persons other than Authorized Personnel, and shall otherwise keep completely confidential, all USERIDs, and passwords issued to Messenger® Subscriber by Pipeline. In addition, each Authorized Personnel shall likewise not disclose to any other person, and shall otherwise keep completely confidential, the individualized USERID and password issued to such Authorized Personnel.

Messenger® Subscriber shall immediately inform Pipeline in writing whenever Messenger® Subscriber desires to terminate access to the Messenger® system previously granted to any Authorized Personnel, or desires to terminate the status of any Designated Personnel. Messenger® Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of USERIDs and passwords issued to Messenger® Subscriber by Pipeline, including but not limited to the use of such USERIDs and passwords by Authorized Personnel who at some point are no longer within Messenger® Subscriber's employment or control. Pipeline reserves the right, at any time and in Pipeline's sole discretion, to invalidate without prior notice any password or USERID issued to Messenger® Subscriber.

Messenger® Subscriber shall defend and indemnify Pipeline from and against any and all claims, demands, and actions, and any resulting loss, costs, damages, and expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, which may be asserted against or imposed upon Pipeline by any party as a result of the unauthorized or otherwise improper use of any USERID or password issued by Pipeline to Messenger® Subscriber.

Release and Disclaimer of Liability: Indemnification

Pipeline expressly disclaims any and all liability for damages to Messenger® Subscriber, except for damages directly attributable to the negligence, bad faith, fraud or willful misconduct of Pipeline, or to any third parties associated with Messenger® Subscriber's use of the Messenger® system arising out of or in any manner related to use by Messenger® Subscriber or Pipeline of the Messenger® system including but not limited to any damages resulting from any one or more of the following: (1) any acts of God or force majeure, including but not limited to sabotage, war, riot, lightning, vermin, fire, floods, electrical storms and/or power outages, or any other natural or public calamity; (2) any defects in computer software or hardware or defective programming; (3) any interruption in or malfunction of electronic communication or transmission; or (4) any improper or erroneous service which may occur as a result of use of the Messenger® system. Pipeline's liability, if any, shall be limited to direct damages only incurred by the Messenger® Subscriber and shall not extend to consequential, indirect or punitive damages incurred by the Messenger® Subscriber or any damages, of any nature whatsoever incurred by third parties.

PIPELINE HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER IN CONNECTION WITH MESSENGER® SUBSCRIBER'S USE OF THE MESSENGER® SYSTEM, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

Messenger® Subscriber agrees to protect, defend, indemnify, and hold Pipeline harmless against any and all loss, costs, damages, and expenses of any nature whatsoever (including court costs and reasonable attorney's fees), resulting from or otherwise related to any claim, demand, or action asserted against Pipeline, arising from or in any manner directly or indirectly connected with Messenger® Subscriber's use of the Messenger® system except for the negligence, bad faith, fraud or willful misconduct of Pipeline.

Other Terms and Conditions

Use of the Messenger® system is expressly subject to all of the General Terms and Conditions, as well as all of the terms and conditions of any Rate Schedule and Service Agreement which may be applicable to any transaction performed by Messenger® Subscriber and Pipeline by means of the Messenger® system all of which are set forth in Pipeline's currently effective FERC Gas Tariff as amended from time to time and are hereby incorporated by reference. In the event of a conflict between the terms and conditions of this agreement and any other applicable terms and conditions set forth in Pipeline's currently effective FERC Gas Tariff which are

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incorporated by reference herein, such other terms and conditions shall govern Messenger® Subscriber's use of the Messenger® system unless otherwise specifically provided herein.

**ARTICLE III**

**TERM**

This agreement shall be and continue in full force and effect from the date of execution hereof until terminated only for due cause or at Messenger® Subscriber's request. Messenger® Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in any provision of the General Terms and Conditions applicable to this agreement. Pipeline agrees that Messenger® Subscriber may protest or contest the aforementioned filings, and Messenger® Subscriber does not waive any rights it may have with respect to such filings.

**ARTICLE IV**

**ADDRESSES**

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline: Customer Service, Enable Mississippi River Transmission, LLC  
1300 Main Street, 18<sup>th</sup> Floor  
Houston, TX 77002
- (b) Messenger® Subscriber:

or such other address as either party shall designate by formal written notice.

**ARTICLE V**

**INTERPRETATION**

The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas without recourse to the law regarding the conflict of laws.

This agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, Vice Presidents, or other duly authorized agents the day and year first above written.

**ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
(Please print or type name)

Messenger® Subscriber:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Please print or type name)

Please return executed form to PipelineContractAdmin@energytransfer.com