

CUSTOMER ACCESS WEBSITE AGREEMENT

This Customer Access Website Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____ (“Effective Date”) between Williams MLP Operating LLC (“Williams Midstream”) and _____ (“Customer”). Williams Midstream and Customer may sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

I. RECITALS

1.1 Williams Midstream, or one of its affiliated companies, and Customer are parties to one or more separate service agreements for the intrastate gathering, processing, treating, compression, or transportation of natural gas and related products or other intrastate energy-related services, whereby Customer may be a shipper, an operator, or both, of existing delivery or receipt points on one or more of Williams Midstream affiliates’ pipeline systems (collectively the “Pipeline System”), or one or more points of connection between the Pipeline System and third party transportation companies (the receiving party or parties).

1.2 Williams Midstream has a Customer Access Website (the “CAW”) that allows customers of Williams Midstream and its affiliates to perform certain administrative functions related to the Pipeline System and the service agreements.

1.3 Customer seeks permission to use the CAW, under the terms set out below, to facilitate Customer’s use of the services of Williams Midstream and its affiliates on the Pipeline System.

1.4 Williams Midstream hereby consents to Customer's use of the CAW under the terms set out below.

NOW THEREFORE, in consideration of the foregoing recitals, and of the mutual agreements set out below, the Parties hereby agree as follows:

II. FUNCTIONS AVAILABLE ON THE CAW

2.1 Initial CAW Functions. The CAW is the Customer’s first and primary means to nominate and allocate natural gas and related products across the Pipeline System. Upon the activation of the entry identification codes and passwords required by Section 3.5 below, Williams Midstream will, for the term of this Agreement, make the CAW available for use by Customer to perform the following administrative functions:

- (a) Scheduling;
- (b) Nominations;
- (c) Imbalance and Other Reporting;
- (d) Operator Confirmations; and
- (e) Such other administrative functions as are made available on the CAW from time to time.

2.2 Changes to CAW Functions. Williams Midstream reserves the right, in its sole discretion and without notice, to change any function available on the CAW, including without limitation the right to add or delete any function, and the right to change the configuration and format of the CAW.

2.3 Alternative Methods. Williams Midstream may continue to maintain alternative methods of performing the functions that may be conducted on the CAW, and if the CAW is unavailable for any reason, Customer will use one of the alternative methods prescribed by Williams Midstream.

III. CUSTOMER IDENTIFICATION CODES AND PASSWORDS

3.1 Customer Responsibility. It is Customer's sole responsibility to designate and control which Customer employees or agents have access to the CAW, and for what period of time those individuals have access to the CAW, and to terminate, in accordance with Section 3.5 below, any designated individual's access to the CAW. The Customer representative authorized to designate, approve, or terminate users on Customer's behalf is identified in Section VIII of this Agreement. Customer is solely responsible for any and all use of the CAW (including all results thereof) by a Customer-designated individual (as defined in section 3.5 below) or as result of access via a User ID or Password assigned by Williams Midstream to a Customer-designated individual (regardless of whether such use was authorized).

3.2 Customer Representation and Warranty. Customer represents and warrants to Williams Midstream that any and all uses of the CAW via a User ID or Password assigned by Williams Midstream to a Customer-designated individual have been duly authorized by Customer, including performing all the functions available on the CAW, and accessing Customer information as Williams Midstream may make available on the CAW from time to time.

3.3 Disclaimer of Williams Midstream Responsibility. Williams Midstream has no responsibility to ensure that users of the CAW are in fact authorized to access or use the CAW. Williams Midstream will be entitled to rely on Customer's representation that any and all access to and use of the CAW via a User ID or Password assigned by Williams Midstream to a Customer-designated individual have been duly authorized by

Customer and Customer acknowledges and agrees that Customer is legally bound by all functions performed as a result of such access and use of the CAW.

3.4 Termination for Unauthorized Use. Williams Midstream reserves the right to immediately terminate Customer's access to, and use of, the CAW if Williams Midstream determines, in its sole discretion, that unauthorized or improper use of the CAW has occurred or may occur by Customer, by a Customer-designated individual, or by use of a User ID or Password assigned by Williams Midstream to a Customer-designated individual.

3.5 Customer Identification Codes. To access and use the CAW (and as applicable, terminate such access and use by Customer-designated individuals), Customer must first complete and return to Williams Midstream the then currently effective CAW Entry Authorization Form ("User Form"), which as of the Effective Date is attached as Exhibit "A" for each employee or agent designated by Customer to access and use the CAW (each a "Customer-designated individual"). Each User Form as submitted from time to time will, upon receipt by Williams Midstream, be automatically incorporated into, and become a part of, this Agreement. Williams Midstream will provide Customer with entry to the CAW through separate entry identification codes ("User ID") and Passwords for each Customer-designated individual within five (5) business days after receipt of the User Form. Customer will maintain the User IDs and Passwords in strict confidence. Customer will take all necessary precautions to ensure that no other party, except its authorized employees or agents, will utilize each User ID and Password.

3.6 Termination for Inactivity. Williams Midstream reserves the right to terminate any User ID if Williams Midstream determines the User ID has not been active on the CAW for a period of 180 days. The Customer may reestablish the inactive User ID by completing and returning to Williams Midstream the currently effective User Form.

IV. CUSTOMER RESPONSIBILITY FOR INPUT DATA

Customer is responsible for verifying any data input into the CAW via a User ID or Password assigned by Williams Midstream to a Customer-designated individual. Any discrepancy discovered or that should have been discovered by Customer before the resulting function occurs, including gas flow, is Customer's sole responsibility.

V. NO REPRESENTATIONS OR WARRANTIES BY WILLIAMS MIDSTREAM

5.1 Service Availability. Williams Midstream will use reasonable efforts to provide 24-hour daily availability of the CAW. However, Williams Midstream makes no

representation or warranty that the CAW will be available on a 24-hour daily basis or that Customer's access to the CAW will be uninterrupted or error-free. Midstream is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to the CAW. Williams Midstream is not responsible for any problems or technical malfunctions of any telephone or fiber network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail to be received by Williams Midstream on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to the Customer's computer or peripherals related to downloading any materials or information from the CAW.

5.2 **DISCLAIMER OF WARRANTIES.** The CAW is proprietary in nature, and Williams Midstream retains all rights of ownership in the CAW and all output therefrom. Use of the CAW is a service for the convenience of Customer. ACCORDINGLY, THE ACCESS TO, USE OF, AND ALL FUNCTIONS CAUSED FROM USE OF THE CAW BY CUSTOMER'S DESIGNATED INDIVIDUALS, OR BY OTHERS USING A USER ID OR PASSWORD ASSIGNED TO A CUSTOMER-DESIGNATED INDIVIDUAL, IS AT CUSTOMER'S SOLE RISK, AND ACCESS MIDSTREAM MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE INFORMATION AVAILABLE ON THE CAW OR ACCESS TO, USE OF, OR ANY FUNCTIONS CAUSED FROM USE OF THE CAW. ACCESS TO, AND USE OF, THE CAW IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE.

VI. EXCLUSION OF LIABILITY AND INDEMNIFICATION

6.1 **EXCLUSION OF LIABILITY.** WILLIAMS MIDSTREAM AND ITS AFFILIATES HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, FOR ANY LOSSES SUSTAINED AS A RESULT OF FAILURES, MALFUNCTIONS, OR DEFICIENCIES IN THE CAW. WILLIAMS MIDSTREAM AND ITS AFFILIATES ARE NOT LIABLE FOR ANY LOST PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, DIRECT, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AVAILABILITY, DESIGN, OPERATION, MAINTENANCE, USE, OR PERFORMANCE OF THE CAW. WILLIAMS MIDSTREAM AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY

RELATING TO DAMAGE TO CUSTOMER'S COMPUTER SOFTWARE OR HARDWARE, LOSS OF DATA, OR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE, IMPROPER USE, ACCESS, UNAUTHORIZED ACCESS, OR INABILITY TO ACCESS THE CAW.

6.2 INDEMNIFICATION. CUSTOMER WILL HOLD HARMLESS AND INDEMNIFY WILLIAMS MIDSTREAM AND ITS AFFILIATES FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION (AS WELL AS ALL LIABILITIES, COSTS, JUDGMENTS OR EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY WILLIAMS MIDSTREAM OR ITS AFFILIATES) WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, BASED UPON, ARISING OUT OF, OR RESULTING FROM THE ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE CAW BY A CUSTOMER-DESIGNATED INDIVIDUAL OR BY USE OF A USER ID OR PASSWORD ASSIGNED BY WILLIAMS MIDSTREAM TO A CUSTOMER- DESIGNATED INDIVIDUAL, UNLESS DIRECTLY CAUSED BY WILLIAMS MIDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

VII. OTHER AGREEMENTS

Performance of the administrative functions made available from time to time on the CAW by a Customer-designated individual, or by use of a User ID or Password assigned by Williams Midstream to a Customer-designated individual, is subject to Customer's service agreements for the Pipeline System, including without limitation, any applicable Statement of Operating Conditions, as may be amended from time to time.

VIII. NOTICE

The Customer representative authorized to designate, approve, or terminate users on Customer's behalf is identified below. Any correspondence or notice given by either Party to the other is served if delivered in writing in person or by mail, properly stamped, and addressed as shown below. Notices may be addressed as follows:

WILLIAMS MIDSTREAM:		CUSTOMER:
Williams MLP Operating LLC		
Attn: Volume Management		
P.O. Box 18312		
Oklahoma City, OK 73154-0312		
Phone: (405) 698-5555		
Fax: (405)727-3220		
E-mail: access.caw@williams.com		

With a copy to:		
Williams MLP Operating LLC		
c/o CT Corporation		
1833 South Morgan Road		
Oklahoma City, OK 73128		

IX. ASSIGNMENT

This Agreement is personal to Customer and may not be assigned, licensed, or transferred by Customer without the prior written consent of Williams Midstream, which Williams Midstream may grant or withhold in its sole discretion. Any assignment without Williams Midstream consent will be void.

X. BINDING EFFECT

This Agreement is binding on, and inures to the benefit of, the Parties and their respective successors, and, to the extent herein permitted, assigns.

XI. AMENDMENT

This Agreement may be changed or supplemented only by mutual written consent of the Parties.

XII. SEVERABILITY

All agreements and covenants contained herein are severable, and if any of them is held invalid, then this Agreement must be interpreted and enforced as if the invalid agreements or covenants were not contained herein.

XIII. RULE OF CONSTRUCTION

Williams Midstream and Customer has each read and fully understands the terms of this Agreement, and each has had the opportunity to have this Agreement reviewed by its own counsel. The rule of construction providing that ambiguities in an agreement will be construed against the party drafting the same does not apply.

XIV. SECTION HEADINGS

The section headings in this Agreement are for convenient references only and do not in any way affect the meaning or interpretation hereof.

XVI. GOVERNING LAW, DISPUTE RESOLUTION, JURISDICTION, AND VENUE

16.1 Choice of Law. The internal laws of Oklahoma, without regard to the principles of conflicts of laws thereof, govern the formation and construction of this Agreement.

16.2 Dispute Resolution. If the Parties both agree to alternative dispute resolution before litigation of any dispute under this Agreement, then each Party must bear its costs associated therewith, including attorneys' fees.

16.3 Jurisdiction and Venue. All actions with respect to this Agreement will be instituted in the County Court of Oklahoma County, State of Oklahoma or the United States District Court for the Western District of Oklahoma. By execution of this Agreement, the Parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any Party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

XVII. CONFIDENTIALITY

Neither Party may disclose the terms of this Agreement to a third party (other than the Party's and its affiliates' officers, directors, employees, agents, and counsel who have agreed to keep such terms confidential) except to comply with any applicable law, order, regulation, or exchange rule. A Party will notify the other Party of any proceeding of which it is aware that may result in disclosure and use reasonable efforts to prevent or limit any disclosure. These confidentiality obligations terminate one year after termination of this Agreement.

XVIII. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement by providing the other Party with at least seven (7) business days' prior written notice, specifying a termination date. On the termination date, Customer and its designated individuals will immediately cease all use of the CAW. Any provision of or obligation under this Agreement which contemplates

performance or observance subsequent to any termination of this Agreement will survive any such termination (including, but not limited to, Sections IV, V, VI, and XVII), and will continue in full force and effect. In addition, all provisions of this Agreement will survive the termination of this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein and of the intent contemplated hereunder.

XIX. AUTHORITY

Each Party represents and warrants it has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the Party and the person signing this Agreement has the authority to execute and bind the Party. This Agreement constitutes a legal, valid and binding obligation, enforceable against the Party in accordance with the terms of this Agreement.

XX. ENTIRE AGREEMENT

This Agreement, including exhibits attached hereto, contains the entire understanding between the Parties and supersedes any prior written or oral agreements between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein. However, it is expressly understood and agreed that this Agreement does not change or supplement any service agreement between Customer and Williams Midstream or any of its affiliates for energy-related services on the Pipeline System.

[INTENTIONALLY LEFT BLANK, SIGNATURES ON FOLLOWING PAGE]

Signed as of the Effective Date.

CUSTOMER: _____

By: _____

Name: _____

Job Title: _____

WILLIAMS MLP OPERATING LLC:

By: _____

Name: _____

Job Title: _____

EXHIBIT "A"

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