

This lLine Testing and Training Agreement (this "Agreement") is entered into by and between Transcontinental Gas Pipe Line Corporation ("Transco") and \_\_\_\_\_ ("Customer").

WITNESSETH:

WHEREAS, an electronic bulletin board service referred to as the lLine service has been developed for use by one or more subsidiaries of the Company; and

WHEREAS, Customer transacts or desires to transact business with one or more subsidiaries of the Company; and

WHEREAS, Customer agrees that its representative is authorized to enter into this Agreement on behalf of the Customer and bind Customer to the terms identified herein; and

WHEREAS, Company is willing to allow Customer to participate in the testing and training of the lLine system on the terms set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, Company and Customer hereby agree as follows:

1. UserIDs and Passwords. Company will assign Customer lLine User ID(s) and temporary password(s) to be used during the testing and training process. These User ID(s) and temporary password(s) will only be valid in the lLine testing and training environments.
2. Non-production Environment. Customer's testing and training of lLine will involve only hypothetical transactions, parties and data in the testing and training environment (non-production environment). Customer's participation in the lLine testing and training process will not affect Customer's existing transportation and/or storage services provided by any subsidiary or affiliate of Company.
3. Proprietary Rights. lLine is a service mark of Williams Gas Pipeline Company, LLC. Transcontinental Gas Pipe Line Corporation, Texas Gas Transmission Corporation, and Northwest Pipeline Corporation are the exclusive proprietors of the programming which generates lLine and of all the copyrights and proprietary interests therein, except insofar as any third party possess a copyright or proprietary interest in such materials. Customer shall not have, and shall not by virtue of this Agreement acquire, any proprietary interests in the software which generates lLine or in the files, information or data displayed on lLine. Customer agrees not to reverse engineer, decompile, or otherwise access, or attempt to access, the source code for lLine or to take any actions or make any claims to challenge the ownership rights of lLine.
4. Security. Company and Customer agree that security is a priority. Company reserves the right to invalidate Customer's User IDs if Customer breaches any term of this Agreement and such breach threatens the viable operation of lLine or the testing and training thereof.
5. Confidentiality of User IDs. Company and Customer agree that confidentiality is critical to security. Therefore, Customer agrees to keep, and to cause Administrator and Customer's authorized employees to

keep, all Customer User IDs and passwords confidential and not to disclose the same, either separately or combined, to any person or entity without authority to access lLine for Customer. Customer agrees that only Administrator and Customer's authorized employees will be given Customer's User IDs and passwords, and that only Administrator and Customer's authorized employees will be permitted to access lLine on Customer's behalf. Likewise, Company agrees to keep, and to cause its authorized employees to keep, Customer's User IDs and temporary passwords confidential and not to disclose the same, either separately or combined, to any person or entity without authority to access lLine for Company. Customer agrees to immediately notify Company if it becomes aware that a security breach has or may have occurred with regard to its authorized employees that has been on-going or that it has not corrected or is unable to correct. Any use of lLine by any person using any of Customer's User IDs and/or passwords shall be deemed to be use by Customer and Customer agrees to be responsible for and to accept liability for any such use, whether by authorized or unauthorized persons unless Company is responsible for disclosure of the Customer User IDs and/or passwords not in accordance with this Agreement.

6. Confidential Information. During the term of this Agreement and for a period of two years following the termination hereof, neither Customer, nor its respective employees, representatives, agents, consultants, attorneys, affiliates or auditors (collectively referred to as "Representatives"), shall disclose, communicate or otherwise reveal to any third party the existence, substance or terms of this Agreement or any information about the lLine system or the lLine service, including but not limited to any information discovered by Customer or any information revealed by Company at any time during the lLine testing and training process (collectively referred to herein as "Confidential Information"). Customer shall make its Representatives aware of this confidentiality requirement and shall be responsible for any breach of this paragraph by it or its Representatives. For purposes of this paragraph, Confidential Information shall not include information (i) which was already in Customer's possession at the time of disclosure by Company, (ii) which is or becomes generally available to the public other than as a result of breach of this provision by Customer or its Representatives, or (iii) which becomes available to Customer on a non-confidential basis from a source other than Company provided that such source is not bound by a confidentiality agreement with Company with respect to such information.

7. Indemnification. Customer agrees to defend, indemnify and hold harmless Company and the officers, directors, employees, agents, and representatives of Company from and against all claims, demands, direct damages, losses, costs and expenses (including without limitation court costs and reasonable attorneys' fees) and liabilities (exclusive of special, indirect or consequential damages, including, without limitation, loss of profits or business interruptions) arising out of (i) any breach of confidentiality with respect to the assignment of User IDs or passwords to Customer or its authorized persons or the use of User IDs or passwords by Customer's authorized persons, or use by any unauthorized person who gained knowledge of Customer's User IDs or passwords due to the negligent actions or willful misconduct of Customer, (ii) any breach of this agreement by Customer or its employees or agents and/or (iii) any and all use of Customer's lLine

account except to the extent resulting from the negligent actions or willful misconduct of Company.

8. Limitation of Liability. Customer agrees that Company may act, without liability to Customer or any other party, in reliance upon any acts or things done or performed by persons utilizing Customer's User IDs or passwords on behalf of Customer or its Agents (so long as Company is not aware of a security breach). Customer shall hold Company harmless from any omission or failure by Customer or its authorized Agents to act or perform any duty required as a result of any use of the interactive function of the lLine service. Company shall not be held responsible for any omission or failure of a function accessed through the lLine service, including but not limited to omission or failure is caused by or related to any errors in transmission of data to or from Company's computer systems, power failures, failure of any computer systems or backup systems, or any other event beyond the control of Company. Neither Company nor Customer shall be liable to the other for any special, indirect or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Agreement, the provision and use of the lLine service or the information contained therein.

9. Procedures. Company and Customer agree to follow all procedures regarding the lLine service and the lLine testing and training process as such procedures may be established and announced from time to time.

10. Term. This Agreement shall become effective as of the date accepted by Customer and shall remain in force and effect until terminated by either party immediately upon delivery of written notice of termination to the other party. Paragraph 6 shall survive the termination of this Agreement for the period of time stated therein.

11. Disclaimer. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO lLINE OR THE lLINE TESTING PROCESS, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Governing Law. This Agreement shall be governed by the laws of the State of Texas, excluding, however, any conflicts of law or choice of law provisions which may require the application of the laws of another state.

13. Notice. Unless otherwise provided herein, notices shall be given by hand, electronic transmission, mail or courier. Notices shall be deemed delivered upon the date the notice is sent. Either party may change its address or telephone or facsimile numbers for notices hereunder by providing written notice of such change to the other party. Notices to the Company shall be addressed as follows:

Melissa K. Casey  
Transcontinental Gas Pipe Line Corporation  
P.O. Box 1396  
Houston, Texas 77251-1396

14. Captions. The titles to each of the paragraphs in this Agreement are included for convenience of reference only and shall have no effect on, or to be deemed as part of the text of the Agreement.

15. Counterparts. This Agreement shall be executed electronically in counterparts and all counterparts shall be construed together and shall constitute the same instrument. This Agreement shall be deemed effective when accessible by Company. Electronic execution of this Agreement shall evidence the mutual intent of Customer and Company to create a binding agreement with the same effect as if both parties had signed the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of this date.