

Rule No. 33
Electronic Bulletin Board (EBB)

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(Continued)

E. OPERATIONAL AND INFORMATION POSTINGS (Continued)

3. Contractual Maintenance and Regulatory Postings

- An index of firm rights holders for access and storage;
- Planned and actual service pipeline and storage outages through its Maintenance Schedules;
- Terms and conditions regarding secondary market transactions;
- Customers posted information for the marketplace;
- Tariffs and other regulatory filing information; and
- Affiliate transaction information.

F. AUTHORIZED INDIVIDUAL USERS

Authorized User shall allow only its specifically authorized employees and/or agents access to and use of EBB and all Software Programs and Software Documentation. Authorized User shall identify each and every such individual to Utility in writing, through the use of the Exhibit A EBB Logon ID Request Form, (Form 6800-A), prior to their use of the EBB system.

Authorization is limited strictly to such designated individuals until such time as User requests otherwise. In the event such individual's authorization to use system is terminated for whatever reason, including but not limited to a change in employment and/or the necessity to change authorization to another person or persons, authorized User must provide Utility immediate notice thereof and must request any new authorizations required as a consequence. User shall be solely responsible for the actions of any individuals it designates in connection with the EBB system.

If User desires to change or add a type of EBB Service or to change the individuals authorized on its behalf to conduct electronic transactions, User shall fax to Utility a new Logon ID Request Form. Such authorized representative shall be the individual named in a Delegation of Authority Form (Exhibit B to Form 6800) or the sole proprietor, or an authorized officer or partner with authority to bind User. The changes or additions shall be effective as soon as reasonably possible after Utility receives the new Log On ID Request Form, and in any event, not later than the close of Utility's business day if the fax is received at least one hour prior to closing and shall be effective within the first hour of the next business day if received thereafter. Utility may, but is not required to, send written confirmation to User of Utility's receipt of the changes or additions. To revoke the authority of an individual to enter into electronic transactions on behalf of User, User may e-mail Utility with such revocation, which shall be effective upon User's receipt of an e-mail confirmation from Utility.

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 3818-A
 DECISION NO. 07-12-019

ISSUED BY
Lee Schavrien
 Senior Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 DATE FILED May 12, 2008
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G. ELECTRONIC TRANSACTIONS

1. By using the EBB, User agrees to enter into and obtain the Services electronically and agrees to all terms and conditions of this Rule and other applicable Tariff Rules and Schedules and applicable contracts. User will be bound by all the applicable terms and conditions of Utility's Tariff Schedules and Rules as in effect from time to time, including the Electronic Bulletin Board Agreement and all Exhibits thereto, which are made available by Utility and selected by User for electronic transactions. User is responsible for any and all costs or expenses associated with its accessing and utilizing the EBB.
2. The Services to be transacted through the EBB and designation of the individuals authorized by User to perform those applications shall be as set forth in the Electronic Bulletin Board Agreement Exhibit A, EBB Logon ID Request Form (Form 6800-A).
3. Any Services or actions taken through the use of a User's Logon ID, regardless of the person initiating such action using User's Logon ID, will be binding on User and all transactions entered into with the User's Logon ID will be legally binding on User in accordance with the Tariff Rules, Schedules and any contract applicable to such transaction, whether or not such applications including transactions or actions were, in fact, authorized by User.
4. All Services which are transactions entered into through the EBB shall be deemed to be "in writing" and to have been "signed" for all purposes and that any record of any such transaction will be deemed to be "in writing". Utility and User will not contest the legally binding nature, validity or enforceability of any transaction executed through the EBB based on the fact that it was entered into and executed electronically, and expressly waive any and all rights either may have to assert any such claim. Accordingly, an electronic signature by a party transmitted to the other party may be relied upon, and is enforceable for all purposes in connection herewith and no manual signature shall be required in lieu thereof. However, additional terms or conditions proposed by User in any transmission involving Utility's services shall be deemed rejected unless accepted by Utility in writing.
5. Customer shall indemnify and hold harmless Utility from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and disbursements) arising in connection with its utilization of Utility's EBB or the licensed materials or resulting from or arising out of any act or omission by any person obtaining access to the EBB through User's Logon ID; provided, however, Utility shall be responsible and indemnify and hold harmless User from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and disbursements) related to Utility's ownership of the EBB and the licensed materials.

(Continued)

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H. UTILITY REPRESENTATION (Continued)

8. If any transmission/communication is received in an unintelligible, electronically unreadable, or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received transmission) in a reasonable manner. The sending party shall make reasonable efforts to promptly transmit a corrected, non-garbled communication in lieu of the original message.
9. In the event of a dispute, Utility's electronic records (or a "hard copy" downloaded therefrom) are conclusive evidence of any transaction or data applicable thereto.

I. GENERAL CONDITIONS

1. Access to and utilization of the EBB by User may be monitored by Utility for purposes of monitoring levels of activity in categories of transactions, for purposes of maintaining the functional and operational integrity of the EBB and for purposes of determining compliance with applicable laws and regulations.
2. The information obtained by Utility from monitoring the transactions of Users shall remain confidential and shall not be disclosed by Utility to third parties except as may be required to comply with regulatory reporting requirements or otherwise required by law. Information submitted by a User regarding bids, offers, or transactions may be displayed by Utility on the EBB provided such displays will not identify User by any identifying information prohibited by the Commission.
3. In no event will Utility or User be liable for any special, indirect, incidental, punitive, or consequential damages in connection herewith as provided in Rule No. 04, even if one party has advised the other of the possibility of such damages.

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