

## Royalty-Free Patent License Agreement and Release

This Patent License Agreement (this “**Agreement**”) is entered into by and between MarkWest Energy Partners, L.P. (“**LICENSOR**” or “**MarkWest**”) and **LICENSEE**.

WHEREAS, **LICENSEE** desires to enter into a licensing arrangement with MarkWest Energy Partners, L.P. on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the **LICENSOR** and **LICENSEE** agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

“**Affiliates**” means any other persons or entities that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a party.

“**Agreement**” has the meaning set forth in the preamble.

“**MarkWest Pig Ramp Patents**” means US Patent Nos. 10,001,240; 10,012,340; and 10,094,508 together with all US patents that issue from the priority provisional application to which these patents reference describing the pipeline pig ramp developed by MarkWest, including all non-provisionals, continuations, divisionals, reissues, re-examinations, post grant reviews, other inter partes reviews, and any extensions of term of any of the foregoing.

“**Successors**” means any person or entity which is the survivor of any merger with, or a person or entity which is sold substantially all of the business assets of, a party.

“**Term**” means the period commencing on the date of this Agreement and continuing until the expiration of the last valid claim to expire of the MarkWest Pig Ramp Patents.

2. LICENSE.

2.1 License Grant. Subject to the conditions set forth in this Agreement, MarkWest hereby grants to **LICENSEE** a world-wide, royalty free, non-sublicensable, non-transferable, and non-exclusive license under the MarkWest Pig Ramp Patents to make, have made, use, offer to sell, sell, import, and have imported any product, and/or to practice any methods and processes, under the MarkWest Pig Ramp Patents for the Term.

3. Release and Covenant not to Sue.

3.1 Release. In additional consideration for the license granted by MarkWest set forth herein, and by acceptance of this royalty-free license for any portion of the Term, **LICENSEE**, on behalf of itself, its predecessors, Successors, Affiliates, assigns, and transferees, hereby: (a) accepts and assumes all risks and liabilities with respect to, and (b) forever agrees to release, discharge, indemnify, hold harmless, and defend MarkWest, together with its predecessors, Successors, Affiliates, assigns, and transferees, from all liabilities of any nature whatsoever, known or unknown, which **LICENSEE** has, or may have had, against MarkWest, for any acts or omissions whatsoever related to this Agreement, the MarkWest Pig Ramp Patents, and any products, methods, and processes described in or related to the MarkWest Pig Ramp Patents.

3.2 Covenant Not to Sue. In additional consideration for the license granted by MarkWest set forth herein, and by acceptance of this royalty-free license for any portion of the Term, **LICENSEE**, on behalf of itself, its predecessors, Successors, Affiliates, assigns, and transferees, hereby irrevocably covenants that neither it nor any of its related entities granting a release in Section 3.1 will participate or cooperate in the commencement, maintenance, or prosecution of any action or proceeding of any kind or nature whatsoever against MarkWest, together with its predecessors, Successors, Affiliates, assigns, and transferees, related to this Agreement, the MarkWest Pig Ramp Patents, and any products, methods, and processes described in or related to the MarkWest Pig Ramp Patents.

4. Miscellaneous.

4.1 Counterparts and Severability. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

4.2 Choice of Law and Venue. The **LICENSOR** and **LICENSEE** agree that the laws of the State of Texas shall govern the terms of this Agreement and agree that venue for any disputes arising pursuant to this Agreement or pursuant to the MarkWest Pig Ramp Patents shall be solely in the courts of Harris County, Houston, Texas of appropriate jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MarkWest Energy Partners, L.P.

**LICENSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_