

## Ameren Corporation Property Management Portal Terms and Conditions

This Agreement is entered into between a current or prospective user (the "Property Owner/Manager") of the Property Management Portal (the "Portal") and Ameren Corporation, including its subsidiaries (hereinafter referred to as "Company" and collectively referred to with the Property Owner/Manager as "Parties").

**WHEREAS**, the Property Owner/Manager, a participant in Ameren Corporations' Property Management Program (the "program") desires, pursuant to the terms of this Agreement, to have limited access to the Portal to obtain limited customer account information, including certain available electric and/or natural gas usage information of current or prospective tenants. Access to any of this information by Property Owner/Manager is pursuant to, and conditioned upon, each such tenant executing a Utility Addendum to Lease, which shall be made available to Property Owner/Manager by Ameren Corporation;

**And WHEREAS**, the Company desires to facilitate services for both Property Owner/Manager and customers/tenants;

**NOW, THEREFORE**, the Parties, having the authority and capacity to execute this Agreement, agree as follows:

1. **Purpose and Scope.** (A) The purpose and scope of this Agreement is to improve upon and expedite the process of starting utility service for the Property Owner/Manager's tenants, to aid Property Owner/Manager in retaining service between tenants and to enable Property Owner/Manager to provide utility service estimates for prospective tenants or purchasers; (B) By consenting to this Agreement, Property Owner/Manager is certifying that the nature of his/her/its business is leasing property to tenants as a Property Owner/Manager; (C) Property Owner/Manager further certifies by consenting to this Agreement that Property Owner/Manager will not endeavor to obtain any Company-held information as to customers of electric service without first having obtained the written authorization from the customer. Execution by tenant of a Utility Addendum to Lease shall satisfy this requirement; (D) Property Owner/Manager agrees to maintain copies of all written authorizations during the period Property Owner/Manager may obtain customer information (generally the lease term) and for a period of three (3) years thereafter.
2. **Customer/Tenant Eligibility.** Property Owner/Manager shall be responsible for retrieving any available customer information pursuant to Company's procedures, and shall in good faith approve the eligibility of each customer/tenant to start utility service with the Company based upon the Company's guidelines for eligibility.
3. **Internet Access.** Property Owner/Manager shall be responsible for entering the required customer/tenant information in the Portal for the customer/tenant to start and/or stop utility service with the Company. Company reserves the right to terminate Property Owner/Manager's access to any information made available under this Agreement if Company discovers, and in its sole judgment determines, that Property Owner/Manager has failed to comply with the terms of this Agreement, has provided inaccurate or misleading information, has violated any applicable law, regulation or utility tariff provision, or has failed to comply with the Company's security or confidentiality procedures. Company shall not be held responsible for violations of the law or this Agreement by Property Owner/Manager.
4. **Utility Addendum.** Property Owner/Manager agrees to provide customer/tenant with a copy of the signed Utility Addendum to Lease.
5. **Rejections.** The Company shall reserve the right to reject/refuse any customer/tenant for service in accordance with the Company's credit guidelines and any applicable statutes, rules or tariff provisions.
6. **Notification of Rejects.** The Company shall notify the Property Owner/Manager if a customer/tenant is rejected for service or when a customer/tenant is confirmed as eligible for service. Notification for confirmation of service shall be provided to the Property Owner/Manager within the Portal if the customer/tenant is approved for service with the Company.
7. **No Property Rights.** This Agreement is not intended to convey any rights or license to Property Owner/Manager except as specifically set forth herein and Property Owner/Manager agrees to use the information obtained through the Portal and the related software solely for the purposes set forth in this Agreement. Company reserves to itself all rights and ownership in the software, name of the program, and other property and proprietary rights that are the subject of this Agreement.
8. **No Agency or Joint Venture.** By this Agreement neither party is intending to confer on the other any form of agency or other right to bind any other party in any manner, or to form any joint venture or other business or legal combination.
9. **Amendments.** From time to time the Parties may amend any of the terms and conditions contained in this Agreement by a written amendment either signed by both parties or consented to by both parties electronically.
10. **Termination.** Company or Property Owner/Manager may terminate this Agreement at any time, subject to the notice provisions provided above in the Program Agreement section. Any termination of this Agreement shall not affect any obligations of Company and Property Owner/Manager arising prior to such termination, and Sections 3, 7, 8, 9, 15, 17 and 18 shall survive termination of this Agreement.

11. **Entire Agreement.** This Agreement is the complete and exclusive statement of the Agreement between Company and Property Owner/Manager as to the matters set forth therein. In the event any inconsistency of terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Company is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, provided the benefit of the bargain is not lost in the sole discretion of either party. The Company shall incur no liability to Property Owner/Manager as a result of such inconsistency or amendment.

12. **Non-Assignment.** Neither party may assign this Agreement or any of the rights or duties hereunder to any person without the other party's prior written consent which shall not be unreasonably withheld. Notwithstanding the foregoing, the Company may assign this Agreement to an affiliated entity or successor to substantially all of its assets without the Property Manager/Owner's consent.

13. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns.

14. **No Third Party Benefit.** This Agreement is not for the benefit of any other person, and no other person shall have any right against Property Manager/Owner or Company hereunder.

15. **Electronic Consent.** By using the services governed by this Agreement or consenting to this Agreement electronically Property Manager/Owner agrees to be as bound by this Agreement as if Property Owner/Manager had executed this Agreement by affixing his/her signature.

16. **No Liability.** Company is not responsible for any damages, either actual or consequential, to Property Owner/Manager or any other entity due to any malfunction of the Company's electronic network or of any Internet interconnection.

17. **Titles.** The Section titles of this Agreement have been inserted for convenience only and are not intended to be used for interpreting the meaning of this Agreement.

18. **Governing Law.** This Agreement shall be governed by applicable state law without reference to conflict of law principles.