



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

Revised Cal. PUC Sheet No. 27773-E
Cancelling Original Cal. PUC Sheet No. 24624-E*

Sheet 1

Edison AMICOS™ Service Agreement for Electric Service Providers (ESPs)

Form 14-684

(To be inserted by utility)

Advice 1489-E

Decision _____

Issued by

John R. Fielder

Senior Vice President

(To be inserted by Cal. PUC)

Date Submitted Sep 29, 2000

Effective Nov 8, 2000

Resolution _____

Edison AMICOS™ Service Agreement for Electric Service Providers (ESPs)

Southern California Edison Company ("SCE") and _____ ("ESP") hereby enter into this Edison AMICOS™ Service Agreement ("Agreement") to provide SCE's Advanced Metering Information, Communication, and Operational System ("Edison AMICOS™") service. ESP will take Edison AMICOS™ service, as provided in rate Schedule ESP-DSF, Special Condition 8.

ESP hereby acknowledges that as a condition for Edison AMICOS™ service enrollment, ESP and its customer is responsible for providing the necessary equipment and services as described in rate Schedule ESP-DSF, Special Condition 8. SCE hereby agrees to provide ESP access to and use of Edison AMICOS™ service for the accounts listed in Attachment A to this Agreement subject to the customer release requirements discussed below. SCE will provide the Edison AMICOS™ services described in rate Schedule ESP-DSF as filed with the California Public Utilities Commission ("Commission") and updated periodically.

ESP hereby agrees to pay a monthly charge to SCE for its use of the Edison AMICOS™ service commensurate with the type of service chosen (e.g., hourly, daily or monthly). The monthly charge shall be included on a monthly statement which will be provided during the term of this Agreement. ESP further agrees that payment of the monthly statement is due upon presentation and that this Agreement will be subject to termination and/or collection action if a statement is not paid within 19 days.

ESP hereby acknowledges that it will be required to select a secure user name and password upon service initiation for each customer. ESP understands that the user name and password it selects will not be accessible to or known by SCE or SCE's subcontractors and suppliers. ESP agrees that it and its customers are solely responsible for and assumes the risk of maintaining the security of its user name and password by not providing it to unauthorized users.

SCE hereby grants to ESP during the term of this Agreement the right to access and use the Edison AMICOS™ system to display, print, and download its interval meter data solely for its own business purposes. ESP has no right to and shall not modify the Edison AMICOS™ web site. The interval meter data and other information provided through the Edison AMICOS™ service shall be the property of SCE's customer. Edison AMICOS™ service involves the release of kWh usage and kWh demand data and associated cost information on an hourly, monthly or daily basis ("Customer Data") for the customer(s) whose account and service information are listed on Attachment A. It is the responsibility of the ESP to obtain prior written approval from an SCE customer for release of Customer Data for whom such information is requested, through a signed Customer Information Service Request ("CISR") form. SCE will not release Customer Data to ESP prior to its receipt of a signed CISR form from the SCE customer.

SCE may use third party subcontractors to perform all or a portion of its undertaking under this Agreement. SCE shall have the right to engage and utilize third party subcontractors and suppliers to provide all or any portion of the Edison AMICOS™ services. ESP hereby authorizes SCE, its subcontractors and suppliers to access, collect, use and display the ESP interval meter data in whatever manner is necessary to provide the Edison AMICOS™ services. ESP acknowledges and agrees that SCE, its subcontractors and suppliers shall have access to the Edison AMICOS™ web site as necessary to provide the services hereunder, and SCE may use the Edison AMICOS™ web site for the purpose of displaying, printing and downloading the contents thereof as necessary to provide services hereunder. SCE agrees to treat confidentially and to contractually require its subcontractors and suppliers to treat confidentially all Customer interval meter data. SCE agrees to contractually require its suppliers and subcontractors to use Customer interval meter data solely for the purpose of providing the Edison AMICOS™ services described herein.

ESP shall immediately notify SCE of any conditions which arise and may cause or indicate a failure or disruption of the Edison AMICOS™ service.

None of SCE, its subcontractors or suppliers shall be responsible for assuring that the Edison AMICOS™ Service is sufficient to allow ESP to satisfy any obligations it assumes in any contract with Edison customers or other third parties, or to realize any energy cost savings. ESP agrees that it and its customers assume sole responsibility and risk for the use of Edison AMICOS™.

Limitations on SCE warranties and liability to ESP

None of SCE, its suppliers or subcontractors make any representation, warranty or endorsement whatsoever related to Edison AMICOS™ (including the Edison AMICOS™ web site and the material contained therein), including that Edison AMICOS™ will meet ESP's or its customers' requirements, that ESP will realize any specific benefits from Edison AMICOS™, that the operation of Edison AMICOS™ will be uninterrupted or error free. SCE, its suppliers and subcontractors further disclaim all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement.

SCE, its suppliers and subcontractors shall use due care in undertaking activities under this Agreement. In no event shall SCE, its suppliers or subcontractors be liable for any consequential, indirect, incidental or special damages under any cause of action arising out of or related to this Agreement or ESP's use of or inability to use Edison AMICOS™ (including the Edison AMICOS™ web site), except a cause of action arising from gross negligence or fraud on the part of SCE, its suppliers or subcontractors, including, without limitation, loss of use of facilities, business interruption, loss of business, profits or information or other economic loss. In any event, the Parties agree that except in the case of gross negligence or fraud, the entire liability of SCE, its suppliers and subcontractors to ESP for damages in any way related to this Agreement shall not exceed the sum of those amounts paid to SCE under this Agreement.

ESP shall indemnify, defend and hold harmless SCE, its suppliers and subcontractors 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 SCE, its suppliers or subcontractors, whether in contract, tort or otherwise, in any way connected to SCE's, its suppliers' or subcontractors' provision or ESP's use of Edison AMICOS™ (including the Edison AMICOS™ web site), and which Claims: (i) are incidental to, arise out of or result from the negligence or willful misconduct of ESP or representatives working at the direction of ESP; 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 ESP interval meter data, or any other material provided by ESP or the use of any of the foregoing as contemplated by this Agreement.

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 ESP notifies SCE in writing that it wishes to terminate this Agreement. In addition, SCE may terminate this Agreement and Edison AMICOS™ service at any time by providing three (3) months written notice to ESP. Any amounts due at the time of termination for services rendered pursuant to this Agreement shall survive termination of this Agreement.

This Agreement shall at all times be subject to changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction. In the event that the Commission 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 provision of Edison AMICOS™ service, either party shall have the unilateral right to terminate the Agreement within twenty (20) business days after issuance of the Order, upon written notice to the other party.



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

ESP

SOUTHERN CALIFORNIA EDISON

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Attachment A

Edison AMICOS™ Service Agreement Between Southern California Edison Company (SCE)
And _____ (ESP)
List of SCE Customer Accounts

Customer and/or Service Account Number	Meter Number	Service Address	Monthly Service Daily Service Hourly Service	Rate Schedules
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