

GENERAL TERMS AND CONDITIONS GOODS AND SERVICES

“You” and “Your” as used in these *General Terms and Conditions – Goods and Services* (the “**General Terms and Conditions**”) means the party contracting with Idaho Power Company to provide goods and/or services to Idaho Power Company, and those working for, with, or on behalf of that party. You are identified as “Supplier” on the applicable Idaho Power Company Passport Contract or Idaho Power Company Purchase Order. “IPC” refers to Idaho Power Company. The Idaho Power Company Passport Contract or Idaho Power Company Purchase Order, whichever is applicable to a given transaction, is referred to as the “**Order**.” The Order, these General Terms and Conditions, Special Terms and Conditions (if any), and any other terms, conditions, and documents identified in an Order, are collectively referred to as the “**Contract Documents**.” “**Goods**” and “**services**” are intended to have their broadest meaning; “**services**” applies to all labor, professional, manual and technical, and other human resources, provided by You in fulfillment of the Order; “**goods**” includes, but is not limited to, work product, project deliverables identified in the Contract Documents, equipment, and materials. “**Total**” means the total amount of compensation to be paid for an Order.

1. AGREEMENT AS TO TERMS

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

2. YOUR RESPONSIBILITY

- 2.1 You agree to perform the Order in accordance with the Contract Documents. You agree to provide sufficient resources as are necessary to timely and efficiently fulfill Your obligations under the Order. You will furnish and maintain any and all federal, state, county, and municipal licenses or permits that apply to the goods provided and/or services performed by You.
- 2.2 You agree to promptly submit to IPC, in accordance with a schedule approved by IPC, appropriate quantities of drawings and specifications for review and approval. You also agree to give IPC access at all reasonable times to Your facilities for the purposes of inspecting the Order and Your performance.
- 2.3 You agree to designate an individual who will represent You in all communications, transactions, and matters with IPC associated with the Order. When requested by IPC, such representative will be present, in person, at the site(s) where Your performance of the Order is being conducted.
- 2.4 You will direct performance in compliance with reasonable and customary safety and work practices and applicable federal, state, and local laws, rules, and regulations. You are solely responsible for the training of Your employees, agents, and subcontractors, and the safe condition of the work site during performance of Your obligations under the Order.
- 2.5 None of Your key personnel, including, but not limited to, managers, supervisors, engineers, computer technicians, and others integral to Your performance of the Order and identified by You in a bid or proposal or originally assigned to the performance of the Order may be withdrawn from the performance of services without prior notice and approval of IPC.
- 2.6 You agree to deliver the goods and/or perform the services by the date specified in the Order. If no completion date is specified in the Order or in the other Contract Documents, then the date of delivery and completion shall be six months from the date of the IPC Purchase Order.

3. RESPONSIBILITY OF IPC

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

4. **CHANGES TO GOODS/SERVICES.** IPC may, at any time, by issuance of a formal written amendment to the IPC Purchase Order or IPC Passport Contract, modify the drawings, designs, specifications, project tasks or deliverables, methods of shipment, packing, place of delivery, or time for performance of services, or provide for additions or reductions from the Order. You agree to promptly proceed with such changes. The changes are subject to these General Terms and Conditions. If the change is material, then an equitable adjustment will be made to the Total, the delivery schedule, or the Completion Date, whichever IPC reasonably determines to be appropriate.

5. COMPENSATION, BILLING, AND PAYMENT

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

5.2 Billing:

- a. With the exception of an Order which the parties have agreed will be paid by lump sum, You will submit an invoice not more frequently than every 30 days for compensation for that percentage of the Total or Amended Total provided or performed by You in the previous calendar month (based on the percentage of work completed relative to the Total), less any required retainage or withholding. You will not submit invoices in excess of the Total or Amended Total.
 - b. Unless the Contract Documents provide otherwise, each invoice will separately identify and itemize goods and services, and shall include not less than the following information, as applicable: (i) percentage of Order completed and milestones achieved; (ii) product/task/deliverable description; (iii) individuals performing services for which hourly rates are charged; (iv) numbers of hours worked; (v) hourly billing rate; and (vi) unit/rate description, including unit/rate cost and quantity, together with any other information reasonably requested by IPC.
 - c. You will be paid reimbursable expenses incurred by You only where specifically provided in an Order and only if the types and amounts of each expense (i) are reasonable and ordinary and customary reimbursable expenses; (ii) are billed to IPC within 60 days of being incurred by You; and (iii) receipts are provided with the invoice for the expenses.
- 5.3 Upon approval of Your invoice by IPC, IPC will pay all non-disputed amounts within 30 days of receipt of the invoice. To the extent IPC disputes or finds deficient any part of or the entire invoice, You will be notified and may be required to provide IPC with such documents and information as IPC may request for the purpose of resolving issues in disputed invoices. Payment of an invoice shall not constitute acceptance of goods or services and shall be subject to adjustment for errors, shortages, defects in the goods or services, damage to IPC for which You are partially or wholly responsible, or other failure of You to meet the requirements of the Order, and shall not be deemed a waiver of IPC's right of inspection prior to acceptance of goods and services.
- 5.4 Payment for any goods or services shall not be deemed an acceptance thereof. Nothing in these General Terms and Conditions will be interpreted to mean that IPC has waived any of its rights or remedies under the Uniform Commercial Code, as amended from time to time.
- 5.5 The prices for the goods or services provided hereunder include all federal, state, and local taxes imposed upon or on account of such sale, unless otherwise specified in the Contract Documents.

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

7. **FINAL PAYMENT**

- 7.1 The final payment by IPC will be made within 30 days of Final Completion. "**Final Completion**" of an Order will occur at the earliest time at which all of the following have been determined by IPC to have been completed:
- a. all goods and services specified in the Order have been timely delivered and completed, as applicable, in accordance with the Contract Documents;
 - b. all deliverables, reports, materials, work product, and equipment related to the goods/services are satisfactory to IPC, are operational, and have been completed, provided, and/or installed in accordance with the Contract Documents;
 - c. any and all performance tests or reviews designated by IPC have been completed to IPC's satisfaction;
 - d. all systems are ready for start-up;
 - e. all "punchlist" and deficiency items have been completed per IPC's specifications;
 - f. all documents, data, work product, and warranties as may be required by the Contract Documents have been provided to IPC;
 - g. You have provided Your affidavit, if requested by IPC, that all indebtedness connected with the goods and/or services rendered pursuant to the Order, including but not limited to, payroll, payments to consulting professionals, suppliers, and others have been fully and finally paid or have provided evidence of release of any and all liens and consent of surety (if applicable);
 - h. all site/project cleanup has been finalized; and
 - i. You have submitted an invoice representing Your final bill for the Order and marked it "*Final Invoice*."
- 7.2 The final payment will consist of any undisputed balance due to You on the Order and any change made in accordance with these General Terms and Conditions, and, if applicable, any retention withheld by IPC. In the event of disputed items, the final payment will not include 150% of the value of disputed item(s), which sum will be withheld until the disputed items are resolved. Tendering the final payment is deemed acceptance by You of the final payment. By accepting the final payment, You release all claims against IPC, except those expressly reserved in writing by You prior to acceptance of the final payment.
- 7.3 Claims for money due or to become due from IPC shall be subject to deduction or set off if You owe or will owe money to IPC, whether Your obligation relates to the Order or any other transaction between You and IPC.
8. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Your obligations pursuant to the Order. The Total to be paid to You for the Order is based, in large part, upon Your informed representation to IPC that You have the expertise, manpower, equipment, materials, and all other resources necessary to complete the goods/services called for in the Order on or before the Completion Date. Without waiving any other right or remedy it may have, if IPC determines that You have failed or may fail to timely perform Your obligations required by the Contract Documents, IPC may direct You at Your expense to accelerate performance through initiation of such measures as shall be reasonably requested by IPC, which You agree to promptly undertake.
9. **SHIPMENT.** Freight is not included in the Total and shall be identified separately (if applicable) on the invoice to IPC. The means of shipment and location to which goods are to be delivered will be identified on the IPC Purchase Order. If not so identified, shipment will be made **F.O.B. Destination**. IPC shall be responsible only for the actual cost of freight incurred for delivery of goods in the manner set forth in the IPC Purchase Order. If in order to comply with IPC's required delivery date it becomes necessary for You to deliver goods in a method in which costs exceed those set forth in the IPC Purchase Order, any increase in freight costs shall be paid by You, unless the increase in freight cost has been caused by IPC.

10. INTELLECTUAL PROPERTY INDEMNITY

- 10.1 You represent and warrant that all goods and services supplied under this Order shall not infringe on any third party's patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary right. You shall at Your own expense defend, indemnify, and hold IPC, its officers, directors, agents, representatives, employees, customers, and users of IPC's goods and services harmless for, from, and against any and all claims, liabilities, damages, and expenses (including attorneys' fees) by virtue of any claimed infringement of patents, copyrights, trade secrets, trade names, trademarks, service marks, or other proprietary right in connection with goods or services supplied by You under the Order.
- 10.2 In case IPC is not able to use Your goods/services, or any part or component thereof, due to actual or alleged infringement, You shall immediately either: (a) procure for IPC the right to continue to use such goods/services or replace it with substantially equivalent non-infringing goods/services; or (b) modify such goods/services so that it or they become non-infringing.

11. PROPRIETARY RIGHTS

- 11.1 You agree that all writings, drawings, designs, copyrightable material, inventions (whether or not patentable), improvements, discoveries, developments, and all works of authorship created by You in performance of services hereunder, including all worldwide rights therein under any patent, copyright, trade secret, confidential information, or any other intellectual property right (collectively "**Work Product**"), are the sole property of IPC. You assign to IPC all right, title, and interest in and to all such Work Product, and shall perform such further acts needed to transfer, perfect, and defend IPC's ownership of the Work Product. You shall require Your subcontractors to execute written assignments of Work Product to effect such assignment.
- 11.2 To the extent that You or third parties retain ownership rights in materials delivered with the goods, or upon which the Work Product is based, You hereby grant to IPC an irrevocable, worldwide, non-exclusive, royalty-free right and license to make, have made, modify, use, distribute, publicly perform or display, sell, offer to sell, and import such materials. You hereby warrant that You own or have acquired rights in all such intellectual property necessary to grant the licenses and intellectual property rights set forth in this Section 11.

12. INSURANCE

- 12.1 You, at Your own expense, shall procure and maintain, during the term of performance of Your obligations pursuant to this Order, the following types of insurance with limits as specified:
- Worker's Compensation Insurance* shall be at statutory limits and shall comply with the laws of the state in which the Order is being performed. A waiver of subrogation in favor of IPC shall be included.
 - Employer Liability Insurance* of not less than \$1,000,000.
 - Automobile Liability Insurance* with a combined single limit of at least \$2,000,000 covering all owned, non-owned, or hired automobiles used in connection with the services. Bodily injury and property damage liability limits shall be each accident combined single limit. An endorsement shall be issued naming IPC as an additional insured.
 - Commercial General Liability Insurance* with a combined single limit of not less than \$2,000,000 each occurrence and in the aggregate, combined single limit. The insurance shall include coverage for contractual liability. An endorsement shall be issued naming IPC as an additional insured.
 - Professional Liability (Errors & Omission) Insurance* with a limit of not less than \$2,000,000 (this coverage is required when professional services are provided under the Order).
- 12.2 Your subcontractors shall be required by You under the terms of any subcontract to obtain like insurance coverage to that specified in subparagraphs a, b, c, d, and e of Section 12.1.
- 12.3 Insurance coverage described above shall be carried with insurance companies reasonably satisfactory to IPC. Prior to Your commencement of performance of the Order, You will provide to IPC a certificate of insurance evidencing appropriate insurance coverage and naming IPC as an additional insured as required above, along with a waiver of subrogation, as required by Section 12.1 above. These certificates will contain a provision that coverage will not be canceled until at least 30 days prior written notice has been given to IPC.

13. SUBCONTRACTING. If You cause any part of the Order to be performed by a subcontractor, these General Terms and Terms and Conditions shall be made applicable to such subcontractor(s) and its officers, agents, and employees in all respects. You shall not, in any manner thereby, be discharged from Your obligations and liabilities hereunder, but shall be liable for all acts and omissions of any subcontractor, its officers, agents, and employees. IPC shall have the right, upon request, to review and approve any subcontractor(s). Upon request, copies of all subcontracts shall be furnished to IPC. You shall be solely responsible for invoicing and the collection of payment from Your subcontractors, and Your failure to obtain timely payment from subcontractors shall not in any way affect Your obligations under the Contract Documents.

14. WARRANTY

- 14.1 Warranty of Qualifications and Compliance: You represent and warrant that all statements and materials regarding Your qualifications to perform the Order are true and correct and are not misleading or incomplete for any reason. You warrant and certify that all items furnished and all services performed under the Order do and will comply with current applicable standards of the Federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.
- 14.2 Warranty of Title: You warrant that title to all goods/services provided by You will pass to IPC no later than the time of delivery and at such time will be free and clear, except for amounts owing from IPC to You pursuant to the Order, of liens, claims, security interests, or encumbrances of You, Your subcontractors, material suppliers, and other entities claiming an interest in the goods or services provided under the Order.
- 14.3 Warranty of Workmanship and Quality: You warrant that (a) the goods/services covered by the Order will be in exact accordance with the Order and related Contract Documents and the description and specifications provided by You in marketing and technical material provided to IPC in relation to the Order; (b) the goods will be free from defects in material, design, and workmanship, new, and merchantable; and (c) services will be performed with the highest degree of professional skill and care of professionals in the same industry and consistent with IPC's intended results. You further warrant that any goods comprising computer hardware or software, and supplied by You; (i) are free from viruses, defects, disabling codes, software routines, or hardware components designed to permit (either automatically or through externally applied controls) unauthorized access or allow the goods to be disabled, have content erased, or otherwise be harmed (collectively, "**Contaminants**"), have been duly tested to ensure that there are no such Contaminants, and are subject to recognized and appropriate release procedures including the latest version of a proprietary virus detection software package standard in the industry, and You shall ensure that

corresponding obligations are imposed on Your subcontractors or agents; (ii) have been obtained from a reputable and reliable software developer and not through any interest group or multi-organizational software sharing scheme, and do not include any open source, freeware, or shareware; and (iii) will comply and function substantially in accordance with any related user documentation.

- 14.4 **Inspection and Right of Access and to Accelerate:** You agree that IPC may perform inspections of goods/services being provided by You in the course of Your performance of the Order, including, but not limited to, inspection of any material, work product, and equipment furnished by You. You shall furnish access to Your facilities to IPC and its agents during standard business hours and at the locations requested by IPC, for the purpose of carrying out such inspections.
- 14.5 **Survival of Warranties:** The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by IPC. Your warranties shall be effective for the period of time either (a) set forth on the face of the Order, or (b) set forth in a writing provided by You or agreed upon by You, or (c) one year from the date of Final Payment, whichever is greater. If any goods or services furnished hereunder do not meet the warranties specified herein, IPC may, at its option: (i) require You to correct, at no cost to IPC, any defective or nonconforming goods or services by repair or replacement within seven days of notice to You; (ii) return such defective or nonconforming goods at Your expense to You and recover from You the price thereof, together with any damages resulting therefrom; (iii) correct the defective or nonconforming goods or services itself and charge You with the cost of such correction; or (iv) accept the defective or nonconforming goods or services at a reduced price.

15. TERMINATION; REMEDIES

- 15.1 IPC may terminate all or any portion of the Order at any time by giving notice to You. In the event of such termination, IPC's liability shall be the lesser of: (a) actual non-recoverable costs incurred by You that You can demonstrate were properly incurred prior to the date of termination; or (b) the contract price per finished unit, after giving effect to any discount to which IPC would otherwise be entitled. In the event of termination of any separate services specifically ordered, liability shall be the lesser of: (a) a reasonable price for the services rendered prior to termination; or (b) the contract price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, You shall, unless otherwise directed, cease work and follow IPC's directions as to disposal of work in progress and finished goods. THE FOREGOING STATES IPC'S ENTIRE LIABILITY FOR TERMINATION.
- 15.2 IPC may, by notice to You, terminate in whole or in part this Order in the event of suspension of Your business, Your insolvency, institution of bankruptcy, reorganization, or liquidation proceedings by or against You, the appointment of a trustee or receiver for Your property or business or any assignments by You for the benefit of creditors.
- 15.3 The rights and remedies of IPC provided in this Section 15 shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity or in the Contract Documents. For purposes of clarity, this Section 15 shall not be deemed the sole remedy for breach of the Contract Documents by either party.
- 15.4 IPC's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision.

16. TITLE; RISK OF LOSS; IPC PROPERTY

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

17. FORCE MAJEURE

- 17.1 Neither party shall be liable for any breach, default, or delay in the performance of the obligations under the Order if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions, unanticipated changes in governmental laws and regulations, or any other cause beyond the reasonable control of such party (a "**Force Majeure Event**"); provided the non-performing party is without fault in causing such breach, default, or delay, and such breach, default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means.
- 17.2 The party claiming a Force Majeure Event must give the other party immediate written notice of the Force Majeure Event and the expected time for resumption of performance (if applicable) by that party.

18. INDEMNIFICATION

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

19. RECORDS

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

20. HAZARDOUS WASTE AND INDEMNIFICATION

- 20.1 For purposes of the Order, "Hazardous Materials" means any substance or material which is defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous wastes," "restricted hazardous waste," "toxic substances," or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof), or any other chemical, substance, or material which is prohibited, limited, or regulated under any federal, state, or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to, or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health or safety, the environment, or natural resources.
- 20.2 You shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about IPC's premises without the prior written consent of IPC, which shall not be unreasonably withheld provided You demonstrate to IPC's satisfaction that such Hazardous Materials are necessary or useful to the goods/services You are providing under the Order and will be used, kept, stored, and cleaned up in a manner that complies with all laws regulating any such Hazardous Materials so brought upon or used or kept in or about IPC's premises.
- 20.3 You, on Your own behalf and on behalf of Your agents, representatives, and subcontractors agree to indemnify, hold harmless, and defend the Indemnitees from and against any and all Damages that any or all of the Indemnitees may hereafter suffer, incur, be responsible for, or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or rising from or in connection with, the breach of any of Your representations, covenants, or warranties set forth in the Order, or any of Your negligent actions or omissions or willful misconduct in the performance of the Order, or the violation of any law, ordinance, or regulation relating directly or indirectly to Hazardous Materials. Such indemnity shall exclude Damages that are the result of any negligent actions or omissions or willful misconduct of the Indemnitees or their employees, officers, owners, directors, subcontractors, or agents. The indemnification obligations hereunder shall remain in force and effect after termination of the Order.

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

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

23. **EQUAL EMPLOYMENT**. During performance of Your obligations under the Order, You agree to comply with all applicable equal employment opportunity, small business, and affirmative action laws and regulations to which You are subject and agree to execute and deliver such documents as may be required to effect or to evidence such compliance.

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

25. **DISPUTE RESOLUTION**. Except as may be expressly provided to the contrary elsewhere in the Contract Documents, any dispute arising out of or in connection with the Order or its performance, including, but not limited to, its validity, construction, or enforcement shall, to the extent possible, be settled amicably by good faith negotiations between the parties represented by upper level management of each party. These negotiations shall be conducted prior to either party taking legal action. Negotiations and meetings conducted pursuant to this paragraph shall be confidential and shall be treated as compromise and settlement discussions not admissible in any legal proceeding involving the Order, in accordance with state and federal rules of evidence. Notwithstanding the foregoing, however, either party may seek provisional legal remedies if in such party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

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

27. **ENTIRE AGREEMENT; AMENDMENT**. The Contract Documents, amendments thereto, and the exhibits, addenda, and schedules which are included in any one or more of those documents, constitute the entire agreement between the parties with respect to this Order. There are no oral or written understandings, representations, or commitments of any kind, express or implied, which are not expressly described in the Contract Documents. The Contract Documents may not be modified other than by the method described in Section 4 of these General Terms and Conditions; any other modification must be in writing signed by both parties.

28. **WAIVER**. The rights and remedies of the parties are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Order will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or

privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand.

29. **SEVERABILITY.** Whenever possible, each provision and term of these General Terms and Conditions will be interpreted in a manner to be effective and valid, but if any provision or term is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of the General Terms and Conditions. If any of the covenants set forth in these General Terms and Conditions are held to be unreasonable, arbitrary, or against public policy, such covenants will be considered divisible with respect to scope and time, and in such lesser scope or time will be effective, binding, and enforceable.
30. **CONFIDENTIALITY.** You agree that all information and reports obtained or produced in relation to Your performance of the Order are the sole property of IPC and shall not be released or disclosed to any person or entity for any purpose nor used for any purpose other than performing the Order, without the express prior written consent of IPC. You agree not to make any public comments or disclosures, including statements made for advertising purposes, regarding the services or the Order without the prior written consent of IPC. In the event You receive any inquiries regarding the goods or services from the media or any other party, said inquiries shall be forwarded to IPC. You also agree that when, and to the extent, requested by IPC, You will provide statements and testimony, written and/or oral, before any governmental or regulatory body or agency to substantiate all or any portion of the goods/services provided by You.
31. **STANDARD OF PERFORMANCE.** Services will be performed with the highest degree of professional skill and care of professionals in the same industry and consistent with IPC's intended results.
32. **INFORMATION SECURITY.** You shall comply with IPC's information security policies and requirements at all times during the performance of Your obligations pursuant to the Order. Each of Your personnel who require electronic access to any network or information system owned by IPC are required to complete IPC's on-line *Information Security for Consultants, Vendors and Third Parties* training. Upon successful completion of the training, Your personnel and agents must sign an agreement to comply with all IPC information security standards prior to receiving access, and You agree to cause such personnel and agents to comply with such standards.
33. **SECURITY SCREENING.** You acknowledge and agree that certain portions of IPC's premises may have restricted access and may require prior authorization or an IPC designated escort to allow You access. If requested, You agree to comply (and cause your agents to comply) and certify, at Your expense, with all IPC requirements, policies, and procedures relating to access to IPC property, including, but not limited to, employee and subcontractor drug screening, seven year background checks, social security number verification, and other similar procedures. No work can begin until these requirements have been met.

END OF GENERAL TERMS AND CONDITIONS—GOODS AND SERVICES