
INCOME-QUALIFIED COMMUNITY SOLAR PILOT PROGRAM
CORPORATE SPONSORSHIP AGREEMENT

This Income-Qualified Community Solar Pilot Program Corporate Sponsorship Agreement (this “**Agreement**”) is entered on the __ day of _____, 2023 by and between Georgia Power Company (“**Company**”) and _____ (“**Sponsor**”) (each, a “**Party**”, and collectively, the “**Parties**”). This Agreement will be effective as of the date on which all Parties have executed this Agreement.

RECITALS

WHEREAS, Company is an investor-owned electric utility that serves approximately 2.7 million customers throughout Georgia;

WHEREAS, Company has launched the Community Solar Program, which is designed to create access to solar energy and allow residential customers to support its further growth while receiving energy credits on their electricity bills;

WHEREAS, Company, as part of its Community Solar Program, has established the Income-Qualified Community Solar (“**IQCS**”) Pilot Program, whereby corporate sponsors subsidize the Community Solar Program monthly subscription fee for income-qualifying customers of Company to increase affordability and access to renewable energy;

WHEREAS, Sponsor desires to become a corporate sponsor under the IQCS Pilot Program and to provide financial support to, and increase public awareness of, Company’s objectives on the basis set forth in this Agreement (the “**Sponsorship**”); and

WHEREAS, the Parties desire to set out a framework of understandings regarding the relationship, including fund transfers, energy credits, disclosures, legal compliance, use of trademarks, and termination.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

SECTION 1
SPONSORSHIP TERMS

1.1 **Sponsorship Plan**. As part of the Sponsorship, Sponsor will receive the benefits set forth on Exhibit A (the “**Sponsorship Plan**”), attached hereto and incorporated herein.

1.2 **Sponsorship Payment**. To support Company’s ICQS Pilot Program, Sponsor will make a sponsorship payment to Company in the amount and on the schedule set out in the Sponsorship Plan.

1.3 **Publicity by Sponsor**. Sponsor may identify itself as a corporate sponsor of the ICQS Pilot Program during the term as provided in the Sponsorship Plan. Except as required by law, Sponsor will not issue any press release or other public statement (including on its website) relating to its Sponsorship without obtaining Company’s prior written consent.

1.4 **Sponsor Recognition**. Sponsor will be a corporate sponsor of Company during the term specified in the Sponsorship Plan. Company will acknowledge Sponsor in accordance with its customary donor recognition practices and identify Sponsor as a corporate sponsor as provided in the Sponsorship Plan.

1.5 No Endorsement by Company. Under no circumstances will Company be expected to endorse or promote Sponsor or its products or services, nor will any such endorsement or promotion be implied or construed based on Company's acceptance of Sponsor's payment or acknowledgment or identification of Sponsor. Sponsor will not state or imply, orally or in writing, that Company, or its respective officers, directors, or employees, endorse Sponsor or its products.

1.6 Non-Exclusive Sponsorship. Unless otherwise provided in the Sponsorship Plan, Sponsor's corporate sponsorship is non-exclusive. Sponsor understands that Company may enter into corporate sponsorship or other similar arrangements with other companies.

SECTION 2 **INTELLECTUAL PROPERTY**

2.1 Company Marks. Company grants to Sponsor a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the IQCS Pilot Program marks set out in **Exhibit B** (the "**Company Marks**") for the limited purposes set out in Section 1.3.

2.2 Sponsor Marks. Sponsor grants to Company a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks set out in **Exhibit B** ("Sponsor Marks") for the limited purposes set out in Section 1.4.

2.3 Ownership. Each of Company and Sponsor acknowledges that (a) it has no interest in the other Party's marks other than the license granted under this Agreement; (b) the other Party will remain the sole and exclusive owner of all right, title, and interest in its marks; and (c) any and all goodwill in the other Party's marks will inure solely to the benefit of the other Party. Company and Sponsor will comply with any reasonable trademark guidelines that the other may provide. For the avoidance of doubt, nothing in this Agreement is intended to give Sponsor any ownership or other rights in any Company property or Company-related property created in connection with the Sponsorship; including, without limitation, intangible property such as trademarks or customer mailing lists.

2.4 Non-Permitted Associations. Sponsor may not use Company Marks in any manner that suggests or implies endorsement of political views or religious beliefs; including, without limitation, in connection with any campaign activity for or against a political candidate or in connection with any lobbying activity.

SECTION 3 **RELATIONSHIP**

3.1 Notices. Company and Sponsor will each appoint one individual to act as principal contact person and to facilitate communication (each, a "**Contact Person**"). The initial Contact Persons are identified in the Sponsorship Plan. Company and Sponsor each may change its Contact Person at any time and will so notify the other.

3.2 Recordkeeping. Company and Sponsor will maintain records relating to the Sponsorship in a manner such that each Party can evaluate compliance with this Agreement and will make those records available for review by one another on reasonable notice during the term of this Agreement and for a period of three (3) years after termination or conclusion of the Sponsorship. Company and Sponsor will each reasonably cooperate with one another in providing information relating to its activities under this Agreement in connection with any financial or tax audit, or similar matter, in which the other is engaged.

3.3 Independent Contractors. Company and Sponsor are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between Company and Sponsor for any purpose. Neither Company nor Sponsor has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience.

3.4 Confidentiality. During the course of the Sponsorship, Company may disclose certain Confidential Information (as defined below) to Sponsor. Sponsor will not disclose Company’s Confidential Information to any third party and may only use Company’s Confidential Information in connection with Sponsor’s activities under this Agreement. Sponsor will protect Confidential Information from disclosure or misuse by using the same degree of care as for its own confidential information of like importance, but will use at least reasonable care. Sponsor will promptly notify Company upon learning of any unauthorized disclosure of Company’s Confidential Information, and will provide Company with reasonable assistance to remedy and contain such breach.

“**Confidential Information**” means all information, in any form, furnished to or obtained by Sponsor from Company including, without limitation, employee, donor, and Company data, budget and other financial data, program plans and strategies, technical data and research, and know-how. It does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Sponsor; (b) was known by Sponsor prior to its being furnished by Company; (c) is or becomes available to Sponsor on a non-confidential basis from a source other than Company; or (d) is independently developed by Sponsor. For the avoidance of doubt, Confidential Information includes any personal information of Company’s customers Sponsor may obtain in connection with this Agreement. Sponsor will not use any personal information of Company’s customers it obtains in connection with this Agreement to advertise, promote, sell, or market Sponsor or its products or services through any verbal or written or other transmitted medium.

SECTION 4 **INDEMNIFICATION**

Sponsor will indemnify, defend, and hold harmless Company and its directors, officers, employees, agents, and assigns (collectively, the “**Company Parties**”) against any and all claims, liabilities, losses, damages, and expenses any Company Party may suffer which arise directly or indirectly from: (a) Sponsor’s performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of Company’s use of Sponsor Marks in accordance with the terms of this Agreement. Sponsor will have no obligation to indemnify any Company Party to the extent the liability is solely caused by such Company Party’s gross negligence or willful misconduct.

SECTION 5 **TERMINATION**

5.1 Termination on Notice. Either Sponsor or Company may terminate this Agreement by providing written notice to the other Party. Such termination will be effective thirty (30) days after receipt of the notice by the non-terminating Party.

5.2 Termination for Breach. If either Party breaches any of its obligations under this Agreement, the non-breaching Party may provide the breaching Party with written notice of the breach. If the breaching Party fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching Party

may terminate this Agreement upon written notice to the breaching Party, with the termination effective upon receipt of such notice by the breaching Party. The non-breaching Party may in its reasonable discretion determine whether the breach has been cured.

5.3 Termination for Conduct. Either Company or Sponsor may immediately terminate this Agreement upon written notice to the other Party if, based on information not known to the terminating Party at the time this Agreement is signed, it reasonably believes that the other Party has engaged or is engaging in conduct, or has been alleged to have engaged in conduct, including, without limitation, conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the reputation of the terminating Party. Such a termination will be effective upon the receipt of such notice by the other Party.

5.4 Termination for Regulatory Reasons. Company may immediately terminate this Agreement upon written notice to Sponsor if Company determines in its sole discretion that the IQCS Pilot Program or the Sponsorship is prohibited by applicable law, rule or regulation, or that compliance with applicable law, rule or regulation would be in Company's sole discretion, excessively burdensome to Company.

5.5 Consequences of Termination. Upon termination of this Agreement, Company and Sponsor will cooperate in transition activities to minimize adverse impacts of the termination. Company and Sponsor will promptly cease use of any Sponsor Marks and Company Marks, respectively. Sponsor will not be entitled to receive any refund of any payments made to Company prior to termination. If Sponsor terminates this Agreement under Section 5.1, Sponsor will be responsible for all remaining payments due as set out in the Sponsorship Plan. If Company terminates this Agreement under Section 5.1 or 5.4, or if Sponsor terminates this Agreement under Section 5.2 or 5.3, Sponsor will have no remaining payment obligations to Company. If Company terminates this Agreement under Section 5.2 or 5.3, Sponsor will be responsible for all remaining payments as set out in the Sponsorship Plan. The provisions of Sections 2.3, 3.2, 3.4, 4, 5.5, and 6 will remain effective after termination.

SECTION 6 GENERAL PROVISIONS

6.1 Entire Agreement. This Agreement, together with the Sponsorship Plan and the other exhibits, expresses the final, complete, and exclusive agreement between Sponsor and Company, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealings, or understandings between Sponsor and Company relating to its subject matter. If there are any inconsistencies between any exhibit and this Agreement, this Agreement will control.

6.2 Amendment. This Agreement may be amended only as stated in and by a writing signed by both Sponsor and Company which recites that it is an amendment to this Agreement.

6.3 Severability. If any provision in this Agreement is held to be invalid or unenforceable, the invalid or unenforceable provision will be ineffective to the extent of such invalidity or unenforceability, without invalidating or impairing the remainder of such provision or the remaining provisions of this Agreement.

6.4 Waiver. Any waiver under this Agreement must be in writing and signed by the Party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

6.5 Assignment. Sponsor may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of Company.

6.6 Third-Party Beneficiaries. Except as provided in Section 4, this Agreement is for the exclusive benefit of Sponsor and Company and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, or vendor.

6.7 Notices. Notices and consents under this Agreement must be in writing and delivered by mail, courier, or email to the contact persons set out in the Sponsorship Plan. These addresses may be changed by written notice to the other Party.

6.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflict of law provisions.

6.9 Injunctive Relief. Both Parties acknowledge and agree that: (a) any breach by one Party of its obligations under Section 2 will result in irreparable harm to the other Party which cannot be reasonably or adequately compensated in damages; (b) the injured Party will be entitled to injunctive or other equitable relief in respect of such breach or imminent breach; and (c) the injured Party will have all other rights and remedies to which it is entitled, at law or in equity, with respect to breach of Section 2, and otherwise with respect to the enforcement of all rights relating to the establishment, maintenance, or protection of their intellectual property.

6.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by PDF of executed counterparts constitutes effective delivery.

[Signature Page Follows]

IN WITNESS WHEREOF, Company and Sponsor have executed this Agreement as of the date first written above.

[SPONSOR]

GEORGIA POWER COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SAMPLE

Exhibit A
Sponsorship Plan

1. Sponsor and Company Contact Persons

[Sponsor Name]
[Address]
[Contact Person]
[Contact Person contact information]

Georgia Power Company
241 Ralph McGill Blvd. NE, Atlanta, GA 30308
[Contact Person]
[Contact Person contact information]

2. Sponsorship Description

The Community Solar Program allows Company customers to purchase a monthly subscription to a kilowatt-hour (“**KWh**”) block (a “**Block**”) of the energy produced from a portfolio of Company-owned solar facilities.

The IQCS Pilot Program will allow Sponsor to subsidize the Community Solar Program monthly subscription cost for Company customers whose incomes are at or below 200% of the Federal Poverty Guideline (“**Income-Qualified Customers**”).

Sponsor will be responsible for subsidizing 75% of participating Income-Qualified Customers’ monthly subscription cost, plus shared administrative fees; the remaining 25% of the monthly subscription cost will be paid by the Income-Qualified Customers.

Sponsor is able to acquire IQCS Pilot Program Blocks to subsidize in increments of 500 Blocks.

3. Term

The Sponsorship will last for a Term ending December 31 2025, commencing on [**Term Start Date**], unless terminated earlier pursuant to this Agreement.

4. Sponsorship Benefits

- Company will retire Renewable Energy Credits (“**RECs**”) on behalf of Sponsor for energy produced by its subsidized Blocks, at a rate of 1 REC retired for every megawatt-hour (“**MWh**”) of energy produced.
- Company will recognize Sponsor as a corporate sponsor of the IQCS Pilot Program in accordance with its customary donor recognition practices.
- Sponsor may identify itself as a corporate sponsor of Company and the IQCS Pilot Program during the Term of the Sponsorship.

5. Sponsorship Fees

IQCS Pilot Program Block subsidies for Blocks during the Term of the Sponsorship cost \$ 59,600 per 100 Block subsidy. Any Sponsor Block acquired by Sponsor subsidization that remain unsubscribed by Income-Qualified Customers will be refunded at the end of each calendar year throughout the Term of the Sponsorship.

Sponsor may choose one of two options for the payment of fees in connection with its Sponsorship:

- **Pay in Full:** A one-time payment of \$ 59,600 per 100 Block increment, due at the time of execution of this Agreement.
- **Monthly Payments:** For every 100 Block increment, an initial \$ 2,128.57 deposit, due at the time of execution of this Agreement, plus payment of the remaining \$ 57,472 amortized over the Term of the Sponsorship.

SAMPLE

Exhibit B
Company Marks

[insert marks]

SAMPLE