

## RIDER SVT CUSTOMER LIST CONTRACT

This Rider SVT Customer List Contract ("Contract"), is entered into between \_\_\_\_\_ ("SVT Supplier") and North Shore Gas Company ("Company").

For and in consideration of the covenants and agreements contained in this Contract, SVT Supplier and Company agree as follows:

1. Definitions.

- a. "Business Day" shall mean those days on which Company is open for the conduct of business with the public, and each such day shall commence at 8:15 a.m. Central Time and end at 5:00 p.m. Central Time.
- b. "Central Time" shall mean the prevailing time in the Central Time Zone.
- c. "Customer List" shall mean the information, in a Basic or Segmented version, that Company provides SVT Supplier pursuant to Paragraph 2 of this Contract. The term "Customer List" shall include quarterly updates provided pursuant to Paragraph 2(b).
- d. "Rider SVT" shall mean Rider SVT, Small Volume Customer Transportation Service, of Company's Schedule of Rates, as it may be revised from time to time.
- e. "Schedule of Rates" shall mean Company's Schedule of Rates for Gas Service on file and in effect, as revised from time to time, with the Illinois Commerce Commission or any successor to that agency.

2. Company Obligations.

- (a) Within seven (7) Business Days of Company's receipt of payment from SVT Supplier pursuant to Paragraph 6, Company agrees to provide SVT Supplier a list of Service Classification No. 2 customers eligible, subject to meeting the requirements of Rider SVT, to take service under Rider SVT. The Customer List (Basic) shall specify the following information: name, service address and mailing address. The Customer List (Segmented) shall specify the following information: name, service address and mailing address, and such Customer List shall be sorted into categories by annual consumption. At its election, Company may provide additional data.
- (b) Once each calendar quarter during the initial term of this Contract, SVT Supplier may request and Company shall provide SVT Supplier a quarterly update of the Customer List. Quarterly updates will be available during the first week of January, April, July and October. Upon receiving a request, Company shall provide, within seven (7) Business Days, the quarterly update most recently

issued prior to the request, unless otherwise agreed by Company and SVT Supplier. The update shall be a complete list of such customers and not simply reflect changes from the prior list. Such list shall be in the format described in Paragraph 2(a). Following the initial term, quarterly updates shall not be available under this Contract.

3. Disclaimer of Warranties. Company warrants that the Customer List is a true and correct copy of data that it maintains. **COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE INFORMATION AND SERVICES PROVIDED HEREUNDER.**
4. SVT Supplier Obligations. SVT Supplier warrants and represents that it shall:
  - a. use the Customer List solely for the purpose of marketing its gas supply services to eligible customers in connection with Rider SVT;
  - b. not sell or transfer the Customer List, in part or in its entirety, in any form whatsoever, including in the form in which Company provides it or in any form that SVT Supplier may create using the information provided by Company;
  - c. comply with applicable laws, rules and regulations of any state, federal or local governmental entity, having jurisdiction, that are relevant to any use of the Customer List, including the requirements set forth in Rider AGG, Standards of Conduct, of Company's Schedule of Rates; and
  - d. upon the earlier of three (3) months after the termination of this Contract or the Gas Transportation Contract for Service under Rider AGG, Aggregation Service between SVT Supplier and Company, return to Company and verify in writing that it has destroyed the Customer List and all copies of such Customer List, including erasure of any version of the Customer List stored electronically.
5. Term. Subject to the terms and conditions of this Contract, this Contract shall be effective for an initial term of two (2) years commencing on the date it is signed by Company, **AND IT SHALL EXTEND FROM YEAR TO YEAR THEREAFTER SUBJECT TO THE RIGHT OF EITHER PARTY TO TERMINATE THIS CONTRACT AT THE END OF THE INITIAL TERM OR OF ANY YEAR TO YEAR EXTENSION OF SUCH INITIAL TERM BY WRITTEN NOTICE GIVEN NO LESS THAN THIRTY (30) DAYS PRIOR TO THE LAST DAY OF THE INITIAL TERM OR ANY YEAR TO YEAR EXTENSION OF SUCH INITIAL TERM.** The termination of service under this Contract shall not release SVT Supplier from the obligation to make payment of any amounts due or to become due in accordance with the terms of this Contract.

6. Charges.

- (a) Within seven (7) Business Days of the date Company signs this Contract and sends an invoice to SVT Supplier, SVT Supplier shall remit to Company, by check or wire transfer, an amount equal to: (i) eleven cents (\$0.11) per name to be provided on Customer List (Basic), or (ii) twenty-one cents (\$0.21) per name to be provided on Customer List (Segmented).
- (b) Company shall invoice SVT Supplier for each quarterly update and within ten (10) days of its receipt of such invoice SVT Supplier shall remit to Company, by check or wire transfer, an amount equal to one hundred dollars (\$100) per update.

7. Damages. SVT Supplier agrees that money damages alone would not be a sufficient remedy for any breach of this Contract by SVT Supplier, and Company shall be entitled to specific performance and injunctive relief as remedies for any such breach. Additionally, the parties agree that it would be difficult to ascertain the level of damages to Company were this Contract to terminate early due to SVT Supplier's default. Accordingly, the parties agree that the measure of damages set forth in this Paragraph 7 is a reasonable approximation of such damages to Company. If Company terminates this Contract by reason of Customer default pursuant to Paragraph 4, SVT Supplier shall be liable to Company in damages for an amount equal to the product of (the number of months remaining in the initial term or any one-year extension of such initial term of the Contract) and (the charge determined pursuant to Paragraph 6(a), divided by twelve (12)).

8. Punitive Damages. **EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, COMPANY AND SVT SUPPLIER AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST REVENUE OR PROFITS, UNDER THIS CONTRACT.**

9. Indemnity. SVT Supplier agrees to indemnify Company, its officers, directors, and employees from and against any and all loss, liability, cost and expense, including attorneys' fees and court costs, incurred by any one or more of them by reason of any and all claims, demands, suits or proceedings, made or brought against any one or more of them arising from or related to any act or omission of SVT Supplier or the breach of any obligation, responsibility, warranty, or representation of the SVT Supplier to Company related to the use of the Customer List pursuant to this Contract.

10. Notices.

a. Company. Notices (excluding payments) to Company shall be sent by facsimile or mail to:

North Shore Gas Company 130 East Randolph Drive 22nd Floor Chicago, Illinois 60601	
Attn:	Gas Transportation Services, Choices For You <sup>sm</sup>
Telephone:	(312) 240-7546
Facsimile:	(312) 240-4704

Payments shall be sent to the address or account specified by Company.

b. SVT Supplier.

Notices to SVT Supplier shall be sent by facsimile or mail, including e-mail, to:

Attn:	
Telephone:	
Facsimile:	
e-mail	

11. Government Regulation.

a. If any regulatory body, governmental entity or agency having jurisdiction prohibits any of the transactions described in this Contract or otherwise conditions such transactions in a form that is unacceptable in the sole judgment of the party affected thereby, then the party so affected may prospectively terminate this Contract immediately by written notice stating the date of such termination.

b. This Contract and all provisions herein shall be subject to all applicable and valid statutes, rules, orders and regulations of any regulatory body, governmental entity or agency having jurisdiction over either party's facilities or services, this Contract or any provisions hereof. Neither party shall be held in default for failure to perform under this Contract if such failure is due to compliance with such statutes, rules, orders and regulations of any regulatory body, governmental entity or agency having jurisdiction.

- c. Subject to Paragraph 11(a), should either party by statute, rule, order or regulation be ordered or required to do any act inconsistent with the provisions of this Contract, this Contract shall be deemed modified to conform with such statute, rule, order or regulation. Nothing in this Contract shall prevent either party from contesting the validity of any such statute, rule, order or regulation, nor shall anything in this Contract be construed to require either party to waive its right to assert the lack of jurisdiction of any regulatory body, governmental entity, or agency over this Contract or any party hereto.
12. Non-Waiver and Future Default. No waiver by either Company or SVT Supplier of any one or more defaults by the other in the performance of any provision of this Contract shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.
13. Assignment of Contract. No party may assign this Contract except with the prior written consent of the other party.
14. Governing Law. This Contract shall be construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. The parties agree that the forum of any litigation shall be in a state or federal court located in Cook County, in the State of Illinois.
15. Third Party Beneficiary. Company and SVT Supplier agree that there is no third party beneficiary of this Contract and that the provisions of this Contract do not impart enforceable rights to anyone who is not a party.
16. Entire Contract of the Parties. This Contract constitutes the entire understanding of the parties. No amendment, modification or alteration shall be binding unless the same be in writing, including in the form of an amendment to this Contract signed by both parties or a revision to Company's Schedule of Rates approved or permitted to become effective by the Illinois Commerce Commission and no course of dealing or course of performance between the parties shall be construed to alter the terms of this Contract. Notwithstanding the foregoing, changes to the information set forth in Paragraph 10 must be in writing but need not be signed by both parties.
17. Captions. The captions are inserted for convenience of reference only and shall not affect the construction or interpretation of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed in duplicate by a duly authorized representative.

North Shore Gas Company

By: _____ (signature)	By: _____ Desiree Rogers Senior Vice President
Name: _____ (print or type)	
Title: _____	
Date: _____	Date: _____

SVT Supplier requests the following Customer List (check one):

\_\_\_\_\_ (Basic) or \_\_\_\_\_ (Segmented)