

Velocity Subscription Agreement

Velocity is provided by ESG Global, (“ESG”) and Kinetica _____ (the “Pipeline”) to _____ (the “Subscriber”) for the purpose of facilitating certain gas transportation transactions via the public Internet.

By signing this Subscription Agreement, and in consideration of the provision of Velocity to Subscriber by ESG and the Pipeline, the Subscriber acknowledges and agrees that:

1. In the event that the Subscriber is unable to access Velocity for any reason, the Subscriber shall communicate the necessary information regarding gas transactions (quantities, dates, receipt and delivery points, contract numbers, counterparties, etc.) via email or facsimile or other method as directed by the Pipeline. Neither ESG nor the Pipeline shall be liable for any damages, loss or costs of any kind or nature incurred by Subscriber as a result of Subscriber’s inability to access Velocity for any reason whatsoever.
2. ESG or the Pipeline may temporarily or permanently suspend Subscriber’s access to Velocity at any time, with or without cause, without notice and without incurring any liability to Subscriber. Gas transactions made prior to such termination shall survive such termination.
3. Neither ESG nor the Pipeline shall be liable for any failure to perform obligations in connection with any Velocity gas transportation transaction when such failure results from any act of God or any other cause beyond ESG or the Pipeline’s reasonable control, including, without limitation any mechanical, electronic or communications failures, including the failure of third party communication providers.
4. VELOCITY IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND. ESG AND THE PIPELINE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT ARE RELATED TO THE USE OF VELOCITY OR THE INTERNET. PIPELINE EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE ACCURACY OF DATA ENTERED BY OR ON BEHALF OF SUBSCRIBER. THE SUBSCRIBER EXPRESSLY AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE ACCURATE AND TIMELY COMMUNICATION OF ITS GAS TRANSPORTATION TRANSACTION INFORMATION WHETHER OR NOT SUBSCRIBER HAS ACCESS TO VELOCITY OR VELOCITY FUNCTIONS FOR SUCH COMMUNICATION.
5. Neither ESG nor Pipeline is an insurer, bailer or guarantor of any transaction entered or created in Velocity. ESG will not be responsible for the content of or errors in data input or supplied by the Pipeline or Subscriber. Pipeline will not be responsible for the content of or errors in data input or supplied by the Subscriber.
6. Velocity remains the sole property of ESG. Subscriber obtains no rights, title or license to Velocity as a result of this Subscription Agreement. Subscriber agrees to use Velocity solely for its own commercial purposes. Subscriber shall not copy, modify, reuse, or resell Velocity for its own purposes or for the benefit of any third party.
7. Subscriber shall be solely responsible for acquiring, maintaining and using any network or computer hardware or software or other devices used to access Velocity or otherwise communicate nomination or gas transportation information to the Pipeline.

8. Subscriber also shall be solely responsible for acquiring, maintaining and using any necessary connections to any facilities or equipment or to any internet, telecommunication or other networks, whether with ISPs or telecommunication providers or otherwise.
9. Subscriber acknowledges and agrees that Velocity does not support “wellhead” accounting activities such as working interest owner percentages, netbacks or royalties.
10. Subscriber acknowledges and agrees that Pipeline’s invoicing functions are based on rate schedules and transportation contracts contained within Velocity.

Subscriber’s Velocity User ID will be assigned by Pipeline.

Notification Options – I wish to receive email notifications from the Pipeline for the following events:

- Nomination Entry
- Nomination Edit
- Reductions in Scheduled Quantities
- Critical Pipeline Notices
- Other Pipeline Notices
- Availability of Invoices for download
- Posting of Capacity Release Offers or Bids

For the Subscriber

Signature: _____

Name: _____

Company: _____

Title: _____

Email: _____

Date: _____