

## CUSTOMER USAGE DATA CONTRACT

This Customer Usage Data Contract ("Contract"), is entered into among \_\_\_\_\_ ("Customer Agent") and The Peoples Gas Light and Coke Company and North Shore Gas Company ("Company").

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

1. Definitions. The following terms, where used in this Contract, and in all forms, amendments, exhibits and appendices related to this Contract, shall have the following meanings:
  - a. "Customer" shall have the meaning ascribed to such term in the Illinois Commerce Commission's rules codified at 83 Illinois Administrative Code Part 280.
  - b. "Non-Residential" shall have the meaning ascribed to such term in the Illinois Commerce Commission's rules codified at 83 Illinois Administrative Code Part 280.
  - c. "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 and any successor to that agency.
  - d. "Transportation Service" shall mean services set forth in Company's Schedule of Rates pursuant to which Company transports customer- or supplier-owned gas to a customer's premises.
  - e. "Usage Data" shall mean Customer's historical usage information, for a period not to exceed twenty-four (24) months prior to the date of the request for information, contained in Company's records.
2. Company Obligations.
  - a. Company shall, upon request from Customer Agent in accordance with this Contract, provide Usage Data to Customer Agent.
  - b. Company shall provide Usage Data only for Non-Residential Customers who have contracted for, or are eligible to contract for, Transportation Service under Company's Schedule of Rates. Usage Data shall be limited to the period, not to exceed twenty-four (24) months, for which Customer has been the Customer associated with the account number and meter number provided by Customer Agent pursuant to Section 4.
  - c. Neither Customer Agent's request for, nor Company's provision to Customer Agent of, Usage Data shall be construed to mean that (i) Customer is eligible to take Transportation Service, or (ii) Customer has been enrolled by Company to commence Transportation Service. Customer's request to take Transportation Service must be made in accordance with Company's Schedule of Rates.
3. Customer Agent Obligations, Representations and Warranties.
  - a. Customer Agent shall represent and warrant, for each Customer for which it requests Usage Data, that it has obtained permission from Customer to request such Usage Data. Such permission shall be in a form, such as in writing or in a recorded telephone conversation, that allows Company to verify pursuant to Section 3(b) that Customer granted permission.
  - b. Upon prior notice from Company, Customer Agent agrees, at Company's election, to provide Company or provide Company access during business hours to agency or other agreements and records, including telephone tapes, if applicable, for purposes of auditing compliance with this Contract. Company shall retain such agency or other agreements and records for no less than two (2) years from the date it submits a request for Usage Data pursuant to this Section 3 and Section 4.
4. Request for Customer Usage Data. Customer Agent's request for Usage Data shall be submitted electronically using Company's electronic bulletin board service. Such request must include for each Customer for which information is requested: (a) Customer's account number; and (b) Customer's meter number.
5. Term of Contract. Subject to the terms and conditions of this Contract, this Contract shall be effective for an initial term of one (1) month commencing on the date it is signed by Company AND IT SHALL EXTEND FROM MONTH TO MONTH THEREAFTER SUBJECT TO THE RIGHT OF EITHER PARTY TO TERMINATE THIS

CONTRACT AT THE END OF THE INITIAL TERM OR OF ANY MONTH TO MONTH 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 MONTH TO MONTH EXTENSION OF SUCH INITIAL TERM.

6. Indemnity. Customer Agent 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 Customer Agent or the breach of any obligation, responsibility, warranty, or representation of Customer Agent to Company related to this Contract.

7. Disclaimer of Warranties. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER.

8. Liability. IN NO EVENT SHALL COMPANY BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA REGARDLESS OF WHETHER IT WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

9. Termination of Service. If Customer Agent shall fail to comply with or perform any condition or obligation imposed by any provision of this Contract, Company may terminate service under this Contract on ten (10) calendar days' prior written notice of Company's intention to terminate service, unless within such ten (10) days Customer Agent shall make good such failure.

10. Notices.

a. Company. Notices to Company shall be sent by facsimile or mail to:

The Peoples Gas Light and Coke Company North Shore Gas Company 130 East Randolph Drive 22nd Floor Chicago, Illinois 60601	
Attn:	Gas Transportation Services
Telephone:	(800) 264-8026
Facsimile:	(312) 240-4704

b. Customer Agent. Notices to Customer Agent shall be sent by facsimile or mail to:

Attn:	
Telephone:	
Facsimile:	
e-mail:	

11. Government Regulation.

a. If any regulatory body, governmental entity or agency having jurisdiction requires that it approve any of the transactions described in this Contract, prohibits such transactions 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. Miscellaneous.

a. No waiver by either Company or Customer Agent 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.

b. Neither party may assign this Contract except with the prior written consent of the other party.

c. 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.

d. Company and Customer Agent 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.

e. 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 a revision to Company's Schedule of Rates approved or permitted to become effective by the Illinois Commerce Commission. Notwithstanding the foregoing, changes to the information set forth in Paragraph 10 must be in writing but need not be signed by both parties.

f. 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.

The Peoples Gas Light  
and Coke Company  
North Shore Gas Company

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
Richard Taglienti  
Vice President

Name: \_\_\_\_\_  
(print or type)

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_