COLUMBIA GAS OF PENNSYLVANIA, INC.
CUSTOMER CHOICE[SM] PROGRAM
CUSTOMER INFORMATION TERMS AND CONDITIONS

Natural Gas Supplier ("NGS") represents and warrants that it is authorized to provide natural gas supply service in Columbia Gas of Pennsylvania, Inc.'s ("Columbia") certificated service territory. NGS understands that Columbia may disclose customer information ("CI") only with respect to customers who have not exercised their right to restrict the release of their account related information. Subject to these Terms and Conditions, Columbia is willing to provide NGS access to certain CI via its website and any successor site (collectively, the "Site").

The CI, collectively and in part, to which Columbia shall provide access is referred to herein as the "Eligible Customer List." Eligible Customer Lists are prepared using real time data, using commercially reasonable efforts, and based on the information that is available in Columbia's customer information system at the time of processing. The NGS is required to review each Eligible Customer List made available by Columbia to ensure all NGS marketing and other efforts are in compliance with all applicable legal and regulatory requirements.

Such lists will be updated monthly and may only be used until a new Eligible Customer List is posted by Columbia. After a subsequent list is released, any prior Eligible Customer List cannot be used and must be destroyed. The NGS agrees that at the time it ceases to participate in the Customer CHOICE[SM] Program, for whatever reason, any Columbia Eligible Customer List held by the NGS shall be destroyed. Under these Terms and Conditions, any required destructions of Eligible Customer Lists shall be accomplished using a method that results in the Eligible Customer List being destroyed so that it cannot practicably be read or reconstructed.

The NGS agrees to use the Eligible Customer Lists only for marketing and solicitation efforts in relation to the Customer CHOICE[SM] Program (the "Purpose"). The NGS agrees that it shall never use such data as a marketing device or for any other purpose outside the Customer CHOICE[SM] Program. NGS expressly agrees that it shall reveal the Eligible Customer List only to those employees or contractors of NGS who require such access in order to perform services in support of the Customer CHOICE[SM] Program and who have been advised of the confidentiality and nondisclosure obligations associated with such information. The Eligible Customer List will be handled in a manner consistent with Pennsylvania law including, but not limited to, the orders, regulations and directives of the Pennsylvania Public Utility Commission and Columbia's tariff, as each may be in effect from time to time.

NGS agrees and affirms that it is obligated to safeguard the security and confidentiality of any Eligible Customer List.

NGS and its contractors shall upon discovery of any breach of security or unauthorized access, immediately: (i) notify Columbia of any such event or any suspected occurrence of such an event; (ii) investigate and take corrective action in response thereto; and (iii) provide assurance to Columbia's reasonable satisfaction that such activities or breach or potential breach shall not reoccur.

By using the Site, NGS agrees to these Terms and Conditions as well as the Terms of Use that are accessible through the link at the bottom of the first page of the Site and incorporated by

reference herein.

NGS will not undermine or circumvent any security features of the Site including, but not limited to, sharing or disclosing login and/or password information other than to authorized users in order to carry out the Purpose.

NGS will require its authorized users to use a password or access identification as are required by Columbia. NGS will not disclose or permit the disclosure of such items to any third-party or any NGS personnel that are not permitted, as necessary, to access the Site.

NGS will be responsible for any user using a password or access identification that is provided or made available by NGS or where such user is otherwise acting on behalf of NGS.

NGS agrees that it and all such users shall comply with the terms of these Terms and Conditions and all applicable laws, including, but not limited to, all data security and privacy laws and regulations.

NGS will provide necessary and appropriate training on the proper use of the Site and the Eligible Customer Lists to all such users.

Columbia will immediately deactivate the password and access privileges of any NGS user who violates these Terms and Conditions or who is no longer authorized to access the Site.

NGS will immediately notify Columbia of any violation of these Terms and Conditions.

NGS will defend and indemnify Columbia, and otherwise be held strictly responsible, for any misuse or unauthorized disclosure of any Eligible Customer List or CI or any violation of these Terms and Conditions that results from its or its agents or representatives' actions or inactions. NGS's obligations under the foregoing sentence shall survive the termination or expiration of NGS's access to the Site.

COLUMBIA PROVIDES ACCESS TO THE SITE ONLY ON AN "AS IS" BASIS AND WITH ALL FAULTS AND WITH NO WARRANTIES. COLUMBIA EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER IMPLIED OR EXPRESSED.

Columbia may terminate NGS's access to the Site at Columbia's discretion. Columbia will use commercially reasonable efforts to provide NGS advanced notice of Columbia's decision to terminate.

Columbia may modify or amend these Terms and Conditions upon providing notice to NGS. NGS's obligations under these Terms and Conditions shall survive the termination or expiration of NGS's access to the Site.

Agreed and accepted:
Columbia Gas of Pennsylvania, Inc

Signature: _____
Name: _____
Title: _____
Date: _____

Agreed and accepted:
Supplier Name: _____

Signature: _____
Name: _____
Title: _____
Date: _____