

THIS ACCESS AGREEMENT (Agreement) is made and entered into on \_\_\_\_, \_\_\_\_, by and between Northwest Pipeline (Transporter) and \_\_\_\_ (ServiceRequester).

WHEREAS:

A.Transporter has an interactive proprietary software service (Northwest Passage) accessible on Transporter's Internet web site (Designated Site); and

B.Service Requester desires to conduct transactions utilizing Northwest Passage service; and

C.Transporter is willing to allow Service Requester to utilize Northwest Passage service subject to the terms of this Agreement and Transporter's FERC Gas Tariff.

THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Service Requester agree as follows:

1. Electronic Execution. Service Requester's electronic acceptance of this Agreement on Transporter's Designated Site will constitute a binding agreement between the parties.

2. UserIDs and Passwords. Each designated representative on the Service Requester's completed Business Associate Information form is assigned a user identification code (UserID) by Transporter and will have an established password for access to Northwest Passage. Service Requester agrees to notify Transporter in writing of any such designated representative who is no longer authorized to access Northwest Passage on behalf of Service Requester. Service Requester agrees to notify Transporter in writing upon any material change to the information provided on the Business Associate Information form, and to forward to Transporter any documentation required verifying such material change.

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

4. Confidentiality. Transporter and Service Requester agree that confidentiality is critical to security. Therefore, Service Requester agrees to keep, and to cause Service Requester's designated representatives to keep, all Service Requester UserIDs and passwords confidential and not to disclose the same, either separately or combined, to any person or entity without authority to access Northwest Passage for Service Requester. Service Requester agrees that only Service Requester's authorized employees will be given Service Requester's UserIDs and passwords, and that only Service Requester's

designated representatives will be permitted to access Northwest Passage on Service Requester's behalf. Likewise, Transporter agrees to keep, and to cause its designated representatives to keep, Service Requester'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 Northwest Passage for Transporter. Service Requester agrees to immediately notify Transporter if it becomes aware that (1) a security breach has or may have occurred with regard to its designated representatives that has been on-going or that it has not corrected or is unable to correct, or (2) Service Requester is able to view information related to other parties that it reasonably knows it should not have access to. Any use of Northwest Passage by any person using any of Service Requester's UserIDs and/or passwords will be deemed to be used by Service Requester and Service Requester 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 Service Requester UserIDs and/or passwords not in accordance with this Agreement.

5. Force Majeure. Neither Transporter nor Service Requester will have any liability to the other party for obligations imposed by this Agreement when such failure will be caused, or materially contributed to by "force majeure." The term "force majeure", as employed in this Agreement, will mean acts of God, blockades, insurrections, riots, epidemics, flood, washouts, landslides, mudslides, earthquakes, extreme cold or freezing weather, lightning, restraint of rulers and peoples, civil disturbances, explosions, breakage or freezing of or accident to machinery or line of pipe, materials or equipment, computer hardware or software failure, the order of any court or governmental authority having jurisdiction, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome and which physically prevents or interferes with the delivery, receipt, and/or redelivery of gas or access to or use of Northwest Passage. Failure to prevent or settle any strike or strikes will not be considered a matter within the control of the party claiming suspension.

6. Limitation of Liability. Transporter will not be liable for any Service Requester damages caused by the incompleteness or inaccuracy of any information posted to Northwest Passage, except to the extent that such inaccuracy or incompleteness is shown to be the result of negligence or misfeasance of Transporter. Transporter will not be liable to Service Requester for errors in any subsequent reposting by a third-party vendor. Transporter will not be liable to Service Requester for failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communication and line failure, theft or destruction, or unauthorized access to alteration of, or use of Northwest Passage, whether for breach of contract, tortious behavior, negligence or under any other cause of action except to the extent such action is shown to be the result of negligence or misfeasance of Transporter. Neither Transporter nor Service Requester will be liable to the other party for any consequential, punitive, special, or other damages arising in any way from any errors, omissions, loss, inaccuracies, or the availability of the information, regardless of the form of the action, whether in contract or tort.

Transporter expressly disclaims any and all warranties, including, without limitation, any warranties or merchantability or fitness for a particular purpose and any warranties as to the availability, accuracy, or content of information placed on Northwest Passage by third parties.

7. Indemnification. Service Requester agrees to defend, indemnify, and hold harmless Transporter, its officers, agents, employees, and contractors against any liability, loss or damage whatsoever occurring in connection with or relating in any way to this Agreement or the use of Northwest Passage, including costs and attorneys' fees (whether or not such liability, loss, or damage results from any demand, claim, action, cause of action, or suit brought by Service Requester or by any person, association, or entity, public or private, that is not a party to this Agreement) where such liability, loss, or damage is suffered by Transporter, its officers, agents, employees, customers, or contractors as a direct or indirect result of any breach of this Agreement, or as a direct or indirect result of any sole or concurrent negligence or other tortious acts or omissions by Service Requester, its officers, agents, employees, or contractors.

8. Procedures. Transporter and Service Requester agree to follow all procedures regarding Northwest Passage service as such procedures may be established and announced from time to time.

9. Term. This Agreement will become effective as of the date first above written and will remain in force and effect until terminated by Service Requester or Transporter upon ten (10) days written notice to the other party, or until terminated pursuant to other provisions of this Agreement. However, no such termination will affect Service Requester's obligation for contracts entered during use of Northwest Passage.

10. Choice of Law. This Agreement will be governed by the laws of the State of Utah, 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 FERC Gas Tariff, as such may be revised from time to time, and all such terms, conditions and provisions are incorporated herein by reference.

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

13. Notices. Unless otherwise provided herein, notices will be in written form and will be considered as having been duly given when delivered personally, or when mailed, faxed or sent by other electronic measures at the place designated. The place designated for the Service Requester will be the mailing address and contact information for Service Requester as set forth on the Business Associated Information form submitted by Service Requester, as revised from time to time. The place designated for Transporter will be set forth on Transporter's Designated Site.

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.