

FORM OF SERVICE AGREEMENT
(For lLine Service)

THIS SERVICE AGREEMENT ("Agreement") is entered into this ___ day of _____, 20__, by and between Transcontinental Gas Pipe Line Company, LLC, a Delaware limited liability company, hereinafter referred to as "Company," and _____, hereinafter referred to as "Customer."

WITNESSETH:

WHEREAS, in order to facilitate access to and provide information concerning transportation services on Company's pipeline system, as well as provide certain interactive functions relating to transportation services on its pipeline system, Company has developed, 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 Company's "lLine" service; and

WHEREAS, Customer desires to obtain information from and communicate and conduct business with Company utilizing Company's lLine service; and

WHEREAS, Company is willing to allow Customer to utilize the lLine service subject to the terms of this Agreement and Company's FERC Gas Tariff.

NOW THEREFORE, in consideration for Company providing Customer access to the lLine service, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Customer hereby agree as follows:

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

2. Agents. Company agrees that it will recognize the appointment of an Agent by Customer to access and perform functions on lLine on Customer's behalf ("Agent"). However, Company shall only recognize such appointment when all the following conditions have been met: Customer and Agent complete and provide to Company an Agency Appointment Form (form to be furnished by Company); Agent completes and provides to Company the lLine Access Request Form specifying Agent's Security Administrator; and Agent enters into a lLine Service Agreement with Company. Thereafter, Agent will be considered for purposes of this Agreement as a Customer and will be treated as a Customer as described herein. Customer may cancel the appointment of an Agent and name a successor Agent via lLine or the notice provisions hereof. Customer represents and acknowledges that any Agent it appoints has legal authority to act on behalf of Customer in performing any functions listed on the lLine menu for which the Agent is authorized, and that Company is fully entitled to rely upon, and is fully protected in relying upon and acting in accordance with, such representation and acknowledgment.

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

4. Security. Company and Customer agree that security is a priority. Company, therefore, reserves the right to terminate any Customer UserID which has been inactive for more than ninety (90) calendar days. Company further reserves the right to invalidate Customer's UserIDs if Customer breaches any term of this Agreement and such breach threatens the viable operation of lLine, or if Company terminates this Agreement as provided herein. Such invalidation shall only be implemented following ten (10) days prior notice by Company to Customer of such intended action and the reason therefore to provide Customer 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 lLine, Company reserves the right to immediately invalidate Customer's UserIDs.

5. Confidentiality. 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 UserIDs 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 UserIDs 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 UserIDs 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 UserIDs 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 UserIDs and/or passwords not in accordance with this Agreement.

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6. Indemnification. Customer agrees to defend, indemnify and hold harmless Company and its 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 Customer or its authorized persons or the use of UserIDs or passwords by Customer's authorized persons, or use by any unauthorized person who gained knowledge of Customer's UserIDs 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 ILine account except to the extent resulting from the negligent actions or willful misconduct of Company.

7. 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 UserIDs 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 ILine service. Company shall not be held responsible for any omission or failure of a function accessed through the ILine service if such 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 reasonable 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 ILine service or the information contained therein.

8. Procedures. Company and Customer agree to follow all procedures regarding the ILine 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 Customer or Company 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 Texas, 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 Company's FERC Gas Tariff, and all such terms, conditions and provisions are incorporated herein by reference.

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12. Tariff Changes. Customer agrees that Company 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 Company's FERC Gas Tariff relating to this Agreement or to the lLine service. Company agrees that Customer may protest or contest the aforementioned filings, and Customer 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 Customer:

If to Company:

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.

Transcontinental Gas Pipe Line
Company, LLC

By_____

Title_____

[Customer]

By_____

Title_____