



**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 at COMPANY'S Informational Postings Website. AUTHORIZED USER may, at its option, use COMPANY's Customer Activities Website to: (1) request new services under COMPANY's Rate Schedules; (2) execute new service agreements or amend existing service agreements; (3) nominate quantities for receipt and delivery by COMPANY pursuant to an existing service agreement under any of COMPANY's Rate Schedules; (4) post the availability of capacity for release; (5) bid on firm capacity offered through COMPANY's Capacity Release Program; (6) bid on available capacity under expiring long term contracts; and (7) perform such other interactive functions as may be available to AUTHORIZED USER 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  
TERMS AND CONDITIONS**

The use of COMPANY's Customer Activities Website shall be in accordance with and subject to COMPANY's currently effective FERC Gas Tariff, including any and all applicable fees, applicable provisions of the General Terms and Conditions, and the terms and conditions of any relevant Rate Schedules which appear in COMPANY's currently effective FERC Gas Tariff, all of which are expressly incorporated by reference herein.

ARTICLE III  
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 VII and will promptly submit formal written notice in accordance with Article VII, 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 and/or storage systems operated 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 transmission 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 VII, 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, bids, and offers for capacity releases, 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 VII;
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 IV 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 V 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 VI  
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. AUTHORIZED USER agrees that COMPANY shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service provided to AUTHORIZED USER under its service agreements with Company or (b) any provision of the General Terms and Conditions applicable to those service agreements. COMPANY agrees that AUTHORIZED USER may protest or contest the aforementioned filing and AUTHORIZED USER does not waive any rights it may have with respect to such filings.

ARTICLE VII  
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of COMPANY's FERC Gas Tariff, 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 VIII  
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 the event of a conflict between the terms and conditions of this USER AGREEMENT and any other applicable terms and conditions set forth in COMPANY's currently effective FERC Gas Tariff which are incorporated by reference herein, such other terms and conditions shall govern AUTHORIZED USER's use of COMPANY's Customer Activities Website unless otherwise specifically provided herein.

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: \_\_\_\_\_