

## ET MAKE READY INFRASTRUCTURE 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, DISCUSSIONS OR CORRESPONDENCE BETWEEN YOU (THE “**APPLICANT**” OR THE “**PARTICIPANT**”) AND GEORGIA POWER COMPANY (“**GEORGIA POWER**”) REGARDING THE ELECTRIC TRANSPORTATION MAKE READY PROGRAM.

1. The Program and Eligibility. With the consent and at the direction of the Georgia Public Service Commission, Georgia Power has created and implemented this Electric Transportation “Make Ready” Program (the “**Program**”) to promote the use of electric vehicles and to gain useful information about the volume and nature of future electricity demand created by electric fleets. Businesses and other institutions interested in participating Georgia Power’s must complete an application and be accepted by Georgia Power. Each accepted applicant (“**Participant**”) must agree to these terms and conditions as a prerequisite to inclusion in the Program. Georgia Power reserves the right to refuse service to any applicant that does not meet its requirements. Georgia Power reserves the right to change the requirements at any time without additional notice. Georgia Power may initiate changes to the Make-Ready Program as necessary to comply with Georgia Public Service Commission directives or other comments. Georgia Power will endeavor to provide the Participant with advance notice of any such changes. The Participant acknowledges and agrees to refrain from any participation in this Program, if such participation would serve as a contribution or offset against any federal, state, or local mandate, obligation, or expectation to provide electric transportation equipment or infrastructure.
2. Participant’s Representations and Warranties. The Participant represents and warrants that it has the right to enter into these Terms and Conditions, to grant the permissions contemplated herein, and to permit Georgia Power to provide Georgia Power’s Services (as defined in Section 7 below) including, if applicable, express written authority from all Premises owners, and any other person or entity having rights in the Premises (as defined in Section 4 below).
3. Project Plan and Easements.
  - a. The Participant and Georgia Power each understand and acknowledge that the implementation of the Project will be conducted in one or more phases pursuant to a mutually agreeable project plan (the “**Project Plan**”). Georgia Power will deliver the draft Project Plan to the Participant as soon as practical. The Participant must accept the Project Plan within ten (10) days of receipt.
  - b. If Georgia Power determines that it needs, in addition to the access rights granted to Georgia Power under Sections 2 above, one or more easements in order to fulfill its obligations under this Agreement, including any easement for the installation, erection, operation, or maintenance of any distribution wires, poles, cables, conduits, pipes, or other facilities over, under, across, or along the Premises, the Participant will grant Georgia Power easement rights. If such easement or easements are necessary, then Georgia Power will deliver such easement or easements to the Participant for execution. If the Participant is not the owner of the Premises, and thus unable to grant Georgia Power with the rights contained in Exhibit 4 (Form of Easement), then the Participant will assist Georgia Power with obtaining such rights from the owner of the Premises. To the extent Georgia Power deems reasonable, Georgia Power will use its existing easements to minimize encumbrances on the Premises.
4. Delivery of the ET Infrastructure. Georgia Power will make reasonable efforts to deliver the secondary electrical infrastructure and associated metering equipment (collectively, the “**ET Infrastructure**”) that Georgia Power deems reasonably necessary to support the Participant’s electric transportation efforts to the address (the “**Premises**”) specified in the application. For the avoidance of doubt, ET Infrastructure includes, but is not limited to, secondary electrical infrastructure behind the meter to support electric transportation equipment charging. ET Infrastructure does not include items such as charging devices, painting, branding, stenciling, network, warranty, or maintenance of charging devices.

5. Installation of the ET Infrastructure. Within thirty (30) days of the application date, the Participant must select a third-party installer for the installation of ET Infrastructure from the list of Georgia Power-approved qualified vendors to be delivered to the Participant by Georgia Power. Further, within sixty (60) days of selection of the third-party installer, the Participant must issue a notice to proceed for installation of at least the “**Initial Phase**” of the Project. The ET Infrastructure will be installed at the Premises in the locations identified in the Project Plan, and will be incorporated behind the meter within portions of the Participant’s electrical system. Following installation of the ET Infrastructure, the Participant must continue implementation of any remaining phases of the Project Plan in accordance with the Participant Plan. **Georgia Power retains all rights, title, interest, and ownership in and to the ET Infrastructure.** The Participant will not obtain any ownership or security interest in the ET Infrastructure, nor will the ET Infrastructure be considered a fixture attaching to the Premises.

6. Electric Transportation Data and Information. The Participant acknowledges and agrees that Georgia Power’s collection of data associated with the Project is critical to the evaluation of the Make-Ready Program. The Participant hereby grants Georgia Power unrestricted access and use of all data collected by the ET Infrastructure. The Participant agrees to allow Georgia Power, its agents and representatives to use data gathered as part of the Make-Ready Program for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations.

7. Participant’s Obligations to Cooperate and Grant Permissions. The Participant acknowledges and agrees that Georgia Power may use its own employees or may contract with one or more independent contractors to perform the work contemplated to be performed by Georgia Power in these Terms and Conditions (collectively, “**Georgia Power’s Services**”). The Participant hereby grants to Georgia Power and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to Georgia Power’s Services, including the right to access the Premises with vehicles, equipment, or other tools, and to access electrical systems located at the Premises, and to survey, dig, or excavate, in order to: (i) install and connect equipment or provide service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove equipment; (iii) install additional equipment or devices on the ET Infrastructure; and (iv) conduct any other activity reasonably related to Georgia Power’s Services or the ET Infrastructure. Each of the Georgia Power and the Participant agrees to use its best efforts to coordinate and cooperate in connection with all activities under these Terms and Conditions. If the Participant does not grant Georgia Power reasonable access to the Premises, then Georgia Power may deenergize the ET Infrastructure until such access is granted. Georgia Power will work closely with the Participant to minimize unreasonable interference with the Participant’s operations at the Premises.

8. Inspections, Testing, and Maintenance. Subject to the provisions of these Terms and Conditions, during the Program, Georgia Power reserves the exclusive right, in its sole discretion, to perform regular inspections, routine maintenance, and other activities related to monitoring, operating, maintaining, or managing of the ET Infrastructure (e.g., meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) (and such activities are included within the definition of “Georgia Power’s Services”). ET Infrastructure may be removed, substituted, or replaced by Georgia Power at any time. The Participant will not be responsible for the cost associated with Georgia Power’s Services.

9. Participant’s Use of the ET Infrastructure. The Participant agrees to refrain from using, accessing, or operating the ET Infrastructure for any other purpose, including: (i) accessing or operating components of the ET Infrastructure, (ii) connecting, disconnecting, or interrupting electric service to the ET Infrastructure, and (iii) performing any other operational, maintenance, repair, replacement, removal, or similar activities on or to the ET Infrastructure.

10. Costs. Georgia Power will be responsible for any costs associated with the initial installation of the ET Infrastructure and the provision of Georgia Power’s Services. Damage to the ET Infrastructure arising from or in connection with the Participant’s actions will be covered under Section 13 (Indemnification) of these Terms and Conditions.

11. Safety; Damage to or Destruction of the ET Infrastructure.

a. The Participant must promptly notify Georgia Power when the Participant becomes aware of any unsafe, inoperable, or damaged ET Infrastructure. The Participant is solely responsible for safety of the Premises; the Participant agrees that Georgia Power has no obligation to ensure safety of the Premises and that Georgia Power has no liability for any personal injury, real or personal property damage or loss, or negative impact to the Participant or any third-party that occurs at the Premises.

b. If all or any portion of the ET Infrastructure on the Premises are damaged, burned, or other casualty which materially and adversely affects the operation of the ET Infrastructure (any, a "**Casualty**"), either party will have the right to terminate the Agreement by written notice to the other party within fourteen (14) days after the Casualty, in which event the Agreement will terminate on the date that is ten (10) days after the date of the termination notice, and Georgia Power may elect to remove from the Premises or abandon in place the ET Infrastructure in its sole discretion.

c. WHILE ET INFRASTRUCTURE REMAINS ON THE PARTICIPANT'S PREMISES, THE PARTICIPANT IS SOLELY RESPONSIBLE FOR THE RISK OF ET INFRASTRUCTURE LOSS AND DAMAGE TO ET INFRASTRUCTURE TO THE EXTENT ARISING FROM OR IN CONNECTION WITH THE PARTICIPANT'S ACTIONS. ACCORDINGLY, THE PARTICIPANT WILL REIMBURSE GEORGIA POWER FOR ALL COSTS OF SUCH LOSS OR DAMAGE AS WELL AS THE RELATED COSTS OF ET INFRASTRUCTURE REPAIR, MAINTENANCE, OR REPLACEMENT ARISING FROM THE PARTICIPANT'S ACTIONS.

12. Default. The Participant will be in default of its obligations under these Terms and Conditions, if the Participant: (i) fails to timely fulfill its obligations under these Terms and Conditions; (ii) purports to terminate these Terms and Conditions without proper notice and prior to the end of then-current Term; or (iii) breaches any other material term, warranty, covenant, or representation of these Terms and Conditions. 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 the Participant's inclusion in the Program; or (b) seek any available remedy provided by law. Upon a termination for default by the Participant, the Participant must pay Georgia Power the costs and expenses for removal of the ET Infrastructure and actual costs for losses incurred by Georgia Power on behalf of its ratepayers, such as prorated costs of ET Infrastructure, site design, and installation.

13. Indemnification. Except where the Participant is a "public employer" as defined by O.C.G.A. § 13-10-91, the Participant must indemnify, hold harmless and defend the Released parties from and against all claims for damages arising in connection with these Terms and Conditions, this Program, or Georgia Power's Services to the fullest extent permitted by law, except to the extent of the Georgia Power's gross negligence or willful misconduct.

14. Term and Termination. The "**Initial Term**" of these Terms and Conditions expires on the anniversary of the Effective Date. After the Initial Term, these Terms and Conditions will automatically renew on an annual basis for ten (10) years or until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with Section 8 (the Participant Removal or Termination) below) at least ninety (90) days before the desired termination date. The Initial Term and any renewal term are collectively the "**Term**." If the Participant elects to terminate these Terms and Conditions prior to the ninth (9<sup>th</sup>) renewal term, the Participant must pay Georgia Power an amount equal to value of the ET infrastructure as prorated on a straight-line basis.

15. Participant's Removal or Termination. If the Participant desire to end its participation in the Program or requires removal of the ET Infrastructure or parts thereof prior to the expiration of the Initial Program Term, then the Participant must bear the full cost and sole expense of such removal, site design, and installation, as well as the amounts described in Section 14 above. The Participant may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with such termination or removal request. After the Initial Term, if the Participant requests to terminate these

Terms and Conditions pursuant to this Section 15, Georgia Power must deenergize the ET Infrastructure and abandon the conduit in place, and Georgia Power will bear the full cost of such work.

16. Conveyance of the Premises. Should the Participant convey the Premises to a third party prior to expiration of the Initial Term, the Participant is required to assign these Terms and Conditions to the purchasing third party, and the purchasing third party must assume the Participant's obligations under these Terms and Conditions, on terms reasonably acceptable to Georgia Power. If the Participant does not assign these Terms and Conditions to the purchasing third party or if the purchasing third party does not accept an assignment and assume all obligations under the Agreement, the Participant will be deemed to have terminated these Terms and Conditions prior to the expiration of the Initial Term as contemplated in Sections 12 (Default) and 15 (Participant's Removal or Termination). In such event, the Participant will bear the full cost and sole expense for removal of the ET Infrastructure, if removed, as well as actual costs, as circumstances may dictate, for losses incurred by Georgia Power on behalf of its ratepayers, such as the depreciated (on a straight-line basis) costs of ET Infrastructure, site design, and installation. The Participant may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with terminating these Terms and Conditions.

17. Public Employer Provisions.

a. If the Participant is a "public employer" as defined by O.C.G.A. § 13-10-91 and these Terms and Conditions are considered a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of these Terms and Conditions and is mandatory. Georgia Power will provide to the Participant a contractor's affidavit for Georgia Power's Services as required by O.C.G.A. § 13-10-91. If Georgia Power employs any subcontractor in connection with installation of ET Infrastructure under these Terms and Conditions, Georgia Power also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

b. If the Participant is a "public employer" as defined by O.C.G.A. § 13-10-91, then such Participant will not be obligation to indemnify Georgia Power under Section 13 above. In the case of such public employer Participant, each party will be responsible for its own acts and the results of its acts, except as otherwise described in these Terms and Conditions.

18. DISCLAIMER OF WARRANTIES AND LIMITATION OF THE PARTICIPANT REMEDIES. GEORGIA POWER MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT) REGARDING GEORGIA POWER'S SERVICES OR THE ET INFRASTRUCTURE. THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE PARTICIPANT'S REMEDIES UNDER THESE TERMS AND CONDITIONS ARE LIMITED TO ACTUAL AND DIRECT DAMAGES. ACCORDINGLY, THE PARTICIPANT WAIVES ANY RIGHT TO: (A) INDIRECT, REMOTE, CONSEQUENTIAL, INCIDENTAL, TREBLE, PUNITIVE, AND EXEMPLARY DAMAGES, AND (B) DAMAGES RELATED TO LOST PROFITS, LOST REVENUE, AND LOSS OF BUSINESS REPUTATION, REGARDLESS OF WHETHER THE AFOREMENTIONED DAMAGES ARE FORESEEABLE OR UNFORSEEABLE. THE LIMITATION OF REMEDIES IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

19. 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 if receipt is confirmed), 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 19.

20. 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 the Participant liable as partners, co-venturers, or principals.

21. Assignment. Except as contemplated in Section 16 above, the Participant may not assign these Terms and Conditions without the prior written consent of Georgia Power. Any assignment by the Participant 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.

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

23. 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. In the event of any dispute or claim related to these Terms and Conditions, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in Atlanta, Georgia.