



Pacific Gas and Electric Company

ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT

Distribution:

- Q Customer (Original)
- Q Division (Original)
- Q Customer Billing
- Q Field Application Support

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 20____, 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 transmittal 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 benefits 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.

1.5 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.

1.6 Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are affixed to or contained in each Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

Section 2. Transmissions.

2.1 Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party. Notwithstanding anything contained in this Agreement, electronic transfers by Trade Partner of funds denominated in U.S. currency to pay its PG&E billings for utility service will be credited against its utility bills when received by PG&E as provided in the Agreement.

2.2 Verification. Upon proper receipt of any Document or any information related to the Transaction, the receiving party shall properly transmit a functional acknowledgment in return within twenty-four (24) hours of receipt of any Document or any information related to the Transaction, unless otherwise specified in the Appendix. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received. A functional acknowledgment is not an acceptance or a status report.

2.3 Acceptance. If acceptance of a Document is required by the Appendix, any such Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Appendix).

2.4 Garbled Transmissions. If any properly transmitted Document is received in an unintelligible or garbled form the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Document shall control, unless the identity of the originating party cannot be determined from the receiving Document.

Section 3. Transaction Terms.

3.1 Terms and Conditions. This Agreement is to be considered part of any other written agreement incorporating it or referenced in the Appendix. Any Transaction made pursuant to this Agreement and (any related communication) shall also be subject to the terms and conditions included in PG&E's applicable tariffs that may be approved by the CPUC from time to time. The parties acknowledge that the terms and conditions set forth in the tariffs may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between the parties in connection with any such transaction will be resolved as if such Transaction had been effected through application of the tariffs.

3.2 Confidentiality. Documents and other communications related to Transactions under the Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records.

3.3 Validity; Enforceability.

3.3.1 This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.

3.3.2 The parties agree that correspondence and documents electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all customer billing requirements set forth in PG&E's tariffs as approved by the California Public Utilities Commission (CPUC) for all purposes. Notwithstanding anything contained in Section 2.1 herein, utility bills are due and payable as soon as PG&E initiates transmission to Trade Partner and will be considered past due if not paid within fifteen (15) days of the date PG&E initiates the transmission.

3.3.3 Any Document and any information related to the Transaction properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing" and any such 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 an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.3.4 The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement and any other agreement described in Section 3.1.

3.3.5 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Signed 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 as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Section 4. Miscellaneous.

4.1 Headings. Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this Agreement.

4.2 Termination. This Agreement shall remain in effect 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 Documents or otherwise under this Agreement prior to the effective date of termination.

4.3 Severability. Any provision of this Agreement which is determined 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 or enforceability of such remaining provisions.

4.4 Entire Agreement. This Agreement and the Appendix constitute the complete agreement of the parties relating to the matters specified in this Agreement 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.

4.5 Assignment. This Agreement, or any rights or obligations hereunder, shall not be assigned by either party without the express written approval of the other party. Any assignment made without such consent shall be null and void. Performance of the Trade Partner's obligation under any Transaction or billings for utility service may not be assigned by the Trade Partner without PG&E's express written approval; provided that such assignment shall not relieve the Trade Partner of any of its obligations under this Agreement. Any assignment which does not comply with the provisions of this section 4.5 shall be null and void.

4.6 Conflict of Interests/Business Ethics. Trade Partner shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PG&E's interest. Trade Partner or its employees shall not offer or cause to be offered gifts, entertainment, payments, loans or other services, benefits or consideration of more than a nominal value to PG&E's employees, their families, vendors, subcontractors or other third parties. Trade Partner shall immediately notify PG&E of any and all violations of this clause upon becoming aware of such violation.

4.7 Non-Waiver. The waiver by either party of any breach of any term, covenant or condition contained in this Agreement or in a utility service billing, or any default in the payment of any obligation of any utility service billing rendered to the Trade Partner pursuant to this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default in payment constitute a continuing waiver of the same.

4.8 Governing Law and Tariffs. This agreement shall be governed by and interpreted in accordance with the laws of the State of California and PG&E's tariffs filed with the California Public Utilities Commission (CPUC). This Agreement shall at all times be subject to any 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.

4.9 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 Documents.

4.10 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 ANY DOCUMENTS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.11 Notices.

4.11.1 Transmittal of Notices of Discontinuance of Service for Nonpayment. If Trade Partner's account becomes past due, notice of discontinuance of service for non-payment shall be given by mailing conventional CPUC-approved paper-based documents to the Trade Partner at the address specified herein via U.S. Mail, First Class, with postage prepaid.

4.11.2 Transmittal of CPUC-Required Notices to Trade Partner. One copy of each notice PG&E is required to provide to the Trade Partner under applicable CPUC tariffs, rules, regulations or decisions, shall be mailed to the Trade Partner at the address specified herein via U.S. Mail, First Class, with postage prepaid.

4.11.3 Transmittal of All Other Notices. All other notices given herein shall be in writing and shall be given by certified, registered or first class mail or special delivery, postage prepaid, to the persons specified below:

PG and E: _____
Manager, Customer Revenue Transactions Operations
P.O. Box 770000, B27H
77 Beale Street
San Francisco, Ca. 94177

Trade Partner: _____

5.0 Execution.

TRADE PARTNER

PACIFIC GAS AND ELECTRIC COMPANY

(Signature)

(Name)

(Title)

(Date)

(Signature)

(Name)

(Title)

(Date)

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):

<u>Transaction Set No.</u>		<u>Document Name or Description</u>
810	---	Invoice
820	---	Payment
997	---	Functional Acknowledgment

GUIDELINES.

Maintenance of Document Log. Each of the parties agrees 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:

<u>Name</u>	<u>Address</u>	<u>Telephone No.</u>
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Pacific Gas and Electric Company:

<u>Name</u>	<u>Address</u>	<u>Telephone No.</u>
Inovis	1055 Lenox Park Blvd., Atlanta, GA 30319	(800) 367-4272
Mellon Bank	20 Cabot Rd., Medford, Ma. 02155	(412) 234-2694

ALLOCATION OF PROVIDER COSTS. Each party shall, at its own expense, arrange with a third party "value added network" (VAN) for an electronic mailbox (mailbox) to which documents can be transmitted by the other party. The parties may change their VAN and mailbox upon 30 days prior written notice to the other party. Trade Partner and PG&E agree that each party will pay its respective costs for their mailbox, the services of a VAN and any other fees, charges, or costs relating to each party's respective use of EDI and the transmission of documents to the other party's mailbox. In the event that either party terminates this Agreement or ceases to use EDI, such party shall not become responsible as a result of such termination or otherwise for the other party's expenses relating to the use of EDI.

SECURITY PROCEDURES. Each party shall properly use such security procedures, including any specified below and incorporated herein by this reference, as are reasonably necessary to insure that all transmissions of documents are authorized and to protect business records and data from improper access by third parties.

EXISTING AGREEMENTS.

TERMS AND CONDITIONS FOR TESTING PERIOD. To facilitate the process of evaluating the feasibility of the EDI service, Trade Partner and PG&E may enter into a test of the EDI service.

By entering into a test, PG&E and Trade Partner agree to the following:

1. Test Period: The test period will be for a period of one hundred eighty (180) days or less and will commence with the date of the initial transmission of documents from PG&E to the Trade Partner's electronic mailbox.
2. Test Accounts: Trade Partner agrees to convert six (6) to twenty (20) of their PG&E customer accounts for the purpose of this test. Trade Partner understands and agrees that this conversion could necessitate the removal of these accounts from other optional billing or payment programs offered by PG&E.
3. Transaction Sets: Each party agrees to send and receive test documents using the transaction sets listed in the "Documents" section of this Appendix.
4. Personnel Services: PG&E will provide, without charge, a maximum of sixteen (16) hours of assistance to the Trade Partner's designated EDI technical support staff. Upon Trade Partner's request, PG&E is willing to provide additional assistance beyond the initial 16 hours, at the rate of \$__N/A__ per hour. Trade Partner will be billed monthly for services rendered hereunder. Each invoice will be payable upon receipt.
5. Termination: The test may be terminated by either party at any time by giving written notification to the person(s) listed in Section 4.11.3 of this agreement and will be effective upon receipt.