



## CUSTOMER ACTIVITY WEBSITE ACCESS AGREEMENT

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between DTE Gas Company (referred to individually and collectively as "Company"), One Energy Plaza, Detroit, Michigan 48226, and \_\_\_\_\_, organized under the laws of \_\_\_\_\_, and having an address at \_\_\_\_\_ and its duly authorized employees ("User") desire to utilize Company's Customer Activity Website ("CAW") which is currently available to duly authorized agents and customers of Company. Company and User agree to the following concerning use of CAW:

1. **TERM.** This Agreement is effective as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and will remain in effect until terminated (i) by either party giving the other not less than 15 days prior written notice or (ii) by Company, without notice, if User fails to comply with the terms of this Agreement.
2. **LICENSE.** User acknowledges that CAW is licensed to Company and that the use of CAW is offered to User as a service and for the convenience of Company's customers. User shall comply with any operating procedures established by Company.
3. **AUTHORIZED USE.** Before User may transact business on CAW, User must execute a CAW Access Agreement and be assigned an access code. User shall complete the Customer Contact Data (attached hereto as Exhibit A) listing all persons in the User's organization designated for use of the access code. Company has no responsibility to ensure that employees of User who access CAW are, in fact, authorized by User to utilize CAW. User shall be solely responsible for any and all unauthorized improper use of password(s) issued to User by Company, including, but not limited to, the use of such password(s) by authorized personnel who at some point are no longer within User's employment or control. User's company shall be responsible for notifying Company to terminate access of personnel within twenty-four (24) hours of when they become unauthorized. Notwithstanding the preceding sentence, User shall not be responsible for any unauthorized improper use of the password(s) issued to User by Company if the User can prove that such unauthorized improper use was obtained through the Company's computer facilities or systems and did not involve User or any of its authorized personnel. Upon evidence of unauthorized or improper use of User's password, Company reserves the right to invalidate Customer's password upon twenty-four (24) hours prior notice. Use of User's access code shall be deemed to constitute User's signature and approval of the transaction posted on CAW unless Company had prior notice, in writing or email to [dte\\_gasscheduling@dteenergy.com](mailto:dte_gasscheduling@dteenergy.com), of any apparent breach of security such as loss, theft or unauthorized disclosure or use of User's access code.
  - a) Unauthorized access by User to restricted portions of CAW or to other telecommunications or computer facilities used to deliver the CAW services are a breach of this Agreement.
  - b) If User is acting as agent for a Company customer, User must provide authorization in the form of the attached Agency Authorization (Exhibit B) for each customer for whom User wishes to nominate or whose account user wishes to access.
4. **LIMITED WARRANTY.** Company has made reasonable efforts to ensure that the information accessible through CAW is accurate and complete, but Company makes no warranties as to the availability, accuracy or content of such information and User shall accept and use CAW "AS IS" and "WITH ALL FAULTS."

- a) User acknowledges that CAW is an electronic information system and as such is subject to interruptions, failures and data corruption. Company is not responsible for any inadvertent data additions, omissions or failures of CAW.
  - b) Agent acknowledges that account information provided on CAW is intended solely for planning purposes and may not reflect the final information used by Company to bill Customer for transportation services.
  - c) User shall indemnify and hold Company harmless for all damages, losses, costs (including reasonable attorneys' fees) and all other liabilities of any nature whatsoever arising from User's use of CAW. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE CAW. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, COMPANY IS NOT RESPONSIBLE FOR LOST PROFITS, REVENUE, LOST DATA OR INFORMATION, OR CLAIMS OF THIRD PARTIES ARISING OUT OF THE USE OF CAW.
5. **FEES.** User shall pay all fees and charges, including any applicable taxes associated with the use of CAW. Company reserves the right to change the amount of any access fee or charge and to institute new charges as provided in Paragraph 7. Currently, there are no fees associated with the use of CAW.
6. **COMMUNICATION EQUIPMENT.** User shall provide all personal computer equipment, communication equipment, and software necessary to gain access to CAW through the Internet. Compatible Internet Browsers include current versions of Microsoft Edge, Google Chrome or Firefox. Chrome is recommended. Company will use reasonable efforts to accommodate User printing and communication requirements. However, User shall ensure that its printer, proxy server, and firewall configuration is compatible with CAW. As improved technology becomes available, Company reserves the right to change the computer communication equipment requirements of CAW.
7. **MISCELLANEOUS.**
- a) This Agreement, and the rights, obligations and liabilities of the parties hereto shall be construed in accordance with the law of the State of Michigan, without regard to its conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
  - b) This Agreement does not modify or amend Company's Rules, Regulations and Rate Schedules for Gas Service ("Tariff") or any transportation or other contract that is presently in effect or may in the future exist between Company and User. Each transaction on CAW specifically incorporates Company's Tariff and the terms and conditions of the gas transportation agreement, storage agreement or receipt point agreement under which the gas is received and redelivered. This Agreement is also subject to any and all applicable laws, rules and regulations. In the event of a conflict between this Agreement and the subject underlying transportation, storage or receipt point agreements, the terms and conditions of the underlying agreement shall control.
  - c) Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
  - d) This Agreement and the Exhibits(s) constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral

or written, with respect to such matters. No oral modifications or waiver of any of the provisions of this agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement.

- e) No party shall be liable for any failure to perform its obligations in connection with any transaction or any document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.
- f) This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.
- g) No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.
- h) This Agreement may be executed in any number of counterparts, including by facsimile transmission, each to be considered an original, and all such counterparts executed and delivered will constitute and have the same force and effect as one and the same document.

This Agreement is entered into by the authorized representatives of the parties whose signatures appear below.

(USER-Signature)

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

DTE GAS COMPANY

(USER-Print)

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_