no more frequently than once every 2 years.

#### 16. Liability and Indemnification

16.1 Western Interconnected Systems Agreement

If an Applicant 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.

16.2 No Western Interconnected Systems Agreement

If an Applicant is not a party to the Western Interconnected Systems Agreement Limiting Liability, and there is no other agreement on file with the Commission governing liability and indemnification between Bonneville and the Applicant, then, in such event, additional provisions for protection of electric generation facilities or transmission facilities and liability and indemnification may be required. Such additional provisions shall be set forth in the Applicant's Service Agreement.

# 17. Sale or Assignment of Network PTP Transmission Service

## 17.1 Right to Sell, Assign or Transfer

Subject to the approval of Bonneville, a Customer may sell, assign, or transfer all, or a portion of, its rights under the Service Agreement executed pursuant to this Tariff, but only to an entity that qualifies as an Eligible Customer. If the second Customer so purchasing or taking an assignment does not request any change in the Primary Point(s) of Delivery of or Primary Point(s) of Interconnection, subject to section 14.32, or a change in any other material term or condition set forth in the original Service Agreement, the second Customer will receive the same service as the first Customer. If the second Customer requests a change in any material term or condition set forth in the original Service Agreement, Bonneville will consent to such change subject to the provisions of section 14 herein, but only if to do so will not unduly impair the operation and reliability of Bonneville's generation, or transmission, or distribution systems, and on the condition that the second Customer agrees to compensate the Customer Bonneville for any additional costs resulting from such change. The Customer that received the assignment shall assume responsibility for scheduling. The Customer making the assignment shall continue to have responsibility for compliance with the

Service Agreement including making payment to Bonneville.

### 17.2 Liability for Performance

The Customer that received the assignment shall assume responsibility for scheduling. The original Customer shall remain liable for the performance of all other obligations under the Service Agreement including making payment to Bonneville, except as specifically agreed to by the parties through an amendment to the Service Agreement. Bonneville will amend the Service Agreement only if the assignee: (a) meets the creditworthiness criteria of section 19; and (b) agrees to compensate Bonneville for Direct Assignment Facilities, and allocated Network Upgrades and costs resulting from changes in service; and (c) provides security equivalent to that provided by the original Customer.

# 18. Creditworthiness

For the purpose of determining the ability of the Customer to meet its obligations related to service hereunder, Bonneville may require reasonable credit review procedures which may include, but shall not be limited to, verification that the Customer is not operating under any State or Federal bankruptcy laws, is not subject to the uncertainty of pending liquidation or regulatory proceedings in State or Federal courts, and no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the Customer's ability, in Bonneville's determination, to remain solvent. In addition, Bonneville may require the Customer to provide and maintain in effect during the term of the Service Agreement, an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under this Tariff or an alternative form of security proposed by the Customer and acceptable to Bonneville that protects Bonneville's Native Load Customers against the risk of nonpayment. Any disputes over the terms of such security arrangements shall be subject to the provisions of the Tariff.

## 19. Procedures to Resolve Network Transmission Complaints

Any complaint arising from an Application hereunder may be resolved, at the Customer's discretion, by either:

(a) A voluntary dispute resolution process, which may include mediation or arbitration or both, pursuant to the terms of a regional transmission association governing agreement which both parties have executed, or such other dispute resolution rules as may be agreed to by Bonneville and the Customer; and

(b) A transmission complaint filed with the Commission.

#### 20. Regulation

Service under this Tariff is subject to all existing or future applicable local, State, and Federal laws and to all existing or future duly promulgated orders and actions of governmental authorities having jurisdiction over the matters contained herein.

### Proposed Bonneville Power Administration Energy Transmission Service Tariff

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