

KANSAS GAS SERVICE

a Division of ONEOK, Inc.

BULLETIN BOARD ACCESS AGREEMENT

This Bulletin Board Agreement (Agreement) is made and entered into this _____ day of _____, _____, by and between Kansas Gas Service, a Division of ONEOK, Inc. located at 200 SW 6th Street, Topeka, KS 66603, hereafter referred to as KGS and _____, a _____ corporation located at _____, hereafter referred to as "Subscriber".

In consideration of the premises and of the mutual covenants herein contained, KGS and Subscriber agree as follows:

A. Services

1. Subscriber will be assigned by KGS a unique User identification code (User ID(s)) and a password (Password(s)) in order to obtain access to information in the non-public areas of KGS's World Wide Web Site (such site and the operating systems and software upon which the site is based are herein referred to as the Bulletin Board) at <http://noms.oneok.com>. KGS will, within five (5) days after its receipt of a written request by the Subscriber, change the Subscriber's unique User ID and Password. This information will include but is not limited to:

- +KGS's Service Request Forms
- +KGS's Credit Application Forms
- +KGS's Standard Service Agreement(s) Language
- +KGS's Operational Notices

In addition, Subscriber will have access to KGS's on-line nomination facility which will allow Subscriber to submit service nominations to KGS. Subscriber may view previously submitted nominations and amend or copy those nominations before resubmitting them to KGS.

KGS may, at its discretion, modify or discontinue any features or functions of its Web Site at any time without notice and without any liability to Subscriber.

2. The following minimum requirements are necessary for access to the KGS Web Site:
 - +Connection to the Internet.
 - +At least Microsoft Internet Explorer 5.

B. Terms and Conditions

1. Access to the Bulletin Board shall be limited to those Subscriber personnel who have been duly authorized by the Subscriber as indicated in Appendix A (Authorized Personnel). Subscriber warrants and represents that all Authorized Personnel are, or if employed after the date hereof will be employees or personnel under direct supervision of Subscriber, that only Authorized Personnel are given access to the Bulletin Board, Subscriber's User ID(s) and Password(s), that all Authorized Personnel have been, or if employed after the date hereof will be, made aware of the terms and conditions of this Agreement and that all Authorized Personnel have agreed, or if employed after the date hereof, will agree as part of their employment with Subscriber, to comply with the terms and conditions of this Agreement relating to use of the Bulletin Board, User ID(s), Password(s) and confidentiality provisions. Subscriber is responsible for all transactions submitted via the Bulletin Board to KGS and releases KGS and/or its affiliates from any and all liability for unauthorized access to the Bulletin Board or the unauthorized transacting of business on behalf of the Subscriber via the Bulletin Board by any person or persons using the Subscriber's account(s), User ID(s) and/or Password(s) except if due to gross negligence or willful misconduct of KGS. Subscriber further agrees to defend, indemnify and hold KGS and/or its affiliates and its officers, directors, employees, agents and representatives harmless from any and all liability, damages, costs, expenses and fees arising with respect to any unauthorized access to the Bulletin Board by any person or persons using the Subscriber's account(s), User ID(s) and/or Password(s) unless such unauthorized access is caused by the KGS.
2. Subscriber shall not disclose to persons other than Authorized Personnel, and shall otherwise keep completely confidential, all User ID(s) and Password(s) associated with the Bulletin Board.
3. Subscriber may download, store, manipulate, analyze, reformat, print and utilize the information obtained from the Bulletin Board for its own uses relating only to transacting business with KGS and/or its affiliates. The information obtained from the Bulletin Board may not be resold or otherwise commercially exploited or used for any purpose other than transacting business with KGS without the express written consent of KGS.
4. Access to the Bulletin Board is granted only to the Subscriber and its assigned Authorized Personnel. The information obtained from the Bulletin Board may not be resold in part or in whole or otherwise used for profit or used for any purpose other than transacting business with KGS without the express written consent of KGS.
5. Except for the restricted right to utilize the Bulletin Board provided herein, Subscriber is granted no rights to or under the Bulletin Board. Subscriber shall not copy the Bulletin Board or use the Bulletin Board to prepare derivative works. Subscriber shall properly utilize the Bulletin Board in accordance with KGS's instructions, shall make no effort to improperly access the Bulletin Board or the nomination network or the computers or

software on which the Bulletin Board is operating, and shall make no effort to reverse-engineer the Bulletin Board. Subscriber agrees to hold any information learned from the Bulletin Board (except that relating to Subscriber's business) in confidence during the term of this Agreement and for two (2) years following termination of this Agreement. Subscriber agrees to take all reasonable steps to ensure that the restricted use and confidentiality provisions of this Agreement are strictly adhered to by Subscriber, the Authorized Personnel and its employees.

6. It is Subscriber's responsibility to check the daily schedule, which shall be available prior to gas flowing, to assure that Subscriber's nominations have been correctly transmitted and received by KGS. Any discrepancy discovered or which would have been discovered by Subscriber review of the daily schedule shall be the reporting responsibility of Subscriber prior to gas flow. It is Subscriber's responsibility to check any data input by Subscriber. Any discrepancy discovered or which would have been discovered by Subscriber review shall be the responsibility of Subscriber. Subscriber acknowledges that KGS continues to maintain alternative methods of communicating gas nominations and is aware of those methods; in the event the Bulletin Board is not accessible for any reason, Subscriber agrees to utilize one of the alternative methods of communicating with the KGS.
7. Unauthorized access by Subscriber to restricted portions of the Bulletin Board are a breach of this Agreement and shall be grounds for immediate termination of the Agreement by KGS. Subscriber further agrees to defend, indemnify and hold KGS and/or its affiliates and its officers, directors, employees, agents and representatives harmless from any and all liability, damages, costs, expenses and fees arising with respect to any unauthorized access to restricted portions of the Bulletin Board by any person or persons using the Subscriber's account, User ID(s) and/or Password(s) unless such unauthorized access is caused by the KGS. In addition, KGS may exercise whatever remedies and/or damages available to KGS and/or its affiliates.
8. Except for acts of gross negligence or willful misconduct, KGS shall have no liability to Subscriber or any other party for damages caused or allegedly caused by failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communication and line failure, or unauthorized access to or alteration of or use of the Bulletin Board, whether for breach of contract, tortious behavior, negligence or under any other cause or action. Neither party shall be liable to the other party hereto or any other party for any direct or indirect, 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, unless resulting from gross negligence or willful misconduct.
9. KGS represents that information included on the Bulletin Board is complete and reliable to the best of its knowledge, however, KGS expressly disclaims any and all warranties, including, without limitation, any warranties as to the availability, accuracy or content of

information located on the Bulletin Board and any warranties of merchantability or fitness for a particular purpose. KGS agrees to waive any and all penalties on KGS's transmission and storage systems resulting from inaccuracies of posted information pertaining to Subscriber's scheduled or actual usage.

- 10. KGS shall have the right, upon ten (10) days' prior written notice and at its sole expense, to enter during normal business hours Subscriber's offices to audit Subscriber's use of the Bulletin Board and confidential information and to verify compliance with this Agreement. Subscriber shall cooperate with KGS in the audit.
- 11. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Kansas without recourse to the law regarding the conflict of laws.
- 12. Both Subscriber and KGS shall have the right to terminate this Agreement at any time for any reason whatsoever, with or without cause and upon doing so, KGS shall have the right to invalidate Subscriber's User ID(s) and Password(s) and prohibit Subscriber's access to the Bulletin Board. KGS shall have the right to modify or terminate the Bulletin Board and/or Subscriber's right to use the Bulletin Board at any time. KGS also reserves the right to invalidate User ID(s) and Password(s) for cause and shall provide reasonable notice of such invalidation. Upon termination of this Agreement or upon request by KGS, Subscriber shall thereafter immediately cease all use of and access to the Bulletin Board.

This Agreement is entered into by the duly authorized representatives of KGS and Subscriber whose signatures appear below.

Kansas Gas Service, a Division
of ONEOK, Inc.

XXXXXXXXXXXXXXXXXXXXXXX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Appendix A

The following Personnel are authorized to utilize the KGS Bulletin Board on behalf of Subscriber:

Name	Title	E-Mail Address