



Business EV Charger Plus Rebate

MULTIFAMILY EV CHARGER REBATE PROGRAM TERMS AND CONDITIONS

THE TERMS AND CONDITIONS SPECIFIED HEREIN (THESE “**TERMS AND CONDITIONS**”) TAKE PRECEDENCE OVER AND SUPERSEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, TERMS, CONDITIONS, DISCUSSIONS OR CORRESPONDENCE BETWEEN YOU (THE “**APPLICANT**”) AND GEORGIA POWER COMPANY (“**GEORGIA POWER**”) REGARDING THE ELECTRIC TRANSPORTATION MULTIFAMILY EV CHARGER PLUS REBATE PROGRAM (THE “**PROGRAM**”).

1. The Program and Eligibility. With the Georgia Public Service Commission's consent and approval, Georgia Power created and implemented this Program to promote the use of electric vehicles. The objective of the Program is to reduce the financial barriers associated with installing electric vehicle (EV) charging infrastructure, recognizing the critical role multifamily properties play in expanding equitable access to EV technology. By enabling property owners to invest in charging solutions, Georgia Power aims to foster broader market growth, enhance customer satisfaction, and contribute to statewide sustainability and electrification goals. Multifamily properties interested in participating in the Program must complete an application (the “**Application**”) for Georgia Power's approval before installation of newly purchased Level 2 (208/240 V) Chargers or DCFC EVSE (defined below).

1.1. Condition of Participation and Program Duration. Each Applicant must agree to these Terms and Conditions as a condition to participation in the Program, and these Terms and Conditions will remain in effect for five (5) years from the EVSE (defined below) installation date. Georgia Power may refuse participation to any Applicant that does not meet its Program requirements and may modify the Program requirements at any time, including as necessary to comply with Georgia Public Service Commission directives. Georgia Power will endeavor to provide advance notice of any material changes to these Terms and Conditions.

1.2. Current Eligibility Requirements:

1.2.1. Must be a Georgia Power customer (rebate will be paid to the account holder only);

1.2.2. Applicant must apply for the rebate, either within the calendar year or not more than 6 months after the installation date;

1.2.3. Must have an active account with permanent service;

1.2.4. Applicant must have a Georgia Power commercial or industrial account (based on customer's billing rate), or if on a residential rate, the account must be registered under a business entity name; and

1.2.5. Must agree to these Terms and Conditions.

For additional Charger and Documentation requirements, refer to Section 7 of the Terms and Conditions.

2. Applicant's Representations and Warranties. Applicant represents and warrants that it is a non-residential Georgia Power customer, current on payments and in good standing. Applicant further represents and warrants that it has the right, authority, and legal capacity to (a) enter these Terms and Conditions, (b) grant the permissions contemplated herein, and (c) permit Georgia Power to administer the Program with respect to Applicant, including, if applicable, obtaining express written authority from all Premises owners, and all other person(s) or entity(ies) having rights in the Premises (as defined in Section 3 below).

3. Infrastructure Requirements. Georgia Power will, in accordance with its applicable tariffs, Georgia Public Service Commission (“**PSC**”) approved rules, and standard line extension policies, provide and maintain the electric service facilities up to the established point of delivery at the address specified in the application (the “**Premises**”). Such facilities may include Georgia Power-owned primary conductors, transformers, metering equipment, and related apparatus, as Georgia Power, in its sole discretion, determines necessary to provide standard electric service. Nothing in these Terms and Conditions will be construed to require Georgia Power to construct, fund, or install any facilities or upgrades beyond those required under Georgia Power filed tariffs, Georgia Power policies, or applicable law. Any incremental upgrades required to serve Applicant's EVSE load will be funded by Applicant. All utility-side upgrades must be in accordance with Georgia Power's line extension policies. Georgia Power does not guarantee the availability or sufficient system capacity at the Premises to serve EVSE load without upgrades,

and scheduling of any utility work will be subject to Georgia Power's normal construction timelines and operational requirements. In addition to the duties and responsibilities identified in these Terms and Conditions, Applicant is responsible for installing and maintaining the primary conduit, secondary conduit, cable, and transformer pad. Georgia Power will provide the current transformer ("CT") cabinet and meter enclosure; Applicant is responsible for the installation and maintenance of these items. Applicant will identify and contract with a licensed electrician or electrical contractor trained in accordance with applicable federal and/or state requirements (the "Contractor") to perform any required ET infrastructure upgrades.

4. Applicant EVSE Responsibilities. Applicant will, at its sole cost and expense, install, fund, own, operate, maintain, and repair newly purchased EVSE that meets the Program's published eligibility requirements, following Georgia Power's approval of the Application solely for purposes of Program participation and rebate eligibility. Georgia Power does not approve, select, design, endorse, or warrant any EVSE or related third-party products or services. Applicant will maintain the EVSE in good working order for a minimum of five years following the installation date. Applicant will procure all charging station hardware, software, network services, and operational support under separate agreements with third-party vendors, and Applicant acknowledges that Georgia Power has no responsibility or liability for such third-party goods or services or for Applicant's charging operations.

5. EVSE Certification and Qualified Contractor Oversight. Applicant will select only EVSE that is certified by a Nationally Recognized Testing Laboratory ("NRTL") in accordance with applicable product safety standards. Upon request, Applicant will provide reasonable supporting documentation for such certification solely to verify Program eligibility. Georgia Power does not independently test, verify, or assume responsibility for the certification, design, or safety of any EVSE. Applicant will ensure that all EVSE installation, maintenance, and any related electric transportation infrastructure upgrades are performed under the oversight and direction of a properly licensed electrical worker or contractor meeting all applicable federal and state training, licensing, and qualification requirements. Such contractor(s) will be engaged solely by Applicant, and Georgia Power will have no responsibility or liability for the acts or omissions of Applicant's contractors, electricians, or service providers.

6. Permits; Legal and Code Compliance. Applicant and/or its contractor(s) will obtain, at Applicant's sole expense, all required permits, approvals, licenses, and authorizations necessary for the installation, operation, and maintenance of the EVSE and any related infrastructure upgrades. Applicant will install, operate, and maintain the EVSE in compliance with all applicable federal, state, and local laws, ordinances, codes, and electric safety standards. Georgia Power has no obligation to obtain, confirm, or enforce such compliance, and any review or inspection by Georgia Power will not be construed as a governmental or code inspection.

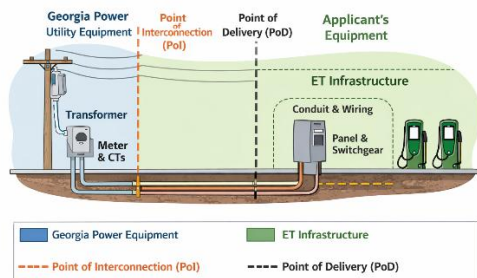
7. Access and Inspection. During the five year term, Applicant will provide Georgia Power reasonable access to the EVSE during normal business hours, subject to Applicant's site safety and security requirements communicated to Georgia Power in writing, for the limited purpose of verifying compliance with these Terms and Conditions. When practical, Georgia Power will provide at least 48 hours' prior notice before conducting an on-site inspection. Notwithstanding the foregoing, Georgia Power may access the EVSE outside of normal business hours without prior notice where Georgia Power reasonably determines that such access is necessary to address an emergency, safety concern, or imminent threat to persons, property, or the electric system.

8. Cure Obligations. Applicant will, within a reasonable time (not to exceed 30 calendar days, unless otherwise agreed by Georgia Power), correct any material noncompliance with Program requirements identified by Georgia Power. Georgia Power reserves the right to suspend rebate eligibility, require repayment, or take other action permitted under these Terms and Conditions and applicable tariffs if such noncompliance is not timely cured. Nothing herein will obligate Georgia Power to upgrade electrical service except as required under Georgia Power's filed tariffs, Georgia Power policies, and applicable law.

9. Electric Transportation Data and Information. Applicant acknowledges and agrees that Georgia Power's collection of data associated with the Program is critical to the evaluation of the Program. Applicant hereby grants Georgia Power aggregated and anonymized access and use of all data collected by the ET and EVSE infrastructure. Applicant agrees to allow Georgia Power, its agents, and representatives to use data gathered as part of the Program for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations.

10. ET Infrastructure Requirements and Limitations. "ET Infrastructure" consists solely of Applicant-owned facilities located on Applicant's side of the Point of Delivery and installed to support EVSE and does not create or imply any obligation of Georgia Power to construct, upgrade, operate, or maintain any utility-side facilities except as required under Georgia Power's filed tariffs, PSC-approved service regulations, and other applicable legal requirements. ET Infrastructure expressly excludes any facilities, equipment, or assets owned, operated, maintained, or controlled by Georgia Power as a part of its electric distribution system, including without limitation any primary or secondary distribution lines, service drops, transformers, transformer pads (to the extent Georgia

Power-owned), current transformers, meters, metering enclosures, utility poles, switchgear, protective devices, conductors, or any other utility system facilities located on the utility side of the tariff-defined Point of Delivery or otherwise subject to Georgia Power's filed tariffs and service regulations. Applicant agrees to establish any necessary electric service orders with Georgia Power for the scheduling and installation of any distribution system upgrades that may be required to provide service up to the Point of Delivery.



11. EVSE Availability and Operation. EVSE will be visible and accessible to its primary users, except when temporarily restricted due to safety concerns, maintenance, repairs, or outages. Applicant will be responsible for and pay for all electricity costs associated with the operation of the EVSE under Applicant's selected Georgia Power rate plan. Applicant will comply with all applicable federal, state, and local laws governing the pricing and provision of EV charging services. Applicant further agrees to participate in Georgia Power surveys and data requests regarding Applicant's experience with the rebate, the EVSE, EV drivers, and related user activity. Applicant will promptly notify Georgia Power of any vandalism or user-caused damage to the EVSE.

12. Rebate Requirements. Rebates are only available to Applicants for newly purchased and installed Level 2 (208/240V) Chargers meeting the following requirements:

13. Charger Requirements:

- 13.1. Dedicated circuits (outlet or breaker);
- 13.2. Must be a Level 2 (208/240 Volt) EVSE (charger);
- 13.3. No direct Current Fast chargers ("DCFC")
- 13.4. No mobile or portable connectors(chargers) of any kind;
- 13.5. Must be new (not used, refurbished, remanufactured, etc.);
- 13.6. Nationally Recognized Test Laboratory ("NRTL") certified; and
- 13.7. Must be installed by a licensed electrician or certified electrical worker.

14. Documentation Requirements*:

- 14.1. Site Plans;
- 14.2. Paid installation invoice (must show \$0 balance or paid in full);
- 14.3. Paid charger invoice (must show \$0 balance or paid in full);
- 14.4. W-9 (must be dated and signed);
- 14.5. Pictures of each installed charger; and
- 14.6. Provide serial number(s) for each charger(s).

* Although not required for rebate processing, please provide the electrician's quote and/or an EV charger quote to Georgia Power as soon as it is available.

15. Rebate Disbursement Requirements: Applicant will provide Georgia Power with documentation and validation of compliance, and Georgia Power will then, subject to other provisions of these Terms and Conditions, provide a one-time rebate to Applicant as follows:

One-Time Rebate Amount	Rebate Requirements
\$5,000.00 per charger	Level 2 chargers

16. Rebate Cap. Rebates are subject to change and availability. Georgia Power reserves the right to recoup the rebate amount on a prorated basis if any of the Terms and Conditions are not met. Notwithstanding anything herein to the contrary, all rebates are capped at an aggregate maximum of (a) an amount equal to the lesser of: (i) fifty percent (50%) of the total costs actually and reasonably incurred by Applicant for the charger, installation services, and related materials per Premises, or (ii) \$50,000 per account. Rebates are further capped at an aggregate maximum of \$150,000 per Applicant per calendar year. Applicant is solely responsible for any tax liability associated with receipt of a rebate, and Georgia Power makes no representation or warranty that Applicant will qualify for any rebate. Applicant is responsible for paying all tax liability imposed as a result of receiving the rebate. Georgia Power makes no representations or warranties regarding whether the Applicant will or will not qualify to receive the rebate.

17. Removal of Equipment. Applicant must not remove the EVSE during the initial five (5) year term without Georgia Power's prior written consent, which may be withheld, conditioned, or delayed in Georgia Power's sole and absolute discretion. If Applicant decides to remove the EVSE after the five (5) year term, Applicant will notify Georgia Power in advance of any such removal. Applicant will, in any event, be responsible for properly removing and disposing of or recycling or de-energizing the EVSE in accordance with all applicable laws and regulations at Applicant's sole expense and liability.

18. Branding. Applicant will not use Southern Company (or a Southern Company affiliate) or Georgia Power's name or branding otherwise without express written authorization from Georgia Power.

19. Default. Applicant will be in default of its obligations under these Terms and Conditions, if Applicant: (i) fails to timely fulfill its obligations under these Terms and Conditions, (ii) breaches any other material term, warranty, covenant, or representation of these Terms and Conditions, or (iii) purports to terminate these Terms and Conditions prior to the end of the term. Georgia Power's waiver of a past or concurrent default will not waive any other default. If a default occurs, Georgia Power may: (a) immediately terminate Applicant's inclusion in the Program; and/or (b) seek any available remedy hereunder or provided by law.

20. Indemnification and Release. Applicant will indemnify, defend, and hold harmless Georgia Power, its affiliates, and each of its and their respective officers, directors, shareholders, employees, agents, and contractors (collectively, the "**Indemnified Parties**") from and against any and all third-party claims, demands, causes of action, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees and all court, arbitration, and dispute resolution costs), arising out of or relating to: (a) the installation, ownership, operation, maintenance, repair, or use of the EVSE or the ET Infrastructure; (b) any act or omission of Applicant or Applicant's contractors, subcontractors, employees, agents, or invitees; (c) Applicant's breach of these Terms and Conditions or violation of applicable law, permitting, licensing, or code requirements; or (d) Applicant's receipt of, failure to receive, or tax treatment of any rebate. Notwithstanding the foregoing, Applicant's obligations under this Section will apply only to the fullest extent permitted by applicable law. This indemnification obligation will survive expiration or termination of these Terms and Conditions.

21. LIMITATIONS OF LIABILITY; EXCLUSIVE REMEDY. GEORGIA POWER'S SOLE LIABILITY WITH RESPECT TO THE PROGRAM WILL BE STRICTLY LIMITED TO THE AMOUNT OF THE REBATE ACTUALLY PAID TO THE APPLICANT HEREUNDER, AND SUCH PAYMENT WILL CONSTITUTE APPLICANT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF OR RELATING OT THE PROGRAM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL GEORGIA POWER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS, BUSINESS OPPORTUNITY, DATA, OR USE, ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, THE EVSE, THE INSTALLATION OR USE OF THE EVSE, OR THESE TERMS AND CONDITIONS, EVEN IF GEORGIA POWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF APPLICANT IS DISSATISFIED WITH THE PROGRAM OR WITH ANY OF THESE TERMS, OR BELIEVES GEORGIA POWER HAS BREACHED THESE TERMS AND CONDITIONS, APPLICANT'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM.

22. DISCLAIMER OF WARRANTIES. GEORGIA POWER MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT WITH RESPECT TO: (A) APPLICANT'S USE OF THE EVSE OR ET INFRASTRUCTURE, OR (B) APPLICANT'S PARTICIPATION IN THE PROGRAM. ALL EVSE AND ET INFRASTRUCTURE WILL BE OPERATED AND MAINTAINED SOLELY AT APPLICANT'S RISK.

23. Risk of Loss; Third-Party Acts. Applicant is solely responsible for any loss of, or damage to, the EVSE and ET Infrastructure, including any loss or damage arising out of or relating to Applicant's actions or omissions, the actions or omissions of Applicant's contractors, or any third party. Georgia Power will have no liability or responsibility for the

acts or omissions of any other entity or individual, including without limitation, any equipment manufacturer, installer, contractor, electrician, technician, network provider, or other service provider.

24. Premises safety. Applicant acknowledges and agrees that applicant is solely responsible for the safety and condition of the premises, including the installation, operation, and maintenance of the EVSE and its infrastructure. Georgia Power has no obligation to ensure or monitor the safety of the premises or the EVSE, and Georgia Power will have no liability for any personal injury, death, real or personal property damage, economic loss, or other harm (whether to applicant or any third party) arising from or occurring at or in connection with the premises, the EVSE, or the et infrastructure, except to the extent caused by Georgia Power's gross negligence or willful misconduct.

25. No Partnership. This Program must not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor will these Terms and Conditions render Georgia Power and Applicant liable as partners, co-venturers, or principals.

26. Notices. All notices and other communications between the parties must be in writing and will be deemed to have been duly given only when delivered: (a) in person, (b) after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) by a nationally recognized overnight delivery service, or (d) by email (in each case in this clause (d), solely upon confirmation of error-free delivery), to the address indicated in the application or to such other address or addresses as either party may from time to time designate in writing in a notice delivered in accordance with this Section 26.

27. Assignment. Applicant may not assign these Terms and Conditions without the prior written consent of Georgia Power, which may be withheld, conditioned, or delayed in Georgia Power's sole and absolute discretion. Any assignment by Applicant in violation of this provision will be null and void. Georgia Power may assign these Terms and Conditions to one or more of its affiliates or to any successor to the business or assets of Georgia Power. Subject to the foregoing, these Terms and Conditions will be binding upon and inure to the benefit of the parties hereto and each such party's respective permitted successors and assigns. Each of Georgia Power's affiliates, successors, and assigns will have full rights to enforce the restrictive covenants set forth in these Terms and Conditions.

28. Survival. Those provisions that by their nature are intended to survive termination or expiration of these Terms and Conditions will so survive.

29. Compliance with Laws. Each of Georgia Power and Applicant must comply with all applicable laws and regulations in its performance of these Terms and Conditions.

30. Governing Law and Jurisdiction. These Terms and Conditions will be governed by and construed in all respects according to the laws of the State of Georgia.

31. Program Participation Constitutes Acceptance. Applicant agrees that submission of an Application, participation in the Program, or operation of EVSE supported by the Program constitutes Applicant's acceptance of, and agreement to be bound by these Terms and Conditions. Applicant acknowledges that it has had the opportunity to review these Terms and Conditions prior to participation in the Program.