

CUSTOMER USE AND ACCESS AGREEMENT

This Customer Use and Access Agreement (this "Agreement") is dated this ____ day of _____, 2016 and is entered into, by and between: _____ ("Customer"), and **GENESIS OFFSHORE HOLDINGS, LLC** ("Company").

1. Grant of License. Company hereby grants to Customer a revocable, limited, non-transferable, non-exclusive license to (i) view information contained on Company's internet-based nomination and invoicing website (the "Website"), including measurement information related to Customer's contracted-for natural gas transportation and other services provided to Customer by Company as detailed herein (the "Services"), and other relevant information concerning the Services; and (ii) to communicate information concerning the Services to Company (the "Permitted Purposes"). Company may not transfer, assign, rent, lease, sublicense or re-license the License or use the information contained in the Website to any third party.
2. Account. As soon as reasonably practicable after execution of this Agreement and the submission by Customer of a completed Customer Website Account Request Form, the form of which is attached hereto as Exhibit A, Company will create an account ("Account") for each authorized user for whom Customer submitted a Customer Website Account Request Form (each a "Authorized User"). Each Account will have a unique username and password and will enable each Authorized User to access the Website. Customer must complete a Customer Website Account Request Form for each employee or Agent (as defined below), appointed in the manner outlined below, to access and use the Website.

Customer may appoint a third party as agent under this Agreement by completing the Authorization for Scheduling Agent, attached hereto as Exhibit B ("Agent")

Customer will implement reasonable measures to protect the confidentiality of the information contained on the Website and accessed by each Authorized User. Customer must immediately notify Company, in writing, of any unauthorized (i) use of an Account, (ii) access to the Website, and (iii) access to the information contained on the Website.

Company possesses sole and complete discretion to inactivate, remove, invalidate or suspend an Account and terminate an Authorized User's access to the Website at any time. An Account that has not been accessed for sixty (60) days will be automatically inactivated, and Customer must, thereafter, contact Company if Customer desires that the Account be reactivated. Accounts which have been removed, invalidated or suspended may require completion of a new Customer Website Account Request Form to reinstate Website access.

Upon removal of an Authorized User Account, or termination of this Agreement, for any reason, the Authorized User and/or Customer, as applicable, must immediately (i) erase, or render unusable and inaccessible, any Account information residing on any computer or other electronic device of Authorized User and/or Customer, and (ii) destroy all Account information existing in tangible form; Company has the right to request a writing certifying such erasure or destruction in its sole and complete discretion.

3. Use of Website. Customer will be solely responsible for any and all acts or omissions with respect to access and use of the Website by any Authorized User or unauthorized person accessing the Website using an Account. Customer agrees, on behalf of itself and all Authorized Users, to attempt to access only the data and/or information on the Website that Customer is authorized to access under the provisions of this Agreement and the Customer Website Account Request

Form, and to use the Website solely for the Permitted Purposes. All access, and attempts to access, the Website, whether successful or unsuccessful, may be recorded by Company.

Exhibit C, attached hereto, contains hardware and software recommendations for accessing the Website. Customer is responsible for providing all computer hardware, software, and internet access necessary to access the Website.

4. Availability of Website. Customer understands and acknowledges that Company must conduct maintenance on the Website and that such maintenance may require that the Website be unavailable for periods of time. Company will endeavor to conduct maintenance outside of normal business hours, but it may be necessary for the Company to conduct maintenance during business hours.

Customer also understands and acknowledges that availability of the Website is dependent on an infrastructure network which includes, among other things, servers, and periodically, due to natural disasters, malfunctions and other events outside of Company's control, this network may be offline or unavailable.

5. Indemnity. CUSTOMER AGREES TO INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS COMPANY, AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LOSSES, LIABILITIES OR OTHER EXPENSES RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED OR RELATED WITH THIS AGREEMENT AND THE WEBSITE.
6. No Warranties. INFORMATION ON THE WEBSITE IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND COMPANY MAKES NO REPRESENTATIONS REGARDING THE AVAILABILITY, ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION ON THE WEBSITE. Company assumes no responsibility for errors or omissions in the information on the Website. Information on the Website may contain technical inaccuracies or typographical errors. Information may be changed, updated or withdrawn without prior notice. Company may also make improvements and/or changes in the Website, or terminate the Website in whole or in part, at any time without prior notice to Customer. Customer understands that information on the Website may be in a raw or unprocessed form. Company assumes no liability, and it is solely Customer's responsibility to protect itself and any Authorized User against, viruses, worms, trojan horses and other items of a destructive nature.
7. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL COMPANY, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AGENTS OR REPRESENTATIVES BE HELD LIABLE FOR ANY CLAIM, LOSS, LIABILITY OR OTHER EXPENSE RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED OR RELATED TO THIS AGREEMENT OR THE WEBSITE, THE SERVICES, OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER (WHETHER SUCH CLAIM, SUIT OR CAUSE OF ACTION IS BASED IN TORT, CONTRACT, PRODUCT LIABILITY OR ANY OTHER BASIS FOR IMPOSING LEGAL LIABILITY). WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES ARISING FROM LOSS OF DATA, LOSS OF PROFITS, WORK STOPPAGE, GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATION OF LIABILITY IS A MATERIAL CONSIDERATION FOR COMPANY TO ENTER INTO THIS AGREEMENT.
8. Term. This Agreement will be effective as of the date first indicated above and will continue in full force and effect for ten (10) years (the "Initial Term"), unless terminated by either party with

at least ten (10) days prior written notice to the other party. Upon the expiration of the Initial Term and each Renewal Term, this Agreement will renew for a period of five (5) years (each, a "Renewal Term"), unless a party provides the other party with five (5) days prior written notice of its desire for this Agreement to not renew.

9. Miscellaneous.

a. All notices required or permitted under this Agreement must be in writing and hand delivered or sent by the United States Postal Service to the addresses specified below. Any notices sent pursuant to this Agreement will be deemed to have been received upon deposit with the United States Postal Service.

b. This Agreement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law provisions.

c. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party.

d. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby.

e. This Agreement may not be amended, modified or waived as to any particular provision, except by a written instrument executed by all parties hereto.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representatives of the parties.

GENESIS OFFSHORE HOLDINGS, LLC

CUSTOMER

By: _____
Name: _____
Title: _____
Email: _____
Address: _____

By: _____
Name: _____
Title: _____
Email: _____
Address: _____

Send completed form to GenGas@genlp.com

Exhibit A
Customer Website Account Request Form

- Add New Authorized User
- Delete User
- Modify Current Access

Please note that all fields must be completed to create an Authorized User Account

Company ("Customer"):
DUNS Number:
Authorized User's Name:
Email Address:
Phone Number:
Mailing Address:
City, State, Zip :

Asset (at least one must be selected)

Anaconda Gathering System	Medusa Gathering System	Viosca Knoll Gathering System	High Island Offshore System Pipeline
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Business Role (at least one must be selected)

Shipper (End User, Marketer, Agent)
Station Operator or Confirming Party
Accountant
Producer

This Customer Website Account Request Form shall be governed in all respects by the Customer Use and Access Agreement. By executing below, you hereby acknowledge and agree to abide by the terms of the Customer Use and Access Agreement, and represent that the information contained herein is accurate and complete. Terms used but not defined shall have the meaning ascribed to them in the Customer Use and Access Agreement.

AUTHORIZED USER

APPROVED BY:

By: _____
 Name: _____
 Title: _____
 Email: _____
 Address: _____

By: _____
 Name: _____
 Title: _____
 Email: _____
 Address: _____

Send completed form to GenGas@genlp.com

EXHIBIT B
Authorization for Scheduling Agent

Date: _____

_____ ("Company") hereby authorizes _____ ("Agent") to serve as its Agent in connection with the Customer Use and Access Agreement, dated as of _____, by and between Customer and Company ("Agreement"). This agency relationship shall remain in effect until _____, or upon receipt by Company of a written notice of termination hereof. Terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

Agent is authorized to act on behalf of Company in connection with (checked below):

- All Meters Operated by Customer
- Contract Number: _____
- All Meters Operated by Customer in connection with the following assets:
 - Anaconda Gathering System
 - Medusa Gathering System
 - Viosca Knoll Gathering System
 - High Island Offshore System Pipeline
- The following meters:

Meter No.	Meter Description

COMPANY

AGENT

By: _____
Name: _____
Title: _____
Email: _____
Address: _____

By: _____
Name: _____
Title: _____
Email: _____
Address: _____

Send completed form to Leveryi.Adams@genlp.com

Exhibit C
Hardware and Software Recommendations

Any personal computer running Microsoft Internet Explorer version 10 or higher.