## 11.3 Flexibility Point(s) of Interconnection and Delivery

As an alternative to receiving service from Primary Points of Interconnection to Primary Points of Delivery, the Customer may request Bonneville to provide nonfirm Network PTP Transmission Service between interconnection and delivery points other than those specified in the Service Agreement ("Secondary Points of Interconnection and Delivery"), in amounts not to exceed its Transmission Demand, without incurring any additional charges, executing a new Service Agreement, or affecting its priority at Primary Points of Interconnection and Delivery. Service provided between Secondary Points of Interconnection and Delivery will be nonfirm only, on a capacity available basis and will not displace any firm or nonfirm service of higher priority previously scheduled by third parties or by Bonneville on behalf of its Native Load Customers and other customers to whom Bonneville has a preexisting contractual obligation and subject to higher priority schedules to: (1) serve Bonneville's Native Load; (2) serve Network Integration Service network load; and (3) deliver Federal and Network Integration Service hydroelectric power subject to spill or threatened spill.

### 11.4 Due Diligence

Bonneville and the Customer shall exercise due diligence and reasonable care and foresight in arranging for and operating their respective sources of supply and other facilities so that scheduled amounts of capacity and energy shall be delivered in accordance with section 12.1.

### 12. Priority of Service and Interruptions

#### 12.1 Service Priority

Unless otherwise specified in the Service Agreement all service provided hereunder from Primary Points of Interconnection to Primary Points of Delivery shall have priority over nonfirm transmission service, including that which Bonneville provides itself and which otherwise has not been appropriately reserved by Bonneville in the Service Agreement to serve the needs of Native Load Customers or Network Integration Service Customers or to avoid spill of Federal or Network Integration Service hydroelectric power.

### 12.2 Bonneville Responsibilities

Bonneville will use due diligence to furnish the firm Network PTP Transmission Service available under this Tariff, but it does not guarantee uninterrupted transmission of electric energy or capacity. To the extent practicable, Bonneville will provide reasonable advance notice to the Customer of any scheduled interruptions, reductions, or other impairments of the Network PTP Transmission Service as specified in the individual Service Agreement.

#### 12.3 Interruption of Service

Any interruption of service will not be on an unduly discriminatory basis as between Bonneville and similarly situated Customers.

#### 13. Service Agreements

## 13.1 Requirement for a Signed Service Agreement

Subject only to the provisions of section 14.43 herein, Bonneville is obligated to provide Network PTP Transmission Service under this Tariff only to Customers that have signed a Service Agreement with Bonneville for the requested service. The Service Agreement shall contain a statement of service specifications, including without limitation, the amount of Transmission Demand; the term of such service; identification of Primary Point(s) of Interconnection, Primary Point(s) of Delivery, Delivering Party, Receiving Party; the rates and charges for such service, and where applicable, the cost of necessary facilities, including Direct Assignment Facilities and an appropriate allocation of Network Upgrades.

# 13.2 Modification or Amendment of the Service Agreement

Any request to modify Primary Points of Interconnection and/or Delivery or to increase the Transmission Demand will be analyzed in the same manner as a new Application, except that the Customer will not be obligated to pay any additional reservation fee if the additional transmission Demand does not exceed the Transmission Demand in the existing Service Agreement. While such new request is pending, the Customer shall retain its priority for service at the existing Primary Points of Interconnection and Delivery. If Demand is not available then the request will receive a service priority pursuant to section 8.

# 13.3 Commencement of Service in Absence of Signed Service Agreement

If Bonneville and an Applicant cannot agree on the terms of the Service Agreement, Bonneville may provide the requested service if Demand transmission capacity is available, as soon as reasonably practicable after receipt of a valid Application for

transmission, subject to Good Utility Practice. Such service will be provided under terms and conditions deemed appropriate by Bonneville for the requested service. Bonneville will provide the requested service under terms and conditions ultimately determined by the Commission to be appropriate under Sections 211 and 212 of the FPA, within the constraints imposed by engineering and reliability limitations.

## 13.4 Customer Obligations in Absence of Signed Service Agreement

Notwithstanding any other provision of this Tariff, Bonneville is not obligated to provide Network PTP Transmission Service to a Customer until such Customer provides Bonneville with a binding written commitment to pay for any facility modifications determined by Bonneville under section 8 hereof to be reasonably necessary to provide the requested services.

## 13.5 Obligations on Acceptance of Service

Acceptance of service by the Customer pursuant to a Service Agreement filed under this Tariff commits the Customer both to the provisions of this Tariff and to the terms of the individual Service Agreement.

### 14. Billing

Bonneville shall bill in accordance with the billing information in the current General Rate Schedule Provisions, Appendix A or successor, or as they may from time to time be revised receipt.

### 15. Records

### 15.1 Recordkeeping Obligations

Bonneville and the Customer shall keep such records as may be needed to afford a clear history of all transactions under this Tariff and associated Service Agreement. 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 appropriate) and copies shall be delivered to the other party on request.

## 15.2 Customer's Right to Examine Records

The Customer shall have the right, during normal business hours, to examine the accounting and other records for the last 2 calendar years relating to its transactions under this Tariff and shall have the right to make such audits and copies of records as it shall deem necessary or desirable. Such examinations shall be at the Customer's expense. Such audit shall be conducted