

Measurement Data Collection System (MDCS)

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TERMS AND CONDITIONS

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. This License Agreement (the "Agreement") is a legal contract between you, your employer (collectively, "You") and NorthRiver Midstream Operations LP ("NorthRiver Midstream") with respect to the license of all versions of the Measurement Data Collection System software provided under this Agreement, including all associated documentation (collectively, the "Product").

1. LICENSE TO USE: NorthRiver Midstream hereby grants to You a personal, perpetual (unless terminated as set forth herein), non-exclusive, non-transferable, free of charge, license to use the Product solely for purposes of complying with the Measurement Policy (as hereinafter defined), including data collection in connection with such policy, on the terms and conditions contained in this Agreement. You may:

(a) Install and run the Product (b)

2. RESTRICTIONS: You acknowledge and agree that You shall not, and shall not authorize any third party to:

(a) make copies of the Product

(b) make the Product, or any part thereof, available over the Internet or similar networking technology;

(c) modify, decompile, adapt, disassemble, translate into another computer language, create derivative works of, or otherwise reverse engineer the Product, or disclose any trade secrets relating to the Product;

(d) license, sublicense, distribute, sell, lease, transfer, assign, trade, rent or publish the Product or any part thereof and/or copies thereof, to any third party;

(e) use the Product to collect or process any data other than data in respect of NorthRiver Midstream customers for which you are otherwise authorized to collect or process; (f) use, without its express permission, the name of NorthRiver Midstream, NorthRiver Midstream Inc, or NorthRiver Midstream Operations LP.

3. INTELLECTUAL PROPERTY RIGHTS: The Product is licensed, not sold. All patents, copyrights, trade secrets, service marks, trademarks and other proprietary rights in or related to the Product and any improvements, modifications and enhancements thereof are and will remain the exclusive property of NorthRiver Midstream or its licensors. You acknowledge that no term of this Agreement will be construed to convey title in any part of the Product to you. You agree that You will not, either during or after the termination of this Agreement, contest or challenge the title to or the intellectual property rights of NorthRiver Midstream or its licensors in the Product or any portion thereof. This Agreement does not grant you any rights in connection with any trademarks, service marks or trade names of NorthRiver Midstream or its affiliated or related entities.

4. CONFIDENTIALITY: You acknowledge that the Product is and incorporates confidential and proprietary information developed, acquired by or licensed to NorthRiver Midstream. You will take all reasonable precautions necessary to safeguard the confidentiality of the Product, and will not disclose any information about the Product to any other person without NorthRiver Midstream's prior written consent. You will not allow the removal or defacement of any confidential or proprietary notice placed on the Product. You acknowledge that any breach of this Section 4 will cause irreparable harm to NorthRiver Midstream and its licensors.

5. DATA COLLECTION AND OWNERSHIP: By submitting data collected using the Product to NorthRiver Midstream ("Data"), whether by using the Product's synchronization function or otherwise, you consent to NorthRiver Midstream using the Data in accordance with the RGT Measurement Policy and Residue Measurement Policy of NorthRiver Midstream, as amended from time to time (collectively, the "Measurement Policy"), including, without limitation, storing Data in a NorthRiver Midstream central database and using Data for troubleshooting purposes and tracking compliance and non-compliance with the Measurement Policy. Further, You agree that NorthRiver Midstream may provide Data to other persons in connection with incident investigations, dispute resolution or regulatory investigations or to satisfy any legal (including

regulatory) requirements. Where any Data belongs to third parties then You represent and warrant to NorthRiver Midstream that You have obtained all necessary consents and authorizations from such persons in order to comply with this Section. [Without limitation whatsoever to the foregoing, You further represent and warrant that the Data submitted is correct and accurate. You further acknowledge and agree that NorthRiver Midstream is in no way responsible for confirming the accuracy of the Data and in fact provides no warranty whatsoever in that regard.

6. **PRIVACY:** You hereby consent to Your contact information and any other personally identifiable information that You provide to NorthRiver Midstream being disclosed to and maintained and used by NorthRiver Midstream and NorthRiver Midstream's business partners for the purposes of (i) managing and developing our respective businesses and operations; (ii) marketing products and services to You; and (iii) developing new and enhancing existing products. You further agree that NorthRiver Midstream may provide this information to other persons as required to satisfy any legal (including regulatory) requirements and to any person that acquires some or all of the assets of NorthRiver Midstream. Where any of the personally identifiable information that You provide to NorthRiver Midstream is in respect of individuals other than Yourself then You represent and warrant to NorthRiver Midstream that You have obtained all necessary consents and authorizations from such individuals in order to comply with this Section.

7. **NO WARRANTIES:** This Product is provided to You by NorthRiver Midstream in order to assist You to comply with the Measurement Policy. The Product is provided to you on an "as is" basis without warranty of any kind. No warranty, representation or condition either express or implied, including without limitation, any implied warranty or condition of merchantability, non-infringement, performance, durability or fitness for a particular purpose or use shall apply. NorthRiver Midstream does not warrant that the Product will operate on a continuous or trouble free basis.

8. **LIMITATION OF LIABILITY:** In no event shall NorthRiver Midstream be liable for any loss of data or damage to hardware or software from use of the Product, whether arising directly or indirectly, or any other indirect, incidental, consequential, or special damages, including without limitation any damages for lost profits or business interruption, regardless of whether NorthRiver Midstream has been advised of the possibility of such damage. Except to the extent that the laws of a competent jurisdiction require liabilities beyond and despite these limitations, exclusions and disclaimers, these limitations, exclusions and disclaimers shall apply whether an action, claim or demand arises from a breach of warranty or condition, breach of contract, negligence, strict liability or any other kind of civil or statutory liability connected with or arising from this Agreement. You agree that the foregoing disclaimer of warranties and limitation of liability are fair in light of the nature of the rights granted herein and the free of charge nature of the Product. Where the laws of a competent jurisdiction require liabilities beyond and despite the above limitations, exclusions and disclaimers, then, to the maximum extent permitted by applicable law, in no event shall the aggregate liability of NorthRiver Midstream to You arising, for any reason whatsoever, in connection with this Agreement exceed CDN\$100.

9. **INDEMNITY:** You will indemnify, defend and hold harmless NorthRiver Midstream, its directors, officers, employees and agents from and against any and all liability, loss, damage, action, claim or expense (including legal fees and costs) in connection with any claim, suit, action, demand or judgement (collectively, "Claim") arising out of, connected with, resulting from, or sustained as a result of Your use of the Product or Your breach of the terms and conditions of this Agreement, including without limitation, any Claim relating to infringement of NorthRiver Midstream's intellectual property rights or the intellectual property rights of any third party. No remedy herein conferred upon NorthRiver Midstream is intended to be, nor will it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies will be cumulative.

10. **SUPPORT AND MAINTENANCE:** You acknowledge and agree that, unless and to the extent expressly agreed by NorthRiver Midstream in a separate written document, the Product is provided to You without any support or maintenance from NorthRiver Midstream and, for greater certainty, NorthRiver Midstream shall have no obligation to issue any update or upgrade to any Product. If NorthRiver Midstream provides You with updates to the Product, any such updates will be considered part of the Product and subject to the terms and conditions of this Agreement unless specifically addressed in a separate written agreement.

11. **TERM:** This Agreement is effective until terminated. You may terminate this Agreement at any time by ceasing use of the Product and destroying or deleting any copies of the Product. This Agreement will terminate immediately without notice from NorthRiver Midstream if You fail to comply with any provision of this Agreement. NorthRiver Midstream may terminate this Agreement at any time upon notice to you where NorthRiver Midstream determines, in its sole discretion, that any continued use of the Product could infringe the rights of any third parties. Upon termination of this Agreement, and in any event upon NorthRiver Midstream delivering You notice of termination, You shall immediately purge all Products from Your computer system(s) and return to NorthRiver Midstream all copies of the Product that are in Your possession or control. On any termination of this Agreement Sections 3, 4, 5, 6, 7, 8, 9, 13 and 14 shall survive such termination.

12. **EXPORT LAWS:** The Product and technical data delivered under this Agreement are subject to Canadian export control laws (including, without limitation, regulations, orders and other export restrictions imposed by the Government of Canada) and may be subject to export or import laws in other countries. You agree to comply strictly with all such laws and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery of the Product to You.

13. **USE OF PRODUCT:** You acknowledge and agree that you will be responsible for all costs, charges and taxes (where applicable) arising out of Your use of the Product. You acknowledge that You are responsible for supplying any hardware or software necessary to use the Product pursuant to this Agreement.

14. GENERAL PROVISIONS:

(a) This Agreement will be governed by the laws of the Province of Alberta, and the laws of Canada applicable therein, excluding any rules of private international law that lead to the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply to this Agreement. The courts of the Province of Alberta shall have non-exclusive jurisdiction to hear any matter arising in connection with this Agreement.

(b) USE OF THE PRODUCT IS PROHIBITED IN ANY JURISDICTION WHICH DOES NOT GIVE EFFECT TO THE TERMS OF THIS AGREEMENT.

(c) You agree that no joint venture, partnership, employment, consulting or agency relationship exists between You and NorthRiver Midstream as a result of this Agreement or Your use of the Product.

(d) This Agreement is the entire Agreement between You and NorthRiver Midstream relating to this subject matter. The terms of this Agreement will prevail notwithstanding any different, conflicting, or additional terms that may appear in any other document. You will not contest the validity of this Agreement merely because it may be in electronic form. No modification of this Agreement will be binding, unless in writing and accepted by an authorized representative of each party.

(e) The provisions of this Agreement are severable in that if any provision in the Agreement is determined to be invalid or unenforceable under any controlling body of law, that will not affect the validity or enforceability of the remaining provisions of the Agreement.

(f) You may not assign this Agreement or any of Your rights or obligations hereunder without NorthRiver Midstream's prior written consent. NorthRiver Midstream, at its sole discretion, may assign this Agreement without notice to You.

If you have any questions about the Product please contact NorthRiver Midstream at:

NorthRiver Midstream Operations LP, Measurement Technical Services
Suite 1400, 888 3rd Street SW
Calgary, AB, Canada
T2P 5C5
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Accept and Install MDCS

MDCS System Requirements:

Windows 7 or higher

.NET 3.5 (Minimum)

SQL Server Compact 3.5 Service Pack 2 ([Download from Microsoft, install 32 and 64 bit versions on 64 bit machines](#))

Microsoft Sync Framework 2.1 Redistributable Package ([Download and install 32 bit version from Microsoft - Synchronization-v2.1-x86-ENU.msi](#))

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