

BUSINESS EV CHARGER PLUS REBATE 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, TERMS, CONDITIONS, DISCUSSIONS OR CORRESPONDENCE BETWEEN YOU (THE “**APPLICANT**”) AND GEORGIA POWER COMPANY (“**GEORGIA POWER**”) REGARDING THE ELECTRIC TRANSPORTATION BUSINESS EV CHARGER PLUS REBATE PROGRAM (THE “**PROGRAM**”).

1. **The Program and Eligibility.** With the consent and approval of the Georgia Public Service Commission, Georgia Power created and implemented this 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. The objective of the Program is to promote electric transportation adoption by assisting customers with the installation of infrastructure that supports on-road and off-road electric transportation equipment. Businesses and other institutions interested in participating in the Program must complete an application (the “**Application**”) for installation of newly purchased Level 2 (208/240 V) Chargers or DCFC EVSE (defined below) and be accepted by Georgia Power.

Each Applicant must agree to these Terms and Conditions as a prerequisite to inclusion in the Program and these Terms and Conditions shall apply for five (5) years from the EVSE (defined below) installation date. Georgia Power reserves the right to refuse service to any Applicant that does not meet its Program requirements. Georgia Power reserves the right to change the Program requirements at any time without additional notice. Georgia Power may initiate changes to the Program as necessary to comply with Georgia Public Service Commission directives or other comments. Georgia Power will endeavor to provide the Applicant with advance notice of any such changes. Applicants participating in Georgia Power’s Make Ready infrastructure program are not eligible for this Program.

Current Eligibility Requirements:

- Must be Georgia Power customer
- Commercial & Industrial (based on CSS rate)
- New and Existing Customers
- Public Access and Private Access
- Not participating in Georgia Power’s Make Ready infrastructure program
- Must agree to these Terms and Conditions

2. **Applicant's Representations and Warranties.** The Applicant represents and warrants that it is a non-residential Georgia Power customer, current on payments and in good standing. The Applicant further represents and warrants that it has the right, authority, and legal capacity to (a) enter these Terms and Conditions, (b) grant the permissions contemplated herein, and (c) permit Georgia Power to administer the Program with respect to the Applicant, including, if applicable, obtaining express written authority from all Premises owners, and all other person(s) or entity(ies) having rights in the Premises (as defined in Section 3 below).
3. **Infrastructure Requirements.** Georgia Power will install and maintain the typical service connection at the address specified in the application (the "**Premises**"), including the primary conductors, transformer, CTs, meter, and any system work outside of the Premises. All utility-side upgrades must be in accordance with Georgia Power's [line extension policies](#). In addition to other duties and responsibilities identified in these Terms and Conditions, the Applicant is responsible for installing and maintaining the primary conduit, secondary conduit and cable, and the transformer pad. Georgia Power will provide the CT cabinet and meter enclosure; the Applicant is responsible for the installation and maintenance of these items. The Applicant will identify and contract with a licensed electrician or electrical contractor trained in accordance with minimum federal and/ or state requirements (the "**Contractor**") to perform any ET infrastructure upgrades required.

The Applicant must install, fund, own, operate, and maintain new, qualified Electrical Vehicle Supply Equipment ("**EVSE**") after the Application approval and must maintain the respective EVSE in good working order at the Applicant's expense for at least five (5) years after the installation date. The Applicant must obtain charging station hardware, software, and support services under separate purchase order agreements with third parties to enable the operation of an EVSE fueling service. During these five (5) years, the Applicant will provide Georgia Power with prompt access to, and allow Georgia Power to inspect, the EVSE. When practical, Georgia Power will try to give Applicant forty-eight (48) hour prior notice that it will carry out an on-site EVSE inspection to allow for scheduling of the inspection. The Applicant will rectify any issues that Georgia Power identifies during such inspection.

The Applicant must select EVSE that is Nationally Recognized Test Laboratory ("**NRTL**") certified to demonstrate compliance with appropriate product safety test standards. Supporting evidence of the NRTL certification must be provided if it is requested by Georgia Power. Charging infrastructure must also be installed and maintained with the oversight of an electrical worker trained in accordance with minimum federal and/or state requirements.

The Applicant is responsible for any decisions regarding the selection, design, purchase/lease, use, and operation of any program eligible EVSE and the Contractor performing the work shall be at the sole discretion and the sole responsibility of the Applicant. The Applicant and/or its Contractor will obtain all necessary approval, permits, and licenses for the installation and operation of the EVSE and for any ET infrastructure upgrades. The Applicant agrees to install EVSE in compliance with all federal, state, and local laws and codes, and to follow all applicable electric codes and standard.

4. **Electric Transportation Data and Information.** The Applicant acknowledges and agrees that Georgia Power's collection of data associated with the Program is critical to the evaluation of the Program. The Applicant hereby grants Georgia Power aggregated and anonymized access and use of all data collected by the ET and EVSE infrastructure. The Applicant agrees to allow Georgia Power, its agents, and representatives to use data gathered as part of the Program for use in regulatory

reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations.

5. **ET Infrastructure Requirements and Limitations.** The Applicant agrees to establish any necessary electric service orders with Georgia Power for the scheduling and installation of distribution system upgrades for the Georgia Power service connection point to the ET infrastructure.
6. **ET Infrastructure Operation.** EVSE shall be visible and accessible for use by its primary users except for safety and/ or maintenance purposes. The Applicant will pay the electricity costs for the EVSE under the selected Georgia Power rate plan. The Applicant will comply with all applicable laws regarding its pricing for EV charging services. The Applicant agrees to participate in Georgia Power surveys related to its experience with the rebate, charging stations, EV drivers, etc. The Applicant will promptly notify Georgia Power of any vandalism or user-caused damage to the EVSE.
7. **Rebate Requirements.** Rebates are only available to Applicants for newly purchased and installed Level 2 (208/240V) Chargers and Direct Current Fast Chargers (DCFC) meeting the following requirements:

Charger Requirements:

- Dedicated circuits
- Must be at minimum Level 2 (208/240 Volt) EVSE (charger)
- No mobile or portable connectors of any kind.
- Must be new (not used, refurbished, remanufactured, etc.)
- Must be owned by applicant (i.e. not rented)
- Must be on Georgia Power Approved Product List (EPRI)
- Must be installed by licensed electrician or certified electrical worker

Required* Documentation:

- Site Plans
- EV Charger Spec. Sheet
- Paid installation invoice
- Paid charger invoice
- W-9 (must be dated and signed)

*Although not required for rebate processing, please provide the electrician's quote and/or an EV charger quote to Georgia Power as soon as it is available.

The Applicant will provide Georgia Power with documentation and validation of compliance, and Georgia Power will then, subject to other provisions of these Terms and Conditions, provide a one-time rebate to the Applicant as follows:

One-Time Rebate Amount	Rebate Requirements
\$250.00 per kW	Level 2 chargers
\$150.00 per kW	DCFC ports

The rebate amount and availability is subject to change at any time. Georgia Power reserves the right to recoup the rebate amount on a prorated basis if any of the Terms and Conditions are not met. The Applicant is responsible for paying all tax liability

imposed as a result of receiving the rebate. Georgia Power makes no representations or warranties regarding whether the Applicant will or will not qualify to receive the rebate. Notwithstanding anything herein to the contrary, all rebates are capped at an aggregate maximum of (a) an amount equal to the lower of (i) fifty percent (50%) of the total costs actually and reasonably incurred by Applicant for the charger, installation services, and related materials per Premises, or (ii) \$30,000 per Premises, and (b) \$60,000 per Applicant per calendar year.

8. **Removal of Equipment.** Applicant must not remove the EVSE during the initial five (5) year term without Georgia Power's prior written consent, which may be withheld, conditioned, or delayed in Georgia Power's sole and absolute discretion. If Applicant decides to remove the EVSE after the five (5) year term, the Applicant will notify Georgia Power in advance of any such removal. Customer will in any event be responsible for properly removing and disposing of or recycling or de-energizing the EVSE in accordance with all applicable laws and regulations at the Applicant's sole expense and liability.
9. **Branding.** The Applicant will not use Southern Company (or a Southern Company affiliate) or Georgia Power's name or branding otherwise without express written authorization from Georgia Power.
10. **Default.** The Applicant will be in default of its obligations under these Terms and Conditions, if the Applicant: (i) fails to timely fulfill its obligations under these Terms and Conditions, (ii) breaches any other material term, warranty, covenant, or representation of these Terms and Conditions, or (iii) purports to terminate these Terms and Conditions prior to the end of the term. 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 Applicant's inclusion in the Program; and/or (b) seek any available remedy hereunder or provided by law.
11. **Indemnification and Release.** The Applicant agrees to indemnify, release, hold harmless and defend Georgia Power and its affiliates, and its and their respective officers, directors, shareholders, employees, and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including attorneys' fees and expenses and all court, arbitration or other dispute resolution costs), or any of them, resulting from, arising out of, or in any way connected with these Terms and Conditions, the Program, the operation and use of the EVSE, and Applicant's receipt of the rebate, failure to receive the rebate, or any taxes associated therewith, to the fullest extent permitted by law.
12. **Limitations of Liability; Exclusive Remedy.** **GEORGIA POWER'S LIABILITY WITH RESPECT TO THE PROGRAM SHALL BE LIMITED TO THE AMOUNT OF THE REBATE PAID TO THE APPLICANT HEREUNDER. NOTWITHSTANDING THE FOREGOING, APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL GEORGIA POWER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING IN CONNECTION WITH THE PROGRAM, EVEN IF GEORGIA POWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE PROGRAM OR WITH ANY OF THESE TERMS, OR FEEL GEORGIA POWER HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM.**
13. **DISCLAIMER OF WARRANTIES; SAFETY.** GEORGIA POWER MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT) REGARDING APPLICANT'S USE OF THE ET INFRASTRUCTURE OR APPLICANT'S PARTICIPATION IN THIS PROGRAM. THE

APPLICANT 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 APPLICANT'S ACTIONS. GEORGIA POWER SHALL IN NO WAY BE LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY OTHER ENTITY OR INDIVIDUAL, INCLUDING WITHOUT LIMITATION, ANY EQUIPMENT MANUFACTURER, THE CONTRACTOR, ELECTRICIAN, TECHNICIAN, OR OTHER SERVICE PROVIDER.

THE APPLICANT IS SOLELY RESPONSIBLE FOR SAFETY OF THE PREMISES; THE APPLICANT 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 APPLICANT OR ANY THIRD-PARTY THAT OCCURS AT THE PREMISES.

14. **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 Applicant liable as partners, co-venturers, or principals.
15. **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 upon confirmation of error-free delivery), 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 15.
16. **Assignment.** The Applicant may not assign these Terms and Conditions without the prior written consent of Georgia Power, which may be withheld, conditioned, or delayed in Georgia Power's sole and absolute discretion. Any assignment by the Applicant 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.
17. **Survival.** Those provisions that by their nature are intended to survive termination or expiration of these Terms and Conditions shall so survive.
18. **Compliance with Laws.** Each of Georgia Power and the Applicant must comply with all applicable laws and regulations in its performance of these Terms and Conditions.
19. **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.