
SUPPLIER TERMS AND CONDITIONS

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SUPPLIER TERMS AND CONDITIONS

1. AVAILABILITY

This Tariff shall govern the business practices to be followed by the Company and the Retail Gas Suppliers (“Supplier” or “RGS”) who have been granted authority to act on behalf of Customers taking service under Rider T.

2. NATURE OF SERVICE

A. Purpose

These Terms and Conditions govern the business relationship between a Supplier in its provision of service to a Customer and the obligations of the Supplier in arranging to provide gas to Delivery Services Customers. These Supplier Terms and Conditions set forth the procedures for the following:

1. Suppliers providing gas transportation services to Customers; and
2. Suppliers nominating on behalf of Customers
3. Billing options available with Delivery Services.

B. Relationship of the Customer, the Supplier, and the Company

1. Customer and Company
 - a. The Customer purchases delivery services from the Company under this Schedule.
 - * b. A Non-Residential gas Customer or Customer Self-Manager (CSM) which arranges for its own supply of gas to the Company Citygate solely for their Rider T supply requirements shall be considered as a Supplier under this tariff.

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2. Customer and Supplier

- a. Suppliers provide gas supply to the Customer pursuant to contractual arrangements that are not part of the Company's Schedules. The Company is not a party to such contractual arrangement with the Customer taking service under these Supplier Terms and Conditions and shall not be bound by any term, condition, or provision of agreement for such sale.
- b. By taking delivery services from the Company and purchasing gas supply from a RGS, a Customer authorizes that RGS, on the Customer's behalf, to arrange for the procurement of gas, pursuant to these Terms and Conditions.
- * c. The Customer must provide authorization to the Supplier by executing a complete Letter of Agency (LOA) to allow the Supplier to act on their behalf in nominating and managing their Rider T Account(s)/Service Point(s).

3. Company and Supplier

- a. Suppliers are not an agent of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions.
- * b. Suppliers providing gas supply service to a Customer's Account(s)/Service Point(s) under Rider T shall utilize the Cities by Pipeline list, which can be found on amerenillinois.com, to determine the applicable Pipeline(s) associated with the Customer's Account(s)/Service Point(s).

3. DEFINITIONS

Definitions associated with Suppliers are located in the Definitions Section of Customer Terms and Conditions.

SUPPLIER TERMS AND CONDITIONS

*** 4. APPLICATION FOR AND COMMENCEMENT OF SERVICES**

*** A. Certification by Illinois Commerce Commission**

Prior to submitting any enrollment Direct Access Service Request (DASR) to Company, or receiving services under this Schedule, a Supplier that provides supply service to a small commercial customer, as that term is defined in 220 ILCS 5/19-105 shall be required to certify with the Illinois Commerce Commission (ICC) as set forth in 220 ILCS 5/19-110. The Supplier must submit proof of certification when it registers with the Company to receive services under this Schedule.

*** B. Registration with Company by a Gas Customer Self-Manager and/or Supplier**

A Non-Residential gas Customer that arranges for its own supply of gas to the Company Citygate may act as a CSM solely for its Rider T Accounts. A CSM is prohibited from supplying gas to any other Customer. A CSM shall be treated as a Supplier for the purposes of this Schedule.

Prior to submitting any enrollments to Company or receiving any services under this Schedule, a Supplier must register with the Company as provided for in this section. Company will consider a Supplier registered when all of the steps listed below are successfully completed and maintained.

- * (1) The Supplier shall comply with all applicable Federal, state, regional and industry rules, policies, practices, procedures and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the Pipeline transmission system (including the applicable rules and operating guidelines and procedures of the regional or national regulatory body(ies) or organization(s) and their successor and Pipeline contract reservation process).
- * (2) The Supplier shall be deemed to possess sufficient technical capabilities if it maintains a technical staff on duty or on call 24 hours each day to operate and maintain their facilities as needed. "Technical staff" for purposes of this section means a staff of trained technical experts in gas supply, Nomination changes, advisory or curtailment orders, and interruption plan implementation.

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- * (3) The Supplier shall maintain and provide to Company, upon request, a telephone number, fax number, email address and street address where its staff can be directly reached at all times. Maintenance of an answering service, or machine, pager, or similar message-taking procedure does not satisfy this requirement.
- * (4) The Supplier may meet the above requirements by entering into one or more contracts with others to provide the required services, provided that each agent and contractor on whom the Supplier relies to meet these requirements is disclosed to the Company.
- * (5) The Supplier shall enter into a Tariff Service Agreement with the Company in which the Company and the Supplier agree to conduct their affairs in accordance with this Schedule.
- * (6) The Supplier must provide information requested by Company for evaluating the Supplier's creditworthiness to qualify for certain services. Nothing herein is required to relieve a Supplier of any obligation to provide credit security or assurances as may be required by the Company.
- * (7) The Supplier must enter into an Electronic Data Interchange (EDI) Trading Partner Agreement as provided by Company to transact business with Company using EDI. The Supplier must demonstrate its ability to successfully exchange specific test data with Company before Company will accept EDI transactions.
- * (8) The Supplier and the Company will exchange information on business contacts and on electronic fund transfer.

* **C. Electronic Data Interchange**

Suppliers must enter into an EDI Trading Partner Agreement with the Company and successfully complete testing of EDI capabilities before Company will accept EDI transactions.

A Supplier must demonstrate, through EDI over the internet testing, the ability to electronically transmit enrollment DASRs and drop DASRs to the Company, the ability to electronically receive metering data from the Company, and the ability to electronically send and receive any other applicable information transactions to and from the Company.

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*** D. Termination of Certification by Illinois Commerce Commission**

A Supplier that provides supply service to a small commercial customer, as that term is defined in 220 ILCS 5/19-105 shall be certified by the Illinois Commerce Commission (ICC). The Supplier shall immediately notify the Company if the ICC suspends or revokes the Supplier's certification for any reason. Upon the effective date of the suspension or revocation of the Supplier's certification, the Company will cease to provide the service under this Schedule and shall so notify its Customers pursuant to this Schedule.

*** E. Breach of the Tariff Service Agreement**

The Company may suspend the Supplier's right to receive service under this Schedule for any breach of its agreement with the Company, including a breach of any obligation, representation, or warranty contained in this Schedule. The Company will notify the Supplier in writing by mail, e-mail, or fax, of the Company's intention to suspend the Supplier and the date of the suspension, which shall be no less than ten business days after the date of the notice. The Company shall cease to provide service to the Supplier under this Schedule on the date of suspension unless the Supplier corrects the breach to the Company's satisfaction or the ICC directs the Company to continue to provide service under this Schedule.

*** F. Suspension of Supplier by the Company**

The Company may suspend the Supplier's right to provide service under this Schedule for any action or inaction that could, in the sole judgment of the Company, affect safety. If the action or inaction is related to an immediate safety concern, the Company may immediately suspend the Supplier on a non-discriminatory basis and notify the Supplier of the suspension after the fact.

*** G. Termination of Service to a Supplier**

Service to a Supplier under this Schedule may be terminated if the Supplier does not comply with the provisions of applicable agreements, rates, riders, and the Company's Terms and Conditions or fails to pay any charges due to the Company; or if the Supplier cannot meet Pipeline criteria. Service to a Supplier may also be terminated if the Supplier's Certificate of Service Authority is revoked by the Commission, as applicable.

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*** 5. CUSTOMER GROUP ASSIGNMENT AND THE NOMINATION PROCESS**

*** A. Establishing a Customer Group**

Customer Groups shall conform to the requirements designated in Rider G. The Supplier, as part of the registration process, shall identify the number of Customer Groups to be established, by Pipeline(s). The Supplier may request additional Customer Groups by accessing the Company's web portal at amerenillinois.com.

*** B. Nomination Process**

- * 1. A nomination from a Customer or Supplier will be accepted when the following criteria are met:
 - * a. A valid enrollment from a Supplier authorized by a Letter of Agency (LOA) from the Customer, has been received and processed via EDI by the Company for Rider T transportation service.
 - * b. Customer has complied with Daily Usage Information Service requirements specified in the Gas Standards & Qualifications tariff, as applicable.
 - * c. Company has installed telemetry on the Customer's meter, as applicable.
 - * d. Customers receiving Service under rate GDS-2 or GDS-3 and Customers receiving Service under Rate GDS-5 which would normally qualify for service under Rate GDS-2 or GDS-3, are exempt from criteria b. and c. above.

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- * 2. All Rider T Nominations, including Intraday, shall be provided by the Supplier or CSM to the Company. Nominations shall be submitted and ranked using the Company's web portal at amerenillinois.com or other electronic method as designated by the Company. Nominations shall include but are not limited to items such as delivery date, DUNS number, volume, and Pipeline information. Customer may appoint a nominating agent, but the Customer retains responsibility for Nominations as described herein. The Maximum Daily Nomination for a daily or monthly balanced transportation Customer is 120% of Customers MDCQ. The Rider T Nomination deadlines are as follows:

a. Nomination Deadlines

1. **Day-Ahead**
Customer desiring a change of Nomination for transportation of Customer-Owned Gas shall notify Company by 11:30 a.m. Central prevailing time of the preceding business day, subject to confirmation by the Pipeline.
2. **Intra-Day**
Customer desiring a change in Nomination for transportation of Customer-Owned Gas after the Day-Ahead deadline specified above shall notify Company by 4:00 P.M. Central prevailing time of the preceding business day, subject to confirmation by the Pipeline. Company may accept such change to Customer's Nomination if the Company determines in its sole discretion that such a change to Nomination will not adversely impact the operation of the Company's gas system or adversely impact Company's purchase and receipt of gas for other Rates or Riders. The Company will use its best effort to accept Nominations for transportation of Customer-Owned Gas at all other times, subject to confirmation by the Pipeline.

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* 3. Same-Day
Customer desiring a change in Nomination for transportation of Customer-Owned Gas after the Intra-Day deadline specified above shall notify Company by 7:30 A.M. Central prevailing time of the business day on which the Nomination is to take effect, subject to confirmation by the Pipeline. Company may accept such change to Customer's Nomination if the Company determines in its sole discretion that such a change to Nomination will not adversely impact the operation of the Company's gas system or adversely impact Company's purchase and receipt of gas for other Rates or Riders.

* 3. If the Pipeline(s) final Daily Confirmed Nomination (DCN) does not match the Nomination(s) to the Company, the Company shall increase or decrease the Supplier Nomination(s) to the Company to match the Pipeline using a proration method. The proration method will be the default method and will increase or decrease the Nomination(s) to the Company as a percent of all applicable Account(s) Nomination(s). The Customer and/or Supplier may elect to rank nominations during the nomination process by accessing the Company's web portal at amerenillinois.com and indicating the ranking to be applied for their individual Account or respective Customer Group(s). The alternative application can be the same or different for an under or over condition.

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*** 6. BILLING, PAYMENT AND REMITTANCE**

A. Billing Options

The RGS shall have the option to include the Company's Delivery Services bill issued pursuant to this Schedule as part of the RGS's bill. The RGS may also choose to send its own bill for gas supply and to have Company send its bill to the Delivery Services Customer. The Company will not at this time provide billing services for the RGS. A RGS shall not provide this billing for any retail Customer which has a past due unpaid balance for bundled tariffed services provided by the Company to such Customer, unless such Customer has a legitimate billing dispute regarding such past due unpaid balance.

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B. Customer Specific Billing Information to Supplier

The Company will not release to the Supplier a Customer's credit or payment history or Customer's billed amounts in dollars, except as noted below, where specific written authorization to release this information has been received from the Customer and presented to the Company. A Supplier, who has a signed authorization from the Customer and is acting as an authorized agent of the Customer, may request Customer specific billing and usage information. A signed standard Broker Authorization Form is not sufficient authorization for release of this billing and usage information. After the request has been validated, a historical billing and usage report will be mailed or faxed to the Customer's billing address and/or to the address specified by the agent.

*** 7. SWITCHING AND TERMINATION**

*** A. Letter of Agency**

Supplier is required to obtain a signed Letter of Agency (LOA) as set forth in 220 ILCS 5/19-115 and 815 ILCS 505/2DDD from each Customer it intends to serve. Information contained on the LOA should be sufficient to ensure that the Customer agrees to change from one gas supply provider to another, and to authorize a Supplier access to the data necessary to facilitate such change and/or to provide said services as provided herein.

As an alternative to obtaining a written LOA, the Supplier may obtain the LOA in an electronic format or the Supplier may obtain proper third party verification of an oral authorization to change gas supply providers. The third party authorization must meet all requirements as set forth in 815 ILCS 505/2DDD.

*** B. Supplier Enrollment Procedures**

A Supplier shall initiate an enrollment by submitting a valid enrollment DASR to the Company to be effective as agreed in the LOA.

- * 1. For a Rider T eligible Account, the Supplier may either submit one enrollment DASR per Account number or one enrollment DASR per Service Point. For an Account-level enrollment, the enrollment DASR must include a valid Account number. For a Service Point-level enrollment, the enrollment DASR must include a valid Account number and a valid Service Point number associated with the Account. All usage associated with the gas Account or Service Point(s) on the Account will become pending to be enrolled upon validation of the enrollment DASR and assignment of the enrollment effective date.

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2. A Rider T eligible Account with multiple gas Service Points may have multiple Suppliers. One Service Point shall be associated with one Supplier at a time.
3. A Customer's Supplier must enroll an Account or Service Point by submitting a completed enrollment DASR, via EDI, to the Company.
 - a. Enrollment of Existing Account or Service Point to Rider T
 - * For a Rider T eligible Account or Service Point that has been established for at least three billing periods on Rider S, an enrollment DASR shall be submitted by the Supplier and processed by the Company no earlier than January 1st and no later than twelve business days prior to April 1st in order for the enrollment to be effectuated on May 1st. Once the Company processes a valid enrollment DASR, the Company shall provide written notice to the Customer notifying them of the switch and the name of the Supplier that will be providing Rider T gas supply service. Customers served under Rate GDS-2 or GDS-5 as of the switch request shall have the opportunity to rescind the switch within ten business days after the date on the notice. The last day of the rescission window must always precede April 1st by at least two business days in order for the switch to be effectuated on May 1st.
 - b. Change in Supplier of an Existing Rider T Account or Service Point

For an Account or Service Point that is already on Rider T, an enrollment DASR shall be submitted by the Supplier and received by the Company no earlier than 45 calendar days and no later than twelve business days prior to the requested change date. Once the Company processes a valid enrollment DASR, the Company shall provide written notice to the Customer notifying them of the switch and the name of the Supplier that will be providing Rider T gas supply service. Customers served under Rate GDS-2 or GDS-5 as of the switch request shall have the opportunity to rescind the switch within ten business days after the date on the notice. A Supplier change shall always be effectuated on a Rider T scheduled meter read date (1st day of month). The last day of the enrollment rescission window must always precede the requested change date by at least two business days in order for the enrollment to be effectuated on the requested change date.

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- c. Enrollment of a New Account or Service Point to Rider T
- * A Rider T eligible Account or Service Point can be assigned to Rider T upon commencement of service if the Customer's RGS provides written notification as required.
 - * For a Rider T eligible Account or Service Point that has billed less than three total billing periods on Rider S, an enrollment DASR shall be submitted by the Supplier and received by the Company no earlier than 45 calendar days and no later than twelve business days prior to the requested change date. Once the Company processes a valid enrollment DASR, the Company shall provide written notice to the Customer notifying them of the switch and the name of the Supplier that will be providing Rider T gas supply service. Customers served under Rate GDS-2 or GDS-5 as of the switch request shall have the opportunity to rescind the switch within ten business days after the date on the notice. A Supplier change shall always be effectuated on a Rider T scheduled meter read date (1st day of month). The last day of the enrollment rescission window must always precede the requested change date by at least two business days in order for the enrollment to be effectuated on the requested change date.

Details pertaining to switching supply service are provided in the Switching Rules and Procedures section of the Customer Terms and Conditions tariff.

All Accounts associated with a specific Supplier and Pipeline may be considered to be a Group pursuant to the availability and terms of Rider G - Group Balancing Transportation Service.

4. When a Supplier enrolls an Account or Service Point, Company will notify the Customer in writing of the scheduled enrollment and the name of the Supplier that will be providing gas supply service. If a Customer served under Rate GDS-2 or GDS-5 as of the switch request objects to the pending enrollment, such Customer may request a rescission of the pending enrollment. The rescission request must be made by the Customer to the Company during the ten business day customer enrollment rescission window.
5. If the Customer is currently receiving gas supply service from a Supplier and a new Supplier enrolls an Account or Service Point, then the Company will notify the current Supplier of the Account's or Service Point's drop effective date.

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6. The Supplier may rescind a pending enrollment and it shall be rescinded via EDI. The EDI transaction must be received from the Supplier and processed by the Company at least two business days prior to the requested switch date.
7. The Company shall accept and process the first valid enrollment DASR that it receives for an Account or Service Point for a particular enrollment effective date. The Company shall reject any subsequent conflicting enrollment DASR it receives for the same enrollment effective date. The Company shall reject such subsequent enrollment DASR or DASRs without notifying the Customer.
8. Delivery Services shall be priced and made available to all Customers on a nondiscriminatory basis regardless of whether the Customer chooses the Company, an affiliate of the Company, or another entity as its Supplier, in accordance with applicable ICC Rules.
9. The Company shall permit a Customer moving to a Point of Delivery in its Service Area to enroll to a Supplier as of the second meter reading date after commencement of service. The Customer's Supplier must submit an enrollment DASR to the Company in order to provide gas supply service pursuant to this tariff as well as the Customer Terms and Conditions.

C. Supplier Drop Procedures

Both a valid Service Point level drop DASR and a valid Account level drop DASR will be accepted by the Company for an eligible Rider T Account. Company must receive and process the drop DASR at least twelve business days but not more than 45 calendar days before the requested termination date.

If Company determines that the drop DASR contains all the required information, Company will notify the Customer in writing of the scheduled termination date.

A Supplier may rescind their pending drop and it shall be rescinded via EDI. The EDI transaction must be received from the Supplier and processed by the Company at least two business days prior to the effective termination date.

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A Customer may drop a Supplier and remain on Rider T by contacting the Company's call center. A drop request from a Customer must be received and processed by the Company at least twelve business days but no more than 45 calendar days before the requested termination date. Such Account or Service Point may only be dropped as of the first day of the next bill period. A Customer on Rider T without a Supplier shall receive gas supply priced pursuant to the daily or monthly cashout section of Rider T including penalty charges (as applicable) for up to two Billing Periods. If a Customer has not been enrolled by a new Supplier within two Billing Periods, Customer shall default to Rider S for supply service and will not be all allowed to return to Rider T service until the next enrollment period.

8. DISPUTE RESOLUTION

The Company shall give its Suppliers under these Terms and Conditions an opportunity to voluntarily address disputes in a manner described in the Ill. Adm. Code.

9. MISCELLANEOUS GENERAL PROVISIONS

A. Headings

The headings in this tariff are for convenience only and shall not be construed to be a part of, or otherwise to affect, this tariff.

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B. Confidential Data – Non-disclosure

1. The Company may not disclose any confidential information required to be submitted to it by the Supplier under this Schedule without the prior written consent of the Supplier. As used herein, the term “confidential information” shall include, but not be limited to, all business, financial and commercial information pertaining to the Supplier, its Customers, its suppliers, its personnel, any trade secrets or other similar information that is marked proprietary or confidential with the Supplier’s name. “Confidential information” shall not include information known to the Company prior to obtaining the same from the Supplier, information in the public domain, or information obtained by the Company from a third party. The Company shall use the same standard of care that it uses to preserve its own confidential information.
2. Notwithstanding the above paragraph, confidential information may be disclosed to any governmental, judicial or regulatory authority requiring such confidential information pursuant to any applicable law, regulation, ruling or order, provided that prior to such disclosure the Supplier is given prompt notice of the disclosure requirement so that it can take whatever action it deems appropriate to protect the confidentiality of the information. The Company shall cooperate with the Supplier to obtain disclosure of the confidential information so that it will receive confidential treatment by such governmental, judicial or regulatory authority.

C. Liability

The Company will use reasonable diligence in furnishing uninterrupted and regular gas service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro rata reduction of the monthly charges.

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The Company does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the Customer may sustain by reason of any failure or interruption of service, increase or decrease in pressure or change in character of gas supply, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall the Company be liable for any loss by Customer of production, revenues or profits or for any consequential damages whatsoever on account of any failure or interruption of service or increase or decrease in pressure or change in character of gas supply; nor shall the Company be liable for damages that may be incurred by the use of gas appliances or the presence of the Company's property on the Customer's Premises. Company is not responsible for or liable for damage to Customer's equipment or property caused by conditions not due to negligence of Company. The Company shall not be responsible or liable for any losses suffered due to the termination of service.

The Company shall not be responsible or liable for the failure of any other party to perform. Further, the Company is not liable to the Customer for any damages resulting from any acts, omissions, or representations made by the Customer's agent or other parties in connection with soliciting the Customer for third party supply or Delivery Service or performing any of the agent's functions in rendering third party supply or Delivery Service. In no event shall a Customer's agent be considered an agent on behalf of the Company.

The Company shall not be responsible nor liable for gas from and after the point at which it first passes to the pipes or other equipment owned or controlled by the Customer, and Customer shall protect and save harmless Company from all claims for injury or damage to Persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible and liable for all gas used on the Premises until notice of termination of service is received by the Company and Company shall have taken the final meter readings.

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The Company will not be responsible for damages for any failure, interruption or backfeed of the supply of gas, increase or decrease in pressure, or change in characteristics of gas supply.

The Company is not liable for any damages caused by the Company's conduct in compliance with or as permitted by the Company's Gas Service Schedule or other agreements, or any other applicable rule, regulation, order or tariff.

The Company shall endeavor to provide service connections to new Customers within a reasonable time and to furnish continuous service to Customers attached to the Company's facilities.

D. Supplier Indemnification of Company

The Supplier shall indemnify, defend and hold Company harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any Person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Supplier's delivery or non-delivery of gas.

E. Release of Account and Service Point Information to Supplier

1. Account and Service Point Specific Information.

A Supplier may obtain Customer specific Account and Service Point information from Company for active Accounts that may include the following information for up to the last 24 billing periods, as applicable; a) Customer Account gas usage, b) the Rate and Rider(s) by Service Point, c) the Maximum Daily Contract Quantity (MDCQ) by Service Point, and d) the gas main Maximum Allowable Operating Pressure by Service Point (MAOP). The Supplier that has proper Customer authority may obtain the information via EDI or via the Company's web site, amerenillinois.com.

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2. Ongoing Usage Information.

For each billing month that a Customer is enrolled with a RGS, the Company will provide to the RGS the monthly usage data for each Customer Account. The Company will send monthly consumption data and interval data via EDI.

3. Customer Specific Billing Information.

The Company will not release to the Supplier billed amounts in dollars or credit or payment history, except as noted below, where specific written authorization to release this information has been received from the Customer and presented to the Company. A Supplier, who has a signed authorization from the Customer and is acting as an authorized agent of the Customer, may request Customer specific billing and usage information. A signed standard LOA is not sufficient authorization for release of this billing and usage information. After the request has been validated, a historical billing and usage report will be mailed or faxed to the Customer's billing address or to the address specified by the agent. Interval data will be sent via e-mail.

4. No Release of Information.

No Supplier or other Person who has obtained Customer information provided by the Company shall release Customer information to any Person other than the Customer, except as provided in Section 2FFF of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2FFF).

5. Customer Information Center.

The Company will maintain and make available to Customers a list of Suppliers. The Company will maintain a customer call center where Customers can reach a representative and receive current information. The Company will periodically notify Customers on how to reach the call center.