

AGREEMENT FOR USE OF  
GLCONNECT CUSTOMER ACTIVITIES WEB SITE  
(GLConnect Agreement)

This agreement is executed \_\_\_\_\_ by and between \_\_\_\_\_ (Subscriber), and Great Lakes Gas Transmission Limited Partnership (Great Lakes). For and in consideration of the mutual covenants and provisions contained in this agreement and subject to all of the terms, provisions and conditions set forth in it, Subscriber and Great Lakes agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Great Lakes shall make available to Subscriber Great Lakes' GLConnect Customer Activities Web Site system (GLConnect). Subscriber may use GLConnect: (1) to nominate quantities of natural gas for receipt and delivery by Great Lakes pursuant to an existing service agreement under any of Great Lakes' rate schedules; (2) confirm quantities of natural gas for receipt and delivery by Great Lakes; (3) to view imbalance statements; (4) to view supply reports; (5) to view market reports; (6) to release capacity pursuant to Section 15 of the General Terms and Conditions of Great Lakes' FERC Gas Tariff; (7) to bid on capacity available through capacity release or from Great Lakes; (8) to execute an Award Acknowledgment; (9) to view invoices; and (10) to view such other information as Great Lakes may from time to time make available to Subscriber through GLConnect.

ARTICLE II TERMS AND CONDITIONS

Subscriber's use of GLConnect shall be in accordance with and subject to: (1) Great Lakes' effective FERC Gas Tariff, Second Revised Volume No. 1, including any and all applicable provisions of the General Terms and Conditions of that tariff (General Terms and Conditions); (2) any superseding Great Lakes' FERC Gas Tariff authorized by the Federal Energy Regulatory Commission (FERC); and (3) the terms and conditions of any relevant rate schedules that appear in Great Lakes' effective FERC Gas Tariffs or superseding FERC Gas Tariffs, all of which are expressly incorporated by reference into this agreement.

Authorized Use and Confidentiality of GLConnect.

Use of GLConnect USERIDs and passwords by Subscriber is limited to only those persons who have been authorized by the Subscriber to use GLConnect (Authorized Persons), as indicated in the GLConnect Access Request Form(s) attached to this agreement. Great Lakes shall provide each Authorized Person with an individualized user identification code (USERID) and password. A reasonable number of USERIDs and passwords will be provided for the use of each Subscriber. Use of such USERIDs and passwords shall be sufficient to verify Subscriber as the party bound by any documents, nominations, or other information transmitted pursuant to such use.

Subscriber shall designate one or more Authorized Persons to: (1) nominate under Subscriber's existing service agreements under any of Great Lakes' rate schedules; (2) confirm quantities of natural gas for receipt and delivery by Great Lakes; (3) to view imbalance statements; (4) view supply reports; (5) view market reports; (6) release capacity pursuant to Section 15 of the General Terms and Conditions of Great Lakes' FERC Gas Tariff, Second Revised Volume No. 1; (7) bid on capacity available through capacity release or from Great Lakes; (8) execute an Award Acknowledgment; (9) view invoices; and (10) perform such functions and/or to view such other information as Great Lakes may from time to time make available to Subscriber through GLConnect. Great Lakes shall be entitled to rely upon Subscriber's representation that any and all Authorized Persons have been delegated the authority by Subscriber to perform such functions. Subscriber shall be bound by all actions performed pursuant to any Authorized Person's USERIDs or passwords.

Subscriber shall not disclose to persons other than Authorized Persons, and shall keep completely confidential, all USERIDs and passwords issued to Subscriber by Great Lakes. In addition, each Authorized Person shall not disclose to any other person, and shall keep completely confidential, the individualized USERID and password issued to such Authorized Person. Subscriber shall be solely responsible for any and all improper use of USERIDs and passwords related to any such unauthorized disclosure by Subscriber, or former or current Authorized

## Persons of Subscriber.

Subscriber shall immediately inform Great Lakes in writing whenever it desires: (1) to terminate access to GLConnect that has been previously granted to any Authorized Person, or (2) to terminate or to limit the status of any Authorized Person. Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of USERIDs and passwords by Authorized Persons that at some point are no longer employed or controlled by Subscriber. Great Lakes reserves the right, upon cause, to invalidate any password or USERID. Great Lakes will provide notice and inform the Subscriber as to the reason for the invalidation.

Neither Subscriber nor Great Lakes shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of: any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, computer hardware, computer software or lines of pipe, line freezeups, failure of electronic communication, or the binding order of any court or governmental authority that has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, and whether caused or occasioned by or happening on account of the act or omission of Subscriber or Great Lakes or some other person or concern, not within the control of the claiming party and that by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or to prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party. Such causes or contingencies affecting the performance of this agreement by Subscriber or by Great Lakes shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch.

## Designation of Business Method for Nominate, Confirm, and View Imbalance Statement Business Functions

For each of the Nominate, Confirm, and View Imbalance Statement business functions, Subscriber has the option of utilizing either the "Basic View" or "Alternate View" methods. Once Subscriber has used one of these two methods to perform a particular business function for services to be provided in any calendar month, the Subscriber will be required to use that same method to perform that same business function for the remainder of that calendar month. The alternative method for that particular business function will be disabled for services for Subscriber in that calendar month. For example, if Subscriber enters a nomination utilizing the Basic View method and a confirmation utilizing the Alternate View method for the first gas day of November, then, for the remainder of November business, Subscriber must nominate using the Basic View method and confirm using the Alternate View method.

If Subscriber has executed a Trading Partner Agreement with Great Lakes, Subscriber may utilize Electronic Data Interchange (EDI) for any business function for which it is using the Basic View method. Subscriber may not, however, utilize EDI for any business function for which it is using the Alternate View method, regardless of whether or not it has executed a Trading Partner Agreement with Great Lakes.

## Confirmation by Exception

Great Lakes has implemented Confirmation by Exception (CBE) pursuant to Standard 1.2.11 of the Gas Industry Standards Board (GISB). If Subscriber will be confirming quantities of gas for receipt and delivery by Great Lakes and desires to be a party to CBE, Subscriber shall execute and submit the Agreement to Participate in Confirmation by Exception.

## Other Terms and Conditions

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 documents, notices, and nominations. Any transmission by one party shall be binding upon receipt by the other party, except that, if any transmission is received in an unintelligible or garbled form, the receiving party shall promptly notify the other party, and such garbled or unintelligible transmission shall not be deemed binding.

Any transmission properly transmitted shall be considered to be a writing or in writing; and any such transmission containing, or to which there is affixed, Subscriber's USERID and password, 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 course of business (Signed Documents). The parties agree not to contest the validity or enforceability of Signed Documents 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. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, 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 Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Use of GLConnect is expressly subject to: (1) all of the General Terms and Conditions of Great Lakes' effective FERC Gas Tariff(s); (2) all of the terms and conditions of any rate schedule and service agreement that may be applicable to any transaction performed by Subscriber and Great Lakes by means of GLConnect; and (3) any superseding General Terms and Conditions and rate schedules, all of which are incorporated by reference in this agreement. In the event of a conflict between the terms and conditions of this agreement and any other applicable terms and conditions set forth in Great Lakes' effective FERC Gas Tariffs that are incorporated by reference in this agreement, such other terms and conditions shall govern Subscriber's use of GLConnect.

### ARTICLE III TERM

This agreement shall be in full force and effect from the date of execution and shall continue until terminated by either Subscriber or Great Lakes on at least thirty (30)-days notice. Subscriber agrees that Great Lakes shall have the unilateral right to file with appropriate regulatory authorities and to make changes effective in: (1) the rates and charges (if any) applicable to service pursuant this agreement, (2) the terms and conditions of this agreement, or (3) any provision of the General Terms and Conditions or Great Lakes' FERC Gas Tariffs and rate schedules applicable to this agreement. Great Lakes agrees that Subscriber may protest or contest those filings, and Subscriber does not waive any rights it may have with respect to such filings.

### ARTICLE IV ADDRESSES

Except as otherwise provided for in this agreement or in the General Terms and Conditions or in Great Lakes' FERC Gas Tariffs or in a specific service agreement, any notice, request, demand, statement, bill or payment provided for in this agreement or in the General Terms and Conditions or in Great Lakes' FERC Gas Tariffs or in a specific service agreement or any notice that 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 United States or Canadian mail to the address of the parties to this agreement as follows:

- (a) Great Lakes Gas Transmission Limited Partnership  
Commerical Services  
717 Texas Street  
Houston, TX 77002-2761
- (b) GLConnect Subscriber:

To the address provided on the attached GLConnect Access Request Form, or such other address as either party shall designate by written notice to the other. Great Lakes may also provide any such notice, request, demand, statement, or bill by electronic means by posting such notice, request, demand, statement, or bill upon GLConnect. Such electronic notice shall have the same effect as a written notice.

### ARTICLE V INTERPRETATION

The interpretation and performance of this agreement shall be in accordance with the laws of the state of Michigan 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.

ARTICLE VI MISCELLANEOUS

GLConnect, as well as Great Lakes' tariffs applicable to GLConnect and the form of agreement for use of GLConnect, are subject to Commission jurisdiction. Subscriber expressly understands and agrees: (1) that this agreement and Subscriber's use of GLConnect are subject to the orders, regulations and policies of the Federal Energy Regulatory Commission, and to Great Lakes' tariffs as approved by the Commission; and (2) that this User Agreement may be revised by Great Lakes to conform to any such orders, regulations, policies, or Great Lakes' tariffs as approved by the Commission. When such a revision is made, Great Lakes will post notice of the revision on GLConnect and the revision shall become binding on Subscriber.

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

GREAT LAKES GAS TRANSMISSION  
LIMITED PARTNERSHIP  
By: Great Lakes Gas Transmission Company  
Also Doing Business as GLGT Company  
Operator and Agent for Great Lakes Gas Transmission  
Limited Partnership

SUBSCRIBER (COMPANY) NAME

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

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

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_