

June 3, 2020

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
Attn: Filing Center
201 High Street SE, Suite 100
Salem, OR 97301-3398

RE: UI ___—PacifiCorp's Request for Approval of an Affiliate Interest Agreement with Parts & Service Solutions LLC

PacifiCorp d/b/a Pacific Power encloses for filing its Request for Approval of an Affiliate Interest Agreement with Parts & Service Solutions LLC.

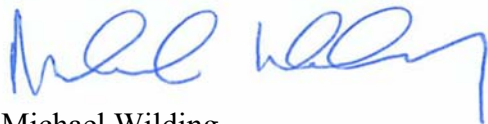
PacifiCorp respectfully requests that all data requests regarding this matter be addressed to:

By email (**preferred**): datarequest@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah Street, Suite 2000
Portland, Oregon, 97232-2152

Please direct informal inquiries with respect to this filing to Jennifer Angell, Regulatory Projects Manager, at (503) 813-4414.

Sincerely,



Michael Wilding,
Director, Net Power Costs & Regulatory Policy

Enclosures

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UI _____

In the Matter of the Application of
PACIFICORP d/b/a Pacific Power,

Requesting Approval of an Affiliate Interest
Agreement with Parts & Service Solutions
LLC

APPLICATION OF PACIFICORP

In accordance with ORS 757.495(1) and OAR 860-027-0040, PacifiCorp d/b/a Pacific Power (PacifiCorp or Company) requests approval from the Public Utility Commission of Oregon (Commission) of an affiliated transaction in which PacifiCorp will purchase National Institute for Occupational Safety and Health R95 classification particulate-filtering masks (R95 masks) from Parts & Service Solutions LLC (Parts & Service Solutions). The purchase of the protective R95 masks will transact under two purchase orders (Contract), the terms of which include PacifiCorp’s Purchase Order Standard Terms and Conditions. A copy of the Contract is provided as Confidential Attachment A.

The Company respectfully requests that the Commission approve the Contract as an affiliated interest agreement and allow it to purchase from Parts & Service Solutions the R95 masks, which are essential for the Company’s COVID-19 preparedness efforts in protecting its employees.

I. BACKGROUND

PacifiCorp is a wholly-owned indirect subsidiary of Berkshire Hathaway Energy Company (BHE). Further, BHE is a subsidiary of Berkshire Hathaway, Inc. (Berkshire Hathaway). Parts & Service Solutions is a limited liability company, which is a wholly-owned subsidiary of Pilot Co (Pilot Flying J), which is a subsidiary of Berkshire Hathaway.

RCW 80.16.010 includes in its definition of “affiliated interest,” “every corporation five percent or more of whose voting securities are owned by any person or corporation owning five percent or more of the voting securities of such public service company or by any person or corporation in any such chain of successive ownership of five percent or more of voting securities.” Therefore, Berkshire Hathaway’s ownership interest in PacifiCorp through BHE, and ownership interest in Parts & Service Solutions through Pilot Flying J creates an affiliated interest relationship between the PacifiCorp and Parts & Service Solutions.

PacifiCorp has a responsibility to provide safe and reliable service to its customers. The Company also has an obligation to protect its employees from harm and to provide them with personal protective equipment when necessary. Parts & Service Solutions is a provider of wholesale parts and services. The R95 masks are needed by PacifiCorp as a precautionary measure to ensure these responsibilities and obligations are fulfilled in light of the unprecedented COVID-19 global pandemic. Accordingly, the Contract between PacifiCorp and Parts & Service Solutions is in the public interest.

The Contract is provided as Confidential Attachment A. PacifiCorp requests confidential treatment for Contract in accordance with OAR 860-001-0070. These documents contains commercially sensitive pricing information that could expose the Company and Parts & Service Solutions to competitive injury if disclosure is unrestricted.

With this Application, PacifiCorp requests Commission authorization to continue to engage in business transactions with Parts & Service Solutions as described herein.

II. COMPLIANCE WITH OAR 860-027-0040 FILING REQUIREMENTS

A. Name and Address

The Company's name and address of its principal business office are:

PacifiCorp
825 NE Multnomah Street, Suite 2000
Portland, OR 97232-2152

B. Communications and Notices

All notices and communications pertinent to this Application should be addressed to:

Ajay Kumar
Senior Attorney
825 NE Multnomah Street, Suite 2000
Portland, Oregon 97232-2152
Telephone: (503) 813-5161
Email: ajay.kumar@pacificorp.com

PacifiCorp Oregon Dockets
825 NE Multnomah Street, Suite 2000
Portland, Oregon 97232-2152
Email: OregonDockets@pacificorp.com

Additionally, PacifiCorp respectfully requests that all information requests regarding this matter be addressed to:

By email (**preferred**)

datarequest@pacificorp.com

By regular mail

Data Request Response Center
PacifiCorp
825 NE Multnomah Street, Suite 2000
Portland Oregon 97232-2152

Informal inquires may also be directed to Jennifer Angell, Regulatory Projects Manager, at (503) 331-4414.

C. Relationship Between PacifiCorp and Affiliate Interest

PacifiCorp is a wholly-owned indirect subsidiary of BHE. BHE is a subsidiary of Berkshire Hathaway. Parts & Service Solutions is a subsidiary of Pilot Flying J, which itself is a subsidiary of Berkshire Hathaway. Therefore, Parts & Service Solutions is an "affiliated interest" of PacifiCorp as set forth in ORS 757.015(3).

D. Voting Securities

PacifiCorp and Parts & Service Solutions do not own voting securities of each other.

E. Common Officers and Directors

PacifiCorp and Parts & Service Solutions do not share any officers or directors.

F. Pecuniary Interest

No officer or director of either PacifiCorp or Parts & Service Solutions is a party to or has a pecuniary interest in the contemplated business transactions between PacifiCorp and Parts & Service Solutions.

G. Description of Goods and Services Provided; Cost(s) Incurred; Market Value; Pricing Methods

The transaction will provide PacifiCorp with 3,000 R95 masks to be issued among employees to augment their protective gear and worn, as required, for their safety and the safety of others. The value of the transaction with Parts & Service Solutions is approximately [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL].

H. Estimate of Amount PacifiCorp will Pay Annually for Services

The amount described in Section II.G above will occur in two payments.

I. Reasons Relied Upon for Procuring the Proposed Services, and Benefits to the Public

Entering into the Contract with Parts & Service Solutions is in the public interest because it supports the Company's obligation to safeguard employees with protective masks, thereby minimizing their exposure to the coronavirus. By maintaining a healthy workforce, the Company can ensure customers continue to benefit from safe and reliable service. If PacifiCorp's employees do not have adequate protective equipment, this could negatively impact PacifiCorp's ability to meet its customer service demands.

After determining the pricing, terms and conditions to be reasonable and given that Parts & Service Solutions was then the only supplier available, PacifiCorp has opted to enter into the Contract with Parts & Service Solutions.

J. Description of the Procurement Process

As a result of depleted worldwide stocks of R95 masks as emergency preparations in anticipation of the COVID-19 pandemic ramped up, Parts & Service Solutions is the only vendor able to supply PacifiCorp with the requisite number of masks it needs. PacifiCorp used its online procurement process to secure the orders.

K. Relationship of Cost of Provision of Services and Market Value

The price Parts & Service Solutions charges for the R95 masks to be supplied under the Contract are standard market prices for these types of particle respirators.

L. Contracts Between Affiliated Interest and PacifiCorp

The Contract between PacifiCorp and Parts & Service Solutions is provide as Confidential Attachment A.

M. Copy of Board Resolutions

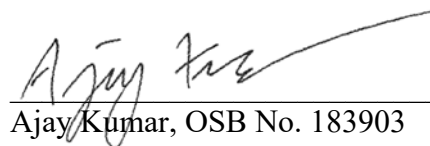
This transaction does not require approval from PacifiCorp's Board of Directors.

III. PRAYER FOR RELIEF

WHEREFORE, for the reasons set forth above, PacifiCorp respectfully requests a Commission order (1) finding that the agreements are consistent with the public interest; and (2) approving the Contract as an affiliated interest agreement, under the provisions of ORS 757.495 and OAR 860-027-0040.

DATED: June 3, 2020.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ajay Kumar", is written over a horizontal line.

Ajay Kumar, OSB No. 183903
Senior Attorney
PACIFICORP

**CONFIDENTIAL
ATTACHMENT A**

**Contract
Purchase Order Numbers 4500972174 and 4500972178**

PacifiCorp Procurement
825 NE Multnomah Street, Suite 1800
Portland, Oregon 97232

Purchase Order

Shipping Address PacifiCorp Portland Tech Ops 8111 NE Columbia Blvd PORTLAND OR 97218
Vendor Address PARTS AND SERVICE SOLUTIONS LLC 4833 LUMBER LANE STE 113 KNOXVILLE TN 37921 USA Attention: STEPHEN SWORDS Vendor Phone: (865) 474-3398 Vendor Fax:
Billing Address PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208 - 3040 When an alternative Billing Address is preferred, it will be noted below.

Information	
P.O. Number	4500972174
Date	03/05/2020
Vendor No.	416798
Payment Terms Description	NET 30
Buyer	Yvette Sit
Phone	(503) 813-6716
Fax	(503) 813-6198
Delivery Date	03/13/2020
Inco Terms Description	FOB Origin Collect
Inco Terms (Part X)	
<p>Show the Purchase Order Number on all packages, invoices, bills of lading and correspondence. Send invoices to Accounts Payable Department. Notify buyer immediately: (1) if unable to ship or deliver on dates specified below or (2) when description is incorrect or superseded. Any refund checks must be sent to the following address and not to individual employees.</p> <p>PacifiCorp PO Box 5504 Portland, OR 97208-5504</p>	

Shipping Instructions:

*****SHIPPING INSTRUCTIONS*****

SUPPLIERS ARE TO SHIP MATERIAL PER SHIPPING INSTRUCTIONS LISTED BELOW WHEN FREIGHT COSTS ARE PAID BY PACIFICORP. SUPPLIERS ARE NOT TO USE ANY ALTERNATE SHIPPING SUPPLIERS. ANY DEVIATIONS FROM THESE INSTRUCTIONS WITHOUT PRIOR AUTHORIZATION SHALL BE CONSIDERED AS THE SUPPLIERS AGREEMENT TO PAY ALL TRANSPORTATION CHARGES, REGARDLESS OF THE AMOUNT.

FOR ROUTINE SHIPMENTS WEIGHING BETWEEN 1 THRU 8000 LBS TO ENTER THE SHIPMENT ON-LINE PLEASE LOG-IN TO PACIFICORP FREIGHT PORTAL

[HTTP://WWW.PACIFICORPFREIGHT.COM](http://www.pacificorpfreight.com)
PLEASE ENTER OR PROVIDE YOUR PO # ON EACH LOAD SCHEDULED

FOR SHIPMENTS REQUIRING SPECIAL HANDLING, INCL EMERGENCY, HAZMAT, FLATBED, OR OVERSIZED LOADS, CONTACT ARDMORE AT: 877.916.7447 FOR PICK UP

ARDMORE POWER LOGISTICS WILL PROVIDE YOU A CARRIER AND BOL
3RD PARTY BILL TO:
PacifiCorp c/o Ardmore Power Logistics
24610 Detroit Ste 1200
Westlake, OH 44145

3rd PARTY OR DROP SHIPMENTS:

1. IT IS THE SUPPLIER'S RESPONSIBILITY TO INFORM ARDMORE OF THE PACIFICORP PURCHASE ORDER NUMBER WHICH IS REQUIRED ON ALL BILLS OF LADING. FAILURE TO LIST THE PO ON THE SHIPPING DOCUMENTS MAY RESULT IN SHIPMENT REFUSAL.
2. IT IS THE SUPPLIER'S RESPONSIBILITY TO INFORM ARDMORE OF THE CORRECT SHIPPING TERMS. ADDITIONAL FREIGHT COSTS FOR NOT FOLLOWING THESE INSTRUCTIONS ARE THE RESPONSIBILITY OF THE SUPPLIER.

PacifiCorp Procurement
825 NE Multnomah Street, Suite 1800
Portland, Oregon 97232

Purchase Order

DO NOT SHIP THE FOLLOWING IN CLOSED VANS OR TRAILERS:

- * PRODUCTS LONGER THAN 20 FEET
- * PRODUCTS WEIGHING MORE THAN 2,000 POUNDS PER PIECE
- * PALLETS EXCEEDING 6,000 POUNDS
- * BUNDLED PIPE, STEEL OR CONDUIT

ALL HEAVY PRODUCTS MUST BE PACKAGED IN A MANNER THAT A FORKLIFT COULD LIFT AND REMOVE EASILY.

DO NOT SHIP THE FOLLOWING TRANSMISSION AND DISTRIBUTION PRODUCTS INSIDE CLOSED VANS OR TRAILERS:

- * CONDUIT
- * STEEL CONDUIT ELBOWS
- * CROSS ARMS- STEEL OR WOOD (INCLUDING BRACES)
- * MAST ARMS
- * TRANSMISSION POLYMER INSULATOR IN CRATES
- * INSULTORS LONGER THAN A PALLET
- * POLES, ESPECIALLY FIBERGLASS OR ALUMINUM
- * TRANSFORMERS, SINGLE OR 3 PHASE
- * TRANSFORMER PAD BOXES
- * TRANSFORMER PADS AND VAULTS
- * GROUND SLEEVES (1 PH OR 3 PH)
- * PAD BOX FOR GROUND SLEEVES
- * SECONDARY JUNCTION BOXES (BOTH TYPES)
- * VAULTS
- * FIBERGLASS/EPOXY GUY INSULATORS OVER 6'
- * ANCHOR RODS
- * SWITCH PLATFORMS
- * CABLE ON REELS

DO NOT SHIP THE FOLLOWING POWER GENERATION PRODUCTS INSIDE CLOSED VANS OR TRAILERS:

- * BOILER TUBING
- * SOOTBLOWER FEED TUBES AND LANCES
- * CHEMICAL ITEMS CONTAINING HAZARDOUS MATERIAL
- * NUVALLOY PIPE FOR BOTTOM ASH SYSTEMS

ALL SHIPMENTS MUST DELIVER TO THE PACIFICORP PLANT BY 2:30 P.M. MONDAY THROUGH FRIDAY ONLY - RECEIVING CLOSED ON WEEKENDS.

DELIVERIES TO PACIFICORP LOCATIONS REQUIRE HARD HATS, STEEL TOED SHOES, AND SAFETY GLASSES

THE MATERIAL ON THIS PURCHASE ORDER SHALL BE COVERED BY INSURANCE AND PROVIDED ON AN ALL RISK BASIS TO INCLUDE DIRECT PHYSICAL LOSS OR DAMAGE FOR LOSSES RESULTING FROM DAMAGE DURING TRANSIT TO PROVIDE FULL REPLACEMENT COST OF THE COMPONENTS, SUPPLIES, AND/OR MATERIALS BEING SHIPPED.

Currency: USD

Item	Material/Description	Quantity	UM	Net Price	Per	UM	Net Amount
------	----------------------	----------	----	-----------	-----	----	------------

PacifiCorp Procurement
825 NE Multnomah Street, Suite 1800
Portland, Oregon 97232

Purchase Order

Item	Material/Description	Quantity	UM	Net Price	Per	UM	Net Amount
10	MASK,PARTICLE,DISPOSABLE,FIBER TYPE,R95 NOTE: For this line item please supply MASK, PARTICLE, DISPOSABLE, FIBER TYPE,ELASTIC STRAP, R95 masks NOTE: Upon receipt deliver all material on this line item to J. Carter.	1,500.00	EA	█	1	EA	█
Total Net Value						USD	█
<p>Vendor shall furnish the Goods and Services specified above in accordance with this Purchase Order, including the provisions set forth on the face hereof and any other provisions attached to, incorporated into, or otherwise made a part of this Purchase Order.</p>							

PACIFICORP PURCHASE ORDER STANDARD TERMS & CONDITIONS
(Rev. May 2019)

The terms and conditions issued with this purchase order shall be null and void in the circumstance where PacifiCorp and the Party to whom this purchase order is issued have a valid written agreement (duly executed by the authorized representatives of both parties) to which the items in this purchase order are identified.

1. DEFINITIONS. "Company" means PacifiCorp or any affiliates or subsidiaries whether direct or indirect acting through the business unit specified on the face of this Purchase Order. "Confidential Information" shall have the meaning as defined in the Contract and in addition include any information that identifies an individual or customer of Company, including but not limited to customer account numbers, customer addresses, customer energy usage information, credit or bank account numbers, social security numbers, passport or driver's license numbers, or any information not otherwise classified as public information by Company. "Contract" means the Purchase Order of which these terms and conditions are a part ("Purchase Order"), all documents incorporated by reference under the Purchase Order, these terms and conditions themselves with any confidentiality or non-disclosure agreement executed by Company and Supplier, and all exhibits and amendments to all such documents. "Data" shall mean any information, formulae, algorithms, or other content that the Company or the Company's employees, agents and end users upload, create or modify using any software provided pursuant to the Contract. Data also includes user identification information and metadata which may contain Data or from which the Company's Data may be ascertainable. "Items" mean any goods or services to be provided or performed by Supplier under the Contract as defined above. "Price" means the consideration to be paid by Company to Supplier under the Contract for the Items. "Security Breach" shall mean any act or omission that compromises either the security, confidentiality, or integrity of Company's Confidential Information, Data, systems and facilities or Company's physical, technical, administrative or organizational safeguards and controls relating to the protection of Company's Confidential Information, Data, systems, and facilities. Supplier means the party identified as the vendor on the face of this Purchase Order.

2. BLANKET ORDER. If the Purchase Order is designated by Company as a blanket order, Company shall be obligated to purchase only those quantities of Items which it specifically requests under release orders issued by Company to Supplier.

3. ACCEPTANCE OF ORDER. This Purchase Order for Items shall be accepted by Supplier upon receipt of the Purchase Order. Any timely commencement of Supplier's performance hereunder shall also be deemed to be an expression of Supplier's acceptance of this Order including these Terms and Conditions. No modification, alteration, or exception made by Supplier to the terms of this Contract shall be a part of this Purchase Order unless agreed to in a writing executed by the authorized representatives of both parties.

4. PRICE. The Price shall be as stated in the Purchase Order unless such price exceeds the lowest price at which Supplier is selling Items or similar items to its other customers as of the date of delivery to Company, in which case the lower price shall control. If there is no price stated in the Purchase Order, the Price shall not be higher than the most current charged or quoted Price to Company for such Items by Supplier. If there has been no previous charge or quotation by Supplier to Company for Items and if no price is set forth in the Purchase Order, Company shall have the right to return the Items. Supplier shall pay the cost of return transportation if Supplier charges a price which is in excess of the lowest price at which Supplier is selling Items to its other customers as of the date of delivery to Company. If prior to delivery of the Items, Company is able to purchase a portion or all of the Items, or similar items of like quality, at a price which is less than the Price, Company shall notify Supplier. Should Supplier fail to meet such lower price, Company may, at its option, purchase from the other source at the lower price, and in that event Company and Supplier shall be relieved of their obligations under the Contract in respect of that portion of the Items purchased from the other source.

The Price shall be exclusive of all taxes to be borne by Company arising out of Supplier's performance hereunder, including without limitation sales, use, unless specifically stated otherwise. Local sales and use taxes in all states shall be paid by Supplier and invoiced as a separate line item. The Supplier is responsible for all import or export duties and value-added taxes related to these units and all applicable parts.

5. ACCOUNTING AND AUDITING. Supplier shall keep accurate and complete accounting records in support of all cost billings to Company in accordance with generally accepted accounting principles. Company or its audit representative shall have the right at any reasonable time or times to examine, audit, and reproduce the records, vouchers, and their source documents which serve as the basis for compensation other than compensation which is fixed in amount by this Contract. Such documents shall be available for examination, audit, and reproduction for three (3) years after completion or termination of this Contract. All results of these audits shall be kept confidential between the two parties and their agents. Supplier shall assist Company with preparing necessary audit material and will allow Company to review any work papers prepared by independent auditors as allowed by professional standards. Any over-collections shall be returned within thirty (30) days from date of notice of overcharge. Audit findings will be considered to be final for the period audited.

- 6. CREDIT REQUIREMENTS.** Supplier shall meet the requirements of any one or more of clause (i), clause (ii) or clause (iii) below: (i) Supplier maintains a senior unsecured debt rating from Standard & Poor's of BBB- or better; (ii) if Supplier has no debt rating, Supplier meets ALL of the following credit standards: (a) tangible net worth equal to ten times the projected maximum exposure under this Contract, (b) no change in the condition of its earnings, net worth, or working capital over the last 24 months which would reasonably be anticipated to impair the Supplier's ability to meet its obligations under this Contract, and (c) Supplier is not in default under any of its other agreements and is current on all of its financial obligations, or (iii) Supplier shall post security reasonably satisfactory to Company. If requested by Company, Supplier shall within thirty (30) days provide Company with copies of its most recent annual and quarterly financial statements prepared in accordance with generally accepted accounting principles.
- 7. UNIFORM COMMERCIAL CODE.** The Uniform Commercial Code as adopted by the State in which the Items are delivered shall govern this Purchase Order, except as modified herein.
- 8. DRAWINGS-SPECIFICATIONS-PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING.** Supplier shall be fully and solely responsible for obtaining product data adequate to design, manufacture, fabricate, construct and deliver Items in compliance with all requirements of the Contract. Company shall retain all rights to all such documents it provides or causes to be provided to Supplier. Supplier shall consider all such documents to be confidential. Upon Company's request, Supplier shall promptly return to Company all such documents and copies thereof. Supplier shall not advertise or publish the fact the Company has contracted to purchase Items from Supplier, nor shall any information relating to the Purchase Order be disclosed without Company's prior written permission. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by Supplier to Company shall be deemed secret or confidential.
- 9. DELIVERY.** The Supplier shall deliver Items to Company on the date(s) indicated in the Purchase Order. If Supplier fails to make delivery of any part of the Items on the date(s) indicated, the Company may terminate and pursue other remedies. All shipments shall be delivered F.O.B. to the destination designated by Company in the Purchase Order, and risk of loss shall remain with Supplier until the Items are received by Company, its agent or consignee regardless of whether Company has made full payment for the items. A packing slip must accompany each such shipment, and if a shipment is to a consignee or agent of Company, a copy of the packing slip shall be forwarded concurrently to Company. If no such packing slip is sent, the count or weight determined by Company or its agent or consignee shall be final and binding on the other parties. Supplier, or the carrier it uses to transport Items, whichever is applicable, shall (a) maintain a "satisfactory" safety rating from the U.S. Department of Transportation and shall provide Company with written proof of such rating on request if the carrier is a motor carrier, and (b) maintain the insurance coverages and policy amounts required by Section 20, unless a larger amount is required by any federal, state, or local regulatory agency, in which event such larger amount shall be maintained.
- 10. WARRANTY.** Supplier warrants that for a period of two years after the delivery of or performance of the Items, the Items will (a) be of merchantable quality; (b) be fit for the Company's specified purposes; (c) be of high quality, and be free from defects in material and workmanship; (d) comply with the most stringent of Company's or Supplier's specifications, performance guarantees and requirements; and (e) comply with all nationally recognized codes and established industry standards. All Items shall be sold by Supplier to Company free and clear of any liens and encumbrances. Supplier's warranties and guarantees shall survive inspection, delivery, and acceptance of the Items and/or payment by Company. If the Items do not conform to any of these warranties then, at Company's option, Supplier shall repair or replace the defective Items, F.O.B. Company's designated site at Supplier's expense, or in the case of services, re-perform the services at Supplier's expense. Supplier shall be responsible for all expenses and damages which Company incurs, including, but not limited to, incidental and consequential damages. The foregoing warranties and obligations shall also apply to the Items supplied by Supplier in such repair, replacement, or performance. Supplier shall immediately transfer to Company the benefit of any manufacturer's warranties.
- 11. RESTOCKING FEE.** In the event that Supplier supplies incorrect or defective Items or fails to deliver Items on or before the delivery date, or this order is terminated for cause, Company shall have no obligation to pay restocking or similar fees to Supplier. Moreover, in no event shall Company be required to pay restocking or similar fees to Supplier unless a mutually acceptable fee is agreed to in a writing executed by the authorized representatives of both parties.
- 12. CHANGES.** Company shall have the right to make changes (including additions and/or omissions) from time to time in the Items, any specifications and/or drawings which are a part of the Contract. Company shall give Supplier written notice of any such change. Any claims by Supplier for adjustments in price or delivery terms after its receipt of Company's change order must be asserted in writing to Company not more than ten (10) days after such receipt by Supplier, or such claim shall be deemed to have been waived.
- 13. PAYMENTS AND INVOICES.** Unless otherwise specified in the Purchase Order or in a separate written instrument signed by Company, no invoice shall be issued by the Supplier prior to the shipment or performance of the Items, and no payment shall be made prior to receipt of such Items and approval of an invoice for such Items. Company may withhold any payment otherwise due under the Contract to the extent necessary to offset any claim Company may have or assert against Supplier.
-

- 14. INSPECTION AND PRE-WARRANTY PERIOD DEFECTS.** Company may inspect any Items ordered hereunder during their manufacture, construction or preparation at reasonable times and shall have the right to inspect such Items at the time of their delivery and/or completion. Items furnished hereunder may at any time prior to the beginning of the warranty period stated above in Section 10 be rejected for defects revealed by inspection or analysis even though such Items may have previously been inspected and accepted. Such rejected Items may, at Company's option, be returned to Supplier for full refund to Company, including removal, shipping and transportation charges.
- 15. PATENT, TRADE SECRET, AND COPYRIGHT INFRINGEMENT.** Supplier shall settle or defend, at its sole expense and shall indemnify and save Company harmless from any costs, expenses, losses, and damages resulting from any claims, suits, or proceedings brought against Company which are based upon a claim that the Items, or any part thereof infringe on any patent, trade secret or copyright in case the Items or any part thereof furnished hereunder constitute infringement. Supplier shall, at its sole expense and at its option (1) procure for Company the right to continue using the goods or part thereof; (2) replace the same with substantially equal but non-infringing Items, (3) modify the Items so as to become non-infringing; or (4) upon written approval of Company, remove the Items at Supplier's sole expense and refund the Purchase price and the transportation, installation, and removal costs thereof.
- 16. COMPLIANCE WITH LAWS AND REGULATIONS.** Supplier warrants that all goods, services and labor provided pursuant to this Purchase Order have been provided in compliance with all applicable laws and regulations, and all applicable executive, judicial and administrative orders, as each may be applicable to the work performed hereunder, and based on total anticipated dollar value of this Purchase Order. Without limiting the generality of the foregoing, Supplier specifically warrants its compliance with the Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010. Supplier and any subcontractors shall also abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or discussion of compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Supplier and any subcontractors shall also abide by the requirements of Executive Order 11246, as amended, to develop and implement a written affirmative action program (AAP) and Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises) and the Small Business Act. To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this Purchase Order.
- 17. CONFLICT MINERALS.** Supplier shall provide to Company information on the content of products, manufactured or contracted to be manufactured by Supplier for Company, that utilize or contain the "conflict minerals" wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals: tantalum, tin and tungsten. The information will be provided in a form that will allow Company to verify compliance with Section 1502 of the Dodd-Frank Act (the U.S. Conflict Minerals Law) and will include evidence of the origin or sources of the conflict minerals. The information will be submitted at or prior to the time of delivery of products in a form approved and/or designated by Company from time to time. Supplier shall obtain Company's prior written consent before providing any products to Company that include conflict minerals originated from the Democratic Republic of Congo or the nine adjoining conflict countries; Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia. Supplier shall maintain effective accounting procedures, internal controls and audit procedures necessary to record the country and place of origin of all minerals included in products provided to Company, and to verify compliance with this Section. Company shall be permitted to audit such records as reasonably necessary to confirm Supplier's compliance with this Section. Supplier shall indemnify and hold Company harmless for all fines, penalties, expenses or other losses sustained by Company as a result of Supplier's breach of this Section.
- 18. LIENS.** Supplier hereby waives its rights to any mechanic's lien or other lien under any applicable statutes or otherwise for all Items furnished in connection with the Contract. Prior to Supplier's receipt of each payment under the Contract, Supplier shall deliver to Company all affidavits, lien releases, materialmen's certificates and other documents required by Company under the applicable lien laws. If at any time there shall be evidence of the existence of any such lien or claim for work done or Items, materials, services or equipment furnished by Supplier or any other party in connection with the Contract, the Company may use money then due or to become due under the Contract to discharge such lien or satisfy such claim and may credit such amounts against the amounts due or to become due to the Supplier.
- 19. INDEMNITY.** Supplier shall indemnify and hold Company and its employees, directors, officers and agents harmless from and against all expenses, costs, charges, damages, claims, suits, losses, fines, penalties or liabilities (including attorney's fees) of every kind whatsoever by reason of, arising out of, or in any way connected with accidents, occurrences, injuries, or losses to, or of any person, or property including, without limitation thereto, loss of use of property, which may occur before or after delivery of the completed Items to Company, or resulting from, in whole, or in part, the sale, design, preparation, manufacture, fabrication, construction, completion, transportation, delivery, failure to deliver, and/or installation of the items and/or services, excluding only such as are caused by the sole negligence of Company, but not excluding situations where the Company's negligence consists of failure to discover a condition caused or permitted to exist by the Supplier or any of its subcontractors. If Supplier is not responsible for any installation or services or supervision related to installation under the Contract, Supplier shall have no liability under this Section 19 for any of the above resulting entirely from acts or omissions in the performance of such installation. Supplier, in any indemnification claim hereunder, hereby expressly and without reservation waives any defense or immunity it may have under any applicable Worker's Compensation laws or any other statute or judicial decision, disallowing or limiting such indemnification where an employee of Supplier makes a claim against any indemnitee herein, and Supplier consents to a cause of action for indemnity.

20. INSURANCE. Supplier shall take out and maintain with a carrier or carriers having an A.M. Best Insurance Reports rating of A-:VII or better the following minimum insurance coverage at its expense for the duration of the Contract (including all warranty periods thereunder) covering all of Supplier's obligations under the Contract:

- (a) Workers Compensation - comply with all applicable workers' compensation laws and furnish proof thereof satisfactory to Company prior to commencing work or services. If work or services is to be performed in Washington or Wyoming, Supplier will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap (employer's liability) endorsement;
- (b) Employer's Liability - limits not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit;
- (c) Commercial General Liability - with a minimum single event limit of \$1,000,000 per occurrence/\$2,000,000 general aggregate to protect against and from all loss by reason of injury to persons or damage to third party property, including Supplier's employees and all third persons, and property of all third parties based upon and arising out of the negligent acts or omissions of the Supplier's operations hereunder, including the operations of its subcontractors of any tier;
- (d) Professional Liability - covering damages arising out of negligent acts, errors, or omissions committed by Supplier in the performance of the work or services provided under the Contract, with a liability limit of not less than \$1,000,000 each claim. Supplier shall maintain this policy for a minimum of two (2) years after completion of the work or services or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of work or services under this Contract and caused by any error, omission, breach or negligent act for which the Supplier is held liable;
- (e) Network Security & Privacy Liability. If the Work or Services under the Contract involves the rendering of IT services including, but not limited to: software, software or hardware or systems development or consulting services; internet/application services (e.g., web hosting); providing content; connections to systems, technology or network(s); or if Contractor in any way collects, obtains, maintains or in any way accesses or uses Confidential Information, then Contractor, and its Subcontractors shall maintain Network Security & Privacy Liability coverage, including Professional Errors & Omissions, throughout the term of this Contract and for a period of two (2) years thereafter, with a minimum required limit of \$5,000,000 Each Claim.
- (f) Business Automobile Liability - with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to Supplier's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the work; and
- (g) Umbrella Liability - with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits required in Employers' Liability insurance, Commercial General Liability insurance and Business Automobile Liability insurance above. Insurance coverage provided on a "claims-made basis" shall be kept in effect for the longer of two years from the date of Company's initial commercial use of the Items and for such other length of time necessary to cover liabilities arising out of the work or services provided under the Contract. All policies required by this Contract shall include provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company (including self-insurance) is excess and not contributory insurance with the insurance required hereunder. All required insurance policies shall not contain any provisions prohibiting waivers of subrogation. None of the above insurance coverage shall be cancelable except upon thirty (30) days prior written notice to the Company and to all other insured parties, and Supplier shall provide Company with a copy of any such cancellation notice immediately after Supplier's receipt of it. Supplier shall include Company as an additional insured on all liability insurance. If Supplier is subject to any no fault insurance requirements, it shall adhere to all applicable laws and regulations pertaining to such no fault insurance. In addition to the provisions of Section 19 above, in the event of a lawsuit or claim by an employee of Supplier or of any of its subcontractors against Company, or any of Company's agents, officers, directors, or employees for any injury (including, but not limited to death) or disease arising out of, related to, or claimed to have risen out of, or to have been related to the employee's employment in the performance of the Contract, Supplier, on behalf of itself and its Workers' Compensation carrier, hereby transfers and assigns to Company and shall cause each of its subcontractors to transfer and assign to Company any and all liens or subrogation rights that it or their insurers may have for Workers' Compensation benefits paid to the employee. On Company's request, Supplier shall provide certificates of insurance and renewals evidencing insurance.

21. TERMINATION, SUSPENSION OR DELAY. Company shall have the right at any time to terminate, suspend, or delay the Contract in whole or in part by prior written notice to Supplier. Immediately after receipt of such notice, Supplier shall stop all performance hereunder except as may otherwise be directed by Company. In the case of termination of the Contract, Supplier shall then transfer to Company, in accordance with Company's directions, and whether located on the job site, in a vendor's or manufacturer's facility or elsewhere, all materials and all information accumulated, specifically prepared or acquired by Supplier for use in relation to the design, development, manufacture, assembly, shipment, installation, operation, maintenance or repair of the Items and all supplies, shop drawings, work in process, equipment, machinery or parts prepared, acquired or used by the Supplier in connection with such Items and for which the Supplier is to be reimbursed hereunder, and all working drawings, sketches, specifications, and other information accumulated, prepared or acquired by Supplier with respect to such Items. The Supplier shall, if directed by the Company and to the extent stated in the notice of termination, suspension or delay, make all efforts necessary to preserve the work in progress and to protect the Items whether still at Supplier's manufacturing facilities or in transit to Company's facilities. If Supplier is not then in default in the performance of any of its obligations hereunder, and if Supplier has taken reasonable steps to mitigate its damages resulting from such termination. Company shall pay to Supplier, as Supplier's sole and exclusive remedy for termination under this Section 21, to the extent not already paid to Supplier an amount equal to: (a) reasonable and documented costs incurred by Supplier in accordance with the Contract prior to Suppliers' receipt of notice of termination, plus, (b) the reasonable and documented costs and charges incurred by Supplier in winding up its activities under the Contract prior to the effective termination date, provided, however, that the amounts listed in (a) and (b) of this Section 21 plus prior payments to Supplier shall in no event exceed the Contract Price. If the suspension or delay is not followed by a termination of the Contract, Company shall have no obligation or make any payments to Supplier after the effective date of the suspension or delay other than, to the extent not already paid to Supplier, Supplier's reasonable and documented costs incurred in accordance with the Contract prior to such effective date which are not reduced or eliminated by appropriate mitigative action by Supplier. Before Company resumes performance under the Contract following such suspension or delay, Supplier and Company shall negotiate in good faith on the adjustments, if any, which may be required in payments to Supplier or in the Contract Price to avoid inequities either to Supplier or Company.

22. DEFAULT. If the Supplier: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, the Company may, in addition to its rights under Section 13 above, at its option either cure the default at Supplier's expense or terminate the Contract after first giving Supplier three (3) days written notice to cure such default. Immediately after such termination, Company may: (i) take possession of the Items wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable Company to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Supplier any amount then due under the Contract after taking full credit for any offsets to which Company may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from the Supplier any additional expense, losses or damage which Company may suffer.

23. WORK ON PREMISES. Before Supplier provides any services or work on Company's premises, Supplier will examine the premises and any specifications or other documents furnished in connection with the Items and satisfy itself as to the condition of the premises and site. No allowance shall be made in respect of any error as to any of the foregoing on the part of Supplier. Supplier shall at all times keep the premises free from accumulations of waste material or rubbish. At the completion of installation of the Items, Supplier shall leave the premises and the Items broom-clean.

24. SUPPLIER'S PERSONNEL/DRUGS, ALCOHOL, AND FIREARMS. Supplier shall employ in the performance of the work only persons properly qualified for the same. Supplier shall at all times enforce strict discipline and good order among its employees and the employees of any sub-Supplier of any tier. Supplier shall not permit or suffer the introduction or use of any firearms, illegal drugs, or intoxicating liquor upon the work under this Contract, or upon any of the grounds occupied or controlled by Supplier. Supplier shall immediately remove from the work any person found to be in violation of the above restriction and such person shall not again be employed in the performance of the work herein without the express written consent of Company.

25. CRIMINAL BACKGROUND CHECK, IDENTITY VERIFICATION AND RELATED SCREENING. If requested by the Company, the Supplier shall conduct, at Supplier's cost and expense, criminal background checks for the current and past countries of residence on all employees, agents, subcontractors or independent contractors and the employees, agents or representatives of subcontractors or independent contractors, that have electronic or physical access to work or Company site. At a minimum, a social security number verification and seven-year criminal background check, including felony or misdemeanor convictions involving: (a) violence to persons/property; (b) theft/fraud; (c) drug/alcohol; or (d) traffic/other are required. Employment history, education verification, and professional certifications may also be required by the Company. All background checks will be conducted in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any. Supplier shall not allow persons who have not met the Company's criteria to perform work, unless Supplier has received assent from Company. Supplier shall supply a certification that meets Company's criteria for each Supplier employee, agent or representative and for employees, agents or representatives of any subcontractor or independent contractor employed by Supplier. Supplier shall ensure that employees, agents, subcontractors or independent contractors and the employees of subcontractors or independent contractors sign an appropriate authorization form prior to criminal background checks being conducted, acknowledging the background check is being conducted and authorizing the information obtained to be provided to Company.

Supplier shall have and ensure compliance with a substance abuse/drug and alcohol policy that complies with all applicable federal, state and/or local statutes or regulations. In addition, if requested by Company, Supplier shall ensure a drug test, at Supplier's cost and expense, for all employees, agents, subcontractors or independent contractors and the employees, agents or representatives of subcontractors or independent contractors, that have electronic or physical access to work or Company site has been completed prior to assignment at Company. Such drug test shall be a five (5) Panel Drug Test, which should be recognizable at testing labs as a "SamHSA5 panel at 50NG - THC cut-off".

Certification of assigned worker compliance with the criminal background check and the drug test shall be submitted to Company as described in the Company Criteria form.

For any assigned worker who has had a recent background check or drug test, then "recent" shall be defined as less than six (6) months prior to the assignment date. Such recent background check or drug test shall be documented per the previous paragraph.

Supplier shall ensure Department of Transportation compliance, including but not limited to valid drivers license, equipment inspections, hours of service and all appropriate documentation for any assigned worker who may drive while on assignment to Company.

Supplier warrants that Supplier, its employees, agents, Subcontractors or independent contractors and the employees of Subcontractors or independent contractors have met the Company's criteria or received assent from the Company and are in compliance with Supplier's substance abuse/drug and alcohol policy.

It is understood and agreed that Company may review Supplier's policies, background checks and related documentation upon request, subject to applicable federal, state and/or local statutes or regulations. Company may also request that Supplier provide an ongoing and updated list of persons that have been denied access to Company work or site.

- 26. BUSINESS ETHICS.** Supplier, its employees, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the conduct of work for the Company.
- 27. INDEPENDENT CONTRACTOR.** Supplier is acting as an independent contractor, and the manner and means of conducting the work which is a part of the Items will be under Supplier's sole control subject to compliance with all of the terms of the Contract and to the continuing right of inspection by Company's representatives. Supplier shall fully comply with all applicable employer and liability laws and Worker's Compensation acts of each state or political subdivision in which the Items are to be constructed or located.
- 28. NON-WAIVER.** The failure of Company to insist upon strict performance of any of the provision of the Contract or to exercise any rights or remedies provided thereunder, or Company's delay in the exercise of any such rights or remedies, shall not release Supplier from any of its responsibilities or obligations imposed by law or by this Purchase Order and shall not be deemed a waiver of any right of Company to insist upon strict performance of this Contract.
- 29. ASSIGNMENT.** Supplier may not assign the Contract or any right thereunder without the prior written consent of Company and any assignment without such consent shall be void. Company may assign the Contract to any of its parent, divisions, affiliates, or subsidiary companies that agree to be bound by the terms and conditions, and applicable appendices or exhibits set forth herein.
- 30. ENTIRE AGREEMENT.** The Contract sets forth the entire agreement between Supplier and Company on the subjects covered herein. No terms, conditions, understanding or agreement purporting to modify or vary the terms of the Contract shall be binding unless made in writing and acknowledged by Supplier and Company. Any terms and conditions any other purchase order, release order, acknowledgment, invoice or other form issued by Supplier which conflicts in any way with the terms and conditions of this Contract are superseded by this Contract.
- 31. SEVERABILITY.** In the event that any words, phrase, clause, sentence or other provision of the Contract shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision of the Contract.
- 32. GOVERNING LAW.** Except where Company's job site is located in a state other than the State where the goods are received and its laws with respect to mechanics liens, workers' compensation and other employer-employee relations matters and/or local taxation otherwise require, the Contract and all the performance thereunder shall be governed by and construed in accordance with the laws of the State where the goods are received. The parties agree that the United Nations Convention on Contracts for the International sale of goods shall not apply to this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.
- 33. FORUM.** The local, state and federal courts having jurisdiction over the location where the Items are to be used by Company shall have exclusive jurisdiction over all litigation related to the Contract.
- 34. ALLOCATION.** In the event of a partial failure of Supplier's sources of supply, Supplier will first meet all of Company's requirements hereunder prior to any allocation among other customers.
- 35. CYBER SECURITY**
- 35.1 SCOPE OF THIS ARTICLE.** This Article applies to Contractor and its Personnel and Subcontractors that provide hardware, software, or services to the Company that may impact the confidentiality, integrity, or availability of the Company's networks, systems, software, Data, or Confidential Information for the term of the Contract.
- 35.2 CYBER SECURITY CONTROLS.** Contractor shall have and maintain security controls to protect the Company's networks, systems, software, Confidential Information, and Data that are no less rigorous than the latest published version of ISO/IEC 27001 - *Information Security Management Systems-Requirements*, and ISO/IEC 27002 - *Code of Practice for International Security Management*.
- Contractor agrees to disclose to the Company known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.
 - Contractor warrants that the hardware, software, and patches provided under the Contract, will not contain malicious code or any unwanted or unexpected features. Contractor agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Contractor.
 - Contractor shall follow all applicable Company requirements for Contractor-initiated interactive remote access and system-to-system remote access with Contractor. To the extent Contractor's Personnel will have interactive remote access to Company's networks, systems or applications, Contractor's Personnel will use multi-factor authentication provided by the Company. Authentication tokens and passwords must not be shared. Upon either (i) Personnel termination actions or (ii) changes in the status of Personnel which removes their need for remote access, Contractor shall report such termination or change in status to the Company's Service Desk by telephone and email as soon as practicable and no later than close of the same business day. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.
-

35.3 OVERSIGHT OF COMPLIANCE. As evidence of compliance, Contractor shall either:

- a. Provide annually to the Company a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the scope of the contract; or,
- b. Provide annually to the Company a copy of ISO 27001 certification covering the scope of the contract; or,
- c. Provide annually to the Company a third-party audit covering the security controls relevant to hardware, software, or services provided under this contract. Audit results and Contractor's plan to correct any negative findings must also be made available to the Company; or,
- d. Allow Company to conduct an assessment, audit, examination, or review of Contractor's security controls to confirm Contractor's adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Contractor's privacy and security practices. Company may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Company. Company shall give Contractor no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Company may review all controls in Contractor's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Contract. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Contract.

35.4 SECURITY BREACH PROCEDURES; EQUITABLE RELIEF. In the event of a Contractor, or subcontractor Security Incident affecting the Company, the Company's networks, systems, software, Data, or the Company's Confidential Information,

- a. Contractor shall: (i) notify the Company of the Security Incident as soon as practicable, but no later than 48 hours after Contractor becomes aware of it, by telephone and email; and (ii) provide the Company with the name and contact information for any Personnel who shall serve as Contractor's primary security contact and shall be available to assist the Company with Security Incident management, response, and recovery associated with the Security Incident.
- b. Immediately following Contractor's notification to the Company of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Contractor agrees to coordinate with Company in Company's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Company.
- c. Contractor shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Contractor's expense in accordance with applicable privacy laws, regulations, and standards. Contractor shall reimburse Company for actual reasonable costs incurred by Company in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.
- d. Contractor shall fully cooperate at its own expense with Company in any litigation or other formal action deemed reasonably necessary by Company to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.
- e. Contractor acknowledges that any breach of Contractor's obligations set forth in this Article may cause Company substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Company is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Company may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

35.5 OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE. In addition to any other obligations that arise on termination or expiration of this Contract, the Parties agree that, on any expiration or termination of this Contract, upon completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request, regardless of the circumstance.

- a. Contractor shall immediately surrender to Company all access cards, security passes, passwords and other such devices granting access to any Work Site or to Company networks or computer systems; and (i) Contractor shall return any Data that is in its care, custody or control to Company in the format requested by Company and Contractor shall, after receiving Company's written confirmation that it can read the Data provided by Contractor, permanently delete any copies of the Data in Contractor's care, custody or control. (ii) Contractor will return to Company all hardware and removable media provided by Company that contains Company Information. Company Information in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. If the hardware or removable media containing Company Information is owned by Contractor or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request. Contractor's destruction or erasure of Company Information pursuant to this Article must be in compliance with NIST or ISO Standards.

Prior to the expected expiration or termination of a Contract Document by either Party for any reason, or prior to the expected expiration or termination of this Contract for any reason, including the default of the terms of a Contract Document or a default under this Contract, Contractor agrees to provide Company with the reasonable assistance services requested by Company. These services will include, at a minimum, converting data, providing parallel services until Company has transitioned to a new system, providing on-site technical support, cooperating with Company or its designated vendor in developing required interfaces, and such other assistance services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to Company or its new provider of services. The Parties agree that assistance services may extend beyond the Term as reasonably required by Company.

35.6 PROHIBITED VENDORS. Contractor may not use the services or products of any company identified by the US Government and/or regulatory authorities as a security threat in the provision of Work or Services to Company, either directly or via subcontractors. The current list of prohibited vendors includes Da Jiang Innovations (DJI), AO Kaspersky Lab, ZTE Corporation, and Huawei Technologies Co. Inc. If Contractor fails to abide by this requirement, Company will provide Contractor with notice and a 30 day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

36. APPLICATION FOR SERVICES. These standard terms and conditions shall apply to the provision of all goods and the performance of all services included in or contemplated by this Purchase Order. However, in the event that any term or condition of this Purchase Order cannot reasonably be applied to the performance of any service included in or contemplated by this Purchase Order, such term or condition shall be deemed inapplicable thereto.

PacifiCorp Procurement
825 NE Multnomah Street, Suite 1800
Portland, Oregon 97232

Purchase Order

Shipping Address PacifiCorp Salt Lake Metro 1569 West North Temple SALT LAKE CITY UT 84116
Vendor Address PARTS AND SERVICE SOLUTIONS LLC 4833 LUMBER LANE STE 113 KNOXVILLE TN 37921 USA Attention: STEPHEN SWORDS Vendor Phone: (865) 474-3398 Vendor Fax:
Billing Address PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208 - 3040 When an alternative Billing Address is preferred, it will be noted below.

Information	
P.O. Number	4500972178
Date	03/05/2020
Vendor No.	416798
Payment Terms Description	NET 30
Buyer	Yvette Sit
Phone	(503) 813-6716
Fax	(503) 813-6198
Delivery Date	03/13/2020
Inco Terms Description	FOB Origin Collect
Inco Terms (Part X)	
<p>Show the Purchase Order Number on all packages, invoices, bills of lading and correspondence. Send invoices to Accounts Payable Department. Notify buyer immediately: (1) if unable to ship or deliver on dates specified below or (2) when description is incorrect or superseded. Any refund checks must be sent to the following address and not to individual employees.</p> <p>PacifiCorp PO Box 5504 Portland, OR 97208-5504</p>	

Shipping Instructions:

*****SHIPPING INSTRUCTIONS*****

SUPPLIERS ARE TO SHIP MATERIAL PER SHIPPING INSTRUCTIONS LISTED BELOW WHEN FREIGHT COSTS ARE PAID BY PACIFICORP. SUPPLIERS ARE NOT TO USE ANY ALTERNATE SHIPPING SUPPLIERS. ANY DEVIATIONS FROM THESE INSTRUCTIONS WITHOUT PRIOR AUTHORIZATION SHALL BE CONSIDERED AS THE SUPPLIERS AGREEMENT TO PAY ALL TRANSPORTATION CHARGES, REGARDLESS OF THE AMOUNT.

FOR ROUTINE SHIPMENTS WEIGHING BETWEEN 1 THRU 8000 LBS TO ENTER THE SHIPMENT ON-LINE PLEASE LOG-IN TO PACIFICORP FREIGHT PORTAL

[HTTP://WWW.PACIFICORPFREIGHT.COM](http://www.pacificorpfreight.com)
PLEASE ENTER OR PROVIDE YOUR PO # ON EACH LOAD SCHEDULED

FOR SHIPMENTS REQUIRING SPECIAL HANDLING, INCL EMERGENCY, HAZMAT, FLATBED, OR OVERSIZED LOADS, CONTACT ARDMORE AT: 877.916.7447 FOR PICK UP

ARDMORE POWER LOGISTICS WILL PROVIDE YOU A CARRIER AND BOL
3RD PARTY BILL TO:
PacifiCorp c/o Ardmore Power Logistics
24610 Detroit Ste 1200
Westlake, OH 44145

3rd PARTY OR DROP SHIPMENTS:

1. IT IS THE SUPPLIER'S RESPONSIBILITY TO INFORM ARDMORE OF THE PACIFICORP PURCHASE ORDER NUMBER WHICH IS REQUIRED ON ALL BILLS OF LADING. FAILURE TO LIST THE PO ON THE SHIPPING DOCUMENTS MAY RESULT IN SHIPMENT REFUSAL.
2. IT IS THE SUPPLIER'S RESPONSIBILITY TO INFORM ARDMORE OF THE CORRECT SHIPPING TERMS. ADDITIONAL FREIGHT COSTS FOR NOT FOLLOWING THESE INSTRUCTIONS ARE THE RESPONSIBILITY OF THE SUPPLIER.

PacifiCorp Procurement
825 NE Multnomah Street, Suite 1800
Portland, Oregon 97232

Purchase Order

DO NOT SHIP THE FOLLOWING IN CLOSED VANS OR TRAILERS:

- * PRODUCTS LONGER THAN 20 FEET
- * PRODUCTS WEIGHING MORE THAN 2,000 POUNDS PER PIECE
- * PALLETS EXCEEDING 6,000 POUNDS
- * BUNDLED PIPE, STEEL OR CONDUIT

ALL HEAVY PRODUCTS MUST BE PACKAGED IN A MANNER THAT A FORKLIFT COULD LIFT AND REMOVE EASILY.

DO NOT SHIP THE FOLLOWING TRANSMISSION AND DISTRIBUTION PRODUCTS INSIDE CLOSED VANS OR TRAILERS:

- * CONDUIT
- * STEEL CONDUIT ELBOWS
- * CROSS ARMS- STEEL OR WOOD (INCLUDING BRACES)
- * MAST ARMS
- * TRANSMISSION POLYMER INSULATOR IN CRATES
- * INSULTORS LONGER THAN A PALLET
- * POLES, ESPECIALLY FIBERGLASS OR ALUMINUM
- * TRANSFORMERS, SINGLE OR 3 PHASE
- * TRANSFORMER PAD BOXES
- * TRANSFORMER PADS AND VAULTS
- * GROUND SLEEVES (1 PH OR 3 PH)
- * PAD BOX FOR GROUND SLEEVES
- * SECONDARY JUNCTION BOXES (BOTH TYPES)
- * VAULTS
- * FIBERGLASS/EPOXY GUY INSULATORS OVER 6'
- * ANCHOR RODS
- * SWITCH PLATFORMS
- * CABLE ON REELS

DO NOT SHIP THE FOLLOWING POWER GENERATION PRODUCTS INSIDE CLOSED VANS OR TRAILERS:

- * BOILER TUBING
- * SOOTBLOWER FEED TUBES AND LANCES
- * CHEMICAL ITEMS CONTAINING HAZARDOUS MATERIAL
- * NUVALLOY PIPE FOR BOTTOM ASH SYSTEMS

ALL SHIPMENTS MUST DELIVER TO THE PACIFICORP PLANT BY 2:30 P.M. MONDAY THROUGH FRIDAY ONLY - RECEIVING CLOSED ON WEEKENDS.

DELIVERIES TO PACIFICORP LOCATIONS REQUIRE HARD HATS, STEEL TOED SHOES, AND SAFETY GLASSES

THE MATERIAL ON THIS PURCHASE ORDER SHALL BE COVERED BY INSURANCE AND PROVIDED ON AN ALL RISK BASIS TO INCLUDE DIRECT PHYSICAL LOSS OR DAMAGE FOR LOSSES RESULTING FROM DAMAGE DURING TRANSIT TO PROVIDE FULL REPLACEMENT COST OF THE COMPONENTS, SUPPLIES, AND/OR MATERIALS BEING SHIPPED.

Currency: USD

Item	Material/Description	Quantity	UM	Net Price	Per	UM	Net Amount
------	----------------------	----------	----	-----------	-----	----	------------

PacifiCorp Procurement
825 NE Multnomah Street, Suite 1800
Portland, Oregon 97232

Purchase Order

Item	Material/Description	Quantity	UM	Net Price	Per	UM	Net Amount
10	MASK,PARTICLE,DISPOSABLE,FIBER TYPE,R95 NOTE: For this line item please supply MASK, PARTICLE, DISPOSABLE, FIBER TYPE,ELASTIC STRAP, R95 masks NOTE: Upon receipt deliver all material on this line item to J. Chapman.	1,500.00	EA	█	1	EA	█
Total Net Value						USD	█
<p>Vendor shall furnish the Goods and Services specified above in accordance with this Purchase Order, including the provisions set forth on the face hereof and any other provisions attached to, incorporated into, or otherwise made a part of this Purchase Order.</p>							

PACIFICORP PURCHASE ORDER STANDARD TERMS & CONDITIONS
(Rev. May 2019)

The terms and conditions issued with this purchase order shall be null and void in the circumstance where PacifiCorp and the Party to whom this purchase order is issued have a valid written agreement (duly executed by the authorized representatives of both parties) to which the items in this purchase order are identified.

1. DEFINITIONS. "Company" means PacifiCorp or any affiliates or subsidiaries whether direct or indirect acting through the business unit specified on the face of this Purchase Order. "Confidential Information" shall have the meaning as defined in the Contract and in addition include any information that identifies an individual or customer of Company, including but not limited to customer account numbers, customer addresses, customer energy usage information, credit or bank account numbers, social security numbers, passport or driver's license numbers, or any information not otherwise classified as public information by Company. "Contract" means the Purchase Order of which these terms and conditions are a part ("Purchase Order"), all documents incorporated by reference under the Purchase Order, these terms and conditions themselves with any confidentiality or non-disclosure agreement executed by Company and Supplier, and all exhibits and amendments to all such documents. "Data" shall mean any information, formulae, algorithms, or other content that the Company or the Company's employees, agents and end users upload, create or modify using any software provided pursuant to the Contract. Data also includes user identification information and metadata which may contain Data or from which the Company's Data may be ascertainable. "Items" mean any goods or services to be provided or performed by Supplier under the Contract as defined above. "Price" means the consideration to be paid by Company to Supplier under the Contract for the Items. "Security Breach" shall mean any act or omission that compromises either the security, confidentiality, or integrity of Company's Confidential Information, Data, systems and facilities or Company's physical, technical, administrative or organizational safeguards and controls relating to the protection of Company's Confidential Information, Data, systems, and facilities. Supplier means the party identified as the vendor on the face of this Purchase Order.

2. BLANKET ORDER. If the Purchase Order is designated by Company as a blanket order, Company shall be obligated to purchase only those quantities of Items which it specifically requests under release orders issued by Company to Supplier.

3. ACCEPTANCE OF ORDER. This Purchase Order for Items shall be accepted by Supplier upon receipt of the Purchase Order. Any timely commencement of Supplier's performance hereunder shall also be deemed to be an expression of Supplier's acceptance of this Order including these Terms and Conditions. No modification, alteration, or exception made by Supplier to the terms of this Contract shall be a part of this Purchase Order unless agreed to in a writing executed by the authorized representatives of both parties.

4. PRICE. The Price shall be as stated in the Purchase Order unless such price exceeds the lowest price at which Supplier is selling Items or similar items to its other customers as of the date of delivery to Company, in which case the lower price shall control. If there is no price stated in the Purchase Order, the Price shall not be higher than the most current charged or quoted Price to Company for such Items by Supplier. If there has been no previous charge or quotation by Supplier to Company for Items and if no price is set forth in the Purchase Order, Company shall have the right to return the Items. Supplier shall pay the cost of return transportation if Supplier charges a price which is in excess of the lowest price at which Supplier is selling Items to its other customers as of the date of delivery to Company. If prior to delivery of the Items, Company is able to purchase a portion or all of the Items, or similar items of like quality, at a price which is less than the Price, Company shall notify Supplier. Should Supplier fail to meet such lower price, Company may, at its option, purchase from the other source at the lower price, and in that event Company and Supplier shall be relieved of their obligations under the Contract in respect of that portion of the Items purchased from the other source.

The Price shall be exclusive of all taxes to be borne by Company arising out of Supplier's performance hereunder, including without limitation sales, use, unless specifically stated otherwise. Local sales and use taxes in all states shall be paid by Supplier and invoiced as a separate line item. The Supplier is responsible for all import or export duties and value-added taxes related to these units and all applicable parts.

5. ACCOUNTING AND AUDITING. Supplier shall keep accurate and complete accounting records in support of all cost billings to Company in accordance with generally accepted accounting principles. Company or its audit representative shall have the right at any reasonable time or times to examine, audit, and reproduce the records, vouchers, and their source documents which serve as the basis for compensation other than compensation which is fixed in amount by this Contract. Such documents shall be available for examination, audit, and reproduction for three (3) years after completion or termination of this Contract. All results of these audits shall be kept confidential between the two parties and their agents. Supplier shall assist Company with preparing necessary audit material and will allow Company to review any work papers prepared by independent auditors as allowed by professional standards. Any over-collections shall be returned within thirty (30) days from date of notice of overcharge. Audit findings will be considered to be final for the period audited.

- 6. CREDIT REQUIREMENTS.** Supplier shall meet the requirements of any one or more of clause (i), clause (ii) or clause (iii) below: (i) Supplier maintains a senior unsecured debt rating from Standard & Poor's of BBB- or better; (ii) if Supplier has no debt rating, Supplier meets ALL of the following credit standards: (a) tangible net worth equal to ten times the projected maximum exposure under this Contract, (b) no change in the condition of its earnings, net worth, or working capital over the last 24 months which would reasonably be anticipated to impair the Supplier's ability to meet its obligations under this Contract, and (c) Supplier is not in default under any of its other agreements and is current on all of its financial obligations, or (iii) Supplier shall post security reasonably satisfactory to Company. If requested by Company, Supplier shall within thirty (30) days provide Company with copies of its most recent annual and quarterly financial statements prepared in accordance with generally accepted accounting principles.
- 7. UNIFORM COMMERCIAL CODE.** The Uniform Commercial Code as adopted by the State in which the Items are delivered shall govern this Purchase Order, except as modified herein.
- 8. DRAWINGS-SPECIFICATIONS-PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING.** Supplier shall be fully and solely responsible for obtaining product data adequate to design, manufacture, fabricate, construct and deliver Items in compliance with all requirements of the Contract. Company shall retain all rights to all such documents it provides or causes to be provided to Supplier. Supplier shall consider all such documents to be confidential. Upon Company's request, Supplier shall promptly return to Company all such documents and copies thereof. Supplier shall not advertise or publish the fact the Company has contracted to purchase Items from Supplier, nor shall any information relating to the Purchase Order be disclosed without Company's prior written permission. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by Supplier to Company shall be deemed secret or confidential.
- 9. DELIVERY.** The Supplier shall deliver Items to Company on the date(s) indicated in the Purchase Order. If Supplier fails to make delivery of any part of the Items on the date(s) indicated, the Company may terminate and pursue other remedies. All shipments shall be delivered F.O.B. to the destination designated by Company in the Purchase Order, and risk of loss shall remain with Supplier until the Items are received by Company, its agent or consignee regardless of whether Company has made full payment for the items. A packing slip must accompany each such shipment, and if a shipment is to a consignee or agent of Company, a copy of the packing slip shall be forwarded concurrently to Company. If no such packing slip is sent, the count or weight determined by Company or its agent or consignee shall be final and binding on the other parties. Supplier, or the carrier it uses to transport Items, whichever is applicable, shall (a) maintain a "satisfactory" safety rating from the U.S. Department of Transportation and shall provide Company with written proof of such rating on request if the carrier is a motor carrier, and (b) maintain the insurance coverages and policy amounts required by Section 20, unless a larger amount is required by any federal, state, or local regulatory agency, in which event such larger amount shall be maintained.
- 10. WARRANTY.** Supplier warrants that for a period of two years after the delivery of or performance of the Items, the Items will (a) be of merchantable quality; (b) be fit for the Company's specified purposes; (c) be of high quality, and be free from defects in material and workmanship; (d) comply with the most stringent of Company's or Supplier's specifications, performance guarantees and requirements; and (e) comply with all nationally recognized codes and established industry standards. All Items shall be sold by Supplier to Company free and clear of any liens and encumbrances. Supplier's warranties and guarantees shall survive inspection, delivery, and acceptance of the Items and/or payment by Company. If the Items do not conform to any of these warranties then, at Company's option, Supplier shall repair or replace the defective Items, F.O.B. Company's designated site at Supplier's expense, or in the case of services, re-perform the services at Supplier's expense. Supplier shall be responsible for all expenses and damages which Company incurs, including, but not limited to, incidental and consequential damages. The foregoing warranties and obligations shall also apply to the Items supplied by Supplier in such repair, replacement, or performance. Supplier shall immediately transfer to Company the benefit of any manufacturer's warranties.
- 11. RESTOCKING FEE.** In the event that Supplier supplies incorrect or defective Items or fails to deliver Items on or before the delivery date, or this order is terminated for cause, Company shall have no obligation to pay restocking or similar fees to Supplier. Moreover, in no event shall Company be required to pay restocking or similar fees to Supplier unless a mutually acceptable fee is agreed to in a writing executed by the authorized representatives of both parties.
- 12. CHANGES.** Company shall have the right to make changes (including additions and/or omissions) from time to time in the Items, any specifications and/or drawings which are a part of the Contract. Company shall give Supplier written notice of any such change. Any claims by Supplier for adjustments in price or delivery terms after its receipt of Company's change order must be asserted in writing to Company not more than ten (10) days after such receipt by Supplier, or such claim shall be deemed to have been waived.
- 13. PAYMENTS AND INVOICES.** Unless otherwise specified in the Purchase Order or in a separate written instrument signed by Company, no invoice shall be issued by the Supplier prior to the shipment or performance of the Items, and no payment shall be made prior to receipt of such Items and approval of an invoice for such Items. Company may withhold any payment otherwise due under the Contract to the extent necessary to offset any claim Company may have or assert against Supplier.
-

- 14. INSPECTION AND PRE-WARRANTY PERIOD DEFECTS.** Company may inspect any Items ordered hereunder during their manufacture, construction or preparation at reasonable times and shall have the right to inspect such Items at the time of their delivery and/or completion. Items furnished hereunder may at any time prior to the beginning of the warranty period stated above in Section 10 be rejected for defects revealed by inspection or analysis even though such Items may have previously been inspected and accepted. Such rejected Items may, at Company's option, be returned to Supplier for full refund to Company, including removal, shipping and transportation charges.
- 15. PATENT, TRADE SECRET, AND COPYRIGHT INFRINGEMENT.** Supplier shall settle or defend, at its sole expense and shall indemnify and save Company harmless from any costs, expenses, losses, and damages resulting from any claims, suits, or proceedings brought against Company which are based upon a claim that the Items, or any part thereof infringe on any patent, trade secret or copyright in case the Items or any part thereof furnished hereunder constitute infringement. Supplier shall, at its sole expense and at its option (1) procure for Company the right to continue using the goods or part thereof; (2) replace the same with substantially equal but non-infringing Items, (3) modify the Items so as to become non-infringing; or (4) upon written approval of Company, remove the Items at Supplier's sole expense and refund the Purchase price and the transportation, installation, and removal costs thereof.
- 16. COMPLIANCE WITH LAWS AND REGULATIONS.** Supplier warrants that all goods, services and labor provided pursuant to this Purchase Order have been provided in compliance with all applicable laws and regulations, and all applicable executive, judicial and administrative orders, as each may be applicable to the work performed hereunder, and based on total anticipated dollar value of this Purchase Order. Without limiting the generality of the foregoing, Supplier specifically warrants its compliance with the Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010. Supplier and any subcontractors shall also abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or discussion of compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Supplier and any subcontractors shall also abide by the requirements of Executive Order 11246, as amended, to develop and implement a written affirmative action program (AAP) and Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises) and the Small Business Act. To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this Purchase Order.
- 17. CONFLICT MINERALS.** Supplier shall provide to Company information on the content of products, manufactured or contracted to be manufactured by Supplier for Company, that utilize or contain the "conflict minerals" wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals: tantalum, tin and tungsten. The information will be provided in a form that will allow Company to verify compliance with Section 1502 of the Dodd-Frank Act (the U.S. Conflict Minerals Law) and will include evidence of the origin or sources of the conflict minerals. The information will be submitted at or prior to the time of delivery of products in a form approved and/or designated by Company from time to time. Supplier shall obtain Company's prior written consent before providing any products to Company that include conflict minerals originated from the Democratic Republic of Congo or the nine adjoining conflict countries; Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia. Supplier shall maintain effective accounting procedures, internal controls and audit procedures necessary to record the country and place of origin of all minerals included in products provided to Company, and to verify compliance with this Section. Company shall be permitted to audit such records as reasonably necessary to confirm Supplier's compliance with this Section. Supplier shall indemnify and hold Company harmless for all fines, penalties, expenses or other losses sustained by Company as a result of Supplier's breach of this Section.
- 18. LIENS.** Supplier hereby waives its rights to any mechanic's lien or other lien under any applicable statutes or otherwise for all Items furnished in connection with the Contract. Prior to Supplier's receipt of each payment under the Contract, Supplier shall deliver to Company all affidavits, lien releases, materialmen's certificates and other documents required by Company under the applicable lien laws. If at any time there shall be evidence of the existence of any such lien or claim for work done or Items, materials, services or equipment furnished by Supplier or any other party in connection with the Contract, the Company may use money then due or to become due under the Contract to discharge such lien or satisfy such claim and may credit such amounts against the amounts due or to become due to the Supplier.
- 19. INDEMNITY.** Supplier shall indemnify and hold Company and its employees, directors, officers and agents harmless from and against all expenses, costs, charges, damages, claims, suits, losses, fines, penalties or liabilities (including attorney's fees) of every kind whatsoever by reason of, arising out of, or in any way connected with accidents, occurrences, injuries, or losses to, or of any person, or property including, without limitation thereto, loss of use of property, which may occur before or after delivery of the completed Items to Company, or resulting from, in whole, or in part, the sale, design, preparation, manufacture, fabrication, construction, completion, transportation, delivery, failure to deliver, and/or installation of the items and/or services, excluding only such as are caused by the sole negligence of Company, but not excluding situations where the Company's negligence consists of failure to discover a condition caused or permitted to exist by the Supplier or any of its subcontractors. If Supplier is not responsible for any installation or services or supervision related to installation under the Contract, Supplier shall have no liability under this Section 19 for any of the above resulting entirely from acts or omissions in the performance of such installation. Supplier, in any indemnification claim hereunder, hereby expressly and without reservation waives any defense or immunity it may have under any applicable Worker's Compensation laws or any other statute or judicial decision, disallowing or limiting such indemnification where an employee of Supplier makes a claim against any indemnitee herein, and Supplier consents to a cause of action for indemnity.

20. INSURANCE. Supplier shall take out and maintain with a carrier or carriers having an A.M. Best Insurance Reports rating of A-:VII or better the following minimum insurance coverage at its expense for the duration of the Contract (including all warranty periods thereunder) covering all of Supplier's obligations under the Contract:

- (a) Workers Compensation - comply with all applicable workers' compensation laws and furnish proof thereof satisfactory to Company prior to commencing work or services. If work or services is to be performed in Washington or Wyoming, Supplier will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap (employer's liability) endorsement;
- (b) Employer's Liability - limits not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit;
- (c) Commercial General Liability - with a minimum single event limit of \$1,000,000 per occurrence/\$2,000,000 general aggregate to protect against and from all loss by reason of injury to persons or damage to third party property, including Supplier's employees and all third persons, and property of all third parties based upon and arising out of the negligent acts or omissions of the Supplier's operations hereunder, including the operations of its subcontractors of any tier;
- (d) Professional Liability - covering damages arising out of negligent acts, errors, or omissions committed by Supplier in the performance of the work or services provided under the Contract, with a liability limit of not less than \$1,000,000 each claim. Supplier shall maintain this policy for a minimum of two (2) years after completion of the work or services or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of work or services under this Contract and caused by any error, omission, breach or negligent act for which the Supplier is held liable;
- (e) Network Security & Privacy Liability. If the Work or Services under the Contract involves the rendering of IT services including, but not limited to: software, software or hardware or systems development or consulting services; internet/application services (e.g., web hosting); providing content; connections to systems, technology or network(s); or if Contractor in any way collects, obtains, maintains or in any way accesses or uses Confidential Information, then Contractor, and its Subcontractors shall maintain Network Security & Privacy Liability coverage, including Professional Errors & Omissions, throughout the term of this Contract and for a period of two (2) years thereafter, with a minimum required limit of \$5,000,000 Each Claim.
- (f) Business Automobile Liability - with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to Supplier's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the work; and
- (g) Umbrella Liability - with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits required in Employers' Liability insurance, Commercial General Liability insurance and Business Automobile Liability insurance above. Insurance coverage provided on a "claims-made basis" shall be kept in effect for the longer of two years from the date of Company's initial commercial use of the Items and for such other length of time necessary to cover liabilities arising out of the work or services provided under the Contract. All policies required by this Contract shall include provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company (including self-insurance) is excess and not contributory insurance with the insurance required hereunder. All required insurance policies shall not contain any provisions prohibiting waivers of subrogation. None of the above insurance coverage shall be cancelable except upon thirty (30) days prior written notice to the Company and to all other insured parties, and Supplier shall provide Company with a copy of any such cancellation notice immediately after Supplier's receipt of it. Supplier shall include Company as an additional insured on all liability insurance. If Supplier is subject to any no fault insurance requirements, it shall adhere to all applicable laws and regulations pertaining to such no fault insurance. In addition to the provisions of Section 19 above, in the event of a lawsuit or claim by an employee of Supplier or of any of its subcontractors against Company, or any of Company's agents, officers, directors, or employees for any injury (including, but not limited to death) or disease arising out of, related to, or claimed to have risen out of, or to have been related to the employee's employment in the performance of the Contract, Supplier, on behalf of itself and its Workers' Compensation carrier, hereby transfers and assigns to Company and shall cause each of its subcontractors to transfer and assign to Company any and all liens or subrogation rights that it or their insurers may have for Workers' Compensation benefits paid to the employee. On Company's request, Supplier shall provide certificates of insurance and renewals evidencing insurance.

21. TERMINATION, SUSPENSION OR DELAY. Company shall have the right at any time to terminate, suspend, or delay the Contract in whole or in part by prior written notice to Supplier. Immediately after receipt of such notice, Supplier shall stop all performance hereunder except as may otherwise be directed by Company. In the case of termination of the Contract, Supplier shall then transfer to Company, in accordance with Company's directions, and whether located on the job site, in a vendor's or manufacturer's facility or elsewhere, all materials and all information accumulated, specifically prepared or acquired by Supplier for use in relation to the design, development, manufacture, assembly, shipment, installation, operation, maintenance or repair of the Items and all supplies, shop drawings, work in process, equipment, machinery or parts prepared, acquired or used by the Supplier in connection with such Items and for which the Supplier is to be reimbursed hereunder, and all working drawings, sketches, specifications, and other information accumulated, prepared or acquired by Supplier with respect to such Items. The Supplier shall, if directed by the Company and to the extent stated in the notice of termination, suspension or delay, make all efforts necessary to preserve the work in progress and to protect the Items whether still at Supplier's manufacturing facilities or in transit to Company's facilities. If Supplier is not then in default in the performance of any of its obligations hereunder, and if Supplier has taken reasonable steps to mitigate its damages resulting from such termination. Company shall pay to Supplier, as Supplier's sole and exclusive remedy for termination under this Section 21, to the extent not already paid to Supplier an amount equal to: (a) reasonable and documented costs incurred by Supplier in accordance with the Contract prior to Suppliers' receipt of notice of termination, plus, (b) the reasonable and documented costs and charges incurred by Supplier in winding up its activities under the Contract prior to the effective termination date, provided, however, that the amounts listed in (a) and (b) of this Section 21 plus prior payments to Supplier shall in no event exceed the Contract Price. If the suspension or delay is not followed by a termination of the Contract, Company shall have no obligation or make any payments to Supplier after the effective date of the suspension or delay other than, to the extent not already paid to Supplier, Supplier's reasonable and documented costs incurred in accordance with the Contract prior to such effective date which are not reduced or eliminated by appropriate mitigative action by Supplier. Before Company resumes performance under the Contract following such suspension or delay, Supplier and Company shall negotiate in good faith on the adjustments, if any, which may be required in payments to Supplier or in the Contract Price to avoid inequities either to Supplier or Company.

22. DEFAULT. If the Supplier: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, the Company may, in addition to its rights under Section 13 above, at its option either cure the default at Supplier's expense or terminate the Contract after first giving Supplier three (3) days written notice to cure such default. Immediately after such termination, Company may: (i) take possession of the Items wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable Company to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Supplier any amount then due under the Contract after taking full credit for any offsets to which Company may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from the Supplier any additional expense, losses or damage which Company may suffer.

23. WORK ON PREMISES. Before Supplier provides any services or work on Company's premises, Supplier will examine the premises and any specifications or other documents furnished in connection with the Items and satisfy itself as to the condition of the premises and site. No allowance shall be made in respect of any error as to any of the foregoing on the part of Supplier. Supplier shall at all times keep the premises free from accumulations of waste material or rubbish. At the completion of installation of the Items, Supplier shall leave the premises and the Items broom-clean.

24. SUPPLIER'S PERSONNEL/DRUGS, ALCOHOL, AND FIREARMS. Supplier shall employ in the performance of the work only persons properly qualified for the same. Supplier shall at all times enforce strict discipline and good order among its employees and the employees of any sub-Supplier of any tier. Supplier shall not permit or suffer the introduction or use of any firearms, illegal drugs, or intoxicating liquor upon the work under this Contract, or upon any of the grounds occupied or controlled by Supplier. Supplier shall immediately remove from the work any person found to be in violation of the above restriction and such person shall not again be employed in the performance of the work herein without the express written consent of Company.

25. CRIMINAL BACKGROUND CHECK, IDENTITY VERIFICATION AND RELATED SCREENING. If requested by the Company, the Supplier shall conduct, at Supplier's cost and expense, criminal background checks for the current and past countries of residence on all employees, agents, subcontractors or independent contractors and the employees, agents or representatives of subcontractors or independent contractors, that have electronic or physical access to work or Company site. At a minimum, a social security number verification and seven-year criminal background check, including felony or misdemeanor convictions involving: (a) violence to persons/property; (b) theft/fraud; (c) drug/alcohol; or (d) traffic/other are required. Employment history, education verification, and professional certifications may also be required by the Company. All background checks will be conducted in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any. Supplier shall not allow persons who have not met the Company's criteria to perform work, unless Supplier has received assent from Company. Supplier shall supply a certification that meets Company's criteria for each Supplier employee, agent or representative and for employees, agents or representatives of any subcontractor or independent contractor employed by Supplier. Supplier shall ensure that employees, agents, subcontractors or independent contractors and the employees of subcontractors or independent contractors sign an appropriate authorization form prior to criminal background checks being conducted, acknowledging the background check is being conducted and authorizing the information obtained to be provided to Company.

Supplier shall have and ensure compliance with a substance abuse/drug and alcohol policy that complies with all applicable federal, state and/or local statutes or regulations. In addition, if requested by Company, Supplier shall ensure a drug test, at Supplier's cost and expense, for all employees, agents, subcontractors or independent contractors and the employees, agents or representatives of subcontractors or independent contractors, that have electronic or physical access to work or Company site has been completed prior to assignment at Company. Such drug test shall be a five (5) Panel Drug Test, which should be recognizable at testing labs as a "SamHSA5 panel at 50NG - THC cut-off".

Certification of assigned worker compliance with the criminal background check and the drug test shall be submitted to Company as described in the Company Criteria form.

For any assigned worker who has had a recent background check or drug test, then "recent" shall be defined as less than six (6) months prior to the assignment date. Such recent background check or drug test shall be documented per the previous paragraph.

Supplier shall ensure Department of Transportation compliance, including but not limited to valid drivers license, equipment inspections, hours of service and all appropriate documentation for any assigned worker who may drive while on assignment to Company.

Supplier warrants that Supplier, its employees, agents, Subcontractors or independent contractors and the employees of Subcontractors or independent contractors have met the Company's criteria or received assent from the Company and are in compliance with Supplier's substance abuse/drug and alcohol policy.

It is understood and agreed that Company may review Supplier's policies, background checks and related documentation upon request, subject to applicable federal, state and/or local statutes or regulations. Company may also request that Supplier provide an ongoing and updated list of persons that have been denied access to Company work or site.

- 26. BUSINESS ETHICS.** Supplier, its employees, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the conduct of work for the Company.
- 27. INDEPENDENT CONTRACTOR.** Supplier is acting as an independent contractor, and the manner and means of conducting the work which is a part of the Items will be under Supplier's sole control subject to compliance with all of the terms of the Contract and to the continuing right of inspection by Company's representatives. Supplier shall fully comply with all applicable employer and liability laws and Worker's Compensation acts of each state or political subdivision in which the Items are to be constructed or located.
- 28. NON-WAIVER.** The failure of Company to insist upon strict performance of any of the provision of the Contract or to exercise any rights or remedies provided thereunder, or Company's delay in the exercise of any such rights or remedies, shall not release Supplier from any of its responsibilities or obligations imposed by law or by this Purchase Order and shall not be deemed a waiver of any right of Company to insist upon strict performance of this Contract.
- 29. ASSIGNMENT.** Supplier may not assign the Contract or any right thereunder without the prior written consent of Company and any assignment without such consent shall be void. Company may assign the Contract to any of its parent, divisions, affiliates, or subsidiary companies that agree to be bound by the terms and conditions, and applicable appendices or exhibits set forth herein.
- 30. ENTIRE AGREEMENT.** The Contract sets forth the entire agreement between Supplier and Company on the subjects covered herein. No terms, conditions, understanding or agreement purporting to modify or vary the terms of the Contract shall be binding unless made in writing and acknowledged by Supplier and Company. Any terms and conditions any other purchase order, release order, acknowledgment, invoice or other form issued by Supplier which conflicts in any way with the terms and conditions of this Contract are superseded by this Contract.
- 31. SEVERABILITY.** In the event that any words, phrase, clause, sentence or other provision of the Contract shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision of the Contract.
- 32. GOVERNING LAW.** Except where Company's job site is located in a state other than the State where the goods are received and its laws with respect to mechanics liens, workers' compensation and other employer-employee relations matters and/or local taxation otherwise require, the Contract and all the performance thereunder shall be governed by and construed in accordance with the laws of the State where the goods are received. The parties agree that the United Nations Convention on Contracts for the International sale of goods shall not apply to this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.
- 33. FORUM.** The local, state and federal courts having jurisdiction over the location where the Items are to be used by Company shall have exclusive jurisdiction over all litigation related to the Contract.
- 34. ALLOCATION.** In the event of a partial failure of Supplier's sources of supply, Supplier will first meet all of Company's requirements hereunder prior to any allocation among other customers.
- 35. CYBER SECURITY**
- 35.1 SCOPE OF THIS ARTICLE.** This Article applies to Contractor and its Personnel and Subcontractors that provide hardware, software, or services to the Company that may impact the confidentiality, integrity, or availability of the Company's networks, systems, software, Data, or Confidential Information for the term of the Contract.
- 35.2 CYBER SECURITY CONTROLS.** Contractor shall have and maintain security controls to protect the Company's networks, systems, software, Confidential Information, and Data that are no less rigorous than the latest published version of ISO/IEC 27001 - *Information Security Management Systems-Requirements*, and ISO/IEC 27002 - *Code of Practice for International Security Management*.
- Contractor agrees to disclose to the Company known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.
 - Contractor warrants that the hardware, software, and patches provided under the Contract, will not contain malicious code or any unwanted or unexpected features. Contractor agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Contractor.
 - Contractor shall follow all applicable Company requirements for Contractor-initiated interactive remote access and system-to-system remote access with Contractor. To the extent Contractor's Personnel will have interactive remote access to Company's networks, systems or applications, Contractor's Personnel will use multi-factor authentication provided by the Company. Authentication tokens and passwords must not be shared. Upon either (i) Personnel termination actions or (ii) changes in the status of Personnel which removes their need for remote access, Contractor shall report such termination or change in status to the Company's Service Desk by telephone and email as soon as practicable and no later than close of the same business day. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.
-

35.3 OVERSIGHT OF COMPLIANCE. As evidence of compliance, Contractor shall either:

- a. Provide annually to the Company a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the scope of the contract; or,
- b. Provide annually to the Company a copy of ISO 27001 certification covering the scope of the contract; or,
- c. Provide annually to the Company a third-party audit covering the security controls relevant to hardware, software, or services provided under this contract. Audit results and Contractor's plan to correct any negative findings must also be made available to the Company; or,
- d. Allow Company to conduct an assessment, audit, examination, or review of Contractor's security controls to confirm Contractor's adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Contractor's privacy and security practices. Company may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Company. Company shall give Contractor no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Company may review all controls in Contractor's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Contract. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Contract.

35.4 SECURITY BREACH PROCEDURES; EQUITABLE RELIEF. In the event of a Contractor, or subcontractor Security Incident affecting the Company, the Company's networks, systems, software, Data, or the Company's Confidential Information,

- a. Contractor shall: (i) notify the Company of the Security Incident as soon as practicable, but no later than 48 hours after Contractor becomes aware of it, by telephone and email; and (ii) provide the Company with the name and contact information for any Personnel who shall serve as Contractor's primary security contact and shall be available to assist the Company with Security Incident management, response, and recovery associated with the Security Incident.
- b. Immediately following Contractor's notification to the Company of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Contractor agrees to coordinate with Company in Company's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Company.
- c. Contractor shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Contractor's expense in accordance with applicable privacy laws, regulations, and standards. Contractor shall reimburse Company for actual reasonable costs incurred by Company in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.
- d. Contractor shall fully cooperate at its own expense with Company in any litigation or other formal action deemed reasonably necessary by Company to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.
- e. Contractor acknowledges that any breach of Contractor's obligations set forth in this Article may cause Company substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Company is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Company may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

35.5 OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE. In addition to any other obligations that arise on termination or expiration of this Contract, the Parties agree that, on any expiration or termination of this Contract, upon completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request, regardless of the circumstance.

- a. Contractor shall immediately surrender to Company all access cards, security passes, passwords and other such devices granting access to any Work Site or to Company networks or computer systems; and (i) Contractor shall return any Data that is in its care, custody or control to Company in the format requested by Company and Contractor shall, after receiving Company's written confirmation that it can read the Data provided by Contractor, permanently delete any copies of the Data in Contractor's care, custody or control. (ii) Contractor will return to Company all hardware and removable media provided by Company that contains Company Information. Company Information in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. If the hardware or removable media containing Company Information is owned by Contractor or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request. Contractor's destruction or erasure of Company Information pursuant to this Article must be in compliance with NIST or ISO Standards.

Prior to the expected expiration or termination of a Contract Document by either Party for any reason, or prior to the expected expiration or termination of this Contract for any reason, including the default of the terms of a Contract Document or a default under this Contract, Contractor agrees to provide Company with the reasonable assistance services requested by Company. These services will include, at a minimum, converting data, providing parallel services until Company has transitioned to a new system, providing on-site technical support, cooperating with Company or its designated vendor in developing required interfaces, and such other assistance services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to Company or its new provider of services. The Parties agree that assistance services may extend beyond the Term as reasonably required by Company.

35.6 PROHIBITED VENDORS. Contractor may not use the services or products of any company identified by the US Government and/or regulatory authorities as a security threat in the provision of Work or Services to Company, either directly or via subcontractors. The current list of prohibited vendors includes Da Jiang Innovations (DJI), AO Kaspersky Lab, ZTE Corporation, and Huawei Technologies Co. Inc. If Contractor fails to abide by this requirement, Company will provide Contractor with notice and a 30 day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

36. APPLICATION FOR SERVICES. These standard terms and conditions shall apply to the provision of all goods and the performance of all services included in or contemplated by this Purchase Order. However, in the event that any term or condition of this Purchase Order cannot reasonably be applied to the performance of any service included in or contemplated by this Purchase Order, such term or condition shall be deemed inapplicable thereto.