

**DELTA NATURAL GAS COMPANY, INC.
CASE NO. 2024-00057**

**FIRST PSC DATA REQUEST
DATED MARCH 22, 2024**

1. Confirm whether HomeServe USA Repair Management Corp (HomeServe) is a corporation authorized to do business in Kentucky. If not confirmed, provide the incorporation information.

Response:

Yes, it is a corporation authorized to do business in Kentucky and is presently in good standing with the Kentucky Secretary of State.

Sponsoring Witness: John Brown

**DELTA NATURAL GAS COMPANY, INC.
CASE NO. 2024-00057**

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2. Refer to the Application, page two. Delta stated it has entered into an agreement with HomeServe.
 - a. Provide a copy of the agreement between HomeServe and Delta.

Response:

Please see attached. A portion of the contract is confidential and is being provided pursuant to a petition for confidential protection.

Sponsoring Witness: John Brown

- b. Explain whether this agreement is exclusive with HomeServe and Delta, or does Delta have the discretion to enter into a similar arrangement with another entity that wanted to offer similar services.

Response:

The agreement between Delta and HomeServe is not exclusive. Delta has the discretion to enter into a similar arrangement with another entity that offers similar services.

Sponsoring Witness: John Brown

DELTA NATURAL GAS COMPANY, INC.
CASE NO. 2024-00057

FIRST PSC DATA REQUEST
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4. Refer to the application at page three. Delta has estimated the annual revenue based on the number of participants in the Aqua HomeServe program in other states.
 - a. Explain how Delta will be compensated from the HomeServe program in Kentucky.

Response:

Delta will be compensated for (1) plan sales and fees and (2) offering to transfer customers to a HomeServe representative. The specific amounts are set forth in Exhibit B to the contract that is provided in response to Item No. 2.

Sponsoring Witness: John Brown

- b. Explain how Delta will be compensated as the program matures.

Response:

Please see the response to subpart a.

Sponsoring Witness: John Brown

- c. Describe what steps Delta has taken to ensure that its customers will not be subsidizing the HomeServe program.

Response:

Delta has taken steps to ensure that its customer will not be subsidizing the HomeServe program. The only ongoing involvement Delta's personnel has with the program is to offer to transfer the customer to a HomeServe representative. Pursuant to Exhibit B at 1(b)(iii), HomeServe compensates Delta for each such offer, whether or not the customer call results in a transfer or the sale of a plan. This payment, which offsets Delta's costs, ensures that customers are not subsidizing the program.

Sponsoring Witness: John Brown

MARKETING AGREEMENT

THIS MARKETING AGREEMENT (“Agreement”) is made and entered into as of January 23, 2024 by and between HomeServe USA Repair Management Corp. (“**HomeServe**”) and Delta Natural Gas Company, Inc. (“**Partner**”). HomeServe and Partner shall each be referred to as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used in this Agreement shall have the meanings in Exhibit A or as otherwise set forth herein.

WHEREAS, HomeServe provides services to homeowners and other consumers for the repair of domestic infrastructure and related systems;

WHEREAS, Partner provides energy services to approximately Forty Thousand (40,000) unique properties in the Partner Territory; and

WHEREAS, the Parties desire to enter into a contractual relationship whereby the Parties will jointly market, and HomeServe will solely offer and administer, the Plans to Customers in the Partner Territory.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties made in, the Parties agree as follows:

1. Marketing.

- A. Marketing Materials. HomeServe will be solely responsible for creating and modifying all Marketing Materials and submitting the same to Partner for its prior written approval, such approval not to be unreasonably denied or delayed. Partner shall use best efforts to provide a response with respect to such Marketing Materials or other materials to HomeServe within ten (10) business days of delivery of such materials to Partner. No Marketing Materials shall be distributed to Customers or Members until Partner has provided their written approval of said Marketing Materials. Partner will not create or modify, or permit any other person to create or modify, any Marketing Materials, without the prior written consent of HomeServe.
- B. Marketing Plan. HomeServe will prepare, update, and provide to Partner a Marketing Plan allowing HomeServe, in its discretion, to conduct (i) up to six (6) acquisition mailing campaigns for Plans to each Customer, and (ii) up to six (6) cross-sell or similar mailing campaigns for Plans per Member, during each twelve (12) calendar month period of the Term, in each case using the Marks in the Marketing Materials. HomeServe shall obtain Partner’s written consent prior to implementing the Marketing Plan or making any material modifications thereto, such approval not to be unreasonably denied or delayed. HomeServe shall be responsible for mailing any materials and shall pay the costs thereof. HomeServe shall promptly remove any Customer or Member from its future mailing campaigns upon the request of such Customer or Member such that the requesting individual shall no longer receive campaign materials via mail.
- C. Partner Marketing. During the Term, Partner shall prominently market Plans directly to Customers by providing links on the Partner website to HomeServe’s website and by displaying the HomeServe approved Marketing Materials on its website. Partner will obtain HomeServe’s written approval prior to providing any links, or using any materials, outside of the those in the preceding sentence. Partner shall at all times adhere to HomeServe’s “Guide for Third Party Use of Trademarks” which shall be provided to Partner by HomeServe. During the Term, Partner will forward any requests for enrollment it receives to HomeServe. Partner may, subject and pursuant to Exhibit C, offer the Plans to Customers and then transfer interested Customers to HomeServe to complete the sale.

2. Fulfillment; Servicing; Billing.

- A. Fulfillment; Servicing. HomeServe will prepare and distribute fulfillment kits to Members and be solely

responsible for the Administrator Tasks. Partner shall refer all requests related to the Administrator Tasks, or otherwise with respect to the Plans, to HomeServe.

- B. **Billing.** HomeServe will directly bill Members for Plan Fees and track payments thereof. No Plan Fees will be billed on Partner utility bills to Customers.

3. Compensation: Reporting: Payment.

- A. **Compensation.** During the Term, HomeServe will pay Partner the Compensation set forth in Exhibit B in consideration of and subject to the performance by Partner of its obligations set forth herein. In consideration of the Compensation and HomeServe's marketing activities, specific to the Partner Territory only, Partner shall not by itself or through any Partner Affiliate or third-party, directly or indirectly, market, advertise, promote, administer, offer, or sell, to Customers any plans that are the same as, or substantially similar to, the Plans during the Term.
- B. **Reporting.** HomeServe will provide to Partner no later than fifteen (15) days following the end of each calendar month during the Term in which Plan Fees are collected by HomeServe, for any month, a statement in a format mutually agreed upon by the Parties detailing the total Plan Fees billed to and collected from all Members in the aggregate, and the Compensation relating thereto as calculated pursuant to Exhibit B and also including, for each purchased Plan, a unique customer identification number and the applicable Plan Fees billed to and actually collected for such Plan. Additionally, HomeServe will send to Partner a monthly statement that shows the calculation of any applicable STS Fees to be paid to Partner in that month.
- C. **Payment.** HomeServe will remit to Partner an amount equal to the Compensation due for that month, within thirty (30) days after the end of such month.

4. Data.

- A. **Customer Data.** On or immediately after the Effective Date (and upon request from HomeServe), Partner will provide HomeServe with "zip plus 4" data for its Customers in a mutually agreed-upon electronic format. Thereafter, throughout the Term, Partner shall promptly notify HomeServe of any updates to such data. HomeServe may obtain Customer Data from a third-party, for use by HomeServe in furtherance of the advertisement, marketing, and sale of the Plans and such Customer Data obtained from a third-party shall be the property and Confidential Information of HomeServe.
- B. **Member Data.** Member Data is HomeServe's property and Confidential Information.

5. Representations: Warranties: Covenants.

- A. Each Party represents, warrants and covenants to the other that:
 - 1) it has the full power and authority to carry on its business as it is now being conducted and to enter into, and perform under, this Agreement and there are no agreements or Applicable Laws that would prevent it from carrying out its obligations hereunder.
 - 2) it owns its Marks or has a valid license to use and sublicense such Marks as contemplated herein, and that such Marks do not, and their use in accordance with the terms hereof will not, infringe any third-party's designated names, symbols, trademarks, service marks, logotypes, trade names, or insignias.
 - 3) it will comply with all Applicable Laws with respect to their respective obligations under this Agreement.

B. Partner:

- 1) shall not incur any liability on behalf of HomeServe, make representations about coverage in Plans, offer Members or Customers discounts, credits, refunds, or rebates relating to the Plans, or discuss claims or potential claims under the Plans, and acknowledges and agrees that it has no authority to make, alter, modify, waive or discharge, or change the Plans or the terms and conditions relating thereto.
- 2) shall fulfill any and all obligations it may have with regard to a Member or a Member's property in connection with the provision of utility services and Partner shall undertake to fulfill such obligations in a safe and professional manner consistent with its tariffs and Applicable Laws.

C. THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS IN THIS AGREEMENT (INCLUDING ANY EXHIBITS) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHERWISE, ARE HEREBY DISCLAIMED.

6. Intellectual Property Rights.

- A. Partner grants to HomeServe and its Representatives a non-exclusive right and license to use and display Partner's Marks for Permitted Uses during the Term. Further, upon termination or expiration of this Agreement, Partner will support HomeServe in transitioning Members from Partner branded materials to HomeServe branded materials. The aforementioned right and license granted by Partner to HomeServe shall continue after the Term therefore until the earlier of (1) such time as all Members have been transitioned to HomeServe branded materials or (2) six (6) months.
- B. HomeServe grants to Partner a non-exclusive right and license to use and display HomeServe's Marks for the limited purpose set forth in Section 1.C during the Term.
- C. Each Party agrees that it shall not use any of the other Party's Marks in any manner that may imply or suggest that the other Party is or may be an Affiliate of that Party.
- D. All Marketing Materials, or other materials created by or on behalf of HomeServe, and all documentation (and any related intellectual property) relating to the Plans, shall remain the sole and exclusive property of HomeServe and as such Partner, and its Affiliates, shall have no rights to modify, adapt, prepare derivative or collective works, transfer, sell, sublicense, lease, distribute publicly, or in any manner commercially exploit except as otherwise permitted under this Agreement.

7. Term and Termination.

- A. Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect (without prejudice to any right to terminate this Agreement under this Section 7) for the Initial Term. This Agreement shall automatically renew for successive Renewal Terms unless a Party gives the other Party written notice at least ninety (90) days prior to the expiration of the then current Term of its intent not to renew this Agreement.
- B. Termination.
 - 1) Either Party may terminate this Agreement, either in its entirety, or only for the STS Transfer Program provisions in Exhibit C, by written notice to the other where: (a) the other commits a material breach of this Agreement, or Exhibit C specifically if only Exhibit C is to be solely terminated, that is either incapable of a cure, (in which case the termination is effective upon receipt of notice), or where capable of a cure, the breaching Party fails to cure the breach within sixty (60) days of being notified; or (b) the other Party becomes insolvent or files or has filed against it any

bankruptcy or similar proceeding (which proceeding has not been dismissed within sixty (60) days thereafter).

- 2) If, due to: (i) a change in Applicable Laws; (ii) a Code Change; or (iii) a Ruling, a Party is unable to comply with any one or more specific provisions of this Agreement, including the STS Transfer Program in Exhibit C, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly, including renegotiating amounts that may become due hereunder (including Compensation levels) or termination of Exhibit C. Should the Parties be unable to reach a mutual agreement to modify this Agreement, either Party may terminate this Agreement on thirty (30) days' written notice to the other Party.
- 3) In the event of any termination of this Agreement, other than resulting from a breach by HomeServe or expiration of this Agreement pursuant to Section 7A, HomeServe will be permitted to complete any marketing initiative initiated prior to termination of this Agreement, provided the marketing initiative is completed within sixty (60) days of the termination of this Agreement.

8. Confidentiality and Non-Disclosure.

- A. Confidential Information shall not be used by either Party or their respective Representatives for any purpose other than to analyze, evaluate, implement, or fulfill its obligations under this Agreement. Confidential Information shall be held in strict confidence by the receiving Party and shall not be disclosed without prior written consent of the disclosing Party, except to Representatives with a need to know the Confidential Information for the purposes of this Agreement. Each Party will ensure that any Representatives to whom it transfers Confidential Information are informed of the protected nature of the Confidential Information, and if not already bound by confidentiality provisions to the respective Party, the Representative shall enter into an agreement to protect the confidentiality and security of Confidential Information in the same manner as required by this Agreement. The receiving Party shall use the same degree of care to protect the Confidential Information as the receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care.
- B. The receiving Party will promptly notify the disclosing Party of any known or discovered misuse or misappropriation of the disclosing Party's Confidential Information. If the receiving Party or its Representatives are required by legal process to disclose any of the disclosing Party's Confidential Information, the receiving Party shall give prompt, prior notice to the disclosing Party. The Party (and any of its Representatives) required to make such disclosure shall disclose only that portion of the other Party's Confidential Information as is necessary to comply with the applicable legal process.

9. Indemnification.

- A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE INDEMNITOR SHALL INDEMNIFY AND DEFEND THE INDEMNITEES AGAINST ALL THIRD-PARTY CLAIMS OR ACTIONS, AND LOSSES ARISING FROM SUCH CLAIMS AND ACTIONS, TO THE EXTENT RELATING TO (I) THE INDEMNITOR'S OR ITS REPRESENTATIVES' (A) BREACH OF ANY OF ITS OBLIGATIONS AND REPRESENTATIONS HEREUNDER, (B) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR (C) FAILURE TO COMPLY WITH APPLICABLE LAWS; OR (II) (A) WITH RESPECT TO PARTNER AND ITS INDEMNITEES, A CLAIM THAT HOMESERVE'S MARK OR THE MEMBER DATA, OR PARTNER'S USE THEREOF IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, INFRINGES A PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, OR OTHER THIRD-PARTY INTELLECTUAL PROPERTY RIGHT, RIGHT OF CONFIDENTIALITY OR PRIVACY OF ANY THIRD-PARTY, OR IS OR WAS OTHERWISE OBTAINED, HELD, STORED, USED, LICENSED, OR TRANSFERRED IN VIOLATION OF APPLICABLE LAWS, AND (B) WITH RESPECT TO HOMESERVE AND ITS INDEMNITEES, A CLAIM THAT PARTNER'S MARKS OR THE CUSTOMER DATA, OR HOMESERVE'S USE THEREOF IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT INFRINGES A PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, OR OTHER THIRD-PARTY INTELLECTUAL PROPERTY RIGHT, RIGHT OF

CONFIDENTIALITY OR PRIVACY OF ANY THIRD-PARTY, OR IS OR WAS OTHERWISE OBTAINED, HELD, STORED, USED, LICENSED, OR TRANSFERRED IN VIOLATION OF APPLICABLE LAWS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 9.A, THE INDEMNITOR IS NOT OBLIGATED TO INDEMNIFY OR DEFEND ANY INDEMNITEE AGAINST ANY CLAIM (WHETHER DIRECT OR INDIRECT) TO THE EXTENT THAT SUCH CLAIM OR CORRESPONDING LOSSES ARISE OUT OF OR RELATE TO AN INDEMNITEE'S OR ITS REPRESENTATIVES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR FAILURE TO COMPLY WITH ANY OF ITS OBLIGATIONS IN THIS AGREEMENT OR UNDER APPLICABLE LAW.

- B. SECTION 9.A SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF THE INDEMNITOR AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNITEES FOR ANY DAMAGES COVERED THEREUNDER.
- C. The Party seeking indemnification under this Agreement shall: (i) promptly notify the Indemnitor in writing of any claim; (ii) give the Indemnitor authority to settle the matter, provided that the Indemnitor may not bind or materially prejudice (including admission of guilt of the Indemnitee) the Indemnitee's rights without the Indemnitee's prior written consent; (iii) provide reasonable cooperation and assistance for the claim's defense at the Indemnitor's sole cost and expense; and (iv) mitigate its damages. Notwithstanding anything to the contrary above, the Indemnitee reserves the right to retain counsel at the Indemnitee's expense, and to participate in the defense and settlement of any claim alleging, relating to, or arising from this Agreement, but the Indemnitor shall have the right to make all decisions about the defense of the claim(s). If the Indemnitor fails to reply in writing to the Indemnitee's notice, stating that the Indemnitor intends to assume the defense of such claim within sixty (60) days after receiving the Indemnitee's notice, the Indemnitee may defend the same with counsel of its own choosing, and settle such Claim. If the Indemnitor timely assumes the defense of and continues to vigorously defend such Claim, then the Indemnitee will have no right to defend and settle the same without the prior written consent of the Indemnitor. The Indemnitor may assume the defense of such Claim at any time prior to any settlement or other final determination thereof.

10. Limitations of Liability.

EXCEPT FOR DAMAGES SOUGHT ON, UNDER OR IN CONNECTION WITH CLAIMS OF OR BY THIRD-PARTIES FOR WHICH INDEMNITY IS DUE UNDER SECTION 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS INDEMNITEES FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR DATA.

11. Miscellaneous.

- A. Independent Contractors; No Partnership or Joint Venture. The duties performed by each Party in this Agreement shall be executed as an independent contractor and not as the agent or employee of the other Party. The Parties mutually agree that each of its respective employees is not an employee of the other Party for any purpose whatsoever. Nothing herein shall constitute a partnership between or joint venture by the Parties.
- B. Insurance. Each Party shall carry and maintain for the Term and for a period of two (2) years thereafter, at its cost, commercial general liability insurance and such other insurance as shall be appropriate for the nature and extent of its business. To the fullest extent permitted by law, all insurance obtained by the Parties in compliance with this Agreement shall include a waiver of subrogation in favor of the other Party. Upon request, certificates of insurance evidencing the coverages, including renewals or replacements thereof, shall be provided. All insurers must have a minimum rating by A.M. Best of A-VIII.

- C. Audit. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.
- D. Survival. The rights and obligations of the Parties which are expressly stated to survive termination or expiration of this Agreement, or which by their nature must survive termination or expiration of this Agreement in order to achieve their fundamental purposes including, but not limited to, the provisions related to confidentiality, compliance with Applicable Laws, data protection, warranties, indemnification, termination, expiration or default of this Agreement, notices and limitation of liability, and governing law, shall survive expiration or termination of this Agreement for the period set forth therein or, if no such period is specified, indefinitely.
- E. Amendment; Waiver; Severability. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived, and no breach excused unless and solely to the extent such waiver or consent is in writing and signed by the Party claimed to have waived or consented. If any provision in this Agreement is inoperative or unenforceable in any circumstance for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable, in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, sections, or subsections of this Agreement shall not affect the remaining portions of this Agreement.
- F. Notices. All notices and all other communications made in connection with this Agreement shall be in writing and shall be (i) mailed by certified mail, return receipt requested, postage prepaid, (ii) transmitted by hand delivery or reputable overnight delivery service, or (iii) sent by electronic mail (provided receipt is confirmed by the receiving Party), addressed as set forth below. All notices shall be deemed to have been delivered, in the case of clauses (i) and (ii), on the date received, as indicated on the return receipt or hand or overnight delivery confirmation, and in the case of clause (iii), on the date sent if received during normal business hours of the recipient, and on the next business day if received after the recipient's normal business hours (provided that a copy of the notice shall be sent by regular mail through the US postal service promptly thereafter):

If to Partner, to:

Delta Natural Gas Company, Inc
762 W Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Matthew Rhodes
Email: MRRhodes@essential.co

With a copy to:

Attention: Legal Department
375 North Shore Drive
Pittsburgh, PA 15212
Email: legal@peoples-gas.com

If to HomeServe, to:

HomeServe USA Corp.
601 Merritt 7, 6th Floor
Norwalk, CT 06851
Attention: Michael Backus, Chief Growth Officer
Email: Michael.Backus@homeserveusa.com

With a copy to:

Judy Melillo, General Counsel
Email: Judy.Melillo@homeserveusa.com

- G. Assignment; Binding Effect. Neither Party may assign or transfer any of its rights hereunder, except to an Affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, denied or delayed. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations hereunder and any purported assignment or transfer in violation of this Section 11.G shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors, permitted assigns, and legal representatives.

H. Governing Law; Arbitration; Waiver of Jury Trial.

- 1) This Agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the choice of law principles of the forum state.
 - 2) Any action at law, suit in equity or other proceeding against any Party with respect to any term or provision of this Agreement or in connection with any of the transactions contemplated by this Agreement shall be brought and maintained exclusively in the United States District Court, Western District of Pennsylvania, Pittsburgh Division or the Allegheny County Court of Common Pleas. Each of the Parties hereby submits, to the fullest extent permitted by Applicable Laws, to the exclusive jurisdiction of such courts for the purpose of any such action or proceeding. The foregoing provisions of this subsection shall not be construed to limit the right of any Party hereto to serve any such writ, process or summons in any manner permitted by Applicable Laws. Each Party further agrees that a final judgment or order in any such action, suit or proceeding may be enforced against such Party in any other jurisdiction by suit on such judgment or order or in such other manner as may be permitted by Applicable Laws. Each Party hereto irrevocably waives, to the fullest extent permitted by Applicable Laws, any objection which such person now or hereafter may have to the lying of venue of any such action, suit or proceeding brought or maintained as set forth above.
 - 3) THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.
- I. Entire Agreement; No Third-Party Beneficiaries. This Agreement, including the recitals as well as any schedules, amendments, or Exhibits hereto, constitutes the entire agreement and understanding of the Parties with respect to the matters and transactions contemplated hereby, and supersedes any prior agreement, or understanding with respect to these matters and transactions. The Parties acknowledge and intend that nothing in this Agreement creates any third-party beneficiaries or third-party rights, benefits or remedies, whether intended or incidental, and neither Party shall make any representation to the contrary.
- J. Force Majeure. Neither Party shall be responsible for a failure or delay in performance of its obligations hereunder due to an event of Force Majeure, provided such event of Force Majeure was not caused by the negligence or lack of due diligence of the affected Party or its subcontractors or suppliers.
- K. Counterparts. This Agreement may be executed in one or more counterparts, including counterparts transmitted by electronic mail, including DocuSign or comparable document signature methods, each of which shall be deemed to be an original (and as if manually executed and delivered), and all such counterparts shall constitute one and the same instrument.
- L. Interpretation. Each Party acknowledges that its legal counsel participated in the preparation of this Agreement. The Parties therefore stipulate that the rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement so as to favor any Party against the other. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- M. Compliance.
- 1) HomeServe will maintain compliance with all applicable licensing requirements, registration requirements, and Applicable Laws with respect to its obligations under this Agreement and shall use commercially reasonable efforts to ensure that its Service Providers are in compliance with all applicable licensing requirements (including contractor licensing requirements), registration requirements and Applicable Laws with respect to providing services in accordance with the

Plan(s).

- 2) Partner shall maintain compliance with all applicable licensing requirements, registration requirements, and Applicable Laws with respect to its obligations under this Agreement. Partner warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws.

[Remainder of page intentionally left blank – Signature page follows]

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Agreement on the dates set forth below.

DELTA NATURAL GAS COMPANY, INC.

By: Matthew Rhodes
Name: Matthew Rhodes
Title: Executive Vice President
Date: 02/02/24
Approved by Legal: M

HOMESERVE USA REPAIR MANAGEMENT CORP.

By: DocuSigned by: Michael Backus
Name: DFBAAMD707BA476... Michael Backus
Title: Chief Sales Officer
Date: 2/2/2024 | 11:33 AM EST

EXHIBIT A

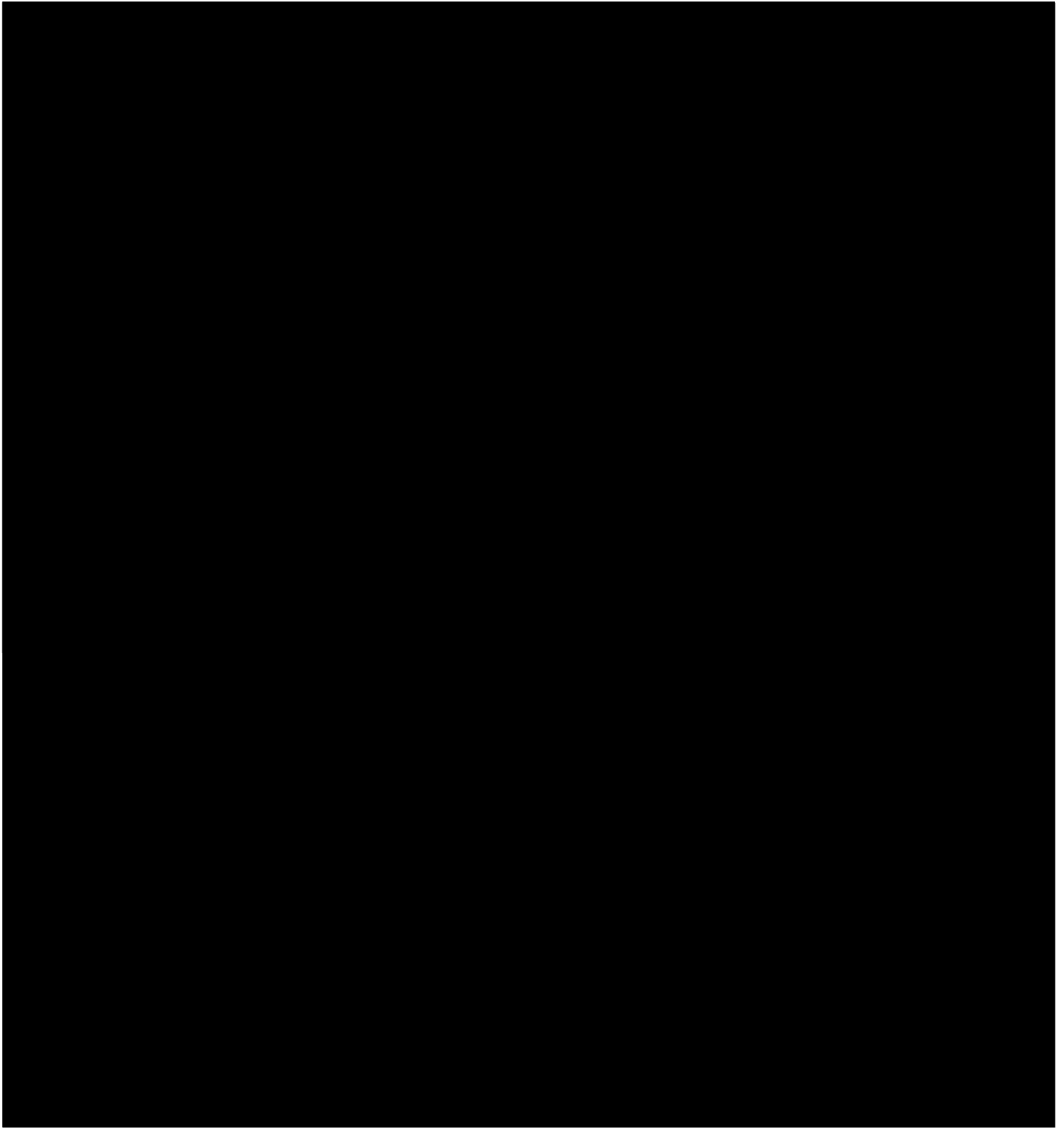
Defined Terms

- A. **“Administrator Tasks”** means (i) enrollment processing; (ii) customer service; (iii) sourcing and managing Service Providers; (iv) claims handling; (v) the overall customer experience; (vi) complaints handling; and (vii) quality assurance.
- B. **“Affiliate”** means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.
- C. **“Agreement”** means this Marketing Agreement.
- D. **“Applicable Laws”** means all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, orders, interpretations, and licenses of any Governmental Authority, and judgments, decrees, injunctions, writs, orders, or like action of any court, arbitrator, or other judicial or quasi-judicial tribunal of competent jurisdiction.
- E. **“Call Center”** has the meaning set forth in Exhibit C.
- F. **“Code Change”** means change(s) to the then currently applicable city, municipal, or similar codes that causes an adverse impact to the Plans, the services to be provided thereunder, or the costs associated therewith.
- G. **“Compensation”** means a percentage of the payments of Plan Fees actually received from Members during the Term under any Plans sold hereunder, net of any Net Items incurred or paid by HomeServe in connection with such Plans, plus any applicable STS Fees.
- H. **“Confidential Information”** means all non-public, confidential, or proprietary information disclosed, by, or on behalf, of a Party before, on, or after the Effective Date, whether or not it constitutes a trade secret under Applicable Laws, including, without limitation: business plans and methods; marketing strategies and data; usage and claims data; financial, underwriting and Customer or Member information; engineering, operating and technical data, information concerning disclosing Party’s business and activities and any other information that a reasonable person would expect to be Confidential Information includes this Agreement and the terms hereof. “Confidential Information” does not include information that (i) has become part of the public domain other than by acts or omissions of the receiving Party; (ii) has been furnished or made known to the receiving Party by a third person as a matter of legal right and without restriction on use; (iii) was in the receiving Party’s possession prior to disclosure by the disclosing Party without restriction on use; or (iv) is independently developed by the receiving Party without access to the Confidential Information.
- I. **“Customer Data”** means a list of the name, service address, postal address, residential telephone number, if available, email address of Customers, and any other appropriate or necessary data.
- J. **“Customers”** means a residential consumer in the Partner Territory.
- K. **“Effective Date”** shall be fifteen (15) days after the Kentucky Public Service Commission approves the Agreement. Partner shall promptly notify HomeServe upon receipt of such approval and the date of such approval.
- L. **“Force Majeure”** means events or acts beyond the direct and reasonable control of a Party causing delays or failure of a Party to perform, or prevents a Party from performing, its obligations hereunder, including, but not limited to, acts of God, unusually severe weather, flood, fire, epidemic, pandemic,

- terrorism, riot, war, labor disputes, or actions or failures to act by any Governmental Authority (except to the extent that such actions or failures to act by any Governmental Authority were sought by the Party whose performance is affected thereby or are due to the failure of such Party to pursue with reasonable diligence any approval required by such Governmental Authority).
- M. “**Governmental Authority**” means any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of the Partner Territory, or other instrumentality of the United States, or any state, county, city, or other political subdivision.
- N. “**HomeServe**” has the meaning set forth in the preamble.
- O. “**Indemnitees**” means the other Party, its Affiliates, and its and their directors, officers, Service Providers, as applicable, employees, and others acting behalf of that Party, subject to the right to indemnification by the Indemnitor.
- P. “**Indemnitor**” means the Party obligated to indemnify the Indemnitee.
- Q. “**Initial Term**” means an initial period of five (5) years.
- R. “**Losses**” means all claims, damages, costs, liabilities (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated), and expenses, including reasonable attorneys' fees.
- S. “**Marketing Channels**” means direct mail, inbound and outbound telesales, Customer callbacks, email, newspaper advertising, “yellow pages”, magazine advertising, and media activity (such as internet, television, and radio) and other marketing methods as may be agreed from time to time in writing.
- T. “**Marketing Materials**” means any and all marketing, including but not limited to written materials, or similar materials for dissemination to Customers in connection with the renewal, reactivation, promotion, marketing, soliciting, and selling of Plans through the Marketing Channels, including direct mail solicitations, brochures, renewal and reactivation notices, inserts, snap packs, bangtails, pull-tabs, advertising packages, advertising messages, letter applications, telemarketing scripts, point of sale materials, website advertisements, electronic solicitations, radio scripts, television scripts, newspaper advertisements, magazine advertisements, and sales and marketing-related training materials.
- U. “**Marketing Plan**” means a marketing plan pursuant to which HomeServe may, in its sole discretion, market the Plans to Customers under this Agreement.
- V. “**Marks**” means, with respect to each Party, the designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by such Party or its Affiliates.
- W. “**Member**” means those Customers that purchase and are enrolled in a Plan by HomeServe.
- X. “**Member Data**” means each Member’s name, address, phone number, email address, and any other information that HomeServe collects from or on behalf of the Member, and any other information given by or on behalf of, or relating to, a Member.
- Y. “**Net Items**” means any discounts, rebates, refunds, chargebacks, credits, and sales or similar taxes.
- Z. “**Partner**” has the meaning set forth in the Preamble.
- AA. “**Partner Territory**” means the 23 counties in the Commonwealth of Kentucky identified on Exhibit D.

- BB. **“Party” or “Parties”** has the meaning set forth in the Preamble. CC. **“Permitted Uses”** means use or display of Partner’s Marks in connection with the promotion, marketing, soliciting, selling, renewal, reactivation, fulfilling, distributing, and billing of Plans, or indicating that Partner is a partner of HomeServe.
- DD. **“Plan(s)”** means the products and services listed in Exhibit B or as otherwise agreed in writing from time to time by the Parties.
- EE. **“Plan Fees”** means the amount payable by the Member to HomeServe for a Plan, as the same may be changed from time to time in accordance with the Plans in HomeServe’s sole discretion.
- FF. **“Qualifying Customer Call”** has the meaning set forth in Exhibit C.
- GG. **“Renewal Term”** means a two (2) year term.
- HH. **“Representatives”** means advisors, Affiliates, agents, assigns, attorneys, employees, directors, officers, or members, or in the case of HomeServe, Service Providers and the obligors of the Plans.
- II. **“Ruling”** means a final, non-appealable interpretation, policy, ruling, or order by a Governmental Authority.
- JJ. **“Sales Through Service” or “STS”** means the offering of Plans by Partner to Customers and transfer of interested Customers to HomeServe to complete the sale, pursuant to Exhibit C. For the avoidance of doubt, this shall not include any Plans sold to Customers who were transferred by Partner to a third party other than HomeServe to complete the sale.
- KK. **“Service Provider”** means a third-party independent contractor within HomeServe’s contractor network and with whom HomeServe has arranged or will arrange to provide the repair or replacement services to Members as stipulated in each Plan.
- LL. **“STS Fees”** means the fees payable to Partner by HomeServe pursuant to Exhibit B in connection with the transfer of Qualifying Customer Calls by Partner’s Call Center to HomeServe pursuant to Exhibit C and/or the resulting sale of Plans by HomeServe to Customers.
- MM. **“Term”** means, collectively, the Initial Term and any and all Renewal Terms.

EXHIBIT B



CONFIDENTIAL
Filed Subject to Petition for Confidential Protection

EXHIBIT C

STS Transfer Program

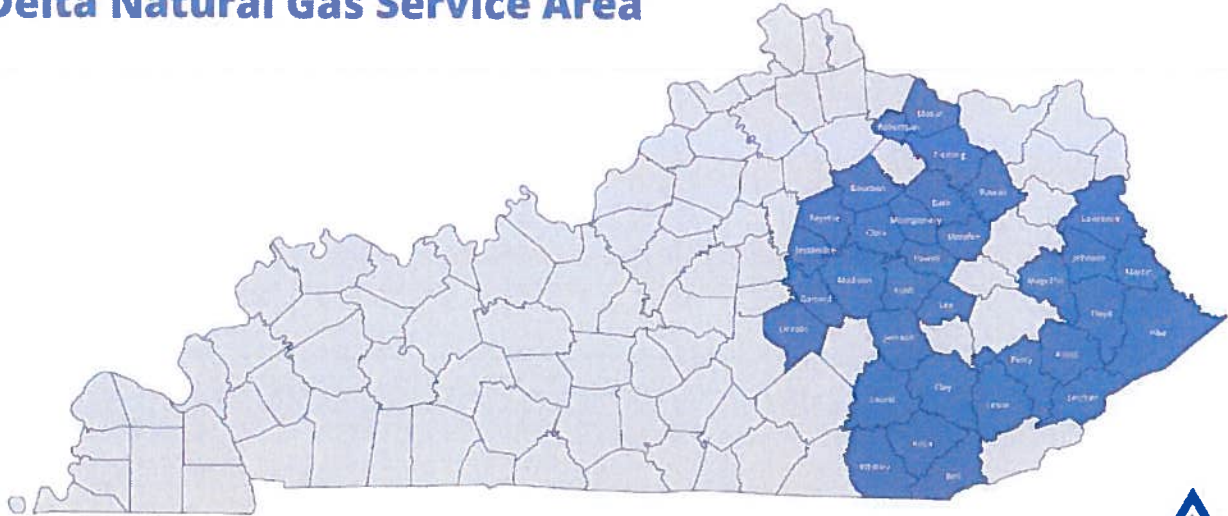
1. **Establishment of program.** Partner may introduce Plans to Customers via inbound telephone calls to its customer operations center (“**Call Center**”) and transfer to HomeServe those Customers who are interested in learning more about a Plan. Each such call transferred to HomeServe shall be deemed a “Qualifying Customer Call”. Other Marketing Channels may be mutually agreed in writing.
2. **HomeServe obligations:**
 - a. Provide staff and materials for training (including online training modules) to Partner at launch and as necessary for ongoing program needs.
 - b. Provide a mutually agreed script to be used by Partner’s Call Center agents.
 - c. Provide support for any mutually agreed agent contests or other incentives, as well as associated reporting.
 - d. Pay Partner the STS Fees in accordance with the terms of this Agreement.
 - e. At its option, upon advance notice, conduct Call Center visits during normal business hours to monitor Call Center employees and processes upon reasonable prior notice to Partner. If HomeServe identifies a violation of this Agreement during such visit, then the Parties will work together to agree on a remediation plan.
3. **Partner obligations:**
 - a. Train its Call Center agents to perform their duties competently; and implement at least industry standard data safeguards to protect business and Customer Data.
 - b. Use mutually agreed scripts provided by HomeServe and not make any statements about the Plans or the Plan Fees unless expressly permitted by HomeServe.
 - c. Record all calls containing HomeServe offers and store such calls for two (2) years.
 - d. Call Center agents must know how to process a request for Do Not Call/Mail/Email and Partner must provide such requests to HomeServe each week in a mutually agreed format.
 - e. Transfer to HomeServe any Member inquiries.
 - f. Promptly notify HomeServe of any circumstances that may limit Partner’s ability to effectively and compliantly perform the STS program.
 - g. Comply with all training materials and mutually agreed procedures, Applicable Laws, any other requirements, and the terms of this Agreement.

EXHIBIT D

Partner Territory

The Partner Territory shall be the 23 counties in the Commonwealth of Kentucky identified on the following map identified in blue.

Delta Natural Gas Service Area



**DELTA NATURAL GAS COMPANY, INC.
CASE NO. 2024-00057**

**FIRST PSC DATA REQUEST
DATED MARCH 22, 2024**

3. Confirm whether HomeServe has obtained or will be obtaining Delta's customer list. If confirmed, provide the terms, monetary or otherwise, under which Delta is providing said customer list.

Response:

HomeServe will not be provided with Delta's customer list; only zip code information is being given.

Sponsoring Witness: John Brown

DELTA NATURAL GAS COMPANY, INC.
CASE NO. 2024-00057

FIRST PSC DATA REQUEST
DATED MARCH 22, 2024

4. Refer to the application at page three. Delta has estimated the annual revenue based on the number of participants in the Aqua HomeServe program in other states.
 - a. Explain how Delta will be compensated from the HomeServe program in Kentucky.

Response:

Delta will be compensated for (1) plan sales and fees and (2) offering to transfer customers to a HomeServe representative. The specific amounts are set forth in Exhibit B to the contract that is provided in response to Item No. 2.

Sponsoring Witness: John Brown

- b. Explain how Delta will be compensated as the program matures.

Response:

Please see the response to subpart a.

Sponsoring Witness: John Brown

- c. Describe what steps Delta has taken to ensure that its customers will not be subsidizing the HomeServe program.

Response:

Delta has taken steps to ensure that its customers will not be subsidizing the HomeServe program. The only ongoing involvement Delta's personnel has with the program is to offer to transfer the customer to a HomeServe representative. Pursuant to Exhibit B at 1(b)(iii), HomeServe compensates Delta for each such offer, whether or not the customer call results in a transfer or the sale of a plan. This payment, which offsets Delta's costs, ensures that customers are not subsidizing the program.

Sponsoring Witness: John Brown

**DELTA NATURAL GAS COMPANY, INC.
CASE NO. 2024-00057**

**FIRST PSC DATA REQUEST
DATED MARCH 22, 2024**

5. State whether HomeServe uses any other format that would in turn use the Delta name or logo, including but not limited to newspaper advertising, advertising fliers, uniforms, vehicles, business cards, etc.

Response:

As described in Section 1(b) of the contract, HomeServe may utilize the Delta name or logo for mail campaigns. Delta must provide its written consent before the campaigns are implemented.

Sponsoring Witness: John Brown

VERIFICATION

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF CLARK) SS:

The undersigned, **John B. Brown**, being duly sworn, deposes and says he is President of Delta Natural Gas Company, Inc., that he has personal knowledge of the matters set forth in the response for which he is identified as the witness, and the answer contained therein is true and correct to the best of his information, knowledge, and belief.



JOHN B. BROWN

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 10th day of April, 2024.

 (SEAL)
Notary Public

My Commission Expires:
June 19, 2027

JENNIFER PAGE BINGHAM
NOTARY PUBLIC
STATE AT LARGE KENTUCKY
COMM. # KYNP74158
MY COMMISSION EXPIRES JUNE 19, 2027