

**Nicor Gas Company
And**

Customer List License Agreement

This Customer List License Agreement (“Agreement”) is made and entered into as of _____ by and between Northern Illinois Gas Company, d/b/a Nicor Gas Company (“Nicor Gas” or “Company”) and _____ (“Purchaser”) sometimes referred to collectively a “Parties” or singularly as “Party.”

Nicor Gas agrees to license to Purchaser on a nonperpetual, nonexclusive and nontransferable basis subject to the conditions set forth below, a list of Nicor Gas commercial and industrial customers (rate classes 4, 5, 74 and 75) within the specifications selected by Purchaser (“Customer List”), in electronic format.

Purchaser Representations

The Purchaser unconditionally warrants, covenants and represents that it will use the Customer List for the exclusive purpose of marketing its services. The Customer List may not be used for any other purpose. The Purchaser agrees not to disclose, transfer, duplicate, publish, reproduce or retain the Customer List, or any portion thereof (or any information contained thereon) supplied hereunder in any form, except in connection with the computer processing activities that are necessary to maintain the names in a usable form from the Customer List supplied by Nicor Gas via electronic means. The names, addresses, and any other information provided as part of the Customer List shall be completely erased from the storage devices upon which they reside when no longer in use or two (2) years from the date of this Agreement whichever occurs first. The Purchaser further acknowledges and agrees that any Customer List supplied hereunder is and shall remain the property of the Company, and the Purchaser shall in no way acquire any such ownership rights therein under this Agreement. Purchaser further recognizes that all information appearing on the Customer List is copyrighted to the Company to the degree permitted by law, and all copyright restrictions apply.

Purchaser Warranty & Indemnification

The Purchaser acknowledges and agrees that this Agreement, the license created hereby and the obligations of Nicor Gas and the Purchaser hereunder are subject to all laws, rules, regulations and orders of any federal, state or local government which are applicable or relevant to this license, such obligations and any use by the Purchaser of such Customer List. The Purchaser warrants, covenants and represents that it will comply in all respects with any and all such laws, rules, regulations and orders.

The Purchaser agrees to indemnify and hold the Company harmless from any and all claims, damages, liabilities, losses, costs or expenses (including reasonable attorney’s fees), however incurred, occasioned by or in any way resulting from the use of the Customer List by the Purchaser or any breach by the Purchaser of the foregoing warranty and covenant or the inaccuracy of the foregoing representation.

Nicor Gas Warranty

Nicor Gas warrants that, except as otherwise provided in the Agreement, the Customer List provided to the Purchaser shall contain the same customer name, service address, mailing address and term usage by category as the Company maintains as of the date of such Customer List. THE WARRANTY PROVIDED BY NICOR GAS HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS PERTAINING TO THE CUSTOMER LIST, WRITTEN OR ORAL,

STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Limitation of Liability

Nicor Gas shall have no liability to the Purchaser with respect to its obligations under this Agreement for indirect, consequential, exemplary, or incidental damages even if it has been advised of the possibility of such damages. In no event shall Nicor Gas be liable to the Purchaser in an amount greater than the amount paid by the Purchaser to the Company under this Agreement.

Assignment

Neither this Agreement nor any of the rights granted hereunder shall be assigned, whether in whole or in part, by the Purchaser without the prior written consent of Nicor Gas, and any such attempted assignment, whether by operation of law or otherwise, shall be void and of no effect.

Term, Termination & Remedies

This Agreement shall be for a two (2) year period and become effective upon the date of execution listed below. This Agreement shall terminate two (2) years from the date listed below. In the event the Purchaser fails to comply with or breaches any of the terms and conditions of this Agreement, Nicor Gas shall have the immediate right to terminate this Agreement at which time the Purchaser will be obligated to erase the Customer List, forfeit any list license fees which are nonrefundable and be responsible for compensating Nicor Gas for any remaining supplemental updates. The Purchaser acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement and that Nicor Gas shall be entitled to specific performance and injunctive relief as remedy for any such breach and such relief will be in addition to all other remedies available at law or in equity to Nicor Gas.

Choice of Law

The interpretation and performance of this Agreement shall be exclusively governed by the laws of the State of Illinois and shall exclude any conflict of law rule which would apply the law of another jurisdiction.

Customer List & Supplements

The Customer List shall be available in a "Full Version" and a "Partial Version". The Full Version is the entire list. The Partial Version is available by Meter Class. Purchaser shall receive the customer name, identification number, service address, mailing address and a transportation indicator. The Customer List will exclude customers on the Company's Do Not Contact List. The Customer List data will be updated in January, April, July and October. Nicor Gas shall bill Purchaser for initially selected list and all supplements. Upon receipt of payment, Nicor Gas will provide the list to Purchaser.

Full Version

Full list of all commercial and industrial customers (approximately 188,000 names). Please select one option and the supplemental updates desired.

<u>Option</u>	<u>Data Provided</u>	<u>List License Fee</u>
Check One: <input type="checkbox"/>	Name, Service Address, Mailing Address, Identification Number and Transportation Indicator	11 cents per name
<input type="checkbox"/>	Name, Service Address, Mailing Address, Identification Number and Transportation Indicator and therm usage by category; (for example: 0 to 3,000 therms and over 3,000 therms annually) Select therm use breakpoint: _____ therms	21 cents per name
Supplemental Updates		
Check One: <input type="checkbox"/>	Yes, I do want to subscribe to the supplemental update name service and receive seven (7) quarterly updates in addition to the original list. Nicor Gas will bill quarterly for each update.	\$1,500/quarter update
<input type="checkbox"/>	Yes, I do want to subscribe to the supplemental update name service and receive three (3) semi-annual updates in addition to the original list. Nicor Gas will bill semi-annually for each update.	\$2,000/semi-annual update
<input type="checkbox"/>	No, I do not want to subscribe to the supplemental update name service and receive updates.	-

Partial Version

Please check one option or a combination of options and the supplemental updates desired.

<u>Option</u>	<u>Data Provided</u>	<u>List License Fee</u>
Check Option(s):		
<input type="checkbox"/>	Meter Class A Only Name, Service Address, Mailing Address, Identification Number, Transportation Indicator and therm use by category; (for example 0 to 3,000 therms and over 3,000 therms annually Select therm use breakpoint: _____ therms <input type="checkbox"/> Rate 4 only <input type="checkbox"/> All Rates (4, 5, 74 and 75)	26 cents per name
<input type="checkbox"/>	Meter Class B Only Name, Service Address, Mailing Address, Identification Number, Transportation Indicator and therm use by category; (for example 0 to 50,000 therms and over 50,000 therms annually Select therm use breakpoint: _____ therms	44 cents per name
<input type="checkbox"/>	Meter Class B and C Only Name, Service Address, Mailing Address, Identification Number, Transportation Indicator and therm use by category; (for example 0 to 50,000 therms and over 50,000 therms annually Select therm use breakpoint: _____ therms	44 cents per name
<input type="checkbox"/>	Meter Class C Only Name, Service Address, Mailing Address, Identification Number and Transportation Indicator	\$2,500 flat fee
Supplemental Updates <i>[Not available for Meter Class C]</i>		
Check One:		
<input type="checkbox"/>	Yes, I do want to subscribe to the supplemental update name service and receive seven (7) quarterly updates in addition to the original list. Nicor Gas will bill quarterly for each update.	\$1,500/quarter update
<input type="checkbox"/>	Yes, I do want to subscribe to the supplemental update name service and receive three (3) semi-annual updates in addition to the original list. Nicor Gas will bill semi-annually for each update.	\$2,000/semi-annual update
<input type="checkbox"/>	No, I do not want to subscribe to the supplemental update name service and receive updates.	-

The Customer List will be provided to the Purchaser electronically via a CD. The Customer List will be in the following format: Microsoft Excel 2010 spreadsheet.

Please send this form to:

**Nicor Gas Company
c/o Rate Department 4W
P.O. Box 190
Aurora, Illinois 60507-0190**

Purchaser (Please Print)

Nicor Gas Company

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Date _____

Date _____