

SAMPLE FORMS - CONTRACTS
Electronic Bulletin Board (EBB) Agreement Form 6800 (03/21)

Sheet 1

T

(See Attached Form)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5715-A
DECISION NO.

ISSUED BY
Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Mar 10, 2021
EFFECTIVE Mar 10, 2021
RESOLUTION NO. _____

ELECTRONIC BULLETIN BOARD AGREEMENT

This Electronic Bulletin Board Agreement ("Agreement") is entered into this (Day) _____ of (Month) _____, (Year) _____ ("Effective Date"), by and between

Southern California Gas Company,
At [address] _____
[title] _____
("Utility")

and

_____,
at [address] _____
[title] _____
("Customer").

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth herein, Utility and Customer (individually a "Party" and collectively "the Parties") agree as follows:

Section 1 - Scope

This Agreement and its related Exhibits, Exhibit A – Logon ID Request and Exhibit B – Delegation of Authority, set forth the terms and conditions under which Utility will make available internet-based services and information on a non-exclusive basis under its proprietary Electronic Bulletin Board system ("EBB"). During the term hereof, Utility reserves the right to alter EBB access, including without limitation applying additional restrictions on access and use, as well as to replace, modify or eliminate any software and/or documentation or other materials provided to Customer in connection with EBB usage (collectively, "Materials"). Nothing in this Agreement shall be considered to have transferred any ownership, title, or other interest in the EBB system or any Materials, or materials derived from or based thereon, and Utility shall remain the sole owner thereof. The services offered by Utility in connection with EBB will be as specified in this Agreement, on EBB, or in Utility's Tariff Rate Schedules and Tariff Rules, including Rule No. 33 (collectively, "Tariff Rules"), as each may be in effect from time to time. In the event of any conflict, the materials posted on the EBB shall take precedence over this Agreement, and the Tariff Rules shall take precedence over the EBB posted materials.

Section 2 - Term

This Agreement shall become effective on the Effective Date, and continue to the first day of the next following calendar month, and thereafter from calendar month to calendar month until terminated by not less than ten (10) days prior written notice from one Party to the other, sent at least ten (10) days prior to the end of any calendar month; however, Utility may terminate this Agreement at any time as provided in the Tariff Rules. Termination shall eliminate any right of use to EBB or the Materials by Customer. No termination shall, however, relieve either Party from discharging obligations arising prior to termination, including without limitation obligations to pay monies due or to adjust prior billings and/or payments to reflect actual transactions.

Section 3 - LIMITED WARRANTY – DISCLAIMER

(a) **LIMITED WARRANTY** - Utility provides the limited warranty that it has the exclusive right to provide Customer the right to utilize EBB and the Materials as set forth herein; EXCEPT AS SET FORTH IMMEDIATELY ABOVE, UTILITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING EBB OR ANY RELATED SERVICE BY UTILITY.

SPECIFICALLY, UTILITY MAKES NO WARRANTY OR REPRESENTATION REGARDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF EBB OR THE MATERIALS BY CUSTOMER.

(b) Responsibility - Customer shall be solely responsible for the selection of services it utilizes, and the transactions and products it selects. Utility disclaims any responsibility for any loss or injury attributable in whole or in part to its actions or inactions in connection herewith (but any separate contract entered into by Utility and Customer through EBB shall be governed by the terms thereof), including without limitation the operation of EBB and Customer utilization of the Materials provided in connection therewith, or any error or malfunction related thereto.

(c) Indemnity - Customer shall indemnify and hold harmless Utility from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees, costs and disbursements) arising in connection with its utilization of EBB or the Materials. Utility shall indemnify and hold harmless Customer from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees, costs and disbursements) related to Utility's ownership of EBB and the Materials.

Section 4 - Notices

For purposes of notice, all notices and transmittals shall be sent by prepaid U.S. certified mail or courier service to the addresses and contacts listed above or via electronic mail, which may be changed at any time on seven (7) days prior written notice.

Section 5 - Miscellaneous

- (a) Governmental Jurisdiction - This Agreement shall be subject to the continuing jurisdiction of the Public Utilities Commission of the State of California and all rules, regulations, orders, or decisions of any governmental entity (including a court) having jurisdiction.
- (b) Entire Agreement - This Agreement sets forth the entire understanding of the Parties on the subject matter herein, and supersedes and replaces any prior writings, discussions, or communications, whether oral or written. This Agreement shall only be amended or modified by an instrument in writing executed by both Parties. To be effective, any waiver of the terms hereof must be in writing.
- (c) Choice of Law - This Agreement shall be interpreted under the laws of the state of California, without reference to its principles on conflicts of laws.
- (d) Special Conditions - The following special conditions shall apply to this Agreement:

IN WITNESS WHEREOF the authorized signatories of Utility and Customer have executed two (2) duplicate original copies as of the Effective Date.

| CUSTOMER | UTILITY |
|------------------------|---------------------------------|
| (Customer Name): _____ | SOUTHERN CALIFORNIA GAS COMPANY |
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |