

GENERAL TERMS AND CONDITIONS GOODS AND SERVICES

“**Supplier**” as used in these *General Terms and Conditions – Goods and Services* (the “**General Terms and Conditions**”) means the party contracting with Idaho Power Company to provide Goods (defined below) and/or Services (defined below) to Idaho Power Company, and those working for, with, or on behalf of that party. Supplier is identified as “Supplier” on the applicable Idaho Power Company Purchase Order or Contract, as applicable per the heading on such document. “**IPC**” refers to Idaho Power Company. The IPC Purchase Order or Contract, as applicable per the heading on such document, is referred to as the “**Order**.” The Order, these General Terms and Conditions, and any other terms, conditions, documents, or schedules identified in the IPC Order, are collectively referred to as the “**Contract Documents**” or “Agreement” and are hereby incorporated by this reference into these General Terms and Conditions. “Goods” and “Services” are intended to have their broadest meaning; “Services” applies to all labor, professional, manual and technical, and other human resources, provided by Supplier in fulfillment of the Order; “Goods” includes, but is not limited to, Work Product, project deliverables identified in the Contract Documents, equipment, and materials. “Goods” and “Services” may collectively be referred to herein as the “Work.” Supplier and IPC may also be referred to individually as a “Party” or collectively as the “Parties.”

1. AGREEMENT AS TO TERMS

- 1.1. The Order is an offer until accepted by Supplier. Supplier’s acceptance of the Order is limited to acceptance of the express terms contained in the Order and related Contract Documents, without modification. Supplier’s scheduling or shipment of the Work or commencement of performance of Services identified in the Order, or Supplier’s signing of the Order, whichever occurs first, is an effective mode of acceptance of the Order and all terms set forth in the Order and the other Contract Documents.
- 1.2. Any proposal for additional or different terms or any attempt by Supplier to vary in any degree any of the terms of the Order, whether in a document preceding this Order not expressly agreed to in writing by IPC or in Supplier’s acceptance, is hereby objected to and rejected, and the Order shall be deemed accepted by Supplier without the additional or different terms.
- 1.3. The Work provided by Supplier pursuant to IPC’s authorization, but prior to the full execution of the Order and related Contract Documents, shall be considered as having been performed subject to these General Terms and Conditions.

2. SUPPLIER’S RESPONSIBILITY

- 2.1. Supplier agrees to perform the Order in accordance with the Contract Documents. Supplier agrees to provide sufficient resources as are necessary to timely and efficiently fulfill Supplier’s obligations under the Order and the Contract Documents. Supplier will furnish and maintain any and all federal, state, county, and municipal licenses or permits that apply to the Work performed by Supplier.
- 2.2. Supplier agrees to promptly submit to IPC, in accordance with a schedule approved by IPC, appropriate quantities of drawings and specifications for review and approval. Supplier also agrees to give IPC access at all reasonable times to Supplier’s facilities for the purposes of inspecting the Order and Supplier’s performance.
- 2.3. Supplier agrees to designate an individual who will represent Supplier in all communications, transactions, and matters with IPC associated with the Order. When requested by IPC, such representative will be present, in person, at the site(s) where Supplier’s performance of the Order is being conducted.
- 2.4. Supplier will perform in compliance with reasonable and customary safety and work practices and applicable federal, state, and local laws, rules, and regulations. Supplier is solely responsible for the training of Supplier’s employees, agents, and Subcontractors (defined in Section 30.10), and the safe condition of the work site during performance of Supplier’s obligations under the Order.
- 2.5. None of Supplier’s key personnel, including, but not limited to, managers, supervisors, engineers, computer technicians, and others integral to Supplier’s performance of the Order and identified by Supplier in a bid or proposal or originally assigned to the performance of the Order may be withdrawn from the performance of Services without prior notice and approval of IPC.
- 2.6. Supplier agrees to achieve Final Completion of the Work by the “delivery date” specified in the Order (“Completion Date”). If no Completion Date is specified in the Order or in the other Contract Documents, then the date of delivery and completion shall be six months from the date of the Order.
- 2.7. Supplier and Subcontractor vehicles and equipment used in the performance of the Work on IPC premises shall be in good running order without leaks and drips of fluids. All such Supplier and Subcontractor vehicles and equipment shall be maintained in accordance with the law and/or manufacturer and service records available upon request by IPC personnel. IPC reserves the right to inspect and reject Supplier and Subcontractor vehicles or equipment from entering IPC property or the Work area if found leaking or non-conforming with applicable requirements. Supplier, at its own expense, shall remove and replace any rejected vehicles or equipment with properly running vehicles or equipment to continue performing the requested Work. In the event Supplier or Subcontractor vehicles or equipment leak fluids at any IPC location, Supplier is responsible for all costs associated with cleanup and restoration of the affected area. Supplier shall immediately stop the leak and secure a method to remove the defective equipment from the IPC property or Work location. All Supplier and Subcontractor motor vehicle operators shall have a current and valid CDL, medical card, and endorsements, as required by law. Supplier shall promptly notify IPC of any spills.

3. RESPONSIBILITY OF IPC

- 3.1. IPC shall have the right to review, test, inspect, approve, and accept documents, Goods, and/or Services to be provided or performed by Supplier. IPC’s review, testing, inspection, approval, or acceptance of documents, Goods, or Services provided under the Order, however, shall not be deemed to relieve Supplier of Supplier’s responsibility for the technical adequacy of Supplier’s Work or performance of Supplier’s obligations.
- 3.2. Upon timely Final Completion, IPC will pay Supplier the Total (as defined in Section 5) designated on the Order and any other undisputed sums due for properly approved Amended Totals, as set forth in the following Sections 4 and 5.

4. **CHANGES TO THE WORK.** IPC may, at any time, by issuance of a formal written amendment to the Order, modify the drawings, designs, specifications, project tasks or deliverables, methods of shipment, packing, place of delivery, time for performance, of any other aspect of Services, or provide for additions or reductions from the Order. Supplier agrees to promptly proceed with such changes. The changes are subject to these General Terms and Conditions. If IPC’s written request causes a material change to Supplier’s scope of Work and causes Supplier to incur additional cost that cannot be overcome by mitigation (“Change”), then an

equitable adjustment will be made to the Total, the delivery schedule, or the Completion Date, whichever IPC reasonably determines to be appropriate; provided, however, that Supplier shall waive Supplier's right to an equitable adjustment if Supplier fails to advise IPC in writing of a Change within 30 calendar days of the occurrence or event that caused the Change. In addition, in the event Supplier requests an equitable adjustment for a Change, Supplier shall provide IPC a detailed cost and scheduling analysis, in a form acceptable to IPC. Supplier acknowledges and agrees that any increase in Supplier's price for the Work in accordance with any Change agreed to by both Parties pursuant to a written amendment to the Order includes all applicable taxes and costs, including but not limited to, overhead, profit, and markup.

5. COMPENSATION, BILLING, AND PAYMENT

5.1. The total amount of compensation to be paid for an Order (the "Total") is identified as the "Total This P.O." on the Order. Changes to the Total may be made only as set forth in Section 4, and each approved change to the Total will be confirmed in writing by IPC and is referred to herein as an "Amended Total." If the Order is other than on a fixed price basis, the rates and pricing schedules, which will be the basis of unit-priced compensation, will be identified in the Order. Unless otherwise specified in the Contract Documents, payment of the Total is payment in full for all Work identified in the Contract Documents, and for such other labor, supervision, consulting, materials, equipment, and any and all other charges within the scope of, or reasonably inferable from, the Contract Documents.

5.2. Billing:

- a. With the exception of an Order which the Parties have agreed will be paid by lump sum, Supplier will submit an invoice not more frequently than every 30 days for compensation for that percentage of the Total or Amended Total provided or performed by Supplier in the previous calendar month (based on the percentage of work completed relative to the Total), less any required retainage or withholding required by IPC. Supplier will not submit invoices in excess of the Total or Amended Total. IPC may withhold from any payment any damages, backcharges, or claims incurred or reasonably anticipated by IPC to the extent caused by Supplier.
- b. Unless the Contract Documents provide otherwise, each invoice will separately identify and itemize Goods and Services, and shall include not less than the following information, as applicable: (i) Supplier name; (ii) the Supplier Order number; (iii) the IPC Purchase Order number, (iv) IPC Contact name; (v) Ship To: name; (vi) Remit To: name; (vii) percentage of Order completed and milestones achieved; (viii) Goods/Service/task/deliverable description as per the Order; (ix) individuals performing Services for which hourly rates are charged; (x) numbers of hours worked; (xi) hourly billing rate; (xii) unit/rate description, including unit/rate cost and quantity; (xiii) any freight costs paid, (xiv) invoice Total, and (xv) all federal, state, and local taxes imposed upon or on account of such sale, together with any other information reasonably requested by IPC.
- c. Supplier will be paid reimbursable expenses incurred by Supplier only where specifically provided in an Order and only if the types and amounts of each expense (i) are reasonable and ordinary and customary reimbursable expenses; (ii) are billed to IPC within 60 days of being incurred by Supplier; and (iii) receipts are provided with the invoice for the expenses.
- d. If Supplier does not invoice IPC for Goods delivered or Services performed, or expenses associated therewith, within six months after Supplier completes all Work under the Order, Supplier waives all right to payment.

5.3. Upon approval of Supplier's invoice by IPC, IPC will pay all non-disputed amounts within 30 days of receipt of the invoice, provided however, that any IPC's payment is not due unless Supplier is in compliance with all provisions of the Contract Documents, including without limitation, all applicable insurance requirements set forth in Section 12 below. To the extent IPC disputes or finds deficient any part of or the entire invoice, Supplier will be notified and may be required to provide IPC with such documents and information as IPC may request for the purpose of resolving issues in disputed invoices. Payment of an invoice shall not constitute acceptance of the Work and shall be subject to adjustment for errors, shortages, defects in the Work, damage to IPC for which Supplier is partially or wholly responsible, or other failure of Supplier to meet the requirements of the Order, and shall not be deemed a waiver of IPC's right of inspection prior to acceptance of Work.

5.4. Payment for any Work shall not be deemed an acceptance thereof. Nothing in these General Terms and Conditions will be interpreted to mean that IPC has waived any of its rights or remedies under the Uniform Commercial Code, as amended from time to time.

6. **DELIVERY OF WORK.** IPC may inspect Work delivered under an Order and may reject any or all of the same if IPC determines, in its discretion, that all or any portion of them are defective or nonconforming. In addition to other rights and remedies available to IPC, rejected Work may be returned to Supplier at Supplier's expense. In such case, IPC may charge Supplier all expenses of such examination and inspection, including, but not limited to, charges relating to repackaging and reshipping defective or nonconforming Work. Notwithstanding anything to the contrary in the Contract Documents, in the event IPC receives Work whose defects or nonconformity is not apparent on examination, IPC reserves the right to revoke acceptance, or require that Supplier replace the defective Work, which shall not be in limitation of any other rights or remedies available to IPC upon Supplier's breach of this Agreement. Nothing contained in the Order relieves Supplier in any way from Supplier's obligation of testing, inspection, and quality control, and shall not be in limitation of IPC's right to reject defective or nonconforming Work.

7. FINAL PAYMENT

7.1. The final payment by IPC will be made within 30 days of Final Completion. "Final Completion" of an Order will occur at the earliest time at which all of the following have been determined by IPC to have been completed:

- a. All Goods and Services specified in the Order have been timely delivered and completed, as applicable, in accordance with the Contract Documents;
- b. All deliverables, reports, materials, work product, and equipment related to the Work are satisfactory to IPC, are operational, and have been completed, provided, and/or installed in accordance with the Contract Documents;
- c. Any and all performance tests or reviews designated by IPC have been completed to IPC's satisfaction;
- d. All systems are ready for start-up;
- e. All "punch list" and deficiency items have been completed per IPC's specifications;
- f. All documents, data, work product, and warranties as may be required by the Contract Documents have been provided to IPC;
- g. Supplier has provided Supplier's affidavit, if requested by IPC, that all indebtedness connected with the Work rendered pursuant to the Order, including but not limited to, payroll, payments to consulting professionals, suppliers, and others have been fully and finally paid or have provided evidence of release of any and all liens and consent of surety (if applicable);
- h. All site/project cleanup has been finalized; and

- i. Supplier has submitted an invoice representing Supplier's final bill for the Order and marked it "Final Invoice."
- 7.2. The final payment will consist of any undisputed balance due to Supplier on the Order and any change made in accordance with these General Terms and Conditions, and, if applicable, any retention or other withholding withheld by IPC. Tendering the final payment is deemed acceptance by Supplier of the final payment. By accepting the final payment, Supplier releases all claims against IPC, except those expressly reserved in writing by Supplier prior to acceptance of the final payment.
- 7.3. Claims for money due or to become due from IPC shall be subject to deduction or set off if Supplier owes or will owe money to IPC, whether Supplier's obligation relates to the Order or any other transaction between Supplier and IPC.
8. **TIME IS OF THE ESSENCE**. Time is of the essence in the performance of Supplier's obligations pursuant to the Order. Supplier shall comply with all schedule requirements set forth in the Contract Documents and shall provide a schedule for the performance of the Work if requested by IPC and in a form requested by IPC. The Total to be paid to Supplier for the Order is based, in large part, upon Supplier's informed representation to IPC that Supplier has the expertise, manpower, equipment, materials, and all other resources necessary to complete the Work called for in the Order and as set forth in Section 2.6. Without waiving any other right or remedy it may have, if IPC determines that Supplier has failed or may fail to timely perform Supplier's obligations required by the Contract Documents, IPC may direct Supplier at Supplier's expense to accelerate performance through initiation of such measures as shall be reasonably requested by IPC, which Supplier agrees to promptly undertake. Supplier agrees that an Order may contain liquidated damages. In the event the Order contains liquidated damages, Supplier agrees that liquidated damages are not a penalty, but rather represent a reasonable estimate of actual loss and damages that IPC will suffer by reason of Supplier's failure to complete the Work in accordance with the Contract Documents.
9. **SHIPMENT**. Unless otherwise expressly stated on the Order, freight cost is not included in the Total and shall be identified separately (if applicable) on the invoice to IPC. The means of shipment and location to which Goods are to be delivered will be identified on the Order. If not so identified, shipment will be made F.O.B. Destination. IPC shall be responsible only for the actual and standard cost of freight incurred for delivery of Goods in the manner set forth in the Order. Any increases to standard freight costs, such as expediting, shall be paid by Supplier, unless otherwise approved in writing by IPC.
10. **INTELLECTUAL PROPERTY INDEMNITY**
- 10.1. Supplier represents and warrants that all Work supplied under this Order shall not infringe on any third party's patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary right. Supplier shall at Supplier's own expense defend, indemnify, and hold IPC, its officers, directors, agents, representatives, employees, customers, and users of IPC's Goods and Services harmless for, from, and against any and all claims, allegations, liabilities, damages, and expenses (including attorneys' fees) arising out of, or relating to, any claimed infringement of patents, copyrights, trade secrets, trade names, trademarks, service marks, or other proprietary right in connection with Work supplied by Supplier under the Order.
- 10.2. In case IPC is not able to use Supplier's Work, or any part or component thereof, due to actual or alleged infringement, Supplier shall immediately either: (a) procure for IPC the right to continue to use such Work or replace it with substantially equivalent non-infringing Work; or (b) modify such Work so that it becomes non-infringing.
11. **PROPRIETARY RIGHTS**
- 11.1. Supplier agrees that all writings, drawings, designs, copyrightable material, inventions (whether or not patentable), improvements, discoveries, developments, and all works of authorship created by Supplier in performance of the Work hereunder, including all worldwide rights therein under any patent, copyright, trade secret, confidential information, or any other intellectual property right (collectively "**Work Product**"), are the sole property of IPC. Supplier immediately and automatically assigns to IPC all right, title, and interest in and to all such Work Product, and shall perform such further acts needed to transfer, perfect, and defend IPC's ownership of the Work Product. Supplier shall require Supplier's Subcontractors to execute written assignments of Work Product to effect such assignment.
- 11.2. To the extent that Supplier or third parties retain ownership rights in materials delivered with the Goods, or upon which the Work Product is based, Supplier hereby grants to IPC an irrevocable, worldwide, non-exclusive, royalty-free right and license to make, have made, modify, use, distribute, publicly perform or display, sell, offer to sell, and import such materials. Supplier hereby warrants that Supplier owns or has acquired rights in all such intellectual property necessary to grant the licenses and intellectual property rights set forth in this Section 11.
12. **INSURANCE**
- 12.1. Supplier, at Supplier's own expense, shall procure and maintain, during the term of performance of Supplier's obligations pursuant to this Order, the following types of insurance with limits as specified:
- a. *Worker's Compensation Insurance* shall be at statutory limits and shall comply with the laws of the state in which the Order is being performed. A waiver of subrogation in favor of IPC shall be included.
 - b. *Employer Liability Insurance* of not less than \$1,000,000.
 - c. *Automobile Liability Insurance* with a combined single limit of at least \$2,000,000 covering all owned, non-owned, or hired automobiles used in connection with the Services. Bodily injury and property damage liability limits shall be each accident combined single limit. An endorsement shall be issued naming IPC as an additional insured.
 - d. *Commercial General Liability Insurance* with a combined single limit of not less than \$2,000,000 each occurrence and in the aggregate, combined single limit. The insurance shall include coverage for contractual liability. An endorsement shall be issued naming IPC as an additional insured.
 - e. *Professional Liability (Errors & Omission) Insurance* with a limit of not less than \$2,000,000 (this coverage is required when professional services are provided under the Order).
 - f. *Cargo and Property Insurance*. If Supplier, Subcontractor at any tier, or their respective agents or employees are transporting and/or storing IPC materials or equipment, Supplier shall provide Cargo Insurance and/or Property Insurance (as applicable) covering physical loss or damage, naming IPC as Loss Payee, arising out of, or in connection with, any loss associated with transportation or storage of IPC equipment or material while in the

care, custody, or control of Supplier (or its Subcontractors at all tiers). The declared value of the Cargo and/or Property Insurance shall be based on the replacement value of the property in question.

- g. *Contractors Pollution Liability Insurance* with limits of no less than \$2,000,000 per occurrence and \$2,000,000 aggregate dedicated to the Work as described in the Contract Documents. If Supplier maintains a "Claims Made" policy under this Subsection (g), such insurance or its replacement insurance shall have a retroactive date of no later than the Effective Date. Such insurance policy or its replacement policy shall provide either a minimum of two years extended reporting period coverage after completion of all Work, or a period equal to the maximum time under the State of Idaho statute of limitations existing on the Effective Date for potential claims under such insurance, whichever is longer. The policy must also provide the following: (i) coverage for defense, reimbursement, and indemnity obligations assumed by Supplier under the Contract Documents related to claims, losses, demands, expenses, suits, judgments, penalties, fines and costs, including without limitation, investigative costs, settlement costs, court costs, and attorneys' and expert witness fees and expenses (ii) coverage for any demands for environmental cleanup costs related to Supplier's Work under this Agreement, (iii) coverage for the presence, discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, silt or sediment into or upon land, the atmosphere or any watercourse or body of water ("Pollution Conditions") emanating from or affecting any location, whether or not owned, leased, occupied or otherwise controlled by IPC, to the extent such Pollution Conditions are caused by Supplier, its employees, and agents, (iv) Coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and medical monitoring, (v) Coverage for physical injury to, or destruction of tangible property of, parties other than the insured including the resulting loss of use and diminution in value thereof; loss of use, but not diminution in value, of tangible property of parties other than that belonging to the insured that has not been physically injured or destroyed; (vi) coverage for Transportation and Non-owned Disposal Site (with no sunset clause/restricted coverage term) (if applicable), (v) Property damage to include Natural Resources Damage, and (vi) No exclusions for asbestos, lead paint, silica or mold/fungus. Coverage shall apply to sudden and non-sudden Pollution Conditions, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of covered operations. Supplier agrees to name IPC as an additional insured and to provide waiver of subrogation against IPC and to furnish insurance certificates, showing Supplier's compliance with this section.

12.2. Supplier's Subcontractors shall be required by Supplier under the terms of any subcontract to obtain like insurance coverage to that specified in subparagraphs a, b, c, d, and e of Section 12.1.

12.3. Insurance coverage described above shall be carried with insurance companies reasonably satisfactory to IPC. Prior to Supplier's commencement of performance of the Order, Supplier will provide to IPC a certificate of insurance evidencing appropriate insurance coverage and naming IPC as an additional insured as required above, along with a waiver of subrogation, as required by Section 12.1 above. These certificates will contain a provision that coverage will not be canceled until at least 30 days prior written notice has been given to IPC.

12.4. Failure of the Supplier or any Subcontractor at all tiers to secure and maintain the insurance required by this Section 12 shall constitute a material breach of the Agreement entitling IPC, in its discretion and without waiving any of its other remedies under the Agreement or applicable law, to terminate the Agreement for cause or to purchase the required insurance itself at the expense of Supplier.

13. **SUBCONTRACTING.** If Supplier causes any part of the Order to be performed by a Subcontractor, these General Terms and Terms and Conditions shall be made applicable to such Subcontractor(s) and its officers, agents, and employees in all respects. Supplier shall not, in any manner thereby, be discharged from Supplier's obligations and liabilities hereunder, but shall be liable for all acts and omissions of any Subcontractor, its officers, agents, and employees. IPC shall have the right, upon request, to review and approve any Subcontractor(s). Upon request, copies of all subcontracts shall be furnished to IPC. Supplier shall be solely responsible for invoicing and the collection of payment from Supplier's Subcontractors, and Supplier's failure to obtain timely payment from Subcontractors shall not in any way affect Supplier's obligations under the Contract Documents. Supplier and its Subcontractors shall comply at all times with FAR 52-219-8, *Utilization of Small Business Concerns*.

14. **WARRANTY**

14.1. **Warranty of Qualifications and Compliance:** Supplier represents and warrants that all statements and materials regarding Supplier's qualifications to perform the Order are true and correct and are not misleading or incomplete for any reason. Supplier warrants and certifies that all items furnished and all Services performed under the Order do and will comply with current applicable standards of the Federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

14.2. **Warranty of Title:** Supplier warrants that title to all Work provided by Supplier will pass to IPC no later than the time of delivery and at such time will be free and clear, except for amounts owing from IPC to Supplier pursuant to the Order, of liens, claims, security interests, or encumbrances of Supplier, Supplier's Subcontractors, material suppliers, and other entities claiming an interest in the Goods or Services provided under the Order.

14.3. **Warranty of Workmanship and Quality:** Supplier warrants that (a) the Work covered by the Order will be in exact accordance with the Order and related Contract Documents and the description and specifications provided by Supplier in marketing and technical material provided to IPC in relation to the Order; (b) the Goods will be free from defects in material, design, and workmanship, new, and merchantable; and (c) Services will be performed with the highest degree of professional skill and care of professionals in the same industry and consistent with IPC's intended results. Supplier further warrants that any Goods comprising computer hardware or software, and supplied by Supplier; (i) are free from viruses, defects, disabling codes, software routines, or hardware components designed to permit (either automatically or through externally applied controls) unauthorized access or allow the Goods to be disabled, have content erased, or otherwise be harmed (collectively, "Contaminants"), have been duly tested to ensure that there are no such Contaminants, and are subject to recognized and appropriate release procedures including the latest version of a proprietary virus detection software package standard in the industry, and Supplier shall ensure that corresponding obligations are imposed on Supplier's Subcontractors or agents; (ii) have been obtained from a reputable and reliable software developer and not through any interest group or multi-organizational software sharing scheme, and do not include any open source, freeware, or shareware; and (iii) will comply and function substantially in accordance with any related user documentation.

14.4. **Survival of Warranties:** The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by IPC. Supplier's warranties shall be effective for the period of time either (a) set forth on the face of the Order, or (b) set forth in a writing provided by Supplier or agreed upon by Supplier, or (c) 18 months from the date of final payment, whichever is greater. If any Goods or Services furnished hereunder do not meet the warranties specified herein, IPC may, at its option: (i) require Supplier to correct, at no cost to IPC, any defective or

nonconforming Goods or Services by repair or replacement within seven days of notice to Supplier; (ii) return such defective or nonconforming Goods at Supplier's expense to Supplier and recover from Supplier the price thereof, together with any damages resulting there from; (iii) correct the defective or nonconforming Goods or Services itself and charge Supplier with the cost of such correction; or (iv) accept the defective or nonconforming Goods or Services at a reduced price.

14.5. Inspection and Right of Access and to Accelerate: Supplier agrees that IPC may perform inspections of Work being provided by Supplier in the course of Supplier's performance of the Order, including, but not limited to, inspection of any material, work product, and equipment furnished by Supplier. Supplier shall furnish access to Supplier's facilities to IPC and its agents during standard business hours and at the locations requested by IPC, for the purpose of carrying out such inspections. IPC shall not have any duty to make such inspections, and any inspection by IPC shall not limit IPC's rights and remedies in any way.

14.6. Covered Telecommunications Equipment or Services: Pursuant to Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 and Federal Acquisition Regulation (FAR) 52.204-25 (Aug. 2020), Supplier agrees, represents, and warrants that Supplier shall not supply or deliver to IPC any "covered telecommunications equipment or services" as a substantial or essential component of any system or critical technology of any system. As defined in FAR 52.204-25(a), "covered telecommunications equipment or services" includes equipment, systems, products, or services made by any of the following companies, or any subsidiary or affiliate thereof (including companies with the same principal word in the name, e.g., "Huawei" or "Hytera"): Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or, Dahua Technology Company. "Covered telecommunications equipment or services" may include, but are not limited to, video/monitoring surveillance equipment/services, public switching and transmission equipment, private switches, cables, local area networks, modems, mobile phones, wireless devices, landline telephones, laptops, desktop computers, answering machines, teleprinters, fax machines, and routers. "Covered telecommunications equipment or services" do not include telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that the equipment transmits or handles.

To the extent that the systems, products, or services to be provided by Supplier under this Agreement may be procured by IPC in support of or to satisfy IPC's obligations under agreements with a federal governmental entity, Supplier further agrees that FAR 52.204-25 (Aug. 2020), except for paragraph (b)(2) thereof, shall be incorporated by reference into this agreement and is binding on Supplier, and that Supplier does not use any equipment, system, or service that uses covered telecommunications equipment or services and will not supply any covered telecommunications equipment or services to IPC. Supplier further agrees that, if it identifies covered telecommunications equipment or services used as a substantial or essential component of any system or as critical technology as part of any system during contract performance, or Supplier is notified of such by a subcontractor at any tier or any other source, Supplier shall immediately notify IPC and reasonably cooperate with IPC's requests for information.

14.7. Drones. Supplier warrants that it shall not use any Chinese manufactured unmanned aerial vehicles (drones), including but not limited to those manufactured by Shenzhen DJI Sciences and Technologies Ltd. or Autel Robotics, in the performance of the Contract Documents.

14.8. Trade Control and Sanction Laws: Supplier warrants that it shall not in performance of the Work use or allow use of, nor directly or indirectly import or supply to IPC as part of the Work, any products, systems, equipment, materials, supplies, or related software or technology from (whether directly or indirectly): (i) any individual, entity, region or country prohibited by Trade Control and Sanctions Laws, including the prohibition against imports (A) from a national or resident of, any country subject to U.S. comprehensive sanctions or similar export restrictions (e.g., Cuba, Iran, Syria, North Korea and the Donetsk, Luhansk and Crimea regions of Ukraine), or (B) anyone on the U.S. Treasury Department's list of Specially Designated Nationals, Sectoral Sanctions Identifications List or Foreign Sanctions Evader's list, the U.S. Department of Commerce's Denied Persons List, Unverified List or Entity List, or other export / import control lists; or (ii) for any purpose prohibited by Trade Control and Sanctions Laws. "Trade Control and Sanctions Laws" means the laws, regulations, orders, or similar provisions of the U.S. and any applicable foreign governmental authority having jurisdiction that govern: (i) exports (including deemed exports), reexports, or transfers of products, services, or technologies from the United States to a foreign country, from a foreign country into the United States, or from one foreign country to another foreign country; or (ii) economic or trade sanctions or embargoes; including, without limitation, the Arms Export Control Act (22 U.S.C. §§ 2778 et. Seq.), the International Traffic in Arms Regulations (ITAR) (22 C.F.R. 120 Parts 120-130), the Secure and Trusted Communications Networks Act (47 U.S.C. §§ 1601 et. Seq.), the Export Administration Regulations (EAR) (15 C.F.R. Parts 730-774) and associated executive orders, and the laws and regulations implemented by the Office of Foreign Assets Controls (OFAC), United States Department of the Treasury (OFAC Regulations) (31 C.F.R. Parts 500-599).

15. TERMINATION; REMEDIES

15.1. Termination for Cause. If either Party materially breaches the Order or any Contract Document and the material breach is not cured within 10 calendar days after the non-breaching Party gives the breaching Party written notice thereof, then the non-breaching Party may elect to terminate the Order and any of the Contract Documents by giving the breaching Party written notice of the termination; provided, however, that if the nature of the breach is such that it could not reasonably be cured within the 10 calendar day period, then the non-breaching Party may terminate the Order and any of the Contract documents immediately upon providing written notice to the breaching Party. In the event the Order contains liquidated damages, Supplier agrees that IPC may terminate the Order under this Section 15.1 if IPC assesses liquidated damages in an amount equal to the liquidated damages cap, if any (unless such liquidated damages cap is increased by mutual written agreement of the Parties).

15.2. Termination for Convenience. Subject to Section 15.4(c) below, IPC may terminate all or any portion of the Order at any time and for any reason without cause and without penalty by giving notice to Supplier.

15.3. Termination Upon Bankruptcy or Insolvency Events. IPC may, by notice to Supplier, terminate in whole or in part the Order and any Contract Document in the event of suspension of Supplier's business, Supplier's insolvency, institution of bankruptcy, reorganization, or liquidation proceedings by or against Supplier, the appointment of a trustee or receiver for Supplier's property or business or any assignments by Supplier for the benefit of one or more creditors.

15.4. Effect of Termination.

a. In the event of termination of an Order or Contract Document pursuant to Section 15.1, 15.2, or 15.3, all obligations of the Parties (other than those obligations that expressly or by nature survive termination) shall terminate, Supplier shall promptly return to IPC all IPC confidential information,

materials, files and other information specific to the Order performed for IPC in a form and format acceptable to IPC, as well as any partially completed Work Product. Upon request by IPC, Supplier shall certify in writing that Supplier has returned all information obtained from IPC.

- b. In the event of termination by IPC pursuant to Section 15.1, Supplier shall be liable for the Supplier Termination Payment. For purposes of the Contract Documents, "Supplier Termination Payment" means the difference, if positive, between (a) the sum of (i) all costs and expenses incurred by IPC to complete (or cure deficiencies in) the Work under the Order(s) terminated by IPC, including compensation for obtaining a replacement goods supplier and replacement goods, and for obtaining any additional services required as a consequence of IPC's termination of the Order resulting from Supplier's material breach, (ii) all other reasonable costs, expenses and damages suffered by IPC as a result of such termination of the Order(s), including any additional costs payable to the Supplier as a result of such termination by IPC, and (iii) all amounts previously paid to Supplier under the Contract Documents with respect to such Work and terminated Orders, less (b) the Total.
- c. In the event of termination by IPC pursuant to Section 15.2, Supplier shall be entitled to receive payment for complying Goods delivered and Services actually performed in accordance with the Contract Documents up to the date of termination, but only to the extent there is no dispute or applicable offsets or withholdings related to the Goods or Services. Supplier shall promptly refund all prepaid but unearned monies to IPC and assign to IPC all subcontracts with Supplier's Subcontractors, if directed by IPC. In any event, Supplier shall not be entitled to receive payment for Goods not delivered and Services not provided, or for costs and expenses associated therewith.
- d. Upon receipt of a termination notice, Supplier shall, unless otherwise directed, cease Work and follow IPC's directions as to disposal of supplies and Work in progress and finished Goods.
- e. OTHER THAN IN THE EVENT OF TERMINATION DUE TO IPC'S MATERIAL BREACH PURSUANT TO SECTION 15.1, THE FOREGOING STATES IPC'S ENTIRE LIABILITY FOR TERMINATION.

15.5. Termination Not Exclusive Remedy; Remedies Cumulative. The rights and remedies of IPC provided in this Section 15 shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity or in the Contract Documents. IPC's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision.

16. TITLE; RISK OF LOSS; IPC PROPERTY

- 16.1. Supplier warrants title to all Goods sold. Supplier bears the risk of loss or damage to the items purchased under this Order until they are delivered in conformity with this Order at IPC's delivery point, IPC has determined that they conform to the description set forth in the Order (or expressly waives nonconformity) and accepts the Goods. Upon such acceptance by IPC, Supplier's responsibility for loss or damage to the Goods shall cease, except for loss or damages to the Goods that occurred prior to acceptance or that result from Supplier's negligence or misconduct.
- 16.2. All drawings, artwork, data, material, supplies, equipment, tooling, dies, molds, fixtures, and patterns furnished or paid for by IPC and used by Supplier or Supplier's Subcontractors shall be held at Supplier's sole risk and, upon IPC's request, shall be returned to IPC in good condition.

17. INDEMNIFICATION

- 17.1. Supplier agrees to indemnify, defend, reimburse, and hold harmless IPC and its successors and its and their respective directors, officers, members, employees, representatives, and agents (collectively, the "Indemnitees"), from, for, and against any and all allegations, claims, liens, losses, demands, damages, expenses, suits, judgments, and costs of any kind whatsoever, including, without limitation, settlement costs, court costs, and attorneys' and expert witness fees and expenses (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of, or relating to: (a) Supplier's (and, for purposes of clarity, those of Supplier's agents, Subcontractors, and independent contractors) acts, negligence, omissions, or willful misconduct; (b) Work supplied hereunder; (c) a breach of any of Supplier's representations, warranties, or covenants, or any other term and condition of the Contract Documents; (d) a claim that any Goods or Services furnished hereunder infringe upon or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property interest of another; (e) a claim of any lien, security interest or other encumbrance made by a third party or any Subcontractor at all tiers; or (f) a violation of federal or state law, regulation, statute, or ordinance. This indemnity shall apply without regard to whether the Damages are based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity shall survive delivery and acceptance of the Work.
- 17.2. At the request of IPC, Supplier shall defend any action, claim or suit asserting a claim, which might be covered by this indemnity. Supplier shall pay all costs and expenses that may be incurred by IPC in enforcing this indemnity and defense agreement, including attorney's fees and costs actually paid by IPC.
- 17.3. If IPC seeks indemnification from Supplier, IPC shall: (a) notify Supplier of the assertion of any claim; (b) provide reasonable assistance (at Supplier's expense) in connection with the defense; (c) be entitled to pre-approve any settlement; and (d) be entitled to, in the exercise of reasonable discretion, pre-approve legal counsel selected by Supplier.

18. RECORDS

- 18.1. Supplier will maintain books and accounts of the costs relating to Supplier's performance of the Order with generally accepted accounting principles and practices for Supplier's particular industry or profession. Supplier's records will be kept in such a manner and in sufficient detail to clearly disclose the nature and amount of Work provided by Supplier, costs pertaining to the Order, and the basis for charges or allocations to the Order.
- 18.2. Supplier agrees to retain all records and results of the Work performed under the Order for period of not less than three years after Final Completion. At IPC's request, Supplier will deliver either the original or a copy of any and all field notes, investigative notes, tests, photos, records, calculations, summaries, reports, and records produced and collected by Supplier, Supplier's agents, employees, and Subcontractors, in the course of performance of the Order.
- 18.3. IPC will have access at all reasonable times, during the performance of obligations under this Order and for a period of three years thereafter, and may copy (including electronic copy) all of Supplier's accounts and records pertaining or related to the Order for the purpose of verifying or reviewing the quality, quantity, and Supplier's progress of performance of the Order, reimbursable costs, amounts claimed by Supplier, and estimates of cost for fixed rates, labor and material rates, and for any other reasonable purpose.

19. **HAZARDOUS WASTE AND INDEMNIFICATION**

19.1. For purposes of the Order, "Hazardous Materials" means any substance or material which is defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous wastes," "restricted hazardous waste," "toxic substances," or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof), or any other chemical, substance, or material which is prohibited, limited, or regulated under any federal, state, or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to, or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health or safety, the environment, or natural resources.

19.2. Supplier shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about IPC's premises without the prior written consent of IPC, which shall not be unreasonably withheld provided Supplier demonstrate to IPC's satisfaction that such Hazardous Materials are necessary or useful to the Work Supplier is providing under the Order and will be used, kept, stored, and cleaned up in a manner that complies with all laws regulating any such Hazardous Materials so brought upon or used or kept in or about IPC's premises.

19.3. Supplier, on Supplier's own behalf and on behalf of Supplier's agents, representatives, and Subcontractors agree to indemnify, hold harmless, and defend the Indemnitees from and against any and all Damages that any or all of the Indemnitees may hereafter suffer, incur, be responsible for, or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, arising out of or relating to the breach of any of Supplier's representations, covenants, or warranties set forth in the Order, or any of Supplier's negligent actions or omissions or willful misconduct in the performance of the Order, or the violation of any law, ordinance, or regulation relating directly or indirectly to Hazardous Materials. Such indemnity shall exclude Damages that are the result of any negligent actions or omissions or willful misconduct of the Indemnitees or their employees, officers, owners, directors, Subcontractors, or agents. The indemnification obligations hereunder shall remain in force and effect after termination of the Order.

20. **GOVERNING LAW/VENUE.** Enforcement and interpretation of the Contract Documents shall be governed by and construed in accordance with the laws of the state of Idaho, notwithstanding its choice of law provisions. Exclusive venue for any enforcement or interpretation or other proceeding shall be in Ada County, Idaho.

21. **INDEPENDENT CONTRACTOR.** Supplier agrees to perform the Order as an independent contractor. Nothing contained in the Contract Documents shall create or be construed as creating the relationship of employer and employee, or partnership, or joint venture between IPC and Supplier, or between IPC and any person or persons employed or engaged by Supplier.

22. **EQUAL EMPLOYMENT OPPORTUNITIES.** IPC is an equal opportunity employer and federal contractor or subcontractor. The Parties shall abide by the requirements of 41 CFR 60-741.5(a), as applicable. This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. The Parties shall also abide by the requirements of 41 CFR 60-300.5(a), as applicable. This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

23. **NON-ASSIGNABILITY.** Neither the Order, nor any part thereof, may be assigned or delegated by Supplier, by operation of law or otherwise, without the express written consent of IPC. Any attempt to assign or delegate the Order will be void.

24. **SURVIVAL.** All terms in the Contract Documents relating to warranty, indemnification, confidentiality, and those provisions which, by their nature, survive expiration, cancellation, or other termination of the Order, shall remain in full force and shall survive such expiration, cancellation, or termination of the Order.

25. **ENTIRE AGREEMENT; AMENDMENT.** The Contract Documents, amendments thereto, and the exhibits, addenda, and schedules which are included in any one or more of those documents, constitute the entire agreement between the Parties with respect to this Order. In the event of any conflict or inconsistency between this document and any other document comprising the Contract Documents, the terms and provisions set forth in these General Terms and Conditions, as amended from time to time, shall apply. There are no oral or written understandings, representations, or commitments of any kind, express or implied, which are not expressly described in the Contract Documents. Any other prior express or implied agreements executed or made, or understandings between the Parties, that are not a part of the Contract Documents, with terms that conflict with the terms in the Contract Documents are superseded by the terms of the Contract Documents. The Contract Documents may not be modified other than by the method described in Section 4 of these General Terms and Conditions; any other modification must be in writing signed by both Parties.

26. **WAIVER.** The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under the Order will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand.

27. **SEVERABILITY.** Whenever possible, each provision and term of these General Terms and Conditions will be interpreted in a manner to be effective and valid, but if any provision or term is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of the General Terms and Conditions. If any of the covenants set forth in these General Terms and Conditions are held to be unreasonable, arbitrary, or against public policy, such covenants will be considered divisible with respect to scope and time, and in such lesser scope or time will be effective, binding, and enforceable.

28. **CONFIDENTIALITY.** IPC and Supplier (as to information disclosed, the "Disclosing Party") may each provide the other Party (as to information received, the "Receiving Party") with Confidential Information. "Confidential Information" means (a) all terms of the Contract Documents; and (b) all non-public, confidential, or proprietary information (including without limitation, all IPC Data as that term is defined in Section 30 below) disclosed by the Disclosing Party to the Receiving Party or its affiliates, or to any such Receiving Party's or its affiliates, employees, officers, directors, shareholders, agents, attorneys, accountants, or advisors (collectively, "Representatives"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (in such cases where not so marked or designated, where it would reasonably be expected in the industry that such information would be deemed confidential). Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract Documents and permitted use(s) and maintenance of Goods and Services, (ii) to take reasonable measures to safeguard and prevent disclosure of the Confidential Information, except to its employees, agents, or financing parties who have a need to know for the Receiving Party to perform its obligations under the Contract

Documents or to use and maintain Goods or Services, and (iii) that it will not disclose the Confidential Information to any person, firm or corporation, or use such Confidential Information for any purpose other than as necessary to perform its obligations under the Contract Documents or to use or maintain the Goods or Services. Supplier shall not make any public announcement about the Contract Documents or associated transaction, including their existence, without prior written approval by IPC. The obligations of this Section 28 shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by Receiving Party, its representatives, or its affiliates; (ii) is or becomes available to Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law, a valid legal process, or a government agency; (v) is approved for disclosure in writing by an authorized representative of Disclosing Party; or (vi) the Receiving Party discloses to its advisors for analytical purposes, provided that such financial advisors are subject to an obligation as to confidentiality no less onerous than that set out in this Section 28. This Section 28 does not supersede, and shall be deemed to supplement, any separate confidentiality or nondisclosure agreement signed by the Parties.

29. **STANDARD OF PERFORMANCE.** Supplier agrees that the Work will be performed with the highest degree of professional skill and care of professionals in the same industry and consistent with IPC's intended results.

30. **DATA OWNERSHIP, DATA SECURITY, AND PHYSICAL AND ELECTRONIC PROTECTION.** IPC Data shall remain the sole property of IPC. Supplier shall not use IPC Data for any purpose other than to perform its obligations under the Agreement. Supplier shall not sell, assign, lease, transfer or otherwise disclose IPC Data to third parties for any reason, commercial or otherwise, without prior written consent from IPC. The term "IPC Data" means all data and information regarding IPC, its customers and vendors (other than Supplier) that (i) IPC furnishes, discloses, or otherwise makes directly or indirectly available to Supplier or Subcontractors at all tiers by or on behalf of IPC under the Agreement, including without limitation, Personal Data; or (ii) Supplier or any Subcontractor collects or creates on behalf of IPC in the course of performing Work under the Agreement; and (iii) CEII. As used in the Contract Documents, CEII means IPC Critical Energy / Electric Infrastructure Information, as defined by the Code of Federal Regulations, Title 18, § 388.113 ("CEII"). CEII includes both Critical Energy Infrastructure Information and Critical Electric Infrastructure Information. Critical Energy Infrastructure Information means specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (a) contains detail about production, generation, transportation, or distribution of energy; (b) could be useful to a person planning an attack on critical infrastructure; (c) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552; and (d) does not simply give the general location of the critical infrastructure. Critical Electric Infrastructure Information means information related to critical electric infrastructure, or proposed critical electrical infrastructure, generated by or provided to the Federal Energy Regulatory Commission ("FERC") or other Federal agency other than classified national security information, that is designated as critical electric infrastructure information by FERC or the Secretary of the Department of Energy pursuant to Section 215A(d) of the Federal Power Act. CEII includes, but is not limited to: transmission conductor details, transmission structure design details, planned or expected transmission outages critical to the power system, substation design details, control center locations or design details, power plant facility design details, geographic coordinates more specific than line routes, and natural gas line locations or design details. As used in the Contract Documents, "Personal Data" means information that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers); or (iii) relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual, including inferences about such individual.

30.1. **Data Security.** Supplier represents, warrants, and covenants to IPC that Supplier has developed and implemented, currently has in place, and shall maintain during the term of the Agreement a comprehensive information security program that includes administrative, technical, and physical safeguards and controls sufficient to: (i) ensure the security and confidentiality of IPC Data and all network communication and data systems and equipment that Supplier procures on behalf of, or supplies to, IPC for purposes of performing Supplier's obligations under the Agreement, including but not limited to hardware (e.g., computers, servers, routers, data centers, switches, operational technology equipment (e.g., HMI, PLCs, DCSs, IEDs, protective systems, etc.)), software (e.g., operating systems, content management systems, etc.), networking equipment, and integrated systems comprising of such components (collectively, "Procured Systems"); (ii) protect against anticipated threats or hazards to the security or integrity of such information and Procured Systems; and (iii) protect against unauthorized access to, or disclosure or use of, all IPC Data and Procured Systems that Supplier accesses, receives, stores, processes, transmits, creates, maintains, or possesses (collectively, "Security"). Supplier shall document its Security and all safeguards, procedures, and controls and keep them current in light of changes in relevant technology and provide IPC with a copy of the same upon request and at no cost to IPC. Such Security shall include, but not be limited to, the following:

- a) Supplier shall utilize industry-accepted firewalls, up-to-date anti-malware software, and non-end-of-life operating systems on all systems and networks either containing IPC Data and/or connecting to or running on Procured Systems and/or IPC systems or networks;
- b) Supplier shall implement a vulnerability patch management program to ensure systems containing IPC Data, and/or connecting to or running on Procured Systems, or IPC systems or networks are current;
- c) Supplier shall ensure access is controlled to the physical location of the hardware containing IPC Data and Procured Systems;
- d) Supplier shall secure electronic access to Supplier's information systems containing IPC Data or connecting to Procured Systems;
- e) Supplier shall delete IPC data from Supplier's file transfer infrastructure within 30 days of file creation;
- f) Supplier shall store, process, and maintain any and all IPC Data on designated target servers that reside physically within the boundaries of the United States;
- g) Supplier shall encrypt IPC data during transmission;
- h) Supplier shall encrypt IPC Data while at rest including, but not limited to, workstations, portable computing devices or any other portable storage medium;
- i) Supplier shall not enter, process, transfer, or otherwise use IPC Data in any artificial intelligence tools without IPC's prior written consent on a case-by-case basis. In the event IPC provides such written consent, IPC shall remain the owner or licensee of all IPC Data that may be integrated into or included in anything developed by Supplier's or any other artificial intelligence technologies, software, systems, or tools regardless of whether artificial intelligence contributions are the result of mechanical reproduction or reflect the author's original mental conception;

- j) Supplier shall provide its workforce appropriate cybersecurity awareness training, including, but not limited to, an anti-phishing program;
- k) Supplier shall take measures to protect IPC Data and Procured Systems against destruction, loss, or damage due to potential environmental hazards, such as fire and water damage or technological failures;
- l) Supplier and its employees, agents, Subcontractors at all tiers, and the employees and agents of Subcontractors at all tiers, and other personnel or entities within its control ("Supplier Personnel") may not access or store IPC Data on any personal or third-party devices, including mobile devices, tablets, or personally owned laptops, unless such devices have been configured with industry standard security and encryption features, which shall include at a minimum remote wipe and remote shutdown capabilities;
- m) Supplier shall use two-factor authentication for remote access to systems that access Procured Systems or store IPC Data including cloud services and applications;
- n) Supplier shall secure and prevent misuse of its own email resources;
- o) Upon termination of the Agreement, Supplier shall require the destruction or erasure of physical or electronic media containing IPC Data so that such information cannot practicably be read or reconstructed;
- p) Supplier or Subcontractors that send emails on behalf of IPC, must use a subdomain of idahopower.com and be configured with SPF, DKIM, DMARC and BIMI;
- q) Supplier will not email unsolicited marketing materials to the idahopower.com domain;
- r) Supplier will not send application generated emails to IPC recipients from mass mailing services unless static IP address(es) dedicated to IPC are used;
- s) Supplier will not transmit email to/from IPC unless the message is encrypted using TLS 1.2 or better; and
- t) Supplier's configuration of email will use industry best practices consistent with the latest version of NIST 800-177, as those standards may be amended.

30.2. Compliance with Data Protection Rules. Supplier shall observe and comply with all applicable federal, state, and international data privacy and data protection laws and regulations that are now in effect or hereafter promulgated ("Privacy Laws") that are applicable to: (i) the Work provided by Supplier under the Agreement; or (ii) any IPC Data or Procured Systems that Supplier controls, accesses, receives, stores, processes, transmits, maintains, or possesses in connection with the Work. Supplier represents and warrants it will process, store, and use IPC Data: (i) only to the extent necessary for the provision of Supplier's Work; and (ii) in accordance with all Privacy Laws. In addition, Supplier shall comply with all IPC's policies, standards, and data protection procedures in effect when the Work is performed and shall sign and comply with all IPC forms related to the same.

30.3. Information Security Training. Supplier shall comply with IPC's information security requirements, policies, and procedures. Supplier Personnel who require electronic access to any network or information system owned by IPC shall complete IPC's on-line information security training. Supplier shall authorize only those employees who are necessary for and directly involved in Supplier's performance of its obligations under the Agreement, to have access to Procured Systems or IPC Data (whether physically or electronically) and solely on a "need to know" basis (collectively, "Authorized Persons"). Supplier shall not authorize anyone other than Authorized Persons to have access to IPC Data or Procured Systems at any time. Authorized Persons shall sign an agreement regarding compliance with IPC's Information Security Standards, including without limitation, both electronic and physical access requirements prior to receiving access.

30.4. Security Screening. IPC is required by federal law and regulations to protect access to its critical assets, both physical and electronic. Supplier acknowledges and agrees that certain portions of IPC's premises may have restricted access and may require prior authorization or an IPC designated escort to allow Supplier access. Supplier shall comply with federal, state, or local laws or regulations and any applicable IPC policies, standards, and procedures related to physical security of its premises, including without limitation, any policies, standards, and procedures requiring drug screening, background checks, and social security verification prior to performing Services for IPC. If Supplier requires access to IPC's network, or unescorted access to IPC's or its customer's premises, then Supplier shall perform drug screening, background checks and social security verifications for all Supplier Personnel as required by IPC. Supplier shall not perform any Services until these requirements have been met.

30.5. Notification and Revocation. Supplier will immediately take all steps necessary to remove Supplier Personnel's access to any IPC Data; any IPC systems, networks, or property; any Procured Systems; and any third-party tenants related to this Agreement, when: (a) any Supplier Personnel no longer requires such access in order to furnish the Goods and Services provided by Supplier under this Agreement, (b) any Supplier Personnel is terminated or suspended, or his or her employment is otherwise ended, (c) Supplier reasonably believes any Supplier Personnel poses a threat to the safe working environment at or to any IPC property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or employee or IPC Data, (d) there are any material adverse changes to any Supplier Personnel's background history, including, without limitation, any information not previously known or reported in his or her background report or record, (e) any Supplier Personnel fail to maintain conduct in accordance with the qualification criteria set forth in IPC's Independent Contractors Request for Unescorted Physical or Electronic Access Form (or equivalent or successor form). (f) any Supplier Personnel loses his or her U.S. work authorization, (g) Supplier's provision of Goods and Services to IPC under this Agreement is either completed or terminated, so that IPC can discontinue electronic and/or physical access for such Supplier Personnel.

Supplier will take all steps reasonably necessary to immediately deny such Supplier Personnel electronic and physical access to IPC Data as well as Procured Systems, IPC property, systems, or networks, including, but not limited to, removing and securing individual credentials and access badges, multifactor security tokens, and laptops, as applicable, and will return to IPC any IPC-issued property including, but not limited to, IPC photo ID badge, keys, parking pass, documents, or electronic equipment in the possession of such Supplier Personnel. Supplier will notify IPC at ICProgram@idahopower.com once access to IPC Data as well as IPC property, systems, and networks has been removed. In addition, and in the event the Supplier's Personnel has access to IPC system, facilities, or property, Supplier will notify IPC no later than close of business on the same day as the day of termination or change set forth above.

30.6. Security Incident Response Plan. Supplier shall develop and implement a "Response Plan," which shall be policies and procedures to address Security Incidents. The Response Plan shall include appropriate provisions for mitigating the harmful effects of Security Incidents and addressing and remedying the occurrence(s) to prevent the recurrence of similar Security Incidents in the future. The development and implementation of the Response Plan shall follow industry standard practices, such as those that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 5, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev. 5, IR-1 through IR-10 as those standards may be amended. Immediately upon learning of a Security Incident related to the Goods and Services provided to IPC, Supplier shall implement its Response Plan and, within 24 hours of implementing its Response Plan, shall notify IPC in writing of that implementation as described below.

30.7. Security Incident. Supplier shall immediately notify IPC if Supplier discovers or becomes aware that: a) Supplier is not in compliance with or has violated any of the requirements of these terms and conditions; b) Supplier knows or reasonably suspects that IPC Data hosted or stored by the Supplier has been Disclosed; c) Supplier knows or reasonably suspects that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and Services provided to IPC by Supplier, including any Procured Systems; d) Supplier knows or reasonably suspects that the physical, technical, administrative, or organizational safeguards protecting Supplier's or IPC's systems, including without limitation any Procured Systems, storing or hosting IPC Data may have been compromised in such a way to pose a cyber security risk to IPC, IPC Data or Procured Systems; e) Supplier has received a third-party complaint, notice, or communication which relates directly or indirectly to a Security Incident involving Supplier's handling of IPC Data or any Procured Systems; f) Supplier is not in compliance with applicable laws in connection with IPC Data; g) a verified impact to the cybersecurity of the Goods and Services provided to IPC could pose a cybersecurity risk to IPC or any Procured Systems; or h) Supplier has initiated its Response Plan. Each of (a), (b), (c), (d), (e), (f), (g) and (h) are a "Security Incident".

As used in this section, the term "Disclosed" means any circumstance when the security, integrity, or confidentiality of any IPC Data has been compromised, including but not limited to, incidents where IPC Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an unauthorized manner, or for any unauthorized purpose.

Any reasonably suspected or confirmed Security Incident must be reported to IPC immediately via email to cybersecurity@idahopower.com and by telephone at (208) 388-2927. Supplier acknowledges that in some instances, IPC has a reporting obligation to regulators and other third parties in the event of an actual or suspected Security Incident and that Supplier's compliance with the foregoing notification obligation is necessary for IPC's compliance with regulatory and legal obligations. Notification of an actual or suspected Security Incident must include a description, to the extent known, of the nature of the event, the date and time of the event, suspected type and amount of information exposed, steps being taken to investigate the circumstances of the exposure and remediate or mitigate the Security Incident. In the event Supplier is required by law enforcement to withhold such notification, Supplier is under no obligation to notify IPC until such withholding is no longer required. Supplier shall provide written updates of the initial written notice to IPC addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Supplier shall cooperate with IPC in IPC's efforts to determine the risk to the bulk electric system (BES) posed by the Security Incident. In addition to all other remedies permitted under the Agreement and applicable law, Supplier shall be required to promptly remedy and mitigate any damages, losses, or expenses caused by a breach in the security of Supplier's systems, or Procured Systems, that adversely impacts IPC and take all measures as may be reasonably necessary to prevent any further Security Incident. Without obligating IPC to undertake any specific actions in the event of a Security Incident, Supplier must, at its sole cost and expense, cooperate with and assist IPC with any investigation of or response to a Security Incident, including but not limited to: (i) IPC's own investigation, analysis, and resolution of Security Incidents; (ii) providing disclosures and breach notifications to affected parties such as individuals, regulatory and law enforcement agencies; (iii) providing support to IPC if IPC decides to deliver such notices; and (iv) providing other remedial measure as may be requested or required under applicable laws related to the Security Incident. Supplier shall provide IPC with details of the investigation and final disposition of the Security Incident relevant to the Work provided to IPC or which may impact the confidentiality, integrity, or availability of such Work and of any IPC Data or systems or Procured Systems. Supplier shall reasonably cooperate with governmental authorities and non-governmental entities in any action or proceeding as may be deemed necessary by IPC as the result of such Security Incident. Within five calendar days of a Security Incident, Supplier shall develop and execute a plan that reduces the likelihood of the same or a similar Security Incident from occurring in the future consistent with the requirements of its Response Plan and industry standards (e.g., NIST Special Publication 800-61 and NIST Special Publication 800-184, as may be amended) and shall communicate the implementation of such plan to IPC to reduce a similar Security Incident. Supplier shall provide recommendations to IPC on actions that IPC may take to assist in the prevention of recurrence, as applicable or appropriate. If the Security Incident arises from a third-party supplier's software, equipment, or services, then if Supplier is permitted to disclose such information, Supplier shall provide updates to IPC of such third-party supplier's plan for the prevention of recurrence of such Security Incident. Except to the extent publicly available, any information provided hereunder by Supplier shall be treated as confidential and not disclosed to any third party without Supplier's prior written approval, unless required by applicable governmental entities. Within five calendar days of notifying IPC in writing of the Security Incident, Supplier shall recommend actions to be taken by IPC on IPC-controlled systems to reduce the risk of a recurrence of the same or a similar Security Incident, including, as appropriate, the provision of action plans and mitigating controls. Supplier shall coordinate with IPC in developing those action plans and mitigating controls. Supplier will provide IPC guidance, recommendations, and other necessary information for recovery efforts and long-term remediation and/or mitigation of cyber security risks posed to IPC Data, equipment, systems, networks, and Procured Systems as well as any information necessary to assist IPC in relation to the Security Incident.

30.8. Notification to Affected Parties. In the event a Security Incident results in IPC Data being Disclosed such that notification is required to be made to any person or entity, including without limitation any customer, shareholder, or current or former employee of IPC, under any applicable laws, including privacy and consumer protection laws, or pursuant to a request or directive from a governmental authority, such notification will be provided by IPC, except as required by applicable law or approved by IPC in writing. IPC will have sole control over the timing and method of providing such notification.

30.9. Audit Rights. Upon request, Supplier shall provide to IPC the opportunity to review a copy of the Supplier's policies, procedures, evidence and independent audit report summaries that are part of Supplier's cyber security framework (e.g., ISO-27001, SOC2). IPC or its third-party designee may, but is not obligated to, perform inspections, audits, or other tests of Supplier's IT or systems environment, including Procured Systems, and procedural controls to determine Supplier's compliance with the system, network, data, and information security requirements of this Agreement. Audits of Supplier shall be done with at least 30 calendar days' advance notice. These audits and tests will not unduly affect Supplier's operations and may include coordinated security tests, interviews of relevant personnel, review of documentation, and technical and physical inspections of Procured Systems, or Supplier's systems and networks. Supplier shall provide all information reasonably requested by IPC in connection with any such audits and shall provide reasonable access and assistance to IPC upon request. Supplier will comply, within reasonable timeframes at its own cost and expense, with all reasonable recommendations that result from such

inspections, tests, and audits. IPC reserves the right to view, upon request, any original security reports that Supplier has undertaken or commissioned to assess Supplier's own network security. If requested, copies of these reports will be reviewed on site at Supplier's facility at IPC's expense. Supplier will notify IPC of any such security reports or similar assessments once they have been completed. Any regulators of IPC or its affiliates shall have the same rights of audit as described herein upon request.

30.10. **Subcontractors.** To the extent that Supplier is permitted to engage subcontractors to perform, or otherwise provide support to assist Supplier to perform, any portion of the Work hereunder (each a "Subcontractor"), then:

- a) Supplier shall not share or disclose, or engage a Subcontractor to access, store, process, transmit, or otherwise possess any IPC Data or Procured Systems, unless and until such Subcontractor has agreed in writing to protect IPC Data and Procured Systems in a manner substantially similar (but in any case, no less restrictive) to that required of Supplier under the Agreement, and then only on a need-to-know basis;
- b) Supplier shall cause such Subcontractors to comply with the obligations and restrictions associated with substantially the same services, tasks, functions, and responsibilities performed by such Subcontractors that are applicable to Supplier under the Agreement, including, without limitation, those obligations set forth in these terms and conditions; and
- c) Supplier shall remain responsible for the services, tasks, functions, and responsibilities performed by Subcontractors to the same extent as if such services, tasks, functions, and responsibilities were performed directly by Supplier and, for purposes of the Agreement, such work shall be deemed work performed by Supplier.

30.11. **Indemnification.** In addition to any other indemnification obligations of Supplier set forth in the Agreement, Supplier shall indemnify, defend, and hold IPC, IPC affiliates, and its and their respective officers, directors, employees, representatives, agents, successors, and assigns harmless from, for, and against any and all Damages to the extent such Damages arise out of or in connection with: a) a Security Incident (including a Security Incident by a Subcontractor); or b) Supplier's, or any Subcontractor's, failure to comply with the requirements of this Section 30.

30.12. **Injunctive Relief.** Supplier acknowledges and agrees that any breach or threatened breach of the obligations set forth in these terms and conditions may result in a substantial likelihood of irreparable harm and injury to IPC, for which monetary damages alone may be an inadequate remedy, and which damages may be difficult to accurately measure. Accordingly, Supplier agrees that in addition to any other remedies available, IPC shall have the right to obtain injunctive relief as well as other equitable relief allowed by the federal and state courts. The foregoing remedy of injunctive relief is agreed to without prejudice to IPC's right to exercise any other rights and remedies it may have, including without limitation, the right to terminate the Agreement and seek damages or other legal or equitable relief.

30.13. **Actions Upon Termination of Agreement.** Within 30 calendar days of the later of (i) completion of the delivery of the Goods and Services to be provided under the Agreement, or (ii) the termination or expiration of this Agreement, Supplier shall:

- a) Physically seal and return via a bonded courier or as otherwise reasonably directed by IPC, all hardware and removable media owned or provided by IPC. IPC Data stored within that hardware and media shall not be removed or altered in any way.
- a) At no charge to IPC, provide to IPC a flat file export of IPC Data contained on Supplier systems using a mutually acceptable format (e.g. CSV, or other non-proprietary format). The export shall explicitly exclude the algorithms, logic, design, and coding methodology embodied in the Supplier's solution, website, software, and technology.
- b) Destroy all IPC Data contained on Supplier or third-party owned or operated systems, and other media. Supplier's destruction of IPC Data shall follow the latest version of NIST 800-88 (purge or destroy methods only). Supplier shall provide a certificate of destruction which shall enumerate the date of destruction, the method of destruction, the data sets involved, and the entity or individual who performed the destruction.

Within five days of the later of (i) completion of the delivery of the Goods and Services to be provided under this Agreement, or (ii) the termination or expiration of this Agreement, all IPC network communications links installed by or through Supplier shall be terminated and removed.

30.14. **Survival.** The rights and obligations set forth in these terms and conditions shall survive the expiration or termination of the Agreement for any reason.

31. **SUPPLIER CODE OF CONDUCT.** At all times during the term of this Agreement, Supplier agrees to comply with IPC's Supplier Code of Conduct, as revised from time to time, available at www.idahopower.com/AboutUs/BusinessToBusiness/default.cfm.

32. **DISPUTE RESOLUTION.** The Parties shall make reasonable efforts to negotiate resolution of any dispute arising out of or in connection with the Contract Documents prior to either Party taking legal action. Notwithstanding the foregoing, however, either Party may seek provisional legal remedies if in such Party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

33. **DISASTER RECOVERY AND BUSINESS CONTINUITY.** Supplier shall maintain commercially reasonable disaster recovery plans and procedures reasonably calculated to fully restore all Work ("Disaster Recovery Plan"), including any warranty, maintenance, and support services, under this Agreement within 72 hours of the occurrence of a Force Majeure Event affecting any Supplier facility (including any facility of any Subcontractor of Supplier). As used in this Section 33, "Force Majeure Event" means any delay in performance hereunder caused by: fire, flood, earthquake, atypical elements of nature, riots, civil disorders, rebellions or revolutions in any country, changes in governmental rules, laws, regulations, ordinances, permits, or licenses, relating to the Work, discovery of undisclosed hazardous materials, or any other cause beyond the reasonable control of such Party and not reasonably anticipatable by such Party. In the event of a Force Majeure Event resulting in the loss by Supplier of any IPC Data or other components of Work provided to IPC, Supplier shall promptly reprocess such data, resupply such Service components, and re-perform the Work, as applicable, at no additional charge to IPC. If Supplier moves performance of the Work to a different facility as a result of a Force Majeure Event, IPC shall not be charged for any additional costs associated with such move, including procurement or shipment costs for components stored or used at a secondary location. All obligations of Supplier under this Agreement shall be fully reinstated at the time that is 72 hours after the occurrence of such Force Majeure Event even if such Force Majeure Event is then continuing, the intent being that it is Supplier's responsibility to employ sufficient disaster recovery and business continuity planning that it is able to relocate the provision of the Work from a different Supplier facility, meeting

all requirements in this Agreement, within 72 hours of the occurrence of a Force Majeure Event affecting a particular facility. If Supplier does not restore Work within 72 hours, then IPC may terminate this Agreement upon written notice to Supplier.

34. **WORK PERFORMED IN WATER.** To the extent Supplier performs any portion of the Work in any waters located in the states of Idaho or Oregon, including but not limited to the Snake River and its tributaries, Supplier shall decontaminate all equipment and materials with pressurized water at a minimum temperature of 140 degrees Fahrenheit for a minimum of 10 minutes at an approved invasive species decontamination area. Items required to be decontaminated shall include, but not be limited to, waders, nets, shovels, buckets, hand tools, trackhoes, backhoes, boats, barges, dredges, docks, and any other equipment or materials that will be in contact with the waters located in the states of Idaho and Oregon. Supplier shall comply with all rules, regulations, and laws regarding invasive species, including but not limited to any additional governmental decontamination protocol in effect in the respective states.
35. **COMPLIANCE WITH LAWS AND POLICIES.** Supplier shall comply (and shall contractually cause all Subcontractors at any tier to comply) with all applicable IPC policies, as posted or otherwise communicated, and all federal, state, and local laws, rules, regulations, and permits applicable to the Work. If requested by IPC, Supplier shall provide to IPC a current Statement on Standards for Attestation Engagements No. 18 (SSAE18), Service Organization Control 1 report (SOC 1) during performance under this Agreement.

END OF GENERAL TERMS AND CONDITIONS—GOODS AND SERVICES