

SIGNED CONTRACT

SIGNED CONTRACT

PURCHASE CONTRACT
BETWEEN
PACIFICORP
AND
FOR
COMPUCOM SYSTEMS, INC.

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Company: Initial RA JC

**PURCHASE CONTRACT
BETWEEN
PACIFICORP
AND
COMPUCOM SYSTEMS, INC.**

PARTIES

The Parties to this Purchase Contract (hereafter "Contract") are PACIFICORP (hereinafter "Company") whose address is 825 NE Multnomah Street, Portland, Oregon 97232 and Compucocom Systems, Inc. (hereinafter "Supplier") whose address is 7171 Forest Lane, Dallas, TX 75230.

ARTICLE 1. DEFINITIONS

Defined Terms:

Emergency shall be defined as conditions under which, without effecting an immediate repair or replacement: life, health or safety would be endangered by operation of the facilities; the facility would be unavailable for commercial use; or the facility could not be operated, or demonstrated to be operating, in compliance with environmental regulations.

Manufacturer shall mean all third party manufacturers, distributors, and suppliers.

Personnel shall mean the employees of Supplier or any of its agents, Subcontractors, or independent contractors who are employed to perform Work under this Contract.

Product shall mean (1) computer hardware products manufactured by third parties, (ii) computer software products supplied by third parties, and (iii) third party computer hardware/software services. As used herein, the term "Products" and "Services" are interchangeable and shall both refer solely to the provision Products.

Project Representative shall mean the person designated by each Party, prior to commencement of the Work, as authorized to act in its behalf to administer and perform the Work.

Release shall describe the Work, location and specific terms and conditions to be accomplished for each project, applicable to the Work

Scope of Work "SOW" shall be defined as Exhibit A, "Scope of Work."

Subcontractor shall mean any individual, firm, partnership, corporation or contractor, at any tier, having an agreement with Supplier to perform a portion of Supplier's obligations under this Contract.

Work as used herein, shall mean all obligations, duties, requirements, and responsibilities required for the successful and complete performance of the Contract by Supplier, including the furnishing of all Products and/or services which the parties agree are integral to the furnishing of the Product. (in addition to obtaining all licenses and permits), in accordance with the terms and conditions set forth herein.

Workers' Compensation Laws shall be defined as the statutory requirements of the state and/or federal regulations (e.g., FELA, USL&H, Jones Act) where the Work is to be performed.

Work Site shall mean the location or locations where the Work is to be performed.

ARTICLE 2. DESCRIPTION OF WORK

Supplier shall provide Company certain Products under the terms of this Contract and Attachment 1. For avoidance of doubt, this Contract does not provide for the provision of information technology services. Supplier shall perform the Work as

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required in Exhibit A, "Scope of Work" as requested by Company and as more specifically described in individual Releases to be issued pursuant to this Contract.

Except as otherwise provided in this Contract, Supplier shall be solely responsible for the means, methods, and procedures of performing the Work.

ARTICLE 3. RELEASE

For each project to be performed by Supplier hereunder, the authorized representative of Company shall submit to Supplier a Release in the format of a purchase order release issued through Company's procurement system. A unique Release, each with a unique corresponding purchase order number, shall be issued for each new project, shall reference and be governed by this Contract, and when executed, shall be incorporated into this Contract by this reference. The Release will describe, as applicable, the Work to be provided, the location where the Work is to be provided, the performance period, Company and Supplier contacts, and any invoicing instructions. Any purchase order issued by Company shall be deemed a convenient payment device only and any terms and conditions contained therein shall not be a part of this Contract.

In the event of any Emergency, Company will provide Supplier with a verbal notice to be followed as soon as practicable thereafter by a Release.

ARTICLE 4. TERM

The term of this Contract shall be effective as of April 1, 2009 (the "Effective Date") and shall continue for an initial term of three years with an optional one-year extension thereafter, as agreed to in writing by both Parties. This Contract shall remain effective for Work thereafter performed when such Work has been authorized by a Release issued during the above time period. Both Parties agree that time is of the essence in the performance of the Work under each Release.

ARTICLE 5. CONSIDERATION AND PAYMENT

Supplier shall invoice Company per the applicable purchase order and Release, and shall submit each invoice to Accounts Payable. As full consideration for the satisfactory performance of Supplier's obligations under this Contract and the applicable Release, Company will pay all undisputed invoice amounts within thirty (30) calendar days of receipt of that invoice.

All invoices shall be addressed as follows:

PacifiCorp
Attn: Accounts Payable _____
825 NE Multnomah Street, Bldg 1033 _____
Portland, OR 97232 _____

INVOICES WHICH DO NOT CONTAIN THE ABOVE INFORMATION, OR ARE NOT
ADDRESSED AS ABOVE, MAY CAUSE PAYMENT DELAY.

ARTICLE 6. TAXES

The consideration as stated in ARTICLE 5, CONSIDERATION AND PAYMENT, includes all taxes to be borne by Company arising out of Supplier's performance hereunder including, without limitation, sales, use, and value-added taxes. State and local sales and use taxes shall be stated separately and shown on all invoices as a separate line item.

ARTICLE 7. TRAVEL

If required for the Work, pre-approved expenses for travel and related expenses will be reimbursed at Supplier's cost to the extent that such expenses are supported by original receipts or invoices and are in accordance with Company's travel policy, attached hereto as Exhibit B, "Guidelines for PacifiCorp Expense Reports." Travel and expense invoices shall be submitted along with invoices for the completion of each Release.

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ARTICLE 8. ACCOUNTING AND AUDITING

Supplier shall keep accurate and complete accounting records in support of all cost billings and claims to Company in accordance with generally recognized accounting principles. Company, and its audit representatives, shall have the right upon thirty (30) days prior written notice to examine, audit and copy the records, vouchers, and their source documents which serve as the basis for compensation instead of any pricing elements which are fixed in amount by this Contract. During such visits, Company personnel shall adhere to the facility safety policies and procedures and use reasonable care to not disrupt, slow or impede Supplier's personnel from performing their respective duties. Such documents shall be available for examination, audit, and copying for three (3) years after the completion or termination of this Contract.

Supplier shall assist Company with preparing necessary audit material and will allow Company to review any work papers prepared by independent auditors as allowed by professional standards. For avoidance of doubt, nothing herein shall be construed as granting Company access to Supplier's general ledgers or records that do not relate to performance of the Work; Company may access only those records associated with the direct business between Company and Supplier.

ARTICLE 9. CREDIT REQUIREMENT

Any net over collections (i.e. over collections net of under collections) by Supplier shall be returned to Company within thirty (30) calendar days from date of notice of overcharge.

Supplier shall meet the following requirements: a) no change in the condition of its earnings, net worth, or working capital over the last 24 months which would reasonably be anticipated to impair the Supplier's ability to meet its obligations under this Contract, and b) If requested by Company, Supplier shall within thirty (30) calendar days provide Company with copies of its most recent annual and quarterly financial statements prepared in accordance with generally accepted accounting principles.

ARTICLE 10. SECURITY

In the event Supplier fails to satisfy the credit requirements under ARTICLE 9, CREDIT REQUIREMENT, Company may request Supplier provide Company with security against defaults by Supplier under this Contract in such form and amount as may be reasonably required by Company ("Default Security"), and pursuant to such additional agreements or instruments as may be reasonably required by Company other than a letter of credit. Company may at any time, or pursuant to a request by Supplier, recalculate the amount of Default Security required pursuant to this paragraph, in which case Company shall increase or decrease the existing amount of Default Security, as appropriate, to conform the new requirements. At no time shall the amount of Default Security to which Company is entitled pursuant to this paragraph be less than Company's "Net Replacement Costs", as calculated pursuant to this ARTICLE 10, SECURITY.

If this Contract is terminated as a result of Supplier's default, Supplier shall pay Company the positive difference, if any, obtained by subtracting the Contract Value from the Replacement Price for any Work that Supplier was obligated to but did not provide plus compensation for additional managerial and administrative services and such other costs and damages as are incurred by Company as a result of Supplier's default ("Net Replacement Cost"). Amounts owed by Supplier pursuant to this paragraph shall be due within five (5) business days after any invoice from Company for the same.

The terms of any letter of credit required by Company shall conform to the attached Exhibit _ "Form of Acceptable Letter of Credit, Drawing Certificate and Transfer Certificate," as well as the requirements of this Contract, and be issued by a bank acceptable to Company. This letter of credit shall provide for payment to Company of the stated amount therein if Supplier defaults under the terms of this Contract.

The Company shall have the right to call the entire amount of the letter of credit if Supplier has not renewed the letter of credit within thirty (30) calendar days of its expiration.

Supplier's expenses of complying with this letter of credit requirement shall be paid by the Supplier.

ARTICLE 11. WITHHOLDING PAYMENT

Company may, without limiting any other rights or remedies Company may have, withhold from payments sufficient amounts which, in the opinion of Company, reflect the reasonable cost to repair or replace unsatisfactory Work or the value of

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any claim against Company which Supplier has failed to settle pursuant to its indemnity contained herein. Company may also retain from any payment sufficient funds to discharge any delinquent accounts of Supplier for which liens on Company's property have been or can be filed, and Company may at any time pay there from for Supplier's account such amounts as are, in the opinion of Company, due thereon, including any sums due under any federal or state law.

ARTICLE 12. PROJECT REPRESENTATIVE

Prior to commencement of the Work, each Party shall designate a Project Representative authorized to act in its behalf and shall advise the other Party in writing of the name, address, and telephone number of such designated Project Representative, and shall inform the other Party of any subsequent change in such designation. All communications relating to the day-to-day activities under this Contract shall be exchanged between such designated Project Representatives. Either Party may change the identity or address of its designated Project Representative by giving the other Party written notice of such change.

ARTICLE 13. NOTICES

Any notice by either Party to the other shall be delivered to the office of the designated representative of the other Party set forth below, or, if deposited in the U.S. mail properly stamped with the required postage and addressed to the office of such representative.

If to Company: _____ PacifiCorp _____ _____ _____ Attn: _____ Telephone: _____	If to Supplier: _____ _____ _____ _____ Attn: _____ Telephone: _____
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ARTICLE 14. SAFETY AND SITE REGULATIONS

Supplier shall be solely responsible for being aware of and initiating, maintaining, and supervising compliance with all safety laws, regulations, precautions, policies, and programs applicable to Supplier in connection with Supplier's performance of this Contract and any Company policies or procedures provided to Supplier by Company in connection with any visit to any Company facilities.

ARTICLE 15. EXAMINATION OF WORK AND PROGRESS REPORTS

Supplier shall submit periodic progress reports as requested by Company. Company, its agent or representatives, may visit Supplier's office at any reasonable time to determine status of ongoing Work required by this Contract.

All Work will be subject to examination at any reasonable time or times by Company, which shall have the right to reject unsatisfactory Work. Neither examination of Work nor the lack of same nor acceptance of the Work by Company nor payment therefore shall relieve Supplier from any of its obligations under this Contract.

ARTICLE 16. PROFESSIONAL RESPONSIBILITY AND WARRANTY

Each Party warrants that it has the right and power to enter into this Contract and that an authorized representative has executed this Contract. Supplier further warrants that it shall perform the Work using the standards of care, skill, and diligence normally provided by a professional in the performance of similar Services, and shall comply with all codes and standards applicable to the Work.

The Supplier shall warrant its ability to perform the services described herein in an accurate and timely fashion, including renewals. The Supplier shall be liable for all charges associated with not renewing support contracts properly or on a timely basis per the agreed upon timeline listed in Exhibit A, Scope of Work. Such charges include the cost of any support calls, upgrades, repairs, re-instatement fees, any other costs associated with the lapse in the renewal process. The Supplier shall only be liable for such charges if the lapse in their support services directly relates to Supplier's performance or nonperformance

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prior to and during the renewal process. Supplier is not responsible for the installation of Customer Replaceable Units ("CRUs") or Field Replaceable Units ("FRUs") as defined by the applicable OEM. Delays caused directly by Company personnel will be excluded from such charges. THE FOREGOING SETS FORTH THE EXCLUSIVE REMEDIES AGAINST SUPPLIER FOR CLAIMS BASED ON SERVICE WARRANTY.

Hardware and Software Pass-Through Warranties for Third-Party Products. As a reseller of Products for the relevant warranty period, to the extent permitted by the applicable Manufacturer and applicable law, Supplier hereby assigns and passes through to Company, any and all (a) end-user warranties made by the applicable Manufacturer, (b) licenses ordered or intellectual property rights indemnities and (c) other liabilities of the applicable Manufacturer. Supplier does not provide any independent warranties, intellectual property indemnities or other product liability with respect to Products.

EXCEPT AS PROVIDED IN THIS SECTION, SUPPLIER MAKES NO INDEPENDENT WARRANTY OF ITS OWN, EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER WITH RESPECT TO PRODUCTS FURNISHED UNDER THIS CONTRACT OR ANY SOW. ALL OTHER IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED BY SUPPLIER, INCLUDING BUT NOT LIMITED TO WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE OR AGAINST CLAIMS OF PATENT INFRINGEMENT OR THE LIKE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE THE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY.

ARTICLE 17. CHANGES

Company may at any time in writing require changes and/or additions within the general scope of this Contract or any amendment hereto, direct the omission of or variation in Work, or alter the schedule. If such direction results in a material change in the amount or character of the Work, an equitable adjustment in the Contract price and other such provisions of this Contract as may be affected shall be made, and this Contract shall be modified in writing signed by both Parties.

No change shall be binding upon Company until a change order is executed by an authorized representative of Company which EXPRESSLY STATES THAT IT CONSTITUTES A CHANGE ORDER TO THIS CONTRACT. THE ISSUANCE OF INFORMATION, ADVICE, APPROVALS, OR INSTRUCTIONS BY ANYONE OTHER THAN THE AUTHORIZED COMPANY REPRESENTATIVE SHALL NOT CONSTITUTE AN AUTHORIZED CHANGE ORDER PURSUANT TO THIS ARTICLE.

Nothing contained in this ARTICLE 17 shall excuse Supplier from proceeding with the prosecution of the Work in accordance with the Contract.

ARTICLE 18. INSURANCE AND WORKERS' COMPENSATION

Without limiting any liabilities or any other obligations of Supplier, Supplier shall, prior to commencing Work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-VII or better the following insurance coverage:

Workers' Compensation. Supplier shall comply with all applicable Workers' Compensation Laws and shall furnish proof thereof to the satisfaction of the Company prior to commencing Work.

All Workers' Compensation policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against the Company, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all Parties. Notwithstanding the above, Supplier will not waive subrogation against the Company, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers in the event of their joint or individual negligence,

Employers' Liability. Insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

Commercial General Liability. The most recently approved ISO policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate (on a per location and/or per job basis) bodily injury and property damage, including the following:

- a. Premises and operations coverage

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- b. Independent contractor's coverage
- c. Contractual liability
- d. Products and completed operations coverage
- e. Coverage for explosion, collapse, and underground property damage
- f. Broad form property damage liability
- g. Personal injury liability, with the contractual exclusion removed

Business Automobile Liability. The most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to Supplier's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Work.

Professional Liability. Insurance covering damages arising out of negligent acts, errors, or omissions committed by Supplier in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim.

Umbrella Liability. Insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the coverage and limits required in Employers' Liability insurance, Commercial General Liability insurance and Business Automobile Liability insurance above. Supplier shall notify Company, if at any time their minimum required umbrella limit is not available during the term of this Contract, and will purchase additional limits, if requested by Company.

Except for Workers' Compensation, the policies required herein shall include provisions or endorsements naming Company, its officers, directors, agents, and employees as additional insureds.

To the extent of Supplier's negligent acts or omissions, all policies required by this Contract shall include provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company is excess and not contributory insurance with the insurance required hereunder: provisions that the policy contains a cross liability or severability of interest clause or endorsement: and provisions that such policies not be canceled or their limits of liability reduced below the minimum limits required by this Contract without 1) ten (10) calendar days prior written notice to Company if canceled for nonpayment of premium, or 2) thirty (30) calendar days prior written notice to Company if canceled for any other reason. Primary and non-contributory coverage limited to general liability only and does not apply in the event of the sole negligence of Company or Company third party. A certificate shall be furnished to Company prior to commencement of Work by Supplier. Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate.

ARTICLE 19. INDEMNIFICATION

Supplier specifically and expressly agrees to indemnify, defend, and hold harmless and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, asserted by third parties for damages brought or made against or incurred by any of the Indemnitees resulting from or arising out of any negligence or wrongful acts of Supplier, its employees, agents, representatives or Subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of Supplier's obligations under this Contract. The indemnity obligations under this Article:

- a. Loss of or damage to any real or tangible personal property of Company, Supplier or any third party;
- b. Bodily or personal injury to, or death of any person(s), including without limitation employees of Company, or of Supplier or its Subcontractors of any tier; and
- c. Claims arising out of Workers' Compensation, Unemployment Compensation, or similar such laws or obligations applicable to employees of Supplier or its Subcontractors of any tier

Company shall provide prompt written notice of any such claim and necessary information and assistance so that, at its option, may defend or settle claim, and shall not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this Article.

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TCB JC

Indemnity obligation under this Article shall not extend to any liability to the extent caused by the negligence of the Indemnitites.

ARTICLE 20. CONSEQUENTIAL DAMAGES

SUPPLIER'S ENTIRE LIABILITY FOR ANY CLAIM ARISING FROM THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED THE GREATER OF 200% OF COMPENSATION PAID TO SUPPLIER UNDER THIS CONTRACT WITHIN THE LAST TWELVE (12) MONTHS FROM THE DATE THE CAUSE OF ACTION ARISES OR \$1,000,000; HOWEVER, THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (I) INDEMNITY CLAIMS UNDER SECTION 19 A, B OR C CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER; OR (II) DAMAGES CAUSED BY SUPPLIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN NO EVENT SHALL COMPANY OR SUPPLIER BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR LOST GOODWILL, ARISING OR RELATED TO THIS CONTRACT, WHETHER SUCH DAMAGES ARE ARISING FROM CONTRACT OR NEGLIGENCE.

ARTICLE 21. SUPPLIER'S PERSONNEL/DRUGS, ALCOHOL AND FIREARMS

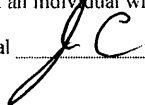
Supplier shall employ in the performance of the Work only persons qualified for the same. Supplier shall at all times enforce strict discipline and good order among its employees and the employees of any Subcontractor of any tier. Supplier shall not permit or allow the introduction or use of any firearms, illegal drugs or intoxicating liquor upon the Work under this Contract, or upon any of the grounds occupied, controlled, or used by Supplier in the performance of the Work. Supplier shall immediately remove from the Work, whenever requested by Company, any person considered by Company to be incompetent, insubordinate, careless, disorderly, in violation of the above restriction on firearms, illegal drugs or intoxicating liquor, or under the influence of illegal drugs or intoxicating liquor, and such person shall not again be employed in the performance of the Work herein without the consent of Company.

ARTICLE 22. PERSONNEL SCREENING


- a. Upon request by Company, Supplier shall conduct, at Supplier's cost and expense, the requisite background checks for the current and past countries of residence of all Personnel. The background checks shall be updated no less frequently than every seven (7) years or upon request by Company, and shall, at a minimum, consist of a social security number verification and seven-year criminal, civil and military history background check, including: (a) felony or misdemeanor convictions for a crime punishable by imprisonment for a term exceeding one year; (b) civil adjudication as mentally defective or commitment to a mental institution; and (c) dishonorable discharge from the military. All background checks will be conducted in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any. Supplier shall ensure that each of the Personnel sign an appropriate authorization form prior to background checks being conducted, acknowledging the background check is being conducted and authorizing the information obtained to be provided to Company. Company may also request that Supplier provide an ongoing and updated list of persons that have been denied access to the Work or Company's facilities. Employment history, education verification, and professional certifications for Personnel may also be required by Company.
- b. Supplier shall have and ensure compliance with a substance abuse/drug and alcohol policy that complies with all applicable federal, state and/or local statutes or regulations..
- c. For any Personnel who has had a recent background check or drug test, such recent background check or drug test shall be documented pursuant to the previous paragraph. For purposes of this Contract, a background check is valid for seven (7) years and "recent" shall be defined as seven (7) years prior to the assignment date; however, in the event Personnel has had a break in service for greater than two (2) years, a new background check will be required. Certification of Personnel compliance with the background check and the drug test shall be submitted to Company on the form included as Exhibit D "Contractor Information Form". Supplier warrants that Supplier and the Personnel are in compliance with Supplier's substance abuse/drug and alcohol policy.
- d. Supplier shall ensure Department of Transportation compliance, including but not limited to valid drivers license, equipment inspections, hours of service and all appropriate documentation for any Personnel who may drive while on assignment to Company.

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Company: Initial



- e. Supplier shall designate one person to be responsible for compliance with the requirements of this ARTICLE 22, PERSONNEL SCREENING, and all reporting and inquiries shall be made to a duly authorized representative of Company in a timely manner.

ARTICLE 23. NERC CIPS COMPLIANCE

In the event that the Work under this Contract requires any authorized cyber or authorized unescorted physical access to Company's CIP Covered Assets, Supplier and the Sensitive Personnel shall be required to comply with North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection Standards ("CIPS"), as adopted by Company's Criteria (attached hereto as Exhibit C, "Company's Criteria"). For all Sensitive Personnel, Supplier shall:

- a. Ensure Sensitive Personnel are informed of and comply with Company's training, personnel risk assessment, security awareness and information protection programs;
- b. Conduct the background checks outlined in subsection (a) of ARTICLE 22, PERSONNEL SCREENING and provide the certification required by subsection (c) of the same article;
- c. Conduct the drug test outlined in subsection (b) of ARTICLE 22, PERSONNEL SCREENING and provide the certification required by subsection (c) of the same article;
- d. Ensure Sensitive Personnel complete Company provided CIPS compliance training prior to accessing CIPS Covered Assets;
- e. Provide Company with a list of Sensitive Personnel authorized to access CIPS Covered Assets that shows Sensitive Personnel's information sensitivity classification clearance level and assures Sensitive Personnel adherence to protected information handling procedures;
- f. Report Sensitive Personnel terminations for cause immediately to Company but not longer than twelve (12) hours from time of termination and report all other Sensitive Personnel terminations or changes in employment status for those who no longer require access within twelve (12) hours from time of occurrence;
- g. Keep accurate and detailed documentation to confirm compliance with the requirements of the NERC CIPS.

Supplier shall not allow any Personnel who have not met the foregoing requirements of this ARTICLE 23, NERC CIPS COMPLIANCE to perform Work, unless Supplier has received prior written consent from Company. Supplier shall supply Company with a certification on the form included as Exhibit D "Contractor Information Form" for each of the Sensitive Personnel to be assigned to the Work, prior to such assignment.

Supplier and its Sensitive Personnel shall each be required to execute a separate confidentiality and non-disclosure statement, substantially in the form of Exhibit E, "Confidentiality and Non-Disclosure Agreement."

Supplier shall designate one person to be responsible for compliance with the requirements of this ARTICLE 23, NERC CIPS COMPLIANCE, and all reporting and inquiries shall be made via e-mail to CIPS-Contracting@PacifiCorp.com. Any event giving rise to a reporting obligation under this ARTICLE 23, NERC CIPS COMPLIANCE shall be reported to Company within twelve (12) hours of its occurrence.

ARTICLE 24. BUSINESS ETHICS

Supplier, its employees, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the conduct of Work for the Company.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

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Company: Initial *TCB*

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ARTICLE 25. PROTECTION OF EXISTING FACILITIESRESERVED

Supplier shall avoid interference with Company's operations.

ARTICLE 26. PROGRESS MEETINGS

Company will conduct periodic meetings with Supplier and discuss any unusual conditions or critical items which have affected or could affect the Work.

ARTICLE 27. LAWS AND REGULATIONS

Supplier shall at all times comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including without limitation, those governing wages, hours, desegregation, employment discrimination and harassment, employment of minors, health, and safety. Supplier shall comply with equal opportunity laws and regulations to the extent that they are applicable.

Supplier shall indemnify, defend, and hold harmless Company, its officers, directors, employees, and agents from all losses, costs and damages asserted by a third party and arising directly by reason of any violation thereof and from any liability, including without limitation, fines, penalties, and other costs arising out of Supplier's failure to so comply.

ARTICLE 28. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and all persons employed by Supplier in connection herewith shall be employees of Supplier and not employees of Company in any respect. Nothing in this Contract is intended to construe the existence of a partnership, joint venture or agency relationship between the Parties. The Parties agree that Company bears no responsibility with regard to independent contractor's compliance with tax codes, workers' compensation law and unemployment law, and that Supplier as an independent contractor remains at all times responsible for its own taxes, licenses and insurance..

ARTICLE 29. COOPERATION WITH OTHERS

Supplier shall fully cooperate and coordinate with Company employees and other contractors who may be awarded other work. Supplier shall not commit or permit any act which will interfere with the performance of Work by Company employees or other contractors.

ARTICLE 30. LIENS

Supplier shall 1) indemnify, defend, and hold harmless Company from all laborers', materialmen's, and mechanics' liens, or claims made or filed upon the Work, or the property on which the Work is located on account of any Work or Service performed or furnished by Supplier's Subcontractors of any tier and all laborers, materialmen, mechanics, and other persons in connection with the Work, and 2) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Supplier, its Subcontractors of any tier, and all laborers, materialmen, mechanics, and other such persons.

If any lien arising out of this Contract is filed before or after Work is completed, Supplier, within thirty (30) calendar days after receiving from Company written notice of such lien, shall obtain release of or otherwise satisfy such lien. If Supplier fails to do so, Company may take such steps and make such expenditures as in its discretion it deems advisable to obtain release of or otherwise satisfy any such lien or liens, and Supplier shall upon demand reimburse Company for all costs incurred and expenditures made by Company in obtaining such release or satisfaction.

Supplier's obligation to indemnify, defend, and hold harmless Company from liens shall not in any way be rendered unenforceable, or altered, amended, eliminated or otherwise conditioned by any laws and regulations related to processing such liens.

ARTICLE 31. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS

Supplier shall advise Company in writing of all conflicts, errors, omissions, or discrepancies among the various documents comprising this Contract immediately upon discovery and prior to Supplier's performing the affected Work. Company shall resolve such conflicts and such resolution shall be final. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be considered as if shown or mentioned in both.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Supplier: Initial JC

Company: Initial TJB

ARTICLE 32. CLAIM NOTICE AND RESOLUTION PROCEDURE

In the event Supplier has a claim or request for a change order, a time extension, additional compensation, any other adjustment of the Contract terms, or any dispute arising out of the Work (hereinafter "Claim"), Supplier shall notify Company in writing within thirty (30) calendar days following (i) the occurrence of the event giving rise to the Claim or (ii) the date Supplier became aware of the need to submit a Claim, whichever is later. Supplier's failure to give notice as required will constitute a waiver of all of Supplier's rights with respect to the Claim.

As soon as practicable after Claim notification, Supplier shall submit the Claim to Company with all supporting information and documentation. In the event that Supplier is requesting a change order, Supplier shall provide all supportive materials reasonably necessary to inform Company of the reason for the requested changed and the magnitude thereof, (with respect to the project schedule or the cost of the applicable project, or both. Supplier shall also respond promptly to all Company inquiries about the Claim and its basis.

Any Claim, which is not disposed of by mutual agreement between the Parties, shall be decided by Company, which shall provide a written decision to Supplier. Such decision shall be final unless Supplier, within thirty (30) calendar days after such receipt of Company's decision, provides to Company a written protest, stating clearly and in detail the basis thereof. It is agreed that Supplier's failure to protest Company's decision shall constitute a waiver by Supplier of its Claim. Even if a Claim arises, Supplier shall continue its performance of this Contract. Notwithstanding the above procedure, Supplier may initiate legal proceedings through a court of competent jurisdiction if Company's review and decision, including any protest that is not acceptable to Supplier.

ARTICLE 33. SUSPENSION OF WORK

Company may, by written notice, direct Supplier to suspend performance of any or all of the Work for a specified period of time. Upon receipt of such notice to suspend, Supplier shall 1) discontinue Work, 2) place no further orders or subcontracts, 3) suspend all orders and subcontracts, 4) protect and maintain the Work, and 5) otherwise mitigate Company's costs and liabilities for those areas of Work suspended. Any documented, additional costs incurred by Supplier that are directly related to the suspended performance will be presented to Company in the form of a suspension of services and request for relief, and for which Company agrees to reimburse Supplier.

ARTICLE 34. TERMINATION FOR CONVENIENCE

Company may terminate this Contract prior to its completion at any time, without cause, by sending to Supplier written notice of such termination. Upon such termination, Company will pay to Supplier for all Work satisfactorily performed (or Work that is received and not rejected by Company) by Supplier as of the date of termination. Orders placed or in process will not be impacted by such termination of this Contract and will survive for the duration of the obligation of each such order that cannot be suspended subject to the terms of this Contract. Company shall not be liable for any anticipated profits by Supplier which are based upon Work not yet performed.

Supplier may terminate this Contract prior to its completion at any time (which shall effectively terminate any outstanding Release and Scope of Work that is not completed as of the date of such termination as well), without cause, by providing Company ninety (90) days prior written notice. Upon such termination, Supplier will complete all services and provide all products to Company for which Company has already paid or Supplier will refund such prior payment, and Company shall pay Supplier for all Work completed as of the date of such termination.

ARTICLE 35. TERMINATION FOR CAUSE

- 1. For purposes of this Contract, a material default by Supplier shall be the occurrence of any of the following:
 - a. A breach by Supplier of any of its material obligations under this Contract, if such breach continues uncured for a period of thirty (30) calendar days after receipt of written notice from Company, unless such breach cannot by its nature be remedied within such period in which event Supplier shall provide evidence reasonably satisfactory to Company within ten (10) calendar days after receipt of such notice that such breach will be corrected or that Supplier is making reasonable progress to that end. For purposes of the Contract, a breach of material obligations by Supplier shall include, without limitation: Supplier's refusal or neglect to supply sufficient and properly skilled workmen, materials of the proper quality or quantity, or equipment necessary to properly perform the Work described in this Contract; and/or

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Supplier: Initial JC

Company: Initial TCB

Supplier's failure in any respect to prosecute the Work or any part thereof with promptness, diligence, and in accordance with all of the material provisions hereof;

- b. A determination that any representation, statement, or warranty made by Supplier in this Contract, the Supplier's proposal, or any other statement, report, or document which Supplier is required to furnish to Company was false or misleading in any material respect;
 - c. The filing by or against Supplier of a proceeding under any bankruptcy or similar law, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; the making by Supplier of any assignment for the benefit of creditors; the filing by or against Supplier for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; the appointment of or the application for the appointment of a receiver, trustee, or custodian for any material part of Supplier's assets unless such appointment is revoked or dismissed within thirty (30) calendar days from the date thereof; the attempt by Supplier to make any adjustment, settlement, or extension of its debts with its creditors generally; the insolvency of Supplier; the filling or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of Supplier's assets, unless such lien or levy of execution is dissolved within thirty (30) calendar days from the date thereof.
 - d. A material adverse change (including without limitation any change in control of the majority of Supplier's assets, or failure to satisfy the credit requirements of ARTICLE 9, CREDIT REQUIREMENT) has occurred with respect to Supplier and Supplier fails to provide such performance assurances as are reasonably requested by Company, including, without limitation, the posting of additional "Security" pursuant to ARTICLE 10, SECURITY.
2. Company's failure to comply with its payment obligations under the Contract, which remain uncured after thirty (30) calendar days from receipt of written notice shall be deemed a material default of Company and Supplier may terminate the Contract with thirty (30) calendars written notice.
 3. Upon the occurrence of a breach or material default specified in this ARTICLE 35, TERMINATION FOR CAUSE, the Supplier or Company shall have the right to terminate this Contract for cause.
 4. Upon the occurrence of any such material default, following the applicable process described in this ARTICLE 35, TERMINATION FOR CAUSE, the non-breaching party shall be entitled upon written notice to the breaching party and without limiting any of the non-breaching party's other rights or remedies, to terminate this Contract,
 5. Upon termination of this Contract or any portion of this Contract upon a material default, the non-breaching party shall be entitled to pursue any and all rights and remedies that it may have against the breaching party under this Contract or at law or in equity.

ARTICLE 36. DELAYS

Force Majeure. Neither Party shall be liable for delays due to strikes or other labor disturbances which are not (a) restricted to the Work Site, or other location where the obligations under this Contract are being performed and (b) attributable to the actions of the Party claiming the Force Majeure, fire, riots, acts of God, acts of the public enemy, or other similar unforeseeable cause beyond the control and without the fault or negligence of the Party incurring such delay; however, both Parties agree to seek to mitigate the potential impact of any such delay. Any Force Majeure delay shall not be the basis for a request for additional compensation. In the event of any such delay, the required completion date may be extended for a reasonable period not exceeding the time actually lost by reason of the delay.

Company-Caused Delay. Should Company cause a delay in Supplier's performance and if Company and Supplier determine the facts justify an extension of time and/or additional compensation and no remaining float time exists in the schedule, this Contract will be so modified. Company and Supplier may, agree, in lieu of granting an extension of time, that Supplier shall regain the schedule whereby Company shall compensate Supplier for all additional costs reasonably incurred thereby. No adjustment under this Article shall be made for any delay to the extent that it is caused or contributed to by Supplier or performance would have been delayed by any other cause, including the fault or negligence of Supplier.

JC

TCB

Request For Time Extension. Any request for time extension or additional compensation shall be made in accordance with ARTICLE 32, CLAIM NOTICE AND RESOLUTION PROCEDURE.

ARTICLE 37. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER NONDISCRIMINATION CLAUSES

Supplier shall at all times comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards including, without limitation, those governing wages, hours, desegregation, employment discrimination, employment of minors, health, and safety. Supplier shall comply with equal opportunity laws and regulations to the extent that they are applicable.

Supplier shall indemnify, defend and hold harmless Company, its directors, officers, employees, and agents from all losses, costs, and damages by reason of any violation thereof and from any liability, including, without limitation, fines, penalties, and other costs arising out of Supplier's failure to so comply.

ARTICLE 38. RELEASE OF INFORMATION – ADVERTISING AND PROMOTION

Neither Company nor Supplier shall publish, release, disclose, or announce to any member of the public, press, official body, or any other third party any information concerning this Contract and/or the Work, or any part thereof, without the express prior written consent of Company, except as required by law. Neither the names of Company, nor the Work Site shall be used in any advertising or other promotional context by Supplier without the express prior written consent of Company and Company shall not use Supplier's name in any of its advertising or other promotional materials without the express prior written consent of Supplier.

ARTICLE 39. CONFIDENTIAL INFORMATION NONDISCLOSURE

Definition of Confidential Information. As used in this Contract, the term "Confidential Information" means 1) proprietary information of the disclosing party marked or designated by the disclosing party as confidential, 3) information, whether or not in written form and whether or not designated as confidential, which a reasonable person in a similar situation would deem to be confidential, 4) personal protected information (including but not limited to Contractor's credit or financial information and information relating to an identified or identifiable natural person, whether or not such information is publicly available). **Nondisclosure.** The receiving party agrees that it will not disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of the disclosing party.

Nonuse. The Receiving party further agrees that it will not use Confidential Information except as may be necessary to perform the Work called for by this Contract.

Protection. Confidential Information will be made available by the receiving party to its employees only on a "need to know" basis and only after notifying such employees of the confidential nature of the information and such persons are obligated to protect Confidential Information on terms at least as restrictive as those in this Contract. The receiving party agrees to take all reasonable precautions to protect the confidentiality of Confidential Information and, upon request by the disclosing party, to return to the disclosing party any documents which contain or reflect such Confidential Information.

Unless waived by the disclosing party, the receiving party shall require its employees and Subcontractors of any tier to adhere to these confidential information and nondisclosure terms.

ARTICLE 40. OWNERSHIP OF DESIGNS, DRAWINGS AND WORK PRODUCT

Excluding third party products (hardware or software) ordered for delivery through Supplier, other materials prepared or developed hereunder by Supplier or its employees, or Subcontractors or their employees or agents, which are set forth as a specific requirement for delivery pursuant to a schedule set forth in each order or Release, including documents, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models, and samples and which are prepared in response to Company's specifications and drawing provided to Supplier by Company shall become the property of Company when prepared, whether delivered to Company or not, and shall, together with any materials furnished to Supplier and its employees by Company hereunder, be delivered to Company upon request, and, in any event, upon termination or final acceptance of the Work.

Supplier may, upon request to Company and subject to Company's consent, retain copies of such material for furtherance of its professional knowledge.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Supplier: Initial JC

Company: Initial JCS

ARTICLE 41. NONEXCLUSIVE RIGHTS

Nothing in this Contract is to be construed as granting to Supplier an exclusive right to provide any or all of the Work anticipated herein. The use of Supplier's services is completely discretionary with Company. This Contract shall not be construed in any way to impose a duty upon Company to use Supplier.

ARTICLE 42. ASSIGNMENT

Neither party shall assign this Contract, or any part hereof, or any rights or responsibilities hereunder without the prior written consent of the other party, and any attempted assignment in violation hereof shall be void.

ARTICLE 43. SUBCONTRACTS

Excluding third party products ordered for delivery through Supplier including any support services to be provided by a third party pursuant to such an order or Release, Supplier shall neither subcontract nor permit any portion of the Work to be subcontracted without the prior written consent of Company; and Supplier shall be fully responsible for the acts or omissions of any Subcontractors of any tier and of all persons employed by them, shall maintain complete control over all such Subcontractors, and neither the consent by Company, nor anything contained herein, shall be deemed to create any contractual relation between the Subcontractors of any tier and Company.

ARTICLE 44. NONWAIVER

The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this Contract or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent to assert or rely upon such terms or rights on any future occasion.

ARTICLE 45. SEVERABILITY

Any provisions of this Contract prohibited or rendered unenforceable by law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

ARTICLE 46. APPLICABLE LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the Parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Oregon and Supplier consents to jurisdiction by such courts.

ARTICLE 47. NON-SOLICITATION

During the term of this Agreement and for one (1) year thereafter, neither party shall directly or indirectly solicit the employment of, or hire, any current employee of the other party, without the prior written consent of the other party. This clause shall not be binding against either party if such employment results from the response of the employee to (i) a general advertisement for employment in a newspaper, publication or other information resource, (ii) a job posting identified by an independent employment agency, or (iii) any recruiting effort that is not targeted at that specific employee.

ARTICLE 48. ENTIRE AGREEMENT/DOCUMENTS INCORPORATED BY REFERENCE

This Contract and its exhibits and attachments constitute the complete agreement between the Parties and supersedes all prior agreements, negotiations, requests of proposals or proposals or similar documents and any understandings with respect thereto, both written and oral. In the event of a conflict between any scope of work, or this Contract, the Contract shall take precedence and control.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Supplier: Initial JC

Company: Initial TCB

ARTICLE 49. EXECUTION AND EFFECTIVE DATE

This Contract has been executed by duly authorized representatives of the Parties and shall be effective as of date of execution by the Company.

SUPPLIER:
COMPUCOM SYSTEMS, INC.

COMPANY:
PACIFICORP

By: John Carmin
(Signature)

By: [Signature]
(Signature)

Name: John Carmin
(Type or Print)

Name: Maureen E Sammon
(Type or Print)

Title: Sr. Attorney
5/29/01
(Date Executed)

Title: Sr. Vice President & Chief Admin Officer

(Date Executed)

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Supplier: Initial JC

Company: Initial PLB

Attachment 1

1. **Products.** Supplier is a reseller of (i) computer hardware products manufactured by third parties, (ii) computer software products supplied by third parties and (iii) third party computer hardware/software services (collectively, the "Products"). All third parties referenced above include manufacturers, distributors, and suppliers and shall be hereinafter referred to as a "Manufacturer".
2. **Ordering and Delivery.** Company shall place orders for Products by written/electronically transmitted orders (a "Product Order"). A Product Order (i) must include the following information to be processed: purchase order number, the item(s) requested, or configuration of items, part number, quantity, price, delivery date, bill to information, and ship to information with shipping instructions, etc., and (ii) shall be subject to the Master Agreement together with this Product Addendum and, if applicable, an SOW.
3. **Cancellation of Orders.** Because of contractual arrangements with Manufacturer, orders may be subject to charges for cancellation or may not be cancelable. If Supplier is unable to cancel a Product Order with a Supplier prior to shipment, Company may be able to return Products upon receipt, but only in accordance with Manufacturer's or the Manufacturer's then-current return procedures, as applicable. Cancellation of a Product Order must be made by written/electronic transmitted notice.
4. **Software Licenses.** All software Products are subject to the license agreement of the applicable Manufacturer, as provided with the software packaging or in the software at time of shipment.
5. **Service Policies/Programs.** Third party service Products are provided as a pass through in accordance with the applicable Manufacturer's service program.
6. **Export Control.** The export or re-export of Products by Company is subject to the export control laws and regulations of the U.S. Government. Company agrees to comply with such laws and regulations when making any export or re-export of the Products. Company acknowledges and agrees that Company will be responsible for obtaining at Company's expense all licenses, permits and approvals required by any governmental entity for shipments outside of the U.S. agreed to be made by or at the direction of Supplier.
7. **Changes to Addendum.** Changes by Manufacturer and market conditions may necessitate changes to this Addendum. In the event that Supplier revises this Attachment for its general client base, Supplier will provide Company with at least 60 days' prior written notice before any change is effective.

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Supplier: Initial

JC

Company: Initial

TCS

Exhibit A
Scope of Work

Support Renewal Process

The following timeframe will be adjusted as needed quarterly or annually with mutual written agreement between the parties.

Days Prior to Support Expiration Date	Task
60 to 90 days	Supplier shall negotiate with the Original Equipment Manufacturer or Software Publisher (OEM) the cost of support. The Supplier shall develop a quote listing the quantity of products requiring support, any new licenses purchased during the last support term that require support and the current support levels with service descriptions. Where possible all renewal items shall be co-terminated.
60 days	Supplier shall send the renewal quote for support and software license renewals to the Information Technology contact(s).
30 to 60 days	The Companies' Information Technology contact(s) shall review the quotes for accuracy and communicate changes to the Supplier.
25 to 30 days	Supplier shall revise quotes as necessary and send the final quote to Companies' Information Technology contact(s) for approval.
15 to 25 days	Company shall obtain approvals and release purchase order for support renewal
10 to 15 days	Supplier shall renew support with OEM and provide written confirmation of completion

If extensions to existing services are required due to unforeseen circumstances, supplier shall make all commercial efforts to work with support provider to ensure no loss of service until renewal is completed.

Support Renewal Reporting

Supplier shall provide the following minimum data for each support contract. The data listed on the report shall be updated and available within 48 hours or sooner of a request for a report, and where possible information to be made available with 24by7 access. Supplier shall provide to the Company an electronic report listing all data in a format readable by Microsoft Office Products before erasing any data and at the end of the contract.

- a. Product supported, part number, name and quantity, including the number of licenses, with separation of net new licenses added since last renewal.
- b. Level of support with a brief description
- c. Expiration date of support with coverage period stated

- d. Cost of support and software license renewal, (if the software license has a fixed term versus a perpetual license)
- e. Warranty status, if applicable
- f. Price history, to show at a minimum the previous years costs.
- g. The current status of a support renewal in relation to the workflow and the associated dates of completion for the completed steps.
- h. Name of Pacificorp IT Department/Group
- i. Name of PacifiCorp IT manager that provided approval for prior years renewal.
- j. PacifiCorp's Last support renewal purchase order number.

Actual reporting requirements will be defined and amended by written approval into this statement of work following the completion of 1st quarter renewals in 2009.

Supplier shall not quote or provide non OEM based support without prior written approval from Company.

Supplier shall provide a refund for any unused support equal to the amount refunded to Supplier by the OEM if a prepaid support contract is cancelled before the expiration date of the contract and approved by the OEM and Supplier.

All invoices must contain the same specific renewal information as provided for on the final renewal quote, including the PacifiCorp purchase order number.

Pricing

Mark-up fee for software support contracts - 1.75% under the following conditions

- a. Total revenue spend must exceed 3 million a year
- b. If the total revenue spend does not exceed 3 million, the mark-up fee would be increased for years 2 and 3 to 2%

Mark-up fee for hardware support contracts - 3%.

Support Discount Table

Support Agreement	2009 Costs	% Margin	*discount off List for total contract price	Comment
BMC Software	326,148.00	1.75%	-1.75%	No list
Data Direct	16,770.46	1.75%	1.30%	
Safe Software	9,055.75	1.75%	-1.75%	No list
Ilog Software	7,758.39	1.75%	-1.75%	No list
Gatekeeper	81,400.01	1.75%	-1.75%	No list

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Company: Initial TCB

Quest Software	260,053.76	1.75%	34.90%	
Sun	309,490.40	3.00%	-3.00%	No list
Symantec	273,075.71	1.75%	27.06%	
Trend Micro	36,942.00	1.75%	34.76%	
Novell	TBD	TBD	TBD	

* This is a total discount for the applicable, entire OEM support agreement in the Support Agreement Column. It may not apply to individual line items in the applicable support agreement. PERCENTAGE IS CALCULATED FROM ACTUAL PURCHASES MADE FOR A SPECIFIC PERIOD OF TIME. SINCE DISCOUNTS VARY BY LINE ITEM WITHIN EACH OEM LIST, THE DISCOUNT WILL FLUCTUATE.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Supplier: Initial _____

Company: Initial TCB

Exhibit B
Guidelines for PacifiCorp Contractor Expense Reports

** Receipts are required for all reimbursable expenses except meals less than \$25.00 **

- **Airfare and lodging:** All travel, that you request reimbursement from PacifiCorp, must be approved prior to booking. Contract firms may make their own arrangements for air travel, rental car and hotel stays, but expenses must meet these guidelines. PacifiCorp will reimburse for coach class travel only. Charges in excess of coach ticket are the responsibility of the contract firm. Booking flights less than seven (7) days prior to departure is strongly discouraged and must be approved by the hiring manager. PacifiCorp will only reimburse for standard hotel rooms and prefers that contractors use hotels where negotiated discounts are available. Check with PacifiCorp for hotels with discounted rates. The contractor is welcome to utilize the PacifiCorp, or your own corporate, discounts.
- **Rental cars / ground transportation:** If a rental car is required, there will be only one car per contract firm and rental will require the approval of the hiring manger. PacifiCorp may require proof of insurance. A discounted rate is also available with Enterprise for car rentals.
- **PacifiCorp** will reimburse shuttle, cab or mileage for one trip to and from the airport up to a maximum of \$50 for each business trip. If you park at the airport, PacifiCorp will reimburse you for economy parking only. Receipts for all ground transportation, parking and mileage are required.
- **Use of personal or company vehicles** will be reimbursed at the currently effective IRS allowed rate per mile. Required automobile insurance is required.
- **Meals:** PacifiCorp will reimburse for breakfast, lunch and dinner for each day of contract work for non-local contractors. The standard meal reimbursement should not exceed \$55 per day. However, this is not a per diem amount that is automatically paid for each day of work. PacifiCorp will not reimburse for any meals that the contractor (or contracting agency) purchases for PacifiCorp employees, such as team lunches/dinner.
- **PacifiCorp will only reimburse for meal gratuities @ 15%.** All other gratuities are not reimbursable (e.g. taxis, porters, bellhops, or hotel staff).
- **Non-Reimbursable Expenses:** The following is a listing, though not all inclusive, of expenses that will not be reimbursed;
 - Business gifts
 - Expenses for non-business purposes
 - Fines
 - Local travel time (defined as within 50 miles of Suppliers office)
 - General office supplies.
 - Personal entertainment or recreation (in-room movies, health club)
 - Expenses incurred by contractor family members.
 - Expenses not supported with a valid receipt.
 - Alcoholic beverages.
 - Laundry service.
 - Barber and beautician fees.
 - Personal hygiene products (shampoo, razors blades, toothbrushes)
 - Parking for local contractors.
- **Expense report documentation:** Accurate expense reports submitted in a timely manner substantially reduce the invoice processing time. Reports include a worksheet or listing of each expense, with date, type of expense and amount noted. **Receipts are required for all reimbursable expenses except meals less than \$25.00.** You can use a standard form from your company or request one from PacifiCorp. Please see the sample entry below if you are creating your own worksheet.

Date	Type of expense	Amount	Location (i.e., Plant location)	Receipt included
5/1/2008	Hotel room charge	98.11	Hunter Plant	Yes

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Supplier: Initial _____

Company: Initial TCB

5/1/2008	Meals	27.24	Hunter Plant	Yes
5/1/2008	Vehicle Rental	34.55	Hunter Plant	Yes
5/1/2008	Fuel	12.95	Hunter Plant	Yes

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Supplier: Initial _____

Company: Initial TLB

EXHIBIT C
COMPANY'S CRITERIA
NERC CIP Standards – Background Check Criteria

The North American Electric Reliability Corporation (NERC) has issued a catalog of Reliability Standards in response to the Federal Energy Regulatory Commission's (FERC) mandate that federal regulations be enacted and enforced for electric utilities.

The Critical Infrastructure Protection (CIP) Standards are a subset of those Reliability Standards that seek to ensure that electric utilities, as part of the nation's critical infrastructure, are able to sustain and secure against vulnerabilities that may threaten the electric system and the utilities that operate it. The CIP were passed into law effective January 17, 2008.

PacifiCorp is subject to audits by the Western Electricity Coordinating Council (WECC) to prove compliance with the Reliability Standards. Mandatory compliance with the first set of CIP requirements, which focus on security management, security controls, personnel security, and training, is required by June 30, 2008. The intent of these requirements is to ensure that all personnel having access to critical facilities (including control centers, substations, generation plants, etc.), critical infrastructure information (such as maps and one-line diagrams) and cyber assets have the appropriate personnel security clearance and security training.

Individuals who have access to critical assets will be required to consent to criminal and civil background screens, social security verification and military background screens. Background checks will be repeated every seven years. Additionally, in order to comply with the law, individuals will be required to complete annual training.

Individuals who are considered "restricted persons" may not have access to critical facilities or cyber assets. The USA Patriot Act of 2001 should be used as the baseline for determining whether an individual is a "restricted person." An individual will be a "restricted person" if the person meets any of the following criteria:

Is currently under indictment for a crime punishable by imprisonment for a term exceeding one year;

Has been convicted (within the past seven years) in any court of a crime punishable by imprisonment for a term exceeding one year;

Is currently a fugitive from justice;

Is currently an unlawful user of any uncontrolled substance (as defined in section 102 of the Controlled Substance Act [21 USC 802]);

Is an alien illegally or unlawfully in the United States;

Has been adjudicated as mentally defective or has been committed to any mental institute (within the past seven years);

Is an alien (other than an alien lawfully admitted for permanent residence) who is a national of Cuba, Iran, Iraq, Libya, North Korea, Sudan, or Syria, or any other country to which the U.S. Secretary of State, pursuant to applicable law, has made a determination (that remains in effect) that such country has repeatedly provided support for acts of international terrorism; or

Has been discharged from the Armed Services of the United States under dishonorable conditions (within the past seven years).

If an individual's background check indicates that he/she meets any of the above criteria, the individual will be considered a "restricted person" and his/her access to critical facilities will be revoked.

EXHIBIT D

CONTRACTOR INFORMATION FORM (CIF)

Date: _____ Contractor Company Name: _____

Contractor Employee Name: _____
(Include middle initial, if applicable: First, Middle, Last)

Contract number: _____
(Example: 460000NNNN or 30000NNNNN)

* Answer YES or NO, and include date for Items 1, 2 and/or 3. Item 4 should be completed at PacifiCorp.

Successfully Passed Employer's Drug and Alcohol Exam?
Date Completed: _____
(Example: Yes - 01/02/06)

Successfully Passed Employer's Background Check (if requested by Company)?
Date Completed: _____
(Example: Yes - 01/02/06)

(a) If contractor employee did not pass the Background Check, but an exception is requested submit your request along with the reason for the request to your company authorized representative.

Mandatory For Sensitive Personnel Only: Successfully Passed Employer's Background Check Based on Company's Criteria Exhibit ___?
Date Completed: _____
(Example: Yes - 01/02/06)

(a) If contractor employee did not pass the Background Check, but an exception is requested for the Sensitive Personnel submit your request along with the reason for the request to CIPS-Contracting@PacifiCorp.com

*Security training has been conducted
Date Completed: _____ * (done at PacifiCorp)
(Example: Yes - 01/02/06)

Signature of an officer of Contractor

Date

Printed name of officer of Contractor

*** Contractors will not be permitted access to Company without the completion of Drug/Alcohol, Background verifications and completion of security training. Take completed form to Badge Services for ID badge issuance.**

EXHIBIT E
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

By signing this Confidentiality and Non-Disclosure Agreement (this "Agreement"), you are acknowledging having completed PacifiCorp's training program on the Critical Infrastructure Protection Standards.

PacifiCorp may disclose Critical Infrastructure Information ("CII"), which is restricted information ("Protected Information"), to you in connection with the Work performed by you on behalf of the Supplier identified below. CII is defined as information concerning proposed or existing critical infrastructure (physical or virtual) that: (1) relates to the production, generation, transmission or distribution of energy; (2) could be useful to a person planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act; and (4) gives strategic information beyond the location of the critical infrastructure. Examples of CII are procedures, critical asset inventories, one-line drawings, maps, floor plans, equipment layouts and configurations.

Access to CII Protected Information and to PacifiCorp's critical facilities requires you to consent to be bound by this Confidentiality and Non-Disclosure Agreement.

You will hold in confidence and not possess or use (except to the extent necessary to perform your Work) or disclose any Protected Information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by PacifiCorp, or (c) was properly disclosed to you by another person without restriction. You will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Protected Information. The foregoing does not grant you a license in or to any of the Protected Information.

If your Work with PacifiCorp ends, or if asked by PacifiCorp, you will promptly return all Protected Information and all copies, extracts and other objects or items in which it may be contained or embodied.

You will promptly notify PacifiCorp of any unauthorized release of Protected Information. In the event you become legally compelled to disclose Protected Information, you shall provide PacifiCorp with prompt prior written notice of such requirement so that PacifiCorp may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, you shall (i) furnish only that portion of the Protected Information which is legally required to be furnished, and (ii) exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Protected Information so furnished.

You acknowledge and agree that due to the unique nature of the Protected Information, any breach of this agreement would cause irreparable harm to PacifiCorp which damages is not an adequate remedy and that PacifiCorp shall therefore be entitled to equitable relief in addition to all other remedies available at law.

This Agreement is governed by the laws of the State of Oregon and may be modified or waived only in writing.

Acknowledged and agreed on this _____ day of _____, 200__.

By: _____

(Supplier Signature)

Supplier Company Name: _____