

PURCHASE ORDER TERMS AND CONDITIONS

1. **ORDER OF PRECEDENCE.** These Terms and Conditions govern the performance of the parties and supersedes any prior written or oral agreement of the parties. However, to the extent a mutually executed contract exists between the parties that governs the transaction contemplated by this Purchase Order, such agreement shall supersede these Terms and Conditions.
2. **PAYMENT.** NVE will make payment 30 days after performance of the work or delivery of the goods and receipt of invoice. If Counterparty does not submit its invoice within 90 days of the completion of the services or delivery of the goods, NVE shall only pay 50% of the invoice. If Counterparty does not submit its invoice within 180 days of the completion of the services or delivery of the goods, NVE shall not pay the invoice.
3. **TAXES.** The price includes all taxes, except Nevada sales tax. If Counterparty has a Sales Use Tax Permit, Counterparty shall pay the applicable sales tax and show it as a separate line item on the invoice. NVE will reimburse Counterparty or pay the applicable use tax.
4. **INVOICING.** Counterparty will submit to NVE an invoice for payment and any supporting back-up documentation, such invoice will contain the following information:
 - An NVE purchase order (PO) number, including leading zeros;
 - The PO Revision Number or Release Number, if applicable;
 - Invoices for material only – a reference to the PO Line Number and Schedule Number for each Invoice Line;
 - The full name of NVE personnel who requested the expenditure (to the extent available);
 - Counterparty's legal name and mailing address; name, title, and telephone number of its contact person;
 - Counterparty's remittance address if different from its mailing address;
 - A unique invoice number; Invoice date, its due date, payment terms, and, if offered, the early payment discount terms;
 - Separate invoice lines for material and labor (when applicable) with appropriate tax applied to material portion only;
 - Freight shown as a separate line item, as applicable – if freight exceeds \$250, attach supporting documentation showing breakdown of freight costs. Note: The State of Nevada does not collect sales tax on freight charges; accordingly, please separate freight charges on all invoices.
 - Tax shown as a separate line item, as applicable;
 - Total invoice amount; and any supporting back-up documentation; and
 - Shipping date, ship to address, and shipping method.
 - Send invoice to: NV Energy, Accounts Payable Processing Center, P.O. Box 10100 Reno, NV 89520-0024; or Email invoice to: APinvoice@NVEnergy.com
 - The email must contain only one (1) PDF file, with the invoice as first document and any backup as additional pages. There will be only one (1) attachment per email.
5. **HAZARDOUS MATERIAL.** Counterparty represents and warrants that, any product sold hereunder is free of, and Counterparty will not introduce to any NVE Facility, any hazardous material. Counterparty shall include the appropriate Safety data Sheets with each shipment. NVE shall have the right to reject any product that fails to meet the requirements of this section.
6. **CONFIDENTIALITY.** This contract, and all information or data, whether oral or written, exchanged by the parties shall be confidential and shall not be disclosed, in whole or in part, without the other parties prior written consent; except information that was known to the receiving party prior to the receipt of such information; is in the public domain; becomes known to the receiving party from sources not known to be bound by a confidentiality obligation; is independently developed by the receiving party; or is disclosed pursuant to an order or request of the Public Utility Commission of Nevada ("PUCN") or PUCN staff.
7. **REPRESENTATIONS.** Counterparty represents and warrants that (i) it has sufficient skill and experience to provide the product or perform the work hereunder; (ii) that there are no agreements or arrangements that would prevent Counterparty's performance hereunder; (iii) that it shall comply with all applicable local, state and federal laws.
8. **WARRANTY.** Counterparty warrants for 1 year from acceptance that any service, product, material, computer software or hardware supplied under this PO is (i) new and of the quality specified, or of a commercially acceptable grade if no quality is specified, (ii) free from any defect in design, material, or workmanship and conforms with applicable drawings and specifications, and (iii) does not infringe the intellectual property rights of a third party. Counterparty warrants that services shall be performed in a good and workmanlike manner and that Counterparty shall employ best business, technical, and engineering practices in performing the services. NVE may reject any product or service not in conformity with this warranty, specifications or PO requirements. Counterparty shall at NVE's option, repair or replace a nonconforming product or service within the time specified by NVE or refund the purchase price. Counterparty is responsible for any cost incurred by NVE related to any defective or nonconforming product or service. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **FORCE MAJEURE.** Neither party shall be liable for failure or delay in performance due to acts of God or the public enemy, good faith compliance with any lawful governmental order, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of a party. The affected party shall promptly notify the other party in writing, describing the cause and the estimated duration of delay. The affected party shall use commercially reasonable efforts to avoid or remove such cause and continue performance.
10. **INDEMNITY CLAIM.** To the fullest extent permitted by law, the parties will indemnify the other Party from any claim, loss, cost, suit, judgment, damage, or expense, including reasonably incurred legal fees and costs arising out of or resulting from (i) any violation of the other party's obligations hereunder or (ii) due to such party's negligence or willful misconduct.
11. **CONSEQUENTIAL DAMAGE WAIVER. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**
12. **MODIFICATIONS.** NVE may modify the scope of this PO at any time. An equitable adjustment shall be made in the price and time allowed for performance, to the extent necessary to accommodate the change.

13. **TERMINATION FOR CONVENIENCE.** NVE may terminate this PO at any time, in whole or in part, in its sole discretion by written notice to Counterparty. Upon receipt of such notice Counterparty shall stop work, mitigate its damages, and within 30 days submit a final invoice for work performed prior to termination.
14. **TERMINATION FOR DEFAULT.** NVE may terminate this PO immediately (i) for Counterparty's failure to perform any material obligation under this PO; or (ii) if any Counterparty representation was materially false or misleading; or (iii) the filing by or against Counterparty of a proceeding under any bankruptcy or similar law.
15. **TIME IS OF THE ESSENCE.** Time is of the essence in this PO. If Counterparty fails to complete performance within the specified time, NVE may arrange for completion or purchase of substitute products or services. Counterparty shall reimburse NVE for the difference between the contract price and the price to replace such goods or services.
16. **DELIVERY.** All product shall be suitably packed, marked, loaded and shipped in accordance with the common carrier's requirements. Counterparty shall obtain NVE's prior approval for partial shipment. Except as otherwise provided, all deliveries of goods to and from U.S. locations shall be made DAP NVE's facility and all deliveries of goods to and/or from non-U.S. locations shall be made DDP at NVE's facility. When goods are delivered to a carrier for transportation, Counterparty will give prompt written notice to NVE and provide NVE all documents necessary to release the goods to NVE. Title to the goods covered by this PO passes to NVE upon delivery of the goods to NVE's facility. Delivery of the goods is not complete until such goods have actually been received and accepted by NVE. Counterparty bears all risk of loss or damage to the goods until Delivery of the goods to NVE.
17. **INSPECTION/REJECTION.** All goods and services are subject to NVE's right of inspection and rejection within a reasonable time after delivery of goods and/or completion of services. NVE's payment to Counterparty for goods and/or services will not be deemed a waiver of NVE's right of inspection and rejection. NVE, at its sole option, may inspect all or a sample of the goods, and may reject all or any portion of the goods if it determines the goods are defective or otherwise do not conform to the descriptions and specifications delivered in connection with in this PO or otherwise communicated to Counterparty in writing. If NVE rejects any portion of the goods and/or services, then, in addition to any other rights and remedies available at law, NVE shall have the rights and remedies set forth in the Warranty section of this PO.
18. **GOVERNING LAW.** This PO is governed by the laws of the State of Nevada. The parties irrevocably submit to the exclusive jurisdiction of the courts located in Clark County, Nevada for the resolution of any dispute relating to this PO. **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 THE PO. 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.**
19. **ASSIGNMENT.** Neither party may assign this PO without the prior written consent of the other party.
20. **MISCELLANEOUS.** Counterparty represents that to its knowledge there is no relationship with any NVE employee that would create a conflict of interest. This agreement is for the benefit of the parties; there are no third-party beneficiaries.
21. **BUSINESS ETHICS.** Counterparty, its employees, officers, agents, representatives and subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Counterparty's obligations under this PO. In conjunction with its performance of the Work, Counterparty and its employees, officers, agents and representatives shall comply with, and cause its subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the NVE Code of Business Conduct. Without limiting the generality of the foregoing, Counterparty specifically represents and warrants that neither Counterparty nor any subcontractor employees, officers, representatives or other agents of Counterparty have made or will make any payment, or have given or will give anything of value, in either case to any government official or the NVE (including any officer or employee of any governmental authority or the NVE) to influence his, her, or its decision or to gain any other advantage for NVE or Counterparty in connection with the Work to be performed hereunder. Counterparty shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this PO and to verify Counterparty's compliance with this provision. NVE shall be permitted to audit such records as reasonably necessary to confirm Counterparty's compliance with this provision. Counterparty shall immediately provide notice to NVE of any facts, circumstances or allegations that constitute or might constitute a breach of this provision and shall cooperate with NVE's subsequent investigation of such matters. Counterparty shall indemnify and hold NVE harmless from all fines, penalties, expenses or other losses sustained by NVE as a result of Counterparty's breach of this provision. The Parties specifically acknowledge that Counterparty's failure to comply with the requirements of this provision shall constitute a condition of default under this PO.
22. **PRICE MATCH.**
If at any time during the Term, Company provides documentation of same goods currently available at a price lower than Supplier's price to Company then Supplier shall honor such lower price. Price comparisons will be based on final prices after all discounts and promotions have been applied. Shipping/delivery charges will not be included in the price comparison.

FOR SERVICES ONLY:

23. **INSURANCE.** Counterparty shall obtain and maintain the following insurance coverages: A. General liability insurance, with a combined \$2 million single limit for each occurrence and \$2 million in the annual per project aggregate. B. Automobile liability insurance, with a combined \$1 million single limit for each person and \$1 million for each occurrence. C. Workers compensation insurance per statutory requirements and employer's liability insurance, with the following limits: (i) \$1 million bodily injury each accident; (ii) \$1 million bodily injury each employee by disease; and (iii) \$1 million bodily injury by disease policy limit. Counterparty shall maintain a "Certificate of Insurance" naming NVE as an "Additional Insured" under A and B, stating that the insurance is primary with respect to

NVE's interest and that any insurance maintained by NVE is excess and not contributory, providing for separation of insured coverage, and providing waivers of subrogation on all coverage

24. THE PARTIES' RELATIONSHIP. Counterparty is an independent contractor, nothing herein shall be deemed to create an employment, partnership or agency relationship.

25. SAFETY AND COMPLIANCE. Counterparty shall plan and direct the performance of services in compliance with service provider's safety policies, and NVE's safety and work practices as published in its Counterparty Accident Prevention Manual which may be obtained from the Counterparty Safety Management Administrator at phone no. 702.402.5000. Counterparty shall supervise all activities to ensure that its personnel and subcontractors use proper safety equipment and comply with the Counterparty Accident Prevention Manual and all applicable laws.

26. RIGHTS IN INTELLECTUAL PROPERTY. NVE is hereby granted a worldwide, royalty-free non-exclusive perpetual license to use any intellectual property created by Counterparty under this PO. Counterparty shall provide copies of the intellectual property in the format requested by NVE.

FOR MATERIALS ONLY:

27. CONFLICT MINERALS. Counterparty shall provide to NVE information on the content of products, manufactured or contracted to be manufactured by Counterparty for NVE, that utilize or contain "conflict minerals" wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals; tantalum, tin and tungsten. Counterparty shall either: The information will be provided in a form that will allow NVE 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 the form designated by NVE. Counterparty shall obtain NVE's prior written consent before providing any products to NVE 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. Counterparty 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 NVE, and to verify compliance with this Article. NVE shall be permitted to audit such records as reasonably necessary to confirm Counterparty's compliance with this Article. Counterparty shall indemnify and hold NVE harmless for all fines, penalties, expenses or other losses sustained by NVE as a result of Counterparty's breach of this provision.

FOR SERVICES AND MATERIALS, AS APPLICABLE:

28. CYBER SECURITY

SCOPE OF THIS ARTICLE

This Article applies to Counterparty and its personnel and Subcontractors that provide hardware, software, or services to the NVE that may impact the confidentiality, integrity, or availability of the NVE's networks, systems, software, data, or confidential information for the term of the Contract.

CYBER SECURITY CONTROLS

a. Without limiting Counterparty's obligations elsewhere in this Article, Counterparty shall implement baseline security safeguards and controls to protect the NVE's networks, systems, software, confidential information, and data that are no less rigorous than accepted industry practices, specifically those set forth in the latest published version of ISO/IEC 27001 – *Information Security Management Systems*–

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Requirements and ISO/IEC 27002 – Code of Practice for International Security Management.

b. Counterparty agrees to notify the NVE of known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.

c. Counterparty warrants that the hardware, software, and patches provided under the Contract will not contain malicious code.

Counterparty agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Counterparty.

d. Counterparty shall follow all applicable NVE requirements for all remote access to NVE resources and systems. To the extent Counterparty's personnel will have interactive remote access to NVE's networks, systems or applications, such access must be performed on a secure connection. Counterparty shall utilize multi-factor authentication provided by the NVE. Authentication tokens and passwords may not be shared. Upon either (i) personnel termination actions or (ii) changes in the status of personnel which removes their need for remote access, Counterparty shall report such termination or change in status to the NVE's Service Desk at (702)402-5832. 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.

OVERSIGHT OF COMPLIANCE

a. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit, ISO 27001 certification or equivalent third-party audit covering the security controls relevant to hardware, software, or services provided under this contract. Audit results and Counterparty's plan to correct any negative findings shall be made available to the NVE.

b. Allow NVE to conduct an assessment, audit, examination, or review of Counterparty's security controls to confirm Counterparty'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 Breach or complaint regarding Counterparty's privacy and security practices. NVE may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of NVE. NVE shall give Counterparty 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, NVE may review all controls in Counterparty'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. Counterparty 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.

SECURITY BREACH PROCEDURES; EQUITABLE RELIEF

In the event of Security Breach of the Counterparty or subcontractor affecting the NVE, the NVE's networks, systems, software, data, or the NVE's confidential information,

a. Counterparty shall:

(i) notify the NVE of a Security Breach as soon as practicable, but no later than 48 hours after Counterparty becomes aware of it by telephone at the following number: (702)402-5832; and

(ii) provide the NVE with the name and contact information for any personnel who shall serve as

Counterparty's primary security contact and shall be available to assist the NVE with security incident management, response, and recovery associated with the Security Breach;

b. Immediately following Counterparty's notification to the NVE of a Security Breach, the Parties shall coordinate with each other to investigate such Security Breach. Counterparty agrees to coordinate with NVE in NVE'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 NVE.

c. Counterparty shall use best efforts to immediately remedy any Security Breach and prevent any further or recurrent Security Breach at Counterparty's expense in accordance with applicable privacy laws, regulations, and standards. Counterparty shall reimburse NVE for actual reasonable costs incurred by NVE in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to this section.

d. Counterparty shall fully cooperate at its own expense with NVE in any litigation or other formal action deemed reasonably necessary by NVE to protect its rights relating to the use, disclosure, protection, and maintenance of its confidential information and data.

e. Counterparty acknowledges that any breach of Counterparty's obligations set forth in this Article may cause NVE 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, NVE 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 NVE 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.