

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S SECOND REQUEST FOR INFORMATION
DATED AUGUST 4, 2023

1. Refer to Columbia Kentucky's response to Commission Staff's Second Request for Information (Staff's Second Request), Item 1. Provide the name, invoice and contract for the referenced consultant.

Response:

The Company utilized Experian Information Solutions, Inc. for this information. Attached please find the invoice for the work, designated 2022-00049_Staff_3-1_Attachment A, and the supplier agreement under which the work was completed, designated 2022-00049_Staff_3-1_Attachment_B.



INVOICE

955 American Lane
 Schaumburg, IL 60173
www.experian.com
 Tax ID : ██████████

DUE DATE : OCT 16, 2022

DATE: SEP 16, 2022
INVOICE: 744828
ACCOUNT: EMS-8533
ACCT EXEC: Gantt, Rita
TERMS: 30 NET

ATTN: BRANDON COO
BILL TO: NISOURCE CORPORATE SVCS CORP
 55 FOUNDATION AVENUE
 SUITE 200
 HAVERHILL, MA 01835

INVOICE DESCRIPTION: JOB#: 3211981, DATA APPEND SEPT22
 NSR-DMT-NSR, NISOURCE CORPORATE SVCS CORP

Page 1 of 2

DESCRIPTIONS	Price/Rate	Quantity	Amount
ENHANCEMENT PACKAGE	57,750.00/F	2,128,845	57,750.00
GREEN AWARE - ENHANCEMENT (PRORATED)	8,175.00/F	1,850,000	8,175.00
GREEN AWARE - ENHANCEMENT (OVERAGE)	6.80/M	1,273,395	8,659.09
ST-AUTO NON-INKJET FILE XFER--FT-01 ST OUTPUT ADD STS	35.00/F	396,935	35.00
ST-AUTO NON-INKJET FILE XFER--FT-02 ST OUTPUT ADD STS	35.00/F	256,653	35.00
ST-AUTO NON-INKJET FILE XFER--FT-03 ST OUTPUT ADD STS	35.00/F	936,031	35.00
ST-AUTO NON-INKJET FILE XFER--FT-04 ST OUTPUT ADD STS	35.00/F	390,007	35.00
ST-AUTO NON-INKJET FILE XFER--FT-05 ST OUTPUT ADD STS	35.00/F	119,771	35.00
ST-AUTO NON-INKJET FILE XFER--FT-06 ST OUTPUT ADD STS	25.00/F	29,442	25.00

623000000853300916220007478409000000000000000000007448280



INVOICE

955 American Lane
Schaumburg, IL 60173
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Page 2 of 2

DESCRIPTIONS	Price/Rate	Quantity	Amount
Subtotal			\$74,784.09
Sales Tax			\$0.00
TOTAL			\$74,784.09

For Product Inquiries: Please contact your Account Executive
For Invoice/Collection Inquiries: (800) 695-4698

REMITTANCE STUB

REMIT TO:
Experian Marketing Solutions, LLC
PO Box 841971
Los Angeles, CA 90084-1971

For Invoice/Collection Inquiries:
(800) 695-4698

AMOUNT: \$74,784.09
INVOICE: 744828
ACCOUNT: EMS-8533
TERMS: 30 NET
DUE DATE: OCT 16, 2022

CREDIT CARD PAYMENTS:
Experian gladly accepts CreditCard Payments
Please visit us at:
<https://ExperianPay.mypayment.com>

DATE OF PAYMENT : ____/____/____

If payment is for more than one invoice, please provide all invoice #s below :

Amount : \$ _____

THANK YOU FOR YOUR BUSINESS

623000000853300916220007478409000000000000000007448280

EXPERIAN STANDARD TERMS AND CONDITIONS

This Agreement is made on the Effective Date set forth below between Experian Marketing Solutions, Inc. and Experian Information Solutions, Inc. (collectively, "Experian") and the Client indicated below at the signature line ("Client"). All references herein to this Agreement, unless otherwise specified, shall include the schedules and exhibits to this Agreement.

1. Agreement. This Agreement contains the standard terms and conditions for Experian's provision of products and services (collectively, the "Services") to the Client. The terms of this Agreement shall be supplemented by individual schedules containing additional terms and conditions applicable to specific Services (each a "Schedule").

2. Term. The term of this Agreement shall begin upon the Effective Date set forth below and shall continue in effect until the termination or expiration of all Schedules issued pursuant to this Agreement.

3. Client Orders. Client shall provide Experian with such information as necessary to provide the Services, which shall include at Experian's request job specifications or criteria reasonably necessary to perform the Services ("Client Order"). The terms of this Agreement shall be superior to, and supersede, any conflicting or inconsistent terms contained in any Client Order or other Client provided documents. If Client changes or cancels a Client Order, or any portion thereof, after Experian has commenced work, Client agrees to pay Experian for its costs incurred for such work in process. If the Services are substantially completed at the time of such change or cancellation, Client agrees to pay Experian the full price for such Services.

The Services under this Agreement shall also be available to any U.S. companies affiliated with Client (the "Related Companies"). The Related Companies must control, be controlled by or under a common control with Client, and the terms and conditions of this Agreement and any applicable Schedule will govern all Services provided to such Related Companies.

In connection with its Related Companies, Client hereby represents, warrants and covenants that (1) Client has the necessary legal authority to bind the Related Companies; (2) ordering and acceptance of the Services by any Related Company constitutes an agreement by such Related Company to be bound by the terms and conditions of this Agreement; and (3) Client shall be responsible for its Related Companies' use of the Services, and ensure compliance with the terms and conditions of this Agreement by its Related Companies. Client shall at all times remain fully liable for any failure of a Related Company to comply with the terms and conditions of this Agreement.

4. Fees and Payment. Client will pay Experian for the Services in the amounts agreed upon and set forth in the applicable Schedule or other mutually agreed pricing document. Unless otherwise provided in an applicable pricing document, Experian shall have the right to revise or amend the pricing by providing thirty (30) days prior written notice to Client before such revision or amendment becomes effective. Experian's invoices will be deemed to be correct and acceptable to Client unless Client advises Experian of disputed items within ten (10) days of their receipt. Payments shall be made to Experian within thirty (30) days of invoice date. If Client fails to pay any invoice in accordance with the foregoing terms, Client shall also pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The prices and rates for the Services do not include either shipping costs or applicable federal, state, local, or foreign sales or use taxes, and Client will pay or reimburse Experian for such shipping costs and taxes.

5. Confidential Treatment. Under no circumstances will Client resell or otherwise disclose to any other person, other than employees or agents whose duties reasonably relate to the lawful business purpose for which the Services were obtained, any of the Services or data that Experian delivers to Client. Both parties hereby acknowledge that the Services and/or data provided by either party to the other may include personal information pertaining to individual consumers, and requires that the parties treat such information responsibly and take reasonable steps to maintain

appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, agents or any other person with access to such information. The Services and data shall only be used as expressly authorized in this Agreement or in any Schedule.

6. Compliance with Laws. Both parties agree to comply with all federal, state and local laws, rules and regulations applicable to each party's receipt and use of data provided to the other. Experian reserves the right to revise the terms, or conditions or pricing under this Agreement, any Schedule and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state, or local law, rule or regulation, or to address matters concerning privacy and confidentiality, upon reasonable notice to Client.

7. Data and Intellectual Property Ownership. Client acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. All data in Experian's databases and any other intellectual property that are part of the Services are and will continue to be Experian's exclusive property. Nothing contained in this Agreement or in any Schedule shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with the Services.

8. Termination for Cause. If either party is in material breach of this Agreement or any Schedule, the non-breaching party may terminate the individual Schedule or this Agreement, as applicable, provided such breach is not cured within thirty (30) days following written notice of such breach, unless such breach is the failure to pay for the Services under the terms of this Agreement, in which case Client shall have ten (10) days to cure such breach following notice. Notwithstanding the foregoing, this Agreement or any Schedule may be terminated by Experian immediately upon written notice to Client if in Experian's reasonable good faith judgement any Services and/or data provided to Client are being used or disclosed contrary to this Agreement or any Schedule. In the event that this Agreement or a Schedule is terminated as a result of a breach, the non-breaching party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party. Termination of this Agreement or any Schedule shall not relieve Client of its obligation to pay for any Services performed or provided by Experian under this Agreement or any Schedule.

9. Warranty and Disclaimers. Experian warrants to Client that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. Because the Services involve conveying information provided to Experian by other sources, Experian cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services or the data contained in its various databases. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY EXPERIAN HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES. EXPERIAN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY EXPERIAN DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY EXPERIAN HEREUNDER, AND EXPERIAN HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability. Client acknowledges that Experian maintains several databases updated on a periodic basis, and that Experian does not undertake a separate investigation for each inquiry or request for Services made by Client. Client therefore agrees that it is responsible for determining that the Services are in

accordance with Experian's obligations under this Agreement. If Client reasonably determines that the Services do not meet Experian's obligations under this Agreement, Client shall so notify Experian in writing within ten days after making such determination not to exceed thirty (30) days following receipt of the Services in question, . . . If Client so notifies Experian within such ten dayperiod then, unless Experian reasonably disputes Client's claim, Experian shall, at its option, either reperform the Services in question or issue Client a credit for the amount Client paid to Experian for the nonconforming Services. EXPERIAN'S REPERFORMANCE OF THE SERVICES OR THE REFUND OF ANY FEES CLIENT HAS PAID FOR SUCH SERVICES SHALL CONSTITUTE CLIENT'S SOLE REMEDY AND, EXCEPT WITH RESPECT TO THE DEFENSE AND INDEMNITY OF THIRD-PARTY CLAIMS EXPERIAN'S MAXIMUM LIABILITY TO CLIENT UNDER THIS AGREEMENT, . . . IF NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED ON EXPERIAN, THEN CLIENT AGREES THAT EXPERIAN'S TOTAL LIABILITY FOR ANY OR ALL OF CLIENT'S LOSSES OR INJURIES FROM EXPERIAN'S ACTS OR OMISSIONS UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO EXPERIAN UNDER THIS AGREEMENT FOR THE PARTICULAR SERVICES WHICH ARE THE SUBJECT OF THE ALLEGED BREACH DURING THE SIX MONTH PERIOD PRECEDING THE ALLEGED BREACH BY EXPERIAN, EXCEPT WITH THE RESPECT TO THE DEFENSE AND INDEMNITY OF THIRD PARTY CLAIMS. CLIENT COVENANTS THAT IT WILL NOT SUE EXPERIAN FOR ANY AMOUNT GREATER THAN SUCH AMOUNT, EXCEPT WITH RESPECT TO THE DEFENSE AND INDEMNITY OF THIRD-PARTY CLAIMS.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.

11. Waiver. Either party may waive compliance by the other party with any covenants or conditions contained in this Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly named in the written waiver.

12. Audit. Experian will have the right to audit Client's and any of its agent's use of the Services to assure compliance with the terms of this Agreement. Client will be responsible for assuring full cooperation with Experian in connection with such audits and will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for such purpose.

13. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Client without Experian's prior written consent.

14. Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (except for the payment of money) if and to the extent which such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its best effort to avoid or remove such causes of nonperformance and to complete delayed job whenever such causes are removed.

15. Choice of Law. This Agreement is governed by and construed in accordance with the internal substantive laws of the State of Illinois. Any dispute under this Agreement shall be brought in the federal or state courts in Cook County, Illinois.

16. Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Experian and Client shall be addressed to the addresses provided below each party's signature, or to such other address as either party shall designate in writing to the other from time to time.

17. Complete Agreement. This Agreement, as supplemented by any Schedules, sets forth the entire understanding of Client and Experian with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto.

18. Amendments. This Agreement may only be amended in writing signed by authorized representatives of both parties.

19. Survival. The provisions of Sections 4, 5, 6, 7, 9, 10, 12 and 16, in addition to any other provisions of this Agreement or any Schedule that would normally survive termination, shall survive termination of this Agreement for any reason.

20. Authority to Sign. Each party represents that the person signing this Agreement or any Schedule has all right, power and authority to sign this Agreement or any Schedule on behalf of such party.

[signature on next page]

IN WITNESS WHEREOF, Client and Experian sign and deliver this Agreement as of the Effective Date set forth below.

Experian Marketing Solutions, Inc.	
By: 	Signature (Duly Authorized Representative Only)
Name: Jonathan Kelleher	
Title: Director of Finance	
Effective Date: June 19, 2013	

NiSource Corporate Services Company	
<small>Print or Type Legal Name of Company</small>	
By: 	Signature (Duly Authorized Representative Only)
Name: Donald A Eckstein	Print
Title: Vice Pres SupCh, RE+FM	

Address for Notice:

Experian Marketing Solutions, Inc.
955 American Lane
Schaumburg, IL 60173
Attn: Head Marketing Services Counsel

Physical Address for Notice: 801 E. 86th Avenue, Merrillville, IN 46410
Attn:

Approved
Contracts Group


DATA SERVICES SCHEDULE

This Data Services Schedule ("Schedule") is entered into effective June 19, 2013 ("Effective Date") by and between Experian Marketing Solutions, Inc. ("Experian") and NiSource Corporate Services Company ("Client") pursuant to the Experian Standard Terms and Conditions between Experian and Client dated June 19, 2013 ("Agreement"). Experian and Client may be referred to in this Schedule individually as a "Party" and collectively as the "Parties."

Experian and Client hereby agree as follows:

1. Definitions.

(a) "Change Order" shall mean a written order signed by an authorized representative of each Party that specifies a change or addition to the Data Services, Fees, or timelines.

(b) "Claim" shall mean any third party claim, damage, loss, liability, cost or expense, including reasonable attorney's fees.

(c) "Client Data" shall mean any prospect, consumer or business data that Client or Client's designee supplies to Experian pursuant to the Data Services.

(d) "Data Enhancement Services" shall mean Experian appending Experian Data to a Client prospect, consumer, or business data file pursuant to a Statement of Work.

(e) "Data Services" shall mean any of the Data Enhancement Services, the List Rental Services, List Processing Services, or any other services mutually agreed upon in an SOW to this Schedule.

(f) "Experian Data" shall mean any consumer, business, or any other data that Experian provides to Client in the provision of the Data Services.

(g) "Fees" shall mean the fees for the Data Services.

(h) "License Term" shall mean the duration of Client's permitted use of Experian Data specified in the applicable Statement of Work, or if not specified in the applicable Statement of Work, then the License Term shall be deemed to mean:

- (i) for List Rental Services: one time use, unless specified in the Statement of Work as Multiple Use ;
- (ii) for Data Enhancement Services: one (1) year commencing upon Experian's delivery of the Experian Data to Client ; and
- (iii) for List Processing Services: the duration of Client's relationship with the applicable consumer or business entity. .

(i) "List" shall mean Experian Data that Experian compiles based upon Client-designated selection criteria.

(j) "List Processing Services" shall mean Experian processing Client Data to incorporate certain Experian Data or delete certain client data records from a Client file pursuant to a Statement of Work. List Processing Services may include data hygiene, address capture, postal, and national change of address services.

(k) "List Rental Services" shall mean Experian licensing one or more consumer or business marketing prospect Lists to Client pursuant to a Statement of Work.

(l) "Multiple Use" shall mean an extended License Term specified in a Statement of Work for consumer or business List Rental Services that permits Client to reuse Experian Data for marketing mailings or telemarketing calls to the consumer or business specified on the applicable List (or as may be specified in the applicable Statement of Work) for a period of twelve (12) months following Client receipt of the applicable Experian Data.

(m) "Security Breach" shall mean any actual, potential or threatened unauthorized access to or use of any Experian Data and/or Client Data.

(n) "Statement of Work" shall mean a written order or Work Order for the provision of Data Services pursuant to this Schedule that is mutually agreed upon and executed by the Parties.

(o) "Third Party Processor" shall mean a third party entity which is permitted access to or use of the Experian Data in order to provide data processing services to Client.

2. Data Services. Experian shall provide Client the Data Services as set forth and in accordance with one or more Statements of Work to this Schedule. Each Statement of Work shall reference this Schedule and shall be deemed incorporated herein. Experian will not be obligated to initiate any Data Services until the Parties have executed a Statement of Work. In the event of a conflict among or between the terms of the Agreement, this Schedule, a Statement of Work or a Change Order, the following precedence shall apply: (i) Change Order; (ii) Statement of Work; (iii) Schedule; then (iv) Agreement.

3. Client Support. Client shall perform those services, tasks, responsibilities, reviews, and approvals ("Client Tasks"), and provide that or those data, materials, information, cooperation, and access to Client resources ("Client Support") as specified in the applicable Statement of Work or as Experian may otherwise reasonably request in connection with such Data Services. Client's failure to timely perform any Client Tasks or provide any Client Support may result in or require a change to the Data Services, performance or delivery schedule or Fees and require the Parties to modify the applicable Statement of Work to document such impact. Experian may equitably delay any Data Services to the extent impacted by a Client failure to perform any Client Tasks or to provide Client Support.

4. Term. This Schedule shall commence as of the Effective Date and shall continue for a period of one (1) year from the Effective Date ("Schedule Term"), unless terminated in accordance with the Agreement or this Schedule. THE SCHEDULE TERM SHALL EXTEND AUTOMATICALLY FOR ADDITIONAL, SUCCESSIVE ONE (1) YEAR PERIODS. A Party may terminate this Schedule at anytime during the Schedule Term upon thirty (30) days prior written notice to the other Party. Each incomplete Statement of Work shall survive termination of this Schedule, subject to the terms of the Agreement and this Schedule, unless earlier terminated in accordance with the Agreement or such Statement of Work.

5. Fees. Client shall pay Experian the Fees in accordance with the Agreement and in the amounts and manner specified in the applicable Statement of Work. If the Fees are not specified in a Statement of Work, then the Fees for such Data Services shall be calculated at Experian's then-current standard rates set forth at Experian's website located at <http://www.experian.com/bookrate>.

6. Data Use Restrictions.

6.1. Client Data. Experian shall use Client Data solely to perform the Data Services pursuant to this Schedule and for no other purpose. Experian shall not disclose Client Data to any third party, except as directed by Client or as necessary for Experian to provide the Data Services. Experian shall destroy or return Client Data promptly following completion of the applicable Data Services. Client shall use reasonable efforts to assure that the Client Data does not: (a) incorporate or include any consumer data obtained from consumer(s) domiciled outside the United States; or (b) contain names of individuals under the age of eighteen (18) years and shall be responsible for Client's provision of any such Client Data to Experian and for Experian use of such Client Data in accordance with this Schedule.

6.2. Experian Data; Experian Data Use.

(a) Experian hereby grants to Client a limited, nonexclusive, and nontransferable license to use the Experian Data during the License Term in accordance with this Schedule and the applicable Statement of Work. Client shall return to Experian or destroy the Experian Data within ninety (90) days following the expiration or termination of the License Term applicable to such Experian Data. In the event that Client fails to comply with the foregoing, Experian may charge Client Fees for Client's continued use of the Experian Data at Experian's

then-standard rates, in addition to exercising any other remedies Experian may have at law or in equity.

(b) Client shall use the Experian Data solely for Client's internal use for Client direct marketing purposes and in strict accordance with all applicable: (i) federal, state and local laws, regulations, rules, and judicial and administrative decisions; (ii) industry guidelines; and (iii) Client privacy policies. In addition, Client shall use the Experian Data which is business data to market solely to businesses, and not to market to consumers.

(c) Client shall not (i) resell, license, or otherwise provide or disclose Experian Data to any third party; (ii) copy or otherwise reproduce any Experian Data, except as necessary for backup or security purposes; (iii) attempt to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian in the compilation of the Experian Data or the performance of the Data Services; (iv) merge or incorporate the Experian Data with any third party file without Experian's prior written consent; (v) use Experian Data to enhance any third party file or list, or develop, publish or maintain any list, enhancement, directory, or other similar product; (iv) use Experian Data in any marketing communication that refers to selection criteria or presumed knowledge about the recipient; (vii) permit access to Experian Data to individuals incarcerated in prisons or correctional institutions; or (viii) use or monetize the Experian Data or segments created from the Experian Data in any digital targeted campaigns, including but not limited to online display or video, digital TV, search or mobile campaigns or digital media measurement or modeling services, to the benefit of itself or any third party, without the express written consent of Experian.

(d) Except as expressly set forth in a Statement of Work, Client shall use a List solely for a single use for one of the following purposes: (i) direct mail; (ii) conducting telephone solicitations; or (iii) conducting telephone or direct mail surveys. In addition, Client may utilize a List for Client's internal analysis or to apply to previous mail suppression. In the event that Client fails to comply with the foregoing, Experian may charge Client Fees for Client's continued use of the Experian Data as set forth in Section 6.2(a).

(e) Client acknowledges that Experian Data has not been collected for credit purposes and is not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 603(d) of the Fair Credit Reporting Act ("FCRA"), 15 USC Section 1681a. Client shall not use any Experian Data as a factor in establishing any consumer's eligibility for (i) credit or insurance used primarily for personal, family or household purposes, (ii) employment purposes, or (iii) other purposes authorized under Section 604 of the FCRA, 15 USC Section 1681b or any similar statute.

6.3. Change in Laws. Upon reasonable notice to Client, Experian may withdraw or decline to provide to Client any Experian Data or Data Services to comply with any requirements imposed by any applicable federal, state, or local law, rule or regulation, judicial or administrative decision, or industry self-regulatory guideline or in the event Client's use of the Data Services or Experian Data is the subject to a substantial, adverse and documented consumer reaction related to consumer privacy issues and the Parties shall amend any applicable Statement of Work to reflect such requirements.

6.4. Security. Client will maintain reasonable security procedures and practices appropriate to the nature of the information to protect the Experian Data in Client's possession from unauthorized access, destruction, use, modification or disclosure. Client shall provide Experian immediate written notice upon discovery or notification of any Security Breach and immediately and at its own expense investigate and take all steps to identify, prevent and mitigate the effects of any Security Breach. Client shall promptly provide to Experian a detailed description of the incident, the Experian Data accessed, the identity of affected consumers, and such other information as Experian may request concerning the Security Breach and conduct any recovery necessary to remediate the impact and bear any cost or loss Experian may incur as a result of a Security Breach, including any cost associated with Experian notifying any effected consumers.

Experian will maintain reasonable security procedures and practices appropriate to the nature of the information to protect the Client Data in Experian's possession from unauthorized access, destruction, use, modification or disclosure. Experian shall provide Client immediate written notice upon discovery or notification of any Security Breach and immediately and at its own expense investigate and take all steps to identify, prevent and mitigate the effects of any Security Breach. Experian shall promptly provide to Client a detailed description of the incident, the Client Data accessed, the identity of affected consumers, and such other information as Client may request concerning the Security Breach and conduct any recovery necessary to remediate the impact and bear any cost or loss Client may incur as a result of a Security Breach, including any cost associated with Client notifying any effected consumers.

6.5. Copy Review. Upon Experian request, Client shall provide to Experian a copy of all components of any Client direct marketing offer using Experian Data for Experian review and approval. Experian may suspend or cancel applicable Data Services in the event Client fails to comply with this Section 6.5 or any such solicitation fails to comply with this Article 6.

6.6. Retained Rights. Experian shall own and retain exclusively all right, title and interest in and to the Experian Data, any technologies, methods, processes, techniques or other intellectual property rights used or developed in the performance of the Data Services, and any enhancements, modifications, updates, improvements to, or derivative works of, the foregoing.

6.7. Third Party Processor. Client shall identify to Experian any Third Party Processor from which Client desires to provide access to or use of the Experian Data in order to receive services, solely on Client's behalf and for Client's benefit. Client shall obtain from such Third Party Processor and deliver to Experian a third party processor agreement in such form as Experian may reasonably require prior to providing such Third Party Processor access to any Experian Data.

7. Warranty. Experian warrants to Client that (i) Experian will use commercially reasonable efforts to provide the Data Services in a timely manner and in accordance with the job specifications detailed in a Statement of Work; and (ii) the Experian Data will be as complete, accurate, and current as such data can be in view of Experian's customary method of compilation and acquisition of such data and the nature and accuracy of Experian's sources for such data. THE WARRANTIES SET FORTH IN THIS ARTICLE 7, ALONG WITH ANY WARRANTIES EXPRESSLY STATED IN THE AGREEMENT, ARE THE ONLY WARRANTIES EXPERIAN HAS GIVEN CLIENT IN CONNECTION WITH THE DATA SERVICES OR THE EXPERIAN DATA. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENCY OF ANY EXPERIAN DATA, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. EXPERIAN DOES NOT WARRANT THAT THE DATA SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

8. Indemnification.

8.1. Experian. Experian shall indemnify, defend and hold harmless Client and its officers, directors, and employees from and against any and all Claims to the extent caused by any (i) direct infringement by Experian of any United States patent, copyright, trade secret, or other intellectual property right resulting from Experian's provision of the Experian Data or performance of the Data Services; (ii) Experian violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order or any applicable privacy policy in Experian's performance of the Data Services, (iii) any Security Breach; or (iv) Experian violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order in Experian's use of the Client Data or the Data Services.

8.2. Client. Client shall indemnify, defend and hold harmless Experian and its officers, directors, and employees from and against any and all Claims to the extent caused by any (i) direct infringement by Client of any United States patent, copyright, trade secret, or any other third party rights resulting from Client's provision to Experian or Experian use of any Client Data in accordance with this Schedule (ii)

Client violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order, or any applicable privacy policy in the collection of the Client Data or Client's provision of the Client Data to Experian pursuant to this Schedule; (iii) any Security Breach; or (iv) Client violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order in Client's use of the Experian Data or the Data Services.

8.3. Procedures. A Party seeking indemnification for a Claim pursuant to this Schedule ("Indemnified Party") shall provide written notice detailing the circumstances of the Claim to the Party responsible for indemnifying against the Claim ("Indemnifying Party") promptly following the discovery of such Claim by the Indemnified Party. Failure to timely provide such notice shall not diminish the Indemnifying Party's indemnification obligation except to the extent the Indemnifying Party's ability to defend such Claim is materially prejudiced by such failure or delay. The Indemnified Party shall provide the Indemnifying Party with such information and cooperation as the Indemnifying Party may reasonably request.

9. General


9.1. Incorporation by Reference. This Schedule shall be deemed part of and incorporated into the Agreement.

9.2. Complete Agreement. This Schedule, with the Agreement, and as supplemented by the Statement of Work, sets forth the complete understanding of Experian and Client with respect to the subject matter hereof and supercedes all prior agreements, communications or representations, whether oral or written, made by any representative of either Party relating thereto. This Schedule may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute the same instrument.

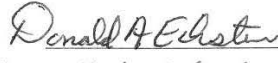
9.3. Amendment. This Schedule may only be supplemented, modified or amended upon a written agreement executed by authorized representatives of the Parties that specifically references this Schedule.

IN WITNESS WHEREOF, the Parties have executed this Schedule as of the dates set forth below, with the Effective Date as set forth above.

EXPERIAN MARKETING SOLUTIONS, INC.

By 
Name **Jonathan Kelleher**
Title **Director of Finance**
Date 6-19-13

("CLIENT") NISOURCE CORPORATE SERVICES COMPANY

By 
Name Donald A Eckstein
Title VP Supp Ch, RE+FM
Date 7/2/13

Approved
Contracts Group


COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S SECOND REQUEST FOR INFORMATION
DATED AUGUST 4, 2023

2. Refer to Columbia Kentucky's response to Staff's Second Request, Item 1. Provide the total amount paid by Columbia Kentucky for the consultant as well as any reports or data used to support the consultant's opinion relied upon by Columbia Kentucky for this pilot program.

Response:

Columbia of Kentucky did not pay any amount to the consultant (Experian). The total amount was paid by NiSource. The results supplied by the consultant are attached.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S SECOND REQUEST FOR INFORMATION
DATED AUGUST 4, 2023

3. Refer to Columbia Kentucky's response to Staff's Second Request, Item 1(a). Describe how the consultant determined that 35,989 residential and 13,900 commercial customers were more likely to purchase environmentally focused ("green") products.

Response:

The consultant (Experian) used their proprietary information to segment the customers into four different categories. Those categories are:

1. Behavioral Greens: This group of people thinks and acts green, holds negative attitudes toward products that pollute, incorporate green practices on a regular basis.
2. Think Greens: This group of people thinks green but does not necessarily act green.
3. Potential Greens: They neither behave nor think along particularly environmentally conscious lines, and remain on the fence about key green issues.

4. True Browns: This group of people are not environmentally conscious, and may in fact have negative attitudes about the green movement.

The numbers referenced represent the number of customers that Experian identified as falling into the “Behavioral Greens” category.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S SECOND REQUEST FOR INFORMATION
DATED AUGUST 4, 2023

4. Refer to Columbia Kentucky's response to Staff's Second Request, Item 1(c). Confirm that Columbia Kentucky used one year's usage data instead of using multiyear data to calculate average annual usage. If not confirmed, explain the calculation and provide the months and years used to calculate the average annual usage.

Response:

Columbia of Kentucky used the average usage for a residential customer for the single calendar year of 2021.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S SECOND REQUEST FOR INFORMATION
DATED AUGUST 4, 2023

5. Refer to Columbia Kentucky's response to Staff's Second Request, Item 1(d). Provide a sample calculation demonstrating the allocation method that will be used to determine Columbia Kentucky's portion of the IT cost, if the proposed Green Path Rider is approved.

Response:

See attached file, designated 2022-00049_Staff_3-5_Attachment_A, for calculation of Columbia Kentucky's portion of the IT cost.

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:)
)
THE ELECTRONIC APPLICATION OF)
COLUMBIA GAS OF KENTUCKY, INC. FOR) Case No. 2022-00049
APPROVAL OF THE GREEN PATH RIDER PILOT)
PROGRAM)
)

VERIFICATION OF ERICH EVANS

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

Erich Evans, the Strategy and Risk Integration Director of NiSource Corporate Services Company, being duly sworn, states that he has supervised the preparation of responses to requests for information in the above-referenced case and that the matters and things set forth therein are true and accurate to the best of his knowledge, information and belief, formed after reasonable inquiry.

[Handwritten signature of Erich Evans]
Erich Evans

The foregoing Verification was signed, acknowledged and sworn to before me this 14 day of August, 2023, by Erich Evans.

[Handwritten signature of Notary Public]

Notary Commission No. 1084689

Commission expiration:

Commonwealth of Pennsylvania - Notary Seal
Krista Keuper, Notary Public
Washington County
My commission expires March 15, 2026
Commission number 1084689
Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania
County of Washington