



GENERAL CONDITIONS FOR SERVICES AGREEMENTS

Avista Corporation
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PO Box 3727
Spokane, WA 99220-3727

Capitalized terms used in these General Conditions will have the meaning ascribed to them in either the Agreement, the Statement of Work, these General Conditions, or other documents incorporated into the Agreement.

GC-1 PERFORMANCE BY CONSULTANT

- 1.1 Qualifications and Expertise.** Consultant (also called “Contractor”) certifies that its officers and employees: (i) have the necessary knowledge, skill and expertise to manage and perform the Services (also called “Work”) required under the Agreement; and (ii) comply with all of the federal, state, and local laws and regulations that apply to such Services. Consultant understands that the knowledge, expertise and qualifications of Consultant and its officers and personnel to perform or supervise the performance of the Services, including the possession of appropriate permits and certificates, are essential and material representations of Consultant in executing the Agreement.
- 1.2 Licenses, Permits, Certificates.** As a precondition to entering into the Agreement, and for the term of the Agreement, Consultant and its subcontractors approved by Avista, shall obtain and hold all of the current business or professional licenses, permits, and/or certificates required by law in the state in which the Services are to be performed under the Agreement. Except as specifically set forth in the Agreement, Statement of Services or other documents incorporated into the Agreement, Consultant shall, directly or through one or more subcontractors, be responsible for obtaining and paying for all necessary permits, licenses and/or certificates required during the performance of the Services. Avista may assist Consultant, when mutually agreed to by the Parties, in writing, in obtaining such permits, licenses and/or certificates. Consultant shall pay all governmental charges and inspection fees required to perform the Services.
- 1.3 Standard of Performance.** Consultant certifies that the standard of care and skill for all professional and related Services performed or furnished by Consultant under the Agreement will be *at least equal to* the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- 1.4 Delegation and Subcontracting.** Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Avista, which consent will not be unreasonably withheld. Any such delegation or subcontracting without Avista’s prior written consent will be voidable, at Avista’s sole option. In no event will Consultant’s delegation or subcontracting of performance of any of the Services, with or without Avista’s prior written consent, relieve Consultant of its responsibility to perform the Services in accordance with the Agreement.
- 1.5 Consultant Employees.** Consultant shall not employ Avista employee(s) to perform any of the Services; Consultant shall employ only persons who are experienced and properly qualified to perform such Services. If requested to do so by Avista, Consultant shall remove from performance of the Services, any person Avista determines to be incompetent, careless, or otherwise objectionable. If applicable, Consultant shall assign any key personnel specified in the Agreement to perform the Services, and shall not reassign or remove such key personnel, for so long as they remain in Consultant’s employ, without the prior written consent of Avista, which consent will not be unreasonably withheld. Consultant shall replace key personnel who leave Consultant’s employ or who are reassigned or removed by Consultant with Avista’s consent, with personnel acceptable to Avista. Consultant shall be responsible, at its expense, for meeting all training, supervisory, inspection, certification and retraining requirements necessary to enable its employees and/or its subcontractor’s employees to safely and competently perform the Services, including, without limitation, complying with 29 CFR §1910.269 and 29 CFR §1926.950, as applicable, and any other laws or regulations that apply to the Services at the time Consultant performs such Services.
- 1.6 Independence.** The Parties certify that the Agreement creates an independent contractor relationship between or among them. As such, Consultant’s personnel performing the Services under the Agreement will not be construed to be employees of Avista, and Consultant, solely, shall be responsible for payment of compensation to such personnel. Consultant, solely, shall be responsible for the payment of withholding taxes, unemployment insurance, worker’s compensation, social security, pensions, licenses, or other fees on behalf of its personnel in connection with the performance of the Services. Consultant shall be free of any control by Avista in selecting the means, methods, techniques, and procedures of the Services, subject to Consultant’s compliance with the terms of the Agreement. Under no circumstances does the Agreement render Consultant a partner or joint venture with Avista. Consultant shall not represent Avista, in any capacity, or assume or create any obligation in the name of or on behalf of Avista, except as expressly authorized in the Agreement.
- 1.7 Compliance with Laws and Regulations**
 - 1.7.1** As a federal contractor, Avista must comply with the provisions of certain federal regulations and include such provisions in its contracts and purchase orders. Consultant shall comply, and shall ensure that its suppliers and subcontractors of every tier comply, with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, in effect now or in the future, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Avista) that are applicable to the Services under the Agreement, and shall furnish such documents to Avista as may be required to effect or evidence such compliance. All laws,

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ordinances, rules, regulations, and orders required to be incorporated into agreements of this character are incorporated into the Agreement by this reference.

- 1.7.2 Avista is an equal opportunity employer and federal contractor or subcontractor. Consequently, the Parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated into these General Conditions by reference. 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 or national origin. 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. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, which is also incorporated into these General Conditions by reference.**
- 1.7.3** Upon Avista's request, Consultant shall provide Avista (and any federal or state agency) access to, and the right to examine, audit and copy, all information and records that provide verification of Consultant's compliance with all federal and state regulations applicable to its performance of the Services.
- 1.8 Correction of Non-Compliant Services or Deliverables.** Contractor shall correct, at its expense, any Work performed or Deliverables found to be non-compliant with the requirements of the Agreement. If Contractor fails to comply (or indicates its inability or unwillingness to comply) with Avista's direction to correct non-compliant Work then, upon 10 days' advance written notice, Avista may correct (or cause to be corrected) the non-compliant Work or otherwise achieve compliance by the most expeditious means available to Avista (by contract or otherwise) and charge to, or otherwise recover from Contractor (e.g., by offset against compensation payable to Contractor by Avista under the Agreement) the cost of Avista's corrective measures. Avista's right to make corrections and otherwise achieve compliance and recover from Contractor the cost of such corrections, is in addition to all other rights and remedies available to Avista under the Agreement or otherwise by law. Contractor's obligation to satisfactorily correct non-compliant Work will not in any way limit or qualify any of Contractor's other obligation under the Agreement, and will remain in effect until the Work has been completed and accepted by Avista, in writing; provided, however, that in the event the Work is found to be defective after Avista's final acceptance, Contractor's obligation to correct such defective Work will be governed by Section 1.9, Warranty, set forth immediately below.
- 1.9 Warranty:** After completion of the Work and Avista's final written acceptance of the same:
- 1.9.1 Unconditional Warranty:** Contractor certifies that (i) all workmanship and materials included in the Work will be free from defects; (ii) the Work will be performed in a competent manner in accordance with relevant industry standards, all "Applicable Laws" and the Statement of Work (including any Specifications and Drawings) under the Agreement (and Work Authorization(s), if or as applicable); and (iii) none of the Work and other services rendered by or through Contractor under the Agreement (and Work Authorization(s), if or as applicable), nor the use of the Work by Avista, nor any license granted to Avista by Contractor, will infringe, violate or constitute a misappropriation of any intellectual property rights ("Warranty"). As used in this Section, "Applicable Laws" mean any act, statute, law, regulation, permit, ordinance, rule, judgment, order, decree, directive, guideline or policy (to the extent mandatory) or any similar form of decision or determination by, or any interpretation or administration of any of the foregoing by, any government authority with jurisdiction over Contractor, Avista, the applicable project and work site, the performance of the Work or other services to be performed under the Agreement (and Work Authorization(s), if or as applicable), including any of the same as they may be amended or imposed from time to time. The Warranty Period for Work will be two (2) years from the completion of the Work and Avista's written acceptance of the same ("Warranty Period").
- 1.9.2 Defects:** Avista will notify Contractor if any defects in the Work are discovered within the Warranty Period, and Contractor shall promptly commence all necessary efforts to correct such defect(s) ("Warranty Services"). Contractor shall be responsible for the costs directly associated with the Warranty Services, including, without limitation, the costs of permits, design, labor, equipment, and any necessary disassembly, removal, replacement, transportation, reassembly, reinstallation, and retesting, as well as re-performance, repair and/or replacement of such Work, and reassembly of structures, electrical work, machinery, equipment, or any other obstruction (as necessary) to enable access to the defect for correction, removal, repair and/or replacement of any damage to other work or property that arises from any defects in the Work. Contractor shall perform, at its sole expense, such tests as Avista may reasonably request to verify that any correction, repair, replacement, and/or re-performance of the Work pursuant to the Warranty Services is complete.

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- 1.9.3** Title/Pass-through: Contractor certifies that title to all construction materials and equipment covered by any invoice submitted to Avista for reimbursement, whether incorporated into the Work or not, will pass to Avista no later than at the time of final payment, free and clear of all liens. In addition, Contractor shall identify, in writing, all third-party warranties that Contractor receives in connection with the Work and shall pass through the benefits of all such warranties to Avista. Nothing in this Section shall reduce or limit Contractor's obligations under the Agreement.
- 1.10 Code of Conduct.** Consultant shall ensure that its employees and subcontractors of every tier comply with the following Standards of Conduct:
- 1.10.1** Antitrust. Consultant shall: (i) comply with all applicable antitrust and fair competition laws governing the Services applicable under the Agreement; (ii) avoid all appearances of wrongdoing; (iii) report all pertinent financial information, prepare invoices, document the purpose of the transaction, and prepare all information/records related to the Work, accurately; (iv) respect the trade secrets and non-public information of others; and (v) avoid compromising ethical standards to gain a competitive advantage or to meet business objectives including, without limitation, making or receiving improper payments or gifts.
- 1.10.2** Conflict of interest. Consultant certifies that: (i) it is not aware of the existence of any relationship, family, or business (contractual or otherwise) between themselves, their principals, officers or employees and Avista, its directors, officers or employees that conflict with its obligations under the Agreement; and (ii) it will not perform any Work for, or enter into any contract with others that may conflict with its contractual, professional, equitable and/or other obligations to Avista without the prior written approval of Avista.
- 1.10.3** Corporate Opportunities. Consultant shall not take opportunities discovered through: (i) performance of the Work, or (ii) use of Avista's property, information or position for personal or corporate gain.
- 1.10.4** Workplace Environment: Consultant shall perform the Work in a harassment-free, safe, secure, and hospitable manner in an effort to maintain Avista's goal of creating an inclusive environment that fosters mutual respect, diversity, and equal opportunity for workplace advancement.
- 1.10.5** Insider Trading: Consultant shall comply, and shall ensure that its suppliers and subcontractors of every tier comply, with federal securities laws prohibiting "Insider Trading" transactions – defined as anyone: (i) purchasing or selling Avista securities (either personally or on behalf of others) if that person is aware of material, non-public information about Avista, or (ii) disclosing material non-public information about Avista to others (i.e. "tipping") who then trade-in such securities.
- 1.10.6** Environmental Stewardship: Consultant shall perform, and shall ensure that its suppliers and subcontractors of every tier perform, the Work in an environmentally responsible manner in compliance with all applicable environmental laws and regulations.
- 1.10.7** Prohibited Business Practices: Consultant shall provide, and shall ensure that its suppliers and subcontractors of every tier provide, the Work in compliance with applicable laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices, and Avista's policy strictly forbidding giving or promising anything of value to a government official or employee, whether to influence such person in their official duties or to encourage unlawful conduct.

GC-2 CHANGES IN THE AGREEMENT

After the Effective Date of the Agreement, no amendment or modification of the provisions of the Agreement will be effective unless made by written Amendment or Change Order executed by both Parties in accordance with the process described in the Agreement. Consultant acknowledges that it **will not** be entitled to anticipated profit on Services not performed as a result of a decrease in Services approved in an executed Change Order, and the associated decrease in compensation under the Agreement resulting from such change **will not** be offset by the loss of anticipated profit. Further, Consultant **will not** be entitled to any reallocation of cost, profit, or overhead.

GC-3 INDEMNITY

3.1 Indemnity – General. Subject to applicable law, Consultant shall indemnify and, upon request, defend Avista, its directors, officers, employees, and agents, from and against all third party claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages for bodily injury or physical property damage (individually or collectively, "Loss"), brought against or incurred by Avista resulting from, arising out of, or in any way connected with Consultant's negligence or the negligence of its employees, agents, suppliers and subcontractors of any tier in the performance or nonperformance of Consultant's obligations under the Agreement. Consultant shall be entitled to control the defense and resolution of such claim, provided that Avista shall be entitled to be represented in the matter by counsel of its choosing, at Avista's sole expense. In the event that any such Loss is caused by the concurrent negligence of both Avista and Consultant, including their respective employees, agents, and subcontractors, the Loss will be borne by Consultant and Avista in the proportion that their respective negligence bears to the total negligence causing such Loss.

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- 3.2 Indemnity – Claims by Government Authorities.** Consultant shall indemnify and, upon request, defend Avista, its officers, directors, employees, successors and assigns, from any liability, damage, suit, penalties, demand, and expense (including without limitation, reasonable attorney’s fees and court costs) for claims by governmental authorities or others (including Consultant’s employees, subcontractors and subcontractor employees) of any actual or asserted failure of Consultant to comply with any law, ordinance, regulation, rule or order of any governmental or quasi-governmental body including without limitation, actual or asserted failure of Consultant to comply with employee safety and health regulations, environmental regulations or employment laws in connection with the Services performed pursuant to the Agreement.
- 3.3 Indemnity – Infringement or Wrongful Use.** Consultant shall indemnify and, upon request, defend Avista, its officers, directors, employees, successors and assigns, from all claims, suits, losses, liabilities, damages, expenses (including court costs and reasonable attorneys’ fees) and royalties, based upon infringement (or alleged infringement) of any patent, copyright, trade name or trademark or upon the Consultant’s or its subcontractor’s wrongful use (or alleged wrongful use) of any confidential or proprietary concept, method, process, product, writing, information or other item arising out of or in connection with the Agreement, performance of the Services, or the use of any of the Services. Furthermore, if any of the Services or any use of the Services constitutes an infringement of any patent, copyright, trade name or trademark or wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Consultant shall, at its expense, either: (i) procure for Avista the right to use the infringing item, (ii) replace the infringing item with a substantially equal but non-infringing item, or (iii) modify the infringing item so that it becomes non-infringing.
- 3.4 Waiver of Immunity.** To the extent permitted by law, Consultant waives any immunity, defense or other protection that may be afforded by Workers’ Compensation, Industrial Insurance or similar laws in the state where Services are performed pursuant to the Agreement (including but not limited to, the Washington Industrial Insurance Act, Title 51 RCW) to the extent Consultant is required under the indemnity provisions of the Agreement to indemnify and defend Avista with respect to any claim or action brought against Avista by a Consultant employee. *The Parties have specifically negotiated this Section and Consultant makes the foregoing waiver with the full knowledge of the consequences.*

GC-4 CONFIDENTIALITY OBLIGATIONS

- 4.1** Each Party acknowledges that it may come into contact with or possession of confidential information (“Confidential Information” or “Information”) belonging to the other Party during the term of the Agreement including, without limitation: computer programs, techniques, methods, rules, algorithms, procedures, protocols, forms, instructions, trade secrets, copyrights, patents, customer information, employee information, financial performance information and any other proprietary information used in connection with, or in any way relating to the Services provided or the activities of each Party. Confidential Information acquired by, or disclosed to any employee, agent, or representative of a Party is deemed to have been acquired by, or disclosed to such Party.
- 4.2** Neither Party shall divulge, disclose, or otherwise make available in any form to any person or entity, Confidential Information belonging to the other Party unless: (i) the Information was already known to the receiving Party at the time of the disclosure; (ii) the Information was in the public domain at the time it was disclosed to the receiving Party; (iii) the Information was obtained by the receiving Party from a third party who was not prohibited from making the disclosure; or (iv) the receiving Party is required to disclose the Information to comply with any applicable law, regulation, ruling or order.
- 4.3** In the event that disclosure is compelled by applicable law, regulation, ruling, or order, the receiving Party shall provide the disclosing Party with prompt written notice so that the disclosing Party may seek a protective order or other appropriate remedy. Each Party shall instruct its employees and agents to protect the Confidential Information of the other Party using the same care and discretion that it would use with respect to its own Information. Furthermore, neither Party shall use the Confidential Information of the other Party for any purpose other than the performance of the Services under the Agreement.
- 4.4** Avista’s Confidential Information also includes all information provided to Consultant by Avista, or developed or gathered by Consultant in connection with the Services. Until Information gathered by Consultant has been released by Avista for public disclosure, such Information must be held and protected by Consultant in accordance with this Section 4. Further, Consultant’s evaluations, analyses, reports and other assessments of Avista’s plans, facilities, and operations (whether presented orally or in writing or other tangible form) performed by or produced by Consultant pursuant to the Agreement will become the property of Avista and will be deemed Avista’s Confidential Information.
- 4.5** Consultant shall hold the terms of the Agreement in confidence, and shall not disclose said terms to third parties except as may be necessary to its accountants, attorneys, tax advisors, insurance carriers, and/or bankers. Upon Avista’s request, or upon termination of the Agreement, Consultant shall destroy or return to Avista, all documents or other materials containing Avista’s Confidential Information. Within two (2) weeks after (i) receipt of such request, or (ii) the termination or

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expiration of the Agreement, Consultant shall provide Avista with written confirmation that all materials containing Avista's Confidential Information in its possession have either been destroyed or returned to Avista. ***Consultant shall not retain any copies of Avista's Confidential Information, for any reason, without Avista's express written consent.***

- 4.6 Consultant certifies that it will require its employees performing Services under the Agreement to execute written agreements with Consultant containing appropriate non-disclosure and intellectual property ownership provisions sufficient to enable Consultant to comply with the confidentiality and non-disclosure provisions of the Agreement, prior to initiating the Services.
- 4.7 The Parties acknowledge that the unauthorized disclosure of Confidential Information, as defined in these General Conditions, may give rise to irreparable injury that may not be adequately compensated by monetary damages. Accordingly, in the event of a breach or a threatened breach of such Information, the non-breaching Party will be entitled to injunctive relief, in addition to any other remedies available at law or equity.

GC-5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 To the extent that Consultant is performing Services and/or furnishing Deliverables under the Agreement related to Consultant's own pre-existing proprietary software, Avista acknowledges that Consultant owns and will continue to own all proprietary rights including, but not limited to, any patent, copyright, trade secret, trademark and/or other proprietary rights, in and to such pre-existing deliverables and any derivative works. Consultant grants to Avista a permanent, non-exclusive, assignable, royalty-free license to use the pre-existing deliverables furnished by Consultant under the Agreement.
- 5.2 Except as set forth in Section 5.1 immediately above, all Services performed by Consultant, and all materials, products, and/or Deliverables developed or prepared for Avista by Consultant pursuant to the Agreement, are the property of Avista, and all title and interest in same will: (i) vest in Avista, and (ii) be deemed to be a work made for hire, made in the course of the Services rendered under the Agreement. To the extent that title to any such works may not vest in Avista by operation of law, or such works may not be considered works made for hire; all rights, title, and interest in such works are irrevocably assigned to Avista by Consultant by this reference. All such materials will belong exclusively to Avista, and Avista will have the right to obtain and hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals of same. Consultant shall give Avista (and any person designated by Avista) reasonable assistance, at Avista's expense, as may be required to perfect the rights defined in this Section. Unless Avista requests otherwise, upon completion or termination of the Services, Consultant shall turn over to Avista all materials and Deliverables developed pursuant to the Agreement.
- 5.3 The copyrights to all user manuals, training products, instructions, and software manuals (collectively, the "Documents") furnished by Consultant in connection with any Products and/or Services provided under the Agreement will remain the property of Consultant or Consultant's vendors. Avista may make copies of the Documents provided that: (i) the Documents are used only for backup or archival purposes, Avista employee training, support of Avista's operational use of the Products and/or Services, and non-commercial purposes; (ii) the Documents are not modified or altered in any way; and (iii) all copies of the Documents bear the copyright owner's copyright notice.

GC-6 TERMINATION

6.1 Termination for Convenience

- 6.1.1 Avista may terminate the Agreement, at any time, as to all or any portion of the Services not then performed, whether or not Consultant is then in breach or default, by providing written (*email acceptable*) notice ("Termination Notice" or "Notice") indicating the date upon which Consultant must stop performance of the Services. Upon receipt of a Termination Notice, Consultant shall stop performance of the Services, immediately, or as otherwise directed by Avista in such Notice.
- 6.1.2 If termination is not the result of Consultant's breach or default:
- Avista will pay Consultant in accordance with the pricing agreed to by the Parties for the actual Services (or number of units) completed, up to the date of the Termination Notice; provided however, that in no event will such compensation exceed the percentage of the Services (or number of units) satisfactorily completed at the time of such Notice.
 - Consultant shall inventory and release to Avista all unused Avista-owned or Avista-provided materials, parts and/or equipment procured to execute the Services. Consultant acknowledges that Avista will reduce the compensation payable under the Agreement by the cost of any material, part and/or equipment unaccounted for.
 - Consultant shall not be entitled to anticipated profits on Services not performed because of such termination, and shall use commercially reasonable efforts to minimize the compensation payable under the Agreement in the event of such termination.

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- 6.2 Termination for Cause.** In the event of a material breach by Consultant, Avista may terminate the Agreement, immediately. A material breach includes, without limitation, a material breach of any warranty, insolvency, bankruptcy, general assignment for the benefit of creditors, a receiver being appointed for Consultant's properties, Consultant becoming the subject of any proceeding commenced under any statute or law for the relief of debtors, Consultant abandoning the Services, or Consultant not performing the Services in accordance with the Agreement or failing to comply with any safety rule, regulation or standard. In the event of such termination, Consultant shall inventory and release to Avista all unused Avista-owned or Avista-provided materials, parts and/or equipment procured to execute the Services. Consultant acknowledges that Avista will reduce the compensation payable under the Agreement by the cost of any material, part and/or equipment unaccounted for.
- 6.3 Termination Assistance.** In the event the Agreement is terminated prior to the completion of the Services, Consultant shall provide whatever termination assistance (including but not limited to, knowledge and documentation transfer) Avista may request to affect the orderly transfer of information and performance responsibilities with minimal disruption to Avista and/or the new service provider selected by Avista.

GC-7 DISPUTE RESOLUTION/ESCALATION PROCESS

- 7.1** If any dispute arises between the Parties regarding: (i) issues of interpretation of the Agreement, (ii) the Services applicable under the Agreement, (iii) claim for payments due, or (iv) the Services changed or added by Change Order or Services Authorization, the Parties shall first negotiate informally, in good faith, to resolve such dispute or claim. Such informal negotiations will be conducted between representatives of each Party ("Representatives") and their respective contracting officials.
- 7.2** If the Representatives are unable to resolve the dispute after five (5) days of negotiations then, upon the written request of either Party, each of the Parties shall designate an officer: (i) to meet at a mutually convenient time and place to evaluate the position or contention of each Party, and (ii) endeavor to negotiate a resolution of the dispute. If the dispute is not resolved in the meeting between the Parties' officers, either Party may request non-binding mediation ("Mediation") by written notice to the other Party. Within seven (7) calendar days after a request for Mediation from either Party, the Parties will select a mutually acceptable mediator and commence non-binding Mediation. Each Party will bear its own cost of Mediation and one-half of the cost of the mediator. The venue of Mediation proceedings will be in Spokane, Washington. If the Parties are unable to resolve the dispute after conclusion of Mediation, then all unresolved disputes may be resolved in a court of competent jurisdiction.

GC-8 MISCELLANEOUS PROVISIONS

- 8.1 Assignment by Consultant.** Consultant shall not assign the Agreement, or any right or interest in the Agreement, without the prior written consent of Avista, which consent will not be unreasonably withheld. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Consultant from its responsibility to perform the Services in accordance with the Agreement.
- 8.2 Assignment by Avista.** Avista may assign the Agreement, without consent, to an affiliate or subsidiary, or to a successor that acquires all or substantially all of Avista's property and assets. Subject to the restriction on assignment by Consultant set forth in Section 8.1 above, the Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the successors, assigns, and legal representatives of the respective Parties.
- 8.3 Conflict of interest.** Consultant certifies that: (i) it is not aware of the existence of any relationship, family, or business (contractual or otherwise) between themselves, their principals, officers or employees and Avista, its directors, officers or employees that conflict with its obligations under the Agreement; and (ii) it will not perform any work for, or enter into any contract with others that may conflict with its contractual, professional, equitable or other obligations to Avista without the prior written approval of Avista.
- 8.4 Non-Solicitation.** Unless otherwise specified to the contrary in the Agreement, an amendment to the Agreement, or other fully executed document applicable under the Agreement, neither Party, as a "Hiring Party", may directly solicit to hire any employee of the other Party (the "Employer") without the express written consent of such Employer; provided, however, that the Hiring Party may employ an individual who applies for employment, *independently*, in response to general advertising or other general recruitment campaigns.
- 8.5 Ethics.** With regard to the Agreement and performance of the Services, Consultant shall not: (i) pay any commissions or fees, or grant any rebates to any Avista employee or officer; (ii) favor any Avista employee or officer with gifts or entertainment of significant cost or value; or (iii) enter into any business arrangements with Avista employees or officers in their individual capacities, without the prior written approval of Avista.
- 8.6 Outstanding Legal Claims.** The Parties certify that there are no outstanding legal claims, suits, or proceedings that would in any way conflict with the performance by Consultant of its obligations set forth in the Agreement. If any legal claim, suit, or proceeding, that is reasonably likely to affect the execution of the Agreement, is instituted against a Party, such Party

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shall promptly notify the other of the same.

- 8.7 Publicity/Advertising.** Neither Party shall issue any public statements, announcements, advertisements, or publications relating to the Agreement or its subject matter without the express, prior written consent of the other Party. Neither Party shall display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks, or other indicia of origin without the express, prior written consent. Either Party may disclose the other Party's name and a factual description of the Services being performed under the Agreement whenever required by reason of legal, accounting, or regulatory requirements.
- 8.8 Codes and Standards.** References to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such references are specific or by implication, mean the latest version of such standard, specification, manual, code or laws or regulations in effect on the Effective Date of the Agreement, except as may be otherwise specifically stated elsewhere in the Agreement.
- 8.9 Cumulative Rights and Remedies.** All rights and remedies of either Party under the Agreement, at law and in equity, are cumulative and not mutually exclusive; the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. Except as otherwise provided for in the Agreement, nothing contained in any provision of the Agreement will be construed to limit or exclude any right or remedy of either Party (arising because of the breach or default by the other Party or otherwise) existing under any other provision of the Agreement.
- 8.10 Severability and Waiver of Provisions.** The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted. The failure of Avista to insist upon or enforce strict performance by Consultant of any of the provisions of the Agreement, or to exercise any rights under the Agreement, will not be construed as a waiver or relinquishment to any extent of Avista's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.
- 8.11 Entire Agreement; No Third Party Beneficiaries.** The Agreement is the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties concerning its subject matter whether or not written. Nothing in the Agreement is intended to: (i) confer any right or benefit on a person or entity not a party to the Agreement, or (ii) impose any obligations of either Party on persons or entities not a party to the Agreement.
- 8.12 Time is of the Essence.** Whenever the Agreement sets forth a time for an act to be performed by Consultant, such time will be deemed "of the essence" and Consultant's failure to perform within the time allotted will be sufficient grounds for Avista to invoke any appropriate remedy including, without limitation, termination of the Agreement.
- 8.13 Attorney's Fees.** If any legal action or proceeding is brought by either Party against the other in connection with the Agreement, the prevailing Party will be entitled to recover from the other Party, reasonable attorney's fees fixed by the court, together with all costs incurred by the prevailing Party in connection with such action or proceeding.
- 8.14 Survival.** Any provisions of the Agreement that, by their sense and context, are intended to survive performance by either or both Parties pursuant to the Agreement, will survive the completion of performance of the Services, and termination or expiration of the Agreement. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion and acceptance of the Services, and termination or expiration of the Agreement.
- 8.15 Headings.** Section headings are for convenience, only, and will not be given effect in interpretation of the Agreement.
- 8.16 Further Assurances.** Each Party shall do all things necessary or advisable, including but not limited to, the preparation, execution, delivery, and recording of any instruments or agreements, in order to confirm and assure the intent and purposes of the Agreement.
- 8.17 Governing Law and Venue.** Any action at law or in equity to enforce the terms of the Agreement will be brought in Spokane County, Washington. The Agreement will be construed and interpreted in accordance with the laws of the State of Washington, excluding any choice of law rules that may direct the application of laws of a jurisdiction other than Washington.
- 8.18 Conflict Minerals Compliance.** *If applicable*, Contractor (and any subcontractor providing products that may contain the conflict minerals defined in this Section) shall conduct commercially reasonable "due diligence", as required by §1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Conflict Minerals Rule"), to ensure that any "Conflict Minerals" (defined as gold, tin, tantalum, and tungsten, as well as their derivatives, cassiterite, columbite-tantalite and wolframite) used in products supplied to Avista or incorporated into work performed for Avista are not sourced from the Democratic Republic of Congo or other adjoining countries as may be identified in the Conflict Minerals Rule.

[ENDOFGENERALCONDITIONS]