

FORM OF SERVICE AGREEMENT  
(For 1Line<sup>SM</sup> Service)

THIS SERVICE AGREEMENT ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Gulfstream Natural Gas System, L.L.C., hereinafter referred to as "Transporter," and \_\_\_\_\_, hereinafter referred to as "Shipper."

WITNESSETH:

WHEREAS, in order to facilitate access to and provide information concerning Transportation Services on Transporter's pipeline system, as well as provide certain interactive functions relating to Transportation Services on its pipeline system, Transporter has contracted for, pursuant to the Federal Energy Regulatory Commission's ("FERC") regulations and the North American Energy Standards Board's ("NAESB") standards, an electronic bulletin board service referred to as "1Line<sup>SM</sup>" service; and

WHEREAS, Shipper desires to obtain information from and communicate and conduct business with Transporter utilizing the 1Line<sup>SM</sup> service; and

WHEREAS, Transporter is willing to allow Shipper to utilize the 1Line<sup>SM</sup> service subject to the terms of this Agreement and Transporter's Tariff.

NOW THEREFORE, in consideration for Transporter providing Shipper access to the 1Line<sup>SM</sup> service, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transporter and Shipper hereby agree as follows:

1. UserIDs and Passwords. Transporter agrees that upon receipt of Shipper's 1Line<sup>SM</sup> Access Request Form, in which Shipper designates its Security Administrator ("Administrator"), Transporter will assign a 1Line<sup>SM</sup> UserID and temporary password to Administrator. Administrator's temporary password will expire upon initial log-on to 1Line<sup>SM</sup>, and Administrator will designate his or her own password. Administrator may request additional UserIDs from Transporter for use by Shipper's authorized employees. Shipper may cancel UserIDs via 1Line<sup>SM</sup> or the notice provisions hereof and shall cancel UserIDs of any employee or Administrator terminated from employment with Shipper or who is otherwise no longer authorized to access 1Line<sup>SM</sup> on behalf of Shipper. Shipper agrees to immediately notify Transporter upon any material change to the information provided on the 1Line<sup>SM</sup> Access Request Form, and to forward Transporter any documentation required to verify such material change (e.g., documentation verifying a legal name change, etc.).

2. Agents. Transporter agrees that it will recognize the appointment of an agent by Shipper to access and perform functions on 1Line<sup>SM</sup> on Shipper's behalf ("Agent"). However, Transporter shall only recognize such appointment when all the following conditions have been met: Shipper and Agent complete and provide to Transporter an Agency Appointment Form (form to be furnished by Transporter); Agent completes and provides to Transporter the 1Line<sup>SM</sup> Access

Request Form specifying Agent's Security Administrator; and Agent enters into a 1Line<sup>SM</sup> Agreement with Transporter. Thereafter, Agent will be considered for purposes of this Agreement as a Shipper and will be treated as a Shipper as described herein. Shipper may cancel the appointment of an Agent and name a successor Agent via 1Line<sup>SM</sup> or the notice provisions hereof. Shipper represents and acknowledges that any Agent it appoints has legal authority to act on behalf of Shipper in performing any functions listed on the 1Line<sup>SM</sup> menu for which the Agent is authorized, and that Transporter is fully entitled to rely upon, and is fully protected in relying upon and acting in accordance with, such representation and acknowledgment.

3. Electronic Execution of Agreements. Shipper shall be bound by any agreement executed by it using the electronic execution procedures of 1Line<sup>SM</sup>. The electronic execution by Shipper shall constitute Shipper's signature to and approval of the subject agreement, provided that an agreement electronically executed by Shipper shall not be deemed to have been properly received by Transporter until accessible to Transporter through 1Line<sup>SM</sup>. Any such agreement which has been received shall not give rise to any obligation until Transporter has provided in return its notice of acceptance of the agreement. Transporter's notice of acceptance of the agreement shall constitute Transporter's signature to and approval of same. The parties agree that by executing this Agreement, Shipper's use of the electronic execution feature of 1Line<sup>SM</sup> to execute an agreement, together with Transporter's notice of acceptance thereof, will constitute an executed written agreement between the parties in satisfaction of any applicable "statute of frauds."

4. Security. Transporter and Shipper agree that security is a priority. Transporter, therefore, reserves the right to terminate any Shipper UserID which has been inactive for more than ninety (90) calendar days. Transporter further reserves the right to invalidate Shipper's UserIDs if Shipper breaches any term of this Agreement and such breach threatens the viable operation of 1Line<sup>SM</sup>, or if Transporter terminates this Agreement as provided herein. Such invalidation shall only be implemented following ten (10) Days prior notice by Transporter to Shipper of such intended action and the reason therefor to provide Shipper a reasonable time to reform or correct conduct which has resulted in a breach of this Agreement; however, if the conduct results in a serious breach which may immediately jeopardize the security, confidentiality, or viable operation of 1Line<sup>SM</sup>, Transporter reserves the right to immediately invalidate Shipper's UserIDs.

5. Confidentiality. Transporter and Shipper agree that confidentiality is critical to security. Therefore, Shipper agrees to keep, and to cause Administrator and Shipper's authorized employees to keep, all Shipper UserIDs and passwords confidential and not to disclose the same, either separately or combined, to any person or entity without authority to access 1Line<sup>SM</sup> for Shipper. Shipper agrees that only Administrator and Shipper's authorized employees will be given Shipper's UserIDs and passwords, and that only Administrator and Shipper's authorized employees will be permitted to access 1Line<sup>SM</sup> on Shipper's behalf. Likewise, Transporter agrees to keep, and to cause its authorized employees to keep, Shipper's UserIDs and

temporary passwords confidential and not to disclose the same, either separately or combined, to any person or entity without authority to access 1Line<sup>SM</sup> for Transporter. Shipper agrees to immediately notify Transporter 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 1Line<sup>SM</sup> by any person using any of Shipper's UserIDs and/or passwords shall be deemed to be use by Shipper and Shipper agrees to be responsible for and to accept liability for any such use, whether by authorized or unauthorized persons unless Transporter is responsible for disclosure of the Shipper User IDs and/or passwords not in accordance with this Agreement.

6. Indemnification. Shipper agrees to defend, indemnify and hold harmless Transporter and its members, operators, officers, directors, employees, Agents and representatives 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 UserIDs or passwords to Shipper or its authorized persons or the use of UserIDs or passwords by Shipper's authorized persons, or use by any unauthorized person who gained knowledge of Shipper's UserIDs or passwords due to the negligent actions or willful misconduct of Shipper, (ii) any breach of this Agreement by Shipper or its employees or Agents and/or (iii) any and all use of the 1Line<sup>SM</sup> system or of the files and the information displayed on the 1Line<sup>SM</sup> System except to the extent resulting from the negligent actions or willful misconduct of Transporter.

7. Limitation of Liability. Shipper agrees that Transporter may act, without liability to Shipper or any other party, in reliance upon any acts or things done or performed by persons utilizing Shipper's UserIDs or passwords on behalf of Shipper or its Agents (so long as Transporter is not aware of a security breach). Shipper shall hold Transporter harmless from any omission or failure by Shipper or its authorized Agents to act or perform any duty required as a result of any use of the interactive function of the 1Line<sup>SM</sup> service. Transporter shall not be held responsible for any omission or failure of a function accessed through the 1Line<sup>SM</sup> service if such omission or failure is caused by or related to any errors in transmission of data to or from Transporter's or its operators' computer systems, power failures, failure of any computer systems or any backup systems, or any other event beyond the reasonable control of Transporter. If Shipper requests and receives assistance from Transporter's representatives, such assistance will be at the Shipper's sole risk and Transporter will not have any responsibility or liability arising therefrom, except as may arise from the negligent action or willful misconduct of Transporter. Transporter shall not be liable to Shipper or to any third party 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 1Line<sup>SM</sup> service or the information contained therein.

8. Procedures. Transporter and Shipper agree to follow all procedures regarding the 1Line<sup>SM</sup> service as such procedures may be established and announced from time to time.

9. Term. This Agreement shall become effective as of the date first above written and shall remain in force and effect until terminated by Shipper or Transporter upon ten (10) Days written notice to the other party, or until terminated pursuant to other provisions of this Agreement.

10. Choice of Law. This Agreement shall be governed by the laws of the State of \_\_\_\_\_, excluding, however, any conflicts of law or choice of law provisions which may require the application of the laws of another state.

11. Tariff. This Agreement, the services provided hereunder, and the use of such services are subject to all of the terms and conditions set forth in Transporter's Tariff, and all such terms, conditions and provisions are incorporated herein by reference.

12. Tariff Changes. Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes in (i) the terms, rates and charges applicable to service pursuant to this Agreement or (ii) any provision of Transporter's Tariff relating to this Agreement or to the 1Line<sup>SM</sup> service. Transporter agrees that Shipper may protest or contest the aforementioned filings, and Shipper does not waive any rights it may have with respect to such filings. To the extent that the FERC or other appropriate regulatory authority approves and makes effective any changes in the terms, rates or charges applicable to service pursuant to this Agreement, this Agreement shall be deemed to be modified and amended to conform with such changes.

13. Assignment. Any assignment of this Agreement by either party shall be void and of no force or effect without the prior written consent of the other party.

14. Notices. Unless otherwise provided herein, notices shall be given by hand, electronic transmission, mail or courier. Notices shall be deemed given 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 hereunder shall be addressed as follows:

If to Shipper:

If to Transporter:

Gulfstream Natural Gas System, L.L.C.  
2701 Rocky Point Drive, Suite 1050  
Tampa, FL 33607

Attention:

15. Headings. The headings or titles to each of the sections of this Agreement are included for convenience of reference only and shall have no effect on, or be deemed as part of, the text of this Agreement.

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

GULFSTREAM NATURAL GAS SYSTEM, L.L.C.

By\_\_\_\_\_

Title\_\_\_\_\_

[Shipper]

By\_\_\_\_\_

Title\_\_\_\_\_