

SAMPLE FORMS - CONTRACTS
Electronic Bulletin Board (EBB) Agreement Form 6800 (01/07)

Sheet 1

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(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 3706-A
DECISION NO. 06-12-031, 07-06-003

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ISSUED BY

Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Sep 17, 2007
EFFECTIVE Nov 16, 2007
RESOLUTION NO. G-3407

ELECTRONIC BULLETIN BOARD AGREEMENT

This Agreement is entered into this ____ day of _____, 2005 ("Effective Date"), by and between Southern California Gas Company, at _____ [address] _____ ATTN: _____ [title] _____ ("Utility") and _____, at _____ [address] _____ ATTN: _____ [title] _____ ("Customer").

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth herein, the parties agree as follows:

Section 1 - Scope

This Agreement, and its related Exhibits, sets forth the terms and conditions under which Utility will make available on-line gas services and information on a non-exclusive basis under its proprietary Electronic Bulletin Board "EBB" system. In acting hereunder each party shall be an independent contractor. During the term hereof, Utility reserves the right to alter EBB access, including without limitation applying additional restrictions on access and use, as well as to replace, modify or eliminate any software and/or documentation or other materials provided to Customer in connection with EBB usage (collectively, "Licensed Materials"). Nothing in this Agreement shall be considered to have transferred any ownership, title or other interest in the EBB system or any Licensed Materials, or materials derived from or based thereon, and SoCalGas shall remain the sole owner thereof. The services offered by Utility in connection with EBB will be as specified in this Agreement, on EBB, or in Utility's Tariff Rate Schedules and Tariff Rules, including Rule No. 33, (collectively, "Tariff Rules"), as each may be in effect from time to time. In the event of any conflict, the materials posted on the EBB shall take precedence over this Agreement, and the Tariff Rules shall take precedence over the EBB posted materials.

Section 2 - Term

This Agreement shall become effective on the Effective Date, and continue to the first day of the next following calendar month, and thereafter from calendar month to calendar month until terminated by not less than ten (10) days prior written notice from one party to the other, sent at least ten (10) days prior to the end of any calendar month; however, Utility may terminate this Agreement at any time as provided in the Tariff Rules. Termination shall eliminate any right of use to EBB or the Licensed Materials by Customer. No termination shall, however, relieve either party from discharging obligations arising prior to termination, including without limitation obligations to pay monies due or to adjust prior billings and/or payments to reflect actual transactions.

Section 3 - LIMITED WARRANTY – DISCLAIMER

(a) **LIMITED WARRANTY** - Utility provides the limited warranty that it has the exclusive right to provide Customer the right to utilize EBB and the Licensed Materials as set forth herein; EXCEPT AS SET FORTH IMMEDIATELY ABOVE, UTILITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING EBB OR ANY RELATED SERVICE BY UTILITY. SPECIFICALLY, UTILITY MAKES NO WARRANTY OR REPRESENTATION REGARDING THE FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF EBB OR THE LICENSED MATERIALS BY CUSTOMER.

(b) **Responsibility** - Customer shall be solely responsible for the selection of services it utilizes, and the transactions and products it selects. Utility disclaims any responsibility for any loss or injury attributable in whole or in part to its actions or inactions in connection herewith (but any separate contract entered into by Utility and Customer through EBB shall be governed by the terms

thereof), including without limitation the operation of EBB and Customer utilization of the Licensed Materials provided in connection therewith, or any error or malfunction related thereto.

(c) Indemnity - Customer shall indemnify and hold harmless Utility from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees, costs and disbursements) arising in connection with its utilization of EBB or the Licensed Materials; provided, however, Utility shall be responsible and indemnify and hold harmless Customer from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees, costs and disbursements) related to Utility's ownership of EBB and the Licensed Materials, and Utility's right to enter into this Agreement.

Section 4 - Notices

For purposes of notice, all notices and transmittals shall be sent by prepaid U.S. certified mail or courier service to the addresses and contacts listed above, which may be changed at any time on seven (7) days prior written notice.

Section 4 - Miscellaneous

- (a) Governmental Jurisdiction - This Agreement shall be subject to the continuing jurisdiction of the Public Utilities Commission of the State of California and all rules, regulations, orders or decisions of any governmental entity (including a court) having jurisdiction.
- (b) Entire Agreement - This Agreement sets forth the entire understanding of the parties on the subject matter herein, and supersedes and replaces any prior writings, discussions, or communications, whether oral or written. This Agreement shall only be amended or modified by an instrument in writing executed by both parties. To be effective, any waiver of the terms hereof must be in writing.
- (c) Choice of Law - This Agreement shall be interpreted under the laws of the state of California, without reference to its principles on conflicts of laws.
- (d) Special Conditions - The following special conditions shall apply to this Agreement:

_____.

IN WITNESS WHEREOF the authorized representatives of Utility and Customer have executed two (2) duplicate original copies as of the Effective Date.

CUSTOMER

UTILITY

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

By: _____

Title: _____

Title: _____