

## ET MAKE READY INFRASTRUCTURE 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, DISCUSSIONS OR CORRESPONDENCE BETWEEN YOU (THE “**APPLICANT**”) AND ALABAMA POWER COMPANY (“**ALABAMA POWER**”) REGARDING THE ELECTRIC TRANSPORTATION MAKE READY PROGRAM (THE “**PROGRAM**”).

1. The Program and Eligibility. With the consent and approval of the Alabama Public Service Commission, Alabama Power has 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 installing infrastructure needed to support on-road and off-road electric transportation equipment. Businesses and other institutions interested in participating in the Program must complete an application and be accepted by Alabama Power. Each Applicant must agree to these Terms and Conditions as a prerequisite to inclusion in the Program. Alabama Power reserves the right to refuse service to any Applicant that does not meet its Program requirements. Alabama Power reserves the right to change the Program requirements at any time without additional notice. Alabama Power may initiate changes to the Program as necessary to comply with Alabama Public Service Commission directives or other comments. Alabama Power will endeavor to provide the Applicant with advance notice of any such changes.

2. Applicant's Representations and Warranties. The Applicant represents and warrants that it is a non-residential Alabama Power customer, current on payments and in good standing. The Applicant further represents and warrants that it has the right to enter into these Terms and Conditions, to grant the permissions contemplated herein, and to permit Alabama Power to administer the Program, including, if applicable, obtaining express written authority from all Premises owners, and any other person or entity having rights in the Premises (as defined in Section 3 below).

3. Infrastructure Requirements. Alabama 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. The Applicant is responsible for installing and maintaining the primary conduit, secondary conduit and cable, and the transformer pad. Alabama Power will provide the CT cabinet and meter enclosure; the applicant is responsible for the installation of these items. The Applicant will identify and contract with a licensed electrician to perform any ET infrastructure upgrades required.

The Applicant must install, fund, own, operate, maintain, and network (via internet or cellular connection) new, qualified Electrical Vehicle Supply Equipment (“**EVSE**”) with a corresponding qualified Network Provider after application approval and 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 a separate purchase order agreement with the Network Provider to enable the operation of an EVSE fueling service. During these five (5) years, the Applicant will provide Alabama Power with access to, and allow Alabama Power to inspect, the EVSE. When practical, Alabama 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 Alabama 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. 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 electric contractor performing the work shall be at the sole discretion and the sole responsibility of the Applicant. The Applicant and/or its licensed electrician 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.

Exceptions may be made to the network requirement if such technology is not available for certain applications, such as in off-road applications where the electric technologies utilize direct connections for charging.

4. Electric Transportation Data and Information. The Applicant acknowledges and agrees that Alabama Power's collection of data associated with the Program is critical to the evaluation of the Program. The Applicant hereby grants Alabama Power aggregated and anonymized access and use of all data collected by the ET and EVSE infrastructure. The Applicant agrees to allow Alabama 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. If networked chargers are not available for certain technologies, no data will be required to be shared with Alabama Power.

5. ET Infrastructure Requirements and Limitations. The Applicant agrees to establish any necessary electric service orders with Alabama Power for the scheduling and installation of distribution system upgrades for the Alabama Power service connection point to the ET infrastructure. If installing Level 2 EVSE, the Applicant agrees to install a minimum of six (6) Level 2 ports per Premises. Level 2 rebates are capped at a maximum of 20 rebates per Premise and 60 rebates per Applicant per calendar year. If installing a Direct Current Fast Charger ("DCFC") EVSE, the Applicant agrees to install a minimum of two (2) DCFCs per Premises. DCFC rebates are capped at a maximum of four (4) rebates per Premise and 12 rebates per Applicant per calendar year.

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 Alabama Power rate plan. When applicable, the Applicant will then charge a transparent price to EV drivers for EV charging services, taking on-site needs and fuel cost savings into consideration of its pricing strategy. The Applicant agrees to participate in Alabama Power surveys related to its experience with the rebate, charging stations, EV drivers, etc. The Applicant will notify Alabama Power of any vandalism or user-caused damage to the EVSE.

7. Rebate Requirements. The Applicant will provide Alabama Power with documentation and validation of compliance, and Alabama Power will then provide a rebate to the Applicant at an amount of \$2,000 per Level 2 port and up to \$20,000 per DCFC (depending on power output of the charger). The rebate amount and availability is subject to change at any time. Alabama 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. Alabama Power makes no representations or warranties regarding whether the Applicant will or will not qualify to receive the rebate.

8. Removal of Equipment. If the Applicant decides to remove the EVSE after the five (5) year term, the Applicant understands and agrees to properly remove and dispose of or recycle or de-energize the EVSE in accordance with all applicable laws and regulations at the Applicant's sole expense.

9. Branding. The Applicant will not use Alabama Power's name or branding otherwise without express written authorization from Alabama 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 or (ii) breaches any other material term, warranty, covenant, or representation of these Terms and Conditions. Alabama Power's waiver of a past or concurrent default will not waive any other default. If a default occurs, Alabama Power may: (a) immediately terminate the Applicant's inclusion in the Program; or (b) seek any available remedy provided by law.

11. Indemnification and Release. The Applicant agrees to indemnify, release, hold harmless and defend Alabama 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. DISCLAIMER OF WARRANTIES. ALABAMA 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.

13. 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 Alabama Power and the Applicant liable as partners, co-venturers, or principals.

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 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 14.

15. Assignment. The Applicant may not assign these Terms and Conditions without the prior written consent of Alabama Power. Any assignment by the Applicant in violation of this provision will be null and void. Alabama Power may assign these Terms and Conditions to one or more of its affiliates or to any successor to the business or assets of Alabama 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 Alabama Power's affiliates, successors, and assigns will have full rights to enforce the restrictive covenants set forth in these Terms and Conditions.

16. Compliance with Laws. Each of Alabama Power and the Applicant must comply with all applicable laws and regulations in its performance of these Terms and Conditions.

17. 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 Alabama. In the event of any dispute or claim related to these Terms and Conditions, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in Birmingham, Alabama.