

Terms and Conditions

1. **Provision of Customer Consumption Data.** Georgia Power will provide consumption data for each of the accounts listed on this form, for the latest 24 billed months ("Customer Consumption Data"). The Requestor (building owner, manager, or authorized representative) is responsible for the identification of all electric accounts serving the building. Consumption data will be provided as an aggregate by Georgia Power without information that would identify individual Georgia Power Customers.
2. **Customer Authorization.** Under certain circumstances, disclosure by Georgia Power of Customer's Consumption Data is subject to the prior authorization and consent of such customer. For buildings that have less than five tenants or have one tenant that uses over 50 percent of the energy load of the building, the Requestor must get permission from all tenants to receive Customer Consumption Data. Under this circumstance, the Requestor agrees, and hereby represents and warrants to Georgia Power, that the Requestor shall seek and obtain the written authorization and consent of all customers who are the subject of a Customer Consumption Data request prior to making such request. The Requestor shall provide Georgia Power with a copy of the customer's authorization during the submission process. The Requestor is required to retain customer's written authorization for a period of twelve months following the upload of Customer Consumption Data.
3. **Confidentiality.** This energy consumption information is to be used solely for use with the EPA Portfolio Manager Benchmarking website. Any other use is prohibited. The Requestor understands and acknowledges that the Customer Consumption Data is confidential and proprietary information when the Customer's building has either less than five tenants or one tenant who consumes over 50 percent of the buildings load. The Company agrees to hold the Customer Consumption Data in confidence and not to disclose or reveal it to any person or entity, other than employees or representatives of the Requestor who have a need to know, provided that the Requestor ensures that such employees and representatives abide by the confidentiality provisions of this Agreement. The Requestor agrees to use the highest standard of care and discretion to avoid disclosure, publication, or dissemination of the Customer Consumption Data. The Company shall be responsible for any further disclosure of the Customer Consumption Data by itself or by its employees or third parties who receive access to the Customer Consumption Data directly or indirectly from the Company.

4. No Representation or Warranty. Georgia Power does not guarantee, or make any representation with respect to, the accuracy of the Customer Consumption Data. GEORGIA POWER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CUSTOMER CONSUMPTION DATA, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. Indemnification. The Requestor shall protect, defend, indemnify, and hold harmless Georgia Power, its directors, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, damages, expenses, suits, and actions, including without limitation attorneys' fees (collectively, the "Losses") that may be asserted against or incurred by Georgia Power arising out of or in connection with the Requestor's performance or nonperformance of its obligations hereunder, including without limitation any Losses arising out of or in connection with (i) the Requestor's use of the Customer Consumption Data; (ii) the Company's failure to secure any customer authorizations prior to Georgia Power's disclosure of the Customer Consumption Data; (iii) any misrepresentation by the Company with respect to its receipt of a customer authorization; or (iv) the Company's failure to comply with the confidentiality obligations of Section 3 hereof. Limitation of Liability. Georgia Power undertakes to perform for the Requestor only such duties as are specifically set forth herein and no implied covenants or obligations shall be read into this Agreement against Georgia Power. No provisions hereof shall require Georgia Power to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties for the Requestor hereunder or to take any action that is prohibited by applicable law or to fail to take any action required by applicable law. In no event shall either party be liable to the other party, whether in contract, tort (including negligence), strict liability, or otherwise for any indirect, incidental, consequential, special, or punitive damages or loss arising out of or resulting from the performance or nonperformance of their respective obligations under this Agreement.

By checking this box, I acknowledge that I am the Building Owner, Manager, or Authorized Representative of the Building Owner or Manager I have read and hereby accept the above terms for the release of energy consumption data.