

Retail Gas Supplier Tariff Service Agreement

This Agreement (“Agreement”), executed _____ (date), is entered into by and between Ameren Illinois Company d/b/a Ameren Illinois (“Company”), an Illinois corporation, and _____ (company name) (“RGS”), a _____ (state) corporation or business entity. From time to time, Company and RGS may be referred to individually as “Party” and collectively as “Parties.”

WITNESSES

WHEREAS, Company is a public utility, as defined the Public Utilities Act, and is engaged in the sale and distribution of natural gas for public use.

WHEREAS, Illinois law envisions that natural gas utilities work with, and provide certain services to, Retail Gas Suppliers (“RGSs”), as those entities are defined in the Company’s Supplier Terms and Conditions Tariffs (“RGS Tariffs”), which have recently been approved by the Illinois Commerce Commission; and

WHEREAS, those RGS Tariffs provide the general terms under which the Company will provide services to RGSs; and,

WHEREAS, the Parties now desire to set forth additional terms and conditions under which services will be provided by Company to RGS; and,

WHEREAS, it is the intent of Company, for the convenience of the Parties, that execution of this Agreement will enable the aforementioned RGS to obtain services under Company’s RGS Tariffs;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties agree to the following:

ARTICLE I COMMON TERMS AND CONDITIONS

Section 1. General

- 1.1 The Parties named herein are bound by the terms and conditions set forth herein, as well as by the terms and conditions of the Company’s RGS Tariffs as currently filed and as may be amended in the future. The terms and conditions of the Company’s RGS Tariffs, including all definitions contained therein, are fully incorporated herein and made a part hereof for all purposes. In the event of any conflict between this Agreement and the RGS Tariffs, the terms of the RGS Tariffs shall govern.

- 1.2 Representations and Warranties. The RGS hereby makes the following representations and warranties to the Company:
 - 1.2.1. RGS is certified to conduct business in the State of Illinois as required by the Illinois Secretary of State and all other applicable state and local offices, entities and/or authorities;
 - 1.2.2. If the RGS is an Alternative Gas Supplier ("AGS"), that it is certified by the Illinois Commerce Commission and that it is in compliance with all applicable federal, state and local laws, as well as the applicable rules and regulations of the Illinois Commerce Commission, particularly those found at Section 19-110 of the Illinois Public Utilities Act and Title 83, Parts 501 and 551 of the Illinois Administrative Code;
 - 1.2.3. The RGS has received and read the RGS Handbook provided by Company to RGS;
 - 1.2.4. The information provided to the Company by the RGS during the Registration Process pursuant to the RGS Handbook is correct and the RGS will promptly inform the Company of any changes in such Information;
 - 1.2.5. All natural gas supply delivered by the RGS into the Company's system shall be of the character commonly known as therms and shall be delivered to the Company's system in a commercially acceptable condition and manner;
 - 1.2.6. The RGS will not, either directly or indirectly, engage in, participate in or encourage or assist others to engage or participate in the practice of transferring customers without authorization, commonly referred to as "slamming";
 - 1.2.7. The RGS has complied with the terms of and meets the minimum requirements for Credit Security as is outlined in the RGS Handbook and is not subject to any claim or action in bankruptcy.
- 1.3 Customer Self-Manager ("CSM"). For the limited purposes set forth in Section 4.B. of the RGS Tariffs, and to ensure compliance with the requirements of that section, a CSM shall be treated as a Supplier.
- 1.4 The RGS will comply with the Electronic Data Interchange (EDI) requirements set forth in Exhibit A.
- 1.5 The RGS will comply with the Cybersecurity Terms and Conditions set forth in Exhibit B

Section 2. Term

- 2.1 The term of this Agreement shall commence on the date of the execution by both Parties and shall terminate on the earliest of the following:
- (1) The effective date of any termination of the right of the RGS to provide energy services in the state of Illinois;
 - (2) The date the RGS terminates this Agreement by providing the Company thirty (30) days written notice; or
 - (3) The date Company suspends service pursuant to the provisions of the RGS Tariffs.
- 2.2 Notwithstanding the foregoing, service under this Agreement shall not commence until the latest of the following:
- (1) The date this Agreement is executed by the Parties;
 - (2) The date that the RGS complies with the credit requirements established by the Company pursuant the RGS Handbook; or
 - (3) The date that any other registration or agreement, required to be in place pursuant to the RGS Tariffs, becomes effective.

Section 3. Liability and Indemnification

- 3.1. The Company shall, in a commercially reasonable manner, endeavor at all times to provide regular and uninterrupted Supply Services under the RGS Tariff, but, in case such services shall be interrupted, irregular or defective or fail, for causes beyond the Company's control, the Company shall not be liable therefor.
- 3.2. The RGS 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 RGS' delivery or non-delivery of services to its customers, including but not limited to any such claims and actions relating to the Company's disconnection of service for the RGS' failure to deliver services.

Section 4. Assignment and Delegation

- 4.1. Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No consent shall be necessary for an assignment to a successor in the operation of a substantial portion of a Party's Illinois properties by reason of a reorganization, merger, consolidation, sale or foreclosure. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee or released by other Party. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 4 shall be void.

Section 5. Entire Agreement

- 5.1. This Agreement consists of, in its entirety, this RGS Tariff Service Agreement, and the Company's RGS Tariff, as such Tariffs currently exist and as such Tariffs may be modified in the future. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.

Section 6. Enforceability

- 6.1. If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 7. Notices

- 7.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) email; (b) U.S. Mail, first class postage pre-paid or certified mail, (c) facsimile, or (d) Federal Express or similar overnight courier delivery. Such notices shall be provided as follows:

For notice to Ameren Illinois:

Mailing Address: Ameren Illinois Company
Attn.: End User Transportation
10 Executive Drive
MC 910
Collinsville, IL 62234

Delivery Address: Same as above

Fax: 314-259-3195
E- mail: endusertransportation@ameren.com

For notice to the RGS:

Company Name: _____

Attn: _____

Mailing Address: _____

Delivery Address: _____

Phone: _____

Fax: _____

E- mail: _____

7.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

Section 8. Billing

8.1 A bill for services rendered to the RGS under the RGS Tariffs shall be rendered monthly. Bills are due and payable, including interest on unpaid amounts, pursuant to the RGS Tariffs.

Section 9. Miscellaneous

- 9.1 Waiver. Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

- 9.2 Dispute Resolution. In the event of a dispute in regard to the terms or application of the RGS Tariff, the Parties may choose to use the Voluntary Alternative Dispute Resolution procedures outlined in the RGS Handbook.

- 9.3 Applicable Law and Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of Illinois. Except for matters and disputes with respect to which the Illinois Commerce Commission is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in Illinois shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

- 9.4 Not a Joint Venture. The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

The Parties have executed this Agreement on the dates indicated below.

On Behalf of Company

By: _____
Name: _____
Title: _____
Date: _____

On Behalf of RGS

By: _____
Name: _____
Title: _____
Date: _____

Electronic Data Interchange (EDI) Trading Partner Agreement Exhibit A

Section 1. Prerequisites

- 1.1 Electronic Transactions. Each Party may electronically transmit to or receive from the other Party certain specified Electronic Transactions as listed in Appendix A, and as the same may be modified from time to time, which are compliant with ANSI X12 Standards. The receiving Party in receipt of an Electronic Transaction not in conformance with ANSI X12 Standards and/or the listing of Electronic Transactions set forth in Appendix A shall promptly notify the sending Party of the nonconformance. Each Party may rely on the information contained in an Electronic Transaction to the same extent as if such information had been transmitted on paper. By separate arrangement, the Parties may also conduct other electronic transactions. An electronic transaction is the specific message format exchanged between originator and recipient, usually an electronic message sequence that relates to a specific type of business document.
- 1.2 Scope of the Agreement. This Exhibit A shall govern and apply only to Electronic Transactions transmitted by or from either Party to the other in connection with the Illinois gas supply choice program, pursuant to the Ameren Illinois Company's tariffs on file pursuant to the Illinois Public Utilities Act.
- 1.3 Third Party Service Providers.
 - 1.3.1 Electronic Transactions will be transmitted electronically to each Party either directly or through any third party service provider ("Provider") with which either Party may contract on its own behalf. Either Party may modify its election to use, not use or change its Provider upon 30 days prior written notice to the other Party.
 - 1.3.2 Each Party shall be responsible for the costs and performance of any Provider with which it contracts.
 - 1.3.3 Each Party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling documents, or performing related activities, for such Party; provided, that if both the Parties use the same Provider to effect the transmission and receipt of an Electronic Transaction, the originating Party shall be liable for the acts or omissions of the Provider as to such Electronic Transaction.
- 1.4 System Operations. Each Party, at its own expense, shall be responsible for and/or provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Electronic Transactions. A Party shall not be liable or responsible for any damages, losses, claims, or injury suffered or incurred by the other Party resulting from any failure, malfunction, or

inadequacy of such other Party's equipment, software, services, or testing. Each Party shall utilize due diligence in repairing, replacing or otherwise returning to good working order its equipment, software, or other system components which are necessary to effectively and reliably transmit and receive Electronic Transactions. Each Party shall notify the other as soon as practicable when it is unable to receive or transmit Electronic Transactions and when its ability to resume Electronic Transactions is restored. In the event that either Party is unable to transmit and/or receive Electronic Transactions effectively and such condition is expected to persist beyond two business days, the Parties shall within two business days establish an alternative method of communicating the information which would have been contained in Electronic Transactions.

- 1.5 Security Procedures. Each Party shall properly use those security procedures that are reasonably sufficient to ensure that all transmissions of Electronic Transactions are authorized and to protect its business records and data from improper access.
- 1.6 Freedom from Computer Viruses. The Parties shall use reasonable efforts to ensure that electronic transactions are free of, but not limited to, the following: computer viruses or other computer software code or routine designed to disable, damage, impair or electronically repossess or erase programs or data files which can cause damage to a Party's computer systems and/or operations. Either Party will promptly notify the other if such destructive logic is detected in Electronic Transactions that it transmits or receives.
- 1.8 Back-up Data. The Parties agree to maintain adequate back-up files to recreate transmissions as required. Back-up files shall be subject to this Agreement to the same extent as original data. Electronic Transactions shall be retained for such periods as required by relevant state and federal requirements.
- 1.9 Testing.
 - 1.9.1 Electronic Transactions will not be authorized by either Party until subjected to reasonable testing to ensure compliance with testing requirements as defined by Ameren Illinois Company.
 - 1.9.2 Following acceptance for production use, additional testing may be required by a Party in response to a change in the system environments including, but not limited to: installation of a new application system, installation of a new EDI translator, or implementation of a new EDI version. Additional testing shall adhere to the standard testing procedures employed by Ameren Illinois Company.
- 1.10 Time Convention. All transactions, schedules, notices, requirements, and deadlines pursuant to this Exhibit A shall be based on Central Standard Time or Central Daylight Saving Time, whichever is the prevailing time within the State of Illinois.

- 1.11 EDI Profile. Prior to transmitting Electronic Transactions, the RGS agrees to complete and return to Ameren Illinois Company an Electronic Data Interchange (EDI) Profile in such form as specified by Ameren Illinois Company. The EDI Profile shall contain data necessary to establish electronic communications between the Parties. Each Party shall provide timely updates or revisions to the data contained in its EDI Profile whenever such data changes are consistent with the provisions of Sections 1.3 and 1.4 of this Exhibit A.

Section 2. Transmissions.

- 2.1 Proper Receipt. Electronic Transactions shall not be deemed to have been properly received, and no Electronic Transactions shall give rise to any obligation, until accessible to the receiving Party and verification confirmed in accordance with Article 2.3 of this Exhibit A. Electronic Transactions received after 5:00 P.M. Central Prevailing Time shall be considered received on the following business day. Each Party shall access and review the contents of its electronic mailbox at least once per business day for purposes of receiving Electronic Transactions and providing verification pursuant to Section 2.2 below.
- 2.2 Verification. Upon proper receipt of any Electronic Transaction, the receiving Party shall, within two business days, properly transmit a functional acknowledgment (“FA”) in return, in standard format as specified in Appendix A. An FA shall constitute conclusive evidence that an Electronic Transaction has been properly received. An FA is not an acceptance or a status report.
- 2.3 Responses. If a response to an Electronic Transaction is required, any such Electronic Transaction which has been properly received shall not give rise to any obligation unless and until the Party initially transmitting such Electronic Transaction has properly received in return a response Electronic Transaction, as specified in Appendix A.
- 2.4 Garbled Transmissions. If any properly transmitted Electronic Transaction is received in an unintelligible or garbled form, the receiving Party shall promptly notify the originating Party (if identifiable) in a reasonable manner. In the absence of such a notice, the originating Party’s records of the contents of such electronic transaction shall control, unless the identity of the originating Party cannot be determined from the received Electronic Transaction.

Section 3. General Transaction Terms.

- 3.1 Terms and Conditions. Any Electronic Transaction made pursuant to this Exhibit A shall also be subject to the terms and conditions included in Ameren Illinois Company’s applicable tariffs that may be approved by the Illinois Commerce Commission (ICC) from time to time. The Parties acknowledge that the terms and conditions set forth in Ameren Illinois Company’s tariffs may be or may become inconsistent, or in conflict with this Exhibit A, but agree that any conflict or dispute

that arises between the Parties in connection with any such Electronic Transaction will be resolved as if such Electronic Transaction had been effected through application of the tariffs. Any inconsistency between this Exhibit A and any ICC Orders shall be resolved by giving precedence to the ICC Orders and then to this Exhibit A.

3.2 Confidentiality. Electronic Transactions and other communications related to Electronic Transactions pursuant to this Exhibit A shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records.

3.3 Validity and Enforceability.

3.3.1 This Exhibit A is part of the Agreement that has been executed by the Parties to evidence their mutual intent to create binding transactions pursuant to the electronic transmission and receipt of Electronic Transaction information specifying certain applicable terms regarding the Illinois gas supply choice program activities of Ameren Illinois Company and the RGS.

3.3.2 The Parties agree that correspondence and documents electronically transmitted pursuant to this Exhibit A shall be construed to be in conformance with all requirements set forth in Ameren Illinois Company's tariffs.

3.3.3 Any Electronic Transaction and any information contained in the Electronic Transaction, properly transmitted pursuant to this Exhibit A, shall be considered to be a "writing" or "in writing", and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.3.4 The conduct of the Parties pursuant to this Exhibit A, including the use of Electronic Transactions properly transmitted pursuant to this Exhibit A, shall, for all legal purposes, evidence a course of performance accepted by the Parties in furtherance of the agreements set forth in this Exhibit A.

3.3.5 The Parties agree not to contest the validity or enforceability of Electronic Transactions under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the Party to be bound thereby. Electronic Transactions, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of copies of Electronic Transactions on the basis that signed documents were not originated or maintained in documentary form.

Section 4. Miscellaneous.

- 4.1 Headings. Headings or titles of the provisions in this Exhibit A are for convenience only and shall have no effect on the provisions of this Agreement.
- 4.2 Force Majeure. No Party shall be liable for any failure to perform its obligations in connection with any electronic transaction where such failure results from any act of God or other cause beyond such Party's reasonable control which prevents such Party from transmitting or receiving any Electronic Transaction.
- 4.3 Exclusion of Damages. Neither Party shall be liable for any damages except when caused by gross negligence on its part, in which case, the liability to the other Party shall be limited to the amount of direct damage actually incurred, including reasonable attorney's fees. In no event shall a Party be liable to the other Party for any indirect, special, incidental, exemplary, consequential, or punitive damages or any loss of production, revenue, or profit in connection with any act or omission in its performance of the obligations set forth in this Exhibit A, any Electronic Transaction or any document including, but not limited to, arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any Electronic Transaction pursuant to this Exhibit A, even if such Party has been advised of the possibility of such damages.

Electronic Data Interchange (EDI) Trading Partner Agreement Exhibit B

Cybersecurity Terms and Conditions

Definitions

“Ameren Data” shall mean any data and information, regardless of form or medium, used, accessed, processed or available for any use by Company or its Affiliates (including Company Affiliates) or by an authorized third party, and shall broadly include any and all Company-owned or licensed data or intellectual property, confidential or proprietary data or information or operational or financial data or information of Company or its Affiliates (including Company Affiliates), customer data, employee data, retiree data, shareholder data, and privacy data including , but not limited to, one or more of the following types of data: (a) Cardholder data as defined in the Payment Card Industry (“PCI”) standards as the credit card account number or Primary Account Number (“PAN”), cardholder name, card expiration date, and the service code; (b) Electronic Protected Health Information (“ePHI”) – any protected Personal Health Information (“PHI”) which is stored, accessed, transmitted, or received electronically; (c) Energy Usage – electric and natural gas usage data gathered by Company’s metering systems; (d) Personal Information, as defined below; (e) Non-Public Personal Information – as defined in the Gramm-Leach-Bliley Act of 1999; (f) Protected Health Information (“PHI”) – as defined in the Health Insurance Portability and Accountability Act (“HIPAA”) or personal health information that identifies an individual and relates to an individual’s past, present, or future physical or mental health, the provision of health care to an individual or the past, present, or future payment for health care; (g) Critical Energy Infrastructure Information – as defined by Federal Energy Regulatory Commission (“FERC”) regulations; (h) Information determined to be market-sensitive by FERC; (i) Bulk Cyber System Information – as defined by the North American Electric Reliability Corporation; (j) Chemical-Terrorism Vulnerability Information – as defined by the Department of Homeland Security’s Chemical Facility Anti-Terrorism Standards; (k) Information deemed sensitive by the Nuclear Regulatory Commission; and (l) Information deemed sensitive by the Illinois Commerce Commission and other applicable state statutes, regulations, or administrative orders. Ameren Data shall also include any and all data, documentation, methods, processes, materials, and all other information related to employees, shareholders, retirees, customers, contractors and/or suppliers of Company or its Affiliates, or utilized by Company or its Affiliates as part of its/their businesses or operations.

“Disclosed” means any circumstance when the security, integrity, or confidentiality of any Company Information has been compromised, including but not limited to incidents where Company Information has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose.

“Malware” shall mean the software used for disrupting computer operations, unauthorized altering or destroying of any information, gathering unauthorized sensitive

information, and gaining unauthorized access to computer systems. Malware is commonly taken to include computer viruses, worms, Trojan horses, bots, root kits, spyware, ransomware, and adware.

“Security Incident” means any circumstance when (i) RGS knows or reasonably believes that Company Information hosted or stored by the RGS has been Disclosed; (ii) RGS knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services provided to Company by RGS or the physical, technical, administrative, or organizational safeguards protecting RGS's systems or Company's systems storing or hosting Company Information; or (iii) RGS receives any complaint, notice, or communication which relates directly or indirectly to (A) RGS's handling of Company Information or RGS's compliance with the data safeguards in this Agreement or applicable law in connection with Company Information or (B) the cybersecurity of the products and services provided to Company by RGS.

Article B1 Data Protection

RGS shall only process, transfer, or store data as authorized by Company.

All Ameren Data must be encrypted at all times and protected against unauthorized access, disclosure, modification, or deletion.

Company or its third-party designee may, but is not obligated to, perform audits and security tests of RGS's IT or systems environment and procedural controls to determine RGS's compliance with the system, network, data, and information security requirements of this Agreement. These audits and tests may include coordinated security tests, interviews of relevant personnel, review of documentation, and technical inspection of systems and networks as they relate to the receipt, maintenance, use, retention, and authorized destruction of Ameren Data. RGS shall provide all information reasonably requested by Company in connection with any such audits and shall provide reasonable access and assistance to Company upon request. RGS will comply, within reasonable timeframes at its own cost and expense, with all reasonable recommendations that result from such inspections, tests, and audits. Company reserves the right to view, upon request, any original security reports that RGS has undertaken or commissioned to assess RGS's own network security. If requested, copies of these reports will be sent via bonded courier to Company security contact. RGS will notify Company of any such security reports or similar assessments once they have been completed. Any regulators of Company or its affiliates shall have the same rights of audit as described herein upon request.

RGS shall require data privacy and security training for personnel.

To the extent permissible by law, RGS shall be responsible to ensure that RGS and its Subcontractors shall at all times maintain and enforce lawful policies and procedures to verify that the individuals assigned by RGS or its Subcontractors to perform Services or Deliverables do not have criminal conviction histories or have impairments associated with the use of alcohol and “controlled substances” (as defined by Section

812 of the Controlled Substances Act, as amended) that would render such individuals unqualified to competently and safely (as to themselves and Company's employees and customers) perform the Services or Deliverables. RGS, on behalf of itself and its Subcontractors, shall provide to Company any documents requested by Company to verify that RGS and its Subcontractors are in compliance with this provision, and Company has the right to require that the verifications required by this provision be refreshed from time to time.

In all instances where RGS will have access to Ameren Data, networks, systems, and/or software, RGS shall disclose or provide access to Ameren Data, networks, systems, and software only to authorized and agreed upon agents who have a need to have access to such Ameren Data, networks, systems, and/or software in order to provide Deliverables and Services under this Agreement.

RGS shall not grant access to Ameren Data to a third party without prior written authorization from Company.

RGS will immediately take all steps necessary to remove RGS Personnel's access to any Ameren Data, systems, networks, or property when:

- (i) any RGS Personnel no longer requires such access in order to furnish the services or products provided by RGS under this Agreement,
- (ii) any RGS Personnel is terminated or suspended or his or her employment is otherwise ended,
- (iii) RGS reasonably believes any RGS Personnel poses a threat to the safe working environment at or to any Company property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or employee or Ameren Data,
- (iv) there are any material adverse changes to any RGS Personnel's background history, including, without limitation, any information not previously known or reported in his or her background report or record,
- (v) any RGS Personnel fails to maintain conduct in accordance with Company policy,
- (vi) any RGS Personnel loses his or her U.S. work authorization, or
- (vii) RGS's provision of products and services to Company under this Agreement is either completed or terminated, so that Company can discontinue electronic and/or physical access for such RGS Personnel.

RGS will take all steps reasonably necessary to immediately deny such RGS Personnel electronic and physical access to Ameren Data as well as Company property, systems, or networks, including, but not limited to, removing and securing individual credentials and access badges, RSA tokens, and laptops, as applicable, and will return to Company

any Company-issued property including, but not limited to, Company photo ID badge, keys, parking pass, documents, or laptop in the possession of such RGS Personnel. RGS will notify Company at [insert contact information] once access to Ameren Data as well as Company property, systems, and networks has been removed.

RGS shall, upon written request from Company or when the Agreement ends, return or destroy Ameren Data within thirty (30) calendar days. When such Ameren Data is destroyed, RGS will provide evidence of such destruction reasonably satisfactory to Company, such as a certificate or attestation of the destruction. Destruction of Ameren Data will be performed using industry-approved and certifiable methods in a manner appropriate for the data, device, or material type being destroyed, ensuring that the destroyed item(s) cannot be re-assembled, re-constructed, or retrieved in any way. Notwithstanding the foregoing, in the event that RGS's document retention and destruction practices render the foregoing obligations impractical or impossible within thirty (30) calendar days, RGS shall comply with such requirement at its earliest opportunity and shall advise Company in writing of its efforts to preserve and protect Ameren Data. In addition, during such period, RGS shall ensure that Ameren Data is not disclosed or otherwise disseminated to third parties, and shall be responsible for any such claims arising out of such disclosure or dissemination. This obligation shall survive termination or expiration of this Agreement.

All Ameren Data maintained and the Services performed involving such Ameren Data must be retained and performed within the United States ("U.S."), unless Company is notified in advance by RGS and has agreed in writing that the Ameren Data may be maintained or Services may be performed at the indicated non-U.S. location(s). Such approval may be revoked by Company in whole or in part at any time.

RGS shall notify Company within twenty four hours at Company's Network Operations Center by telephone (314.554.4357) and email (cybersafe@ameren.com), and subsequently via written letter (1901 Chouteau Avenue MC280, Saint Louis, Mo 63103), whenever a Security Incident occurs. The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) why the Security Incident occurred (e.g., a precise description of the reason for the system failure), (b) the amount of Ameren Data known or reasonably believed to have been Disclosed, and (c) the measures being taken to address and remedy the occurrence to prevent the same or a similar event from occurring in the future. RGS shall provide written updates of the notice to Company addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances.

In the event that Malware is introduced into any Company network, system, software, or Ameren Data through any fault of RGS, then RGS shall promptly provide assistance to Company as requested to remove, quarantine, or remedy the effect of such Malware at RGS's expense

Electronic Data Interchange (EDI) Trading Partner Agreement Appendix A

Electronic Transactions

The Supplier or the EDI Vendor for the Supplier may initiate the following Electronic Transactions:

(Note that the Supplier/EDI Vendor must also respond to EDI 814 transactions initiated by Ameren Illinois Company ("Ameren") described below.

| | Illinois EDI 814 Enrollment Request | Illinois EDI 814 Drop Request | Illinois EDI 814 Historical Usage Request | Illinois EDI 814 Change Request |
|---|-------------------------------------|-------------------------------|---|---------------------------------|
| Version Release? | 4010 | 4010 | 4010 | 4010 |
| Functional Acknowledgement from Ameren? (EDI 997) | Yes | Yes | Yes | Yes |
| Return Response from Ameren? | Yes | Yes | Yes | Yes |
| Response Date? | Within 2 Business Days | Within 2 Business Days | Within 2 Business Days | Within 2 Business Days |

| | Illinois EDI 810 Bill Ready | Illinois EDI 820 Remittance for Supplier Consolidated Billing (a.k.a. Single Bill Option / "SBO") | Illinois EDI 824 Application Advice |
|---|-----------------------------|---|-------------------------------------|
| Version Release? | 4010 | 4010 | 4010 |
| Functional Acknowledgement from Ameren? (EDI 997) | Yes | Yes | Yes |
| Return Response from Ameren? | No | No | No |
| Response Date? | N/A | N/A | N/A |

| | Illinois EDI 867 Monthly Usage Data (MSP Only) | Illinois EDI 650 Meter Characteristics (MSP Only) |
|---|--|---|
| Version Release? | 4010 | 4010 |
| Functional Acknowledgement from Ameren? (EDI 997) | Yes | Yes |
| Return Response from Ameren? | No | No |
| Response Date? | N/A | N/A |

Ameren may initiate the following Electronic Transactions:

(Note that Ameren must also respond to EDI 814 transactions initiated by the Supplier/EDI Vendor described above.)

| | Illinois EDI 814 Enrollment Request | Illinois EDI 814 Drop Request | Illinois EDI 814 Reinstatement Request | Illinois EDI 814 Change Request |
|---|-------------------------------------|-------------------------------|--|---------------------------------|
| Version Release? | 4010 | 4010 | 4010 | 4010 |
| Functional Acknowledgement from Supplier or EDI Vendor? (EDI 997) | Yes | Yes | Yes | Yes |
| Return Response from Supplier or EDI Vendor? | Yes | Yes | Yes | Yes |
| Response Date? | Within 2 Business Days | Within 2 Business Days | Within 2 Business Days | Within 2 Business Days |

| | Illinois EDI 867 Historical and Ongoing Monthly Usage Data | Illinois EDI 810 Invoice for Supplier Consolidated Billing (a.k.a. Single Bill Option / “SBO”) | Illinois EDI 810 Rate Ready | Illinois EDI 820 UCB/POR Remittance |
|---|--|--|-----------------------------|-------------------------------------|
| Version Release? | 4010 | 4010 | 4010 | 4010 |
| Functional Acknowledgement from Supplier or EDI Vendor? (EDI 997) | Yes | Yes | Yes | Yes |
| Return Response from Supplier or EDI Vendor? | No | No | No | No |
| Response Date? | N/A | N/A | N/A | N/A |

| | Illinois EDI 824 Application Advice | Illinois EDI 867 Delivery Profile |
|---|-------------------------------------|-----------------------------------|
| Version Release? | 4010 | 4010 |
| Functional Acknowledgement from Supplier or EDI Vendor? (EDI 997) | Yes | Yes |
| Return Response from Supplier or EDI Vendor? | No | No |
| Response Date? | N/A | N/A |