



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

Revised Cal. PUC Sheet No. 51880-E
 Cancelling Revised Cal. PUC Sheet No. 51363-E

Sheet 1

SCE EnergyManager® Hourly & Quarter-Hourly Service Agreement

(T)
 (T)

Form 14-683

(To be inserted by utility)

Advice 2861-E
 Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Mar 13, 2013
 Effective Apr 12, 2013
 Resolution _____

SCE EnergyManager® Hourly and Quarter-Hourly Service Agreement (T)

Southern California Edison Company ("SCE") and _____ ("Customer") hereby enter into this SCE EnergyManager Hourly and Quarter-Hourly Service Agreement ("Agreement"), which describes the terms and conditions for SCE EnergyManager Hourly and Quarter-Hourly Service ("Hourly and Quarter-Hourly Service"). Customer will receive Hourly and Quarter-Hourly Service as provided in rate Schedule CC-DSF, Special Condition 6, or rate Schedule ESP-DSF, Special Condition 5, whichever is applicable (hereinafter "Applicable Tariff"). (To view the Applicable Tariff, go to www.sce.com/regulatory, click SCE Tariff Book.) (T)

Hourly and Quarter-Hourly Service Description (T)

SCE will provide Hourly and Quarter-Hourly Service to enrolled service accounts in accord with this Agreement and the Applicable Tariff which are filed with the California Public Utilities Commission ("CPUC") and updated periodically. This Hourly and Quarter-Hourly Service will allow Customers to access and use SCE's EnergyManager website to display, print, and download the Customer's interval meter and cost data. The Customer agrees that it will not modify the SCE EnergyManager website. Edison SmartConnect® enabled customers are not eligible for the Hourly and Quarter-Hourly service. The Edison SmartConnect previous day's usage can be viewed on SCE EnergyManager website if the parent company has at least one 200 kW and above service account. (T)

Hourly and Quarter-Hourly Service under this Agreement will only be provided for the service accounts that are listed in Attachment A, Part 2 of this Agreement, and then only when these accounts meet the requirements for receiving Hourly and Quarter-Hourly Service as described in the Applicable Tariff and Attachment A. Customer may request permission to add other SCE service accounts, provided these accounts are listed in the Customer's name, by submitting a request to do so to sceenergymanager@sce.com, in writing, and if this request is approved, SCE also will treat these accounts as enrolled service accounts for receiving Hourly and Quarter-Hourly Service. (T)

Customer shall immediately notify SCE by email at sceenergymanager@sce.com or by calling 1-888-462-7078 of any failures or disruptions in the Hourly and Quarter-Hourly Service so SCE can address such problems in a timely manner. (T)

SCE, or any Service Provider used by SCE to provide the Hourly and Quarter-Hourly Service to Customer, is not responsible for assuring that the information provided by this Hourly and Quarter-Hourly Service is useful to Customer for other than general internal analytical purposes, when combined with similar information from other sources. All Hourly and Quarter-Hourly Service information that is provided to Customers is for the sole purpose of better managing their energy usage and is not intended for any other use. Customer agrees that it assumes sole responsibility and risk for the use of the Hourly and Quarter-Hourly Service and resulting data. (T)

Payment for Service

Customer shall pay a fixed monthly charge for each enrolled service account, with the amount of this monthly charge to be determined by SCE based on the type of service level selected for the enrolled account(s) (e.g., Quarter Hourly, or Hourly). The monthly charges are set forth in the table below:

SCE EnergyManager Same-day Data Refresh Service Levels	Monthly Service Fee Per Service Account	(T)
Hourly	\$ 60.00	(T)
Quarter Hourly	\$100.00	(T)

SCE and Customer agree that upon approval by the CPUC, SCE may modify the monthly service fees applicable to this Agreement. At least 30 days prior to implementing a change in the monthly service fees, SCE will provide written notice to Customer, addressed to the contact name identified in Attachment A, Part 1. If no response is received from the contact name, or an authorized agent of the Customer within this notice period, then Customer agrees to continue to receive the Hourly and Quarter-Hourly Service at the new monthly service fees and the new fees can take effect on the date specified in the notice (or, if not such date is specified, then 30 days after the date of the notice) without additional notice to Customer. (T)

Customer agrees to pay the invoices submitted by SCE for payment when such invoices are received by Customer. Customer acknowledges that this Agreement is subject to termination and that past due statements (i.e., statements that are not paid within 19 days) may be subject to collection action. (T)

Passwords/Access

Customer acknowledges that it has been informed by SCE that it will need to log-on to SCE's web-page (www.SCE.com) and set up a secured name and password to use the services provided under this Agreement. Customer will need to provide this same secured name and password in order to subsequently access these services.

SCE's Use of Service Providers

SCE shall have a unilateral right to engage and utilize third party subcontractors and suppliers to provide all or any portion of the Hourly and Quarter-Hourly Service. Customer hereby authorizes SCE, its subcontractors and suppliers (collectively, "Service Provider") to access, collect, use and display the Customer interval meter and cost data in whatever manner is necessary to provide the Hourly and Quarter-Hourly Service. Customer also acknowledges and agrees that Service Provider shall have access to the SCE EnergyManager website as necessary to provide services. SCE may use the SCE EnergyManager website for the purpose of displaying, printing and downloading the contents, as necessary, to provide this Hourly and Quarter-Hourly Service. SCE will treat all Customers' interval meter and cost data as confidential information, in accordance with SCE's confidentiality policies, and shall require any third party to treat the information as confidential. (T)

Limitations on SCE Warranties and Liability to Customer

No Service Provider (as defined previously) is providing to Customer any representations, warranties or endorsements whatsoever with respect to the Hourly and Quarter-Hourly Service (including the SCE EnergyManager website and the material contained therein), including that Hourly and Quarter-Hourly Service will meet Customer's requirements, that Customer will realize any specific benefits from Hourly and Quarter-Hourly Service, or the operation of Hourly and Quarter-Hourly Service will be uninterrupted or error free. Service Provider further disclaim all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement to the maximum extent permissible under applicable laws in effect at the time. (T)

Service Provider will use due care in undertaking activities under this Agreement but in no event shall be liable for any consequential, indirect, incidental or special damages under any cause of action arising out of or related to this Agreement or Customer's use of or inability to use Hourly and Quarter-Hourly Service (including the SCE EnergyManager website). As a result Customer agrees that a Service Provider shall not be liable for any loss of use of facilities, business interruption and loss of business or profits or information or other economic loss. Further, except in the case of gross negligence or fraud by SCE or a Service Provider authorized by SCE to provide the Hourly and Quarter-Hourly Service, the entire liability of SCE to Customer for damages in any way related to this Agreement shall not exceed the sum of those amounts paid to SCE under this Agreement. (T)

Customer shall indemnify, defend and hold harmless any Service Provider against and from all claims, suits, costs, charges, expenses, liabilities, obligations, damages, penalties and liens, including, without limitation, reasonable attorneys' fees and expenses, ("Claims") which may be imposed upon, incurred by or asserted against Service Provider, whether in contract, tort or otherwise, in any way connected to provision or Customer's use of Hourly and Quarter-Hourly Service (including the SCE EnergyManager website), and which Claims: (i) are incidental to, arise out of or result from the negligence or willful misconduct of Customer or representatives working at the direction of Customer; or (ii) are based upon or arise out of any claimed or actual infringement or violation of any third party's patent, copyright, trademark, trade secret or any other proprietary, statutory or common law right by all or any portion of the Customer interval meter data, or any other material provided by Customer or the use of any of the foregoing as contemplated by this Agreement. Customer agrees to satisfy the SCE EnergyManager® Suite of Tools Terms of Use conditions, which are located at My Account on the SCE website, as a condition of this Agreement. (T)

Termination and modification of this Agreement

This Agreement shall remain in force as long as the monthly charge is paid in full each month as stated herein or until Customer notifies SCE in writing that it wishes to terminate this Agreement. SCE may terminate this Agreement and Hourly and Quarter-Hourly Service, at any time by providing two (2) months written notice to Customer. In the event of termination by either party, or SCE's replacement of this Agreement by a CPUC approved superseding agreement, service will be provided through the end of that calendar month. In the event of a termination, amounts paid for future months of service will be credited to Customer. In the event of a replacement agreement, if the Customer does not elect to terminate the Hourly and Quarter-Hourly Service, then amounts paid for future months of service will be automatically applied to future service under the replacement agreement, and the replacement agreement will automatically take effect on the date specified in the replacement agreement. Any amounts otherwise due for services rendered pursuant to this Agreement shall survive any such termination or replacement of this Agreement. This Agreement replaces and supersedes any previous agreements or understandings, whether written or oral. (T)

This Agreement shall at all times be subject to changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction. In the event that the CPUC issues a final decision or order which changes, modifies, adds or deletes a material term or condition of this Agreement (other than the rate for this service), or which adversely impacts the provisions of the Hourly and Quarter-Hourly Service, either party shall have the unilateral right to terminate the Agreement within twenty (20) business days after issuance of the final decision or order, upon written notice to the other party. (T)

AUTHORIZED SIGNATURES: In witness whereof, the Parties hereto have signed this Agreement or have caused this Agreement to be signed by their duly authorized representative/agents with the intent to be legally bound.

CUSTOMER ADMINISTRATOR

By:
(Signature)

Name:
(Print)

Title:

Date:

SOUTHERN CALIFORNIA EDISON COMPANY

By:
(Signature)

Name:
(Print)

Title:

Date:

ATTACHMENT A, PARTS 1 AND 2 ARE REQUIRED TO COMPLETE THIS CONTRACT

DIRECT ACCESS CUSTOMERS:

IF SUBJECT SCE SERVICE ACCOUNTS ARE:

- DIRECT ACCESS,
- REQUESTING HOURLY OR QUARTER-HOURLY SERVICE, AND SCE IS NOT THE MDMA, THEN (T)

ATTACHMENT B REPLACES ATTACHMENT A, PART 2.

This is a legally binding contract. No alterations of the contract will be accepted, including the use of correction fluids or tape. Original signatures are required.

Attachment A, Part 1
SCE EnergyManager® Hourly & Quarter-Hourly Service Agreement
 Between Southern California Edison (SCE)

(T)

And

(Customer)

(D)
(N)

Customer Information:

SCE Customer Name/Corporate Legal Name							
Street Address		City		State		Zip	

NOTE: The Customer Administrator and/or Facility Managers listed in this agreement will be treated by SCE as authorized by you to: (i) receive email communications about your SCE EnergyManager access, SCE Service Account information, and billing information and (ii) make decisions regarding your SCE EnergyManager Hourly and Quarter-Hourly Service levels, etc.

(T)
(T)

- The Customer Administrator will receive notifications by email whenever changes occur to all service accounts enrolled.

(D)

Customer Administrator (person authorized to sign the Agreement)		Telephone (999) 999-9999	()
Email address			

(D)

METER LOCATION AND SERVICE LEVEL INFORMATION:

Note: If the customer does not have an approved interval data recording meter (IDR), one must be purchased and installed to provide this service. A variety of IDR meters are available for customer purchase from SCE. Your SCE Representative must initiate the Meter Order Process. If a customer phone line is required and is not installed at the receipt of the contract, the customer will be temporarily placed on Monthly EnergyManager until the phone line installation is completed.

(N)
|
|
|
|
(N)
(D)

SCE Contact Information:

(N)

SCE Acct Representative	Program/Project Analyst	Date

(N)

For Assistance with this form or questions about the sign up process,
 please contact the SCE EnergyManager Help Desk at 888-462-7078 or Internal PAX 22686

(T)

Attachment A, Part 2
SCE EnergyManager® Hourly & Quarter-Hourly Service Agreement
Between Southern California Edison (SCE)

(T)

And _____ (Customer)

METER LOCATION AND SERVICE LEVEL INFORMATION:

Note: If the customer does not have an approved IDR meter (interval data recording meter), one must be purchased and installed to provide this service. A variety of IDR meters are available for customer purchase from SCE. A SCE Representative must initiate the Meter Order Process.

(T)
(D)

Attachment A, Part 2 is applicable for those customers who are (1) not Direct Access, (2) Direct Access with SCE as the MDMA or (3) Direct Access with an external MDMA and requesting Monthly service. See Attachment B if Direct Access, with external MDMA and requesting Hourly or Quarter Hourly service level.

- The Facility Manager will receive notifications by email only on service accounts listed on this attachment corresponding to his/her email address.

(N)
(N)

SCE Service Acct No. #3-000-0000-00	3-	SCE Customer Acct No. #2-00-000-0000	2-			
Service Address			City	State	Zip	
Meter Number			Meter Phone Number (if customer owned)	()		
Requested Service Level	<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly					
Facility Manager (site contact)						
Telephone (999)999-999			Email Address			

(N)
(N)
(N)

(D)

SCE EnergyManager® Hourly & Quarter-Hourly Service Agreement, Attachment A, Part 2 – continued (T)

SCE Service Acct No. #3-000-0000-00		3-	SCE Customer Acct No. #2-00-000-0000		2-			
Service Address			City		State		Zip	
Meter Number			Meter Phone Number (if customer owned)		()			
Requested Service Level	<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly							
Facility Manager (site contact)								
Telephone (999)999-999			Email Address					

(N)
(N)

SCE Service Acct No. #3-000-0000-00		3-	SCE Customer Acct No. #2-00-000-0000		2-			
Service Address			City		State		Zip	
Meter Number			Meter Phone Number (if customer owned)		()			
Requested Service Level	<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly							
Facility Manager (site contact)								
Telephone (999)999-999			Email Address					

(N)
(N)

SCE Service Acct No. #3-000-0000-00		3-	SCE Customer Acct No. #2-00-000-0000		2-			
Service Address			City		State		Zip	
Meter Number)			Meter Phone Number (if customer owned)		()			
Requested Service Level	<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly							
Facility Manager (site contact)								
Telephone (999)999-999			Email Address					

(N)
(N)

SCE EnergyManager® Service Agreement, Attachment A, Part 2 – continued

(T)

SCE Service Acct No. #3-000-0000-00		3-		SCE Customer Acct No. #2-00-000-0000		2-	
Service Address		City		State		Zip	
Meter Number		Meter Phone Number (if customer owned)		()			
Requested Service Level		<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly					
Facility Manager (site contact)							
Telephone (999)999-999		Email Address					

(N)

(N)

SCE Service Acct No. #3-000-0000-00		3-		SCE Customer Acct No. #2-00-000-0000		2-	
Service Address		City		State		Zip	
Meter Number		Meter Phone Number (if customer owned)		()			
Requested Service Level		<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly					
Facility Manager (site contact)							
Telephone (999)999-999		Email Address					

(N)

(N)

SCE Service Acct Number #3-000-0000-00		3-		SCE Customer Acct No. #2-00-000-0000		2-	
Service Address		City		State		Zip	
Meter Number		Meter Phone Number (if customer owned)		()			
Requested Service Level		<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly					
Facility Manager (site contact)							
Telephone (999)999-999		Email Address					

(N)

(N)

SCE Service Acct No. #3-000-0000-00		3-		SCE Customer Acct No. #2-00-000-0000		2-	
Service Address		City		State		Zip	
Meter Number		Meter Phone Number (if customer owned)		()			
Requested Service Level		<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly					
Facility Manager (site contact)							
Telephone (999)999-999		Email Address					

(N)

(N)

Attachment B
SCE EnergyManager® Hourly & Quarter-Hourly Service Agreement
ESP Authorization Form for SCE EnergyManager® Service

(T)
(T)

External MDMA – Hourly or Quarter Hourly Service Level ONLY

Customer(s) of _____ (“ESP”), wish to subscribe to SCE EnergyManager Hourly and Quarter-Hourly Service, an Internet-based, data formatting and display service offered by SCE pursuant to CPUC-approved tariffs. SCE is willing to provide, and these Customers as listed are willing to receive, Hourly and Quarter-Hourly Service under the standard terms and conditions applied by SCE to these services, including those set out herein which apply to customers that are also being served by an ESP.

In order for SCE to minimize the cost to provide Hourly and Quarter-Hourly Service to Customers as listed, SCE needs access to a phone line, if requesting Hourly or Quarter-Hourly service, attached to the electric utility service meter (regardless of whether the meter is owned by the ESP, SCE or the Customer). The ESP agrees that it will not charge SCE for this access, since the access is being given as an accommodation by the ESP to the Customer’s desire to obtain Hourly and Quarter-Hourly Service from SCE.

In order to provide SCE with this access, the information below will be required for the phone line that is connected to the meter for each Service Account enrollment.

SCE will be providing Hourly and Quarter-Hourly Service to the Customer as described in the SCE EnergyManager Hourly and Quarter-Hourly Service Agreement and on the SCE EnergyManager website. SCE reserves the right to make future modifications to its Hourly and Quarter-Hourly Service by CPUC approved amendments to SCE’s tariff, or to discontinue Hourly and Quarter-Hourly Service to the Customer. The Customer is responsible for informing the ESP of any modifications made to SCE’s offering of Hourly and Quarter-Hourly Service that could adversely impact the ESP and to promptly inform SCE of any change in the Customer’s ESP designation for submission of a new authorization form signed by the new ESP.

By signing below, the ESP represents it has read this form and agrees to the terms contained in it.

ESP:

Name: _____ Title: _____
 Signature: _____ Date: _____

METER LOCATION AND SERVICE LEVEL INFORMATION

SCE Service Acct No. #3-000-0000-00		3-	SCE Customer Acct No. #2-00-000-0000		2-
Service Address			City	State	Zip
Meter Phone Number (if customer owned)	()	Read-Only Password		Requested Service Level	<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly
Meter Manufacturer		Channel Assignment	Unit Label (kWh, kVARh, etc.)	UOM Pulse Multiplier	
Meter Model		Channel 1:			
Meter Serial Number		Channel 2:			
		Channel 3:			
		Channel 4:			

Attachment B
SCE EnergyManager® Hourly & Quarter-Hourly Service Agreement
ESP Authorization Form for SCE EnergyManager® Service

(T)
(T)

External MDMA – Hourly or Quarter Hourly Service Level ONLY

METER LOCATION AND SERVICE LEVEL INFORMATION (Continued)

SCE Service Acct No. #3-000-0000-00		3-		SCE Customer Acct No. #2-00-000-0000		2-	
Service Address				City		State	Zip
Meter Phone Number (if customer owned)		()	Read-Only Password	Requested Service Level		<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
Meter Manufacturer		Channel Assignment	Unit Label (kWh, kVARh, etc.)		UOM Pulse Multiplier		
Meter Model		Channel 1:					
Meter Serial Number		Channel 2:					
		Channel 3:					
		Channel 4:					

SCE Service Acct No. #3-000-0000-00		3-		SCE Customer Acct No. #2-00-000-0000		2-	
Service Address				City		State	Zip
Meter Phone Number (if customer owned)		()	Read-Only Password	Requested Service Level		<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
Meter Manufacturer		Channel Assignment	Unit Label (kWh, kVARh, etc.)		UOM Pulse Multiplier		
Meter Model		Channel 1:					
Meter Serial Number		Channel 2:					
		Channel 3:					
		Channel 4:					

SCE Service Acct No. #3-000-0000-00		3-		SCE Customer Acct No. #2-00-000-0000		2-	
Service Address				City		State	Zip
Meter Phone Number (if customer owned)		()	Read-Only Password	Requested Service Level		<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
Meter Manufacturer		Channel Assignment	Unit Label (kWh, kVARh, etc.)		UOM Pulse Multiplier		
Meter Model		Channel 1:					
Meter Serial Number		Channel 2:					
		Channel 3:					
		Channel 4:					

Attachment B
SCE EnergyManager® Hourly and Quarter-Hourly Service Agreement
ESP Authorization Form for SCE EnergyManager® Service

(T)
(T)

External MDMA –Hourly or Quarter Hourly Service Level ONLY

METER LOCATION AND SERVICE LEVEL INFORMATION (Continued)

SCE Service Acct No. #3-000-0000-00		3-		SCE Customer Acct No. #2-00-000-0000		2-	
Service Address			City		State		Zip
Meter Phone Number (if customer owned)		()	Read-Only Password		Requested Service Level		<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly
Meter Manufacturer		Channel Assignment		Unit Label (kWh, kVARh, etc.)		UOM Pulse Multiplier	
Meter Model		Channel 1:					
Meter Serial Number		Channel 2:					
		Channel 3:					
		Channel 4:					

SCE Service Acct No. #3-000-0000-00		3-		SCE Customer Acct No. #2-00-000-0000		2-	
Service Address			City		State		Zip
Meter Phone Number (if customer owned)		()	Read-Only Password		Requested Service Level		<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly
Meter Manufacturer		Channel Assignment		Unit Label (kWh, kVARh, etc.)		UOM Pulse Multiplier	
Meter Model		Channel 1:					
Meter Serial Number		Channel 2:					
		Channel 3:					
		Channel 4:					

SCE Service Acct No. #3-000-0000-00		3-		SCE Customer Acct No. #2-00-000-0000		2-	
Service Address			City		State		Zip
Meter Phone Number (if customer owned)		()	Read-Only Password		Requested Service Level		<input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly
Meter Manufacturer		Channel Assignment		Unit Label (kWh, kVARh, etc.)		UOM Pulse Multiplier	
Meter Model		Channel 1:					
Meter Serial Number		Channel 2:					
		Channel 3:					
		Channel 4:					