



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 48646-E
Cancelling Revised Cal. PUC Sheet No. 47498-E

Sheet 1

ELECTRONIC DATA INTERCHANGE (ENERGY BILL)
INVOICING AGREEMENT

Form 14-606

(To be inserted by utility)
Advice 2591-E
Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
Date Filed Jun 10, 2011
Effective Jul 10, 2011
Resolution _____

ELECTRONIC DATA INTERCHANGE (BILL) INVOICING AGREEMENT

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This Electronic Data Interchange Invoicing Agreement (the "Agreement") is made as of _____, _____, by and between Southern California Edison ("SCE"), a California corporation, with offices at 2244 Walnut Grove Avenue, Rosemead CA 91770 and _____ ("Customer"), a _____ corporation, with offices at _____.

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Recitals

The parties to this Electronic Data Interchange ("EDI") Invoicing Agreement intend to facilitate billing 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.

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

Section 1. Prerequisites

1.1 Electronic Document 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 electronic 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 published industry standards set forth in the Appendix. The receiver of an Electronic Document not in conformance with the standards set forth in the Appendix shall promptly notify the initiating party of the nonconformance in the Electronic Document. SCE shall transmit invoices to Customer in Electronic Document form.

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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 Verification. SCE shall transmit the Invoices/Bills ("Bill") to the Customer in the electronic document form specified in the Appendix. Upon receipt of an Bill, the receiving party shall promptly transmit a Functional Acknowledgment (FA997) in return. A Functional Acknowledgment shall constitute evidence that a Bill has been received, but does not verify the Bill's content. The party receiving a Bill may dispute the bill as set forth in SCE's California Public Utilities Commission (CPUC) authorized rules and tariffs. (T)
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- 2.2 Failed Functional Acknowledgment. If SCE has not received a Functional Acknowledgment in response to a Bill by the Return Due Date specified in the Appendix, SCE will make a prompt inquiry of the Customer, within five days of the statement date set forth in the Bill, regarding the status of the Bill. If the inquiry shows that the Bill cannot be sufficiently transmitted electronically, the Bill will be sent in paper form, or as otherwise agreed between the parties. (T)
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- 2.3 Garbled/Incomplete Transmission. If any transmitted Bill is received in an unintelligible, garbled or incomplete form, the receiving party shall promptly notify the originating party (if identifiable from the received Bill) 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 so that the originating party may retransmit or otherwise provide a replacement for the unintelligible, garbled, or incomplete transmission. (T)
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Section 3. Transaction Terms

3.1 Terms and Conditions.

3.1.1 This Agreement is to be considered part of any other written agreement between the parties 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 CPUC authorized tariffs and rules will continue to govern all transactions between the Customer and SCE. Some of the relevant tariffs and rules are listed in the Appendix of this Agreement. In the event of a conflict between this Agreement and the CPUC authorized tariffs and rules, such tariffs and rules will control. (T)

- 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 CPUC authorized rules and tariffs. (T)

3.3 Validity; Enforceability

- 3.3.1 This Agreement has been executed by the parties to evidence their mutual intent to facilitate 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, or 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 an “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 not later than 30 days of such error.
- 3.3.3 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 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 Documents under the provisions of any applicable law relating to whether certain agreements should be 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 of other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the 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.
- 3.3.5 This Agreement shall become effective as of the date first set forth herein and shall remain in effect unless sooner terminated pursuant to the provisions of this Agreement as described in Section 4.1.

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 CPUC 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. Except as described in Sections 3.1.1 and 4.8, this Agreement and the Appendix constitute the complete agreement of the parties relating to electronic

billing and payment 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 Electronic 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: _____

Fax: _____
E-Mail: _____

To: _____

Fax: _____
E-Mail: _____

4.8 The parties may, upon written agreement signed by the parties, update and maintain the Appendix as necessary. However, if there is any conflict between the Appendix and this Agreement, the provisions in this 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 _____
Address _____

Company _____
Address _____

By _____
(Signature)

By _____
(Signature)

Name _____
Title _____
Date _____
Address _____

Name _____
Title _____
Date _____
Address _____

EDI CONTACTS

EDI CONTACTS

Business _____
Phone _____

Business _____
Phone _____

Technical _____
Phone _____

Technical _____
Phone _____

EDI (BILL) INVOICING AGREEMENT
APPENDIX A

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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
SCE	_____	_____	PHONE: _____ FAX: _____
TRADING PARTNER	_____	_____	PHONE: _____ FAX: _____

ALLOCATION OF PROVIDER COSTS

RECEIPT COMPUTER - (Where your EDI translator resides)

	ADDRESS	CITY, STATE, ZIP CODE
SCE	<u>2244 Walnut Grove Ave.</u>	<u>Rosemead, CA 91770</u>
(TRADING PARTNER)	_____	_____

SECURITY PROCEDURES

ELECTRONIC DOCUMENTS

TRANSACTION SET NO	TRANSACTION NAME / DESC	VERSION RELEASE (circle one)	FA997 YES/NO	FUNCTIONAL ACKNOWLEDGEMENT REQ YES/NO	STANDARDS
810	Invoice/Bill	003030/ 004010	Yes	Yes	ASC X12 UIG IMPLEMENTATI ON
820	Pay Ord/Rmt Adv	003030/ 004010	No	No	ASC X12 UIG IMPLEMENTATI ON

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EDI (BILL) INVOICING AGREEMENT
APPENDIX A

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STANDARDS

- Utility Industry Group (UIG) implementation standards as published
- * All SCE guides are based on UIG standards

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>
810 Invoice/Bill*	997 within 2 business days

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* Bills are due and payable upon presentation. Electronic Documents will be considered presented on the statement date reflected in the Bill. Bills will be considered past due if not paid within 19 days after the date of presentation. The past due date will be specified within each 810 transaction.

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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.

APPLICABLE COMMISSION TARIFFS AND RULES

- RULES 8, 9, and 11
- RULE 5, governing special information required on forms, shall be satisfied by the preprinted information within each bill format and notice.

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Company	_____	Company	_____
Address	_____	Address	_____
	_____		_____
	_____		_____
By	_____	By	_____
	(Signature)		(Signature)
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____