

Chapter 2

ESP Enrollment

***From
SCE's Manual***



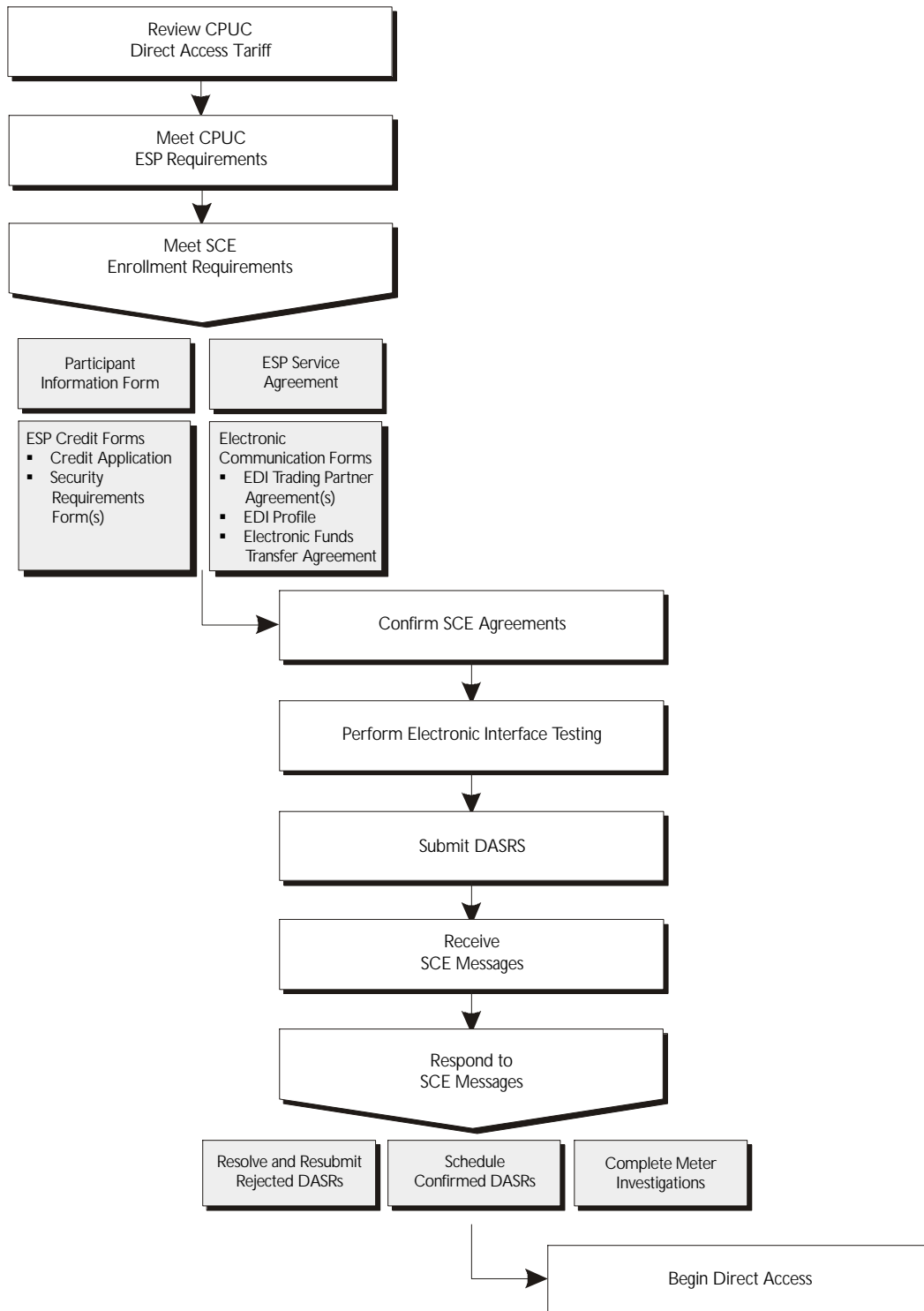
The ESP Handbook

Chapter 2 *Enrolling in Direct Access—An Overview*

Version 2.5
November 23, 1998

Chapter 2: Enrolling in Direct Access—An Overview

Providing Direct Access Services in the SCE Service Territory: The Process from an ESP Perspective



**Review CPUC
Direct Access Tariff**

2.1. Introduction

This chapter of the ESP handbook is designed to provide ESPs with an overview of the process of establishing and providing Direct Access services to end-use customers within the SCE service territory from an ESP perspective. The flow chart shown on the previous page summarizes this process. The text below offers a brief description of each of the steps.

Review CPUC Direct Access October 30, 1997 Decision

Electric Service Providers (ESPs) considering entering the California market in order to provide Direct Access service should begin the enrollment process by reviewing the CPUC October 30, 1997 decision on the Direct Access Implementation Plans. This is available at www.cpuc.ca.gov. The Commission decision describes the terms and conditions ESPs should follow in order to participate in Direct Access throughout California. As such, it provides critical information about the operational framework for all transactions associated with providing retail choice to customers in the electricity market.

Because SCE has in some cases adopted policies that do not yet meet the exact policies established in the CPUC's October 30, 1997 decision, SCE will file comments to the CPUC's decision on December 1, 1997. SCE will then work as rapidly as possible to align itself with the CPUC's policies and procedures. This handbook will be updated as required to reflect resolution of outstanding issues.

**Meet CPUC
ESP Requirements**

Meet CPUC ESP Requirements

The California Public Utilities Commission has established a series of requirements for ESPs. These include:

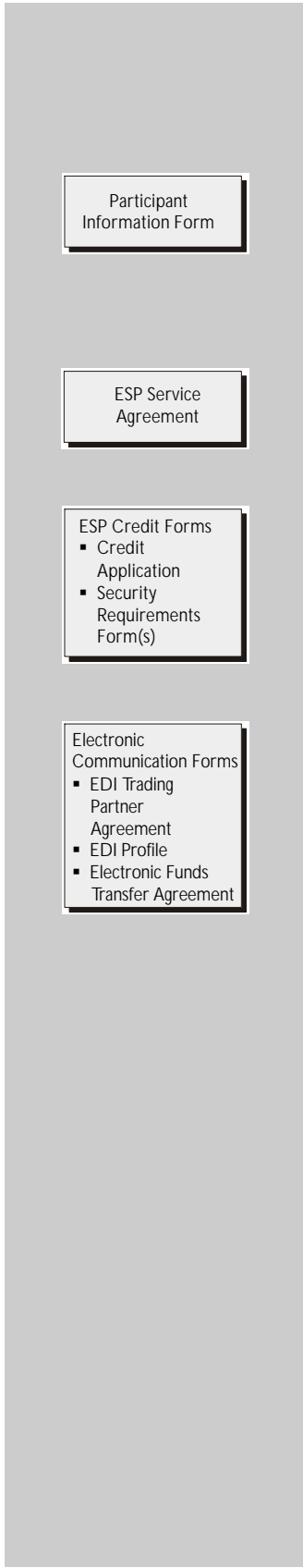
- Registering with the Commission if an ESP intends to serve consumers with peak demand of less than 20 kW
- Obtaining certified scheduling coordinators
- Employing an authorized independent verification agent
- Optional— obtaining a renewable energy certification

These requirements are defined in the CPUC's web page.

**Meet SCE
Enrollment Requirements**

Meet SCE Enrollment Requirements

As part of providing Direct Access services within SCE's service territory, ESPs will need to provide specific information, enter into agreements, and develop arrangements directly with SCE to coordinate the provision of basic and additional Direct Access services to consumers. These requirements, and the forms necessary to provide this information to SCE, are listed below. Copies of these forms and agreements can be obtained by requesting the ESP Basic Information Packet from ESP Services at (888) 371 ESPS.



The following agreements and forms are part of the SCE DA enrollment process:

- **Participant Information Form**—SCE requires specific information about the ESP, Meter Data Management Agent (MDMA), and Meter Services Provider (MSP), necessary for effectively and efficiently transacting business with an ESP. This form is required when an ESP will be conducting business within the SCE service territory.
- **SCE-ESP Service Agreement**— The Service Agreement is the centerpiece of the legal relationship between an ESP and SCE. This agreement, which incorporates the Direct Access tariff, is required prior to an ESP operating in the SCE service territory.
- **Credit Forms**— These forms provide SCE with basic information needed to allow ESPs to establish credit with SCE. The Credit Profile Application is required prior to an ESP operating in SCE’s service territory.
- **EDI Trading Partner Agreement**— This agreement establishes the general responsibilities of the Electronic Data Interchange (EDI) partnership. It is only required if an ESP chooses to utilize EDI transaction with SCE. In the future, SCE intends to utilize EDI for the majority of electronic communications with others, including ESPs, customers, and suppliers.
- **EDI Trading Partner Profile**— The EDI Trading Partner Profile is utilized to establish and set up EDI communications for ESPs who will be utilizing EDI to submit Direct Access Service Requests (DASRs), billing data, and remittance information to SCE. This form requests critical information that is necessary in order for the ESP to communicate with SCE via EDI, and for SCE to determine the entity sending the transaction.
- **Electronic Funds Transfer Agreement**— This agreement establishes the terms and conditions for electronic funds transfer.
- **Customer Information Service Request Form (CISR)**— This form allows ESPs to acquire customer-specific usage data in advance of the DASR process. This form must be completed and signed by the customer prior to the release of such information.

ESPs will need to obtain Dun & Bradstreet (D&B) numbers to enroll with SCE. These numbers are critical identifiers for a variety of ESP-SCE interactions. D&B numbers provided to SCE must be valid and singularly used by only one ESP. ESP subcontractors providing related services in Direct Access are also required to provide D&B numbers. Should there be a change to an ESP or subcontractor’s D&B number, SCE should be notified immediately. For further information regarding the establishment of D&B numbers, please contact Dun & Bradstreet directly at (800) 234-3867.

Confirm SCE Agreements

Confirm that SCE Agreements are Complete and Accurate

The ESP will be notified when its SCE-ESP Service Agreement has been received and approved. This letter will confirm receipt of the agreement, as well as provide information ESPs must use as part of submitting and successfully processing the Direct Access Service Request (DASR). If any information about the ESP contained on the confirmation letter is incorrect, the ESP should contact SCE immediately. Inaccurate information may affect SCE's ability to enroll ESPs in a timely manner.

Perform Electronic Testing

Perform Electronic Testing

In order to enroll in Direct Access in California, and conduct key transactions in the process of doing business within the SCE service territory, ESPs must be able to communicate electronically with SCE. To assist ESPs in developing this capability, an ESP is first required to submit certain background information described in the "Meet SCE Enrollment Requirements" step of the Direct Access process. An SCE

Electronic Communications Coordinator may contact the ESPs to ensure that all the required information is correctly submitted.

In addition to providing information, ESPs may be required to follow a prescribed testing procedure developed by SCE. ESPs should contact SCE's Electronic Communications Coordinator for information on how to submit new DASRs at (800)795-6723 or directly at (562) 491-2228.

Submit DASRS

Submit the Direct Access Service Request (DASR)

In this step, an ESP communicates to SCE a request to switch a specific customer from its current energy supplier to the new ESP. In this communication, known as the Direct Access Service Request (DASR), an ESP provides background information about the customer it plans to serve. The ESP also uses the DASR to provide information about itself, and its plans to provide services such as billing and metering. A separate DASR must be submitted for each individual SCE service account. In other words, **ESPs will need to submit an individual DASR for each end-use customer planning to switch from bundled service with SCE to Direct Access or to switch a customer from one ESP to another.**

The DASR is organized as a template with an array of information fields to be completed. This information can be sent via e-mail or Electronic Data Interchange (EDI). For further information on this important step, and SCE's policies associated with the DASR process, please see Chapter 6.

Receive SCE Messages

Receive
SCE Messages

In response to the submission of an individual DASR, SCE will send three sets of messages. In the first set, SCE will provide an automatic response to a DASR indicating that SCE has received electronic information. This automatic response may also indicate that certain DASRs are not in readable format, and should be resubmitted. In the second set of communications, SCE will provide a receipt acknowledgment indicating that the DASR is or is not materially complete. In the third set of communications, SCE will send an ESP and the end-use

customer either a confirmation with a Direct Access effective date, a confirmation with a Direct Access effective date pending a Meter Investigation, or a rejection.

Respond to SCE Messages

Responding to Confirmations

Confirmations are provided for those DASRs successfully submitted by ESPs. Confirmations will include the scheduled effective date for initiating Direct Access services. No response by the ESP is necessary when no changes in meter ownership or the existing metering equipment are necessary.

Respond to
SCE Messages

Schedule
Confirmed DASRs

Responding to Rejections

DASRs can be rejected for an array of reasons, including:

- fields that are blank in the DASR
- fields that are invalid, or not previously stated in the ESP Service Agreement
- DASRs blocked by previously submitted DASRs

In these cases, the DASR will be returned to the ESP and will be marked with an appropriate reason code designed to provide the ESP with an explanation for the rejection. The ESP should correct the problem and resubmit the DASR.

Resolve and Resubmit
Rejected DASRs

Responding to Meter Investigations

When applicable, including cases where an ESP requests to own the meter or when the ESP requests to purchase or install a new meter for the customer, SCE will initiate a Meter Investigation. These investigations require that SCE and the ESP communicate with each other to coordinate the selection and installation of the new meter, to allow for ownership change, and to complete any other required steps. Once a Meter Investigation is complete, the Direct Access scheduled effective date can be set. For specific information about the Meter Investigation, please see Chapter 7 of this handbook. ESPs should

Complete Meter
Investigations

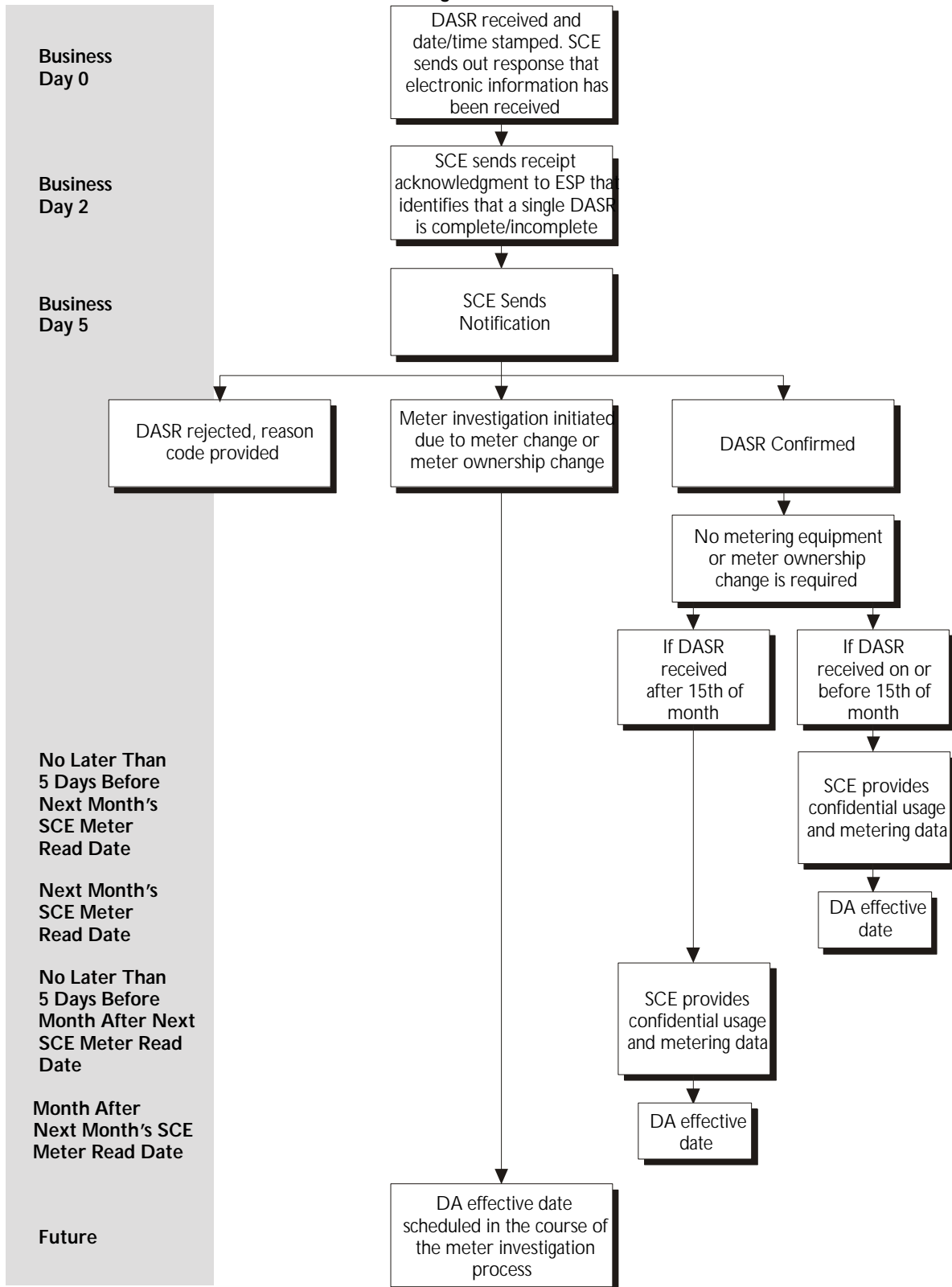
note that end-use customers below 20 kW in demand cannot request to own meters until 1/1/99 at the earliest. DASRs requesting these unauthorized meter ownership changes will be automatically scheduled without a Meter Investigation.

Begin Direct Access

This step concludes the process of enrolling in Direct Access with SCE. As ESPs provide electric services to new customers, their service offering selections may change, customers will move, and other modifications will occur that will affect the Direct Access service. As these changes take place, ESPs should contact SCE's ESP Services Division and/or ESP Support Center to understand their options and coordinate the next steps.

Begin Direct Access

2.11 Processing the DASR within SCE



2.12 SCE's Policy for ESP's With No Active Scheduling Coordinator

When SCE is aware that an ESP is without the services of an active certified Scheduling Coordinator:

- SCE will suspend the SCE-ESP Service Agreement
- SCE will revert all existing switched DA customers to UDC bundled service.
- SCE will cancel all pending DASRs.

Before SCE will accept new DASRs:

- SCE will require a "letter of reinstatement" from the respective ESP to validate its SCE-ESP Service Agreement.
- SCE will require a letter of reinstatement from the ESP's active/certified Scheduling Coordinator stating it will be performing on the ESP's behalf.



The ESP Handbook

Chapter 3 Enrolling in Direct Access— Completing SCE's Forms

*Version 2.5
November 23, 1998*

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In this chapter, a copy of the key forms required to enroll with SCE in Direct Access is included. In order to assist ESPs in correctly completing these forms, a set of instructions is included for each individual form. Please review and follow these instructions carefully; incorrectly submitted forms can lead to significant delays in establishing Direct Access services in the SCE service territory.

ESPs should note that the forms and instructions associated with completing a Meter Investigation are included as part of Chapter 7 of this handbook. The Direct Access Service Request template and its instructions are included in Chapter 6 of this handbook.

Participant Information Form Instruction Sheet

Purpose

The Participation Information Form is utilized by SCE to compile specific information about the ESP, MDMA, and MSP. This information is necessary for effectively and efficiently transacting business with an ESP. The following form is required when an ESP will be conducting business within the SCE service territory.

General Instructions

1. Please type or print in ink.
2. If a mistake is made, you can make the corrections or request a new form from ESP Services.
3. If, in the future, you need to make changes to any of the information on this form, you must complete a new form. If a change in your MDMA has occurred you must also complete a MDMA Change form. This form is located in Chapter 7 - "Metering Under Direct Access".
4. Section I: Must be completed.
5. Sections II and III are required when a provider other than SCE will be providing these services. If you have more than one MSP please complete sections 2 and 3 only on another PIF form.
6. Send completed forms to:

ESP Services
P.O. Box 410
Long Beach, CA 90801
Attn: Denise Grant

7. Please make a copy of your completed form for your records.
8. If you have any questions, please call:
ESP Services at (888) 371-ESPS
(888) 371-3777

Participant Information Form Instructions for Preparation

Instructions for Section I: General Information— ESP

This section is *required* to be completed by each ESP. Please provide the following information for the **ESP**:

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
ESP individual name/business name:	Legal Business Name. Name of Sole proprietor, partnership, or Corporate name
Doing Business As (DBA) name:	Name you will conduct business under if different than legal
Business street address:	Business headquarters address
Mailing street address (if different from business address):	Where you would like correspondence and/or bills sent to
Primary/alternate business contact name:	Individuals assigned as business contacts for utility
Primary/alternate phone number:	Phone number of business contacts for utility
Primary/alternate E-mail address:	E-mail address of business contacts for utility
ESP Dun & Bradstreet number:	9 digit no. that utility will use as the unique identification no. for the ESP
ESP - CPUC registration number (if applicable):	If registered with the CPUC please provide your 4-digit number
Scheduling Coordinator name:	Name of the Scheduling Coordinator reporting usage to the ISO for the ESP, if more than one, please attach a separate sheet
Renewable Certification number (if applicable):	The certification number provided by the CPUC
Preferred Method of Submitting DASRs	The method that will be utilized to submit DASRs
E-mail address for data exchange via Internet (CSV format):	The e-mail address that will be utilized to submit DASRs via Internet (CSV format)
E-mail address for correspondences:	E-mail address where ESP can receive correspondences only

Instructions for Section II: General Information—MDMA

Please provide the following information for the **MDMA**, if not using SCE for these services:

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
MDMA individual name/business name:	Legal Business Name. Name of Sole proprietor, partnership, or Corporate name
Doing Business As (DBA) name:	Name you will conduct business under if different than legal
Business street address:	Business headquarters address
Mailing street address (if different from business address):	Where you would like correspondence and/or bills sent to
Primary/alternate business contact name:	Individuals assigned as business contacts for utility
Primary/alternate phone number:	Phone number of business contacts for utility
Primary/alternate E-mail address:	E-mail address of business contacts for utility
MDMA Dun & Bradstreet number:	9 digit no. that utility uses as the unique identification no. for the MDMA
MDMA Certification number:	The certification number provided by the CPUC
MDMA Server Address:	The address of the MDMAs server that will contain meter read information
MDMA Server Password:	The password to obtain access to the MDMA server
E-mail address for correspondences:	E-mail address where MDMA can receive correspondences only

Instructions for Section III: General Information—MSP

Please provide the following information for the **MSP**, if not using SCE for these services:

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
MSP individual name/business name:	Legal Business Name. Name of Sole proprietor, partnership, or Corporate name
Doing Business As (DBA) name:	Name you will conduct business under if different than legal
Business street address:	Business headquarters address
Mailing street address (if different from business address):	Where you would like correspondence and/or bills sent to
Primary/alternate business contact name:	Individuals assigned as business contacts for utility
Primary/alternate phone number:	Phone number of business contacts for utility
Primary/alternate E-mail address:	E-mail address of business contacts for utility
MSP Dun & Bradstreet number:	9 digit number that utility will use as the unique identification number for the MSP
MSP Certification number:	The certification number provided by the CPUC
E-mail address for correspondences:	E-mail address where MDMA can receive correspondences only

Instructions for Section IV: General Information- Billing: ESPs are *required* to complete this section. Please provide your billing option selected on the ESP Service Agreement, and complete the appropriate sections depending on the billing option you select. The Billing Inserts can either be downloaded from the SCE Website (www.sce-esp.com) or provided as a hard copy paper version.



SOUTHERN CALIFORNIA

EDISON

An EDISON INTERNATIONALSM Company

PARTICIPANT INFORMATION FORM

GENERAL INFORMATION—ELECTRIC SERVICE PROVIDER (ESP)

Reviewed By:

Date:

Section I: General Information— ESP		
Individual Name/Business: Name:		DBA:
Business Street Address:		
City:	State:	Zip Code:
Mailing Street Address:		
City:	State:	Zip Code:
Primary Business Contact:	Alternate Business Contact:	
Primary Phone Number:	Alternate Phone Number:	
Primary E-Mail:	Alternate E-Mail :	
Dun & Bradstreet Number:	CPUC Registration Number (if applicable):	
Scheduling Coordinator:	Renewable Provider Number (if applicable):	
Preferred Method of Submitting DASRS: <input type="checkbox"/> EDI <input type="checkbox"/> E-mail in CSV		E-mail address for CSV formats:
Correspondence e-mail address:		

GENERAL INFORMATION—METER DATA MANAGEMENT AGENT; if applicable

Section II: General Information— MDMA		
Individual Name/Business: Name:		DBA:
Business Street Address:		
City:	State:	Zip Code:
Mailing Street Address:		
City:	State:	Zip Code:
Primary Business Contact:	Alternate Business Contact:	
Primary Phone Number:	Alternate Phone Number:	
Primary E-Mail:	Alternate E-Mail :	
Dun & Bradstreet Number:	Certification Number:	
MDMA Server Address:	MDMA Server Password:	
Correspondence e-mail address:		

GENERAL INFORMATION—METERING SERVICE PROVIDER; if applicable

Section III: General Information— MSP		
Individual Name/Business: Name:		DBA:
Business Street Address:		
City:	State:	Zip Code:
Mailing Street Address:		
City:	State:	Zip Code:
Primary Business Contact:	Alternate Business Contact:	
Primary Phone Number:	Alternate Phone Number:	
Primary E-Mail:	Alternate E-Mail :	
Dun & Bradstreet Number:	Certification Number:	
Correspondence e-mail address:		

GENERAL INFORMATION— BILLING

Section IV: Billing Option(s) Selected in ESP Service Agreement		
<input type="checkbox"/> Dual Billing <input type="checkbox"/> ESP Consolidated Billing <input type="checkbox"/> SCE Consolidated Billing		
Section V: Additional Information— ESP Consolidated Billing		
Preferred Method of Receiving	Preferred Method for Receiving	Preferred Method of Payment to SCE (select one only):
Bill-Ready Data:	Invoices from SCE:	<input type="checkbox"/> EDI/EFT <input type="checkbox"/> Electronic Funds Transfer
<input type="checkbox"/> EDI	<input type="checkbox"/> EDI <input type="checkbox"/> Paper	<input type="checkbox"/> Direct Payment <input type="checkbox"/> Authorized Payment Agencies
	<input type="checkbox"/> Diskette	<input type="checkbox"/> Pay-by-Phone <input type="checkbox"/> Mail-in
Section VI: Additional Information— SCE Consolidated Billing		
Preferred Method of Sending Bill-Ready Data to SCE:		Preferred Method to Receive Payment from SCE:
<input type="checkbox"/> EDI <input type="checkbox"/> E-mail in CSV		<input type="checkbox"/> EDI/EFT <input type="checkbox"/> EDI/paper
E-mail address for CSV formats:		<input type="checkbox"/> Check and Paper (check with hard copy remittance)
Section VII: Billing - EFT Banking Information		
Bank Name:	Account Name:	
Bank Address:	Account No. :	Bank ABA No.:
Section VIII: Billing Inserts		
Preferred method to Receive Bill Inserts:		
<input type="checkbox"/> SCE Website (www.sce-esp.com) <input type="checkbox"/> Paper		

Selecting the ESP Consolidated Billing Option also requires selecting the Dual Billing option. Dual Billing is required for reverse bills or rebills under ESP Consolidated Billing.

**SCE-ESP Service Agreement
Instruction Sheet**

Purpose

The SCE-ESP Service Agreement is the centerpiece of the legal relationship between an ESP and SCE. This agreement, which incorporates the Direct Access Tariff, is required prior to an ESP operating in the SCE service territory.

General Instructions

1. Please type or print in ink.
2. Do not make any changes in the text of this agreement.
3. If a mistake is made, please request a new agreement from ESP Services.
4. If you need to make changes to the billing or metering options, please submit them in writing to SCE(s), ESP Services division.
5. This agreement must be completed and approved by SCE at least 2 days prior to DASR submission. Send all completed forms and agreements to:

ESP Services
P.O. Box 410
Long Beach, CA 90801
Attn: Denise Grant

6. Please make a copy of your completed agreement for your records.
7. If you have any questions, please call:
 ESP Services at (888) 371-ESPS
 (888) 371-3777

**Service Agreement
Instructions for Preparation**

SCE-ESP Service Agreement— General Information

The Service Agreement establishes the contractual relationship between SCE and the ESP. Certain specifications requested in the service agreement must be established prior to SCE processing Direct Access Service Requests (DASR). Please complete all blank data fields of the agreement.

Please indicate if you wish to provide the following billing/metering services.

Billing Option(s) Offered to the end-use customers by ESP & method of communication for billing charges (please check all that apply):

- **Consolidated SCE Billing**
 - EDI or other electronic exchange
- **Consolidated ESP Billing**
 - Paper
 - Diskette
 - EDI
 - Other electronic exchange (E-mail in CSV)
- **Separate SCE and ESP Bills**

Meter Option(s) Offered to End-Use Customers by ESP (please check all that apply):

- **ESP will provide Interval Meters.**
- **ESP will offer Meter Services.**
- **ESP will offer MDMA Services.**

If these services are not selected in the service agreement, SCE will provide these services.

**SOUTHERN CALIFORNIA EDISON COMPANY
ENERGY SERVICE PROVIDER SERVICE AGREEMENT**

Agreement Number: _____

This Energy Service Provider Service Agreement (this "Agreement") is made and entered into as of this ____ day of _____, 19____, by and between "_____" ("ESP"), a _____ organized and existing under the laws of the state of _____, and Southern California Edison Company ("Edison"), a corporation organized and existing under the laws of the State of California. From time to time, ESP and Edison shall be individually referred to herein as a "Party" and collectively as the "Parties."

Section 1: **General Description of Agreement**

1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which ESP shall offer electrical energy services, including, but not limited to, account maintenance and billing services, electrical meter installation, meter reading services and/or any other services that may be approved by the California Public Utilities Commission ("CPUC") in Direct Access transactions with customers in Edison's service territory ("Direct Access Services"). Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto) the definitions controlling this Agreement are contained in Edison's applicable rules or in the relevant direct access tariff (Edison Rule 22).

1.2 The form of this Agreement has been developed as part of the CPUC regulatory process, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between Edison and ESPs and may not be waived, altered, amended or modified, except as provided herein or in the relevant direct access tariff, or as may otherwise be authorized by the CPUC.

Section 2: **Representations**

2.1 Each Party represents that it is and shall remain in compliance with all applicable laws and tariffs, including applicable CPUC requirements.

2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.

2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

2.4 Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

Section 3: **Term of Service**

The term of this Agreement shall commence on the date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date ESP informs Edison that it is no longer operating as an ESP in Edison's service territory; (b) the earlier termination pursuant to Section 4 hereof; or (c) the effective date of a new ESP Service Agreement between the Parties hereto. Notwithstanding the Effective Date of this Agreement, the ESP acknowledges that it may only offer Direct Access Services to customers effective January 1, 1998, or such other date as may be directed by the CPUC for commencement of such services by ESPs, and only after it has complied with all provisions of this Agreement and Edison's applicable tariffs.

Section 4: Events of Default and Remedy for Default

- 4.1 An Event of Default under this Agreement shall include either Party's material breach of any provision of this Agreement, including those incorporated by reference herein, and failure to cure such breach within thirty (30) calendar days of receipt of written notice thereof from the non-defaulting Party; or such other period as may be provided by this Agreement or the relevant direct access tariff.
- 4.2 In the event of such an Event of Default, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under the relevant direct access tariff ; (b) to the extent not inconsistent with the relevant direct access tariff, to exercise any and all remedies provided for by law or in equity; and (c) in the event of a material Event of Default, to terminate this Agreement upon written notice to the other Party, which shall be effective upon the receipt thereof.
- 4.3 Breach by any Party hereto of any provision of the relevant direct access tariff shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder.

Section 5: Billing, Metering and Payment

- 5.1 Billing options and metering services which are available to ESP shall be as described in the relevant direct access tariff. Billing and metering options applicable to a particular customer shall be designated in the Direct Access Service Request submitted by the ESP for such customer.
- 5.2 Edison will bill and the ESP agrees to pay Edison for all services and products provided by Edison in accordance with the terms and conditions set forth in the relevant direct access tariff. Any services provided by the ESP to Edison shall be by separate agreement between the Parties and are not a subject of this Agreement.

Section 6: Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 7 of this Agreement, in which event this Section 6 shall not be applicable.

Section 7: Indemnification

- 7.1 To the fullest extent permitted by law, and subject to the limitations set forth in Section 6 of this Agreement, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates and their shareholders, officers, directors, employees, agents, servants and assigns (collectively, the "Indemnified Party") and at the Indemnified Party's option, the Indemnifying Party shall defend the Indemnified Party from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death

of any person, including, but not limited to, the Indemnified Party's employees and its affiliates' employees, subcontractors and subcontractors' employees, or any other liability incurred by the Indemnified Party, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees, caused wholly or in part by any negligent, grossly negligent or willful act or omission by the Indemnifying Party, its officers, directors, employees, agents or assigns arising out of this Agreement, except to the extent caused wholly or in part by any negligent, grossly negligent or willful act or omission of the Indemnified Party.

7.2 If any claim covered by Section 7.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in, and unless in the opinion of counsel for the Indemnified Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

7.3 The Indemnifying Party's obligation to indemnify under this Section 7 shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Section 8: Assignment and Delegation

8.1 Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 8 shall be void.

8.2 Notwithstanding the provisions of this Section 8, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require, and provided further that each Party may subcontract its obligation to provide Metering or Meter Reading Services under this Agreement only to subcontractors who have complied with all certification or registration requirements described in applicable law, CPUC rules and the relevant direct access tariff. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

Section 9: Independent Contractors

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 8 of this Agreement) as an independent contractor.

Section 10: **Entire Agreement**

This Agreement consists of, in its entirety, this Energy Service Provider Service Agreement and all attachments hereto, all Direct Access Service Requests submitted pursuant to this Agreement and the relevant direct access tariff. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.

Section 11: **Nondisclosure**

11.1 Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

11.2 Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

Section 12: **Enforceability**

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 13: **Notices**

13.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt to the Parties as follows:

If the notice is to ESP:

Contact Name: _____

Business Address: _____

Facsimile: _____

If the notice is to Edison:

Contact Name: _____

Business Address: _____

Facsimile: _____

13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3 Each Party shall designate on Attachment A the person(s) to be contacted with respect to specific operational matters relating to Direct Access service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

Section 14: Time of Essence

The Parties expressly agree that time is of the essence for all portions of this Agreement.

Section 15: Dispute Resolution

15.1 The form of this Agreement has been filed with and approved by the CPUC as part of Edison's applicable tariffs. Except as provided in Section 15.2 and 15.3, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of Edison's obligations hereunder (including the performance of Billing Services, Metering Services and MDMA Services by Edison) shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution. Should such a dispute arise, the Parties shall be required to meet and confer in an effort to resolve their dispute. Pending resolution, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within a reasonable period of time, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes.

15.2 Any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of the ESP's obligations hereunder (including the performance of Billing Services, Metering Services and MDMA Services by the ESP) shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution. Should such a dispute arise, the Parties shall be required to meet and confer in an effort to resolve their dispute. Pending resolution, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within a reasonable period of time, the Parties may mutually agree to pursue mediation or arbitration to resolve such issues.

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- 15.3 Notwithstanding the provisions of Paragraph 15.1 and 15.2 above: (a) all disputes between the Parties relating to the payment by the ESP of any Edison fees or charges shall be subject to the provisions of Edison's applicable tariffs governing disputes over customer bills; (b) all disputes between the Parties regarding Competition Transition Charges payable by direct access customers or the ESP on behalf of such customers shall be subject to the provisions of Edison's applicable tariffs; and (c) Edison may pursue available remedies for unauthorized electrical use by the ESP in a court of competent jurisdiction.
- 15.4 If the dispute involves a request for damages, Parties are notified that the Commission has no authority to award damages. To resolve such issues, the Parties may mutually agree to pursue mediation or arbitration to resolve such issues, or if no agreement is reached, to pursue other legal remedies that are available to the Parties.

Section 16: **Applicable Law and Venue**

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in Los Angeles County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

Section 17: **Force Majeure**

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon the Party so affected giving written notice and reasonably full particulars of such force majeure to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. In the event of force majeure, as described herein, both Parties shall take all reasonable steps to comply with this Agreement and Edison's applicable tariffs despite occurrence of a force majeure event.

Section 18: **Unauthorized Use of Energy (Energy Theft)**

- 18.1 The ESP represents and warrants that for each of its Customers, and at all times during which it provides Direct Access services as an Energy Service Provider, the ESP shall completely, accurately, and in a timely manner account for each of its Customer's loads with a duly authorized Scheduling Coordinator. Load data not accounted for in this manner may provide grounds for termination of this Agreement. For verification purposes only, Edison shall have complete access

to the identity of the Scheduling Coordinator and the load data provided to it by the ESP. Such information is to remain confidential, and shall not be disclosed to any unauthorized person.

- 18.2 Edison shall notify the ESP immediately and the ESP shall notify Edison immediately of any suspected unauthorized energy use. The Parties agree to preserve any evidence of unauthorized energy use. Once unauthorized energy use is suspected, Edison, in its sole discretion, may take any or all of the actions permitted under Edison's applicable tariffs.

Section 19: **Not a Joint Venture**

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Section 20: **Conflicts Between this Agreement and the Relevant Direct Access Tariff**

Should a conflict exist or develop between the provisions of this Agreement and the relevant direct access tariff, as approved by the CPUC, the provisions of the relevant direct access tariff shall prevail.

Section 21: **Amendments or Modifications**

- 21.1 Except as provided in Section 21.2, no amendment or modification shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.
- 21.2 This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, ESP may elect to terminate this Agreement upon written notice to Edison, which shall be effective upon the receipt thereof. Edison retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in Edison's rates, charges, classification, service or rules, or any agreement relating thereto.

Section 22: **Billing Options Offered to End-Use Customers by ESP**

Check which billing options (as described in the relevant direct access tariff) ESP intends to provide its Customers under this Agreement. All ESPs must submit a credit application on the form provided by SCE.

_____ **Consolidated Edison Billing.** If ESP is selecting this billing option, indicate the primary method for notifying Edison of ESP charges (check one):

- _____ EDI
_____ Other electronic exchange

_____ **Consolidated ESP Billing.** If ESP is selecting this billing option, indicate the primary method for notifying ESP of Edison Charges (check one):

- _____ Paper
_____ Diskette

-
- EDI
 Other electronic exchange

Separate Edison and ESP Bills.

ESP may change these elections from time to time in compliance with the relevant direct access tariff upon prior written notice to Edison. The Direct Access Service Request ("DASR") for each Direct Access customer will specify which billing option will apply to that customer. If ESP specifies in any DASR any billing option that has not been checked above, the DASR will be rejected.

Section 23: Meter Options Offered to End-Use Customers by ESP

Please indicate which meter options (as described in Edison's applicable tariffs) the ESP will offer for some or all Customers served under this Agreement:

- ESP will provide Hourly Meters.
- ESP will offer Hourly Meter Installation Services.
- ESP will offer Hourly Meter Reading Services.

ESP may change these elections from time to time in compliance with the relevant direct access tariff upon prior written notice to Edison. The Direct Access Service Request for each Direct Access customer will specify which metering option will apply to that Customer. If ESP specifies in any Direct Access Service Request any metering option that has not been checked above, the DASR will be rejected.

Section 24: Audits

- 24.1 Edison and the ESP shall each retain such specific records as may be required to support the accuracy of meter data provided in their respective consolidated billings. When either Party reasonably believes that errors related to metering or billing activity may have occurred, a Party may request the production of such documents as may be required to verify the accuracy of such metering and consolidated billing. Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, continues to believe that the other Party's duty to accurately meter and provide consolidated billing for usage has been breached, the requesting Party may direct that an audit be conducted. Edison and the ESP shall designate their own employee representative or their contracted representative to audit the other party's records.
- 24.2 Any such audit shall be undertaken by Edison, the ESP, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. Edison and the ESP agree to cooperate fully with any such audit.
- 24.3 Specific records to support the accuracy of meter data provided in the consolidated billings may require examination of billing and metering support documentation maintained by subcontractors. Edison and the ESP shall include a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to consolidated billing to Direct Access Customers.

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- 24.4 The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within ten (10) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.
- 24.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each Party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

Section 25: Miscellaneous

- 25.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.
- 25.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization other than a Party or a successor or assignee of a Party to this Agreement.
- 25.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.
- 25.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.
- 25.5 Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 6 and 7 hereof. If a dispute exists hereunder, the prevailing Party, as determined by the CPUC, or as may otherwise be determined by the dispute resolution procedure contained in Section 15 hereof, if used, or by a court of law, shall be entitled to reasonable attorneys' fees and costs.
- 25.6 To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Direct Access transactions, that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.
- 25.7 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

On Behalf of ESP

By: _____
Name: _____
Title: _____
Date: _____

On Behalf of Edison

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A

A. Definitions:

Billing Services - The consolidated billing services described in the relevant direct access tariff which are provided by Edison and/or ESP.

Consolidated ESP Bill - The consolidated bill prepared and presented by ESP to an end-use customer which includes the customer's ESP Charges and Edison Charges.

Consolidated Edison Bill - The consolidated bill prepared and presented by Edison to an end-use customer which includes the Customer's ESP Charges and Edison Charges.

Direct Access Customers - An end-use customer located within Edison's service territory who purchases Direct Access Services through the ESP.

ESP Charges - Charges for Direct Access Services provided by the ESP.

Metering Services - The meter installation, maintenance and related services described in the relevant direct access tariff which are provided by Edison and/or ESP.

Meter Reading Services - The meter reading and related services described in the relevant direct access tariff which are provided by Edison and/or ESP.

Edison Charges - Charges (a) for services provided by Edison; or (b) which are energy-related and which are approved by the CPUC or the Federal Energy Regulatory Commission (including any Competition Transition Charges or Fixed Transition Amount Charges owing to Edison or its affiliates, as those terms are defined under the California Public Utilities Code). Fixed Transition Amount Charges are also referred to as Trust Transfer Amount (TTA) Charges.

B. Contact Persons (Section 13.3):

1. Billing Services

Edison Contact: _____

ESP Contact: _____

2. Metering and Meter Reading Services

Edison Contact: _____

ESP Contact: _____

C. Parties' Representatives (Section 15.1):

Edison Representative: _____

ESP Representative: _____

ESP Credit Application Instruction Sheet

Purpose

The credit application is used to conduct a creditworthiness evaluation, as well as to set up and establish the initial credit profile for an individual ESP. All ESPs entering into a SCE-ESP Service Agreement must complete a credit application.

General Instructions

1. Please type or print in ink.
2. If a mistake is made, you can make the corrections or request a new form from ESP Services.
3. If, in the future, you need to make changes to any of the information on this form, you must complete a new form.
4. Each section must be completed in order for SCE to accept your form.
5. Remember to sign and date the form before submitting it. Send completed forms to:

ESP Services
P.O. Box 410
Long Beach, CA 90801
Attn: Denise Grant

6. Please make a copy of your completed form for your records.
7. If you have any questions, please call:
ESP Services at (888) 371-ESPS
(888) 371-3777

Remember to:

Provide the name and phone number of the contact regarding credit concerns.

To sign and date the form. Also include the representative's phone number.

In order to establish proper credit security with SCE, you may need to complete one of the security forms included in this packet.

ESP Credit Application Instructions for Preparation

Instructions for Section I: General Information— ESP

This section is *required* to be completed by each ESP. Please provide the following information for the **ESP**:

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
Individual name/business name:	Legal Business Name. Name of sole proprietor, partnership, or Corporate name
Doing Business As (DBA) name:	Name you will conduct business under if different than legal
Business street address:	Business headquarters address
Mailing street address (if different from business address):	Where you would like correspondence and/or bills sent to
Primary/alternate phone number	Phone number of business contacts for utility
ESP Taxpayer ID	The entity's ID that is used to file taxes with the IRS
ESP Social Security Numbers	If entity is sole proprietor, the SSN of the owner
Type of Applicant	Indicate type of business: sole proprietor, general partnership, limited partnership, or corporation
Name & title of principal owner/officer	Name and title of the top three executives of the entity
Name & social security number of general partners	The individual name(s) and SSN of each general partner

Instructions for Section II: Credit Information— ESP

Please provide the following credit information for the **ESP**

Please answer the questions in this section with a **Yes** or **No**

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
Does your company have public debt?	Public Debit is debt that the general public can purchase i.e., Corporate Bonds. Entities that issue public debt are required to file financial statements on a quarterly basis with the Securities Exchange Commission (SEC)
Is your company publicly traded? Fiscal Year End (Month/Day)	Publicly traded is defined as any company that sells stock to the general public via a stock exchange i.e., NYSE. In addition, the company is required to file financial statements on a quarterly basis with the SEC. The fiscal year end is the month and day on which the company closes its books for the year for accounting purposes i.e., 12/31
Do you have a parent company? If yes, complete sections III & IV.	A parent company is defined as a company that owns a majority interest in another company defined as 50.1% or more

Instructions Section III: General Information— Parent Company

Please provide the following information for the **Parent Company**

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
Individual name/business name	Legal Business Name. Name of sole proprietor, partnership, or Corporate name
Doing Business As (DBA) name	Name you will conduct business under if different than legal
Business street address	Business headquarters address
Mailing street address (if different from business address)	Where you would like correspondence and/or bills sent to
Primary/alternate phone number	Phone number of business contacts for utility
Parent company Taxpayer ID	The entity's ID that is used to file taxes with the IRS
Parent Company Social Security Numbers	If entity is sole proprietor, the SSN of the owner
Type of Applicant	Indicate type of business: sole proprietor, general partnership, limited partnership, or corporation
Name & title of principal owner/officer	Name and title of the top three executive of the entity
Name & social security number of general partners	The individual name(s) and SSN of each general partner

Instructions for Section IV: Credit Information — Parent Company

Please answer the questions in this section with a **Yes** or **No**

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
Does your company have public debt?	Public Debit is debt that the general public can purchase i.e., Corporate Bonds. Entities that issue public debt are required to file financial statements on a quarterly basis with the Securities Exchange Commission (SEC)
Is your company publicly traded? Fiscal Year End (Month/Day)	Publicly traded is defined as any company that sells stock to the general public via a stock exchange i.e., NYSE. In addition, the company is required to file financial statements on a quarterly basis with the SEC. The fiscal year end is the month and day on which the company closes its books for the year for accounting purposes i.e., 12/31

ELECTRIC SERVICE PROVIDER (ESP) CREDIT APPLICATION

Section I: General Information - ESP			
Individual Name/Business: Name:		DBA:	
Business Street Address:			
City:	State:	Zip Code:	
Mailing Street Address:			
City:	State:	Zip Code:	
Primary Phone Number:		Alternate Phone Number:	
Taxpayer ID Number:		Social Security Number:	
Type of Applicant Check One:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation
Principal Owners/Officers:		Titles:	
General Partners Names:		Social Security Numbers:	
Section II: Credit Information - ESP			
Does your company have public debt?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your company a publicly traded corporation?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fiscal Year End (Month/Day):			
Do you have a parent company? If yes complete Sections III & IV		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Section III: General Information - Parent Company			
Individual Name/Business: Name:		DBA:	
Business Street Address:			
City:	State:	Zip Code:	
Mailing Street Address:			
City:	State:	Zip Code:	
Primary Phone Number:		Alternate Phone Number:	
Taxpayer ID Number:		Social Security Number:	
Type of Applicant Check One:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation
Principal Owners/Officers:		Titles:	
General Partners Names:		Social Security Numbers:	
Section IV: Credit Information - Parent Company			
Does this company have public debt?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is this company a publicly traded corporation?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fiscal Year End (Month/Day):			
ESP Contact Name & Title (for Credit Concerns):			
Contact Phone Number:			
Signature: _____		Phone Number: _____	
Name (Printed): _____		Date: _____	
Title: _____			

ASSIGNMENT OF CERTIFICATE OF DEPOSIT

**(For Payment of all Bills, Statements,
or Charges for any Goods or Services)**

The undersigned, _____ of _____, hereinafter referred to as ASSIGNOR, in consideration of financial accommodations afforded or to be afforded to one or more of the undersigned by SOUTHERN CALIFORNIA EDISON COMPANY, hereinafter referred to as ASSIGNEE, does hereby assign to, transfer over and pledge; subject to the terms and conditions set forth herein, all rights, title and interest of the undersigned in and to the deposit account maintained with and payable by

_____ in the names of _____ evidenced by Certificate of Deposit No. _____, in the amount of \$ _____, and all sums now or at any time hereafter due or to become due on that account.

The undersigned ASSIGNOR hereby directs that, upon expiration of the original or successive term, the Certificate of Deposit shall automatically rollover and reinvest for an additional term for a period of time equal to the original term.

This Assignment is made and shall constitute security for any and all indebtedness or liabilities of any kind and nature of the undersigned to SOUTHERN CALIFORNIA EDISON COMPANY howsoever evidenced, whether now existing or hereafter arising, direct or contingent or joint or several.

The undersigned ASSIGNOR hereby constitutes and appoints SOUTHERN CALIFORNIA EDISON COMPANY, by any of its officers, the true and lawful attorney of the undersigned, with full power of substitution, to execute, demand, collect, receive for, sue for, compound and give acquittance for any and all amounts which may be or become due or payable on or to said deposit account **without notice to ASSIGNOR**, to execute any and all withdrawal receipts or other orders for the payment of money drawn on said deposit account and to endorse the name of the undersigned on all commercial paper given in payment or part payment thereof, and in its discretion to sign any notice or take any other action or proceeding, either in its own name or the name of the undersigned, which it may deem necessary to preserve the interest of ASSIGNEE hereunder, and shall have and is hereby given full power and authority to transfer said deposit account into the name of SOUTHERN CALIFORNIA EDISON COMPANY or its nominee.

The undersigned ASSIGNOR represents and warrants that this deposit account is owned by the undersigned free and clear of all liens or encumbrances of any nature whatsoever, and that the undersigned has full power and authority to execute and deliver this Assignment.

This Assignment cannot be revoked by ASSIGNOR without thirty (30) days prior written notice to SOUTHERN CALIFORNIA EDISON COMPANY, return receipt requested, at the address listed on next page.

NOTICE OF ASSIGNMENT

To: _____

Date _____

Please accept this as my notice to you that, as of this date, I have assigned to Southern California Edison Company for value my time deposit account with you, Certificate of Deposit No. _____, which has a balance to my credit of \$_____.

This notice and instruction remains in full force until you are again notified in writing to the contrary by both the undersigned and Southern California Edison Company.

ASSIGNOR:

SIGNATURE

SIGNATURE

Please sign and return the copy of this form acknowledging that you have received this Notice of Assignment, verifying the balance in the account, and assuring us that you have no information concerning a prior assignment lien or other demand or court order relative to this account.

The undersigned obligor further acknowledges that it does not have any claim or defenses which may be set off against the Assignor's certificate of deposit account. We agree to make payment to Assignee Southern California Edison Company upon written request.

Return to Assignee:

SOUTHERN CALIFORNIA EDISON COMPANY

Balance verified and receipt acknowledged:

BANK

BRANCH

By _____
AUTHORIZED SIGNATURE

TITLE/DATE

**Irrevocable Documentary
Letter of Credit**

Date of Issue _____

	ISSUING BANK'S NO.
APPLICANT/CUSTOMER	ISSUING BANK
Southern California Edison Company	AMOUNT
	EXPIRATION DATE

Dear Sir(s):

We hereby issue in your favor this Documentary Letter of Credit which is available by negotiation of your drafts at sight drawn on _____ bearing the clause "Drawn under Credit No. _____." This letter must be accompanied by: (a) your statement purportedly signed by an employee of Southern California Edison Company (Edison) stating that _____ failed to pay for goods or services provided by Edison when due; (b) a copy of bill(s) for such goods or services.

1. This Letter of Credit is issued to represent security for past and future goods or services provided by Edison to _____

2. This Letter of Credit will remain in effect for a period of _____ years(s). Expiration date is _____ . This Letter of Credit may not be canceled or revoked.

AUTHORIZED SIGNATURE

SOUTHERN CALIFORNIA EDISON COMPANY
2131 Walnut Grove Ave.
Rosemead, CA 91770

SURETY BOND

Bond No. _____ **Effective Date** _____
Amount _____ **Premium** _____

We, _____ (“Principal”) and _____ (“Surety”), a corporation incorporated under the laws of the State of _____ and duly authorized to engage in the Surety Insurance business in the State of California, are held and firmly bound unto Southern California Edison Company (“Edison”), in the sum of _____ dollars (\$ _____), lawful money of the United States of America. Until the payment of said sum is made, we bind ourselves, our successors and assigns, jointly and severally to Edison.

Surety agrees to pay to Edison upon demand all charges for any goods or services provided by Edison, not to exceed the amount stated above, which have been or will be incurred by Principal.

Principal plans to use, is using, or has used, goods or services provided by Edison. Principal is required to issue payment to Edison for said goods or services provided by Edison and furnishes this Bond in lieu of a cash deposit otherwise required by Edison.

THE CONDITIONS OF THIS BOND ARE:

1. The condition of obligation is such that this Bond will be unenforceable against Surety if Principal shall pay or cause to be paid to Edison all charges for any goods or services provided by Edison rendered at any and all times to Principal. Surety also agrees to fully reimburse and repay any and all costs, damages and reasonable expenses which Edison may suffer because of the failure of Principal or Surety to perform all of the obligations of Principal or Surety under this agreement.
2. Surety must have a rating from AM Best Company of A or better.
3. **Default:** In the event, however, the Principal fails to render payment in full to Edison in a timely manner for any goods or services provided by Edison or charges or files a petition in bankruptcy, this shall constitute a default of Principal. In the event of such a default, the amount due and owing, up to the full value of this Bond, will be paid by Surety to Edison. Such payment shall be made to Edison within thirty (30) days of receipt of notice from Edison of default of Principal. Interest on the amount due shall accrue at the rate of 18% per annum on the thirty-first (31st) day after receipt of notice from Edison.
4. **Cancellation:** Either party may cancel this Bond by written notice served by certified or registered mail or return receipt requested to the other party, specifying the effective date of said cancellation, which in no event shall be less than thirty (30) days after the postmarked date which said notice was mailed. Notice to Edison should be mailed to the above address.
5. **California Law:** This agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS THEREOF, the parties hereto have caused this Bond to be executed on their behalf by their respectively authorized officers of agents this _____ day of _____, 19_____.

Seal of
Principal

Principal: _____
By: _____
Address: _____

Seal of
Surety

Surety: _____
By: _____
Address: _____

(Individual and Partnership)

(Corporation)

STATE OF CALIFORNIA
COUNTY OF

STATE OF CALIFORNIA
COUNTY OF

_____ SS
On _____ before me,
(Date)
_____, personally
(Notary)
appeared _____ and
(Signatory)
_____, personally
(Signatory)

_____ SS
On _____ before me,
(Date)
_____, personally
(Notary)
appeared _____ and
(Signatory)
_____, personally
(Signatory)

known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

known to me to be the President, and known to me to be the Secretary of the Corporation that executed the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Witness my hand and official seal.

Signature _____
(Seal)

Signature _____
(Seal)

THIS SECTION MUST ALWAYS BE COMPLETED
(Attorney in Fact)

STATE OF CALIFORNIA
COUNTY OF

_____ ss.

On _____ before me, _____, personally
(Date) (Notary)
appeared _____ and _____, personally
(Signatory) (Signatory)

known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney(s) in fact of _____ and _____, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____ (Seal)

CORPORATE GUARANTY AGREEMENT

Guarantor Company Name

Address

In consideration of, and as an inducement to Southern California Edison Company ("Edison") extending credit or making other financial accommodations to _____ ("Obligor"), the undersigned, _____ ("Guarantor"), hereby unconditionally and irrevocably guarantees the payment of any and all indebtedness or liabilities according to the terms of any and all agreements or extensions of credit incurred by Obligor to Edison. The word "indebtedness" is used in its most comprehensive sense and includes any and all advances, debts, obligations, and liabilities of Obligor now or hereafter made, incurred, or created, whether voluntary or involuntary, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Obligor may be liable individual or jointly with others, or whether recovery may be or become barred by any statute of limitations or otherwise become unenforceful.

This Guaranty shall be deemed a primary obligation of Guarantor, and Guarantor waives any right to have Obligor be joined with Guarantor in any suit brought against Obligor before a judgment may be rendered against Guarantor. This Guaranty is further subject to the following terms and conditions:

1. Death, Insolvency, or Bankruptcy of Obligor:

Guarantor unconditionally guarantees the payment of any and all indebtedness of Obligor to Edison, whether or not due or payable by Obligor upon: (a) the death, dissolution, insolvency, or business failure of, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings by or against Obligor or Guarantor; of (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting the property of Obligor or Guarantor, and unconditionally promises to pay this indebtedness to Edison on demand in lawful money of the United States.

2. Extent of Liability: This Guaranty may be terminated with regard to future transactions, provided Guarantor gives 30-days prior written notice of termination to Edison. Written notice shall be served by certified or registered mail, return receipt requested, upon Southern California Edison Company at 2131 Walnut Grove Avenue, Rosemead, California. Edison may terminate this guaranty any time upon 30 days of prior written notice. In no event shall termination by either party relieve Guarantor from any liability as to any indebtedness guaranteed hereunder that may be owing to Edison or in which Edison has an interest for 30 days following Edison's receipt of such notice. The liability of Guarantor under this Agreement is exclusive and independent of any security for or other guarantee of the indebtedness of Obligor, and the liability of Guarantor under this Agreement is not affected or impaired by: (A) any

indebtedness exceeding Guarantor's liability; (b) any direction or application by Obligor or any other party; (c) any other guaranty, undertaking, or maximum liability of Guarantor or of any other party as to the indebtedness of Obligor; (d) any payment on or in reduction of any other guarantee or undertaking; (3) any notice of termination of this Agreement as to future transactions given by, or the death or termination of, or the revocation or release of any obligations under this Agreement; (f) any dissolution, termination, or increase, decrease, or changes of personnel of Guarantor; or (g) any payment made to Edison on the indebtedness which Edison repays to Obligor pursuant to court order in any bankruptcy, reorganization, or other debtor relief proceeding. Guarantor waives any right to the deferral or modification of Guarantor's obligations by virtue of any such proceeding.

3. Change of Obligation: Guarantor authorizes Edison, without affecting or impairing any liability hereunder from time to time, to: (a) renew, compromise, extend, accelerate, or otherwise change the time for performance of, or otherwise change the terms of the obligation or any part thereof, including increase or decrease of the rate of interest; (b) take and hold securities for the performance of this Guaranty or the obligation guaranteed, and exchange, enforce, waive, and release any such security; (c) apply such security and direct the order or manner of the sale thereof as Edison in its discretion may determine; and (d) release or substitute any Guarantor. Edison will provide Guarantor 30 day prior written notice of such changes.

4. Capacity and Authority of Guarantor: Guarantor represents and warrants to Edison that: (a) Guarantor is duly organized, validly existing and in good standing under the laws of the state of its incorporation; (b) Guarantor has the corporate power, authority and legal right to execute, deliver and perform this Guaranty and has taken all necessary corporate action to authorize its execution, delivery and performance of this Guaranty; (c) this Guaranty has been duly executed and delivered by an authorized officer of Guarantor and constitutes the legally valid and binding obligation of Guarantor, enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles relating to or limiting creditors' right generally; and (d) the execution, delivery and performance of this Guaranty will not violate any provision of its articles or certificate of incorporation or bylaws, any existing law or regulation binding on Guarantor, or any order, judgment, award or decree of any court, arbitrator or governmental agency, binding on Guarantor; or any loan agreement, indenture or other agreement or instrument to which Guarantor is a party, the violation of which would reasonably be expected to have a material adverse effect on the business, operations, assets or financial condition of Guarantor and its subsidiaries, taken as a whole.

5. Capacity and Authority of Obligor: It is not necessary for Edison to inquire into the capacity or power of Obligor to the officers, directors, partners, or agents acting or purporting to act on Obligor's behalf and any indebtedness made or created in reliance on the professed exercise of those powers shall be guaranteed under this Agreement. If Obligor is a partnership, the words "Obligor" and "indebtedness" as used in this Agreement include all successor partnerships and their liabilities to Edison.

6. Subordination: Any indebtedness of Obligor now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Obligor to Edison. All such indebtedness of Obligor to Guarantor, if Edison so requests, shall be collected enforced, and received by Guarantor as trustee for Edison and be paid over to Edison on account of the indebtedness of Obligor to Edison, without affecting or impairing in any manner the liability of Guarantor under the other provisions of this Guaranty.

7. Waiver of Defenses: Guarantor waives any right to require Edison to: (a) proceed against Obligor; (b) proceed against or exhaust any security held from Obligor; or (c) pursue any other remedy in Edison's power whatsoever. Guarantor waives any defense based on or rising out of any defense of Obligor other than payment in full of the indebtedness, including without limitation any defense based on or rising out of the disability of Obligor, the unenforceability of the indebtedness from any cause, or the cessation from any cause of the liability of Obligor other than payment in full of the indebtedness. Edison may, at its election, foreclose on any security held by Edison by judicial sale, whether or not every aspect of any such sale is commercially reasonable, or exercise any other right or remedy Edison may have against Obligor, or any security, without affecting or impairing in any way the liability of Guarantor under this Agreement, except to the extent the indebtedness has been paid. Guarantor waives any defense arising out of such an election by Edison, even if the election operates to impair or extinguish any right of reimbursement or subrogation or any other right or remedy of Guarantor against Obligor or any security. Until all indebtedness of Obligor to Edison is paid in full, Guarantor shall have no right of subrogation, shall waive any right to enforce any remedy that Edison now has or may have against Obligor, and shall waive any benefit of and any right to participation in any security now or hereafter held by Obligor. Guarantor waives all presentments, demands for performance, notices of protest, notices of acceptances of this Guaranty, and notices of the existence, creation, or incurring of new or additional indebtedness. Guarantor assumes all responsibility for keeping informed of Obligor's financial condition and assets, and of all other circumstances bearing upon the risk of non-payment of the indebtedness and the nature, scope, and extent of the risks that Guarantor assumes and incurs under this Agreement, and agrees that Edison shall have no duty to advise Guarantor of information known to it regarding those circumstances or risks.

8. Attorney's Fees and Costs: Guarantor agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Edison in connection with enforcing this Guaranty.

9. Liens and Setoffs: In addition to all liens upon, and rights of set off against the monies, securities, or other property of Guarantor given to Edison by law, Edison shall have a lien upon and a right of setoff against all monies, securities, and other property of Guarantor now or hereafter in the possession of Edison. Every such lien and right of setoff may be exercised without demand upon or notice to Guarantor.

10. Nonwaiver of Rights of Edison: No right or power of Edison under this Agreement shall be deemed to have been

waived by any act or conduct on the part of Edison, or by any neglect to exercise the right or power, or by any delay in doing so. Every right or power shall continue in full force and effect until specifically waived or released by an instrument in writing executed by Edison.

11. California Law: This Agreement Shall be governed by and construed in accordance with the laws of the State of California.

12. Invalidity: If any provision of this Guaranty is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision.

IN WITNESS WHEREOF, the undersigned Guarantor has caused this Guaranty to be executed on its behalf by its authorized officer or agent this _____ day of _____, 19_____.

Seal of
Guarantor

Guarantor: _____
By: _____
Name: _____
Title: _____

CORPORATE GUARANTY RESOLUTION

I, _____ as Corporate Secretary of _____, a corporation duly organized and existing under the laws of the State of _____, do hereby certify that the following is a true copy of the resolutions adopted at a meeting duly held on _____, 199____, and that the following resolutions are in conformity with the Articles of Incorporation and Bylaws of this Corporation, and are now in full force and effect:

RESOLVED, that the Board of Directors of _____ Corporation hereby unanimously confirms and ratifies Corporate Guaranty Agreement executed on the _____ day of _____, 199____, by and on behalf of this Corporation, in order to induce Southern California Edison Company (Edison) to extend or continue electric service to _____, and guarantees to Edison the prompt payment of any and all indebtedness of _____ to Edison, and assigns, transfers, conveys delivers, pledges, and encumbers, and creates and provides a security interest in any and all of the property, real, personal or mixed, of this Corporation as security for _____'s payment of any and all indebtedness to Edison.

RESOLVED FURTHER, that the Board of Directors of this Corporation hereby authorizes certain officers of this Corporation to execute and deliver such guaranty and agreements and security agreements in such amount and in such form and upon such terms and conditions and covering such continuous, successive and periodic transactions as Edison may require:

RESOLVED FURTHER, that such authority is deemed to be retroactive and all such acts previously undertaken by the officers of this Corporation (listed below) are hereby ratified and confirmed; that the Secretary of this Corporation is hereby authorized and directed to certify to Edison the following: (a) a copy of these resolutions, and (b) the name(s) and signature(s) of the officer(s) and referred to in these resolutions.

I further certify to Southern California Edison Company that the name(s) and signature(s) of the officer(s) referred to in said resolutions and authorized to sign are as follows:

Name	Title	Signature
_____	_____	_____
_____	_____	_____

I further certify that there is nothing in the Articles, Bylaws, Director or Shareholder Resolutions, or Minutes of this Corporation which may, in any way, limit or conflict with the foregoing resolutions.

Dated: _____, 199____.

[corporate seal]

Corporate Secretary

Print or Type Name

**Electronic Data Interchange Trading Partner Agreement
Instructions for Preparation**

General Instructions

The Electronic Data Interchange (EDI) Agreement sets forth the terms and conditions for communicating information via EDI. Please complete all blank data fields of the agreement including:

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
Company representative's name, fax number, and e-mail address	The representative that could handle all notices, legal, mandatory, or other related to this agreement
Company name, address, and representative signature	Please provide legal business name, address of company headquarters, and signature of authorized company official
Appendix A Information	
EDI business and technical coordinator's name, and telephone number	The coordinators that would handle appropriate business and technical inquiries with SCE.
Third party providers Value Added Network (VAN) name, address, and telephone number	This is the VAN contact information for SCE should a problem arise
EDI translator location (address)	The location of the computer that will receive EDI messages from SCE via your VAN
Company name, address, and representative signature	Please provide legal business name, address of company headquarters, and signature of authorized company official

**SOUTHERN CALIFORNIA EDISON
AND
COMPANY NAME (ESP)**

**ELECTRONIC DATA INTERCHANGE
AGREEMENT**

This Electronic Data Interchange Trading Partner Agreement (the "Agreement") is made as of _____, 19____, by and between Southern California Edison ("Edison"), a California corporation, with offices at 2244 Walnut Grove Ave, Rosemead and _____ ("ESP"), a _____ corporation, with offices at _____.

Recitals

The parties to this Electronic Data Interchange ("EDI") Agreement intend to facilitate direct access transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for their mutual benefit.

The parties, intending to be legally bound, agree as follows:

Section 1. Prerequisites

- 1.1 Electronic Documents: Standards. Each party may electronically transmit to or receive from the other party any of the available transaction sets listed in the Appendix and transaction sets which the parties by written agreement add to the Appendix (collectively "Electronic Documents"). Any transmission of data that is not an Electronic Document shall have no force or effect between the parties. All Electronic Documents shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Appendix. The receiver of an Electronic Document not in conformance with the standards and/or guidelines set for in the Appendix shall promptly notify the initiating party of the nonconformance in the Electronic Document.
- 1.2 Third Party Service Providers
 - 1.2.1 Electronic Documents will be transmitted to each party either, as specified in the Appendix, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon at least thirty (30) days written notice to the other party.
 - 1.2.2 Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in the Appendix.
 - 1.2.3 In the event the parties use different Providers, each party shall be liable for the acts or omissions of the Provider while transmitting, receiving, storing or handling Electronic Documents, or performing related activities, for such party. If both the parties use the same Provider to effect the transmission and receipt of an Electronic Document, the originating party shall be liable for the acts or omissions of such Provider as to such Electronic Document.
- 1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Electronic Documents.
- 1.4 Security Procedures. Each party shall properly use security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Electronic Documents are authorized and to protect its business records and data from improper access.
- 1.5 Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Electronic Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party, affixed to or contained in any transmitted Electronic Document, shall be sufficient to verify that such party originated such Electronic Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

Section 2. Transmissions

- 2.1 Proper Receipt. Electronic Documents shall not be deemed to have been properly received until accessible to the receiving party at such party's Receipt Computer designated in the Appendix. No Electronic Document will be considered to give rise to any obligation on the part of the intended receiver unless and until acceptance is provided in accordance with Section 2.3 of this agreement.
- 2.2 Verification. Upon receipt of any Electronic Document, the receiving party shall promptly transmit a Functional Acknowledgment (FA997) in return. A Functional Acknowledgment shall constitute evidence that an Electronic Document has been received, but does not verify the Electronic Document's content.
- 2.3 Acceptance. Electronic Documents transmitted and properly received shall not give rise to any obligation unless and until the party initially transmitting such Electronic Document has properly received in return an Acceptance Electronic Document in the format specified in the Appendix.
- 2.4 Failed Acceptance. The party initiating an Acceptance to an original Electronic Document will notify the initiator of the original Electronic Document of any discrepancy in content between the Acceptance Electronic Document and the original Electronic Document specified in the Appendix. The initiator of an original Electronic Document who has not received an Acceptance Electronic Document by the Return Due Date will make a prompt inquiry of the other party, within two working days of such Return Due Date, regarding the status of the Transaction.
- 2.5 Garbled/Incomplete Transmission. If any transmitted Electronic Document is received in an unintelligible, garbled or incomplete form, the receiving party shall promptly notify the originating party (if identifiable from the received Electronic Document) in a reasonable manner. In any case, the originating party's records of such Electronic Document shall dictate the contents of the transmitted Electronic Document.

Section 3. Transaction Terms

- 3.1 Terms and Conditions.
 - 3.1.1 This agreement is to be considered part of the ESP-UDC Service agreement and any other written agreement referencing it or referenced in the Appendix. In the absence of any other written agreement applicable to any Transaction made pursuant to this Agreement, such Transaction (and any related communication) also shall be subject to the Terms and Conditions included in the Appendix.
 - 3.1.2 The California Public Utilities Commission authorized tariffs and rules will continue to govern all direct access transactions between the ESP and Edison. The relevant tariffs and rules are listed in the Appendix of this Agreement.
- 3.2 Confidentiality. No information contained in any Electronic Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5 or by written agreement between the parties, including the applicable Terms and Conditions, or by applicable law or governing California Public Utilities Commission rules and tariffs.
- 3.3 Validity: Enforceability
 - 3.3.1 This Agreement has been executed by the parties to evidence their mutual intent to facilitate direct access transactions using electronic transmission and receipt of Electronic Documents.
 - 3.3.2 Any Electronic Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, any other written agreement described in Section 3.1, of this agreement, to be a "writing" or "in writing"; and any such Electronic Document when containing, or to which there is affixed, a Signature ("signed Documents") shall be deemed for all purposes to have been "signed" and to constitute a "original" when printed from electronic files or records established and maintained in the normal course of business, unless any such signed Document was transmitted in error and the party erroneously transmitting such Signed Document promptly notifies the receiving party.
 - 3.3.3 The conduct of the parties pursuant to this agreement, including the use of signed Electronic Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement, any Transaction and any other written agreement described in Section 3.1.
 - 3.3.4 The parties agree not to contest the validity or enforceability of Signed Electronic Documents under the provisions of any applicable law relating to whether certain agreements be in writing and signed by the party to be bound thereby. Signed Electronic Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions of other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies the Signed Electronic Documents under either the business

records exception to the hearsay rule or the best evidence rule on the basis that the Signed Electronic Documents were not originated or maintained in documentary form.

3.3.5 This Agreement shall become effective as of the date first set forth herein and unless sooner terminated pursuant to the provisions of this agreement as described in Section 4.2.

Section 4. Miscellaneous

4.1 Termination. This Agreement shall remain in effect as described in Section 3.3.5 or until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Electronic Documents or otherwise under this Agreement prior to the effective date of termination.

4.2 Severability. Any provision of this Agreement which is determined by governing law or regulatory agency such as the California Public Utilities Commission to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity of enforceability of such remaining provisions.

4.3 Entire Agreement. This agreement and the Appendix constitute the complete agreement of the parties relating to direct access transactions and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

4.5 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Electronic Documents.

4.6 Exclusion of Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of Electronic Documents under this Agreement, even if either party has been advised of the possibility of such damages.

4.7 Representatives. All notices (legal, mandatory or other), regulatory requirements, consents, requests and other communications hereunder related to the aforementioned transactions and/or this Agreement shall be sent either by mail, facsimile or electronic mail (e-mail) as follows:

To: Southern California Edison
Denise K. Grant
P.O. Box 410
Long Beach, CA 90801

Fax: (562) 491-3798
EMail: Grantdk@SCE.COM (internet)
Phone: (562) 491-3791

To: _____

Fax: _____
EMail: _____

4.8 Either party may upon written notice to the other execute, update and maintain the appendix as necessary. However, if there is any conflict between the Appendix and the EDI Agreement, the provisions in the EDI Agreement shall take precedence.

4.9 This Agreement shall not be construed as creating a partnership between the parties or joint venture of any kind or any other form of legal association that would impose liability upon one party for the acts or failure to act of the other party.

Section 5. California Public Utilities Commission

- 5.1 This agreement shall not become effective until authorization of the Public Utility Commission of the State of California is first obtained.
- 5.2 This agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Each party has caused this Agreement to be executed on its behalf by a duly authorized representative as of the date noted below.

Company Southern California Edison
Address P.O. Box 410
Long Beach, CA 90801

By _____
(Signature)
Name _____
Title _____
Date _____

Company _____
Address _____

By _____
(Signature)
Name _____
Title _____
Date _____

EDI CONTACTS

Business Pol Sandro-Yepes
Phone (562) 491-2228

Technical B.S. Estrada
Phone (626) 302-7816

EDI CONTACTS

Business _____
Phone _____

Technical _____
Phone _____

APPENDIX A (EDI TRADING PARTNER AGREEMENT)

STANDARDS

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards but also include only the Transaction Sets listed in the Electronic Documents sections of this Appendix below.

THIRD PARTY SERVICE PROVIDERS (Where your VAN's computer resides.)

	NETWORK PROVIDER NAME	ADDRESS CITY, STATE, ZIP CODE	TELEPHONE NUMBER
EDISON	Harbinger EDI* Services	1055 Lenox Park Blvd. Atlanta, GA 30319	PHONE: 404-841-4334 FAX: 404-841-4399
ESP			PHONE: FAX:

ALLOCATION OF PROVIDER COSTS

Each party shall pay its respective costs to the Third Party Service Provider for network service charges including; but not limited to, charges if any, for maintaining an electronic mailbox, connect time, and any minimum usage charges. Each party will also be responsible for all expenses it incurs for translations, formatting, or sending and receiving communications over the network to the other party's electronic mailbox. Each party shall provide, at transmission network. Neither party has the obligation to maintain the storage of data records or files for the other party.

RECEIPT COMPUTER - (Where your EDI translator resides)

	ADDRESS	CITY, STATE, ZIP CODE
EDISON	2255 Walnut Grove Ave.	Rosemead, CA 91770
ESP		

SECURITY PROCEDURES

Each party is responsible for the selection, implementation, and maintenance of appropriate security, equipment and procedures sufficient to ensure the identification of its employees, agents, or representatives who transmit Documents with that party's electronic signature, and for ensuring that such signature is used only for authorized purposes. Each party shall also implement tests as may be necessary to establish and monitor performance of its security, equipment and procedures to assess their adequacy.

DOCUMENTS

TRANS SET NO	TRANSACTION NAME/DESC	VERSION RELEASE	FAA997 YES/NO	ACCEPTANCE REQ YES/NO	ACCEPTANCE TRANS SET	TRANSACTION NAME/DESC	RETENTION YR/MO	GUIDELINE(S)
814	General Request	003070	Yes	Yes	997	Funct Acknowl		
810	Invoice	003030	Yes	Yes	997	Funct Acknowl		
820	Pay Ord/Rmt Adv	003030						
824	Application Advice	003070	Yes	Yes	997	Funct Acknowl		

GUIDELINES

- Utility Industry Group (UIG) conventions as published
- Joint Utility/Petroleum User Group (JUPUG) Implementation Guides as published

* All SCE guides are based on UIG guidelines

The provisions of the Agreement (including this Appendix) shall control in the event of any conflict with any listed guidelines.

RETURN DUE DATES

<u>Document Name</u>	<u>Return Due Date</u>
814 General Request	997 Within 2 Business Days
810 Invoice	997 Within 2 Business Days

ADDITIONAL AGREEMENTS

The following Agreement(s) are incorporated by this reference into the Appendix and accordingly incorporated by this reference into the Agreement to which this Appendix is attached.

EXISTING AGREEMENT(S):

SCE-ESP SERVICE AGREEMENT

ELECTRONIC DATA INTERCHANGE PAYMENTS AGREEMENT

APPLICABLE COMMISSION TARIFFS AND RULES

- RULES 8, 9, 11, 22
- RULE 5, governing special information required on forms, shall be satisfied by a copy of Edison's customer billing information attached hereto as Form No. 14-579, Important Information.

Company	<u>Southern California Edison</u>	Company	_____
Address	<u>P.O. Box 410</u>	Address	_____
	<u>Long Beach, CA 90801</u>		_____
	_____		_____
By	_____	By	_____
	(signature)		(signature)
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____
	_____		_____

**ESP EDI Trading Partner Profile for Inbound
and Outbound 814 DASRs & Transaction Set-ID 810/ 820/ 824
Instructions for Preparation**

General Purpose

The Trading Partner Profile provides both trading partners (SCE and the ESP) with basic information required to exchange data via EDI. The information relates to the enveloping of the 814, 810, 820, 824 Transaction Set.

Instructions for Section I: EDI General Information

Complete all areas of Section I. As indicated, the ESP ID is the Dun and Bradstreet (DUN's) number.

Instructions for Section II: Transmission Control Information

Interchange Control Header Information— This area provides the addressing information for the electronic envelope.

- The ESP ID is the number used to recognize inbound transmissions to the Value Added Network (VAN) and to address outbound transmissions to the ESP VAN.
- Interchange ID Qualifier is obtained from ANSI standards publications relating to addressing of EDI transmissions.

Acknowledgment— the same ESP ID number provided in Section I.

Functional Group Header Information— Provide the identifying number following the guidelines published by ANSI.

Miscellaneous Information— The delimiters apply only to the interconnect mailbag segments, not to any values being transferred in the mailbag, and in no way restrict the values that may be used in the interchanges placed in the mailbag.

Value Added Network— If your VAN is Harbinger, list your Harbinger account number. If your VAN is not Harbinger, list the VAN name and your account number.



An EDISON INTERNATIONALSM Company

ESP EDI TRADING PARTNER PROFILE

SET-ID: 814 INBOUND DASR / OUTBOUND DASR RESPONSES

Section 1: EDI General Information

DATE: _____

TRADING PARTNER: _____

BUSINESS CONTACT: _____

TECHNICAL CONTACT: _____

EDI TRADING PARTNER AGREEMENT CONTACT: _____

MAILING ADDRESS: _____

ESP ID: _____
(DUN's Number)

PHONE: _____

PHONE: _____

PHONE: _____

PHONE: _____

FAX NO: _____

E-MAIL ADDRESS: _____

Section II: Transmission Control Information

TRANSMISSION CONTROL INFORMATION - SET-ID: 814 INBOUND DASR / OUTBOUND DASR RESPONSES

INTERCHANGE CONTROL HEADER INFORMATION

EDISON-ID: 006908818DASR

ESP -ID: _____

INTERCHG CONTROL NUMBER: 0000000000

INTERCHG CONTROL VERSION NUMBER (ASC X12): 003070

INTERCHG ID QUAL: 14

INTERCHG ID QUAL: _____

INTERCHG ENVELOPE: ISA/IEA

ACKNOWLEDGMENT:

EDISON -ID: 006908818DASR

ESP -ID: _____

TYPE REQUEST: 997

FUNCTIONAL GROUP HEADER INFORMATION

EDISON -ID: 006908818DASR

EDISON -ID: _____

EDISON -ID: _____

ESP -ID: _____

ESP -ID: _____

ESP -ID: _____

MISCELLANEOUS INFORMATION

DELIMITERS	SEGMENT TERMINATOR	DEC	HEX	EBCDIC	ASCII
		095	5F		
	ELEMENT DELIMITERS	028	1C	IFS	FS
	SUB ELEMENT SEPARATOR	189	BD]	

RECORD FILL CHARACTER --> SPACE INTERCHG CNTL STD: U - (ANSI ASC X12)

VALUE ADDED NETWORK: HARBINGER ACCOUNT NUMBER: _____

OTHER VAN: _____

SCE CONTACTS:

Pol Sandro-Yepes, ESP/Electronic Communications Coordinator PHONE NO: 562-491-2228 FAX NO: 562-491-3630
 Norma Vargas, EDI Administrator PHONE NO: 626-302-1081 FAX NO: 626-302-5332



ESP EDI TRADING PARTNER PROFILE

SET-ID: 810 / 820 / 824

Section 1: EDI General Information

DATE: _____	ESP ID: _____ (DUN's Number)
TRADING PARTNER: _____	PHONE: _____
BUSINESS CONTACT: _____	PHONE: _____
TECHNICAL CONTACT: _____	PHONE: _____
EDI TRADING PARTNER AGREEMENT CONTACT: _____	PHONE: _____
MAILING ADDRESS: _____ _____ _____	FAX NO: _____
	E-MAIL ADDRESS: _____

Section II: Transmission Control Information

TRANSMISSION CONTROL INFORMATION - SET-ID: 810 / 820 / 824

INTERCHANGE CONTROL HEADER INFORMATION

EDISON-ID: <u>0069088189999</u>	INTERCHG ID QUAL: <u>16</u>
ESP -ID: _____	INTERCHG ID QUAL: _____
INTERCHG CONTROL NUMBER: <u>0000000000</u>	INTERCHG ENVELOPE: <u>ISA/IEA</u>
INTERCHG CONTROL VERSION NUMBER (ASC X12): <i>(check all that apply)</i>	
<input type="checkbox"/> UDC Consolidated Bill: 810 Inbound - 3070	
<input type="checkbox"/> ESP Consolidated Bill: 810 Outbound - 3030	
<input type="checkbox"/> Payment/Remittance Advice : 820 Inbound/Outbound - 3030	
<input type="checkbox"/> Application Advice: 824 Inbound/Outbound - 3070	

ACKNOWLEDGMENT:

EDISON -ID: <u>0069088189999</u>	TYPE REQUEST: <u>997</u>
ESP -ID: _____	

FUNCTIONAL GROUP HEADER INFORMATION

EDISON -ID: <u>0069088189999</u>	ESP -ID: _____
EDISON -ID: _____	ESP -ID: _____
EDISON -ID: _____	ESP -ID: _____

MISCELLANEOUS INFORMATION

DELIMITERS	SEGMENT TERMINATOR	ELEMENT DELIMITERS	SUB ELEMENT SEPARATOR	DEC	HEX	EBCDIC	ASCII
	095	5F		1C	IFS	FS	
		028		BD]		
		189					

RECORD FILL CHARACTER --> SPACE INTERCHG CNTL STD: U - (ANSI ASC X12)

VALUE ADDED NETWORK:

HARBINGER ACCOUNT NUMBER: _____

OTHER VAN: _____

SCE CONTACTS:

Pol Sandro-Yepes, ESP/Electronic Communications Coordinator	PHONE NO: <u>562-491-2228</u>	FAX NO: <u>562-491-3630</u>	
Norma Vargas, EDI Administrator	PHONE NO: <u>626-302-1081</u>	FAX NO: <u>626-302-5332</u>	

**Electronic Funds Transfer (EFT) Agreement
Instructions for Preparation**

General Instructions

The Electronic Funds Transfer sets forth the terms and conditions for making payments and providing remittance information electronically.

Instructions For Section 1.3: Bank Designations

ESPs electing to send payments electronically to SCE will be provided with the bank account information upon signing the agreement at their request.

ESPs receiving payments electronically from SCE should provide their bank account information as part of the enrollment process.

Remember to:

Sign and Date the Agreement

Please make a copy of the completed agreement for your records

If you have any questions, please call:

ESP Services at (888) 371 - ESPs
 (888) 371 - 3777

ELECTRONIC FUNDS TRANSFER AGREEMENT

This Electronic Funds Transfer Agreement (the “Agreement”) is made as of _____, _____, by and between Southern California Edison Company (“Edison”), a California corporation, with offices at 2244 Walnut Grove Avenue, Rosemead, California, and _____ (“ESP”), a _____ corporation, with offices at _____ . From time to time, Edison and ESP shall be individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

- A. ESP desires to engage in direct access transactions (the “Transactions”) with customers in Edison’s service territory, and has entered into an Energy Service Provider Service Agreement (the “Services Agreement”) with Edison in order to engage in such transactions.
- B. Edison’s Rule 22, as approved by the California Public Utilities Commission (“CPUC”), sets forth certain terms and conditions governing the Transactions, including, without limitation, the billing service options and obligations, and payment and collection terms.
- C. The Parties desire to make certain payments to each other arising from the Transactions through electronic funds transfers, and this Agreement sets forth the terms and conditions upon which the Parties shall make any such payments and communicate associated remittance information.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

Section 1. Authorization

- 1.1 General. Subject to Section 5.2 hereof, any Party (“Payor”) required to make payment to the other Party (“Payee”), which payment arises from the Transactions, shall make such payment through electronic funds transfer as set forth in this Agreement.
- 1.2 Funds Transmittal. Payor shall transmit funds for any electronic payment made hereunder to Payee’s account specified in Section 1.3 hereof via the _____ funds transfer system (“System”), and shall be subject to the rules and regulations of such System. Any such payment shall be deemed to be made by Payor to Payee upon receipt by Payee’s Bank of such payment. Each Party hereby authorizes the other Party to satisfy any or all payment obligations arising from the Transactions to it through electronic funds transfers to the appropriate account set forth in Section 1.3 hereof.

1.3 Bank Designations.

a. Edison's Bank Account Information:

Bank Name: _____ Account
Name: _____
Address: _____ Account
No.: _____
City, State: _____ Bank ABA No.:

b. ESP's Bank Account Information:

Bank Name: _____ Account
Name: _____
Address: _____ Account
No.: _____
City, State: _____ Bank ABA No.:

Section 2. Delays; Cancellations

2.1 Effect of Delays. If a payment due date falls on a date on which the electronic funds transfer as contemplated in this Agreement cannot be completed because the System or one of the Party's Bank is not open for business or is unable to make or receive an electronics funds transfers, such payment due date shall be deemed to be the next business day on which such transfer can be completed. Payor shall not be in breach of any agreement or suffer any late payment penalty regarding an electronics funds transfer pursuant to this Agreement that was initiated properly and timely by Payor to the extent its completion is delayed because of the failure or delay by the System, the operation of the System or rejection by Payee's bank. However, any such failure, delay or rejection shall not extinguish any obligation of Payee to pay Payor as soon as practical after it is notified of such failure, delay or rejection.

2.2 Cancellation of Payment. In the event of a duplicate payment, overpayment, fraudulent payment or payment in error, Payor shall have the right to cause promptly cancellation of any such payment to Payee. Upon notification by Payor to Payee of such a payment, each Party agrees to cooperate and to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary, appropriate or desirable to effectuate the prompt cancellation of such a payment.

Section 3. Remittance Information

- 3.1 Remittance Information. Payor shall send remittance information to Payee's bank together with any electronic funds transfer hereunder (a "remittance advice") A remittance advice shall not constitute a warranty of Payor that an electronic funds transfer has been timely initiated or that any such transfer will be accepted by Payee's Bank on any date specified therein and shall be communicated in accordance with the ANSI Americans Standards Committee (ASC) X12 EDI standards.

Section 4. Liability

- 4.1 Responsibility for Service. Each party shall, at its own expense, provide and maintain the equipment, security procedures, software, services, testing and connections necessary to effectively and reliably comply with the terms of this Agreement and shall pay for its own costs associated therewith.
- 4.2 Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.
- 4.3 Conduct of Third Parties. Neither Party shall be liable to the other for the acts or omissions of any System operator or for the acts or omissions of any Banks or other third party.

Section 5. Changes/Termination

- 5.1 Change of Designations. Either Party may change its designation of Bank set forth in Section 1.3 hereof by notice to the other Party in accordance with Section 6.3 hereof. Any such change shall be effective thirty (30) days after such notice is duly delivered to the other Party.
- 5.2 Change in Method of Payment. Upon at least five (5) days prior written notice to Payee in accordance with Section 6.3 hereof, Payor may make any payment arising from the Transactions by reasonable means other than as set forth herein, including, without limitation, by certified or bank cashier's check, so long as such payment is made with immediately available funds.

-
- 5.3 Termination. This Agreement shall remain in effect until terminated by a Party upon no less than thirty (30) days written notice to the other Party, which notice shall specify the effective date of termination.

Section 6. Miscellaneous

- 6.1 Confidentiality. The Parties shall comply with the nondisclosure obligations set forth in Section 11 of the Services Agreement. The Parties hereby acknowledge that all information provided by a Party to the other Party pursuant to this Agreement shall constitute Confidential Information (as defined in the Services Agreement) under the Services Agreement.
- 6.2 Assignment. Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 6.2 shall be void.
- 6.3 Notice. All notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid; or (c) facsimile, with confirmation of receipt to the Parties, to the addresses set forth on the signature page hereto.
- 6.4 Choice of Law. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. The federal and state courts located in Los Angeles County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.
- 6.5 Conflict; Rules. In the event of any inconsistency between this Agreement and another agreement between the Parties addressing the subject matter of this Agreement, this Agreement shall control. The Parties agree to be bound by the rules and regulations of the System or other mechanism used to make a payment hereunder.

-
- 6.5 Definitions. Terms used herein and not otherwise defined shall have the meanings ascribed to such terms in California's Uniform Commercial Code, Division 4 (Bank Deposits and Collections).
- 6.6 Headings. The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.
- 6.7 Entire Agreement. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties; provided, however, this Agreement shall at all times be subject to such changes or modifications by the CPUC as it may, from time to time, direct in the exercise of its jurisdiction.
- 6.8 Severability. If any provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.
- 6.9 Additional Documents and Acts. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary, appropriate or desirable to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated hereby.

The Parties have executed this Agreement on the dates indicated below,
to be effective upon the later date.

ESP: EDISON

By: _____
signature

By: _____
signature

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____
Company

Address: Southern California Edison
P.O Box 410
Long Beach, CA 90801

Date: _____

Date: _____

**Customer Information Service Request (CISR)
Instruction Sheet**

Purpose

The CISR form is utilized by SCE to provide customer-specific information to ESPs who have the written authorization from the customer. This form must be completed and signed by the customer prior to the release of information.

General Instructions

1. Please type or print in ink.
2. If a mistake is made, you can make the corrections or request a new form from the ESP Support Center.
3. Each section must be completed in order for SCE to process your request.
4. Send completed forms by mail or fax to:

Southern California Edison Company
Customer Billing Center
Attention: 3rd Party Authorizations
P.O. Box 57017
Irvine, CA 92619-7017
Fax: (949) 587-5479

5. Please make a copy of your completed form for your records.
6. If you have any questions, please call:
ESP Support Center at (800) 795-6SCE
(800) 795-6723

To assist in completing this form correctly, the other side of this instruction sheet can be used to have relevant instructions close to the section you are completing.

**Customer Information Service Request (CISR)
Instructions for Preparation**

Edison Customer Information

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
Edison customer of record name	The name of the customer as it appears on the SCE bill
Contact name and title (if applicable)	Customer contact name, if different from customer of record
Address	Customer of record street address
Name of Energy Service Provider (ESP)/Third party	Legal business name of ESP or Third party
Address of Energy Service Provider (ESP)/Third party	City, state and zip code of ESP or Third party
Customer Account Number	Customer account number is a 10 digit number. This must be provided as it appears on the customer's billing statement. This number begins with a 2.
Service Account number	Customer service account number is a 10 digit number. This number must be entered as it appears on the customer's billing statement. This number begins with a 3.
Service Address	This is the physical street address of the residence or business that SCE provides electrical services to.

Type of Information Requested

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
Standard confidential customer information & basic existing meter data	Standard confidential information includes the customer name, service account number, service address, billing address, rate schedule, usage data by peak, by month, default 12 months, revenue (if applicable), SIC code, and service voltage. Basic existing meter data includes the meter number, make, model, meter form, power transformers (PT) ratio, current transformer (CT) ratio, meter voltage, and billing constant
Standard Interval Load Data	Interval data is customer usage data in 15 minute intervals
Method of communication for the data	Customer data can be communicated back to the ESP or third party via hard copy, diskette, or e-mail. If e-mail is the preferred choice, please include the e-mail address the information should be sent to.
Customer Authorization	The customer must sign and date the form. In addition, the customer's telephone number and frequency of release must be indicated. The information can be released one-time only or a one year authorization may be given which allows SCE to release the information at any time in 12 months.



To Whom It May Concern,

Re: PROCEDURE TO REQUEST CUSTOMER INFORMATION FROM SCE

To protect the privacy of our customers, Southern California Edison policy prohibits the release of customer information to a 3rd Party without specific customer authorization. Your clients must complete and sign either an SCE consent form or letter, drafted on the customer's letterhead, containing account information and information requested. The authorization request must be signed by someone who has authority to financially bind the customer (e.g. CFO of a company or City Manager of a municipality). Customers can request information be released one time only or request information be released upon request, for a period of not more than one year. Customers have the option to renew an authorization by submitting a new consent form.

The Customer Information Service Request (**CISR**) or Customer Letter on Customer Letterhead authorizes the consultant to request and receive one to three years of billing history records and existing basic meter data. Residential service account requests are limited to twelve months historical billing data. A request may be made to receive interval data for 12 months, or 18 months if the account is over 500 kW, as applicable. Customers can request specific correspondence that includes rate effective date, if applicable. (**CISR replaces Authorization Form A.**)

The Customer Information Service Request and Authorization To Act On Customer's Behalf (**CISR-B**) is a notarized document. **CISR-B** will authorize the consultant to request and receive everything listed under the **CISR** Form. In addition, **CISR-B** will authorize additional specific requests: analysis of the customer's account, investigation of utility bills rendered, valid rebills, line extension and temporary service work order inquiries, and refund status inquiries. The Work Order request(s) must list the entire work order number(s). (**CISR-B replaces Authorization Form B**).

Work Order authorizations and requests, and should be mailed to Southern California Edison, Attn: Ledgers, P. O. Box 788, Rialto, CA 92377.

Send all other completed and signed consent forms and requests to: Southern California Edison Company, Customer Billing Center, 3rd Party Authorizations, P. O. Box 57017, Irvine, CA 92619-7017. SCE also accepts requests via facsimile at (949) 458-4885. If you have any questions or need additional forms, please fax or call Diana Mireles at facsimile number (949) 587-5479 or telephone number (949) 458-4645.

Thank you,

SOUTHERN CALIFORNIA EDISON COMPANY

Enclosures



DEFINITION OF CUSTOMER INFORMATION

a) **BILLING/USAGE INCLUDES:**

Usage Data by peak, by month if applicable, default 12 months (includes read date, number of days in billing cycle, kW, kWh, KVAR), if applicable; Revenue (total billed, by peak, by month), if applicable. (Domestic accounts are limited to 12 months historical Billing/Usage data).

b) **BASIC METER DATA INCLUDES EXISTING:**

Meter Number, Make, Model, Meter Form, Potential Transformer (PT) Ratio, Current Transformer (C.T.) Ratio, Meter Voltage & Phase, Billing Constant (Multiplier).

c) **INTERVAL DATA:**

Available for accounts above 500 kW includes: Daily records of 15 minute kW and kVAR demands as recorded from revenue metering or, if preferred, 60 minute kW(H) and kVAR(H) usage calculated from the recorded 15 minute data.

d) **STANDARD CONFIDENTIAL INFORMATION INCLUDES:**

Customer Name, Service Account No., Service Address, Billing Address, Rate Schedule, SIC Code, Service Voltage

e) **SCE ACCEPTS:**

Authorized consent forms and/or customer letterhead is accepted via U.S. Mail or Facsimile .

f) **NUMBER OF REQUESTS PROVIDED:**

SCE will provide customer information without charge, up to two times within a 12 month period per service account. After two requests in a year, customers may be responsible for charges that may be incurred to process this request.



Customer Information Service Request
(please print or type)

I, _____, _____ of

CUSTOMER OF RECORD / AUTHORIZED REPRESENTATIVE TITLE (IF APPLICABLE) DBA OR SCE CUSTOMER OF RECORD

in the city of _____ and state of _____, do hereby appoint

NAME OF ENERGY SERVICE PROVIDER(ESP)/THIRD PARTY

to act as consultant and perform the following specific acts and functions on my behalf:

- Request and receive billing records and history of my account(s), as specified below, basic existing meter information, services furnished by Southern California Edison (SCE). Domestic/Residential Service accounts are limited to 12 months historical billing data.
- Request and receive copies of specific correspondence related to the rate effective date in connection with my account(s).

This authorization is provided for the following accounts:

CUSTOMER ACCOUNT NUMBER	SERVICE ACCOUNT NUMBER	SERVICE ADDRESS
_____	_____	_____
_____	_____	_____

This authorization is provided for all accounts.

(FOR MORE THAN TWO ACCOUNTS, PLEASE PROVIDE THE INFORMATION ON AN ATTACHED SHEET.)

INFORMATION REQUESTED:

- Standard confidential customer information and basic existing meter data 12 months 24 months 36 months
- Standard Interval Data (if used for billing & if applicable) 12 months 18 months
- Request information be provided via: Hard Copy (if applicable) Diskette E-Mail Address*

**Customer information sent by e-mail from SCE is not secured.*

I AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION:

- One time only (immediate release)
- One year authorization - Information requested above will be released upon request at any time within the next 12 months. SCE may charge for any non-basic information.**

Note: Any information requests differing from this written authorization must be submitted in writing.

** SCE WILL PROVIDE STANDARD CUSTOMER INFORMATION WITHOUT CHARGE, UP TO TWO TIMES WITHIN A 12 MONTH PERIOD PER SERVICE ACCOUNT.

AFTER TWO REQUESTS IN A YEAR, I UNDERSTAND I MAY BE RESPONSIBLE FOR CHARGES THAT MAY BE INCURRED TO PROCESS THIS REQUEST.

CUSTOMER BILLING ADDRESS

ENERGY SERVICE PROVIDER (ESP) / 3RD PARTY BILLING

ADDRESS

NAME APPLICABLE	NAME	ESP SERVICE ACCOUNT NO. IF
_____	_____	_____

ADDRESS

ADDRESS

CITY

STATE

ZIP CODE

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

CONTACT

TELEPHONE NUMBER

CONTACT

I authorize SCE to release requested information on my account or facilities to the above agent and consultant who is acting on my behalf regarding the matters listed above. I release, hold harmless, and indemnify SCE from any liability, claims, demand, cause of action, damages, or expenses resulting from unauthorized use of this information by my agent and consultant. I further certify that my agent and/or consultant has authority to act on my behalf and request the release of information for the accounts listed on this form. I understand SCE reserves the right to verify any authorization request submitted before releasing information. I understand that I may cancel this authorization at any time by submitting a written request. The form must be signed by someone who has authority to financially bind the customer (e.g. CFO of a company or City Manager of a municipality).

Executed this _____ day of _____, _____

CUSTOMER OF RECORD / AUTHORIZED REPRESENTATIVE

MONTH

YEAR

TELEPHONE NUMBER

MAIL THIS FORM TO:

**Southern California Edison Company
Customer Billing Center
Attn: 3rd Party Authorizations
P. O. Box 57017
Irvine, CA 92619-7017**

SCE DA (DM-PB-JP) 4/15/98 Rev.



**Customer Information Service Request And
Authorization To Act On Customer's Behalf**
(please print or type)

I, _____, _____ of

CUSTOMER OF RECORD / AUTHORIZED REPRESENTATIVE TITLE (IF APPLICABLE) DBA OR SCE CUSTOMER OF RECORD

in the city of _____ and state of _____, do hereby appoint

NAME OF ENERGY SERVICE

PROVIDER(ESP)/THIRD PARTY
to act as consultant and perform the following specific acts and functions on my behalf:

- Request and receive billing records and history of my account(s), as specified below, basic existing meter information, services furnished by Southern California Edison (SCE). Domestic/Residential Service accounts are limited to 12 months historical billing records.
- Request and receive copies of specific correspondence in connection with my account(s), analysis of my account(s); investigation of utility bills rendered; valid rebills; line extension and temporary service work order refund status by submitting a specific request.

This authorization is provided for the following accounts:

_____	_____	_____
CUSTOMER ACCOUNT NUMBER	SERVICE ACCOUNT NUMBER	SERVICE ADDRESS

_____	_____	_____
CUSTOMER ACCOUNT NUMBER	SERVICE ACCOUNT NUMBER	SERVICE ADDRESS

This authorization is provided for all accounts.

(FOR MORE THAN TWO ACCOUNTS, PLEASE PROVIDE THE INFORMATION ON AN ATTACHED SHEET.)

SPECIFIC INFORMATION REQUESTED:

- Standard confidential customer information and basic existing meter data 12 months 24 months
 36 months
- Standard Interval Data (if used for billing & if applicable) 12 months 18 months
- Specific correspondence See Attachment
- Request information be provided via: Hard Copy (if applicable) Diskette E-Mail Address*

**Customer information sent by e-mail from SCE is not secured.*

I AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION:

- One time only (immediate release)
- One year authorization - Information requested above will be released upon request at any time within the next 12 months.**
Note: Any information requests differing from this written authorization must be submitted in writing.

** SCE WILL PROVIDE STANDARD CUSTOMER INFORMATION WITHOUT CHARGE, UP TO TWO TIMES WITHIN A 12 MONTH PERIOD PER SERVICE ACCOUNT.

AFTER TWO REQUESTS IN A YEAR, I UNDERSTAND I MAY BE RESPONSIBLE FOR CHARGES THAT MAY BE INCURRED TO PROCESS THIS REQUEST.

CUSTOMER BILLING ADDRESS

ENERGY SERVICE PROVIDER (ESP) / 3RD PARTY BILLING

ADDRESS

_____	_____	_____
NAME	NAME	ESP SERVICE ACCOUNT NO. IF
APPLICABLE		

ADDRESS

ADDRESS

CITY

STATE

ZIP CODE

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

CONTACT

TELEPHONE NUMBER

CONTACT

I authorize SCE to release requested information on my account or facilities to the above agent and consultant who is acting on my behalf regarding the matters listed above. I release, hold harmless, and indemnify SCE from any liability, claims, demand, cause of action, damages, or expenses resulting from unauthorized use of this information by my agent and consultant. I further certify that my agent and/or consultant has authority to act on my behalf and request the release of information for the accounts listed on this form. I understand SCE reserves the right to verify any authorization request submitted before releasing information. I understand that I may cancel this authorization at any time by submitting a written request. I understand my signature must be notarized for SCE to release any information or perform any services on my behalf. The form must be signed by someone who has authority to financially bind the customer (e.g. CFO of a company or City Manager of a municipality).

Executed this _____ day of _____, _____

CUSTOMER OF RECORD / AUTHORIZED REPRESENTATIVE

MONTH

YEAR

TELEPHONE NUMBER

ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Notary Name and Address:

SCE DA (DM-PB-JP) 4/15/98 Rev.

MAIL THIS FORM TO:
SOUTHERN CALIFORNIA EDISON COMPANY
Customer Billing Center
Attn: 3rd Party Authorizations
P. O. Box 57017
Irvine, CA 92619-7017

***From
SDG&E's Manual***

None

***From
PG&E's Manual***

Chapter 1

ESP DIRECT ACCESS PRELIMINARY PROCEDURES

This chapter was last updated on: 2/6/98.

Overview

This chapter focuses primarily on the types of documents which ESPs will need to submit prior to participation in Direct Access (DA). The chapter also discusses the timing involved with reviewing and processing the documentation submitted by ESPs.

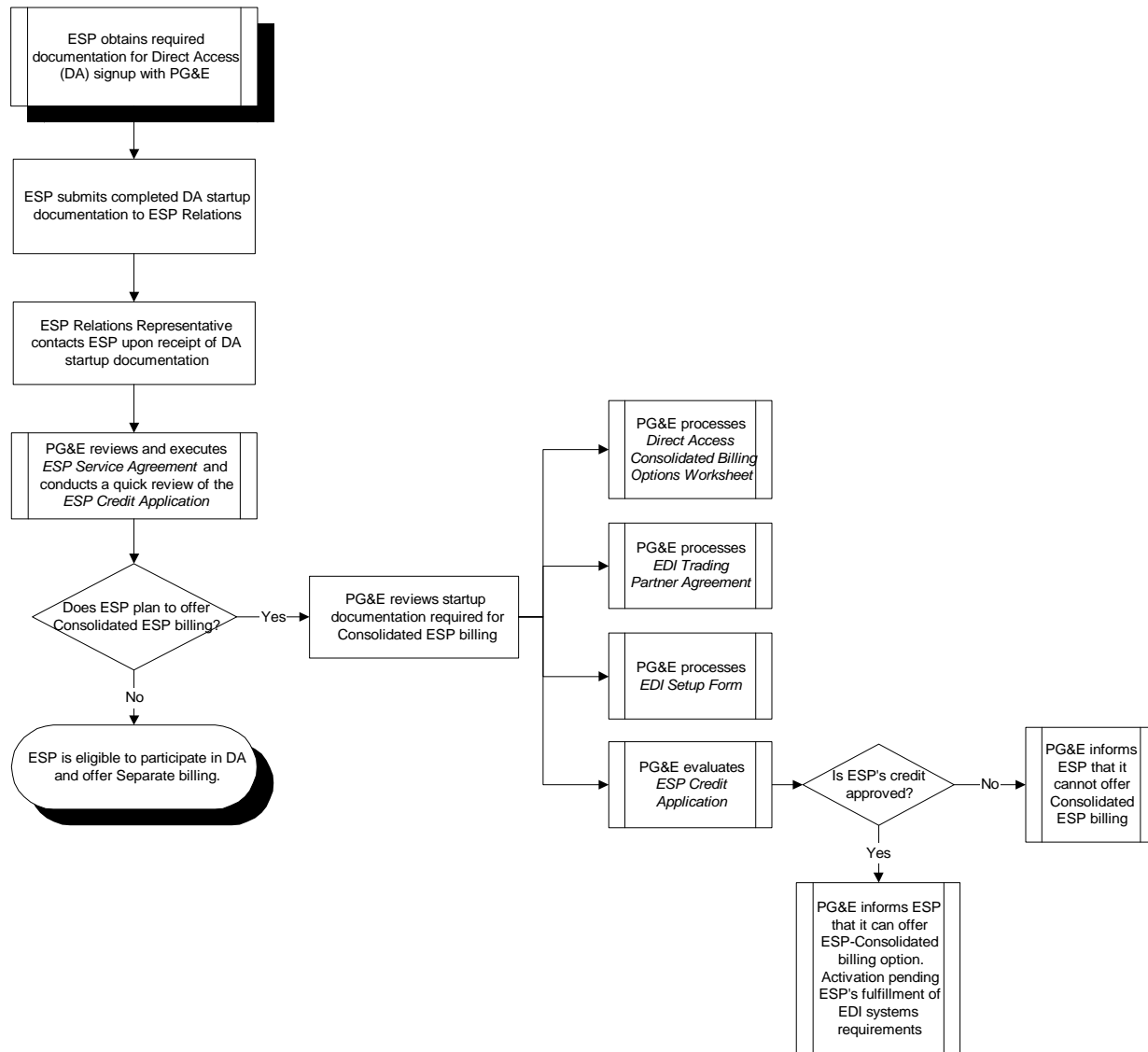
Prerequisites

Prior to starting DA preliminary procedures, an ESP must register with the CPUC if it intends to serve “Small Customers”. Small Customers are defined per revised Rule 1 as customers on demand-metered schedules (A-10 and E-19V), with less than 50kW maximum billing demand per meter for at least nine (9) billing periods during the most recent twelve (12) month period **or** any customer on a non-demand metered schedule (A-1 and A-6). Detailed information regarding registering with the CPUC can be obtained by visiting the CPUC Web site at <http://www.cpuc.ca.gov>.

Checklist of key steps

#	STEP
1.	ESP OBTAINS REQUIRED DOCUMENTATION FOR DIRECT ACCESS (DA) SIGNUP WITH PG&E
2.	ESP SUBMITS COMPLETED DA STARTUP DOCUMENTATION TO ESP RELATIONS
3.	ESP RELATIONS REPRESENTATIVE CONTACTS ESP UPON RECEIPT OF DA STARTUP DOCUMENTATION
4.	PG&E REVIEWS ALL SUBMITTED DA FORMS AND DOCUMENTATION
5.	ESP RELATIONS REPRESENTATIVE INFORMS THE ESP OF THE TYPE OF DA PARTICIPATION FOR WHICH IT IS ELIGIBLE

ESP Direct Access Preliminary Procedures Illustrated



Procedures

This section provides a detailed discussion of the process steps outlined within the “*Checklist of Key Steps.*”

1. ESP obtains required documentation for Direct Access (DA) signup with PG&E

ESPs interested in participating in DA with PG&E will need to complete and execute the forms indicated in the **DA Forms Table** below. Information on filling out the DA forms is provided in the sections following the **DA Forms Table**.

DA startup forms can either be downloaded from the “DA Documents” link on the *ESP Resource Center* website at <http://www.pge.com/esp/> or obtained from PG&E’s ESP Relations.

ESPs may also contact ESP Relations via the ESP Relations hotline at 415-973-1666, should they have any questions regarding the DA forms.

DA FORMS TABLE

#	DOCUMENT	DESCRIPTION	WHEN REQUIRED
1.	<i>ENERGY SERVICE PROVIDER SERVICE AGREEMENT (THE "ESP SERVICE AGREEMENT")</i>	THIS DOCUMENT SPECIFIES THE ROLES AND RESPONSIBILITIES OF BOTH THE ESP AND PG&E WITH RESPECT TO DA BUSINESS TRANSACTIONS AND INTERACTIONS WHICH TRANSPIRE BETWEEN THE TWO PARTIES. NOTE THAT THE CONTENT OF THE ESP SERVICE AGREEMENT MAY BE AMENDED FROM TIME TO TIME AT THE DIRECTION OF THE CPUC.	ALWAYS
2.	<i>ENERGY SERVICE PROVIDER INFORMATION</i>	DOCUMENT WHICH ASKS FOR DETAILED INFORMATION ABOUT THE ESP WHICH IS NOT INCLUDED WITHIN THE <i>ESP SERVICE AGREEMENT</i> .	ALWAYS
3.	<i>ESP CREDIT APPLICATION AND ESP'S FINANCIAL STATEMENTS</i>	PG&E USES THE ESP'S CREDIT APPLICATION AND FINANCIAL STATEMENTS TO EVALUATE THE CREDIT WORTHINESS OF THE ESP.	ALWAYS
4.	<i>DIRECT ACCESS CONSOLIDATED BILLING OPTIONS WORKSHEET</i>	THIS FORM SPECIFIES THE SERVICES AND OTHER INFORMATION RELATED TO THE SELECTION OF BILLING OPTIONS. THE FORM ALSO SERVES AS AN AUTHORIZATION FOR PG&E TO COMMENCE PREPARATIONS WHICH ARE NECESSARY TO ESTABLISH THE BILLING OPTIONS SELECTED BY THE ESP.	IF THE ESP PLANS TO OFFER CONSOLIDATED ESP AND/OR CONSOLIDATED UDC BILLING
5.	<i>EDI TRADING PARTNER AGREEMENT</i>	THE PRIMARY PURPOSE OF THE AGREEMENT IS TO ESTABLISH THE BINDING NATURE OF FINANCIAL CHARGE AND PAYMENT DATA WHICH IS TRANSMITTED ELECTRONICALLY BETWEEN THE ESP AND PG&E. THE AGREEMENT ALSO SPECIFIES THAT DATA BE EXCHANGED IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) BUSINESS INTERCHANGE STANDARDS, WHICH IS CURRENTLY ANSI X12.	IF THE ESP PLANS TO OFFER THE CONSOLIDATED ESP BILLING OPTION
6.	<i>EDI SETUP FORM</i>	THIS FORM SPECIFIES ESP SYSTEMS DETAILS RELEVANT TO THE ELECTRONIC TRANSMISSION OF FINANCIAL CHARGE AND PAYMENT DATA.	IF THE ESP PLANS TO OFFER THE CONSOLIDATED ESP BILLING OPTION
7.	<i>MDMA APPROVAL APPLICATION AND CHECKLIST</i>	FORMS REQUIRED TO APPLY FOR APPROVAL AS AN MDMA. IN CASES WHERE THE ESP WILL BE USING A THIRD PARTY MDMA, IT WILL COMPLETE THESE FORMS ON BEHALF OF THAT MDMA.	IF THE ESP PLANS TO PROVIDE MDMA SERVICES OR USE THE SERVICES OF AN MDMA OTHER THAN PG&E.

ESP SERVICE AGREEMENT

The following exhibit shows the first page of the *ESP Service Agreement*.


	<p>Pacific Gas and Electric Company ENERGY SERVICE PROVIDER (ESP) SERVICE AGREEMENT</p>
<p>This Energy Service Provider (ESP) Service Agreement (this "Agreement") is made and entered into as of this ___ day of _____, _____, by and between _____ ("ESP"), a _____ organized and existing under the laws of the state of _____, and "Pacific Gas and Electric Company" ("PG&E"), a corporation organized and existing under the laws of the state of California. From time to time, ESP and PG&E shall be individually referred to herein as a "Party" and collectively as the "Parties."</p>	
<p>Section 1: General Description of Agreement</p>	
1.1	<p>This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which ESP shall offer electrical energy services, including, but not limited to, account maintenance and billing services, electrical meter installation meter reading services and/or any other services that may be approved by the California Public Utilities Commission ("CPUC") In Direct Access transactions with customers in PG&E's service territory ("Direct Access Services"). Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto) the definitions controlling this Agreement are contained in PG&E's applicable rules or in the relevant direct access tariff.</p>
1.2	<p>The form of this Agreement has been developed as part of the CPUC regulatory process, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between PG&E and ESPs and may not be waived, altered, amended or modified, except as provided herein or in the relevant direct access tariff or as may otherwise be authorized by the CPUC.</p>
<p>Section 2: Representations</p>	
2.1	<p>Each Party represents that it is and shall remain in compliance with all applicable laws and tariffs, including applicable CPUC requirements.</p>
2.2	<p>Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose</p>
<p>Form No. 29-948 Page 1 of 16 Tariffs & Compliance October 31, 1997</p>	

EXHIBIT: *ESP SERVICE AGREEMENT* (PAGE 1 OF 16)

ABOUT SECTION 22, BILLING OPTIONS

The ESP's selection of the Consolidated ESP billing option is contingent upon meeting DA tariff creditworthiness requirements and EDI requirements. EDI requirements include submission of the *EDI Trading Partner Agreement* and *EDI Setup Form* as well as satisfactory systems capability for EDI transaction exchange. Creditworthiness requirements are discussed in the subsequent section, "*ESP Credit Application and Financial Statements*."

EDI testing procedures and detail on EDI protocol are covered within Chapter 2, "Direct Access Setup."

ABOUT SECTION 23, METERING AND METER READING OPTIONS

If the ESP has indicated that it will be offering all or some metering and meter reading services to its customers, it will need to meet the established requirements for the types of services it plans to offer. ESPs should consult chapter 5, "**Metering**" of this handbook for a synopsis of guidelines. Failure to meet established Meter Service

Provider (MSP) or Meter Data Management Agent (MDMA) requirements prior to submitting Direct Access Service Requests (DASRs) can result in delayed DASR processing or rejection.

ENERGY SERVICE PROVIDER INFORMATION FORM

This form addresses additional information about the ESP which is not specified within the *ESP Service Agreement*. Types of information include the ESP's emergency contact telephone numbers, business hours, time zone, additional key functional contacts, etc. PG&E's ESP Relations group in turn uses this information to better tailor the customer services it provides to ESPs.

ESP CREDIT APPLICATION AND FINANCIAL STATEMENTS

The following shows the first page of the *ESP Credit Application*.

Pacific Gas and Electric Company
ESP Credit Application

PG&E will determine, in its sole discretion, if an applicant meets PG&E's creditworthiness standards. If PG&E determines an applicant has demonstrated sufficient creditworthiness to be an Electric Service Provider, PG&E shall establish a credit line for the applicant.

An applicant shall forward this completed and signed application, and accompanying financial information to the following address:

ESP Relations
Pacific Gas and Electric Company
123 Mission Street
Mailcode H288
San Francisco, CA 94127

An applicant will not be eligible to be an Electric Service Provider until PG&E approves the applicant's credit application and the applicant and PG&E execute an Electric Service agreement.

Please furnish the following information:

1. Applicant Company

Applicant name (i.e. company): _____

State of Incorporation (Please mark N/A if not incorporated): _____

Federal Tax ID: _____ State Tax ID: _____

WMD/VE Certification #/Exp. Date: _____

DBS DUNS #: _____ Internal Web Site: _____

Parent Company: _____ State of Incorporation: _____

2. Contact or Financial Contact Person

First and Last Name: _____

Title: _____

Address: _____

City, State Zip Code, Country: _____

E-mail address: _____

Telephone: (____) _____

Facsimile: (____) _____

3. Representations:

	<u>Applicant</u>		<u>Parent</u>	
	Yes	No	Yes	No
1. Are you/parent and/or their parent?	_____	_____	_____	_____
2. Operating under federal bankruptcy laws?	_____	_____	_____	_____
3. Subject to pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration of Applicant's and/or Parent's financial condition?	_____	_____	_____	_____
4. Subject to collection lawsuits or outstanding judgments which could impact solvency?	_____	_____	_____	_____

4. Number of Direct Access Customers by Class:

Residential	_____	Medium Commercial	_____	Agriculture	_____
Small Commercial	_____	Large Commercial/Industrial	_____	Lighting	_____

EXHIBIT: ESP CREDIT APPLICATION (PAGE 1 OF 2)

All ESPs interested in participating in DA with PG&E must complete the *ESP Credit Application* and submit a set of financial statements pursuant to the specifications of the *ESP Credit Application*.

ESP CREDITWORTHINESS REQUIREMENTS

ESPs planning to offer Consolidated ESP billing to end-use customers must meet DA tariff creditworthiness requirements. ESPs who plan to offer either UDC Consolidated or Separate billing to end-use customers may also be subject to creditworthiness requirements. In some cases, PG&E will require Separate billing for ESPs who fail to meet creditworthiness requirements. Additionally, PG&E may require advance payment of authorized service fees for ESPs who offer either UDC Consolidated or Separate billing.

CREDIT EVALUATION PARAMETERS

ESPs who satisfy primary or alternate creditworthiness requirements as described below may offer Consolidated ESP billing to end-use customers. The parameters for credit evaluations and security deposits are summarized below. ESPs should consult PG&E's DA Rule 22, Section N for comprehensive details regarding credit evaluation provisions.

PRIMARY CREDIT REQUIREMENTS

PG&E will consider an ESP creditworthy if it has obtained a credit rating of either:

- Baa2 or higher from Moody's
- BBB or higher from Standard & Poor's, Fitch, or Duff & Phelps

The credit evaluation may be conducted by an outside credit analysis agency, as determined by PG&E.

ALTERNATE CREDIT REQUIREMENTS

ESPs may provide credit security in lieu of satisfying the unsecured credit requirements outlined above. The amount of the security required to establish credit will be twice the estimated maximum monthly bill for PG&E charges.

With PG&E's approval, credit security may be in the form of any of the following:

1. Cash deposit
2. Letter of credit
3. Surety bond
4. Guarantee, with the guarantor having a credit rating of
 - Baa2 or higher from Moody's
 - BBB or higher from Standard & Poor's, Fitch, or Duff & Phelps

ESPs can download PG&E's Guarantee document from the *ESP Resource Center* website at <http://www.pge.com/esp/> or can be obtained by calling the ESP Relations hotline at 415-973-1666.

The following exhibit is an example of the first page of PG&E's *Guarantee* document.



GUARANTEE

THIS GUARANTEE ("Guarantee") dated as of _____, 19____, is made by _____, a corporation ("Guarantor") for the benefit of Pacific Gas and Electric Company, a California corporation ("PG&E"), in consideration of PG&E entering into contracts with or furnishing service or credit to _____, an Electric Service Provider ("ESP").

WHEREAS, PG&E and ESP have entered or expect to enter into one or more service agreements and other agreements and transactions relating thereto ("Agreements");

WHEREAS, PG&E's Direct Access Tariff provides that PG&E may require an ESP to establish its creditworthiness through, among other things, a security deposit in the form of a guarantee;

NOW, THEREFORE, for value received, and to induce PG&E to enter into such Agreements with ESP and to extend credit to ESP, Guarantor provides this Guarantee to PG&E as a part of the consideration for PG&E entering into such Agreements and agrees as follows:

1. Guarantee. Guarantor unconditionally guarantees to PG&E its successors and assigns the prompt and complete payment of all amounts due and payable by ESP to PG&E pursuant to the Agreements and PG&E's Direct Access Tariffs, ("Obligations") whether by acceleration or otherwise to a maximum amount, at any one time, of _____ (\$ _____ Guarantee Cap) except, as otherwise provided in Section 4 (f) below, plus costs of collection, including reasonable attorney's fees and any other reasonable costs of enforcing this Guarantee.

This is a continuing guarantee of payment and performance and not of collection. If ESP defaults in the payment or performance when due or any part of it for any reason, Guarantor will pay all sums due and owing or provide performance directly to PG&E promptly upon PG&E's demand on Guarantor. PG&E shall have the right to demand payment from Guarantor to the same extent as PG&E would have the right under PG&E's Direct Access Tariffs and the Agreements to draw on a cash deposit posted by ESP. All payments hereunder shall be made without setoff or counterclaim except to the extent of any setoff or counterclaims and defenses to payment which ESP has arising out of the transaction or transactions under which payment of the Guarantee is sought, other than those arising out of the insolvency of, or filing under the Bankruptcy Code by, ESP.

2. Guarantor's Obligations. Guarantor's Obligations under this Guarantee are absolute and unconditional, shall remain in full force until all Obligations have been paid or performed or until terminated in accordance with Section 3 hereof, and shall not be released or discharged for: (i) PG&E's waiver of ESP's performance of any obligation or ESP's default under the Agreements; (ii) PG&E's extension of time for payment or performance by ESP under the Agreements or the amendment, extension or renewal of the Agreements or any Obligations; (iii) any delay or failure by PG&E to enforce or exercise any right or remedy under the Agreements, or waiver by PG&E of any such right or remedy; (iv) any failure by ESP's customers to pay for ESP's services or any part thereof; (v) any transfer, assignment or mortgaging by ESP or PG&E of any interest in the Agreements or this Guarantee; (vi) the release or discharge of ESP from the performance or observance of any obligations by operation of law or otherwise; (vii) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets and liabilities, or the voluntary or involuntary receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, or other similar proceeding affecting ESP, or the disaffirmance of the Agreements in any such proceeding; (viii) any merger, consolidation or other reorganization to which ESP, Guarantor or any related entity is a party, or any direct or indirect sale or disposition of Guarantor's or ESP's assets or Guarantor's direct or indirect ownership interest in ESP; or (ix) the release, acceptance or disposal of any collateral by PG&E for any of the Obligations.

Guarantor is aware of, and consents to, the terms of the Agreements and agrees that the Agreements

EXHIBIT: GUARANTEE (PAGE 1 OF 4)

DIRECT ACCESS CONSOLIDATED BILLING OPTIONS WORKSHEET

The following shows the first page of the Direct Access Consolidated Billing Options Worksheet.

DA BILLING OPTIONS WORKSHEET



**Pacific Gas and Electric Company
Direct Access Consolidated Billing
Options Worksheet**

Distribution:
 PG&E ESP Relations (Original)
 ESP Copy
 PG&E DA Billing & Records Unit
 PG&E ESP Billing Services

This Direct Access Consolidated Billing Options Worksheet lists the various detailed options and services that _____ (ESP) has selected related to the direct access consolidated billing options. The ESP authorizes PG&E to provide the following billing options and services, as checked below, and to commence any preparatory work necessary to carry out the billing options. The fees in this Worksheet are subject to the fees and charges outlined in Direct Access Rule 22 and the F-DASR and F-ESP rate schedules.

<input type="checkbox"/> Bill-Ready (not available until 3/1/98)	
Test Message (Submit separate worksheet for each new message):	
First Duration (choose one): <input type="checkbox"/> Seasonal <input type="checkbox"/> One Time <input type="checkbox"/> Print Period From: _____ To: _____	Message Audience (choose one): <input type="checkbox"/> Specific Rate Schedules <input type="checkbox"/> All Rate Schedules Rate Schedules: _____
Message: _____	
CONSOLIDATED BILLING OPTION	
Billing Entry: <input type="checkbox"/> Self	<input type="checkbox"/> Billing Agent (submit separate worksheet for each change)
Delivery of Mandated Notices (choose one):	
<input type="checkbox"/> Electronic Transmission	Name _____ Address _____ Contact _____ Telephone _____
<input type="checkbox"/> Deliver to ESP's Billing Entity	
<input type="checkbox"/> Separate mailing by PG&E	
Dual Commodity Billing (choose one):	
<input type="checkbox"/> For All customers	<input type="checkbox"/> For sale of customers (submit list of customers)

EXHIBIT: DIRECT ACCESS CONSOLIDATED BILLING OPTIONS WORKSHEET (PAGE 1 OF 2)

INSTRUCTIONS FOR COMPLETING THE DIRECT ACCESS CONSOLIDATED BILLING OPTIONS WORKSHEET

Specifications made by the ESP on this worksheet will determine the bill format that is generated for Consolidated ESP and Consolidated UDC invoices to end-use customers.

1. ESPs will need to mark the checkbox(es) for the consolidated billing option(s) that it plans to provide.
2. For each consolidated billing option section, the ESP indicates the additional options that it would like PG&E to provide.
3. As some services are exclusive of others, the ESP should only select one option where indicated.

REQUIRED FORMAT FOR THE PG&E BILL DETAIL PAGE INCLUDED ON CONSOLIDATED ESP BILLS

ESPs who plan to offer the Consolidated ESP billing option should be aware of PG&E's requirements for the format of the PG&E bill detail page. Detailed information and examples of PG&E's bill format requirements are addressed within Chapter 6, "Billing," under the section heading, "Consolidated UDC Billing."

EDI TRADING PARTNER AGREEMENT

The following shows the first page of the *EDI Trading Partner Agreement*. The *EDI Trading Partner Agreement* consists of the main agreement text and an Appendix to the agreement. The ESP will need to complete sections within both the *EDI Trading Partner Agreement* and the Appendix to the agreement as indicated below.

MAIN AGREEMENT

In section 5.0 under *Trade Partner*, the ESP corporate representative signs on the signature line and provides their printed name, title, and date on the appropriate lines. The following shows the first page of the *EDI Trading Partner Agreement*.


	Pacific Gas and Electric Company	Distribution: <input type="checkbox"/> Customer (Original) <input type="checkbox"/> Division (Original) <input type="checkbox"/> Customer Billing <input type="checkbox"/> Field Application Support
ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT		
THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 19____, by and between _____, a _____, ("Trade Partner"), and Pacific Gas and Electric Company ("PG&E"), a California Corporation		
RECITALS		
Trade Partner and PG&E desire to participate in the electronic transmit and receipt data in agreed formats in substitution for conventional paper-based documents and to ensure such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.		
NOW THEREFORE, the parties, intending to be legally bound agree as follows		
Section 1. Prerequisites		
1.1 Documents Standards. Each party shall electronically transmit to or receive from the other party each of the transaction sets listed in the Appendix (collectively "Documents"). Documents include billings for utility service and payments which are (1) the electronically transmitted information delivered to Trade Partner from PG&E, or to PG&E from Trade Partner, and (2) the non-electronically transmitted utility billings and payments transmitted during testing periods or equipment failures. All Documents shall be transmitted in accordance with the standards set forth in the Appendix.		
1.2 Scope of the Agreement. This Agreement shall govern and apply to all Documents and information related to Transactions electronically transmitted from either party to the other.		
1.3 Third-Party Service Providers.		
1.3.1 Documents will be transmitted electronically to each party either directly or through any third party service provider ("Provider") with which either party may contract on its own behalf. Either party may modify its election to use, not use or change its Provider upon 30 days prior written notice.		
1.3.2 Each party shall be responsible for the costs and performance of any Provider with which it contracts, unless otherwise set forth in the Appendix.		
1.4 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.		
1.6 Security Procedures. Each party shall properly use those security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.		
Form No. 75-851 Page of 7 Field Application Support August 9, 1994		

EXHIBIT: ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT (PAGE 1 OF 7)

APPENDIX

The following shows the first page of the Appendix to the *EDI Trading Partner Agreement*.

APPENDIX		
STANDARDS. The Trade Partner and PG&E agree that the American National Standards Institute (ANSI) Business Data Interchange Standards (currently ANSI X12) shall be the standards for the exchange of EDI transmissions between the parties.		
Non-electronically transmitted documents will be sent by certified, registered or first class mail or special delivery, postage prepaid.		
DOCUMENTS. Documents include, but are not limited to, the following transaction(s):		
Transaction Set No		Document Name or Description
810	--	Invoice
820	--	Payment
997	--	Functional Acknowledgment
GUIDELINES.		
Maintenance of Document Log. Each of the parties agree to maintain a complete document log of all communications sent and received to and from the other party without any modifications. Documents contained in such document logs shall be retrievable in readable form. Each party shall store said document log for a period of four years and shall make it available to the other party upon request.		
THIRD PARTY SERVICE PROVIDERS.		
Trade Partner:		
Name	Address	Telephone No.
Pacific Gas and Electric Company:		
Name	Address	Telephone No.
Herbinger EDI	1055 Lenox Park Blvd. Atlanta, GA 30319	(800) 367-4272
Weis Fargo Bank, N.A.	420 Montgomery St. San Francisco, CA 94163	(212) 614-4788
Appendix Form No. 79-803 Page 6 of 7 Field Applications Support August 4, 1996		

EXHIBIT: APPENDIX TO THE *EDI TRADING PARTNER AGREEMENT*

- Under the **Documents** section, list any electronic transactions which will be performed. For Consolidated ESP billing, these transactions will include 810 (invoice), 820 (send and remit payment), and 997 (acknowledgment). Since the 810, 820, and 997 transactions are currently the most common, they have been included on the Appendix.
- Under the **Third Party Service Providers** section, specify the ESP's legal, business name, address, and telephone number.
- Under the **Security Procedures** section, describe any security procedures with respect to the transmission of documents.
- Under the **Existing Agreements** section, the ESP will need to list any special conditions and agreements which may impact how the exchange of Consolidated ESP billing information must be handled.

EDI SETUP FORM

The following shows the *EDI Setup Form*.


	PACIFIC GAS AND ELECTRIC COMPANY EDI Trading Partner Setup Form
Trade Partner Name: _____	
PG&E Customer Name: _____	
EDI Business Contact: _____	Phone: _____
FAX: _____	Internet Address: _____
EDI Technical Contact: _____	Phone: _____
FAX: _____	Internet Address: _____
Sender/Receiver ID: _____ ID Qualifier: _____	
Mailing Address: _____	
Value Added Network: _____	
Industry Standard/Version: _____	
Supported Transaction Sets: _____	
Value Added Service Bank: _____	
Bank Transit Routing Number: _____	
Bank Account Number: _____	
NACHA Format: CTX/820 y or n _____ Other: _____	
Mailing address you would like PG&E to use for all Regulatory mandated material: _____ _____ _____	
Version Date: 3/16/96	setupfm.doc

EXHIBIT: *EDI SETUP FORM*

In order to initiate EDI setup with PG&E, the ESP will need to complete the *EDI Setup Form*, indicating EDI contacts, Value Added Network (VAN), version, supported transaction sets, value added service bank, bank transit routing number, bank account number, etc.

METER DATA MANAGEMENT AGENT (MDMA) QUALIFICATION/APPROVAL

ESPs who wish to provide MDMA services or use the services of an MDMA other than PG&E will need to have their prospective MDMA complete and submit the PG&E's *Application for MDMA Approval* and *MDMA Approval Checklist* to ESP Relations by fax (415-973-8494) or mail (see next section). The application and checklist are available through the "DA Documents" link on the *ESP Resource Center* website at <http://www.pge.com/esp>. The name of the document is "MDMA Qualification Instructions". For detailed information on the MDMA approval process, see the section "*Meter Data Management Agent (MDMA) Requirements*" in Chapter 5, "Metering"

2. ESP submits completed DA startup documentation to ESP Relations

ESPs will need to submit two (2) sets of completed and executed DA forms, with original signatures, as well as one set of financial statements, to PG&E at the following address:

ESP Relations
Pacific Gas and Electric Company
P.O. Box 770000
M/C H28B
San Francisco, CA 94177

3. ESP Relations Representative contacts ESP upon receipt of DA startup documents

ESP Relations reviews every set of DA startup documentation received from ESPs to ensure that all information which is required for the level of service that the ESP intends to offer to its end-use customers has been provided. An ESP Relations Representative will contact the ESP upon receipt of the DA startup documentation package to discuss the next steps related to DA participation, such as the submission of DASRs, or to request additional information from the ESP.

4. PG&E reviews all submitted DA startup documentation

The sections below describe PG&E's role in reviewing the DA forms and documents which the ESP has submitted. The first section provides a process timeline and is followed by sections which describe how PG&E handles each type of DA document.

DA STARTUP DOCUMENTATION REVIEW TIMELINE

The timeline below illustrates the amount of time that an ESP should expect for the review of DA documents submitted to PG&E. Under normal conditions, PG&E will ensure that document processing takes place within the time allowances indicated below. ESPs should use the timeline to assist with the planning of their DA roll-out. Day 1 on the timeline represents the day that ESP Relations receives the DA documentation package from the ESP. Timely processing of the *ESP Service Agreement*, *ESP Credit Application*, and EDI forms is contingent upon PG&E receiving all completed required documents from the ESP.

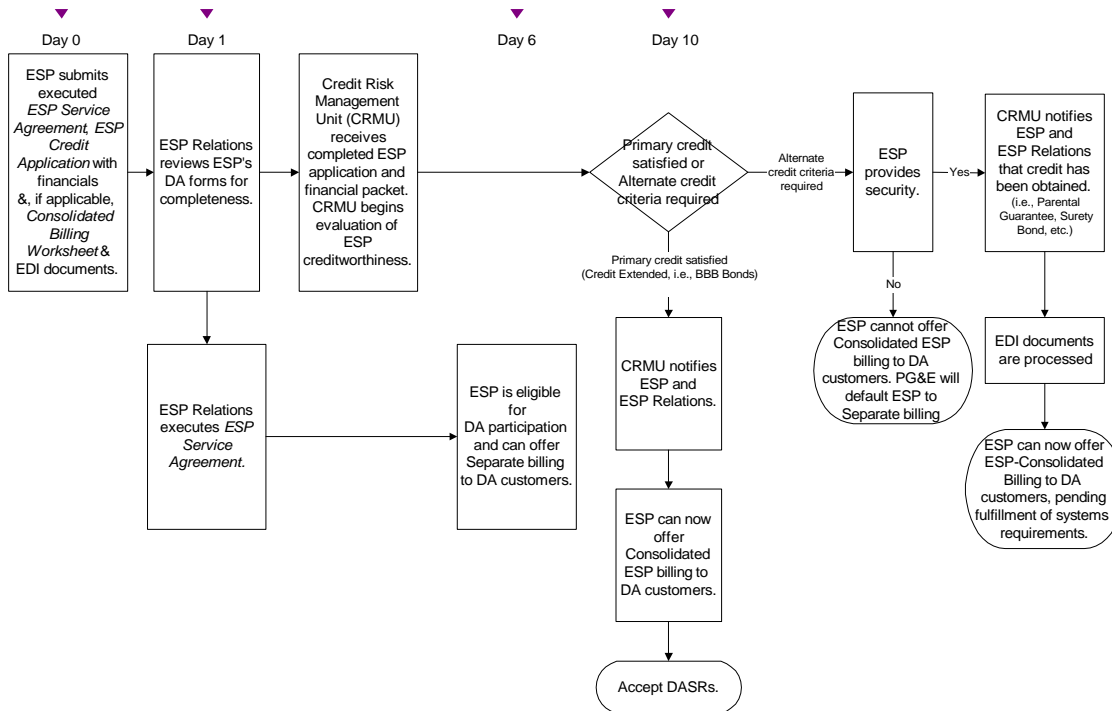


EXHIBIT: DA DOCUMENTATION PROCESSING TIMELINE

ESP SERVICE AGREEMENT PROCESSING

1. Under normal conditions, PG&E will execute the *ESP Service Agreement* within two business days of receipt.
2. PG&E will forward one of the fully executed *ESP Service Agreement* documents to the ESP at the address indicated within Section 13.1 of the agreement.

ESP CREDIT APPLICATION PROCESSING

1. Upon receipt of the ESP's credit application and financial statements, PG&E's Credit Risk Management Unit (CRMU) will review the application and other required financial information (i.e. Moody's, D&B, audited financial statements) to determine the credit worthiness of the ESP in accordance with the provisions under PG&E's DA Rule 22.

If the CRMU has the completed *ESP Credit Application*, financial statements, and any other documentation necessary to conduct its credit evaluation of the ESP, the process normally will be completed within ten (10) business days.

2. The CRMU will advise the ESP and PG&E's ESP Relations regarding the outcome of the ESP's credit evaluation (i.e. if the ESP's credit rating is sufficient, or if PG&E will require additional security).
3. Once ESP Relations has been informed that the ESP's credit has been either approved or denied, it will reflect the appropriate information in PG&E's ESP database, which is used to validate the DASRs PG&E receives from the ESP.

4. The original credit documents (for example, credit application, financial statements, surety bond, letter of credit or guarantee), will be maintained in a file at PG&E's CRMU.

CREDIT ACCEPTANCE

If the ESP's credit is approved, the ESP will be eligible to offer Consolidated ESP billing to end-use customers.

CREDIT DENIAL

If the credit requirements outlined above are not met, the ESP will not be eligible to offer Consolidated ESP billing to end-use customers until credit is established. PG&E will automatically establish Separate billing for the ESP, unless the ESP requests Consolidated UDC billing.

DIRECT ACCESS CONSOLIDATED BILLING OPTIONS WORKSHEET

PG&E will process the *Direct Access Consolidated Billing Options Worksheet* internally upon receipt.

EDI TRADING PARTNER AGREEMENT PROCESSING

1. PG&E will normally execute the *EDI Trading Partner Agreement* within two business days of receipt.
2. PG&E will forward one of the fully executed *EDI Trading Partner Agreement* documents to the ESP at the address provided.

EDI SETUP FORM

PG&E will process the *EDI Setup Form* internally upon receipt.

MDMA APPLICATION AND CHECKLIST

PG&E will process the *Application for MDMA Approval* and *MDMA Approval Checklist* within ten (10) days of receipt.

5. ESP Relations Representative informs the ESP of the type of DA participation for which it is eligible

An ESP Relations Representative will inform the ESP of the type of DA participation for which it is currently eligible. If the ESP correctly completed and executed the *ESP Service Agreement*, it should be able to participate in DA and offer Separate billing to its end-use customers.

The ESP will be eligible to offer Consolidated ESP billing to its customers if it has obtained credit approval, has submitted a completed *Consolidated Billing Options Worksheet*, and has submitted the *EDI Trading Partner Agreement* and *EDI Setup Form*. However, the ESP will not be able to activate Consolidated ESP billing until it has fulfilled the applicable systems requirements for EDI, which are discussed in Chapter 3, "**Direct Access Setup.**"