

Electronic Data Sharing Agreement
Check Measurement From _____ (Company) To _____ (Customer)

This Check Measurement Agreement (Agreement) is entered into as of this ____ day of _____, 2021 by and between _____ (Customer) having an office located at _____ and _____ (Company), having an office at 2200 Energy Drive, Canonsburg, PA 15317. Company and Customer are also herein referred to individually as “Party” or collectively as “Parties.”

WHEREAS, Customer requests that Company allow check measurement equipment to be installed at the following Measuring Station(s):

Interconnect Name	Meter Identification Number	GPS Coordinates

WHEREAS, Company desires to provide access to the primary measuring element’s (the meter’s) mechanical, pneumatic or electronic signals related to volume and energy measurement as a convenience to Customer.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows.

Company shall provide Customer with access to meter ports or mechanical or electronic signals (“Meter Outputs”) from the above referenced Interconnect(s) to the extent it is available to Company pursuant to the terms set forth below. Customer understands and agrees that the Meter Outputs are provided by Company “As Is” with absolutely no warranties or representations from Company whatsoever, including without limitation and any warranties as to accuracy, consistency, availability or continued accessibility.

- a. Any Meter Outputs are provided solely for informational purposes. Company accepts no liability for the use or loss of any Meter Outputs.
- b. The Meter Outputs will be provided as a read-only signal from the meter to the Customer’s FC/RTU or transmitters. These connections will be at the discretion of the Company. Any upgrades or modifications needed to Company’s meter or meter tube to provide a Meter Output for Customer’s use will be at Customer’s expense.
- c. All Meter Outputs from Company’s meter to the Customer’s transmitters or FC/RTU are required to be mechanically/pneumatically and/or electrically isolated from Company’s equipment.
- d. Customer must submit drawings and material lists, with specifications for Company review and approval prior to any installation. All piping and equipment shall be designed, tested and install to meet CFR Title 49 Part 192 class 3 location criteria.

- e. All mechanical equipment shall have a pressure rating equal to or greater than the maximum allowable operating pressure of the meter station piping and equipment.
- f. All electrical equipment shall conform to the classification requirements for the area in which it is to be installed, in accordance the National Electrical Code, (NEC/NFPA 70) and American Gas Association, 'Classification of Locations for Electrical Installations in Gas Utility Areas' (CLEGUA XL1001)
- g. Installation of the check measurement equipment at Company's meter location shall be performed by a mutually agreeable contractor or jointly by both Company and Customer's personnel. Customer is responsible at Customer's expense to purchase and install any necessary equipment at the meter and to the Customer's FC/RTU location.
- h. The installation, testing, operation and maintenance of Customer's check measurement equipment shall not interfere with the operation of Company's equipment and/or facilities.
- i. Loss of Meter Outputs from any port provided by Company will not be a cause to call out Company's personnel. Inspection or repairs to Company's equipment will be made during normal working hours as personnel availability permits.
- j. Both Parties shall have the right of ingress and egress at mutually agreeable times for the purpose of installing, inspecting, testing, calibrating or repairing their equipment. Such right of ingress and egress shall not be unreasonably withheld.
- k. Customer shall be billed and agrees to pay all charges for labor and parts for all repairs of any damage to Company's metering equipment directly caused by Customer's check measurement equipment or personnel.
- l. Company retains the right to change, modify, substitute or remove its equipment as it deems necessary. Customer agrees upon request and at Customer's risk and expense to relocate or modify Customer's installations and check measurement equipment to accommodate the changes to Company's equipment.
- m. Customer agrees: (i) that all of the data and other related information provided to Customer hereunder (collectively, the "Information") is confidential and/or proprietary to the Company; (ii) to keep all the Information held in strict confidence; (iii) the disclosure of Information to any party other than the Parties hereto could cause irreparable harm to the Company, including but not limited to monetary damages and reasonable attorneys' fees in connection with any cause of action brought to enforce this Agreement; and (iv) not to disclose or dispose of any of the Information to any third party, unless the Company has provided its prior written consent to such disclosure. Customer covenants and agrees to develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality of all Information received hereunder. Customer shall impose these measures on all subcontractors or other third parties used by Customer and provided access to the Information in accordance with the provisions hereof.

- n. Customer shall take all reasonable steps to and shall prevent unauthorized access to or breach of the Company's systems, Information and data, including without limitation by protecting its passwords and other log in information as applicable. Customer shall notify Company immediately of any known or suspected unauthorized use thereof or breach of its or its subcontractors or other third parties used by Customer and shall use best efforts to stop said breach. Customer is responsible and liable for any unauthorized access to or breach of the Company's systems, Information or data resulting from the acts or omissions of Customer, its subcontractors or other third parties used by Customer including without limitation any authorized or unauthorized access to Company's systems, Information or data. To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Company, its affiliates and their employees, officers, directors, and agents, from and against any and all claims, demands, causes of action, damages, liabilities, judgments, losses, fines, awards, penalties, costs and expenses (including attorneys' fees and costs of defense) arising or resulting from Company's performance under this Agreement and attributable to: (a) the negligent or willful act or omission of Customer, Customer's subcontractors, suppliers, employees or anyone for whose acts Customer may be liable; (b) Customer's failure to comply with any provision of this Agreement; or (c) Customer's failure to comply with any applicable Company policies or any applicable law or regulation.
- o. Company reserves the right to immediately disconnect Customer's check measurement equipment if the terms and conditions set forth in this Agreement are not complied with by Customer or if at any time the Customer's check measurement equipment interferes with or adversely affects Company's operations.
- p. This Agreement may be terminated by either Party with thirty (30) days written notice to the other. Upon such termination, all Customer check measurement equipment installed on Company's facilities shall be promptly removed at Customer's expense. Company shall be notified of and have the right to be present at such removal.
- q. Customer shall not assign its rights, interests or obligations under this Agreement to any other person without the prior written consent of Company, where such consent shall not be unreasonably withheld.
- r. No amendment, modification or change to this Agreement shall be enforceable unless reduced to writing and executed by each Party. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements relating to such subject matter, whether written or oral. Any notices under this Agreement shall be in writing and addressed to such Party at the address set forth below:

2200 Energy Drive
Canonsburg, PA 15317
Commercial Services
ETRNCommercialSvc@equitransmidstream.com

- s. This Agreement is governed by, subject to, and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law rules. Any action brought in respect to this Agreement must be brought in the state or federal courts located in Allegheny County, Pennsylvania. **THE PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL.**

SIGNATURE PAGE FOLLOWS

The individual executing this Agreement on behalf of each Party does hereby represent and warrant that he or she is duly authorized and empowered to execute same on behalf of his or her Party, and to fully bind that Party to all of the terms of this Agreement.

In witness wherefore, Company and Customer have executed this Agreement, effective as of the date first written above.

Company: _____

By: _____ Date _____

Name: _____

Its: _____

Customer: _____

By: _____ Date _____

Name: _____

Its: _____