

FTP to Hosted Site Data Sharing Agreement

This File Transfer Protocol ("FTP") to Hosted Site Data Sharing Agreement ("Agreement") is entered into as of this ___ day of _____, 20__ 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 provide certain measurement data files to a Company approved hosted FTP site where Customer can access this measurement data for Customer's internal processing. Measurement data will be provided for the Customer's Interconnect Site(s) reflected on the attached Exhibit A to this Agreement.

WHEREAS, Company desires to provide access to such measurement files related to volume, pressure, temperature and other data (to the extent available) 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.

1. Customer and Company shall mutually agree on the sites/equipment for which SCADA system measurement files will be provided. Subject to site specific equipment parameters, measurement files may contain real time data snapshots of the following: moisture, flow rate, current day volume, previous day volume, pressure, temperature, differential pressure/pulses and gas quality; provided that Company may add or remove data categories at its sole discretion at any time.
2. Company will place measurement data files in the hosted FTP site as updated files are available, in accordance with Company's standard process (with the prior file being overwritten or deleted), in csv format. A sample csv file format is reflected on the attached Exhibit B to this Agreement. Customer is responsible for accessing measurement files from the hosted FTP site and Customer is solely responsible for the import process into Customer's systems. Company's responsibility for the measurement file ends when the file is placed in the hosted site.
3. File format and layout of the measurement files will be to Company standard. Customer will be solely responsible for any conversions/manipulations of the retrieved measurement files as part of Customer's process or use.
4. Company will use commercially reasonable efforts to include available data in the measurement files (e.g., if Company does not have gas quality information for the applicable site, it would not be in the file, if Company does not utilize data in the Company's SCADA system, it would not be in the file. Data availability may also be affected by sensor or system issues).
5. Company will use commercially reasonable efforts to respond to Customer's issues in the hosted site with its access to the measurement data files, provided that Customer has thoroughly investigated (and if applicable, resolved) all Customer based issues (including

Customer's processes, equipment and systems) prior to contacting Company through established channels.

6. CUSTOMER UNDERSTANDS AND AGREES THAT THE MEASUREMENT FILES AND DATA ARE PROVIDED BY COMPANY "AS IS", "WHERE IS", WITH ABSOLUTELY NO WARRANTIES OR REPRESENTATIONS FROM COMPANY AS THE ACCURACY, CONSISTENCY, AVAILABILITY OR CONTINUES ACCESSIBILITY OF THE FILES OR DATA THEREIN. ALL MEASUREMENT FILES AND DATA IS PROVIDED SOLELY FOR INFORMATIONAL PURPOSES. COMPANY ACCEPTS NO LIABILITY FOR THE USE OR LOSS OF ANY DATA OR FILE.
7. THE MEASUREMENT FILES AND DATA ARE PROVIDED BY COMPANY HEREUNDER AS AN ACCOMODATION FOR CUSTOMER BY COMPANY IN ITS SOLE DISCRETION. IN NO EVENT SHALL COMPANY OR ANY OF ITS LICENSORS/PROVIDERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY HEREUNDER REGARDLESS OF THE CLAIM, SHALL NOT EXCEED THE GREATER OF THE FEES PAID BY CUSTOMER TO COMPANY HEREUNDER OR \$50.
8. Company reserves the right to immediately cease providing measurement files and/or remove Customer's access to the hosted site if the terms and conditions set forth in this Agreement are not complied with by Customer or if at any time the Customer's access to the files or hosted site interferes with or adversely affects Company's operations.
9. This Agreement may be terminated by either Party for any reason or no reason with thirty (30) days written notice to the other.
10. 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.
11. 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:

Commercial Services
ETRNCommercialSvcs@equitransmidstream.com
Equitrans Midstream
2200 Energy Drive
Canonsburg, PA 15317

12. 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.**

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: _____

Name: _____

Title: _____

Customer

By: _____

Name: _____

Title: _____

Exhibit A
Interconnect Sites

| Interconnect Site(s) | Meter Identification Numbers | GPS Coordinates |
|----------------------|------------------------------|-----------------|
| | | |

Exhibit B Sample File

| Mid | Last Poll Attempt Time | Last Succ Com Time Text | Upload Position Time | Flow Rate | Current Day Volume | Previous Day Volume | Meter Press | Gas Temp | Differ Press | BTU | Specific Gravity | CO2 | N2 | Batt Volt | Plate Size | Previous Month Volume |
|-------|------------------------|-------------------------|----------------------|------------|--------------------|---------------------|-------------|------------|--------------|------------|------------------|-----------|----------|------------|------------|-----------------------|
| 12345 | 12/3/2020 12:27 | 12/3/2020 12:27 | 12/3/2020 11:00 | 9616.8683 | 1273.82802 | 11486.5188 | 443.481696 | 43.524728 | 35.1979522 | 1176.92324 | 0.675963 | 0.2129085 | 0.167552 | 16.9272207 | 2.695 | 330140.944 |
| 67890 | 12/3/2020 12:16 | 12/3/2020 12:16 | 12/3/2020 12:00 | 1034.92272 | 105.136259 | 1079.934318 | 317.765833 | 53.1067182 | | 838.0759 | 0.663984 | 0.23068 | 0.377449 | 18.0733248 | | 13822.9553 |
| 98765 | 12/3/2020 12:19 | 12/3/2020 12:19 | 12/3/2020 11:00 | 1240.33113 | 113.801478 | 1137.28307 | 429.740617 | 50.471696 | 149.263828 | 913.2913 | 0.644466 | 0.276237 | 0.170482 | 14.9739958 | 1.14 | 35523.369 |

*This is a sample file, it does not represent actual data.