

Income Qualified Energy Efficiency Pilot General Terms and Conditions

This document establishes the general terms and conditions for Georgia Power Company's Income Qualified Energy Efficiency Pilot ("Terms and Conditions"). As a condition of Pilot participation and the receipt of electric service at the Premises during the Pilot term, all Customers and Owners must agree to these Terms and Conditions as well as those set forth in the applicable Customer Agreement, Owner Agreement, and Tariff.

Definitions

The terms in quotation marks below are defined as follows for purposes of these Terms and Conditions:

"Company" means Georgia Power Company.

"Company Representatives" means the Company and/or its employees, agents, contractors, subcontractors, third party implementers and representatives.

"Customer Agreement" means the written contract a customer must enter with Company as a condition of participating in the Pilot.

"Owner" means the owner of the Premises at which Upgrades are installed. Owner and Customer may be the same person.

"Owner Agreement" means the written contract the Owner of a Premises must enter with Company as a condition of Pilot participation.

"Customer" means a residential customer approved for and participating in the Pilot under the Tariff at a Premises as well as anyone subsequently participating at the Premises during the term in which the Pilot Charge applies.

"Premises" means the residential premises of a Customer at which Upgrades are installed.

"Pilot" means the pilot offered in connection with the Tariff through which Upgrades are installed for Customer.

"Pilot Charge" means the additional charge assessed to a Customer on his or her monthly electric service bill through which the Company recovers the cost of Upgrades.

"Tariff" means the Income Qualified Tariff Based Energy Efficiency Schedule IQTBEE-1.

"Upgrades" means those energy efficiency upgrades the Company approves and installs on behalf of a Customer in connection with the Pilot.

Terms

1. Eligibility. Customers must meet all requirements established by the Company and take retail electric service on one of the following retail rate schedules: Residential Service (R), , Time of Use – Residential Energy Only (TOU-REO), Time of Use – Plug-In Electric Vehicle (TOU-PEV), Time of Use – Residential Demand (TOU-RD), Pre-Pay Service (PPS), or. The Customer applying to participate in the Pilot and initiating service under the Tariff at a Premises must have a total household income that is less than or equal to 200% of the federal poverty level for an individual. A Customer may only participate in the Pilot in connection with one Premises.
2. Agreement to Terms. The Customer shall be bound by these Terms and Conditions as well as those set forth in the Tariff and required Customer Agreement. If a Customer does not own the Premises, the Customer must obtain the consent of the Owner, and the Owner must agree to

these Terms of Conditions, as well as those set forth in the Tariff and required Owner Agreement, before Upgrades are installed.

3. Pilot Charge. The Customer must pay the Pilot Charge, as required by the Tariff and as further set forth in the applicable Customer Agreement, until the cost of the Upgrades are recovered by the Company; provided that application of the Pilot Charge will not exceed the lesser of the estimated average life of the Upgrades, as determined by Company, or ten years from the application of the first Pilot Charge to the electric service bill at the applicable Premises. The Pilot Charge is in addition to charges for electric service under a standard retail rate schedule. The Customer's obligation to pay the Pilot Charge is subject to the requirements of the Georgia Power Company Rules and Regulations for Electric Service, including, without limitation, the assessment of late fees and discontinuing of service where applicable. At any time, a Customer or Owner may pay the Company the total remaining portion of the costs associated with the Upgrades, in which case the Pilot Charge will be removed from the electric service bill for the Premises.
4. Compliance and Cooperation. The Customer and, where applicable, the Owner of a Premises, must (i) submit all applications, authorizations, information, and documentation the Company may require in connection with the Pilot, (ii) cooperate with the Company and Company Representatives in connection with the Pilot, including, without limitation, permitting the Company or its designee to conduct all assessments, analyses, inspections, and verifications the Company may require for Pilot purposes, and (iii) comply with all Company requirements and applicable laws.
5. Premises Condition. Any Premises at which Upgrades are installed must be suitable for the Upgrades, and free of any conditions or hazards, including, without limitation, structural and environmental conditions that pose a risk of any kind or nature to Customer, Owner, the Company, Company Representative, the Premises, third-parties, or surrounding areas, as pertaining to the installation or presence of the Upgrades and any activities related thereto. The Customer and, where applicable, Owner of a Premises, represent the foregoing as a condition of Pilot participation and must immediately notify the Company of the discovery of any condition to the contrary. If at any time the Company determines that a Premises is not suitable for Pilot participation, then it reserves the right to cancel or terminate any application or agreement with respect to that Premises as well as the applicable Customer and Owner, without penalty or further obligation,
6. Access. The Customer and, where applicable, Owner, must (i) have all legal rights required to authorize the Upgrades and related activities, and (ii) grant the Company and/or Company Representatives the right and license to access the Premises at reasonable times to perform activities related to the Pilot, as deemed necessary or convenient by the Company or its designee, including, without limitation, work in connection with the Upgrades and any assessments, analyses, inspections, and verifications the Company may require.
7. Upgrades. The cost of Upgrades will not exceed an average cost of \$7,500 per Premises as provided in the Tariff. The Company will retain any applicable Georgia Power energy efficiency rebates for which the Upgrades may qualify and apply them to reduce the cost recovery amount associated with the Upgrades. If a Customer is approved for Pilot participation, the decision to install Upgrades, the type, cost, and number of Upgrades to be installed, and the time, method, and manner in which Upgrades are to be installed, are subject to the Company's sole discretion. Upgrades must also be installed in a location that is suitable to the Company. The Customer and Owner must not damage or remove the Upgrades, must maintain the Upgrades, and must notify the Company immediately if the Upgrades require repair or replacement in accordance with Section 9. Until such time as the Company has recovered the full cost of the Upgrades and

associated carrying costs, the Company will retain ownership of the Upgrades. Once costs have been fully recovered, all right, title, interest, and ownership in the Upgrades and responsibility for the Upgrades will transfer to Owner or the party who is then Owner of the Premises, and the Company will have no further obligation in connection with the Pilot or the Upgrades.

8. Application of Tariff to Premises. Upon installation of the Upgrades, the Tariff and associated Pilot Charge will apply for the term described in the Tariff and further set forth in the applicable Customer Agreement, until the costs of the Upgrades are recovered by the Company. If a Customer terminates electric service at a Premises before the end of the aforementioned term and before the Company recovers all costs associated with the Upgrades, any subsequent person wishing to receive electric service at the Premises must acknowledge and agree to these Terms and Conditions, participate under the terms of the Tariff, the Customer Agreement, and any applicable Owner Agreement, and continue to pay the Pilot Charge consistent therewith. As such, these Terms and Conditions will be deemed to automatically apply to any subsequent customer and owner of a Premises as a condition of electric service, and they will be deemed a Customer or Owner. The Owner of a premises must notify any occupant or buyer of the Premises of the application of the Tariff as well as the Terms and Conditions of service and the requirements of the Customer Agreement and any Owner Agreement and agree to transfer and assign any Owner Agreement to any subsequent buyer of the Premises. Additionally, the Customer and Owner shall allow the Company or its designee to provide notice of the Upgrades in whatsoever manner it deems appropriate, including, without limitation, by placing notice in local and state property records.
9. Maintenance and Repair. The Customer and Owner must maintain Upgrades in good condition and consistent with any manufacturer requirements. The Customer and Owner must immediately report the need for repair or replacement of any mechanical Upgrades to the Company or its designee. If such Upgrades require repair or replacement during the term of the applicable Customer Agreement or Owner Agreement, the Company will determine the cause necessitating such repair or replacement. The Company will make or cause to be made such repairs or replacement as it deems necessary, and at no cost to the Customer, so long as some action of the Customer, Owner, or any third party for whom the Company is not responsible is not the cause necessitating the repair. If the Company determines that the Customer, Owner, or a third party for whom the Company is not responsible, caused the need for repair or replacement, the Company may recover all costs associated with the repair or replacement through an addition to the Pilot Charge or directly from the responsible party. The Company will recover the cost of any repairs and replacements, which are not otherwise recovered, through the DSM-R tariff or by such other means as may be approved by the Georgia Public Service Commission.
10. No Guarantee. The Customer's agreement to these Terms and Conditions and ability to satisfy all requirements does not guarantee Pilot participation. The selection and approval of Customers for Pilot participation are solely at the Company's discretion. Participation in the Pilot does not guarantee savings or a reduction in the amount of a Customer's electric service bill, which amount may be affected by a variety of factors beyond the Company's control, such as weather and usage patterns.
11. Limitation of Warranty. Unless expressly set forth in the applicable Customer Agreement or Owner Agreement, the Company does not make, will not provide, and specifically disclaims all representations, warranties, covenants and guaranties, whether express or implied, as pertaining to the Upgrades, work, and other activities in connection with the Upgrades or Pilot.
12. Termination. The Company reserves the right to terminate service under the Tariff and to terminate the Pilot and any related agreement, without penalty or further obligation, if (i) the Pilot or Tariff is discontinued with the approval of the Georgia Public Service Commission, (ii) the Customer fails to meet any of its obligations under this Tariff or in connection with the Pilot, or (iii) where termination is consistent with the Georgia Power Company Rules and Regulations for Electric Service. In such event, the Company may waive remaining Pilot Charges and leave the Upgrades at the Premises,

in which case ownership and responsibility for the Upgrades will automatically transfer to the Owner.

- 13. Limitation of Remedies.** Without limiting the requirements of Sections 14, the remedies of the parties in connection with the Pilot, to the extent a claim may arise, are limited to actual and direct damages. 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 limitation of remedies set forth in this section shall apply to the fullest extent permitted by law.
- 14. Limitation of Liability and Waiver.** The Customer and Owner acknowledge that the Upgrades are intended to benefit the Customer and Premises and shall assume any and all risk of Pilot participation. The liability and responsibility of the Company and Company Representatives in connection with the Pilot, the Upgrades, and any activities in connection therewith, is strictly limited to providing service consistent with the Tariff. The Customer and Owner shall release and hold harmless the Company and Company Representatives and their former, existing, and future affiliated entities (including subsidiaries, parent companies and the subsidiaries of those parents), 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 costs, liabilities, losses, damages, injuries, penalties, claims, actions, causes of action, lawsuits, judgments, and expenses of any kind ("Claims"), arising in connection with the Pilot, the Upgrades, the services provided under the Tariff, and any activities in connection with any of the foregoing. The Customer and Owner agree not to sue the Released Parties in connection with the Pilot, the Upgrades, the services provided under the Tariff, or the activities in connection with any of the foregoing and waive all rights in all Claims related to the same. The limitation of liability and waiver set forth in this section shall apply to the fullest extent permitted by law.
- 15. Participant Warranties and Representations.** The Customer and Owner represent that they meet all Pilot requirements, respectively, have the authority to grant the Company all rights and licenses set forth in these Terms and Conditions, and have obtained the permission of any other party whose authorization is required to permit the activities required in connection with the Pilot, including, without limitation, all work related to the Upgrades and Pilot participation under the Tariff.
- 16. Miscellaneous.** The Customer and Owner shall execute any documents, take all additional actions, and do all additional things that may be necessary or convenient to implement and carry out the intent of these Terms and Conditions and the Pilot, including, without limitation, execution of the Participant Agreement and Owner Agreement. These Terms and Conditions, the Tariff, the Participant Agreement, and the Owner Agreement (as applicable to the Owner), represent the entire agreement and understanding among the parties with respect to the Pilot, and supersede any prior or contemporaneous written or oral communications between the parties regarding the subject of the Pilot. These Terms and Conditions may be acknowledged and accepted in original or electronic form, and an electronic form and signature will be considered an original for all purposes. These Terms and Conditions and all aspects of the Pilot are governed by and will be construed in accordance with the laws of the State of Georgia without reference or regard to any otherwise applicable conflict of law provisions. Sections 10, 11, 12, 13, 14, 15, and 16 will survive termination of the Pilot, Customer Agreement, and Owner Agreement, for the benefit of Company and the Released Parties.