

WASHINGTON AFFILIATED INTEREST FILING
ATTACHMENT A
SECOND AMENDMENT TO MASTER CONTRACT

AGREEMENT
for
Unmanned Aerial Systems Training and Certification Services
Between
PacifiCorp
and
FlightSafety International Inc.

This Agreement for Unmanned Aerial Systems Training and Certification Services (“Agreement”) is made and entered into this ___ day of _____, 2020, by and between PacifiCorp (“Company”) and FlightSafety International Inc. (“Consultant”) hereinafter jointly referred to as the “Parties”. It is the Parties’ intent that the terms and conditions of this Agreement govern the Services (as defined in the Contract Documents, including the Exhibits).

In consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. The Contract Documents shall consist of this Agreement and the following documents:
 - Exhibit I: The terms and conditions in the “Berkshire Hathaway Energy Company Master Professional Services Contract”, as amended, by and between Berkshire Hathaway Energy Company and FlightSafety International Inc. which was effective as of June 25, 2015 (“Master Contract”); the terms and conditions of Exhibit I plus any amendments given effect by this document shall be collectively referred to as the “Terms.” The definition of the term “Contract Documents” provided in the above-mentioned Master Contract shall be superseded by the definition provided in this Section 1. The Parties agree that Company is authorized to use Master Contract for its agreements with Consultant. For the purposes of this Agreement, the following items incorporated in the Master Contract shall be superseded by the Agreement as follows:
 - Exhibit A superseded by Exhibit A – PAC Scope
 - Exhibit B superseded by Exhibit B PAC Pricing Schedule

The Contract Documents, listed above, may be supplemented by agreement of the Parties through (i) an amendment, or (ii) such modifications as are issued by Company, including: (a) a Change Order or (b) a written order for a minor change in the Services.

The foregoing documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all. Exhibit – Supplemental Terms shall prevail in matters addressed therein.

2. For the purposes of this Agreement, the Parties hereby agree to amend the Terms as follows:
 - Article 5. **CONSIDERATION AND PAYMENT** shall be amended by deleting the following language in its entirety:

“Consultant shall invoice each Affiliate prior to the commencement of Services, and shall submit invoices to the Affiliate who requested the Services at the address shown on the Purchase Order.”

The deleted language will be replaced by the following language in its entirety:

“Consultant shall invoice each Affiliate after the satisfactory performance of the Services under the Contract, and shall submit invoices to the Affiliate who requested the Services at the address shown on the Purchase Order.”

- The following language shall be inserted in its entirety into Article 31. **TERMINATION FOR CONVENIENCE:**

“Company may terminate the Contract in whole or in part at any time without cause prior to its completion by sending to Consultant Notice of such termination. Upon such termination, Company shall pay to Consultant, in full satisfaction and discharge of all liabilities and obligations owed Consultant, for all Services satisfactorily performed by Consultant as of the date of termination. Company shall not be liable to Consultant or any of its Subcontractors for anticipated profits or overhead based upon Services not yet performed as of the date of termination.”

- The following language shall be inserted in its entirety as new Article 48. **PROHIBITED VENDORS:**

“Company may at any time during the term of this Contract provide Consultant with a prohibited companies, subcontractor and vendors list. In such event, Consultant shall, and shall cause Subcontractors of any tier to, refrain from using such prohibited companies, subcontractors and vendors while performing the Services for Company. If Consultant fails to abide by this requirement, Company will provide Consultant with Notice and a 30-day opportunity to cure. Continued failure to abide by this requirement may result in Company’s termination of the Contract for cause.”

- The following language shall be inserted in its entirety as new Article 49. **CYBERSECURITY:**

“49.1 SCOPE OF THIS ARTICLE

This Article applies to Consultant 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.

49.2 CYBER SECURITY CONTROLS

- a. Consultant 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*
- b. Consultant agrees to disclose to the Company known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.
- c. Consultant warrants that the hardware, software, and patches provided under the Contract, will not contain malicious code or any unwanted or unexpected features. Consultant agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Consultant.
- d. Consultant shall follow all applicable Company requirements for Consultant-initiated interactive remote access and system-to-system remote access with Consultant. To the extent Consultant’s Personnel will have interactive remote access to Company’s networks, systems or applications, Consultant’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, Consultant 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.

49.3 OVERSIGHT OF COMPLIANCE

As evidence of compliance, Consultant 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 Consultant'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 Consultant's security controls to confirm Consultant'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 Consultant'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 Consultant 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 Consultant'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. Consultant 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.

41.4 SECURITY INCIDENT PROCEDURES, EQUITABLE RELIEF

In the event of a Consultant, or subcontractor Security Incident affecting the Company, the Company's networks, systems, software, Data, or the Company's Confidential Information,

a. Consultant shall:

- (i) notify the Company of the Security Incident as soon as practicable, but no later than 48 hours after Consultant 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 Consultant'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 Consultant's notification to the Company of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Consultant

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. Consultant shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Consultant's expense in accordance with applicable privacy laws, regulations, and standards. Consultant 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. Consultant 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. Consultant acknowledges that any breach of Consultant'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.

49.5 OBLIGATIONS ON TERMINATION AND TERMINATE 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 the 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. Consultant 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) Consultant shall return any Data that is in its care, custody or control to Company in the format requested by Company and Consultant shall, after receiving Company's written confirmation that it can read the Data provided by Consultant, permanently delete any copies of the Data in Consultant's care, custody or control.
 - (ii) Consultant 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 Consultant 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. Consultant'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, Consultant 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.”

The Company and Consultant have executed this Agreement to be effective on January 13, 2020 and expire on December 31, 2022 unless terminated in accordance with provisions within the Contract Documents or extended by mutual written agreement of the Parties. This Agreement shall be effective for the Services performed during the term expressed above, whether or not such Services are scheduled to be performed or are actually performed prior to the expiration of such term. The expiration of the term shall not impact the Parties' respective rights and obligations formed prior to the expiration of the Agreement. Moreover, neither the expiration of the term nor any earlier termination of the Agreement shall impact any warranties, indemnities, insurance requirements, confidentiality obligations, termination obligations, or other obligations, which by their own terms are intended to survive the termination or expiration of the Agreement, all of which shall continue in full force and effect after the termination or expiration of the Agreement.

PacifiCorp

FlightSafety International Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

UAS Training Services RFP

Scope of services

1. Requesting training services for up to 30 new pilots to obtain FAA part 107 UAS operator certification and hands on practical flight training.
2. Training sessions will be held in Portland, Oregon and Medford, Oregon
3. FAA part 107 recertification for existing pilots via remote classroom or E learning
4. Pilots will be flying drones as commercial pilots performing inspections and capturing image data in an electric utility environment

Delivery

1. Training to be held in Q1 of 2020. Exact training dates tbd.
2. Classes should be no longer than two days for the part 107 prep and three days hands on practical field flight training.
3. Classes will be no larger than 10 students per session for both the classroom and field training.
4. Classes will be three separate one week classes, one session held in Portland, Oregon and two sessions held in Medford, Oregon
5. Trainers will be experienced UAV pilots capable of operating a wide variety of drones preference given to trainers with private or commercial pilots licenses
6. Trainers will provide training on Pacific Power owned Parrot ANAFI or similar type drones

Bids

1. Bid pricing to include travel, lodging and meals.

Training Expected Outcomes and Deliverables

1. Students will obtain FAA part 107 certification or recertification
2. Students will be able to operate drones in an electric utility environment
3. Students will be able to capture image data via drone flights
4. Students will understand and how to determine airspace

Unmanned Aircraft Systems Training and Certification Services

FlightSafety International
1/1/2020

Class	Location	Year 1	Year 2	Year 3	*Year 4*	*Year 5*
Part 107 Written Exam Preparation Course (eLearning - Top 1 Certified)	*Remote - Online*	\$179.00	\$179.00	\$179.00	\$179.00	\$179.00
Top certification application fee additional						
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Part 107 Recurrent Exam Preparation Course; Remote - e-learning training	*Remote - Online*	\$379.00	\$379.00	\$379.00	\$400.00	\$400.00
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Hands on Practical Flight Training-Instructor Led Three Day Session (10 students per class / 3 classes / dates TBD)	Portland, Oregon	\$2,950.00				
	Medford, Oregon	\$2,950.00				

NOTE : All prices per student