

**FORM OF SERVICE AGREEMENT
FOR THE LINK® SYSTEM**

This **LINK® System Agreement**, executed this ____ day of _____, _____, by and between _____ (Service Requester Proprietary Number _____) ("LINK® System Subscriber"), and NEXUS CAPACITY SERVICES, ULC (hereafter referred to as "Transporter"), 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, LINK® System Subscriber and Transporter do hereby agree as follows:

**ARTICLE I
SCOPE OF AGREEMENT**

- 1.1 Transporter shall make available for use by LINK® System Subscriber Transporter's computerized Electronic Communication system, the LINK® Customer Interface System ("LINK® System"), to perform such functions as may be available on the LINK® System from time to time.
- 1.2 Use of the LINK® System is subject to the terms of this LINK® System Agreement and the terms of any related agreement(s) between NEXUS CAPACITY SERVICES, ULC and LINK® System Subscriber for which LINK® System Subscriber utilizes the LINK® System (the "Service Agreement(s)"), which are hereby incorporated by reference for so long as such Service Agreement(s) are in effect.

**ARTICLE II
ELECTRONIC COMMUNICATION**

2.1 System Description

- (a) Transporter provides for interactive Electronic Communications with its shippers and other parties through the LINK® System. The LINK® System shall be available on a nondiscriminatory basis to any party, provided that such party (i) has executed a LINK® System Agreement electronically via the LINK® System (ii) has established its business entity in the LINK® System by submitting contact information pursuant to Section 2.3(a) below, (iii) has designated a Local Security Administrator pursuant to Section 2.2 below, and (iv) if such party desires to transmit information to or receive information from Transporter via electronic data interchange, has a trading partner agreement along with a related exhibit and worksheet (collectively referred to as the "Trading Partner Agreement") that was requested and executed electronically via the LINK® System. A party to a LINK® System Agreement or a Trading Partner Agreement is responsible for ensuring that the individual executing such agreement on its behalf has the appropriate authority. Use of the LINK® System by such individual is acknowledgement of that authority. Transporter shall not be responsible for verifying the authority of an individual to execute a LINK® System Agreement or a Trading Partner Agreement on behalf of a party. Any agreement that is executed in full utilizing electronic transmission through the LINK® System, including this LINK® System Agreement, is a valid and enforceable contract that is binding on all parties.

By accessing the LINK® System, LINK® System Subscriber agrees to comply with the procedures for access to and use of the LINK® System as set forth in this Article II.

Transporter reserves the right to implement, to contract for or obtain a license for enhancements to the LINK® System at its sole discretion; provided however, all such enhancements when fully operational shall be available to LINK® System Subscriber. Transporter will exercise due diligence to ensure the LINK® System operates correctly and will provide timely and non-discriminatory access to on-line LINK® System help

features and to any information available on the LINK® System that LINK® System Subscriber is entitled to access.

- (b) The LINK® System provides on-line help, a search function that permits LINK® System Subscriber to locate information concerning a specific transaction. The LINK® System will permit LINK® System Subscriber to electronically download information on transactions from the LINK® System and to separate extremely large documents into smaller files prior to such download. Transporter shall maintain and retain daily back-up records of the information displayed on the LINK® System and the Web site and through electronic data interchange for three (3) years and shall permit LINK® System Subscriber to review those records upon request. Completed transactions will remain on the LINK® System for at least ninety (90) days after completion and will then be archived. Archived information will be made available by Transporter if possible within two (2) weeks after receipt of LINK® System Subscriber's request for such information. Information on the most recent entries will appear ahead of older information.
- (c) Electronic communications may also be transmitted, where applicable, via electronic data interchange, which will be available on a nondiscriminatory basis to any LINK® System Subscriber, provided such LINK® System Subscriber has entered into a Trading Partner Agreement with Transporter pursuant to Section 2.1 (a) above. Specifically, a LINK® System Subscriber has the option of utilizing the LINK® System for purposes of:
 - (1) requesting capacity utilization service or other services offered by Transporter;
 - (2) executing, tracking, and amending certain service agreements with Transporter;
 - (3) providing nominations and viewing allocations and operational imbalances under all services as a Customer of Transporter; and
 - (4) such other functions as may be available on the LINK® System from time to time.

2.2 Local Security Administrators

- (a) LINK® System Subscriber shall designate one or more persons to perform certain security functions on the LINK® System ("Local Security Administrator") by submitting for each such person the Local Security Administrator Designation information via the LINK® System using the applicable on-line form, as such form is amended from time to time in the LINK® System. LINK® System Subscriber shall update Local Security Administrator Designation information via the LINK® System as such information changes.
- (b) The Local Security Administrator shall, via the LINK® System, be responsible for:
 - (1) identifying those persons who are duly authorized by LINK® System Subscriber to use the LINK® System to perform one or more of the functions available on the LINK® System ("LINK® System User");
 - (2) providing LINK® System Users with individualized USERIDs and passwords;
 - (3) maintaining LINK® System Users' account information;
 - (4) adding and terminating LINK® System Users immediately upon a change in status requiring such addition or termination;
 - (5) creating and modifying security rights for LINK® System Users;
 - (6) approving or terminating Designation of Affiliated Companies information and Designation of Agency information pursuant to Sections 2.4 and 2.5 herein respectively; and
 - (7) ensuring that USERIDs are used only as appropriate and as contemplated by the Service Agreement(s) and this LINK® System Agreement.
- (c) Transporter shall be entitled to rely upon the representation of LINK® System Subscriber's Local Security Administrator that the LINK® System User(s) identified by the Local Security Administrator may

- (1) transmit information to Transporter;
- (2) view information posted on the LINK® System; and/or
- (3) perform the LINK® System contracting function in accordance with the security rights granted by Local Security Administrator.

2.3 Authorized Use of LINK® System; Confidentiality

- (a) LINK® System Subscriber shall submit contact information to Transporter via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System. In addition, LINK® System Subscriber shall be required to submit updated contact information to Transporter via the LINK® System as such information changes. Such revised information shall supersede in its entirety any contact information previously submitted to Transporter.
- (b) LINK® System Subscriber shall not disclose to persons other than Local Security Administrator and LINK® System Users that are employed by LINK® System Subscriber, or properly designated affiliates or agents of LINK® System Subscriber, and shall otherwise keep confidential, all USERIDs and passwords issued by Local Security Administrator. In addition, LINK® System Subscriber shall cause Local Security Administrator and LINK® System User(s) to refrain from disclosing to any other person, whether or not employed by LINK® System Subscriber, and shall otherwise keep confidential, the individualized USERID and password issued to each such LINK® System User.
- (c) LINK® System Subscriber shall be solely responsible for any unauthorized or otherwise improper use of USERIDs and passwords issued by or for its Local Security Administrator, including, but not limited to, the use of such USERIDs and passwords by LINK® System Users who are not within LINK® System Subscriber's employment or control.
- (d) Transporter reserves the right to disable for due cause any USERID issued to any LINK® System User. Transporter shall provide notice to LINK® System Subscriber, LINK® System User and/or Local Security Administrator, as applicable, at the time that the USERID is disabled by Transporter. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Transporter will disable any USERID that has not been used to access the LINK® System for fifteen (15) consecutive months.
- (e) LINK® System Subscriber shall immediately notify Transporter of the desire to delete a Local Security Administrator of LINK® System Subscriber by (i) e-mail to link-help@enbridge.com, or (ii) submission via the LINK® System using the applicable on-line form of revised Local Security Administrator Designation information for such Local Security Administrator indicating the desire for termination. Such revised information shall supersede in its entirety any Local Security Administrator Designation information previously submitted to Transporter for such Local Security Administrator. LINK® System Subscriber shall be solely responsible for any unauthorized actions of Local Security Administrator due to LINK® System Subscriber's failure to so notify Transporter of the need to delete such Local Security Administrator.
- (f) Transporter warrants that, without the express consent of LINK® System Subscriber, no Transporter employee or agent will disclose to any third party any non-public information regarding research performed through the use of the LINK® System by LINK® System Subscriber.

2.4 LINK® System Subscriber; Affiliated Companies

- (a) If LINK® System Subscriber belongs to a group of affiliated companies and requires LINK® System access on behalf of one or more of said affiliates, LINK® System Subscriber (i) shall, or shall cause one of the affiliates of LINK® System Subscriber to, submit to Transporter via the LINK® System the Designation of Affiliated Companies information, and (ii) shall cause all other parties included in the affiliation to approve the Designation of Affiliated Companies information via the LINK® System. The Designation of Affiliated Companies information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the Designation of Affiliated Companies information.
- (b) When Designation of Affiliated Companies information changes, the LINK® System Subscriber shall cause revised Designation of Affiliated Companies information to be submitted and approved pursuant to Section 2.4(a) above. Such revised information shall supersede in its entirety any Designation of Affiliated Companies information previously submitted to Transporter. LINK® System Subscriber warrants that access consistent with any Designation of Affiliated Companies information submitted and approved by LINK® System Subscriber and its affiliates in accordance with Section 2.4(a) above is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Transporter reserves the right to reject such Designation of Affiliated Companies information if it determines that granting such designation would violate any contractual, legal, or regulatory responsibility of Transporter.
- (c) In order for LINK® System Users of LINK® System Subscriber to access the LINK® System on behalf of LINK® System Subscriber's affiliates designated pursuant to Section 2.4(a) above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber must meet the requirements of a LINK® System Subscriber set forth in Section 2.1(a) of this LINK® System Agreement.
- (d) It is the obligation of the LINK® System Subscriber to notify Transporter via the LINK® System when a company affiliation terminates, either by (i) submitting a request to terminate a company affiliation via the applicable on-line form, as such form is updated from time to time in the LINK® System, or (ii) submitting and approving superseding Designation of Affiliated Companies information in accordance with Section 2.4(a). An affiliate may request a termination of the company affiliation by submitting such request via the LINK® System. A request to terminate a company affiliation will be processed by Transporter without consent from the non-requesting party.

2.5 LINK® System Subscriber; Agency

- (a) If LINK® System Subscriber desires to designate one or more persons or entities to act as an agent on behalf of LINK® System Subscriber ("Agent"), then for each such Agent, the LINK® System Subscriber (i) shall, or shall cause the Agent to, submit to Transporter via the LINK® System the Designation of Agency information specifying the rights granted to the Agent and (ii) shall cause the other party to the agency relationship to approve the Designation of Agency information. The Designation of Agency information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the information. Transporter may require that LINK® System Subscriber provide additional documentation to confirm that LINK® System Subscriber desires Agent to act on its behalf.
- (b) In order for LINK® System Users of an Agent designated pursuant to Section 2.5(a) above to access the LINK® System on behalf of LINK® System Subscriber, such

Agent must meet the requirements of a LINK® System Subscriber set forth in Section 2.1(a) of this LINK® System Agreement.

- (c) Transporter may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 2.5(a) above. Transporter may fully rely upon all communications received from and direction given by Agent with respect to all actions indicated in the approved Designation of Agency information for which Agent is authorized to act on behalf of LINK® System Subscriber. Transporter may grant Agent access to LINK® System Subscriber's data contained in the LINK® System as necessary to perform the functions identified in the approved Designation of Agency information. LINK® System Subscriber will defend, indemnify and hold harmless Transporter from and against any and all claims, demands, liabilities and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Transporter by any party associated with Transporter's reliance on Designation of Agency information provided pursuant to this Section 2.5.
- (d) The rights specified in the approved Designation of Agency information having the latest commencement date shall supersede all prior rights granted by LINK® System Subscriber to Agent identified on such Designation of Agency Form. In no event can an agency right granted to one Agent be simultaneously granted to another Agent.

It is the obligation of the LINK® System Subscriber to notify Transporter when an Agency relationship changes or terminates, either by (i) specifying a termination date in the approved Designation of Agency information, or (ii) submitting a request to terminate an agency relationship via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, or (iii) submitting and approving superseding Designation of Agency information in accordance with Section 2.5(a). The Agent may request a termination of the agency relationship by submitting such request via the LINK® System. A request to terminate an agency relationship will be processed by Transporter without consent from the non-requesting party.

LINK® System Subscriber and Agent must re-approve existing Designation of Agency information via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, on an annual basis. If, during this annual re-approval process, either the LINK® System Subscriber or the Agent desires a change to the Designation of Agency information, new Designation of Agency information must be submitted and approved in accordance with Section 2.5(a) above. Transporter shall remove the security rights granted to all LINK® System Users of Agent pertaining to access granted by LINK® System Subscriber pursuant to the Designation of Agency information if LINK® System Subscriber and Agent do not re-approve the existing Designation of Agency information or submit an approved updated Designation of Agency information on an annual basis.

- (e) Agent is authorized to act on behalf of LINK® System Subscriber under any or all of LINK® System Subscriber's Service Agreements with Transporter as such Service Agreements are effective from time to time, or with respect to any or all meter locations as available from time to time, respectively, as specified in the Designation of Agency information, until LINK® System Subscriber properly notifies Transporter that the agency relationship is terminated or superseded in accordance with Section 2.5(d). The designation of an Agent by a LINK® System Subscriber does not provide for an assignment of the rights and obligations of any contract between Transporter and LINK® System Subscriber.

2.6 Liability

- (a) Transporter shall not be liable to LINK® System Subscriber or any other party in damages for any act, omission or circumstance related to the LINK® System occasioned by or in consequence of an event of “Force Majeure” (as defined below) that is not within the control of Transporter and which by the exercise of commercially reasonable due diligence Transporter is unable to prevent or overcome. Any Force Majeure (as defined in Section 1.19, and as further provided in Section 18, of the General Terms and Conditions of the Vector Pipeline Limited Partnership (“Vector Canada”) Tariff) declared by Vector Canada under Transporter’s Vector Canada FT-1 Firm Transportation Agreement shall constitute a Transporter Force Majeure hereunder (and the term “Force Majeure” as used herein shall have the meaning given in Section 1.19 the General Terms and Conditions of the Vector Canada Tariff, and Section 18 of the same shall apply in full to this LINK® System Agreement as between Transporter and LINK System Subscriber; provided however that for all purposes of this Agreement, the term Force Majeure shall also include an outage or disruption affecting the functioning of the LINK® System). To the extent the information displayed on the LINK® System is originated solely by Transporter and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Transporter based on LINK® System Subscriber conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the LINK® System.
- (b) LINK® System Subscriber shall defend, indemnify and hold harmless Transporter from and against any and all claims, demands and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney’s fees) of any nature whatsoever, that may be asserted against or imposed upon Transporter by any party as a result of the unauthorized or otherwise improper use of any USERID and/or password issued to or by LINK® System Subscriber and/or Local Security Administrator or any other unauthorized or improper use of the LINK® System by any LINK® System User or LINK® System Subscriber unless such improper use is the result of Transporter’s negligence or willful misconduct, including, but not limited to, distribution of USERIDs or passwords to persons that are not employed by, or agents or affiliates of, LINK® System Subscriber.

2.7 **Electronic Mail (E-mail) Notification.** For system-wide notices of general applicability, where any provision(s) of the Service Agreement(s) requires that these matters be written or in writing, such provision(s) is satisfied by Transporter utilizing electronic transmission through the LINK® System in accordance with the procedures for utilization of the LINK® System [or through electronic data interchange as provided for in the Federal Energy Regulatory Commission-approved or permitted data sets]. Critical system-wide notices will be in a separate category from notices that are not critical. Transporter will use electronic mail (e-mail) in order to facilitate certain notifications to LINK® System Subscriber. LINK® System Subscriber shall provide to Transporter in the LINK® System, at least one e-mail address to which these notifications can be sent, and shall be responsible for updating such information as necessary. Transporter shall provide such notifications by e-mail communication, via the LINK® System, to LINK® System Subscriber at such provided e-mail address(es) in the LINK® System. Shipper shall be responsible for providing accurate e-mail information to Transporter, including timely updates to such information. All other provisions, including Service Agreement-specific notices, requiring items or information to be written or in writing remain unchanged unless otherwise agreed by Transporter and LINK® System Subscriber.

2.8 **Rights to LINK® System.** Transporter or an affiliate of Transporter is the exclusive proprietor of the programming that generates the LINK® System and of all the copyrights and proprietary interests therein, except insofar as any third party (whose materials are made available in the files of the LINK® System under license to Transporter or an affiliate of Transporter) possesses

a copyright or proprietary interest in such materials, but not of the files of and the information displayed on the LINK® System. A LINK® System Subscriber will not by virtue of this LINK® System Agreement acquire any proprietary interests in the programming that generates the LINK® System.

ARTICLE III TERM

The term of this LINK® System Agreement shall commence on the date of execution hereof and shall continue in full force and effect on a month to month basis until terminated by Transporter or LINK® System Subscriber, with thirty (30) days prior written notice of such termination. The indemnity obligations set forth in this LINK® System Agreement shall survive such termination.

ARTICLE IV ADDRESSES

Except as otherwise provided herein, any notice, request, demand, statement, bill or payment pursuant to this LINK® System Agreement shall be in writing and shall be considered as duly delivered when received on-line via the LINK® System, or when received as registered, certified, or regular mail at the address of the parties hereto, as the case may be, as follows:

(a) Transporter NEXUS CAPACITY SERVICES, ULC
Attn: LINK® System
5400 Westheimer Court
P.O. Box 1642
Houston, TX 77251-1642

(b) LINK® System Subscriber:

Contact Information submitted by LINK® System Subscriber in the LINK® System.

ARTICLE V INTERPRETATION

The interpretation and performance of this LINK® System Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflicts of law.

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

ARTICLE VI AMENDMENTS

Transporter may unilaterally change, modify, add or remove portions of this Agreement at any time. Transporter will notify the LINK System Subscriber of any changes to this Agreement by informational posting. Any change to this Agreement will become effective no less than 45 days after Transporter provides notice of such changes by informational posting. The LINK System Subscriber's continued use of the LINK System following notice of such change will constitute the LINK System Subscriber's agreement and acceptance of the amendment and the Agreement as amended. If the LINK System Subscriber does not agree to the modification of this Agreement, it must terminate this Agreement as provided in Article II herein.

ARTICLE VII AGREEMENTS BEING SUPERSEDED

When this LINK® System Agreement becomes effective, it shall supersede any LINK® System Agreement(s) between the parties hereto with an earlier execution date.

IN WITNESS WHEREOF, the parties hereto have caused this LINK® System Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

NEXUS Capacity Services, ULC

By: _____

Title: _____

Signature

LINK® System Subscriber

By: _____

Title: _____

Signature