

2026 – 2028 SBES Customer Participation Agreement

Terms & Conditions

- Eligibility:** The Small Business Energy Savings ("SBES") program ("Program") is available to Georgia Power Company ("Georgia Power") commercial customers ("Customers") located within Georgia Power's service territory that have a 12-month peak demand of 249 kW or less, and that meet these Terms and Conditions ("T&Cs"). For purposes of the Program, the installation of approved energy conservation measures ("ECMs") for an eligible Customer is referred to as a "Project." Georgia Power reserves the right, in its sole discretion, to approve or deny any Customer or Project application based on the results of an energy analysis, Program requirements, or a determination that Program budget limits may be exceeded. Program incentives are limited, are offered on a first-come, first-served basis, and are subject to Customer and Project eligibility requirements and the availability of Program funds. The Program applies only to the replacement of existing, functional equipment. The Program does not apply to new construction or to the replacement of failed, non-operational, or missing equipment. Equipment previously installed or retrofitted under the Program is not eligible for additional incentives until at least 3 years have elapsed since installation.
- Incentives:** Subject to these T&Cs, Georgia Power will pay an incentive payment contribution (as identified in the applicable Project Information section) directly to the Program participating contractor ("Participating Contractor") upon satisfactory installation of the ECMs and completion of all Program requirements. The incentive is intended to cover a designated Program share of eligible Project costs, as specified in Customer's Participation Agreement and the applicable assessment report, approval, or other documentation ("Assessment Report"), for each Customer per Program year (January 1 – December 31). Incentives are available only for the replacement of existing and functional equipment that has been approved through the Program.
- Authorization, Program Changes, Suspension, or Cancellation:** Georgia Power reserves the right, at any time and in its sole discretion, to modify Program requirements, incentive amounts or caps, or these T&Cs, including suspending the acceptance of Participation Agreements or terminating the Program, in whole or in part, with or without notice. In the event of a Program modification, any Participation Agreement that has been fully executed and approved by Georgia Power prior to the effective date of such modification will be processed in accordance with the T&Cs in effect as of the date of execution, provided that the applicable Project otherwise satisfies all Program requirements. For all Projects, eligibility for Program Participation and Georgia Power's obligation to pay any incentive are expressly subject to these T&Cs and will arise only after (i) a Participation Agreement has been executed and approved by Georgia Power, (ii) the Project has been completed in accordance with Program requirements, and (iii) all required documentation and verification have been satisfactorily completed.
- Proof of Purchase:** Participating Contractors must provide copies of all Customer invoices and any other documentation required by and acceptable to Georgia Power that clearly and accurately identify the reasonable costs incurred to purchase and install the ECMs. Such documentation must be sufficiently detailed to allow audit and verification by Georgia Power and must include, at a minimum, an itemized breakdown of all material, labor, and equipment costs, as well as any discounts or credits applied, on a per-Project basis.
- Project Verification:** As a condition precedent to any incentive payment, and at any time after receipt of a fully executed Participation Agreement, Georgia Power, its program implementer, or its third-party evaluator ("Evaluator") may inspect Customer's facility to verify pre-installation and post-installation conditions, including without limitation, equipment installed, quantities, costs, and supporting documentation. Any inspection or verification performed pursuant to this Section 5 (**Project Verification**) is conducted solely for Program administration and does not constitute an endorsement of, or warranty with respect to, the design, performance, safety, or compliance of the ECMs or the installation thereof. Notwithstanding anything to the contrary in these T&Cs or the Participation Agreement, at any time prior to payment of the incentive, that the installed ECMs deviate in type, quantity, cost, or performance from those identified in the Participation Agreement or otherwise fail to meet Program requirements, Georgia Power reserves the right, in its sole discretion, to reduce, withhold, or deny payment of all or any portion of the incentive.
- Customer Tax Obligation:** Customer is responsible for determining, reporting, and paying any applicable federal, state, and local taxes that may be owed in connection with any incentive payment provided under the Program. Neither Georgia Power nor any of its subsidiaries or affiliates will have any responsibility or liability for any federal, state, or local taxes arising from or related to any incentive payment.
- Compliance:** Customer acknowledges and agrees that Georgia Power is not responsible for obtaining, reviewing, or verifying any licenses, permits, or approvals required in connection with the installation, operation, or disposal of ECMs. Customer will comply and ensure that its contractors comply with all applicable federal, state, and local laws, codes, ordinances, and regulations relating to the installation, operation, maintenance, and disposal of all equipment installed under the Program.
- Removal of Equipment:** Customer agrees to arrange for, and permit, the removal and proper disposal of any equipment replaced by the ECMs in compliance with all applicable federal, state, and local laws, regulations, and environmental requirements. Customer further agrees that any equipment removed as part of the Project, must not be reinstalled within the Georgia Power service territory and must not be sold, transferred, or otherwise provided to any third party for reinstallation within the Georgia Power Service territory.
- Replacement of Failed Equipment:** Customer agrees that, if any ECM installed under the Program fails during its expected useful life, Customer will replace such ECM, at Customer's sole expense, with equipment that achieves energy savings comparable to or greater than the original ECM.
- Evaluation Follow-up Visits:** Upon reasonable advance notice, Georgia Power reserves the right, either directly or through its Participating Contractor or Evaluator, to conduct follow-up visits to Customer's facilities during the 36 months following completion of the Project for purposes of Program evaluation, measurement, verification, and compliance. Customer agrees to provide reasonable access to its facilities and to cooperate with Georgia Power, its Participating Contractor, and any Evaluator in connection with such follow-up visits.

11. **No Warranties:** Georgia Power does not endorse, guarantee, or warrant any manufacturer, product, service, Participating Contractor, or third-party vendor participating in or associated with the Program. Georgia Power makes no representations or warranties, express or implied, with respect to any product, service, or equipment installed under the Program, or with respect to the safety, health, or well-being of any person or property. Any warranties applicable to the ECMs or related services are solely those provided by the manufacturer, third-party vendor, or Participating Contractor. Customer acknowledges that neither Georgia Power nor any of its consultants is responsible for the design, engineering, construction, installation, operation, or maintenance of Customer's facility or the ECMs, or for ensuring compliance with any laws (including patent laws), codes, regulations, or industry standards. Georgia Power makes no representations regarding the performance, energy savings, adequacy, or safety of the ECMs. To the maximum extent permitted by law, Georgia Power expressly disclaims all warranties not expressly stated in these Terms and Conditions.
12. **Assumption of Risk and Limitation of Liability:** Customer acknowledges and assumes all risks arising from or related to its participation in the Program, including, without limitation, risks associated with the installation, operation, and performance of ECMs and any related services. To the fullest extent permitted by law, Customer releases and discharges Georgia Power, its subsidiaries and affiliates, its program implementer, any Evaluator, and each of their respective officers, directors, employees, and agents from any claims, liabilities, damages, losses, or causes of action, whether in contract, tort (including negligence), equity, or otherwise, arising out of or relating to the Program or the equipment or services provided in connection with the Program. Georgia Power's sole obligation under the Program is limited to the payment of properly qualified incentives in accordance with these Terms and Conditions. In no event will Georgia Power or its affiliates, its program implementer, or any Evaluator be liable to Customer or any third party for any special, indirect, incidental, or consequential damages, regardless of the theory of recovery, arising out of or related to any activities associated with the Program.
13. **Right to Refuse:** Customer acknowledges and agrees that Georgia Power, its program implementer, and any Evaluator reserve the right to refuse to provide services or installations, or to suspend or terminate service delivery, if confronted by a Customer or any other individual acting inappropriately, or if conditions are determined to be potentially unsafe, unsuitable, or harmful to the health or well-being of any person. For purposes of this section, "inappropriate conduct" includes, without limitation, unreasonable demands for service; threatening, harassing, or offensive language; threatening, erratic, or aggressive behavior; unwelcome physical contact; or any circumstance raising concerns for personal health or safety.
14. **Obligations and Indemnities between the Parties:** Georgia Power will have no obligation to design, install, operate, maintain, repair, remove, or otherwise perform any work on any ECMs installed under the Program. Georgia Power will have no liability for: (i) any failure by a Participating Contractor to perform its services; (ii) any failure or malfunction of the ECMs; (iii) any damage to Customer's premises caused by a Participating Contractor; or (iv) any loss of, or damage to, property or injury to persons arising out of or relating to the installation, operation, or use of the ECMs, Georgia Power's sole obligation under the Program is limited to the payment of properly qualified incentives in accordance with these Terms and Conditions. To the maximum extent permitted by law, Customer will indemnify, defend, and hold harmless Georgia Power, its parent company, and its affiliates, and each of their respective officers, directors, employees, agents, shareholders, and representatives, from and against any claims, demands, losses, damages, judgments, settlements, liabilities, costs, and expenses (including reasonable attorneys' fees and investigation costs) arising out of or relating to: (i) the negligence or willful misconduct of Customer or its employees, subcontractors, or agents, including third-party claims for bodily injury, death, or property damage; and (ii) Customer's performance, or failure to perform, any of its obligations under these Terms and Conditions.
15. **Miscellaneous:** These T&Cs represent the entire agreement and understanding between the parties regarding the subject hereof. Any prior or contemporaneous written or oral communications between the parties regarding the subject hereof are superseded by this Agreement. This Agreement may be executed in original or electronic form, and an electronic form and signature will be considered an original for all purposes. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia without reference or regard to conflict of law provisions or other laws of any jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Georgia.