

**GEORGIA POWER COMPANY
ELECTRIC VEHICLE CHARGING MAKE-READY PROGRAM AGREEMENT**

This Electric Vehicle Charging Make Ready Program Agreement (the “**Agreement**”) is made on this ____ day of November, 2020 (“**Effective Date**”) by and between Georgia Power Company, a Georgia corporation with a mailing address at 241 Ralph McGill Boulevard NE, Atlanta, Georgia 30308-3374 (“**Georgia Power**”) and the [Name of the Counterparty] with a mailing address at [Address of Counterparty] (the “**Customer**”). Customer and Georgia Power are referenced collectively as “**Parties**” and individually as “**Party.**”

RECITALS

WHEREAS, Georgia Power has received authorization from the Georgia Public Service Commission to implement the Electrification of Transportation Initiative Program in order to study the impacts of electric transportation on the electric grid and evaluate associated costs to assist customers in their transition to electric transportation, (the “**Make-Ready Program**”);

WHEREAS, Customer’s participation in the Make-Ready Program would allow Customer to offset certain capital investments that would otherwise be required in order for Customer to install certain secondary electrical infrastructure necessary to support the **Project** (as defined in the Customer Plan);

WHEREAS, Georgia Power has solicited proposals for participation in the Make-Ready Program in order to allow Georgia Power to collect data necessary for the Georgia Public Service Commission and Georgia Power to properly evaluate the Make-Ready Program;

WHEREAS, Customer has expressed a desire to participate in the Make-Ready Program and has developed a plan in the form attached hereto as Exhibit 3 (Customer Plan) (the “**Customer Plan**”);

WHEREAS, Georgia Power has reviewed and accepted the Customer Plan and believes that Customer’s participation as described therein will be beneficial to the Make-Ready Program;

WHEREAS, Customer owns or is in lawful control of certain real property located at [address] (the “**Premises**”);

WHEREAS, Georgia Power has the materials, services, labor, and professional expertise necessary to install and maintain the ET Infrastructure (as defined below); and

WHEREAS, Georgia Power is willing to install and maintain ET Infrastructure at the locations at the Premises specified in the Customer Plan;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED HEREIN THIS AGREEMENT, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREES AS FOLLOWS:

1. Delivery and Installation of the ET Infrastructure. Within thirty (30) days of the Effective Date, Georgia Power will deliver to the Premises the secondary electrical infrastructure and associated metering equipment as identified in Exhibit 1 (ET Infrastructure) that Georgia Power deems reasonably necessary to support the Project (the “**ET Infrastructure**”). For the avoidance of doubt, ET Infrastructure includes, but is not limited to, secondary electrical infrastructure behind the meter to support ET charging, and does not include items such as charging devices, painting, branding, stenciling, network, warranty, or maintenance of charging devices. Customer acknowledges and agrees that Georgia Power’s collection of data associated with the Project is critical to the evaluation of the Make-Ready Program and Georgia Power acknowledges that Customer’s implementation of the Project may be planned to be conducted in one or more phases. Therefore, in order to permit Georgia Power to obtain sufficient data in support of the Make-Ready Program, within thirty (30) days of the Effective Date, Customer shall select a third-party installer for the installation of ET Infrastructure from the list of Georgia Power-approved qualified vendors

identified in Exhibit 2 (Authorized Installers). Further, within sixty (60) days of selection of the third-party installer, Customer shall issue a notice to proceed to for installation of at least the “**Initial Phase**” of the Project as identified in the Customer Plan, as defined herein below. The ET Infrastructure will be installed at Customer’s Premises identified in the locations identified in the Customer Plan, and will be incorporated behind the meter within portions of Customer’s electrical system. Following installation of the ET Infrastructure, Customer shall continue implementation of any remaining phases of the Project plan in accordance with Exhibit 3 (Customer Plan) (the “**Customer Plan**”). Georgia Power will retain all rights, title, interest, and ownership in and to the ET Infrastructure. Customer will not obtain any ownership or security interest in the ET Infrastructure, nor will the ET Infrastructure be considered a fixture attaching to Customer’s Premises.

2. Performance and Cooperation.

a. Customer acknowledges and agrees that Georgia Power may use its own employees or may contract with one or more independent contractors to perform Georgia Power’s Services. Customer 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 Premises electrical systems, and to survey, dig, or excavate, in order to: (a) install and connect equipment or provide service; (b) inspect, maintain, test, replace, repair, disconnect, or remove equipment; (c) install additional equipment or devices on the ET Infrastructure; or (d) conduct any other activity reasonably related to Georgia Power’s Services or the ET Infrastructure. Customer represents or warrants that it has the right to permit Georgia Power to provide Georgia Power’s Services including, if applicable, express written authority from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement. Each of the the Parties agrees to use its best efforts to coordinate and cooperate in connection with all activities under this Agreement. If Customer does not grant Georgia Power reasonable access to the Premises, then Georgia Power may deenergize the ET Infrastructure until access is granted. Georgia Power will work closely with Customer to minimize unreasonable interference with Customer’s operations at the Premises.

b. Subject to the other terms and conditions of this Agreement, during the Term, 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 the ET Infrastructure (e.g., meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) (collectively, “**Georgia Power’s Services**”). ET Infrastructure may be removed, substituted, or replaced by Georgia Power at any time. Customer will not be responsible for the cost associated with Georgia Power’s Services.

c. Customer is prohibited 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.

d. If Georgia Power determines that it needs, in addition to the access rights granted to Georgia Power under subSections 2(a) and 2(b) 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, Customer will grant Georgia Power easement rights in the form attached as Exhibit 4 (Form of Easement). If Customer 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 Customer 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.

3. Costs. Georgia Power will be responsible for any costs associated with 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 Customer's actions will be covered under Section 13 (Risk Allocation) of this Agreement.

4. Duty to Notify. Customer must promptly notify Georgia Power when Customer becomes aware of any unsafe, inoperable, or damaged ET Infrastructure.

5. Permission to Use Data. Customer hereby grants Georgia Power unrestricted access and use of all data collected by the ET Infrastructure. Customer 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.

6. Default. Customer will be in default of its obligations under this Agreement, if Customer: (i) fails to timely fulfill its obligations under Section 1 (Delivery and Installation of the ET Infrastructure); (ii) purports to terminate this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any other material term, warranty, covenant, or representation of this Agreement. 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 this Agreement; or (b) seek any available remedy provided by law. Upon a termination for default by Customer, Customer shall 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 the ratepayers, such as prorated costs of ET Infrastructure, site design, and installation.

7. Term and Termination. The "**Initial Term**" of this Agreement expires on the ten (10) year anniversary of the Effective Date. After the Initial Term, this Agreement will automatically renew on an annual basis until terminated by either Party by providing written notice of intent to terminate to the other Party (in accordance with Section 8 (Customer 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**."

8. Customer Removal or Termination. Should Customer require removal or termination of the ET Infrastructure or parts thereof prior to the expiration of the Initial Term, Customer shall bear the full cost and sole expense of such removal as well as actual costs, as circumstances may dictate, for losses incurred by Georgia Power on behalf of ratepayers, such as pro-rated costs of ET Infrastructure, site design, and installation. Customer may, at any time within the Term, request from Georgia Power projected and final costs associated with such a removal request. After the Initial Term, if Customer requests to terminate this Agreement pursuant to this Section 8, Georgia Power shall deenergize the ET Infrastructure and abandon conduit in place. Georgia Power will bear full cost of such work.

9. Conveyance of the Premises. Should Customer convey the Premises to a third party prior to expiration of the Initial Term, Customer is required to assign this Agreement to the purchasing third party, and the purchasing third party must assume Customer's obligations under this Agreement, on terms reasonably acceptable to Georgia Power. If Customer does not assign this Agreement to the purchasing third party or if the purchasing third party does not accept this assignment and assume all obligations under the Agreement, Customer will be deemed to have terminated this Agreement prior to the expiration of the Initial Term as contemplated in Sections 6 (Default) and 8 (Customer Removal or Termination). Customer 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 ratepayers, such as pro-rated costs of ET Infrastructure, site design, and installation. Customer may, at any time within the Term, request from Georgia Power projected and final costs associated with terminating the Agreement.

10. Disclaimer; Damages. 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. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of electric service, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of electric service, the ET Infrastructure, or Georgia Power's Services or arising from damage, hindrance, or delay involving Georgia Power's Services, the ET Infrastructure, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises; Customer 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 Customer or any third party that occurs at the Premises.

11. INDEMNIFICATION. CUSTOMER WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND GEORGIA POWER AND ITS FORMER, EXISTING, AND FUTURE AFFILIATED ENTITIES (INCLUDING ITS SUBSIDIARIES, ITS PARENT COMPANY AND THE SUBSIDIARIES OF THAT PARENT), AND ITS 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**") TO THE EXTENT ARISING FROM OR IN CONNECTION WITH CUSTOMER'S ACTIONS OR PREMISES CONDITIONS. THE PROVISIONS OF THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. LIMITATION OF CUSTOMER REMEDIES. CUSTOMER ACKNOWLEDGES THAT GEORGIA POWER'S SERVICES ARE NOT ESSENTIAL TO CUSTOMER'S BUSINESS INTERESTS OR OPERATIONS AND AGREES THAT CUSTOMER'S REMEDIES UNDER THIS AGREEMENT ARE LIMITED TO ACTUAL AND DIRECT DAMAGES. ACCORDINGLY, CUSTOMER 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.

13. RISK ALLOCATION. WHILE ET INFRASTRUCTURE REMAINS ON CUSTOMER'S PREMISES, CUSTOMER IS SOLELY RESPONSIBLE FOR THE RISK OF ET INFRASTRUCTURE LOSS AND DAMAGE TO ET INFRASTRUCTURE TO THE EXTENT ARISING FROM OR IN CONNECTION WITH CUSTOMER'S ACTIONS. ACCORDINGLY, CUSTOMER 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 CUSTOMER'S ACTIONS.

14. 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 on below 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 14.

Georgia Power:
Georgia Power Company
BIN 10215
241 Ralph McGill Boulevard
Atlanta, Georgia 30308-3374
Attn: Electric Transportation Manager
Email:

Customer:
[Address]
[City, State ZIP]
Attn:
Email:

15. Casualty. If all or any portion of the ET Infrastructure on the Premises are damaged or destroyed by fire 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 or replace the ET Infrastructure from the Premises in its sole discretion.

16. No Partnership. This Agreement will not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor will this Agreement render Georgia Power and Customer liable as partners, co-venturers, or principals.

17. Assignment. Customer may not assign this Agreement without the prior written consent of Georgia Power. Any assignment by Customer in violation of this provision will be null and void. Georgia Power may assign this Agreement to one or more of its affiliates or to any successor to the business or assets of Georgia Power. Subject to the foregoing, this Agreement 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 this Agreement.

18. Changes. 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 shall endeavor to provide Customer with advance notice of any such changes. Subject to Section 8 (Customer Removal or Termination), Customer may opt out of the Make-Ready Program by providing Georgia Power with ninety (90) days written notice.

19. Compliance with Laws. Each Party must comply with all applicable laws and regulations in its performance of this Agreement.

20. Governing Law and Jurisdiction. This Agreement 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 this Agreement, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in Atlanta, Georgia.

21. Interpretation. Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication.

22. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is unlawful and unenforceable, that determination will not affect any other provision of this Agreement, and this Agreement and all remaining provisions will continue in full force and effect to the extent permitted by law.

23. Entire Agreement; Waiver; Modification. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. No provision of this Agreement may be modified or waived except in writing signed by Customer and a duly authorized representative of Georgia Power. If it is determined by a court of competent jurisdiction that any restrictive covenant set forth in this Agreement is unenforceable, it is the intent of the Parties that such restriction be modified by the court to render it enforceable to the maximum extent permitted by law.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, each of the Parties has executed this Electric Vehicle Charging Make Ready Program Agreement by signing of its own free will, intending to be bound as of the Effective Date.

“Georgia Power”:
Georgia Power Company

Signature

Printed Name and Title

“Customer”:
[Name]

Signature

Printed Name and Title

Exhibit 1
Authorized Installers

Exhibit 2
ET Infrastructure

Exhibit 3
Customer Plan

Exhibit 4
Form of Easement