

**Nicor Gas Company
And**

**Residential & Small Commercial Customer Data License Agreement
("Agreement")**

I.

Rights, Obligations and Responsibilities of Nicor Gas

Northern Illinois Gas Company, d/b/a Nicor Gas Company ("Nicor Gas" or "Company") agrees to license, subject to the conditions set forth below, to _____ ("Provider"), certain customer data in electronic format ("Customer Data") for all residential and small commercial customers as defined in Nicor Gas' ICC Tariff Rate 1 and Rate 4 Meter Class 4-A. Nicor Gas will provide the Provider access to this Customer Data through the Nicor Gas website or any other mutually agreeable method.

II.

Rights, Obligations and Responsibilities of Provider

Provider agrees that the use of the Customer Data shall be limited solely and exclusively for the purpose of assisting the Provider, and its affiliates, in determining the customer's eligibility and cost to participate in the sales programs ("Programs") offered by Provider and its affiliates listed on Appendix E.

Except as otherwise expressly provided in this Agreement, the Provider agrees not to disclose, transfer, duplicate, publish, reproduce or retain the Customer Data, or any portion thereof (or any information contained thereon) supplied hereunder in any form other than to its employees and those of its affiliates, nor to permit any employee of the Provider or its affiliates to do so. The Provider and its affiliates shall be permitted to conduct the computer processing activities that are necessary to transfer and retain, in a form usable by the Provider and its affiliates, the names obtained from the Customer Data for the purposes of: 1) identifying customers enrolled in the Programs, 2) validating the terms of enrollment, 3) complying with statutory and regulatory requirements concerning the retention of enrollment data, and 4) satisfying audit requirements by Nicor Gas; provided however, that the Customer Data otherwise shall be completely erased from the storage devices of the Provider or its affiliates upon which they reside except to the extent otherwise expressly provided in this Agreement. Provider shall be liable for the use and any misuse of the Customer Data, under the terms of this Agreement, any tariffs of Nicor Gas or under the law, by employees of the Provider or its affiliates who have been allowed to utilize the Customer Data.

If the potential customer grants explicit permission for the Provider and/or an affiliate to retain its Customer Data for a specified period (i.e. 90 days, etc.), Provider and/or an affiliate may do so for future contact, with the exception of Premise Data for New Movers described below. The Provider shall retain evidence of such customer permission for the six months after the term of the specified period and shall provide such evidence to Nicor Gas upon request.

The Provider further acknowledges and agrees that any Customer Data supplied hereunder is and shall remain the property of the Company, and the Provider and its affiliates shall in no way impair any such ownership rights. The Provider and its affiliates have no right to sell all or any

portion of the Customer Data to a third party. The Provider further recognizes that all information appearing on the Customer Data is copyrighted to the degree permitted by law, and all copyright restrictions apply.

The Provider and its affiliates will have the right to access the Usage Data as described in Appendix A, "Three Years of Nicor Gas Usage File" without any authorization from customers because no customer specific information (i.e. name, address) is contained in the Usage Data table.

The Provider and its affiliates will have the right to access the specific Customer Data as described in Appendix B, "Individual Customer Information" by inputting a combination of two "keys", certain information known or accessible to the customer only, which will serve as proof of authorization by the customer to access the data. The "keys" to unlock the individual Customer Data are (i) the customer's account number, (ii) phone number, (iii) last billed usage, (iv) Tax ID number, (v) meter number or (vi) the last four digits of their social security number. The Provider and its affiliate must also obtain an acknowledgement (verbal or written) by the customer that the Provider and/or its affiliates is an authorized agent to access the customer's account. Additionally, the Provider may unlock the Customer Data with only one key, the customer's account number. The key combinations are described in Appendix B. Valid agreements for access to Customer Data for customers interested in enrolling or who have enrolled in the Programs, may be made both written or verbally over the telephone. Appendix C, "Residential or Small Commercial Customer Information Release Form" is an example of a valid agreement in written form. For some customers, their usage information will not be accessible through the electronic format because Nicor Gas does not have the appropriate information to unlock the encrypted Customer Data. In these cases, the Provider and/or its affiliates may submit a written request for this information as set forth in Appendix C. The Provider and/or its affiliates agree to provide Company with evidence of authority to access the account information on behalf of each customer upon request by the Company. The Company may terminate this Agreement if such evidence is inadequate, in the Company's sole discretion.

The Provider and its affiliates will have the right to access the Premise Data as described in Appendix D, "Premise Information" for a specific service address within the Company's service territory if the prospective customer ("New Mover") confirms to the Provider or its affiliates that the customer is moving into that location. The Provider and its affiliates must obtain written or verbal authorization from the New Mover to access the applicable Premise Data. Proper authorization, including the New Mover's name, the last four digits of the New Mover's social security number or Tax ID, and the address where the New Mover will be establishing service, will be obtained by the Provider and/or its affiliates and provided to the Company for audit purposes upon request. The Company may terminate this Agreement if such evidence of authorization is inadequate, in the Company's sole discretion. Access to Premise Data for New Movers will be granted through a web service or any other mutually agreeable method if there is a match in the Company's system to the service address entered by the Provider or its affiliate. The search for Premise Data for New Movers will be made on an individual account basis and will not be available in batch mode. Neither the Provider nor its affiliates will have the right to archive or store Premise Data received for New Movers.

In consideration for receipt of the Customer Data set forth in Appendices A, B and D, Provider shall pay an annual data license fee of Seventy Five Thousand Dollars (\$75,000) to Nicor Gas. The Provider shall pay \$6250 per month. All amounts due under this Agreement shall be paid by Provider to Nicor Gas within five business days of the due date of this Agreement.

III.
Term and Termination

This Agreement shall become effective upon the date of execution list below. This Agreement will remain in effect unless and until either party notifies the other of its intent to terminate the Agreement. Notice of termination shall be one hundred and twenty (120) days prior to the termination.

In the event the Provider fails to comply with or breaches any of the terms and conditions of this Agreement, or the Nicor Gas ICC tariff or any other applicable Provider – Nicor Gas agreements, Nicor Gas shall have the immediate right to terminate this Agreement at which time the Provider will be obligated to erase or return any Customer Data already obtained and desist from any further access.

IV.
Warranties and Covenants

The Provider represents and warrants to the Company that the Provider has been duly authorized to access the Usage and Customer Data on behalf of each customer and New Mover for each service location the customer or New Mover identifies to the Provider, and that each customer or New Mover enrolling in the Programs has executed a valid agreement evidencing Provider's authorization. The Provider also represents and warrants that Customer Data will only be retained (i) for customers agreeing to purchase the Programs or (ii) for potential customers who grant explicit permission for Provider and/or its affiliates to retain their Customer Data for a specified period for future contact as specified in Appendix C.

The Provider warrants, covenants and represents that in connection with its receipt of the license for the Customer Data, it will comply in all respects with any and all laws, rules and regulations of any federal, state or local government including all privacy statutes which are applicable or relevant to any use of such Customer Data.

The Provider unconditionally warrants, covenants and represents that it will use the Customer Data for the exclusive purpose of marketing the Program to eligible customers which marketing will be performed in compliance with its contractual obligations and all requirements of law and of the Company's tariff.

NICOR GAS MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES EITHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, PERTAINING TO THE CUSTOMER DATA AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO ACCURACY, COMPLETENESS OF THE CUSTOMER DATA, OR AS TO ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

V.
Indemnity, Liability and Damages

The Provider agrees to indemnify and hold the Company harmless from and against any and all suits, causes of action, claims, demands and lost revenues arising from or out of any breach of this Agreement or representation or warranty made by the Provider, as well as, any and all damages, liabilities, losses, costs or licenses (including reasonable attorney's fees) however incurred, occasioned by or in any way resulting from the use of the Customer Data by the Provider and its affiliates, including, without limitation any use contrary to the express terms and conditions of this Agreement and all applicable Nicor Gas tariffs.

The Provider 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 breach and such relief will be in addition to all other remedies available at law or in equity to Nicor Gas.

In no event shall Nicor Gas be liable to the Provider in an amount greater than the amount paid by the Provider to the Company under this Agreement.

PROVIDER AGREES THAT NICOR GAS SHALL NOT BE LIABLE TO PROVIDER WITH RESPECT TO ITS OBLIGATIONS FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY DAMAGES, OR LOST PROFITS, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

VI.
Assignments

Neither this Agreement nor any of the rights granted hereunder shall be assigned, whether in whole or in part, by the Provider without the prior written consent of Nicor Gas, which shall not be unreasonably withheld, and any such attempted assignment, whether by operation of law or otherwise, shall be void and of no effect.

VII.
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.

VIII.
Notices

Please send this form to:

Nicor Gas Company
c/o _____
P.O. Box 190
Aurora, Illinois 60507-0190
630-983-8676

Provider

IN WITNESS WHEREOF, the parties have duly executed by their authorized representatives this Agreement to be effective as of the date written below.

Nicor Gas Company

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Date _____

Date _____

APPENDIX A

THREE YEARS NICOR GAS USAGE FILE (Pre-Sale)

Description: File supplied to third party vendors containing usage information that may be used to determine customer's eligibility for the Programs and the associated costs. Provide weekly updates of residential and small commercial customers to the Provider.

DATA:

PREMISE ID
FIRST FOUR DIGITS OF ACCOUNT NUMBER
TURN ON DATE
BILL BEGIN DATE
BILL END DATE
THERM USE
READ CODE
BILL AMOUNT
MAIL ZIP CODE

APPENDIX B
INDIVIDUAL CUSTOMER INFORMATION (Sale)

DESCRIPTION: File of basic customer information returned via a Nicor Gas web service after inputting keys or key to unlock the data. File is provided in XML format.

DATA:

RETURN MESSAGE
ACCOUNT NUMBER
PREMISE ID
SERVICE ADDRESS
SERVICE TOWN
SERVICE STATE
SERVICE ZIP, ZIP + 4
RATE
CUSTOMER NAME (MAIN)
MAIN PERSON'S PHONE NUMBER
CSEL FLAG
ONP FLAG
LIHEAP FLAG
SERVICE POINT STATUS
CURRENT TENANT INDICATOR
MAIL ADDRESS
MAIL TOWN
MAIL STATE
MAIL ZIP, ZIP + 4
BUDGET PLAN FLAG
UTILITY SA CURRENT BALANCE

APPENDIX B

INDIVIDUAL CUSTOMER INFORMATION (Sale) (page 2)

UTILITY SA PAYOFF BALANCE

UTILITY SA ARREARS BALANCE

DPA FLAG

METER NUMBER

BILL CYCLE CODE

READ CYCLE CODE

MUNICIPAL TAXING AUTHORITY (TOWN CODE & TOWN NAME)

EFT INDICATOR

BUDGET PLAN AMOUNT

RECENT CSEL CONTRACT CANCEL DATE

BANKRUPTCY DATE

DEPOSIT FLAG

WRITE-OFF DATE

TOTAL ACCOUNT CURRENT BALANCE

TOTAL ACCOUNT PAYOFF BALANCE

TOTAL ACCOUNT ARREARS BALANCE

The combinations of keys or key to unlock the encrypted Customer Data are:

- 1) Phone number and last 4 digits of social security number
- 2) Phone number and last 4 digits of Tax ID
- 3) Phone number and meter number
- 4) Account number and last 4 digits of social security number
- 5) Account number and last 4 digits of Tax ID
- 6) Account number and last billed usage
- 7) Account number and meter number
- 8) Account number and phone number
- 9) Meter number and last 4 digits of social security number

OR Account number only

APPENDIX C

Residential or Small Commercial Customer Information Release Form

I (as customer named below) hereby grant permission to Nicor Gas to release historical usage, billing, payment and credit information to the following company _____ . I understand this release provides the above listed company with the information necessary to determine my eligibility and cost to participate in their _____ program during the next [”e.g. 90 days or **specify retention period**”].

The following information is required to process this request

Name: _____ (customer name – please print)

Address: _____ (where gas service is used)

Town: _____

Phone # __ (_____) _____ (include area code)

Last 4 digits of your Social Security # _____

Customer Authorization: _____ Date: _____
(please sign)

Your authorization gives this Provider the information necessary to review your eligibility and cost to participate their program. You agree to hold Nicor Gas harmless from all claims resulting from Nicor Gas’ compliance with this request to release information.

Company Rep. Name _____
(please print)

Rep. Signature _____ Date: _____

This request must be fully completed – including all customer information and the authorization.

APPENDIX D

PREMISE INFORMATION (Sale)

Description: File of basic premise information for new movers returned via a Nicor Gas web service after obtaining customer permission and inputting service address. File is provided in XML format.

DATA:

PREMISE ID
SERVICE ADDRESS
SERVICE TOWN
SERVICE STATE
SERVICE ZIP, ZIP + 4
MUNICIPAL TAXING AUTHORITY (TOWN CODE & TOWN NAME)
READ CYCLE CODE

APPENDIX E

Authorized Sales Programs (“Programs”)

Please list:

- **The services or products to be offered to customers,**
- **The company that will market the services, and**
- **The company that will provide the services**