TERMS AND CONDITIONS

1. **Access.** Owner shall ensure that the personnel of GPC and GPC's employees, agents, contractors and representatives, along with all vehicles, machinery, tools and equipment belonging thereto, shall have free access to the Premises to complete the Services. GPC shall not be responsible for any loss, damage, fine, penalty, cost, expense, delay, interruption, breach, non-performance or other failure with respect to any of the Services arising out of or in connection with any failure by Owner to provide access to the Premises in connection with the performance of the Services.

2. **Estimates.** Owner acknowledges that the estimated start date and the estimated completion date for any one-time only Services, as well as the estimated cost for such Services, are good faith estimates only and that GPC makes no warranty or guarantee that such Services will be performed on the exact date(s) stated or in the exact time period estimated. If, during performance of the Services, GPC determines that the cost of the Services will vary from the estimate by more than 10 %, GPC will notify Owner of such variation before continuing performance of the Services.

3. **Payment.** The total invoice amount shall be due and payable by Owner to GPC within twenty (20) days after Owner's receipt of an invoice from GPC with respect to any Services. Payments after 20 days will be subject to a 10% penalty.

4. **Termination.** Subject to Section 12, this Agreement shall expire upon the completion of the Services to be performed hereunder. Notwithstanding anything to the contrary set forth in this Agreement, either party hereto may, by written notice to the other, effective immediately, terminate this Agreement if the other party materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the non-breaching party (or, if the breach is such that its cure is possible but will take longer than thirty (30) days, fails to commence to cure such breach and proceed diligently therewith until cured).

5. **Performance of Services.** GPC will perform the Services in a professional and workmanlike manner with a reasonable degree of care, skill and diligence. If the performance of any of the Services fails to comply with the standard set forth in the preceding sentence, and Owner gives written notice of such failure to GPC not later than one (1) week after such Services were performed, then GPC will re-perform such Services at no additional cost.

6. **Limitation of Liability.** The re-performance of Services pursuant to Section 5 hereof shall be Owner's sole remedy against GPC with respect to any faulty or improper performance of the Services. In no event shall GPC be liable to Owner for any liabilities, losses, claims, damages or expenses incurred by Owner arising, directly or indirectly, from or in connection with this Agreement or the provision of any Services hereunder, including without limitation damages resulting from claims of third parties or damage to property or equipment, except to the extent such liability, loss, claim, damage or expense is caused solely by the willful misconduct or gross negligence of GPC in the performance of any Services. Notwithstanding anything else set forth herein to the contrary, in no event shall GPC be liable to Owner (i) for any special, incidental, consequential or punitive damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not GPC has been advised of the possibility of such damages, or (ii) for any liabilities, losses, claims, damages or expenses in excess of the amount paid or payable to GPC under this Agreement. The Services are completely separate from, and shall have no effect whatsoever on, any other contract, agreement or arrangement, including but not limited to (i) any Georgia Public Service Commission ("GPSC") tariff or any GPSC rules or regulations governing the provision of electric service by GPC, or (ii) any agreement for the provision of electric power between GPC and Owner. In no event will GPC be responsible, liable or accountable (x) for any increase in Owner's electric power rates or costs arising, directly or indirectly, from or in connection with the provision of any Services or (y) for any interruption or discontinuance of electric power services.

7. **Indemnity.** Owner assumes liability for and agrees to indemnify, defend, and hold harmless GPC, its parent, affiliates and its employees, agents, contractors and representatives from any and all claims, damages and expenses (whether based upon tort, breach of contract, or otherwise and including, without limitation, reasonable attorneys' fees) suffered by, or asserted against, GPC, its parent, affiliates and its employees, agents, contractors and representatives (whether or not also indemnified against by any other person) in any way related to or arising out of this Agreement or the Services hereunder. If any liability asserted against Owner results from the sole negligence of GPC or its parent, affiliates, employees, agents, contractors or representatives, then Owner shall not be liable under the provisions of this Section.

8. **Authority.** The person signing this agreement on behalf of Owner represents and warrants to GPC that he or she (i) has the power and authority to enter into this Agreement and (ii) has all rights and authority necessary to assure access to the Premises.

9. **Compliance with Laws.** Owner represents and warrants to GPC that Owner has obtained all applicable permits, licenses or approvals for the performance of the Services such that the performance of the Services by GPC or any of GPC's employees, agents, contractors or representatives will not violate any applicable law, rule, regulation, covenant or restriction.

10. **Complete Agreement.** This Agreement is intended as the complete and exclusive statement of the agreement concerning the subject matter hereof between the parties hereto and supersedes all prior agreements and understandings. This Agreement shall not be amended or modified, and no waiver of any provision in this Agreement shall be effective, unless set forth in a written document executed by authorized representatives of GPC and Owner.

11. **Force Majeure.** In no event shall GPC be deemed to be in default of any provision of this Agreement or liable for delays or interruptions in the performance of Services arising out of or in connection with acts or events beyond the reasonable control of GPC, including, without limitation, acts of God, civil disturbance, war, strikes, fires, inclement weather, utility service failures, acts of third parties, and other events of similar nature.

12. **Survival.** Sections 6, 7 and 12 hereof, along with any payment obligations of Owner to GPC with respect to the Services, or any portion thereof completed prior to the termination of this Agreement, shall survive any expiration or termination of this Agreement.

13. **Assignment.** Owner shall not, without the prior written consent of GPC, assign any of its rights or obligations under this Agreement.