



Gas Sample Form No. 79-967
Electronic Billing Customer Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 2228-G
Decision No.

Issued by
De Ann Hapner
Vice President
Regulatory Relations

Date Filed April 21, 2000
Effective May 31, 2000
Resolution No. _____

ELECTRONIC BILLING CUSTOMER AGREEMENT

This Electronic Billing (e-Billing) Customer Agreement (Agreement) is made as of _____, by and between _____, a _____ (Customer), and **Pacific Gas and Electric Company**, a **California Corporation** (PG&E), (collectively known as the Parties).

RECITALS

WHEREAS, the Parties desire to participate in the electronic transmittal or receipt of Billing Information in authorized formats which replace conventional paper-based documents; and

WHEREAS, the Parties desire to ensure such transactions are legally valid and enforceable as a result of the use of available electronic technologies.

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

Section 1. General Provisions

- 1.1 Electronic Bill Presentation.** PG&E shall present to Customer its Billing Information for California Gas Transmission (CGT) service in an authorized electronic format. This electronic presentation shall be in lieu of and contain the same information as the conventional paper-based billing format currently in use and filed with the California Public Utilities Commission (CPUC). For purposes of this Agreement, the term "Billing Information" includes Customer charges and information directly relating thereto. "Billing Information" does not include legal and mandated notices, which are dealt with in Section 5.8, and other notices required by this Agreement.
- 1.2 Manner of Presentation.** PG&E may present Customer's Billing Information either via: (i) electronic mail, or (ii) posting on PG&E's website, as described in Section 2. PG&E shall elect, at its sole discretion, the manner of presentation of Customer's Billing Information, except that PG&E shall provide written notification to Customer no less than sixty (60) calendar days prior to any change in the manner of presentation.
- 1.3 Exclusive Nature and Interpretations.** Unless expressly indicated in this Agreement, this Agreement does not change the obligations, restrictions or rights contained in other Agreements between the Parties, including, but not limited to, an executed Gas Transmission Service Agreement (GTSA), Form No. 79-866. No agreements exchanged before the signing of this Agreement (apart from PG&E tariffs), shall be grounds for altering or interpreting the terms of this Agreement.
- 1.4 System Operations and Cost.** Each Party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Billing Information. Each Party shall also be responsible for the costs and performance of any third party Internet Service Provider (ISP) with which it may contract.
- 1.5 Security Procedures.** Should either Party become aware of an actual or suspected breach of security procedures designed to ensure that all transmissions of Billing Information are authorized and to protect each Party's business records and data from improper access by third parties, the Party aware of the actual or suspected breach shall notify the other Party via telephone and in writing via facsimile within one (1) business day of learning of the actual or suspected breach.
- 1.6 Passwords.** PG&E shall issue to Customer password(s) and/or user identification(s) ("Password" or "Passwords") that will enable Customer to access, or receive, its Billing Information. Any Password provided to Customer is permitted solely as an administrative convenience to Customer, which will be solely responsible for the monitoring and use of any such Password. Without limitation, PG&E will have no responsibility whatsoever for controlling or monitoring the use of such Passwords and no

liability for any use of such Passwords. Customer shall be solely responsible for any and all acts or omissions with respect to access and use of PG&E's website by any person using the Password, and Customer shall only provide Passwords to its employees who are authorized by Customer to access and use PG&E's website and not to any third parties without prior authority from PG&E. Customer will implement and enforce reasonable measures to protect the confidentiality of the website and shall immediately notify PG&E of any unauthorized disclosure or use of the Passwords.

- 1.7 Access to Website.** Customer shall access and use PG&E's website (including, but not limited to, access and use for purposes of retrieving Billing Information) solely for its own internal business and commercial purposes, and in accordance with the terms and conditions of this Agreement, any procedures established by PG&E with respect to the access and use of the website, and any other terms and conditions specified or referred to on the website from time to time. Customer shall not use the website on behalf of any third parties or sell, lease, store, retransmit, redistribute or provide, directly or indirectly, any portion of the content of the website to any third party. Customer acknowledges that the website is the exclusive and proprietary property of PG&E and that Customer shall have no rights with respect thereto. Customer agrees to protect the proprietary rights of PG&E in the website and Customer shall comply with reasonable requests made by PG&E to protect such rights.

Section 2. Transmissions

- 2.1 Standards.** The standard for the exchange of Billing Information between the Parties shall be the Multipurpose Internet Mail Extensions (MIME) for electronic mail and Hypertext Transmission Protocol, Secure (HTTPS) for posting of Billing Information on the Internet. Adobe Acrobat Reader shall be required on Customer's workstation to view the Billing Information. Billing Information shall be encrypted with a variable key-size stream cipher with byte-oriented operations. PG&E may, in its sole discretion, modify these standards after sixty (60) calendar days written notice to Customer. PG&E shall provide such notice by U.S. Mail, First Class, postage prepaid.
- 2.2 Notification of Non-Delivery.** If Customer does not receive its Billing Information via electronic mail or if Customer is unable to access its Billing Information on the Internet by the tenth (10th) day of each calendar month, Customer shall promptly notify PG&E. If Customer does not so notify PG&E by the fifteenth (15th) day of the calendar month, the Billing Information shall be considered timely received by Customer, unless Customer can show good cause for its delay in notification.
- 2.3 Garbled Transmissions.** If any Billing Information that is transmitted in accordance with the standards for transmission specified in section 2.1 is received in an unintelligible or garbled form, the receiving Party shall promptly notify the originating Party (if identifiable from the received electronic transmittal or Billing Information). In the absence of such a notice, the originating Party's records of the contents, and the manner and time of transmission, of such Billing Information shall control except where the receiving Party can affirmatively show that the identity of the originating Party could not be determined from the electronic transmittal of the Billing Information. If the receiving Party can make such a showing, then the originating Party shall retransmit the Billing Information without prejudice to the receiving Party to replace the prior, garbled transmission.
- 2.4 System Failures.** Each Party shall notify the other Party promptly during periods of actual or suspected system failures. During such periods, Billing Information shall be sent by U.S. Mail, First Class, or Special Delivery, postage prepaid, to the Primary Bill Recipient specified on Exhibit A.

Section 3. Transaction Terms

- 3.1 Terms and Conditions.** 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 California Public Utilities Commission (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.** Billing Information shall maintain the same confidential or non-confidential status (whichever is applicable) as would apply to 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 Billing Information.
- 3.3.2** Except as provided in Section 2, bills are due and payable as of invoice date, and will be considered past due if not paid within fifteen (15) calendar days from invoice date. Customer shall be governed by the payment requirements specified in Rules 8, 9, 11, and 25 (where applicable).

Section 4. Testing

- 4.1** To facilitate the process of evaluating the feasibility of the electronic transmittal and receipt of Billing Information, Parties may enter into a test.

Section 5. Miscellaneous

- 5.1 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 Billing Information or otherwise under this Agreement prior to the effective date of termination. In the event that this Agreement is terminated, and the GTSA is not terminated, the Parties agree that all terms of the GTSA which had been superseded by this Agreement shall remain in effect.
- 5.2 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.
- 5.3 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 Customer's obligation under any transaction or billings for utility service may not be assigned by Customer without PG&E's express written approval; provided that such assignment shall not relieve Customer of any of its obligations under this Agreement.

- 5.4 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 bill, or any default in the payment of any obligation of any utility service bill rendered to Customer 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.
- 5.5 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 CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction.
- 5.6 Force Majeure.** No Party shall be liable for any failure to perform its obligations in connection with any transaction or any Billing Information 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 Billing Information.
- 5.7 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 BILLING INFORMATION PURSUANT TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, A PARTY SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF ANY SECURITY BREACH AS LONG AS THE PARTY FOLLOWS THE STANDARDS FOR TRANSMISSION SPECIFIED IN SECTION 2.1.
- 5.8 Notices.**
- 5.8.1 Transmittal of Notices of Discontinuance of Service for Nonpayment.** If Customer's account becomes past due, notice of discontinuance of service for non-payment shall be given pursuant to Rule 25.
- 5.8.2 Transmittal of CPUC-Required Notices to Customer.** One copy of each legal and mandated notice PG&E is required to provide to Customer under applicable CPUC tariffs, rules, regulations or decisions, shall be included in the electronic transmittal, or be sent by U.S. Mail, First Class, with postage prepaid. Such notices may include, but are not limited to, bill inserts, bill messages and other legal and mandated material.
- 5.8.3 Transmittal of All Other Notices.** All other notices given herein shall be in writing and shall be given by U.S. Mail, First Class, or Special Delivery, postage prepaid, to the persons specified on Exhibit A.

Section 6. Execution

CUSTOMER

PACIFIC GAS AND ELECTRIC COMPANY

(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

Attachments:

EXHIBIT A - BILLING COMMUNICATION CONTACT LIST

II. CUSTOMER BILLING COMMUNICATION CONTACT(S) (continued)

C. Additional Electronic Bill Recipients – OPTIONAL (maximum of three electronic bill copies allowed)

1. Contact Name: _____

Electronic Mail
Address: _____

2. Contact Name: _____

Electronic Mail
Address: _____

3. Contact Name: _____

Electronic Mail
Address: _____