

## BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT ("Agreement") is entered into as of the 13th day of October, 2017 (the "Effective Date"), by and between **QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH**, a Utah corporation, having its principal office at 333 South State Street, Salt Lake City, UT 84111 ("Company"), and **DOMINION PRODUCTS AND SERVICES, INC.**, a Delaware corporation, having its principal office at 120 Tredegar Street, Richmond, VA 23219 ("Service Recipient") (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, Company is a natural gas utility company that engages in the business of natural gas utility service in the States of Utah and Idaho; and

WHEREAS, Service Recipient is authorized to provide certain unregulated, non-basic energy-related service contract programs (collectively, the "Programs") to customers located in Company's certificated service territory in the State(s) of Utah and Idaho (the "Territory") by means of service contracts with such customers; and

WHEREAS, the Parties desire to contract with one another for the purpose of setting forth terms and conditions pursuant to which Service Recipient will purchase certain billing services as defined on Exhibit A (the "Billing Services") from Company in connection with Service Recipient's marketing and sale of Programs to residential and small commercial customers in the Territory that also receive natural gas utility distribution service from Company, as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

#### I. QUALIFICATIONS AND OBLIGATIONS

At all times during the term of this Agreement, Service Recipient shall satisfy all requirements set forth on the attached Exhibit A, incorporated by this reference.

#### II. THIRD PARTY SERVICE PROVIDERS

It is understood and agreed that Service Recipient may market and sell the Programs directly or via a third party approved by Company.

#### III. SERVICES OFFERED

Exhibit B hereto, incorporated by this reference, describes the Billing Services Company will provide to Service Recipient as requested by Service Recipient and mutually agreed to by both Parties. Company will provide all Billing Services in compliance with all applicable statutes and regulations, including, but not limited to, UTAH CODE ANN. §54-4-37 and applicable sections of the Dominion Energy Tariff for Natural Gas Service in Utah, PSCU 500, as amended (the "Tariff"). For the avoidance of doubt, Service Recipient shall be responsible for compensating Company in full for all costs incurred by Company in rendering the Billing Services.

#### IV. PERSONNEL

Company will provide the Billing Services to Service Recipient utilizing the services of such of its customer service, billing, information technology, financial, accounting, clerical, and other Company personnel to the extent necessary for Company to perform the Billing Services.

## V. COMPENSATION

Service Recipient shall compensate Company in full for all costs and expenses incurred by Company in rendering the Billing Services.

(a) Upfront Costs. Service Recipient shall pay all upfront costs and expenses Company incurs to prepare its systems to provide the Billing Services to Service Recipient, including, but not limited to, all IT and billing system programming costs ("Upfront Costs"). Company may conduct such surveys or other reviews of market price salary, incentive compensation, facilities, shared services, information technology, and other costs associated with the upfront implementation and ongoing provision of the Billing Services as Company reasonably deems appropriate to determine the higher of cost or market for purposes of this Agreement. Once determined and agreed to by the Parties, the charges for such Billing Services will be outlined in Exhibit C, attached to this Agreement and incorporated by this reference.

(b) Ongoing Costs and Fees. As and to the extent required by law, Company will provide the Billing Services to Service Recipient at the cost specified in the Tariff as the higher of cost or market, as applicable. Company will review the charges for its Billing Services on an annual basis and may adjust its charges as appropriate.

(c) Payment Remittance. Service Recipient will remit payment of Upfront Costs and Support Service charges within ten (10) days of receipt of Company's invoice.

(d) Collection. Company shall apply customer payments first to a customer's natural gas bill (including past due charges). Any remaining balance shall apply to Service Recipient's account. If the remaining balance is not sufficient to satisfy fees due Service Recipient from customer, Service Recipient shall manage any collection process, and Company shall have no liability or obligation for providing or collecting such amounts. If the remaining balance is not sufficient to satisfy the fees due to Service Recipient and any other service recipient(s) also billing using Company's Billing Services, Company shall apply the remaining balance to each service recipient on a pro rata basis.

## VI. TERM

This Agreement shall commence on the Effective Date and shall remain in effect for a period of five (5) years thereafter, unless terminated earlier pursuant to Section VI.

## VII. TERMINATION; MODIFICATION

Either Party may terminate this Agreement by providing one-hundred twenty (120) days advance written notice of such termination to the other Party. No amendment, change, or modification of this Agreement shall be valid unless made in writing and signed by the Parties.

## VIII. INSURANCE

(a) Coverage. Service Recipient shall obtain and maintain, with responsible insurance carriers with a Best's Insurance Reports rate of "B+" or better and a financial size category of "IX" or higher, the following policies of insurance during the term of this Agreement:

(i) Workers Compensation insurance providing benefits in accordance with the statutory benefit laws of the state or states where the Programs will be offered or as required by any other state where the employee performing Program-related services for Service Recipient is normally employed;

(ii) Employer's Liability insurance with a total limit of at least two million dollars (\$2,000,000) per accident for bodily injury by accident and two million dollars (\$2,000,000) per employee for bodily injury by disease;

(iii) Commercial Automobile Liability insurance covering bodily injury and property damage with a total limit of at least two million dollars (\$2,000,000) per accident, which will cover liability arising out of any auto (including owned, hired and non-owned autos); and

(iv) Commercial General Liability ("CGL") insurance with a total limit of at least two million dollars (\$2,000,000) per occurrence (occurrence form policy) for bodily injury, property damage, and personal injury. CGL insurance required by this Agreement shall include, but not be limited to, specific

coverage for contractual liability encompassing the Indemnity Section of this Agreement; premises/operations liability; and products/completed operations liability.

(b) Umbrella Policy. The amount of coverage required may be satisfied, at Service Recipient's option, through a separate excess umbrella liability policy together with lower limit primary underlying insurance.

(c) Waiver. Service Recipient waives and shall cause its insurers to waive all rights against Company and its Affiliates (defined in subsection (j) below), and their directors, officers and employees, whether in contract or tort (including negligence and strict liability) for recovery of damages to the extent these damages are covered by the insurance required by this Agreement. The insurance required by this Agreement will be amended to waive any rights by the insurer to subrogate against Company, its Affiliates, and their directors, officers, and employees.

(d) Additional Insureds. Service Recipient shall cause its insurers providing the coverage required by this Agreement, except for the insurers providing the Workers Compensation and Employer's Liability insurance, to name Company, its Affiliates, and each of their officers, directors, employees, contractors, and agents, as additional insureds to the coverages required above as their interests attach with respect to liability arising out of Service Recipient's performance of its obligations pursuant to this Agreement. The CGL, Commercial Automobile Liability, and, if applicable, the umbrella liability coverage required by this Agreement will provide for claims by one insured against another such that, except for the limits of insurance, the insurance will apply separately to each insured against whom or which a claim is made or suit is brought.

(e) Primary Coverage. Service Recipient shall ensure that the coverage required by this Agreement is primary with respect to any other similar insurance or self-insurance maintained by Company.

(f) Cancellation of Coverage. The coverage required by this Agreement may not be canceled, nonrenewed, or materially changed without Service Recipient giving thirty (30) days prior written notice to Company.

(g) Certificates of Insurance. No later than thirty (30) days prior to the date when Service Recipient will begin offering the Programs, Service Recipient shall provide certificates of insurance to Company from Service Recipient's insurers, certifying that Service Recipient's insurance coverage is in the form and amount required by this Agreement. Failure of Company to demand certificate of insurance or other evidence of full compliance with these insurance requirements or failure of Company to identify a deficiency from evidence that is provided will not be construed as a waiver of Service Recipient's obligation to maintain such insurance and will in no way relieve or limit Service Recipient's obligations and liabilities under this or any other provisions of this Agreement.

(h) Substitute Coverage. If during the term of this Agreement Service Recipient's insurance coverage is materially changed or if it terminates, then Company may procure, on Service Recipient's behalf, insurance that meets the requirements of this Agreement. Any premiums or other costs or fees (including without limitation fees paid to any insurance broker or agent) incurred as a result of procuring substitute coverage may be charged to Service Recipient.

(i) Insurance No Limit to Liability. Unless otherwise expressly stated, the parties agree that any requirement for insurance imposed upon Service Recipient or Providers by this Agreement is not intended nor shall it be construed as any limit of liability of Service Recipient under this Agreement.

(j) Affiliates. If and for so long as Company and Service Recipient are Affiliates (defined below) and participate in the same insurance program, the requirements of this Article VIII shall be deemed satisfied with respect to Service Recipient. For purposes of this Agreement, "Affiliate" means any parent or subsidiary of a Party, any company that has an ultimate parent company in common with a Party, any person or entity that holds, directly or indirectly, an ownership interest of more than 50% of a Party, any person or entity that controls or directs the management of a Party, any entity in which a Party holds, directly or indirectly, an ownership interest of more than 50%, or any entity with respect to which a Party controls or directs the management.

## IX. INDEMNITY

To the extent allowed by law, each Party (the "Indemnifying Party") agrees to indemnify, hold harmless and defend the other Party, the other Party's Affiliates (as defined in Section VIII(j)), and each of their respective directors, officers, employees, contractors, and agents (each an "Indemnitee") from and against any and all claims, demands, costs, liabilities, lawsuits, or other proceedings brought or threatened by any third party, including an

Indemnitee's and the Indemnifying Party's employees, contractors, and agents, (each, a "Third Party Claim"), and to pay all of each Indemnitee's costs in connection with, arising from, or relating to, arising from, or relating to any Third Party Claim, including but not limited to, any judgment, amounts paid in settlement, fines, penalties, forfeitures, and expenses (including reasonable attorneys' fees through final appeal), whether at law, in equity, or administrative in nature, in any manner relating to this Agreement and arising out of, resulting from, or caused by: (a) personal or bodily injury or death; (b) property damage; or (c) violation of law. The Indemnifying Party will only be liable under this Indemnity Article for claims that arise in connection with the negligence, gross negligence, or willful misconduct of the Indemnifying Party's employees, the Indemnifying Party's contractors and/or the Indemnifying Party's contractor's employees. The Indemnifying Party will not be liable under this Indemnity Section for any injuries, deaths, or damage to the extent that they are caused by an Indemnitee's negligence, gross negligence, or willful misconduct.

#### **X. CONFIDENTIAL INFORMATION**

(a) Confidential Information Defined. Company may disclose proprietary information to Service Recipient to the extent necessary for Service Provider to obtain the Billing Services. Service Recipient understands and agrees that all such information is and shall be deemed to be Company's confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, proprietary compilations of information, including publicly available information, created, held, or maintained by Company in the regular course of business. Confidential Information shall not include anything that: (i) at the time it is disclosed to Service Recipient, the information is already in Service Recipient's possession or available to it or its employees from any other source having no obligation to the Company; (ii) is or becomes available to the public without breach of this Agreement by Service Recipient, its subcontractors, consultants, or agents or any of their respective employees; or (iii) is at any time obtained by Service Recipient from any person or entity having no obligation to or relationship with the Company.

(b) PII. Each Party understands and agrees that it does not intend to disclose personally identifiable information ("PII"), as defined by applicable federal or state law, to the other Party during performance of this Agreement. If a Party believes in good faith that it has received PII from the other Party, the Receiving Party shall (i) immediately inform the Disclosing Party and (ii) protect such PII as Confidential Information in compliance with the requirements of this Agreement and applicable law. The Receiving Party shall promptly return or destroy such PII if so directed by the Disclosing Party and inform the Disclosing Party when the destruction is complete.

(b) Applicability. The confidentiality obligations of this Agreement will apply to all Confidential Information whether disclosed before, on, or after the Effective Date.

(c) No Ownership. Company has and will retain sole and exclusive ownership of all right, title, and interest in and to its Confidential Information, subject only to the rights and privileges expressly granted to Service Recipient under this Agreement.

(c) Limited Use. Service Recipient acknowledges that access to Company's Confidential Information is only for purposes of performing its obligations under this Agreement or to support the specific Programs for which Service Provider requests the Billing Services ("Authorized Use"). Service Recipient shall maintain the Confidential Information in the strictest confidence. Service Recipient shall not, without first obtaining the express prior written permission of Company, which consent may be withheld in Company's absolute and sole discretion: (i) sell, transfer, or disclose Company's Confidential Information to any third party; or (ii) directly or indirectly use Company's Confidential Information in its business, except as allowed by this Agreement. Service Recipient shall limit its disclosure of Company's Confidential Information to Service Recipient employees and subcontractors who have a legitimate need to receive the Confidential Information in order to accomplish the Authorized Use and who have executed an agreement to be bound by the terms of this Confidential Information Section. Company may disclose Service Recipient's Confidential Information to (i) third party contractors and service providers in connection with Company's use and receipt of the Work (provided that they are subject to contractual obligations to keep such Service Recipient Confidential Information confidential) and (ii) Company's Affiliates.

(d) Required Disclosure. If Service Recipient receives an order from a court of competent jurisdiction or governmental authority requiring disclosure of any Confidential Information, it shall give Company notice as

soon as possible in order to afford Company an opportunity to defend against such disclosure. If any disclosure is finally ordered, Service Recipient shall disclose only such of the Confidential Information as is necessary to meet the requirements of such order.

(e) Return of Confidential Information. Upon termination of this Agreement or at any time at the request of Company, Service Recipient shall: (i) deliver promptly to Company all of Company's Confidential Information in Service Recipient's possession or under its control that is in tangible form; and (ii) permanently destroy (including deletion of permanent and temporary files, if any, stored on computers or other electronic devices) all of Company's Confidential Information in its possession that is in electronic or other intangible form. If requested by Company, Service Recipient shall deliver a certificate certifying that it has satisfied the requirements of this Confidential Information Section. Notwithstanding the foregoing, to the extent it would be unreasonably costly or cumbersome, Service Recipient shall not be required to delete (x) publicly available information or (y) intangible copies of Confidential Information made as part of Service Recipient's routine systems back-up procedures.

## XI. NOTICE

Where written notice is required by this Agreement, said notice shall be deemed to have been duly given on the date mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

(a) To Company:

Dominion Energy Utah  
333 South State Street (84111)  
P.O. Box 45360  
Salt Lake City, UT 84145-0360  
Attn: General Manager Customer Relations - QGC

With a copy to:

Dominion Energy Utah  
333 South State Street (84111)  
P.O. Box 45360  
Salt Lake City, UT 84145-0360  
Attn: Managing General Counsel

(b) To Service Recipient:

Dominion Products and Services, Inc.  
120 Tredegar Street  
Richmond, VA 23219  
Attn: Director, Retail

With a copy to:

Dominion Energy Services, Inc.  
120 Tredegar Street – Riverside 6  
Richmond, VA 23219  
Attn: Gary A. Jeffries, Assistant General Counsel

**XII. REGULATION; GOVERNING LAW**

(a) This Agreement is contingent upon the receipt and continuation of all required regulatory approvals or authorizations. To the extent any required regulatory approval or authorization is denied or withdrawn in any of the states comprising the Territory, such denial or withdrawal shall not be a bar to the Parties' execution and delivery and/or performance of this Agreement elsewhere in the Territory.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws provisions. In the event of a conflict between the Tariff and the terms and conditions of this Agreement, the Tariff shall control.

**XIII. MISCELLANEOUS**

(a) Entire Agreement. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the Parties with respect to its subject matter, and effective upon the execution of this Agreement by the Parties, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.

(b) Waiver. No waiver by either Party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

(c) Assignment. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. No assignment of this Agreement or any Party's rights, interests or obligations hereunder may be made without the other Party's consent, which shall not be unreasonably withheld, delayed or conditioned.

(d) Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

**QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH**

By: Colleen Barkin Bell

Name: Colleen Barkin Bell

Title: Vice President and General Manager – Western Distribution

**DOMINION PRODUCTS AND SERVICES, INC.**

By: Scot C. Hathaway

Name: Scot C. Hathaway

Title: President

EXHIBIT A

**SERVICE RECIPIENT QUALIFICATIONS AND OBLIGATIONS**

THIS EXHIBIT A is part of and subject to the Billing Services Agreement by and between Dominion Energy Utah and Dominion Products and Services, Inc. effective October 13, 2017 ("Agreement"). Capitalized terms used but not defined have the meanings assigned them in the Agreement.

To receive Billing Services, Service Recipient must satisfy the following requirements at all times during the term of the Agreement,

(a) **Service Contract Provider**

Service Recipient must be authorized as a "service contract provider" pursuant to applicable state law (UTAH CODE ANN. 31A-6A-101 et seq.; IDAHO CODE ANN. §41-114A). Service Recipient's provision of documentation sufficient to show compliance with this requirement is a condition precedent to Company's obligation to provide Billing Services. Service Recipient shall provide such documentation prior to the start of Billing Services, on an annual basis on or before any anniversary of the Effective Date during each year of the Term, and at any other time upon Company's reasonable request. Company will review such documentation on at least an annual basis. COMPANY HAS NO OBLIGATION TO PROVIDE, CONTINUE TO PROVIDE, OR RESUME PROVIDING SUPPORT SERVICES UNTIL AND UNLESS SERVICE RECIPIENT QUALIFIES AS A SERVICE CONTRACT PROVIDER. COMPANY WILL CEASE PROVIDING SUPPORT SERVICES IMMEDIATELY UPON NOTIFICATION THAT SERVICE RECIPIENT IS NO LONGER AUTHORIZED AS A SERVICE CONTRACT PROVIDER.

(b) **Customer Authorization**

Service Recipient must obtain written or verbal authorization (in compliance with the requirements of UTAH CODE ANN. § 54-4-37 (10)-(17)) from each customer to include Service Recipient's charges on Company's bill, and shall retain verbal authorizations for at least two years. Service Recipient shall provide evidence of customer authorization upon request. Service Recipient shall bear all costs relating to the "verifier" required by the statute above, and shall identify the verifier upon Company's request. Company will not provide Service Recipient's fees on a customer's bill until and unless Service Recipient provides the appropriate gas account number.

(c) **Programs**

Service Recipient's Programs must be directly or indirectly related to electrical service, natural gas service, water service, sewer service, water heater, heating or cooling service, interior plumbing or draining service, surge protection service, or household appliance service, unless otherwise approved by Company. Customers must be able to cancel Program services at any time.

(d) **Independent Call Center**

Service Recipient must have its own customer call center for Service Recipient's customers and provide a toll-free number for customer use. Service Recipient's call center must have the ability to record all telephone correspondence with customers. Service Recipient shall provide the toll-free number(s) to Company and keep Company informed of any changes to the telephone numbers. Company will directly connect customers calling regarding Service Recipient or Service Recipient's programs to Service Recipient's call center, or provide the call center's toll-free number to the customer upon request. COMPANY HAS NO OBLIGATION OR RESPONSIBILITY FOR, AND SHALL HAVE NO LIABILITY REGARDING, SERVICE RECIPIENT'S CUSTOMER RELATIONS OR FOR RESPONDING TO QUESTIONS OR ISSUES REGARDING SERVICE RECIPIENT'S PROGRAMS OR PROCESSES.

EXHIBIT B

**DESCRIPTION OF SUPPORT SERVICES**

THIS EXHIBIT B is part of and subject to the Billing Services Agreement by and between Dominion Energy Utah and Dominion Products and Services, Inc. effective October 13, 2017 ("Agreement"). Capitalized terms used but not defined have the meanings assigned them in the Agreement.

The Parties agree as follows:

Company shall provide customer billing, remittance, and receipt services to Service Recipient with respect to Service Recipient's customers who are also residential or small business customers of Company (collectively, "Billing Services"). Company shall perform Billing Services in a form and manner mutually agreed upon by the Parties.

Service Recipient shall assist Company as necessary to (1) prepare Company's systems to provide the Billing Services and (2) implement secure connections or interfaces between Company's systems and Service Recipient's systems to the extent necessary for performance of the Billing Services. Company shall notify Service Recipient when it is operationally ready to provide the Billing Services, expected September 15, 2017.



EXHIBIT C

**BILLING SERVICES COSTS AND FEES**

THIS EXHIBIT C is part of and subject to the Billing Services Agreement by and between Dominion Energy Utah and Dominion Products and Services, Inc. effective October 13, 2017 ("Agreement"). Capitalized terms used but not defined have the meanings assigned them in the Agreement.

THE PARTIES AGREE AS FOLLOWS:

[THE PARTIES WILL DETERMINE THE AMOUNTS FOR ALL UPFRONT COSTS AND ONGOING FEES AS REQUIRED BY THE APPROPRIATE TARIFFS AND THIS AGREEMENT, AND SHALL THEN REPLACE THIS EXHIBIT C. IT IS EXPECTED THIS EXHIBIT C WILL BE REVIEWED AND/OR REPLACED ANNUALLY.]