

AGREEMENT FOR USE OF
CUSTOMER ACTIVITIES WEBSITE

This Customer Activities Website User Agreement (hereafter the "Agreement") dated _____, is entered into between _____ (referred to herein individually and collectively as "Pipeline") and _____ ("User"). Pipeline and User shall individually be referred to herein as "Party" and collectively as "Parties".

WHEREAS, Pipeline has used a variety of electronic information systems known as the GEMS System, the GLConnect System, the WebCA -System and the Pacific Express System (individually a "Previous Electronic Information System" and collectively "Previous Electronic Information Systems") to communicate with its respective customers and other third parties and to provide and manage transportation and related services in the normal course of business (as further defined below, "Business Functions"); and

WHEREAS, Pipeline desires to implement the TransCanada Plus System ("TCPLUS"), or in its sole discretion any successor system to TCPLUS, as the customer activities system ("CAS") to conduct such Business Functions in the future and discontinue the use of the Previous Electronic Information Systems; and

WHEREAS, in addition to implementing a new CAS, Pipeline desires to upgrade and enhance the manner in which existing Users access and use the CAS; and

WHEREAS, User, through its representatives who have been authorized as described in H.B. below to utilize the CAS ("Authorized Representatives"), desires to begin and/or continue, as applicable, using the CAS for Business Functions with respect to transportation provided for User by Pipeline.

THEREFORE, as of the effective date set forth above, for and in consideration of the mutual covenants and provisions contained in this CAS Agreement and subject to all of the terms, provisions and conditions set forth herein, Pipeline and User agree as follows:

ARTICLE I SCOPE OF AGREEMENT

- A. By executing this Agreement, User will have the ability through the CAS to engage in Business Functions with Pipeline subject to (1) the applicable Pipeline FERC Gas Tariff(s), as such Tariff(s) may be revised from time to time, or any applicable superseding FERC Gas Tariff ("Tariff(s)"); (2) any applicable corporate governance requirements and restrictions; and (3) Directives, as applicable and as defined in Article II.I below; provided, however, that particular Business Functions accessible through the CAS may not be applicable to every Pipeline, and User's ability to interface with a particular Pipeline will depend in part upon the nature and extent of User's business relationship with such Pipeline.
- B. Pursuant to the provisions of this Agreement and subject to any limitations contained in the applicable Tariff(s), Pipeline shall provide User access to CAS and allow User to perform the following Business Functions, as applicable, within the CAS for each Pipeline for which the User is given access via an individualized user identification code ("User ID") and password: (1) obtain information relating to "Service" (as defined in each applicable Tariff) under User's existing Service Agreement(s) (as defined in each applicable Tariff); (2) request new service(s) on a Pipeline; (3) submit or confirm a nomination for Pipeline capacity ("Nomination") pursuant to User's existing Services Agreement(s) under any existing Pipeline rate schedule contained in the applicable Tariff; (4) enter into new or amend existing Service Agreement(s) through the use of online, electronic execution procedures; (5) view and download Pipeline invoices for service. Pipeline may revise such Business Functions from time to time and will communicate such changes on the website of each affected Pipeline by posting system-wide notice(s) on the Pipeline's website.

- C. Should User participate in a capacity release program on a Pipeline, User can, subject to the applicable Tariff and Directives (defined in Article II.I below) of the applicable Pipeline, use CAS to post offers to release capacity, place or withdraw bids for released capacity, and recall released capacity. In addition, subject to the applicable Tariff and Directives, if capacity is awarded to User through a capacity release transaction, CAS will automatically create a binding agreement with the applicable Pipeline under terms consistent with the Pipeline's current applicable form of Service Agreement, and the terms of such release transaction contained in the applicable capacity release documentation (*eg*, offer, bid) related thereto.

ARTICLE II AGREEMENT TO CONTRACT VIA ELECTRONIC MEANS

- A. Pipeline and User agree to conduct all transactions governed by this Agreement, including amending existing or future Service Agreements, entering into new Service Agreements, placing capacity release offers or bids, and performing Business Functions on the CAS as available now and as revised from time to time, via electronic means.
- B. Pipeline and User may have previously entered into agreements in the normal course of their business dealings, including Service Agreements, which shall collectively be referred to as the "Existing Agreements." Pipeline and User agree to hereby amend all Existing Agreements as necessary to allow for the exclusive use of electronic contracting as described in this Article II and elsewhere in this Agreement.
- C. The word "Commitment(s)" shall mean Service Agreements, amendments to Service Agreements, this Agreement, offers or bids regarding capacity release, or any other contingent or final agreements that Pipelines may make available or facilitate either on or through the contracting and capacity release functions of the CAS.
- D. Pipeline and User agree that all Commitments electronically executed within designated spaces within CAS (including but not limited to submissions or confirmations of nominations, agreements to enter into new or amend existing service agreements, postings of offers to release capacity, recalls of released capacity, and the placement or withdrawal of bids for released capacity) shall (subject to applicable Pipeline Tariffs and terms relating to the transactions) be binding and considered, in connection with any transaction or this Agreement, to be a "writing" or "in writing", and 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.
- E. User agrees not to contest the validity or enforceability of any Commitment entered into by the Parties through CAS under the provisions of any applicable law relating to: (1) whether certain agreements are to be in writing; (2) whether certain agreements must be physically signed by User; or (3) the authority of any individual designated by the ESA (defined in 111.B below) as an Authorized Representative (described in 111.B below) to execute the Commitments.
- F. User agrees not to contest the admissibility of Commitments or other electronic records executed or created within CAS under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Commitments or other electronic records executed or created within CAS were not created or maintained in documentary form.
- G. Pipeline and User agree that any electronic record (including notices) required or permitted to be given with respect to this Agreement shall be considered sent when it:
 - 1) is addressed properly or otherwise directed properly to an information processing system, including the CAS or email, designated or used by the recipient for the purpose of

- receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record;
- 2) is in a form capable of being processed by that system; and
 - 3) enters an information processing system outside the control of the sender or of a person that sent the electronic record on behalf of the sender or enters a region of the information processing system designated or used by the recipient that is under the control of the recipient.
- H. Pipeline and User agree that an electronic record (including a required or permitted notice) is received when:
- 1) it enters an information processing system, including the CAS or email, that the recipient designates or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and
 - 2) is in a form capable of being processed by that system.
- I. User agrees to comply with all of Pipeline's directives, rules, regulations, policies and requirements regarding the types of transactions that may be conducted via the CAS, email, electronic agents, or other electronic means and the formats or technologies to be used ("Directives"). Directives may include, and are not limited to, requirements for eligible transactions, encryption standards, digital signature requirements, and authentication requirements.

ARTICLE III TERMS AND CONDITIONS

- A. User's use of the CAS shall be in accordance with and subject to: (1) the applicable Tariff(s), including any and all applicable provisions of the General Terms and Conditions of such Tariff(s) ("General Terms and Conditions"); (2) the terms and conditions of any applicable rate schedules contained in the relevant Tariff(s), all of which are expressly incorporated by reference into this CAS Agreement; and (3) applicable Directives.
- B. User shall designate at least one individual as an External Security Administrator ("ESA") who is authorized by User to act on User's behalf when utilizing the CAS, and who is responsible for designating Authorized Representatives Users to utilize the CAS and establishing access rights for such Authorized Representatives on behalf of the User. The ESA shall inform Pipeline of the purpose for which each Authorized Representative needs access to the CAS. Pipeline shall provide User IDs and passwords to the ESA for its distribution to User's designated Authorized Representatives. User agrees that all Authorized Representatives designated by the ESA and provided a User ID and password are authorized to act on User's behalf when utilizing the CAS.
- C. User understands and agrees that Authorized Representatives will have the authorization necessary to enter into service agreements, amended service agreements, and other agreements or contracts in CAS on behalf of User, and User acknowledges that any such contracts, agreements, or amendments entered into through CAS shall legally bind User to the terms and conditions thereof. User also understands and acknowledges that persons designated to submit any offer, bid, or recall for capacity on behalf of User pursuant to a particular Pipeline's capacity release program will have the authorization necessary to bind User to the results of those actions, including the acquisition or release of User's capacity and any associated additional charges or revised capacity rights created once a release transaction has been effectuated pursuant to the applicable Tariff(s) and the terms of such release transaction contained in the applicable capacity release documentation (e.g. offer, bid) related thereto.

- D. User shall take all necessary steps to prevent unauthorized use of the CAS and to ensure that no other party, except Authorized Representatives, may access or use User IDs. User shall not disclose to persons other than Authorized Representatives, and shall keep completely confidential, all User IDs and passwords issued to User by Pipeline. In addition, each Authorized Representative shall not disclose to any other person, and shall keep completely confidential, the individualized User ID and password issued to such Authorized Representative. User shall be solely responsible for any and all improper use of User IDs or passwords, including that resulting from unauthorized disclosure of such User IDs or passwords by User, or former or current Authorized Representatives of User.
- E. Pipeline shall not be responsible for monitoring User's employees' access to the CAS or confirming whether an individual using a User ID has authority to perform designated functions or is the same individual that was issued the User ID. Any use of a valid User ID issued to User that has not been reported as missing, stolen, or compromised shall be deemed to be used by User. User shall be solely responsible for any and all use of a valid User ID that has not been reported as missing, stolen, or compromised.
- F. User shall immediately inform Pipeline in writing if: (1) any Authorized Representative leaves the employment of User or his/her scope of employment does not require access to the CAS; (2) User desires to replace an ESA; (3) User has reason to believe that a User ID has been stolen or compromised or if there is any indication that a security breach has occurred; (4) User has reason to believe that it can access a third-party's proprietary information or data not related to User's business transactions with the third party; or (5) User desires to terminate access to the CAS for a particular Authorized Representative.
- G. Pipeline reserves the right to terminate a User ID that remains inactive for one (1) year or longer without notice. Notwithstanding the foregoing, Pipeline reserves the right, in its sole discretion, to terminate any User ID or password. If Pipeline terminates a User ID or password, Pipeline shall provide User notice of such following the termination.
- H. User shall treat as confidential the design and structure of the CAS as well as any information provided on the CAS. Information shall not be considered confidential if it is: (1) public at the time it is disclosed to User; (2) in User's possession at the time of disclosure and not obtained in violation of any agreement of confidentiality; (3) required to be disclosed by User pursuant to applicable law, rule, or regulation. User shall promptly notify Pipeline in writing upon discovering that the confidentiality agreements specified herein may have been violated.
- I. It is User's responsibility to check the CAS to assure that User's nominations have been correctly transmitted and received by Pipeline. Any discrepancy discovered or which would have been discovered by User review of the CAS shall be the reporting responsibility of User prior to gas flow. It is User's responsibility to check any data input by User. Any discrepancy discovered or which would have been discovered by User review shall be the responsibility of User. User acknowledges that Pipeline continues to maintain alternative methods of communicating gas nominations and is aware of those methods; in the event the CAS is not accessible for any reason, User agrees to utilize one of the alternative methods of communicating with Pipeline.
- J. Except for the restricted right to utilize the CAS provided herein, User is granted no rights to the CAS or any of Pipeline's existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, or other proprietary rights associated with the CAS, including its design and architecture. User shall not copy, distribute, decompile, reverse engineer, disassemble, sell, resell, modify, create derivative works from, or otherwise use or share the CAS or its source code in its present or any future version.

- K. User shall properly utilize the CAS in accordance with User's instructions, shall make no effort to improperly access the CAS network or the computers on which the CAS is operating.
- L. Each Party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and/or receive Commitments, notices, and other information, including, Nominations, to or from the CAS, as the case may be.
- M. User is responsible for maintaining and updating any email addresses designated by User to receive electronic notices under this Agreement.

ARTICLE IV TERM

This Agreement shall be in full force and effect once executed by both User and Pipeline and shall continue until terminated with or without cause by either User or Pipeline on at least ten (10) days written notice. Upon termination of this Agreement, User shall thereafter immediately cease all use of the CAS. No such termination (for cause or otherwise) shall affect User's obligation for Existing Agreements, or for any transactions entered during its use of CAS.

ARTICLE V NOTICES

Except as otherwise provided for in this Agreement or in the applicable Tariff or any applicable Service Agreement, any notice, request, demand, statement, bill or payment provided for pursuant to this Agreement, shall be in writing and shall be considered as duly delivered when sent via the CAS, by electronic mail, or mailed by registered, certified or regular United States or Canadian mail to the address of the Parties to this Agreement as follows:

(a) _____
 700 Louisiana Street
 Suite 700
 Houston, TX 77002-2700
 Attn: Commercial Services
 Email:

(b) _____

Electronic notice shall have the same effect as a written notice.

ARTICLE VI JURISDICTION/ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified except by written instrument duly executed by both Parties. This Agreement shall be governed and construed in accordance with the laws of the STATE OF TEXAS, excluding any conflicts of law, rule or principle that might refer same to the laws of another jurisdiction

ARTICLE VII PREVIOUS ELECTRONIC INFORMATION SYSTEMS

If prior to the Effective Date of this Agreement, User was a party to any agreement with one of more Pipelines regarding access to and use of a Previous Electronic Information System, then upon the Effective Date hereof (1) such agreements shall terminate and (2) advance notice requirements for the termination of such agreements shall be deemed waived; provided, however, that if on the Effective Date of this Agreement, User will continue to utilize a Previous Electronic Information System to communicate and conduct business with a Pipeline, then: (1) User may continue to use the Previous Electronic Information

System under the applicable Existing Agreements or other agreements, as amended by this Agreement, until such time as Pipeline determines that User must use the CAS pursuant to this Agreement (2) Pipeline shall notify User through a system-wide posting on the Pipeline's website of the date the Previous Electronic Information System is no longer in use for such Pipeline; and (3) such notice shall serve as such Pipeline's notice of termination of the agreement providing for User's access and use of such Previous Electronic Information System.

ARTICLE VIII LIMITATION OF LIABILITY AND INDEMNITY

User is being allowed to utilize the CAS solely for User's convenience. Thus, User's use of the CAS is "AS IS, WHERE IS," and with all faults. User agrees there are no representations or warranties, express or implied, that might arise in connection with this Agreement or User's use of the System. Additionally, PIPELINE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. User agrees Pipeline shall have no liability whatsoever, whether in contract or tort, for any losses sustained as a result of failures or deficiencies in the System. In no event shall Pipeline be liable for any failures or deficiencies in the CAS. In no event shall Pipeline be liable for any incidental, consequential, special or punitive damages arising out of or in connection with the delivery, use or performance of the CAS. User assumes all risks of loss or liability arising out of its use of the CAS and hereby agrees to hold harmless and indemnify Pipeline from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by Pipeline) brought by third parties based upon, arising out of or resulting from User's or Authorized Representatives' access or use of the CAS or an unauthorized representative's access or use of the CAS via a valid User ID that has not been reported as missing, stolen, or compromised, except that Pipeline will remain liable for its own gross negligence or willful misconduct. All claims arising from and out of the terms of this Agreement shall be limited to the assets of the Pipeline(s) that is Party to this Agreement. User agrees that exercise of any and all rights or remedies at law or in equity against Pipeline's owners, officers, directors, employees or affiliates by User, its successors; assigns and representatives are hereby expressly waived.

ARTICLE IX MISCELLANEOUS

- A. 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.
- B. User agrees that no part of this Agreement may be assigned by User to another person without the express written agreement of Pipeline. Pipeline may assign any part of this Agreement without User's consent to a Pipeline affiliate that agrees to the terms and conditions of this Agreement.
- C. No term or condition of this Agreement is waived and no breach is excused unless that waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of a breach by the other, whether express or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach.

DUNS ID XXXXXX

IN WITNESS WHEREOF, the parties to this agreement have caused it to be signed on the day and year first written above.

By: _____

Title: _____

By: _____

Title: _____

