

Rule No. 33

Sheet 1

ELECTRONIC BULLETIN BOARD (EBB)

A. GENERAL

Utility will provide end-use customers, authorized marketers, and aggregators (hereinafter "User") access to its electronic transaction information and communication system known as Electronic Bulletin Board (EBB), as defined in Rule No. 1, contingent upon User meeting all conditions of Utility for authorization to use the EBB system. The general terms and conditions applicable to the provision and use of EBB are set forth herein. Utility may terminate all or any part of the EBB program at any time, but will provide as much prior notice of any such termination as reasonably possible. Utility reserves the right at any time to deny EBB access to any requesting party that has not completed the necessary qualification procedures, or that Utility reasonably believes is not financially or technically qualified to use the EBB.

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B. EBB SERVICES

Utility has implemented the EBB to facilitate certain Utility-to-User and User-to-User interactions through the use of the Internet. The EBB is intended to be accessible for the following services or functions (hereinafter "Services"):

1. Nominating with Utility for transportation or storage service on Utility's intrastate system, including the ability for User to verify receipt and allocation by Utility of such nominations;
2. Obtaining gas usage information by account or group of accounts for User with electronic gas measurement;
3. Providing imbalance quantities and serving as an interactive mechanism for offering for sale or purchase of imbalance quantities and submitting transportation imbalance and storage trade requests to Utility for validation during the imbalance trading periods;
4. Providing an interactive mechanism for submitting Backbone Transportation Service (BTS) capacity trade requests to Utility for validation and posting of BTS secondary market transactions and approving all transactions;
5. Providing an interactive mechanism for submitting storage rights trade requests to Utility for validation and posting of BTS secondary market transactions and approving all transactions;
6. Obtaining information regarding such things as Utility tariff rate changes, curtailments, regulatory notices and other general information items;

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(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5715-A
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Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
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ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

B. EBB SERVICES (Continued)

- 7. Acting as an electronic mail system between User and Utility; T
- 8. Obtaining Utility operational data as required in D.98-03-073, Remedial Measures; T
- 9. Providing an interactive mechanism for posting Scheduled Quantity Trades for Utility validation, for any Gas Day (Flow Day); T
- 10. Providing an interactive mechanism for posting Producer Daily Delivery Trades for Utility validation, for any Gas Day; T
- 11. Providing an interactive mechanism for posting Payback Imbalance Trades of Cumulative Operational Imbalances for Utility validation, during a payback period; and T
- 12. Other electronic bidding, trading and contracting for gas transactions and information sharing in connection with such other tariff services or programs as may be available from Utility from time to time or in connection with Utility's pipeline systems or related services offered by Utility or third parties. T

C. USER HARDWARE REQUIREMENTS

To access and use the EBB system, User must have access to the Internet. EBB technical requirements are posted on the EBB website. D

D. ACCESS AND RESTRICTIONS

- 1. Once User has satisfactorily met all of Utility's requirements for authorization to access the EBB, including the execution of an Electronic Bulletin Board Agreement (Form 6800) and all necessary Exhibits thereto, Utility will provide such User access to and the capability to enter electronically into the EBB applications selected by User.
- 2. Use of the EBB shall at all times be subject to Utility's posted EBB "Legal" and "Privacy" policies, which may be changed by Utility without prior notice.
- 3. All data submitted to the EBB by User and all information related to transactions entered into by User through the system shall be available on a non-exclusive basis by Utility, and both Utility and User shall have the right to use, for normal business operations such information subject to the confidentiality provisions in Section I.2 of this Rule. T

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Dan Skopec
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Sheet 3

ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

D. ACCESS AND RESTRICTIONS (Continued)

4. User shall not modify, duplicate, revise or otherwise manipulate the EBB website, any content posted thereon by Utility, or based on or derived therefrom, or any software programs used in connection with the EBB in any manner. Such prohibited actions shall include without limitation reverse assembling or reverse compiling, translating or converting software programs or any portion thereof to human readable form, or transferring, assigning, distributing or otherwise making available copies of software programs without the express prior written consent of Utility.
5. User shall not in any way infringe upon the proprietary rights of Utility or any other party with said rights or in any way violate the applicable laws, tariffs or regulations of any governmental entity. User's use of the EBB system and any and all software programs and documentation provided therewith is at all times subject to all applicable legal, regulatory, and tariff restrictions, including without limitation trademark and copyright laws, and User shall use the EBB in compliance with all said restrictions.
6. Utility may terminate or suspend User's rights to access the EBB Services and to conduct some or all transactions in accordance with the applicable Tariff Rules and contracts in the event User defaults or breaches its obligations in connection therewith. If User is delinquent in its payments to Utility for a particular type of service transaction, Utility may suspend User's rights to enter into such transactions using the EBB until User cures the default in full.
7. At all times during the term hereof, Utility reserves the right to modify or alter the EBB access and content, add new Services and any software and/or documentation or other materials used in connection with the EBB. Subject to any necessary approvals, all such modifications or alterations shall become subject to this Rule.

E. OPERATIONAL AND INFORMATION POSTINGS

1. Operational Postings

- Transmission Zone and Receipt Point Capacities on a cycle-by-cycle basis;
- Storage capacities (injection and withdrawal) on a cycle-by-cycle basis;
- Derivation of system capacities;
- Estimated daily (and hourly if available) pipeline operational and scheduling information, e.g., system sendout, off-system deliveries and scheduled quantities at all receipt points*;
- Actual daily (and hourly if available) pipeline operational and scheduling information, e.g., system sendout, off-system deliveries and scheduled quantities at all receipt points;
- Estimated daily storage operational and scheduling information, e.g., injection capacity and scheduled injections, withdrawal capacity and scheduled withdrawals*;
- Actual daily storage operational and scheduling information, e.g., injection capacity and scheduled injections, withdrawal capacity and scheduled withdrawals;

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Sheet 4

ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

E. OPERATIONAL AND INFORMATION POSTINGS (Continued)

1. Operational Postings (Continued)

- Daily total physical storage inventory levels**;
- Weekly physical core storage inventory levels;
- Daily operational information depicted in graphical form to show storage inventory levels;
- Status of system balancing rules (daily, winter, monthly);
- OFO status*;
- Composite weighted average temperature*;
- Transmission fuel use*;
- Storage injections and withdrawals for customer balancing*;
- Total daily customer imbalance*; and
- Unsubscribed unbundled firm storage injection and withdrawal capacity*.

* This information posted on the current day and next three-day forecast basis with the forecasted information being updated for each nomination cycle.

** This information posted on the current-day and next three-day forecast basis.

2. G-PAL Postings

- Weekly net G-PAL position, weekly G-PAL volumes loaned, and weekly G-PAL volumes parked by its Operations Hub.
- Withdrawal schedules for all G-PAL volumes parked and repayment schedules for all G-PAL volumes loaned.
- Any Operations Park and Loan Services transactions with Sempra affiliates or the Utility Gas Procurement Department, if discounted below the maximum tariff rate, will be posted consistent with the Utility's rules governing the posting of discounted transportation services for affiliates but no later than the next business day on the Utility's Electronic Bulletin Board (EBB).

3. Contractual Maintenance and Regulatory Postings

- An index of firm rights holders for backbone transportation and storage contracts;
- Planned and actual service pipeline and storage outages through its Maintenance Schedules;
- Terms and conditions regarding secondary market transactions;
- Customers posted information for the marketplace;
- Tariffs and other regulatory filing information; and
- Affiliate transaction information.

(Continued)

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Sheet 6

ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

F. AUTHORIZED INDIVIDUALS OF USER

User shall allow only its specifically authorized employees and/or agents access to and use of EBB and all Software Programs and Software Documentation. User shall identify each and every such individual to Utility in writing, through the use of the Exhibit A EBB Logon ID Request Form, (Form 6800-A), prior to the individual's use of the EBB system.

Authorization is limited strictly to such designated individuals until such time as User requests otherwise. In the event such an individual's authorization to use system is terminated for whatever reason, including but not limited to a change in employment and/or the necessity to change authorization to another person or persons, User must provide Utility immediate notice thereof as provided for below to revoke authority for such individual and must request any new authorizations that may be required as a consequence. User shall be solely responsible for the actions of any individuals it has authorized in connection with the individual's use of the EBB system.

If User desires to change or add a type of EBB Service for its employee and/or agents or desires to change the individuals approved on its behalf to conduct electronic transactions, User shall fax, email or mail to Utility a Logon ID Request Form requesting such changes. The Logon ID Request Form shall be signed by one of the following: an authorized signatory named in User's Delegation of Authority Form (Exhibit B to Form 6800); the sole proprietor; or an officer or principal of User with authority to bind User. The changes or additions shall be effective as soon as reasonably possible after Utility receives the new Logon ID Request Form, and in any event, not later than the close of Utility's business day if the Logon ID Request Form is received at least one hour prior to closing and shall be effective within the first hour of the next business day if received thereafter. Utility may, but is not required to, send written confirmation to User of Utility's receipt of the Logon ID Request Form requesting changes or additions. To revoke the authority of an individual to enter into electronic transactions on behalf of User, User may email Utility with such revocation, which shall be effective upon User's receipt of an email confirmation from Utility.

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Sheet 7

ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

G. ELECTRONIC TRANSACTIONS

1. By using the EBB, User agrees to enter into and obtain the Services electronically and agrees to all terms and conditions of this Rule and other applicable Tariff Rules and Schedules and applicable contracts. User will be bound by all the applicable terms and conditions of Utility’s Tariff Schedules and Rules as in effect from time to time, including the Electronic Bulletin Board Agreement and all Exhibits thereto, which are made available by Utility and selected by User for electronic transactions. User is responsible for any and all costs or expenses associated with its accessing and utilizing the EBB.
2. The Services to be transacted through the EBB and designation of the individuals authorized by User to perform those applications shall be as set forth in the Electronic Bulletin Board Agreement Exhibit A, EBB Logon ID Request Form (Form 6800-A).
3. Any Services or actions taken through the use of an individual’s Logon ID, regardless of the person initiating such action using that individual’s Logon ID, will be binding on User who authorized that individual, and all transactions entered into using that individual’s Logon ID will be legally binding on User in accordance with the Tariff Rules, Schedules, and any contract applicable to such transaction, whether or not such applications including transactions or actions were, in fact, authorized by User.
4. All Services, which are transactions entered into through the EBB, shall be deemed to be “in writing” and to have been “signed” for all purposes and that any record of any such transaction will be deemed to be “in writing”. Utility and User will not contest the legally binding nature, validity, or enforceability of any transaction executed through the EBB based on the fact that it was entered into and executed electronically, and expressly waive any and all rights either may have to assert any such claim. Accordingly, an electronic signature by a party transmitted to the other party may be relied upon and is enforceable for all purposes in connection herewith and no manual signature shall be required in lieu thereof. However, additional terms or conditions proposed by User in any transmission involving Utility’s services shall be deemed rejected unless accepted by Utility in writing.
5. User shall indemnify and hold harmless Utility from and against any actions, claims, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and disbursements) arising in connection with its utilization of Utility’s EBB or the licensed materials, or resulting from or arising out of any act or omission by any person obtaining access to the EBB through User’s employee’s and/or agent’s Logon ID; provided, however, Utility shall be responsible and indemnify and hold harmless User from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys’ fees and disbursements) related to Utility’s ownership of the EBB and the licensed materials.

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Sheet 8

ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

H. UTILITY REPRESENTATION

1. Utility's provision of access to the EBB and any and all use thereof is strictly on an informational basis only.
2. Utility does not represent or warrant that the EBB will meet User's requirements or that their operation will be uninterrupted or error-free, and specifically disclaims any representation of fitness for any particular purpose or use. D
3. Utility's provision of access to the EBB and its maintenance thereof shall in no way be construed as to imply or provide any warranty, sponsorship, or approval by Utility as to the efficacy of the EBB nor of any of the arrangements or relationships made by or based on the use of the EBB by User or any representatives acting on User's behalf. D
4. Utility expressly disclaims any warranty, representation or opinion, whether expressed or implied, as to the legal enforceability of any relationship which User may enter into associated in any way with information obtained from the EBB. D
5. The establishment, maintenance, or termination of any commercial or legal relationship(s) between User and any other party or parties ("Third Parties") based in whole or in part on information obtained from the EBB are the sole responsibility of the User and such Third Parties. T
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6. User shall indemnify, hold harmless and defend Utility, its officers, agents and employees, from and against any and all loss, damage, expense, cost (including reasonable attorneys' fees, costs and disbursements) and/or liability arising out of or in any way connected with the performance or non-performance of the EBB, however caused, except to the extent caused by active negligence or willful misconduct of Utility, its officers, agents, and employees. D
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7. User is solely responsible for the selection of Services, particular transactions and products to achieve User's intended results. Utility disclaims any warranty, and makes no opinion, express or implied, as to the advisability or enforceability of any arrangement or relationship User may enter into with any third party based upon the EBB or information obtained from or through the EBB, or the suitability or fitness of such third party. Utility also disclaims any responsibility for any loss or injury attributable in whole or in part to its actions or inactions in connection with the EBB (but any separate contract entered into by Utility and User through the EBB shall be governed by the terms thereof). Such disclaimer by Utility includes without limitation any actions or inactions of Utility related to the design and operation of the EBB, User utilization of the EBB for any purpose or any error or malfunction related thereto, including its availability at times desired by User.

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Sheet 9

ELECTRONIC BULLETIN BOARD (EBB)

(Continued)

H. UTILITY REPRESENTATION (Continued)

- 8. If any transmission/communication is received in an unintelligible, electronically unreadable, or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received transmission) in a reasonable manner. The sending party shall make reasonable efforts to promptly transmit a corrected, non-garbled communication in lieu of the original message.
- 9. In the event of a dispute, Utility’s electronic records (or a “hard copy” downloaded therefrom) are conclusive evidence of any transaction or data applicable thereto.

I. GENERAL CONDITIONS

- 1. Access to and utilization of the EBB by User may be monitored by Utility for purposes of monitoring levels of activity in categories of transactions, for purposes of maintaining the functional and operational integrity of the EBB and for purposes of determining compliance with applicable laws and regulations.
- 2. The information obtained by Utility from monitoring the transactions of Users shall remain confidential and shall not be disclosed by Utility to third parties except as may be required to comply with regulatory reporting requirements or otherwise required by law. Information submitted by a User regarding bids, offers, or transactions may be displayed by Utility on the EBB provided such displays will not identify User by any identifying information prohibited by the Commission.
- 3. In no event will Utility or User be liable for any special, indirect, incidental, punitive, or consequential damages in connection herewith as provided in Rule No. 04, even if one party has advised the other of the possibility of such damages.

(TO BE INSERTED BY UTILITY)

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