



USER AGREEMENT FOR COMPANY'S CUSTOMER ACTIVITIES WEBSITE

This User Agreement for COMPANY'S Customer Activities Website ("USER AGREEMENT"), is executed this 1st day of _____ by and between _____ ("COMPANY") and _____ [Customer Legal Name] ("AUTHORIZED USER"). For and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, COMPANY and AUTHORIZED USER do hereby agree as follows:

ARTICLE I SCOPE OF AGREEMENT

COMPANY shall make available for use by AUTHORIZED USER the COMPANY's computerized electronic communication service, including COMPANY's Customer Activities Website accessible via the Internet. AUTHORIZED USER may, at its option, use COMPANY's Customer Activities Website to: (1) request new services; (2) nominate quantities for receipt and delivery by COMPANY pursuant to an existing service agreement; and (3) perform such other interactive functions as may be available to AUTHORIZED USER's through COMPANY's Customer Activities Website in the future. AUTHORIZED USER may also use COMPANY's Customer Activities Website to request and receive such information as COMPANY may make available to AUTHORIZED USER through COMPANY's Customer Activities Website.

AUTHORIZED USER shall designate one or more persons ("LOCAL SECURITY ADMINISTRATOR") to perform certain security functions on the Customer Activities Website. COMPANY shall immediately be notified of any changes to the identity of such LOCAL SECURITY ADMINISTRATOR in accordance with the provisions of Article VII. The LOCAL SECURITY ADMINISTRATOR shall act as the representative of the AUTHORIZED USER in performing the obligations of the AUTHORIZED USER, including identifying those persons who are authorized to perform the functions listed above.

ARTICLE II AUTHORIZED USE

COMPANY shall provide AUTHORIZED USER with an individualized user identification code, as well as the software necessary to access COMPANY's Customer Activities Website. It shall be solely the responsibility of AUTHORIZED USER to control access to its user identification code, and AUTHORIZED USER hereby warrants and agrees that any individual user that accesses COMPANY's Customer Activities Website has the legal authority to act on behalf of AUTHORIZED USER and may bind AUTHORIZED USER to services through the use of the interactive capabilities available through COMPANY's Customer Activities Website. COMPANY shall be entitled to rely on all information transmitted to COMPANY through COMPANY's Customer Activities Website by any representative of AUTHORIZED USER using the user identification.

AUTHORIZED USER hereby:

1. Agrees to provide contact information for its LOCAL SECURITY ADMINISTRATOR in Article VI and will promptly submit formal written notice in accordance with Article VI, if any changes to the LOCAL SECURITY ADMINISTRATOR are made;
2. Represents and warrants that COMPANY shall be entitled to provide the LOCAL SECURITY ADMINISTRATOR with any and all information relating to AUTHORIZED USER's service agreement(s) and AUTHORIZED USER'S usage of the pipeline by COMPANY, including, but not limited to, reports that contain measurement, imbalance, nomination, and contract data;
3. Agrees that if it seeks to designate any of its affiliates as security affiliates for the purpose of accessing the gathering modules of the COMPANY gas management system, it shall cause such affiliates to sign Exhibit B ("DESIGNATION") attached hereto and remit the executed DESIGNATION to COMPANY;
4. Agrees that if the information included in the DESIGNATION changes, it shall submit a revised DESIGNATION to COMPANY in accordance with Article VI, which shall supersede in its entirety any DESIGNATION previously submitted to COMPANY;
5. Agrees that COMPANY has the right to reject any DESIGNATION if it determines that granting such DESIGNATION would violate any contractual, legal or regulatory responsibility of COMPANY; and
6. Agrees to indemnify and hold COMPANY harmless from any third party claims attributable to COMPANY's reliance on the LOCAL SECURITY ADMINISTRATOR's instruction pursuant to this Agreement.

AUTHORIZED USER further:

1. Represents and warrants that its LOCAL SECURITY ADMINISTRATOR shall identify on Exhibit A ("SYSTEM USERS FORM") those persons who are duly authorized and properly trained to use COMPANY's gas management system on behalf of AUTHORIZED USER ("SYSTEM USERS") to perform one or more system functions, which include, but are not limited to, the submission of nominations, the trading of imbalances, and the viewing of reports that contain measurement, imbalance, nomination and contract data;
2. Represents and warrants that its LOCAL SECURITY ADMINISTRATOR shall request to add or terminate SYSTEM USERS' access immediately upon any change in a SYSTEM USERS' status requiring such addition or termination to COMPANY's gas management system on behalf of AUTHORIZED USER and provide COMPANY with notice of such change in accordance with the provisions of Article VI;
3. Represents and warrants that its LOCAL SECURITY ADMINISTRATOR shall request to create and modify security rights for SYSTEM USERS' in COMPANY's gas management system and establish proper controls over such individual's use thereof; and
4. Represents and warrants that its LOCAL SECURITY ADMINISTRATOR shall designate any agent(s) and their security functions that are authorized to act on behalf of AUTHORIZED USER.

ARTICLE III COPYRIGHT

AUTHORIZED USER shall assure that no copies of any software issued to AUTHORIZED USER are made without the prior written consent of COMPANY, which consent may be withheld by COMPANY at its sole discretion. Any software copies made by AUTHORIZED USER shall contain a copyright notice substantially identical to that contained in the software issued by COMPANY.

ARTICLE IV RELEASE AND DISCLAIMER OF LIABILITY; INDEMNIFICATION

Except for the negligence, bad faith, fraud or willful misconduct of COMPANY, COMPANY expressly disclaims any and all liability for loss or damage to AUTHORIZED USER or to any third parties associated with AUTHORIZED USER's use of COMPANY's Customer Activities Website, including but not limited to any incidental, consequential, or special damages, arising out of or in any manner related to use by AUTHORIZED USER or of COMPANY's Customer Activities Website.

AUTHORIZED USER agrees to protect, defend, indemnify, and hold harmless COMPANY against any and all loss, costs, damages, and expenses of any nature whatsoever (including court costs and reasonable attorney's fees), resulting from or otherwise related to any claim, demand, or action asserted against COMPANY, arising from or in any manner directly or indirectly connected with AUTHORIZED USER's use of COMPANY's Customer Activities Website, except for the negligence, bad faith, fraud or willful misconduct of COMPANY.

COMPANY HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER IN CONNECTION WITH COMPANY'S CUSTOMER ACTIVITIES WEBSITE AND AUTHORIZED USER'S USE OF COMPANY'S CUSTOMER ACTIVITIES WEBSITE, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE V TERM

This USER AGREEMENT shall be and continue in full force and effect from the date of execution for the primary term of one (1) year and renew month to month thereafter, unless sooner terminated by AUTHORIZED USER or COMPANY by at least thirty (30) days' advance written notice. AUTHORIZED USER shall promptly return the software provided by COMPANY upon termination of this USER AGREEMENT.

ARTICLE VI
ADDRESSES

Except as herein otherwise provided, any notice, request, demand, statement, bill or payment provided for in this USER AGREEMENT, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address or emailed of the parties hereto, as the case may be, as follows:

(a) COMPANY

2200 Energy Drive
Canonsburg, PA 15317
Attn: Equitrans Midstream CAW Support
412-995-6910
CAWSupport@equitransmidstream.com

(b) AUTHORIZED USER

Address:

Representative:
Phone Number:
Email:

(b) LOCAL SECURITY ADMINISTRATOR

Address:

Representative:
Phone Number:
Email:

or such other address as either party shall designate by formal written notice.

ARTICLE VII
INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania, excluding any conflict of laws rule which would apply the law of another jurisdiction. This USER AGREEMENT and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

IN WITNESS WHEREOF, AUTHORIZED USER, LOCAL SECURITY ADMINISTRATOR and COMPANY have executed this USER AGREEMENT by their duly authorized officers, effective as of the date indicated above.

COMPANY:

By: _____

Name: _____

Date: _____

**AUTHORIZED USER, as the party designating
the LOCAL SECURITY ADMINISTRATOR:**

By: _____

Name: _____

Date: _____

LOCAL SECURITY ADMINISTRATOR:

By: _____

Name: _____

Date: _____

Optional Exhibit B
DESIGNATION OF AFFILIATE COMPANIES AGREEMENT

This Designation of Affiliate Companies Agreement (“DESIGNATION”) is entered into by and between (“AUTHORIZED USER”) and each of the affiliated legal entities listed below (“AFFILIATED LEGAL ENTITIES”), effective as of _____.

The proposed security affiliation between the AUTHORIZED USER and the AFFILIATED LEGAL ENTITIES does not take effect until the authorized representatives of all parties, including COMPANY, L.P. (“COMPANY”), sign the DESIGNATION. The AFFILIATED LEGAL ENTITIES are considered security affiliates only for the purpose of accessing the transmission and/or gathering modules of the COMPANY’S gas management system.

IN WITNESS WHEREOF, the parties hereto have caused this DESIGNATION to be signed by their respective duly authorized representatives.

COMPANY:

By: _____

Date: _____

AUTHORIZED USER:

By: _____

Date: _____

AFFILIATED LEGAL ENTITIES:

Entity Name: _____

By: _____

Date: _____

Entity Name: _____

By: _____

Date: _____

Entity Name: _____

By: _____

Date: _____

Entity Name: _____

By: _____

Date: _____