Eastern Gas Transmission & Storage, Inc.

925 White Oaks Blvd.

Bridgeport, WV, 26330

**Subject: Corporate Data Sharing Agreement at Co-owned (Partnership) Meter Stations**

Dear Customer,

      has requested Eastern Gas Transmission & Storage ("EGTS") to allow       to install, operate and maintain certain equipment that would allow       to access certain data related to the measurement and analysis of natural gas on EGTS’s operated meters at Co-owned (Partnership) Meter Stations. The sole and limited purpose of this agreement is to allow installation of a "read only" data connection to gas measurement equipment EGTS operates and maintains (“EGTS Devices”), as more fully described in appendix “A”. The equipment to be installed by       shall be located within the confines of the Co-owned (Partnership) Meter Stations listed in appendix “B”.

This letter agreement shall not be construed as amending or modifying any existing operating agreements between the parties that governs joint ownership and EGTS operations, including but not limited to the authority of the parties, the operator, or the committee regarding gas measurement practices.

In order to ensure that      ’s installation of such equipment complies with the latest codes and with EGTS's operating procedures, the following terms and conditions shall be applicable to these installations:

1.       understands and agrees that the operational information provided by EGTS through the connections are provided with absolutely no warranties or representations from EGTS as to the accuracy, consistency, availability, or continued accessibility of such information. Notwithstanding the foregoing, if at anytime during the term of this Agreement, the operational information becomes unavailable or inaccessible, EGTS will exercise reasonable efforts to restore the availability and accessibility of that information.

2. Such operational information shall not be used or relied upon for any billing, volume nomination operations, or other dispute of any kind which may arise between       and EGTS.

3.       agrees that EGTS’s measurement values, as derived from EGTS Devices, shall be the accepted values for custody transfer between       and EGTS at Co-owned (Partnership) Meter Stations.       shall only access such electronic measurement data in a format established by EGTS.       recognizes that the data acquired from any electronic equipment is “raw” data, subject to further refinement, correction or interruption due to maintenance, repair or other activities by EGTS, or due to events of force majeure. EGTS shall have no obligation to advise       of any such interruptions, or to verify the integrity of such data, whether or not resulting from activities performed by EGTS, but shall seek to provide       with reasonable advance notice of any such interruptions.

4. EGTS reserves the right to disconnect      ’s read-only data port and any other data-sharing connection without prior notice if at any time the equipment interferes with or adversely affects EGTS’s ability to perform effective measurement or materially interferes with EGTS’s operations, all as determined by EGTS in its sole discretion, reasonably exercised. In the event it is necessary for EGTS to disconnect       read only port, EGTS will notify       of said disconnection, prior to or as soon as possible thereafter. . If that event occurs, the parties shall cooperate to resolve the issues and restore      ’s data in a timely manner.

5. EGTS hereby grants to       the unrestricted right of ingress to and egress from EGTS's facilities for the purpose of operating and maintaining      ’s equipment installed hereunder. Furthermore, in the course of operation and maintenance of their respective facilities, neither party shall interfere with the activities of the other.

6. EGTS hereby authorizes       to install, operate, and maintain its equipment within the confines of EGTS's metering and regulating and RTU building(s), provided that the following conditions are adhered to:

a) Any electrical equipment installed within EGTS's metering facilities that are classified as Class I, Division I shall comply with Class 1, Group D, Division I of the National Electrical Code, as classified in API RP 5008. All other electrical equipment shall conform to the proper classification requirements for the area that they are to be installed, per the National Electrical Code, as classified in API RP 5008.

b)      ’s equipment and the installation and modifications thereof shall be subject to review and approval of EGTS.       shall provide EGTS with notice of the planned installation, and EGTS shall have at least 30 days to review and respond to      . Provided, however, that if no response is received by       within 45 days of submission,      ’s plans shall be deemed approved as submitted.

c) EGTS in its sole discretion may require isolation device(s) as designated by EGTS between      ’s RTU(s) and EGTS Devices.       will purchase and deliver to EGTS the appropriate isolation device(s) and RTU circuit boards, if required, prior to installation of the connections.

d) EGTS personnel must be present at the time of installation. Contact for EGTS shall be Kevin O’Donnell, EGTS – Technical Consultant; telephone number: 724-468-7777. Mr. O’Donnell shall be contacted not less than five (5) working days prior to commencement of installation.

e) The operation and maintenance of the       equipment within EGTS's metering facilities shall be carried out in a manner so as not to interfere with the operations of EGTS or with EGTS's metering facilities and in conformity with any and all applicable laws, ordinances, rules or regulations.

7.       hereby agrees to protect, defend, indemnify and hold harmless EGTS, its agents, contractors directors, employees, insurers, officers, representatives, subcontractors, and affiliated, parent, and subsidiary companies and its and their agents, contractors, directors, employees, officers, representatives, and subcontractors, from and against any and all claims, losses, damages, suits, demands, causes of action, and liabilities of every type and character, including all expenses of litigation, court costs, and attorney’s fees, which arise out of or result from the installation, maintenance, or operation of the       equipment installed pursuant to this agreement.       shall not be obligated to protect, defend, indemnify or hold harmless EGTS from and against any claims and actions which result from the breach of contract, negligence, gross negligence or willful misconduct of EGTS.

8. As long as the equipment installed hereunder remains within the confines of the jointly-owned and EGTS operated property/premises as described herein, XXX shall carry insurance described below. Such insurance shall be with insurance companies rated A- VII or higher by A.M. Best, provided that       shall be entitled to self-insure. The limits set forth below are minimum limits and will not be construed to limit      ’s liability.       agrees to waive and shall require its insurers to waive any rights of subrogation or recovery they may have against EGTS.       may self-insure any or all of the below-described insurance; however,       will provide written notice to EGTS of its intent to self-insure and describe the self-insurance program. Otherwise,       will deliver to EGTS certificate(s) of insurance evidencing the insurance required below:

a) Workers' Compensation insurance with statutory limits in compliance with all applicable state and federal laws, and Employer's Liability insurance with limits not less than $1,000,000 each accident, $1,000,000 disease-policy limit, and $1,000,000 disease-each employee.

b) Commercial or Comprehensive General Liability insurance with a combined single limit of $2,000,000 per occurrence and annual aggregate of $2,000,000 for bodily injury and property damage, including coverage for contractual liability, independent contractors, broad form property damage, products/completed operations, and explosion, collapse and underground.

c) Automobile Liability insurance with a combined single limit of $2,000,000 each occurrence for bodily injury and property damage to include coverage for all owned non-owned and hired vehicles.

If the above terms are acceptable, please indicate your approval and acceptance by signing all copies of this letter in the space provided and returning all of the copies to this office.

**CUSTOMER/PRODUCER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

APPROVED AND ACCEPTED

This       day of      , 2021

**Eastern Gas Transmission & Storage**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

**Appendix “A”**

EGTS shall provide locally, if available, access via a read-only serial data link to EGTS’s gas chromatograph controller, a customer interface port on EGTS’s flow computer, and/or a customer interface port on EGTS’s electronic flow meter controller, located at the Co-owned (Partnership) Meter Station. In lieu of, or in conjunction with, the read-only serial data link, EGTS shall provide, if available, configurable 4-20 mA output loops or 24 Vdc pulse outputs.       shall supply an isolation device approved by EGTS to electrically separate      ’s RTU from EGTS’s equipment.

An additional option would be a SCADA-to-SCADA data transfer, commonly known as EDI (Electronic Data Interface). This would be a more preferred method as additional field-installed equipment would be limited or nonexistent.

**Appendix “B”**

**Meter Station Name:** Any Co-owned (Partnership) Meter Station between EGTS and CUSTOMER/PRODUCER