

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



May 11, 2017

Advice Letter 1037

Justin Lee Brown
Vice President/Regulatory Affairs
Southwest Gas Corporation
P O Box 98510
Las Vegas, NV 89193-8510

**Subject: Addition of Electronic Data Interchange Agreement form
to SWG Tariff**

Dear Mr. Brown:

Advice Letter 1037 is effective as of May 14, 2017.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph
Director, Energy Division



SOUTHWEST GAS CORPORATION

April 14, 2017

ATTN: Tariff Unit, Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102

Subject: Southwest Gas Corporation (U 905 G)
Advice Letter No. 1037

Enclosed herewith is an original and one (1) copy of Southwest Gas Corporation's Advice Letter No. 1037, together with California Gas Tariff Sheet Nos. 5, 6, and 289.1.

Sincerely,


Valerie J. Ontiveroz
Regulatory Manager/California

VJO:jjp
Enclosures



SOUTHWEST GAS CORPORATION

Advice Letter No. 1037

April 14, 2017

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Southwest Gas Corporation (Southwest Gas or Company) (U 905 G) tenders herewith for filing the following tariff sheets:

Cal. P.U.C. Sheet No.	California Gas Tariff Title of Sheet	Canceling Cal. P.U.C. Sheet No.
14th Revised Sheet No. 5	Table of Contents – <i>(Continued)</i>	13th Revised Sheet No. 5
18th Revised Sheet No. 6	Table of Contents – <i>(Continued)</i>	17th Revised Sheet No. 6
Original Sheet No. 289.1	Electronic Data Interchange Agreement (Form 137.0 02/0217)	

Purpose

The purpose of this filing is to add the Electronic Data Interchange Agreement (EDI) to the Agreements, Applications and Contracts section of Southwest Gas' California Gas Tariff (Tariff).

Electronic Data Interchange is an electronic version of a paper bill in a specially encrypted format. EDI allows businesses to eliminate the need to receive bills by mail and manually re-key the billing information into other systems. The customer or their EDI 3rd party provider can translate the EDI document into a functional format for their system and import the relevant data into an energy management software application and/or A/P system for auditing, verification, analysis and reporting. EDI is ideal for larger customers with several accounts and/or facility locations. It provides the customer with the ability to quickly access and process billing information, conduct analysis and perform data sharing. EDI also can reduce the customers' costs for data entry, paper storage, paper tracking and mail handling.

Effective Date

Southwest Gas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 2, effective after Energy Division Approval, pursuant to General Order (GO) 96-B. Southwest Gas respectfully requests this Advice Letter be approved May 14, 2017, which is thirty (30) calendar days after the date filed.



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April 14, 2017

Protest

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based with specificity. The protest must be sent no later than 20 days after the date of this Advice Letter filing and shall be sent by letter via U.S. Mail, facsimile, or electronically mailed. The address for mailing or delivering a protest to the Commission is:

ATTN: Tariff Unit
Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102
E-mail: edtariffunit@cpuc.ca.gov
Facsimile: 415-703-2200

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004, at the same address as above and mailed or faxed to:

Mr. Justin Lee Brown
Vice President/Regulation & Public Affairs
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Facsimile: 702-364-3452

Notice

Southwest Gas is exempt from the notice requirements set forth in General Rule 4.2 in GO 96-B since this Advice Letter will not increase any rate or charges, cause the withdrawal of service, or conflict with any other schedule or rule.

Service

In accordance with GO 96-B, General Rule 7.2, Southwest Gas is serving this Advice Letter and related tariff sheets to the utilities and interested parties shown on the attached list.

Communications regarding this filing should be directed to:

Valerie J. Ontiveroz
Regulatory Manager/California
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510
Telephone: 702-876-7323
E-mail: valerie.ontiveroz@swgas.com



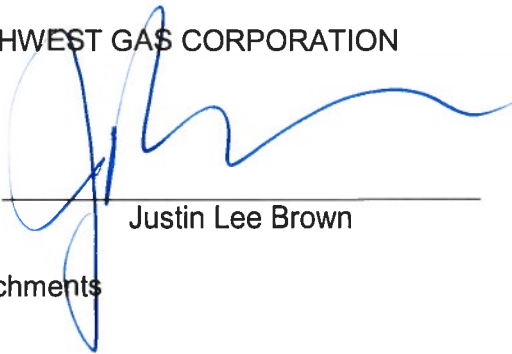
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Service *(continued)*

Respectfully submitted,

SOUTHWEST GAS CORPORATION

By:



Justin Lee Brown

Attachments

Distribution List

Advice Letter No. 1037

In conformance with GO 96-B, General Rule 4.3

The following individual has been served by regular, first-class mail:

Elizabeth Echols, Director
Office of Ratepayer Advocates
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94105

The following individuals or entities have been served by electronic mail:

Pacific Gas & Electric Company
PGETariffs@pge.com

Southern California Gas Company
SNewsom@semprautilities.com

San Diego Gas & Electric Company
SDG&ETariffs@SempraUtilities.com

Robert M. Pocta
Office of Ratepayer Advocates
California Public Utilities Commission
rmp@cpuc.ca.gov

Nathaniel Skinner
Office of Ratepayer Advocates
California Public Utilities Commission
nws@cpuc.ca.gov

Pearlie Sabino
Office of Ratepayer Advocates
California Public Utilities Commission
pzs@cpuc.ca.gov

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)	
Company name/CPUC Utility No. Southwest Gas Corporation (U 905 G)	
Utility type: <input type="checkbox"/> ELC <input checked="" type="checkbox"/> GAS <input type="checkbox"/> PLC <input type="checkbox"/> HEAT <input type="checkbox"/> WATER	Contact Person: Valerie J. Ontiveroz Phone #: (702) 876-7323 E-mail: valerie.ontiveroz@swgas.com
EXPLANATION OF UTILITY TYPE ELC = Electric GAS = Gas PLC = Pipeline HEAT = Heat WATER = Water	(Date Filed/ Received Stamp by CPUC)
Advice Letter (AL) #: 1037	
Subject of AL: <u>Addition of Electronic Data Interchange Agreement form to SWG Tariff.</u>	
Keywords (choose from CPUC listing): Billing	
AL filing type: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual <input type="checkbox"/> One-Time <input checked="" type="checkbox"/> Other	
If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:	
Does AL replace a withdrawn or rejected AL? If so, identify the prior AL Not applicable	
Summarize differences between the AL and the prior withdrawn or rejected AL ¹ : Not applicable	
Resolution Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Requested effective date: April 14, 2017	No. of tariff sheets: 3
Estimated system annual revenue effect (%): Not applicable	
Estimated system average rate effect (%): Not applicable	
When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).	
Tariff schedules affected: None	
Service affected and changes proposed ¹ : Not applicable	
Pending advice letters that revise the same tariff sheets: Not applicable	
Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:	
CPUC, Energy Division Attention: Tariff Unit 505 Van Ness Ave. San Francisco, CA 94102 E-mail: edtariffunit@cpuc.ca.gov	Mr. Justin Lee Brown, Vice-President/Regulation & Public Affairs Southwest Gas Corporation P. O. Box 98510 Las Vegas, NV 89193-8510 E-mail: justin.brown@swgas.com Facsimile: 702-364-3452

¹ Discuss in AL if more space is needed.

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SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ Original Cal. P.U.C. Sheet No. 289.1
Cal. P.U.C. Sheet No. _____

ELECTRONIC DATA INTERCHANGE AGREEMENT
(FORM 137.0 02/2017)

(See Attached Form)

IF ACTUAL COPY OF FORM IS REQUIRED, PLEASE NOTIFY COMPANY

Advice Letter No. 1037
Decision No. _____

Issued by
John P. Hester
Senior Vice President

Date Filed April 14, 2017
Effective _____
Resolution No. _____

N
N

SOUTHWEST GAS CORPORATION
ELECTRONIC DATA INTERCHANGE AGREEMENT
(Customer)

THIS ELECTRONIC DATA INTERCHANGE AGREEMENT (the "Agreement") is made as of _____, 20__ by and between _____, a _____ ("Customer"), and Southwest Gas Corporation, a California Corporation ("Southwest Gas").

RECITALS

WHEREAS, Customer and Southwest Gas desire to facilitate purchase and sale transactions ("Transaction(s)") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to ensure such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefits of the parties.

WHEREAS, Customer and Southwest Gas desire to establish terms and conditions upon which the parties may communicate and transmit information and data in electronic form.

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

Section 1. DEFINITIONS

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

- (a) Business Agreement(s) means all contractual relationships between the parties giving rise to an obligation of Customer to pay Southwest Gas, as designated therein. Business Agreement is also deemed to be Southwest Gas' filed tariffs and rules, regulations and orders, as applicable, of the California Public Utilities Commission, the Arizona Corporation Commission and the Public Utilities Commission of Nevada (collectively, "Tariffs and Rules").
- (b) Payment Obligation means an obligation of Customer to pay money to Southwest Gas pursuant to a Business Agreement.
- (c) EDI means the exchange of data contained in normal business transactions electronically and in standard format.
- (d) Transaction Set means a collection of data that is communicated between parties, as designated in Exhibit A or otherwise agreed by the parties.

Section 2. PREREQUISITES

2.1 Scope of the Agreement. This Agreement shall govern and apply to the interchange of certain business data, funds and/or information between Southwest Gas and Customer in accordance with the specifications set forth in Exhibits A and B, which are attached hereto and incorporated by this reference.

2.2 Transactions. This Agreement relates to the sale of natural gas and related goods and services by Southwest Gas to Customer from time to time in accordance with the applicable Tariffs and Rules. This Agreement does not express or imply any commitment to purchase or sell goods or services.

2.3 Documents; Standards. Each party may electronically transmit to or receive from the other Party any of the Transaction Sets listed in Exhibit A attached hereto and Transaction Sets which the parties by written agreement add to Exhibit A (collectively "Document(s)"). 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. All Documents shall be transmitted in accordance with the standards and the published standard guidelines set forth in Exhibit A. Notwithstanding the foregoing, Customer consents and agrees that Southwest Gas may provide supplemental information, including notices and informational inserts (“Supplemental Information”), to Customer by any reasonable means, including without limitation, via U.S. mail, electronic mail or by placing it on Southwest Gas’ website for access by Customer.

Section 3. AGREEMENT AND AUTHORIZATION

Customer authorizes Southwest Gas to provide Billing information to Customer in accordance with this Agreement.

Section 4. RECEIPT, ACKNOWLEDGEMENT, VERIFICATION

4.1 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.

4.2 Verification. Upon proper receipt of any Document, the receiving party shall within 24 hours thereafter properly transmit to the transmitting party a functional acknowledgment in return, unless otherwise specified in Exhibit A. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received.

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

4.4 Garbled Transmissions. If any properly transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party in a reasonable manner. In the absence of such a notice, the originating party’s records of the contents of such Document shall control. Should the originating party not receive a functional acknowledgement indicating the electronic transaction was received, the originating party shall promptly notify the intended receiving party and re-send the electronic transaction. Each party shall retain all communications relating to each Transaction so that such communications are retrievable for at least four (4) weeks after the conclusion of the Transaction, or longer if required by the terms and conditions of individual invoice and payment documents, the applicable Tariffs and Rules and any applicable federal, state or local law or regulation.

Section 5. SYSTEM OPERATIONS

Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

Section 6. SECURITY PROCEDURES

6.1 Data Security. Each party shall properly use security procedures, including those specified in Exhibit A, if any, which are reasonably sufficient to ensure that all Documents, notices and other information specified in this Agreement that are electronically created, communicated, processed, stored, retained or retrieved are authentic, reliable, accurate and complete, and to protect its business records and data from improper access. Customer is responsible for the confidentiality and security of its systems and any Documents that Customer receives or retrieves from Southwest Gas pursuant to this Agreement. Customer shall select only Providers, or other suppliers that may access any Documents, that Customer determines to be capable of maintaining appropriate data security measures. Customer shall contractually impose upon such Providers and other suppliers the same or substantially similar duties with respect to data security as imposed on Customer by this Agreement.

6.2 Freedom from Computer Viruses. Each Party shall use reasonable efforts to ensure that electronic transactions are free of, but not limited to, the following: computer viruses or other computer software code or routine designed to disable, damage, impair or electronically repossess or erase programs

or data files which can cause damage to a party's computer systems and/or operations. Either party will promptly notify the other if such destructive logic is detected in and/or transmitted from any computer system involving electronic transactions.

Section 7. THIRD-PARTY SERVICE PROVIDERS

7.1 Documents will be transmitted electronically to each party either directly or through a third-party service provider ("Provider") with which either party may contract on its own behalf. Either party may modify its election to use, not use or change its Provider upon thirty (30) days prior written notice to the other party. Exhibit B, attached hereto and incorporated by this reference, shall be used to designate or change Provider(s).

7.2 Each party shall be responsible for the fees, costs and charges of any Provider with whom it contracts. Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling any Documents, communications, data and/or information or performing related transmission or receipt activities contemplated under this Agreement.

Section 8. TRANSACTION TERMS

8.1 Terms and Conditions. This Agreement is to be considered part of any other written agreement incorporating it or referenced in Exhibit A. Any electronic transaction made pursuant to this Agreement and (any related communication) shall also be subject to the provisions, terms and conditions set forth in the applicable Tariffs and Rules, the provisions of which, as in effect from time to time, are expressly incorporated by this reference. The parties acknowledge that the terms and conditions set forth in the applicable Tariffs and Rules may be or may become inconsistent, or in conflict with this Agreement, but agree that any conflict or dispute that arises between the parties in connection with any such transaction will be resolved as if such electronic transaction had been effected pursuant to the applicable Tariffs and Rules.

8.2 Discontinuance of Paper Billing. Electronic data interchange of Documents will undergo a period of testing during which Documents will be sent electronically and corresponding paper documents will be sent by mail for a mutually agreeable period of time. At the completion of the test period, if the parties determine the test to be successful, Southwest Gas may opt to cease the mailing of paper documents unless otherwise agreed in writing by the parties. In the event of any dispute during the test period, the paper documents shall control. In the event of an interruption in Southwest Gas' ability to transmit Documents electronically as provided herein, Southwest Gas shall have the right to resume transmittal of paper documents.

Section 9. VALIDITY, ENFORCEABILITY

9.1 This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms, including the use of electronic mechanisms for invoicing and/or payment.

9.2 The parties agree that correspondence and documents electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all Customer billing requirements set forth in the applicable Tariffs and Rules, for all purposes. Customer shall be governed by the payment requirements specified in the applicable Tariffs and Rules.

9.3 Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s), which are affixed to or contained in each Document transmitted by such party ("Signature(s)"). Each party agrees that any Signature of such party affixed to or contained in each 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.

9.4 Any Document and any information related to the Transaction 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 (“Signed Documents”) shall be deemed for all purposes to have been “signed” and to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.

9.5 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 agreement referenced in this Section 9.

9.6 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 in writing and 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 10. CONFIDENTIALITY

Documents and other communications related to Transactions under this Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records. These obligations and restrictions shall survive termination of this Agreement.

Section 11. LIABILITY

11.1 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.

11.2 Conduct of Third Parties. Except as otherwise limited herein, each party is and shall remain liable and fully responsible for any acts, errors or omissions of any Provider or other agent, representative, subcontractor or supplier authorized and/or retained by such party with respect to such party’s conduct or performance under this Agreement. Neither party shall be liable to the other for the acts or omissions of, or the costs or charges assessed by, any third party not selected, authorized or retained by such party.

11.3 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF ANY DELAY, OMISSION OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF ANY DOCUMENTS PURSUANT TO THIS AGREEMENT, 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.

Section 12. SUSPENSION AND TERMINATION

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

- (a) upon written 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 threatening 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 Customer of its Payment Obligations to Southwest Gas or extend the time for paying Southwest Gas under the applicable Business Agreement(s). The party that invokes suspension shall promptly notify the other party when the reason for having invoked the suspension no longer exists, at which time operations under this Agreement shall resume.

12.2 Termination. Subject to the provisions of Section 12.1, above, this Agreement shall remain in effect until terminated by either party with not less than thirty (30) days' prior written notice to the other specifying the effective date of termination. Notwithstanding such termination, this Agreement shall remain in effect as to all Transaction Sets that have been initiated by Customer and not cancelled prior to termination of this Agreement; and such termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

Section 13 MISCELLANEOUS.

13.1 Headings. Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this Agreement.

13.2 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.

13.3 Entire Agreement. This Agreement and Exhibits A and B 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.

13.4 Assignment. This Agreement or any rights or obligations hereunder, shall not be assigned by either party without the express written approval of the other party. Any assignment made without such consent shall be null and void. Notwithstanding the foregoing, Southwest Gas may assign this Agreement or subcontract or delegate obligations hereunder to a subsidiary or affiliated entity without prior approval or notice. Performance of the Customer's obligations under any Transaction or billing for utility service may not be assigned by the Customer without Southwest Gas' express written approval; provided that any such permitted assignment shall not relieve Customer of any of its obligations under this Agreement.

13.5 Non-Waiver. The waiver by either party of any breach of any term, covenant or condition contained in this Agreement or in a utility service billing, or any default in the payment of any obligation of any utility service billing rendered to Customer pursuant to this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation, nor shall any waiver of any incident of breach or default in payment constitute a continuing waiver of the same.

13.6 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Nevada. This Agreement shall at all times be subject to the applicable Tariffs and Rules and any changes or modifications that may, from time to time, be imposed or directed thereunder.

13.7 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.

However, for purposes of this Section 13.7, acts or omissions of a Provider shall not be deemed to be beyond the control of the party contracting with the Provider.

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

Southwest Gas:
Southwest Gas Corporation
5241 Spring Mountain Road
P.O. Box 98512
Las Vegas, Nevada 89193-8512
Attention: LVB-320 BTS/CAST

Customer:

Attention: _____

(Remainder of page intentionally left blank)

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

“CUSTOMER”

“SOUTHWEST GAS”

SOUTHWEST GAS CORPORATION, a
California corporation

(Customer)

(Customer)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

EXHIBIT A
SPECIFICATIONS AND REQUIREMENTS

1. STANDARDS

The Standards applicable to this Agreement shall be the American National Standard Institute (ANSI) X12 Standards. All data dictionaries and transmission controls referenced in that standard shall be applicable to the Transaction Sets listed in the Documents section of this Exhibit A to the Agreement. Upgrades to later releases of ANSI ASC X12 Draft Standards or Standards will be at the concurrence of both parties.

2. GUIDELINES

The Guidelines applicable to this Agreement shall be: Utility Industry Group Implementation Guidelines, and any other guidelines agreed to in writing by the parties. In the event of a conflict between these guidelines and this Agreement, this Agreement shall control.

Non-electronically transmitted documents shall be sent by certified, registered or first class mail or special delivery, postage prepaid; provided that Southwest Gas may alternatively provide Supplemental Information to Customer by electronic mail or by placing such information on Southwest Gas' website for access by Customer.

3. DOCUMENTS

Documents shall include the following transaction(s):

Transaction Set Number	Document Name or Description	Version Release	Verification Required? (Yes or No)
810	Billing Invoice	4010	Yes
997	Functional Acknowledgement	4010	No

Maintenance of Document Log. Each of the parties agrees to maintain a complete document log of all communications sent and received to and from the other party without any modification. Documents contained in such document logs shall be retrievable in readable form. Each party shall maintain said document log for the period required by any applicable federal, state or local law or regulation, and shall make it available to the other party upon request.

4. SECURITY PROCEDURES

Each party (and their respective third party service providers) shall properly use and maintain such security procedures and maintain system procedures as provided in the Agreement, and including any additional procedures specified below and incorporated hereto by this reference, as are reasonably necessary to insure that all transmissions of Documents are authorized and to protect business records and data from improper access by third parties.

(If not applicable, insert "NONE")

5. EXISTING AGREEMENTS

(If not applicable, insert "NONE")

6. CONFIDENTIAL INFORMATION

Confidential information shall include, without limitation, 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, the content of any security procedures and any related information or data.

7. TERMS AND CONDITIONS FOR TESTING PERIOD.

To facilitate the process of evaluating the feasibility of the EDI service, Customer and Southwest Gas may enter into a test of the EDI service.

By entering into a test, Southwest Gas and Customer agree to the following:

- (a) **Test Period.** The test period will be for a period of thirty (30) days or less and will commence with the date of the initial transmission of documents from Southwest Gas to the Customer's electronic mailbox.
- (b) **Test Accounts.** Customer agrees to convert six (6) to twenty (20) of their Southwest Gas Customer accounts for the purpose of this test. Customer understands and agrees that this conversion could necessitate the removal of these accounts from other optional billing or payment programs offered by Southwest Gas.
- (c) **Transaction Sets.** Each party agrees to send and receive test documents using the transaction sets listed in the "Documents" section of this Exhibit A.
- (d) **Termination.** The test may be terminated by either party at any time by giving written notification to the person(s) listed in Section 13.8 of this Agreement and will be effective upon receipt.

EXHIBIT B

**DESIGNATION OF THIRD PARTY SERVICE PROVIDER;
TECHNICAL CONTACTS**

I. SOUTHWEST GAS

A. DESIGNATION OF THIRD PARTY SERVICE PROVIDER:

(If parties will be transmitting/receiving Documents directly, insert "NONE")
Provider for Southwest Gas:

NONE

B. TECHNICAL CONTACT:

Name: _____
Address: _____

Telephone No.: _____
Email: _____

II. CUSTOMER

A. DESIGNATION OF THIRD PARTY SERVICE PROVIDER:

(If parties will be transmitting/receiving Documents directly, insert "NONE")
Provider for Customer:

Name: _____
Address: _____

Telephone No.: _____
Email: _____

B. TECHNICAL CONTACT:

Name: _____
Address: _____

Telephone No.: _____
Email: _____

III. PROVIDER DESIGNATION, AUTHORIZATION AND AGREEMENT

In accordance with Section 7 of the Electronic Data Interchange Agreement, dated as of _____, 20 __, by and between Southwest Gas and Customer (“Agreement”), Customer hereby designates and authorizes _____, with offices at _____ to act as the third party service provider on behalf of Customer for the receipt, transmission and handling of the Documents and Transactions set forth in Exhibit A as contemplated under the Agreement.

By signing below, Provider designated herein agrees to comply with and be bound by the terms and conditions of the Agreement, as if it were a signatory to the Agreement, with respect to the receipt, transmission and handling of the Documents and Transactions it will perform on Customer’s behalf under the Agreement.

“CUSTOMER”

“PROVIDER”

(Customer)

(Provider)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

Acknowledged By:

“SOUTHWEST GAS”
SOUTHWEST GAS CORPORATION, a California corporation

(Signature)

(Print Name)

(Title)

(Date)