10.3 Cost Responsibility for Relieving Capacity Constraints

Whenever Bonneville implements least-cost redispatch procedures to relieve a capacity constraint, Bonneville shall determine the total Opportunity Cost impact of such procedures. Bonneville and its Customers shall each bear a proportionate share of the total redispatch cost impact based on the then-current Load Ratio Shares or as otherwise agreed.

# 10.4 Load Curtailments

To the extent that a transmission constraint on the Bonneville transmission system cannot be relieved through the implementation of least-cost redispatch procedures and Bonneville determines that it is necessary for Bonneville and the Customer to curtail load, the parties shall curtail such load as discussed below.

### 10.5 Curtailment Procedures

Prior to the Effective Date, and as a precondition to the commencement of service hereunder, Bonneville and the Customer shall discuss emergency programs for the curtailment of loads with the objective of relieving loadings on the Network Transmission System. The parties shall implement such agreed programs during any period when Bonneville determines that a transmission capacity constraint exists and such curtailment of loads is necessary to alleviate such constraint.

# 10.6 Curtailment Allocations

To the extent practicable and consistent with Good Utility Practice, any curtailment shall be shared by Bonneville and its Customers. Bonneville shall not direct a Customer to curtail load to an extent greater than Bonneville would curtail Bonneville's Native Load Customers under similar circumstances. A Customer's failure to implement such emergency load curtailment programs may be deemed by the Bonneville to be a default under the service agreements that apply this Tariff.

## 11. Rates and Charges

The Customer shall pay for services provided under this Tariff as provided in rates determined in a formal Bonneville rate hearing pursuant to section 7(i) of the Northwest Power Act.

#### 12. Billing and Payment

Billing and payment provisions identified in Bonneville's General Rate Schedule Provisions or successor shall be applicable.

# 13. Booking of Costs Attributable to Bonneville

Bonneville and the Customer shall keep such records as may be needed to afford a clear history of all transactions under this Tariff. The originals of all such records shall be retained for a minimum of 2 years plus the current year (or such longer period as may be required by any regulatory commission having jurisdiction, and copies shall be delivered to the other party on request.

## 14. Indemnification and Liability

14.1 Western Interconnected Systems Agreement

If a Customer is a party to the Western Interconnected Systems Agreement Limiting Liability, such agreement shall continue in full force and effect as between the parties to the extent that such provisions may apply to the transactions contemplated by this Tariff.

## 14.2 No Western Interconnected Systems Agreement

If a Customer is not a party to the Western Interconnected Systems Agreement Limiting Liability, and there is no other agreement between Bonneville and the Customer governing liability and indemnification between them, then additional provisions for the protection of electric generation and transmission facilities liability and indemnification may be required. Such additional provisions shall be set forth in the Service Agreement.

#### 14.3 Uncontrollable Forces

Bonneville shall not be liable for any claim of damage attributable to any interruption or reduction of service due to any uncontrollable force.

#### 15. Regulatory Filings

Nothing contained in this Tariff or any Service Agreement shall be construed as affecting in any way the right of Bonneville to unilaterally make application to the Commission for a change in rates or charges.

Nothing contained in this Tariff or any associated Service Agreement shall be construed as affecting in any way the ability of any Customer receiving Network Integration Service under the Tariff to exercise its rights under the FPA or any successor statute and pursuant to the Commission's rules and regulations promulgated thereunder.

#### 16. Operating Arrangements

16.1 Operation of the Customer Control Area

A Customer shall plan, construct, operate, and maintain the Customer Control Area in accordance with Good Utility Practice, which shall include, but not be limited to, all applicable NERC and WSCC guidelines, or become part of Bonneville's Control Area or the Control Area of another utility whose Control Area meets WSCC and NERC guidelines.

#### 16.2 Network Operating Agreement

The terms and conditions under which the Customer shall operate the Customer Control Area and the technical and operational matters associated with the implementation of this Tariff shall be specified in a separate Network Operating Agreement. The Network Operating Agreement shall provide for the Parties to: (i) operate and maintain equipment necessary for incorporating the Customer Control Area within the Bonneville transmission system (including, but not limited to, remote terminal units, metering, communication equipment, and relaying equipment); (ii) transfer data between control centers (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside Bonneville's transmission system, interchange schedules, unit outputs for dispatches required under section 10, voltage schedules, loss penalty factors, and other real-time data; (iii) design and implement software programs required for data links and constraint dispatching; (iv) exchange data on forecasted loads and resources necessary for long-term planning; and (v) address any other technical and operational considerations required for implementation of this Tariff.

## 17. Network Operating Committee

If needed, a Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under this Tariff including: (i) standards for the design, operation, and maintenance of the facilities necessary to integrate Customer Electric Systems with Bonneville's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment, and relaying equipment); (ii) information transfers between control centers (including, but not limited to, operational characteristics of Network Resources, generation schedules for units outside Bonneville's Transmission System, interchange schedules, unit outputs for dispatch, voltage schedules, loss penalty factors, and other real-time data); (iii) Software programs required for data links and constraint dispatching; (iv) information required