

Enclosed are the documents you will need to start the process for exchanging Direct Access Service Request (DASR) information with SDG&E using Electronic Data Interchange (EDI) for ESP Consolidated Billing.

After you complete and return the enclosed Letter of Intent and ESP Trading Partner Information forms, SDG&E will contact you to begin the process of establishing EDI transactions.

If you have any questions please Chris Alba, e-mail: calba@semprautilities.com or voice: (858) 650-4151.

Please complete two originals copies with signature and return to:
Chris Alba, San Diego Gas & Electric, 8305 Century Park Ct. MS# CP42k, San Diego, CA 92123.

A. Letter of Intent to Exchange Data Utilizing EDI

This letter formalizes that both parties intend to establish EDI based data transactions.

B. ESP Trading Partner Information

This form provides the basic technical information we need to have on hand to ensure that your EDI information is sent and received correctly. Please complete.

C. SDG&E Trading Partner Information

This sheet provides the basic technical information about our EDI system. Please keep this information for future reference.

D. EDI Trading Partner Agreement with SDG&E

This is the formal agreement for EDI transactions between your business and SDG&E. Please review and complete this form.

Letter of Intent to Exchange Data Utilizing EDI

Please complete two originals copies and return with your signed Trading Partner Agreement.

This letter establishes the intent of the undersigned parties to develop and implement the exchange of the following documents using ANSI X.12 based Electronic Data Interchange (EDI):

- 814 DASR (Inbound)
- 814 DASR (Outbound)
- 810 Invoice (Inbound)
- 810 Invoice (Outbound)
- 820 Payment (Inbound)
- 820 Payment (Outbound)
- 997 Functional Acknowledgment (Outbound)
- 997 Functional Acknowledgment (Inbound)

Either party upon 10 business days' written notice to the other may terminate this agreement.

ESP agrees to reimburse SDG&E for its reasonable expenses incurred in preparation for the exchange(s) set forth in the event that the ESP terminates the agreement.

Accepted and Agreed:

San Diego Gas & Electric

By: _____
 Name: _____
 Title: _____

Accepted and Agreed:

ESP Name: _____
 By: _____
 Name: _____
 Title: _____

ESP Trading Partner Information

Please complete two originals copies and return with your signed Trading Partner Agreement

ESP Company Information:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

EDI Business Contact:

Name: _____ Phone: _____ E-mail: _____

EDI Technical Contact:

Name: _____ Phone: _____ E-mail: _____

ESP Telecommunications Information:

Envelope Qualifier: Test _____ Production: _____

Envelope ID (ISA): Test _____ Production: _____

Group ID (GS): Test _____ Production: _____

VAN Name: _____

ANSI X.12 Transaction Set Capability:

Outbound 814 (DASR) Version _____

Inbound 814 (DASR) Version _____

Outbound 810 (Invoice) Version _____

Inbound 810 (Invoice) Version _____

Outbound 820 (Pay Order) Version _____

Inbound 820 (Remittance Advice) Version _____

Outbound 997 (Functional Acknowledgment) Version _____

Inbound 997 (Functional Acknowledgment) Version _____

SDG&E Trading Partner Information

Company Information:

EDI Business Contact:

Name: Chris Alba Phone: (858) 650-4151 E-mail: calba@semprautilities.com

DASR/Billing Contact:

Name: Juan Estrada Phone: (858) 654-3541 E-mail: jestrada@semprautilities.com

SDG&E Telecommunications Information:

Envelope Qualifier:	Production: <u>01</u>	Test: <u>14</u>
Envelope ID (ISA):	Production: <u>006911457</u>	Test: <u>006911457TST</u>
Group ID (GS):	Production: <u>006911457DA</u>	Test: <u>006911457DA</u>
GS for 810 Inbound Only	Production: <u>006911457DAUDC</u>	Test: <u>006911457DAUDC</u>
VAN Name: <u>GXS Network</u>		

NACHA Standard Entry Class Code: CTX

VAN Name: GXS Network

ANSI X.12 Transaction Set Capability:

Outbound	814 (DASR)	Version 4010
Inbound	814 (DASR)	Version 4010
Outbound	810 (Invoice)	Version 4010
Inbound	810 (Invoice)	Version 3030
Outbound	820 (Pay Order)	Version 3030
Inbound	820 (Remittance Advice)	Version 3030
Outbound	997 (Functional Acknowledgment)	Version 4010
Inbound	997 (Functional Acknowledgment)	Version 4010

**San Diego Gas & Electric Company
Electronic Data Interchange (EDI) and
Funds Transfer Agreement for ESP Consolidated Billing**

This ELECTRONIC DATA INTERCHANGE AND FUNDS TRANSFER AGREEMENT (the “Agreement”) is made as of _____ 20____, by and between San Diego Gas & Electric Company, a California corporation (“SDG&E”), with offices at 8306 Century Park Court, San Diego, California 92123, and _____, an (“ESP”) with offices at _____ . SDG&E and ESP are referred to herein as party or collectively as “parties”.

RECITALS

WHEREAS, the parties desire to facilitate 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 the mutual benefit of the parties.

WHEREAS, ESP and SDG&E desire to establish terms and conditions upon which Company /shall make such payments and communicate associated Remittance Information in electronic form.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

Section 1. DEFINITIONS

1.1 As used in this Agreement, the following terms have the following meanings:

- (a) SDG&E’s Account means the deposit account at SDG&E’s Bank, designated in Appendix A, that is to be credited with payments from ESP.
- (b) SDG&E’s Bank means the bank designated by SDG&E in Appendix A for receiving payment from ESP.
- (c) Business Agreement(s) mean all contractual relationships between the parties giving rise to an obligation of ESP to pay SDG&E as designated in the Agreement. Business Agreement is also deemed to be the tariffs of SDG&E and rules and orders of the California Public Utilities Commission (CPUC).
- (d) Payment Obligation means an obligation of ESP to pay money to SDG&E pursuant to the Business Agreement.

(e) EDI means the exchange of data contained in normal business transactions, electronically and in standard format.

(f) Remittance Information means the information relating to the payment designated in Appendix A.

(g) Transaction Set means a collection of data that is communicated between the parties, as designated in Appendix A or as otherwise agreed by the parties.

Section 2. PREREQUISITES

2.1 Scope of Agreement This Agreement refers to the interchange of business data and funds by direct, electronic or computer systems communication between the parties in accordance with the specifications set forth in Appendix A.

2.2 Transactions This Agreement relates to the billing and payment of goods and services filed in the Direct Access tariffs and the rules and regulations of the California Public Utilities Commission. This Agreement does not express or imply any commitment to engage in such transactions.

2.3 Documents: Standards Each party may electronically transmit to or receive from the other party any of the transaction sets listed in Appendix A and transaction sets which the parties by written agreement add to the Appendix A (collectively "Documents"). Any transmission data which is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. Notwithstanding the foregoing, additional information, may be delivered by hard copy or by any reasonable means, including, without limitation, telephone, facsimile or U.S. mail. Such additional information, if any, shall be referenced in Appendix A. Documents shall be transmitted in accordance with the standards and the published standard guidelines set forth in Appendix A.

Section 3. AGREEMENT AND AUTHORIZATION

3.1 Wheeling/Metering/Billing ESP authorizes SDG&E to communicate invoice information to ESP in accordance with this Agreement.

3.2 Credits ESP agrees and SDG&E authorizes ESP to (a) satisfy its Payment Obligations by initiating funds transfers that result in payments to SDG&E by credit to SDG&E's Account, and (b) communicate associated Remittance information to SDG&E in accordance with this Agreement.

3.3 Debits Neither party shall initiate a transaction in connection with a Payment Obligation for the purpose of debiting a bank account of the other party.

Section 4. PAYMENT AND REMITTANCE PROCEDURE

4.1 Payment ESP shall instruct its bank to process funds transfers hereunder using the funds-transfer system designated by ESP or ESP's Bank, in accordance with this Agreement and the rules of such funds-transfer system.

4.2 Remittance Information For each funds transfer initiated under this Agreement, ESP shall communicate the associated Remittance Information to SDG&E as specified in Appendix A.

4.3 No Warranty of Funds SDG&E acknowledges that its receipt of Remittance Information communicated separately from the funds transfer to which the Remittance Information relates will not constitute a warranty by ESP that the funds transfer has been timely initiated or that any resulting payment order will be accepted by SDG&E's Bank on any date specified therein.

Section 5. TIMING OF PAYMENTS [Governed in applicable tariffs.]

Section 6. DISCHARGE OF PAYMENT OBLIGATIONS

6.1 Discharge: Credit to ESP Upon completion of a funds transfer authorized by this Agreement, the corresponding Payment Obligation of the ESP shall be discharged to the same extent as if such payment had been received in cash.

6.2 Disallowance of Credits Taken If SDG&E disallows any discounts, allowances, adjustments or other credits against a Payment Obligation taken by ESP in conjunction with a funds transfer, SDG&E shall promptly notify ESP of the amount of and reason for such disallowance in accordance with Appendix A.

6.3 Partial Payments Partial payments will be accepted. The remaining balance due will be added to the next invoice. SDG&E's acceptance of partial payments does not discharge an other amounts owed to SDG&E.

6.4 Payment Returns, Adjustments, Credits and Rebates If SDG&E elects to exercise a right to return a payment received from ESP or is required to pay ESP any adjustment, rebate, or other credit (rather than by crediting ESP's account balance), SDG&E shall make such payment by initiating a new payment in the manner specified in Appendix A.

Section 7. RECEIPT, ACKNOWLEDGMENT AND VERIFICATION

7.1 Proper Receipt Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party as such party's Receipt Computer designated in Appendix A.

7.2 Verification Upon proper receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgment in return, unless otherwise has been specified in Appendix A. A functional acknowledgment shall constitute conclusive evidence that a Document has been properly received.

7.3 Acceptance If acceptance of a Document is required by Appendix A, any such Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an acceptance Document (as specified in Appendix A).

7.4 Garbled Transmissions Each party shall retain all communications relating to each Transaction so that all communications are retrievable for at least four (4) weeks after the conclusion of each Transaction. The foregoing notwithstanding, the parties to the Transaction shall maintain such records as may be required by the terms and conditions of individual invoice and payment documents and any federal, state or local law and the rules and orders of the Federal Energy Regulatory Commission and the CPUC.

Section 8. SECURITY PROCEDURES Each party shall employ reasonable security procedures, including those specified in Appendix A, if any, to ensure that Transaction Sets, notices and other information specified in this Agreement that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable and complete.

Section 9. THIRD PARTY SERVICE PROVIDERS

9.1 Documents will be transmitted electronically to each party, as specified in Appendix A, through such party's third party service provider designated in Appendix A ("Provider").

9.2 Each party shall be solely responsible for the costs of any Provider with which it contracts unless otherwise agreed. Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents, or performing related activities, for such party; provided, that if both the parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document.

Section 10. SYSTEM OPERATIONS Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit, receive and control Documents and to make payments and communicate associated remittance information.

Section 11. SIGNATURES If at a later date, both parties agree to the use of electronic

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 Document transmitted by such party, (“Signatures”). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify that such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

Section 12. VALIDITY: ENFORCEABILITY

12.1 This Agreement has been executed by the parties to evidence their mutual intent to use electronic mechanisms for invoicing and payment.

12.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, to be a “writing” or “in writing”; and any such Document when containing, or to which there is affixed, a Signature (a “Signed Document”) shall be deemed for all purposes (a) to have been “signed” and (b) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.

12.3 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 Transactions and any other written agreement described in Section 11.

12.4 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 are to be in writing or 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 as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of 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.

Section 13: CONFIDENTIALITY

13.1 Confidential Information ESP shall not disclose any information designated in Appendix A as confidential information to any third party, unless authorized by the customer or the PUC.

13.2 Remedies The parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Agreement and the obligations of ESP are specifically enforceable. Accordingly, the parties agree that in the event of a breach or threatened breach of this Agreement by ESP, SDG&E, its parent companies, affiliates and/or subsidiaries, who shall be third party beneficiaries of this Agreement, shall be entitled to seek an injunction preventing such breach, without necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other legal or equitable remedy available to SDG&E, its parent companies, affiliates and/or subsidiaries, and in addition to any remedies imposed by the PUC.

13.3 Survival of Obligation This Section 13.1 shall survive the termination of this Agreement.

Section 14. LIABILITY

14.1 Breach of Business Agreement(s) Except as otherwise specifically provided herein, this Agreement neither enlarges nor diminishes the respective rights and obligations of the parties under any Business Agreement, and the liability of a party for breach of a Business Agreement shall be determined by the provisions of that agreement and applicable law.

14.2 Conduct of Third Parties Except as otherwise limited herein, each party shall be liable to the other for the acts or omissions of its respective bank(s) and Third Party Service Providers designated hereunder with respect to their conduct in connection with such party's performance under this Agreement. Neither party shall be liable to the other for the acts or omissions of any funds-transfer system operator, or for the acts or omissions of any banks or other third party not selected by such party.

14.3 Consequential Damages Neither party shall be liable to the other under this Agreement for any special, incidental or consequential damages, even if such party has been advised of the possibility of such damages. This provision shall not limit any party's liability under any business agreement, and is strictly intended to apply to the subject matter hereof.

14.4 Costs Each party shall bear the respective fees and other charges assessed by its designated banks and Third Party Service Providers.

Section 15. CHANGES, SUSPENSION AND TERMINATION

15.1 Change of Designations Either party may change its designation of an account, bank, or Third Party Service Provider by written notice to the other party. Any such change shall be effective thirty (30) days after notice of such change from the party entitled to make the original designation is received by the other party.

15.2 Suspension of Operations Either party may suspend operations under this Agreement:

- (a) upon notice to the other party, in the event that the notifying party has a good faith belief that the information of either party may be materially threatened or compromised; or
- (b) if the performance of a party under this Agreement is delayed or prevented by an act of God, natural disaster, computer or communications failure or other cause beyond the affected party's reasonable control.

Suspension of operations under this Agreement shall not relieve ESP of its Payment Obligations to SDG&E but may extend the time for paying SDG&E under the applicable Business Agreement(s). The party that invokes suspension shall promptly notify the other party when the reason for having invoked suspension no longer exists, at which time operations under this Agreement shall resume.

15.3 Termination of agreement Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other. Notwithstanding such termination, this Agreement shall remain in effect as to all funds transfers and Transaction Sets that have been initiated by the ESP and not canceled prior to termination of this Agreement.

Section 16. MISCELLANEOUS

16.1 Entire Agreement This Agreement and Appendix A constitute the complete agreement of the parties relating to the matters specified in this Agreement 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.

16.2 Force Majeure No party shall be liable for any failure to perform its obligations in connection with any Transaction or any 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 Documents.

16.3 Arbitration and Venue Any controversy or claim arising out of or relating to this

Agreement, or the breach thereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in San Diego California, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16.4 Severability Any provision of this Agreement which is determined 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 or enforceability of such remaining provisions.

16.5 Governing Law This Agreement shall be governed by and interpreted and performed in accordance with the laws of the State of California, including the orders, rules and regulations of the California Public Utilities Commission, as implemented from time to time.

16.6 Notices All notices required to be given under this Agreement, except for those communications forming a part of Transactions, shall be in writing and shall be sent by certified mail, return receipt requested, to the parties as follows:

SDG&E:

San Diego Gas & Electric Company
P. O. Box 1831
San Diego, CA 92112
Attn: Brad Baugh
Billing Manager

ESP:

ESP Service Agreement no. _____

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

SDG&E:

San Diego Gas & Electric Company
By: _____
Name: Ken Clay
Title: Dir-Customer Operations - South

ESP:

By: _____
Name: _____
Title: _____

APPENDIX A

STANDARDS

Applicable standards: ASC X12

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards, but include only the Transaction Sets listed in the DOCUMENTS section of this Appendix below.

Upgrades to later releases of ANSI ASC X12 Draft Standards or Standards will be at the concurrence of both parties.

GUIDELINES

Applicable published industry guidelines: Utility Industry Guidelines and any others agreed to, in writing by both parties.

The provisions of the Agreement (including this Appendix) shall control in the event of any conflict with any listed guidelines.

DOCUMENTS

Select those that apply	Originator	Transaction Set Number	Document Name or Description	Version Release	Verification Required (Yes or No)	Acceptance Required (Yes or No)	Acceptance Transaction Set Number
	UDC	810	Invoice	004/010	Yes	No	
	ESP	810	Invoice	003/030	Yes	No	
	UDC or ESP	997	Functional Acknowledgment	004/010	No	No	
	ESP	820	Payment Order/ Remittance Advice	003/030	Yes	No	
	UDC	820	Payment Order/ Remittance Advice	003/030	Yes	No	
	ESP	814	Direct Access Service Request	004/010	Yes	Yes	814(Set-up or Cancel switch requests only)
	UDC	814	Direct Access Service Request	004/010	Yes	No	

THIRD PARTY SERVICE PROVIDERS

	Name	Address	Telephone Number
SDG&E	GXS Network	Gaithersburg, MD 20878	1-614-793-7000
ESP	_____	_____	_____

RECEIPT COMPUTER

	Name	Address
SDG&E	Computer Sciences Corp.	San Diego, CA
ESP	_____	_____

SECURITY PROCEDURES

Maintain system procedures with third party service providers in such a manner as to ensure reasonable security for unauthorized access. Also maintain such reasonable security within each organization to ensure the integrity of the originating transaction(s).

TERMS AND CONDITIONS

Refer to applicable tariffs and ESP.

Effective Date: _____

Appendix Section 1: DESIGNATIONS

1.1 SDG&E's Bank.

Bank Name:

Address:

City: State: Zip:

Phone:

Transit Routing No.:

Account No.:

Administrative Contact:

Other:

Special Instruction:

1.2 Electronic Payments

Definitions

- (a) ACH means Automated Clearing House
- (b) NACHA means National Automated Clearing House

NACHA Payment Format

SELECT OPTION BY INSERTING AN "X" BESIDE THE OPTION
SELECTED

CTX X CCD _____ CCD+ _____

CTX: Funds and remittance data (ANSI ASC X12 820 Transaction Set) both sent through ACH to beneficiary's bank.

CCD: Funds sent through the bank. Remittance data sent to SDG&E's bank identified in this Appendix.

CCD+: Funds sent through the bank. Remittance data sent to SDG&E's bank identified in this Appendix. The data contained in the addenda record of the CCD+ will be indicated in the SDG&E 820 Implementation Guide.

1.3 Funds-Transfer System

Originator will pay beneficiary via: ACH

1.4 Procedure for Payment Returns

If SDG&E elects to return a payment from originator, such return of funds will be via Automated Clearing House (ACH) transfer to ESP's designated account.

Appendix Section 2: TRANSACTION SETS

Transaction Set Function	Transaction Set Format	Method of Communication	Acknowledgment Required (Yes or No)
Remittance Information	820	003/030	Yes
Acknowledgment	997	004/010	No
Other (specify)		003/030	

2.1 Guidelines

Transaction Sets will be implemented in accordance with the Utility Industry Group Implementation Guidelines.

2.2 Remittance Information

For each payment, the Remittance Information Transaction Set will contain the following data: Invoice number and Amount paid in accordance with SDG&E's 820 Implementation Guidelines

Appendix Section 3. CONFIDENTIAL INFORMATION

Information considered confidential includes the Transaction Set information (e.g. the contents of all or specified Transaction Sets or specified Transaction Set segments/data element), information contained in either party's database, proprietary implementation guidelines, and the content of security procedures, etc.