

**Georgia Power Company  
Energy Assessment & Solutions Program  
Participant Agreement**

This Energy Assessment & Solutions Program Participant Agreement (“Agreement”) is an offer by Georgia Power Company (“Georgia Power”), to allow you (“you” or “Participant”) to participate in Georgia Power’s Energy Assessment & Solutions Program (the “Program”), as further described, and in accordance with and subject to the terms and conditions contained, herein. By entering your name and account number and clicking “Accept”, you accept this offer and agree to be bound and abide by the terms and conditions of this Agreement as a condition of your participation in the Program. If you do not want to agree to the terms and conditions of this Agreement, you must click “No, Thanks” or leave this page. This Program is only available to Georgia Power electric service customers who are 18 years of age or older and reside in the United States and meet certain income eligibility requirements. By entering your name and account number and clicking “Accept”, you represent and warrant that you are of legal age to form a binding contract with Georgia Power and that you meet all of the foregoing eligibility requirements.

Georgia Power and Participant may be individually referred to herein as a “Party” and collectively as the “Parties”.

WITNESSETH

WHEREAS, Participant owns or leases certain real property identified on customer’s monthly bill (the “Property”);

WHEREAS, in connection with Georgia Power’s Energy Assessment & Solutions Program (the “Program”), Participant wishes for Georgia Power to perform the Assessment (as hereinafter defined), and based on such assessment, to perform the Improvements (as hereinafter defined) at the Property; and

WHEREAS, Georgia Power wishes to perform the Assessment and the Improvements, and to evaluate the energy data associated with the Property, in connection with the Program;

NOW, THEREFORE, in exchange for the mutual promises exchanged herein and other good and valuable consideration, the sufficiency of which is hereby recognized, the Parties agree as follows:

1. Services. In connection with the Program, Georgia Power and/or its employees, agents, contractors, subcontractors, third party evaluators, and representatives (the “Georgia Power Parties”) will, to the extent the required resources and materials are available, perform an assessment of the energy weatherization measures at the Property, as determined by the Georgia Power Parties, in order to identify potential energy-saving opportunities (the “Assessment”).Based on such Assessment, the Georgia Power Parties may, as determined by Georgia Power in its sole discretion, perform certain home energy improvements, such as air sealing, attic insulation, water heater insulation, pipe wrapping, HVAC assessment, and installation of LED light bulbs or smart programmable thermostats (the “Improvements”) at the Property for the benefit of Participant and at no cost to Participant. The Georgia Power Parties shall perform the Improvements set out in one or more statements of work to be issued by a Georgia Power Party and accepted by Participant (each, a “Statement of Work”). The Statement

of Work shall be deemed issued and accepted only if signed by the Georgia Power Party and accepted by Participant. Georgia Power reserves the right not to perform any Assessment or Improvements and to terminate this Agreement without penalty and with no further obligation if, in its sole discretion, it (i) determines that the Assessment or Improvements cannot be performed in a manner that is acceptable to Georgia Power, (ii) determines that any materials or resources necessary or desirable to perform the Assessment or make the Improvements are not readily available, or (iii) terminates the Program. In such case, the Georgia Power Parties will have no further obligation with respect to the performance of the Assessment or Improvements or this Agreement.

2. Access. Participant grants the Georgia Power Parties the right and license to access the Property at reasonable times to perform the Assessment, the Improvements, and any activities related to the Assessment, the Improvements and the Program, including, without limitation, surveying, measuring, design, testing, assessment, operation, maintenance, repair, fitting, drilling and light construction work involving hand tools, maintenance, and repair and replacement work, and any evaluations regarding quality access, quality control, and/or the Program's efficiency. Participant understands that Improvements may require drilling permanent holes and/or permanently attaching equipment to one or more areas of the Property, and grants the Georgia Power Parties permission to do so without any obligation to repair or replace any portion of the Property that is damaged or modified.

3. Data. Participant grants Georgia Power the right to access, collect, store and use all data and other information generated in connection with the Program, including, without limitation, Participant's name, address, telephone number, electric service account number, and information related to the use and consumption of energy at the Property (collectively "Data"). In exercising these rights, Georgia Power may, furthermore, disclose Data to its authorized employees, agents, contractors, subcontractors, consultants and other representatives, including, without limitation, Solutions for Energy Efficient Logistics, LLC. All Data accessed and collected by Georgia Power during the Term, and any compilations, reports, findings, conclusions, results, publications and derivative works of any kind, regardless of form, produced from or in connection with the Data or Equipment, belong solely to Georgia Power, which has sole right, title and interest therein. Participant irrevocably transfers to Georgia Power all right, title and interest Participant may have in such Data. Georgia Power has the sole, perpetual, interminable and worldwide right to compile, aggregate, use, publish, republish, transmit, distribute, disseminate and share the Data and derivative works created using the Data, in any form and manner of its choosing, without restriction.

4. Limitation of Warranty. Georgia Power is not making, will not be providing, and specifically disclaims all representations, warranties, covenants and guaranties, whether expressed or implied, with respect to the Assessment, the Improvements, and the Program.

5. Limitation of Remedies. Without limiting the requirements of Sections 6 and 7 herein, the Parties' remedies under this Agreement, to the extent a cognizable claim may arise, are limited to actual and direct damages, and the Parties waive any right to (i) indirect, remote, consequential, incidental, treble, punitive and exemplary damages, and (ii) damages related to lost profits, lost revenue and loss of business reputation. The limitations of remedies in this section will apply to the fullest extent permitted by law.

6. Limitation of Liability and Waiver. Participant hereby releases and holds harmless Georgia Power and its former, existing, and future affiliated entities (including its subsidiaries, its parent company and the subsidiaries of that parent), and their respective officers, directors, shareholders, partners, trustees, representatives, employees, agents, contractors, subcontractors, consultants, attorneys, insurance carriers, and their successors and assigns (collectively the “Released Parties”) from and against all liabilities, losses, damages, injuries, penalties, claims, actions, causes of action, lawsuits, judgments and expenses of any kind (“Claims”) arising in connection with the Program, the Assessment, the Improvements or the collection, use, storage, release or publication of Data. Furthermore, Participant covenants not to sue the Released Parties in connection with the Program, the Assessment, the Improvements or the collection, use, storage, release or publication of Data, and waives all rights, regardless of when accruing, in all Claims related thereto. The limitations of liability and waivers set forth in this paragraph will apply to the fullest extent permitted by law.

7. Indemnification. Participant shall indemnify, hold harmless and defend the Released Parties from and against all Claims arising in connection with this Agreement, Program, the Assessment, the Improvements and the collection, use, storage, release or publication of Data, to the fullest extent permitted by law, except to the extent of the Released Parties’ gross negligence or willful misconduct.

8. Participant Warranties and Representations. Participant warrants and represents that is has the authority to grant Georgia Power all rights and licenses set forth in this Agreement, and that Participant has obtained or will obtain, prior to the Assessment and/or the Improvements, and as a condition of any obligation by the Georgia Power Parties under this agreement, the permission of any other party whose authorization is required to affect those rights and licenses, including, if applicable, the consent of Participant’s landlord through the execution by Participant’s landlord of the Energy Assessment & Solutions Program Landlord Consent Form.

9. Miscellaneous. Participant shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement. This Agreement represents the entire agreement and understanding among the Parties regarding the subject hereof. Any prior or contemporaneous written or oral communications between the Parties regarding the subject hereof are superseded hereby. 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.

10. Termination. Any other term herein notwithstanding to the contrary, Georgia Power reserves the right to terminate this Agreement, in its sole discretion and without penalty, at any time and for any reason or no reason by providing written notice to Participant. If Georgia Power terminates this Agreement, it will have no further obligation under this Agreement.