

Ameren Corporation
LANDLORD DIRECT Portal Agreement

This agreement is entered into between a User of the Landlord Direct Portal (hereinafter referred to as "Landlord") and Ameren (hereinafter referred to as "Company").

WHEREAS, the Landlord, a participant in the Landlord Program as evidenced by Landlord's consent to the Ameren Landlord Program Agreement, from time to time desires to have limited access to the Company's Landlord Direct system to obtain limited customer account information as to current or prospective tenants or input meter readings pursuant to the terms of this Agreement. Access to any of this information by Landlord is pursuant to the consent of such customer/tenants as evidenced in the Utility Addendum To Landlord Lease; and

WHEREAS, the Company desires to facilitate service for both Landlords and customer/tenants;

NOW, THEREFORE, the parties agree as follows:

1. **Purpose and Scope**. (A) The purpose and scope of this Agreement is to improve the process of starting utility service for the Landlord's tenants, to aid Landlord in retaining service between tenants and to enable Landlord to provide utility service estimates for prospective tenants; (B) By consenting to this Agreement Landlord is certifying that the nature of his/her business is leasing property to tenants as a landlord; (C) Landlord further certifies by consenting to this Agreement that he/she will not endeavor to obtain any Company held information as to customers of electric service without first having obtained the written authorization of the customer; (D) Landlord agrees to maintain copies of all written authorizations for a minimum of three (3) years from the date of obtaining them.

2. **Customer/Tenant Eligibility**. Landlord shall be responsible for retrieving the customer information pursuant to Company's procedures, and shall in good faith approve the eligibility of each customer/tenant to start utility service with the Company based upon the Company's guidelines for eligibility.

3. **Internet Access**. Landlord shall be responsible for entering the customer/tenant information on the Internet for the customer/tenant to start utility service with the Company, including final or beginning meter readings to complete "turn-off" and "turn-on" of service, if applicable. Company reserves the right to terminate Landlord's access to any information made available under this Agreement if Company discovers, and in its sole judgment determines, that Landlord has failed to meet Company's standards of accuracy or has violated any applicable law or regulation, or the Company's security or confidentiality procedures. Company shall not be held responsible for violations of the law or this Agreement by Landlord.

4. **Utility Addendum**. Landlord agrees to provide customer/tenant with a copy of the signed Utility Addendum with his/her lease.

5. **Rejections.** The Company shall reserve the right to reject/refuse any customer/tenant for service in accordance with the Company's credit guidelines and any applicable statutes and rules.

6. **Notification of Rejects.** The Company shall notify the Landlord if a customer/tenant is rejected for service. Notification for confirmation of service shall be provided to the Landlord within Landlord Direct if the customer/tenant is approved for service with the Company.

7. **No Property Rights.** This Agreement is not intended to convey any rights or license to Landlord except as specifically set forth herein and Landlord agrees to use the information, access to such information, and the software utilized under this agreement solely for the purposes set forth in this Agreement. Company reserves to itself all rights and ownership in the software, name of the program, and other property and proprietary rights which are the subject of this Agreement.

8. **No Agency or Joint Venture.** By this Agreement neither party is intending to confer on the other any form of agency or other right to bind the party in any manner, or to form any joint venture or other business or legal combination.

9. **Amendments.** From time to time the parties may amend any of the terms and conditions contained in the Agreement by a written amendment either signed by both parties or consented to electronically.

10. **Termination.** Company or Landlord may terminate this Agreement at any time. Such termination shall be effective on the second business day following either party's receipt of written notice of such termination or such later date as is specified in that notice. Any termination of this Agreement shall not affect any obligations of Company and Landlord arising prior to such termination, and Sections 3, 7, 8, 9, 15 and 17 shall survive termination of this Agreement.

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

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

13. **Binding Agreement .** This Agreement shall be binding upon and inure to the

benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

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

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

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

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

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