

CUSTOMER ACTIVITIES WEB SITE SUBSCRIBER AGREEMENT

THIS CUSTOMER ACTIVITIES WEB SITE SUBSCRIBER AGREEMENT (“**Agreement**”) made and entered into this ____ day of _____, 20____.

BETWEEN

ALLIANCE PIPELINE L.P., a limited partnership formed under the laws of Delaware, by its managing general partner, ALLIANCE PIPELINE INC.

(“**Alliance**”)

- and -

_____,
a _____ *[insert form of business organization
(corporation, partnership, etc.)]* _____ *[insert whether
incorporated, formed, continued]* in _____ *[insert
jurisdiction of incorporation, formation, continuation]*

(“**User**”)

(Alliance and User are collectively referred to herein as “**Parties**” and individually as a “**Party**”)

WHEREAS Alliance owns and operates a pipeline and associated facilities used for the Transportation of natural gas in the United States;

WHEREAS Alliance is making available an internet-based electronic site (the “**Customer Activities Web Site**”) for use on a non-discriminatory basis by any person reasonably requiring access to the Customer Activities Web Site for one or more of the purposes set out herein, and having executed this Agreement; and

WHEREAS User has requested access to and use of the Customer Activities Web Site for one or more of the purposes set out herein, and Alliance has agreed to permit such access and use, in accordance with and subject to the terms and conditions set forth in this Agreement and in the Tariff;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the receipt and sufficiency as valuable consideration is acknowledged and agreed to by each of Alliance and User, Alliance and User agree as follows:

1. Interpretation and Incorporation by Reference

All Exhibits attached to this Agreement are specifically incorporated in this Agreement and made a part hereof.

References in this Agreement to the “**Tariff**” refer to Alliance’s FERC Gas Tariff, including the General Terms and Conditions under which Alliance will transport Gas and applicable Rate Schedules and Agreements (as defined in the Tariff), as amended and filed with or otherwise approved by the Federal Energy Regulatory Commission from time to time. Capitalized terms

used in this Agreement and not defined herein shall have the meanings ascribed to them in the Tariff.

The provisions of Alliance's Tariff are specifically incorporated herein by reference and made a part hereof and User agrees that, by its access and use of the Customer Activities Web Site, it shall be bound by all of the terms and conditions of this Agreement and the terms and conditions of the Tariff.

2. Purposes

Subject to compliance with the terms and conditions of this Agreement, User may access and use designated portions of the Customer Activities Web Site solely for and on behalf of User, or User's principal, as the case may be, for one or more of the following purposes, depending on the level(s) of access provided by Alliance, in its sole discretion:

- (a) viewing of notifications
- (b) provision of notifications to Alliance
- (c) submission of requests for service under one or more Rate Schedules
- (d) entering into Agreements (as defined in the Tariff) and transactions thereunder
- (e) submission of requests for amendments to and/or assignments of Agreements (as defined in the Tariff);
- (f) submission, confirmation and management of bids and nominations (including title transfers);
- (g) management of imbalances, including imbalance trading;
- (h) capacity release;
- (i) submission of requests for relocations;
- (j) management of Shipper allocations at a Receipt Point operated by User;
- (k) viewing of invoices; and/or
- (l) such other purposes as Alliance may from time to time make available to User through the Customer Activities Web Site.

The Customer Activities Web Site is not to be used by the User for any other purpose without the express written consent of Alliance. Alliance reserves the right to determine what portions of the Customer Activities Web Site shall be available to User. User's use of the Customer Activities Web Site may be monitored and recorded. However, before User shall be allowed to transact business on the Customer Activities Web Site, User must comply with Alliance's creditworthiness requirements set out in the Tariff.

3. Agency

User may appoint an agent to act on its behalf, or be appointed an agent for another User, with respect to the subject matter hereof, provided that User shall have provided Alliance a fully executed copy of the agency form attached as Exhibit "A" to this Agreement or such other form as Alliance shall designate as acceptable from time to time (the "**Agency Form**"). No agency relationship shall be effective until Alliance has received a fully executed Agency Form, except for any agency relationship already in existence at the time of this Agreement and previously acknowledged by Alliance. The Agency Form shall specify any limits on the authority of the agent, including any time limit on the designation; provided, however, that Alliance may reject any such limited designation if the limitations specified in the designation would result in an undue administrative burden.

Alliance shall be entitled to rely on any acts or things done or performed by User's agent or by User in its capacity as agent on behalf of User's principal with respect to all matters for which authority is granted in accordance with the agency relationship until Alliance has received at least five (5) business days prior written notice from User or User's agent to change or terminate the agency relationship hereunder.

By designating an agent, User agrees to indemnify and save harmless Alliance from and against any and all liabilities, losses, damages, costs, expenses, suits, actions, claims, charges, levies, liens, taxes, licenses, fees, royalties, or penalties of whatsoever nature incurred by Alliance arising from or in connection with User's agent's actions on behalf of User, User's agent's failure to act on behalf of User, the negligence of User's agent, the breach by User's agent of any of User's obligations under this Agreement or the Tariff, or Alliance's reliance upon any representations made, information provided or actions taken by User's agent.

User represents and warrants that when it conducts transactions on behalf of a principal, it has the proper authorization from a principal in all matters in which User purports to act on behalf of principal. User shall be wholly responsible and liable for all actions taken and transactions entered into on behalf of a principal, and shall indemnify and save harmless Alliance from and against any and all liabilities, losses, damages, costs, expenses, suits, actions, claims, charges, levies, liens, taxes, licenses, fees, royalties, or penalties of whatsoever nature incurred by Alliance arising from or in connection with claims from a principal relating to actions taken or transactions entered into by User.

4. Access

The Customer Activities Web Site can be accessed at the Alliance website (the "**Website**") on the World Wide Web at caw.alliance-pipeline.com. In order to access and use the Customer Activities Web Site, User must comply with applicable technical requirements at its own cost and expense. User's representatives requiring access to the Customer Activities Web Site shall at all times use a valid user identification issued by Alliance and a valid password to access the site.

Alliance may from time to time change these operating environment requirements upon prior notice to User. Upon receipt of such notice User shall be responsible to make the necessary changes to its operating environment, at its expense, to comply with such changed requirements.

5. Designation of Primary Account Administrators and Authorized Representatives

User shall designate and shall at all times have in place at least one (1) individual to act as its administrator and one (1) additional individual to act as a backup (collectively, User's "**Primary Account Administrators**"), by completing and signing the form attached as Exhibit "B" and returning it to Alliance along with a completed and executed copy of this Agreement. User's Primary Account Administrators will act as the primary User contact for Alliance, and will be responsible for:

- (a) managing the User's account within the Customer Activities Web Site;
 - (b) requesting user identifications and passwords and specifying roles and levels of access for other representatives of User requiring access to the Customer Activities Web Site;
- and

- (c) providing updates on User representative's information and levels of access authority, including, but not limited to, any changes in a User representative's employment status or role in performing certain activities on behalf of User.

User may change one or both of its Primary Account Administrators by completing and signing a new Exhibit "B" and delivering it to Alliance in accordance with Section 18. Upon acknowledgement by Alliance of receipt of such notification, the change will become effective and the duties and obligations hereunder of the individual(s) no longer acting as Primary Account Administrator(s) will be deemed revoked and the replacement Primary Account Administrator(s) will be considered to have assumed such duties and obligations. Notwithstanding the foregoing, in the event that any Primary Account Administrator has not been replaced, Alliance shall be entitled to rely upon the authority of such individual to continue to act as a Primary Account Administrator on behalf of User until such time as Alliance has acknowledged receipt of a new Exhibit "B" designating a replacement Primary Account Administrator.

In order to provide a User representative with access to the Customer Activities Web Site, a Primary Account Administrator shall complete and sign the form attached as Exhibit "C", indicating the name of such individual and specifying the purposes for which access is requested, and deliver it to Alliance in accordance with Section 18. Upon acknowledgement by Alliance of receipt of such notice, Alliance will issue to such User representative a user identification and initial password (which the User representative will be required to later change in the Customer Activities Web Site), at which time the User Representative shall be considered an "**Authorized Representative**".

A Primary Account Administrator may request additional user identifications or request that Alliance deactivate previously issued user identifications by completing the form attached as Exhibit "C" and returning the same to Alliance in accordance with Section 18. Upon acknowledgement by Alliance of receipt of such notice, Alliance will either assign additional user identifications and initial passwords or deactivate a user identification as requested. Once a user identification is issued for a User representative and until such time as an Authorized Representative's user identification are deactivated by Alliance, such individual will be considered an Authorized Representative for purposes of this Agreement.

6. User Identification and Passwords

The User shall remain at all times solely responsible for the user identifications and passwords used by its Authorized Representatives to access the Customer Activities Web Site.

User agrees that user identifications and passwords shall at all times be treated by the User and its Authorized Representatives as confidential, and that the sharing of user identifications and passwords with any party either within or outside the User's organization is strictly prohibited. User acknowledges and agrees that it is solely liable for all transactions entered into and other activities conducted by anyone using the user identifications and passwords.

If User knows or suspects that an unauthorized person may have access to a current user identification and password, a Primary Account Administrator shall promptly request Alliance deactivate the compromised user identification by completing and delivering to Alliance the form attached as Exhibit "C" hereto. Notwithstanding anything to the contrary herein, Alliance reserves the right to revoke, immediately and without notice, any user identification or password

if it is advised of or reasonably suspects a security breach or unauthorized, invalid or improper use.

User shall promptly notify Alliance, by completing and delivering to Alliance the form attached as Exhibit "B" or "C", as applicable, upon any changes in a Primary Account Administrator's or an Authorized Representative's employment status or role in performing certain activities on behalf of User and discontinue use of that user identification and password.

An Authorized Representative's user identification that is inactive for one year may be deactivated by Alliance without notice and User may contact Alliance to request the user identification reinstated.

7. Liability

User is solely responsible and liable for all use of the Customer Activities Web Site by any person using User's user identifications and passwords. Alliance and all other users of the Customer Activities Web Site are entitled to rely on and use, and treat as authorized by the User, all information delivered and data entered through the Customer Activities Web Site by any person using User's user identifications and passwords. Notwithstanding anything to the contrary contained herein, User acknowledges and agrees that any person using User's user identifications and passwords shall have and shall be deemed to have the legal authority to act on behalf of User and all matters conducted through the Customer Activities Web Site by any such person shall legally bind User to the terms and conditions thereof.

8. Electronic Transmissions, Contractual Obligations and Authority

User and Alliance acknowledge and agree that:

- (a) Each transaction, nomination, bid, request, notification, confirmation or other business entered into, conducted or made by User electronically through the Customer Activities Web Site shall be binding upon the User, or User's principal, as the case may be. To the extent that, and at such time as such electronic transactions are entered into, authorized, confirmed and/or accepted by Alliance electronically through the Customer Activities Web Site, each such electronic transaction shall be deemed to constitute a legally binding agreement between the Parties in accordance with its terms and subject to the terms and conditions of this Agreement and the Tariff (including any applicable Agreements (as defined in the Tariff)), which shall be deemed to be incorporated in and made part of such legally binding agreement.
- (b) All Agreements (as defined in the Tariff) entered into electronically between the Parties in accordance with Section 8(a) of this Agreement shall be deemed to be made "in writing", "signed" and to constitute an "original" legally binding agreement between the Parties in the form of the relevant Agreement (as defined in the Tariff) in the Tariff.
- (c) To the extent User requests that Alliance automatically approve certain transactions through the Customer Activities Web Site, User hereby waives and releases Alliance from any liability in respect of such transactions. Alliance will continue to automatically approve these transactions until User provides notice that User is revoking its request following the procedure set out on the Customer Activities Web Site.

- (d) Alliance may, at its sole discretion but only upon request of the User, permit transactions entered into through the Customer Activities Web Site to be cancelled, rescinded or terminated.
- (e) To the extent User uses the Customer Activities Web Site to send and receive notices, such notice on the Customer Activities Web Site shall constitute valid notice between the Parties.
- (f) In the event that any transmission is received through the Customer Activities Web Site in an unintelligible form, the receiving party shall promptly provide electronic notice thereof to the originating party. Until such time as the transmission is resent and received in intelligible form, Alliance's record of the contents of such transmission shall govern.
- (g) Each of User's Authorized Representatives will have all necessary power and authority to use the Customer Activities Web Site and, on behalf of User, to make or enter into transactions and such other activities that User may conduct on the Customer Activities Web Site that will be binding on User.
- (h) The Parties agree not to contest the validity, enforceability or admissibility into evidence of, nor assert as a defense the invalidity or unenforceability of, any transaction or other activity entered into, conducted or made electronically in accordance with this Agreement by reason of its electronic nature.

9. **NGX / APC – ACE Trading Point**

If User desires to use the electronic trading and clearing exchange service (the "**NGX / APC – ACE trading point**") authorized by Alliance and created by Natural Gas Exchange Inc. ("**NGX**") for trading of natural gas at the ACE Hub, User agrees to be bound by the following terms and conditions between User and Alliance:

- (a) User acknowledges that NGX, and not Alliance, is the sole creator and operator of the NGX / APC – ACE trading point, that NGX has access to the Alliance Customer Activities Web Site, including on User's behalf, and User hereby accepts all transactions made by NGX on its behalf and waives any and all claims and rights of legal recourse against Alliance, its affiliated and related entities and their respective directors, officers, employees and other representatives in respect of operation of the NGX / APC – ACE trading point.
- (b) User shall be liable for, and shall indemnify and hold harmless Alliance, its affiliated and related entities and their respective directors, officers, employees, agents and other representatives from and against any and all losses, damages, costs or expenses (including reasonable legal fees, costs and damages) suffered by Alliance, its affiliated and related entities and their respective directors, officers, employees, agents and other representatives arising from User's use of the NGX / APC – ACE trading point, including without limitation User's failure to comply with the terms of this Agreement.
- (c) User shall be liable for and shall indemnify and hold harmless Alliance, its affiliated and related entities and their respective directors, officers, employees, agents and other representatives from and against all claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and

charges) by third parties, to the extent caused by User, or arising from User's use of the NGX / APC – ACE trading point.

- (d) Alliance reserves the right to discontinue User's access to and use of the NGX / APC – ACE trading point.

10. Ownership, Restrictions on Use and Confidentiality

Title to and all rights (including all intellectual property rights) in all software comprising the Customer Activities Web Site and the Website provided by Alliance, and all information and material contained in the Customer Activities Web Site provided by Alliance (all such software, information and material collectively called the “**Proprietary Material**”) shall be owned by and remain the property of Alliance or its licensors. User warrants and agrees on its own behalf and on behalf of its representatives that it shall not decompile, disassemble or reverse engineer all or any part of the Proprietary Material, or otherwise attempt to determine the source code of Alliance's or its licensors' Proprietary Material. In addition, User will not translate or convert into human readable form or into any other computer language, or modify, all or any part of the Proprietary Material, or use any of the Proprietary Material to develop any derivative works or any functionally compatible or competing software. User shall further not disclose or make available to any third party any part of the Customer Activities Web Site or its contents, and shall not alter, obscure, remove, modify or delete any copyright, trademark, patent or other similar notice displayed on the Customer Activities Web Site or its contents.

Any and all non-public information in any form obtained by User arising out of or related to the access or use of the Customer Activities Web Site or its content shall be deemed to be confidential and proprietary information. User agrees not to disclose or otherwise make available confidential and proprietary information to any third party, whether such information is accessed in an authorized or unauthorized manner. This provision does not apply to any information which: (i) is in or becomes part of the public domain through no unauthorized act or fault of User; (ii) is known to or obtained by User previously without an obligation of confidentiality; (iii) is independently developed by User without use of or reference to confidential or proprietary information; or (iv) is received by User from an independent third party without obligation of confidentiality and is lawfully in the possession of such third party without obligation of confidentiality. This Section will survive termination of this Agreement.

11. Representations and Warranties

User represents and warrants on behalf of itself and its representatives that, in using the Customer Activities Web Site, it will not infringe, violate, misuse or misappropriate any third party intellectual property rights nor introduce on to the Customer Activities Web Site any disabling or malicious code, such as a virus, a computer time bomb or a worm, or any other harmful content, or any threatening, defamatory, obscene, offensive or illegal content.

12. Term and Termination

This Agreement shall be effective as of the date first written above and shall continue unless and until terminated by either party in accordance with this Section 12.

Alliance may, at its option and upon written notice to User, *immediately* suspend or terminate this Agreement and User's and its Authorized Representatives' access to the Customer Activities Web Site if the User breaches this Agreement, or if any person using one of the user identifications issued or assigned pursuant to this Agreement otherwise uses, or appears to use,

the Customer Activities Web Site, any other part of the Website or any of the Proprietary Material for any improper, fraudulent, illegal or malicious purpose, including, without limitation, to impair utilization of the Customer Activities Web Site by others. Alliance may, at its option, terminate this Agreement for any other reason on 10 days prior written notice to User. User may, at its option, terminate this Agreement and its use of the Customer Activities Web Site at any time on 10 days written notice to Alliance in accordance with Section 18. In the event of termination of this Agreement for any reason, User shall cease all use of and access to the Customer Activities Web Site. Termination of this Agreement shall not affect the respective obligations and rights of the Parties arising out of any business transacted through the Customer Activities Web Site prior to termination. In the event that this Agreement is terminated and the User is party to outstanding Agreements (as defined in the Tariff), each of Alliance's and User's rights and obligations under such Agreements (as defined in the Tariff) shall remain in full force and effect.

13. Access Levels and Receipt of Unauthorized Information

The Customer Activities Web Site has been designed so that each User's information can only be accessed by that User for the purposes of conducting business with Alliance, and so that each of User's Authorized Representatives can access only the information to which that Authorized Representative is entitled, by user type as specified by User in Exhibit "C". User warrants and agrees on its own behalf and on behalf of its representatives that it will not attempt to access, download, copy or otherwise use any information on the Customer Activities Web Site that its Authorized Representatives are not authorized to access. If, however, the User or any of its Authorized Representatives does access, receive or otherwise obtain any such unauthorized information, then User shall promptly notify Alliance, and User further agrees not to download, copy, transmit or otherwise use any of such unauthorized information, except as may be expressly instructed by Alliance.

User acknowledges and agrees that Alliance, as the operator of the Customer Activities Web Site, will have access to, and the ability to review to the fullest extent allowed by law, all transmissions, information and other communications of any sort on the Customer Activities Web Site, whether or not such transmissions, information or communications are designated as private or confidential.

14. Alliance Disclaims and Limits its Liability

While Alliance will use all reasonable efforts to ensure that the Customer Activities Web Site is operational on a 24-hour basis, subject to maintenance and reasonable downtime, and that all information posted by Alliance to the Customer Activities Web Site is accurate and free from viruses or other potentially harmful content, Alliance will not be responsible for any problems or damage caused to User, or to the system or equipment User is using to access the Customer Activities Web Site, whether as a result of accessing the Customer Activities Web Site or transmitting information to or from the Customer Activities Web Site, or viewing or downloading any information, or otherwise using the Customer Activities Web Site in any manner. User acknowledges that use of the Customer Activities Web Site involves transmission over the Internet of User's proprietary and confidential information. While Alliance will use all reasonable efforts to maintain the privacy of User's proprietary and confidential information in the possession of Alliance, Alliance cannot guarantee the security of such information during its transmission over the Internet. Nor can Alliance guarantee the availability of the Internet. Alliance will not be responsible for unauthorized access to, alteration of, disclosure of, or use of User's transmissions or information, any material or information sent or received or not sent or

received, or any transactions entered into or through the Customer Activities Web Site. User specifically agrees that Alliance will not be liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.

THE WEBSITE AND THE CUSTOMER ACTIVITIES WEB SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ALLIANCE EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF QUALITY, PERFORMANCE, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. WITHOUT LIMITATION, ALLIANCE DOES NOT REPRESENT OR WARRANT THAT:

- i. THE WEBSITE OR THE CUSTOMER ACTIVITIES WEB SITE WILL PERFORM TO USER'S PERFORMANCE STANDARDS OR THAT INFORMATION CONCERNING USER ON THE CUSTOMER ACTIVITIES WEB SITE WILL BE KEPT CONFIDENTIAL, OR
- ii. THE OPERATION OF THE WEBSITE OR THE CUSTOMER ACTIVITIES WEB SITE WILL BE ERROR FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE CUSTOMER ACTIVITIES WEB SITE WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE RESULTS OBTAINED FROM ITS USE WILL BE CORRECT, ACCURATE, TIMELY OR OTHERWISE RELIABLE.

IN NO EVENT SHALL ALLIANCE OR ANY OF ITS AFFILIATED OR RELATED ENTITIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY, HOWSOEVER ARISING, IN CONNECTION WITH THE WEBSITE OR THE CUSTOMER ACTIVITIES WEB SITE EVEN IF ALLIANCE HAS BEEN ADVISED OF, OR FORESEES THE POSSIBILITY OF, ANY OF THESE DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION ANY LOST REVENUE, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, OR FOR ANY CLAIMS MADE BY A THIRD PARTY. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

15. Changes

Alliance reserves the right to change, suspend or discontinue any aspect of the Customer Activities Web Site or the Website, without prior notice.

16. Contingency

If for any reason the Website or the Customer Activities Web Site is not operable, or if Alliance for any reason expects either to not be operable, for more than a reasonable period of time, then, without in any way limiting the provisions of paragraph 14 above and the disclaimers and limits of liability set out therein, Alliance may, without obligation or liability, notify User of an alternate means of conducting business with and obtaining information from Alliance. To the extent that User undertakes transactions using such alternative means, User agrees to be bound thereby and such transactions shall also be governed by this Agreement.

17. Indemnity

User agrees to be liable to and indemnify, defend and hold Alliance, its affiliated and related entities and their respective directors, officers, employees, agents and other representatives harmless from and against all actions, damages, expenses, fees (including, without limitation, legal fees and disbursements, and amounts paid in settlement) and liabilities whatsoever incurred by Alliance in connection with the use of the Customer Activities Web Site and the Website by the User, its Authorized Representatives or any person using an identification issued pursuant to this Agreement. This Section will survive termination of this Agreement.

18. Notice

Unless specifically provided in this Agreement, any request, demand, statement or notice (collectively, a “**notice**”) which either party is required to or desires to give to the other in connection with this Agreement or the Customer Activities Web Site must be in writing and shall be validly communicated by the delivery thereof to its addressee, either personally or by courier or by electronic delivery, and will be considered duly delivered to the party to whom it is sent at the time of its delivery if personally delivered or if sent by electronic delivery during normal business hours, or on the day following transmittal thereof if sent by courier (provided that in the event normal courier service or electronic delivery service shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the notice shall utilize any service that has not been so interrupted or shall personally deliver such notice) to the other party at the address set forth below. Each party shall provide notice to the other of any change of address for the purposes hereof.

Alliance:

Alliance Pipeline L.P.
c/o Alliance Pipeline Inc.
6385 Old Shady Oak Road
Eden Prairie, MN 553444
Attention: Commercial Operations
E-mail Address: cs@alliancepipeline.com

User:

To a Primary Account Administrator at the User’s address and/or an e-mail of a Primary Account Administrator set out in Exhibit “B”.

19. Governing Law

This Agreement will be interpreted in accordance with the laws of the State of New York and the federal laws of the United States applicable therein. The Courts of the State of New York shall have exclusive jurisdiction over any proceeding arising under or in relation to this Agreement. In the event of a conflict or inconsistency between the provisions of this Agreement and the Tariff, the terms of the Tariff shall prevail.

20. Entire Agreement

This Agreement supersedes and replaces all prior customer activities web site subscriber agreements and constitutes the entire agreement of the parties relating to the subject matter

hereof, and there are no representations or warranties made by either party other than those contained herein.

21. Enurement

This Agreement will be binding on, and enure to the benefit of, the parties hereto and their respective successors and permitted assigns.

22. Assignment

User may not transfer or assign all or any part of this Agreement without the prior written consent of Alliance.

23. Waiver

A waiver of rights by the User or Alliance in respect of a failure by the other party to this Agreement to perform an obligation under this Agreement will not be construed as a waiver of rights in respect of any continuing or subsequent failure to perform such obligation or as a waiver of rights in respect of the performance of any other obligation under this Agreement.

24. Amendment

No amendment, alteration or waiver of any provision of this Agreement shall be binding upon either the User or Alliance unless the same is affected in writing and executed by each of the User and Alliance.

25. Severability

If any provision of this Agreement is held to be invalid or unenforceable, no other provision of this Agreement will be affected as a result thereof, and the remaining provisions of this Agreement will remain in full force and effect as though such invalid or unenforceable provision had not been contained herein.

26. Relationship of Parties

Nothing in this Agreement shall cause or be construed to cause User, nor its employees, agents or subcontractors to be employees, agents or subcontractors of Alliance. User shall not use Alliance's name or brand in advertising, promotional material or press releases without the prior written consent of Alliance.

27. Authority

Each Party represents and warrants that it has all necessary power and authority to execute and perform this Agreement, and this Agreement is a legal, valid and binding agreement, enforceable against the Party in accordance with its terms. The Parties further represent and warrant that each person signing or otherwise executing this Agreement has full legal capacity, power and authority to enter into this Agreement for and on behalf of the respective Party and to bind such Party. User represents and warrants that each Primary Administrator has the authority to undertake further actions pursuant to this Agreement.

28. Counterparts and Delivery

This Agreement may be executed and delivered in counterpart and by electronic means (including by sending to the electronic addresses set forth for notice in this Agreement). All such counterparts shall together constitute an executed original agreement, binding on the Parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

ALLIANCE PIPELINE L.P.

by its Managing General Partner, Alliance Pipeline Inc.

By: _____
Name:
Title:

[USER]

By: _____
Name:
Title:

Exhibit "A"

AGENCY FORM

To: Alliance Pipeline L.P., by its managing general partner, Alliance Pipeline Inc., ("Alliance")

From:

Principal's Full Legal Name: _____ a _____
[insert form of business organization (corporation, partnership, etc.)]
_____ ***[insert whether incorporated, formed, continued]*** in
_____ ***[insert jurisdiction of incorporation, formation, continuation]***
("Principal")

Agent's Full Legal Name: _____ a _____
[insert form of business organization (corporation, partnership, etc.)]
_____ ***[insert whether incorporated, formed, continued]*** in
_____ ***[insert jurisdiction of incorporation, formation, continuation]***
("Agent")

Alliance and Principal are parties to a Customer Activities Web Site Subscriber Agreement dated _____, 20____, which sets forth the terms and conditions for Principal's use of Alliance's Customer Activities Web Site. Capitalized terms used in this Agreement and not defined herein shall have the meanings ascribed to them in the Customer Activities Web Site Subscriber Agreement.

Principal hereby notifies Alliance that Principal appoints Agent as its agent to access and use the Customer Activities Web Site on behalf of Principal in accordance with the Customer Activities Web Site Subscriber Agreement for the sole purpose of performing the following Customer Activities Web Site functions (check all that apply):

- Notices
- Invoicing
- Nominations
- Imbalance Trading
- Contracting
- Capacity Release
- CSO

Detailed description of other responsibilities being assigned from Principal to Agent (if any):

Effective Start Date of Agency:* _____

Effective End Date of Agency (if any): _____

* Effective Start Date of Agency must be at least 2 business days after Alliance's receipt of the fully executed Agency Form and execution and delivery of a Customer Activities Web Site Subscriber Agreement between Agent and Alliance.

Alliance shall be entitled to rely on any acts or things done or performed by Agent on behalf of Principal with respect to all matters for which authority is granted herein until Alliance receives at least five (5) business days prior written notice from Principal or Agent to change or terminate the agency relationship hereunder.

All notices and communications concerning the above-mentioned delegated functions will be directed to Agent at the address noted in Agent's Customer Activities Web Site Subscriber Agreement with Alliance, which Agent shall execute and deliver to Alliance together with this Agency Form. All such notices and communications by Alliance to Agent shall be deemed notice to Principal.

By execution of this Agency Form, each of Principal and Agent acknowledge and agree to the appointment of Agent as agent for Principal in accordance with the terms of this Agency Form and the terms and conditions of its Customer Activities Web Site Subscriber Agreement, including, without limitation, the provisions with respect to agency set forth therein.

Each of Principal and Agent acknowledge that receipt by Alliance of an executed Agency Form transmitted by electronic mail to Alliance, Attention: Commercial Operations, at cs@alliancepipeline.com will constitute a valid enforceable agreement and will legally bind the parties accordingly.

[PRINCIPAL]

[AGENT]

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit "B"

PRIMARY ACCOUNT ADMINISTRATORS

To: Alliance Pipeline L.P., by its managing general partner, Alliance Pipeline Inc.
("Alliance")

Date: _____, 20____

User's Full Legal Name: _____

User Address: Street: _____

City: _____ **State / Province:** _____

ZIP Code / Postal Code: _____

User's Primary Account Administrators:

The following two individuals are hereby designated by User as User's Primary Account Administrators pursuant to the Customer Activities Web Site Subscriber Agreement between User and Alliance:

Primary:

Name: _____

Position: _____

Phone: _____

E-mail: _____

Backup:

Name: _____

Position: _____

Phone: _____

E-mail: _____

[USER]

By: _____

Name:

Title:

Must be a duly authorized Officer

Revision Date: _____

Exhibit "C"

REQUEST FOR USER IDENTIFICATION, CHANGE OR DEACTIVATION OF USER IDENTIFICATION

To: Alliance Pipeline L.P., by its managing general partner, Alliance Pipeline Inc. ("Alliance")

Date: _____, 20____

User's Full Legal Name: _____

This Request for User Identification, Change or Deactivation of User Identification is part of and subject to the Customer Activities Web Site Subscriber Agreement between Alliance and the entity identified as "User" herein.

User's Primary Account Administrator hereby requests Alliance to issue, change or deactivate user identifications and passwords to the following Authorized Representatives of User for the following specified levels of access:

1. Authorized Representative Name and Title: _____

Name and Title

Telephone

E-mail

User Identification: _____
(Provide only if requesting Change or Deactivation)

Request Type

- Issue user identification
- Change user identification profile
- Deactivate user identification

Levels of Access (check all that apply)

- notices
- invoicing
- nominations
- imbalance trading
- contracting
- capacity release
- CSO

2. Authorized Representative Name and Title: _____

Name and Title

Telephone

E-mail

User Identification: _____
(Provide only if requesting Change or Deactivation)

Request Type

- Issue user identification
- Change user identification profile
- Deactivate user identification

Levels of Access (check all that apply)

- notices
- invoicing
- nominations
- imbalance trading
- contracting
- capacity release
- CSO

3. Authorized Representative Name and Title: _____
Name and Title

 Telephone

 E-mail

User Identification: _____
 (Provide only if requesting Change or Deactivation)

Request Type

- Issue user identification
- Change user identification profile
- Deactivate user identification

Levels of Access (check all that apply)

- notices
- invoicing
- nominations
- imbalance trading
- contracting
- capacity release
- CSO

4. Authorized Representative Name and Title: _____
Name and Title

 Telephone

 E-mail

User Identification: _____
 (Provide only if requesting Change or Deactivation)

Request Type

- Issue user identification
- Change user identification profile
- Deactivate user identification

Levels of Access (check all that apply)

- notices
- invoicing
- nominations
- imbalance trading
- contracting
- capacity release
- CSO

Authorization

This shall be Alliance’s full and complete authorization to issue, change and/or deactivate the user identifications specified above.

Signature of Primary Account Administrator: _____
[Must be a Primary Account Administrator designated by the User to Alliance]

Print Name: _____

Please submit this completed and executed Exhibit “C” to Alliance, Attention: Commercial Operations, at cs@alliancepipeline.com. User’s Primary Account Administrator may make additional requests to issue, change or deactivate user identifications by completing and executing additional Exhibit “C”s. This Exhibit C is subject to acceptance by Alliance.