

Website Terms of Use

This website is managed and operated by NB Ventures, Inc. d/b/a GEP (“GEP”) on behalf of the subsidiaries of Southern Company (individually and/or collectively referred to herein as “Southern”). The use of the GEP Application through this website by you or any third party (“Supplier”) will be subject to these terms and conditions set forth herein (“Terms of Use”) in addition to the [GEP Terms of Use](#) (“GEP Terms”).

Accessing or using any portion of this website signifies Supplier's acceptance of and agreement to be bound by the provisions of these Terms of Use along with the GEP Terms. These Terms of Use will supplement and will be in addition to any and all other agreements between Southern and Supplier. In the event of a conflict between these Terms of Use and any existing and valid agreement with Southern, the other agreement will control. In the event of a conflict between these Terms of Use and the GEP Terms, these Terms of Use will control.

In consideration of the right to access and conduct activities on this website, Supplier agrees to the following terms and conditions:

1. Southern will not be obligated to accept any proposal submitted by Supplier, to award Supplier any business, to enter into a contract with Supplier, or to compensate Supplier in any way merely by virtue of Supplier's activities on this website. Moreover, acceptance of any proposal submitted by Supplier does not commit Southern to award a contract, even if all requirements stated in a sourcing event are met.

Supplier will, at all times, conduct its activities on this website in a good faith, ethical manner and in compliance with any and all applicable laws. Supplier will indemnify and hold harmless all Southern entities (as well as their employees and representatives) from and against all loss, damage, expenses, costs (including attorneys' fees and court costs), or liability resulting from demands, claims, suits, costs, proceedings, or actions of any kind or character presented or brought against any Southern entity or any of its employees or representatives, arising from or related to (i) any access to, use of, or activities on this website by Supplier, its employees, or its representatives, (ii) any violation of any applicable laws by Supplier, its employees, or its representatives as it relates to this website and the sourcing event, or (iii) any violation or breach of these Terms of Use. Supplier is solely responsible and will be liable for acts or omissions of all of its employees and representatives in connection with their access to, use of, and activities on this website.

Following selection of one or more Suppliers to provide products and services in connection with a sourcing event, a contract will be negotiated. Southern reserves the right to withdraw any sourcing event or condition the award of a contract on additional or different terms proposed to be included in such contract. Southern will not incur any obligation to Supplier except as provided in a final executed contract, which Southern may enter into or determine not to enter into in Southern's sole and absolute discretion.

Southern reserves the right to award one, multiple, or no contracts pursuant to any sourcing event. Southern reserves the right to negotiate with persons or entities other than those submitting proposals for the furnishing of some or all of the requirements described in a sourcing event.

2. Confidentiality and Non-Disclosure Requirements; Information Privacy. The information contained on this website is confidential and proprietary to Southern and must not be disclosed by Supplier, regardless of any written or oral statement to the contrary. Supplier may use the information contained on this website only for purposes of registering as a Supplier, responding to a sourcing event and providing sourcing information, updating and managing Supplier's information (by way of example only, payment or financial information), and responding to Southern's requests for information.

Because the website is operated by GEP on behalf of Southern, GEP adheres to its own GEP Terms and [Privacy Statement](#). Notwithstanding anything to the contrary in the GEP Terms or the GEP Privacy Statement, Southern's agreement as a client of GEP requires GEP to store and process data for Southern solely within the United States. In the event Supplier believes there to be a conflict between the GEP Privacy Statement and the terms of an applicable agreement between Supplier and Southern, Supplier will notify Southern of the purportedly inconsistent obligations. Upon such notification, Southern will address the conflict with GEP and seek a resolution mutually agreeable to all parties. Supplier should not use the website or the GEP Application until such resolution is reached. In the event that Supplier uses the website before such a mutually agreeable resolution is reached, the terms of the GEP Privacy Statement will control until any such resolution is reached.

3. Right of Rejection. Southern reserves sole discretion to make all decisions regarding this website and any registration information, proposal, response, contract or other information submitted by Supplier.

4. Termination of Use. In the event that GEP determines that Supplier's access to the website should be revoked or terminated in accordance with Section 4 of the GEP Terms, Southern reserves the right to exercise any and all remedies it may have for or against Supplier under another applicable agreement between Southern and Supplier and under these Terms of Use. Such remedies may include but are not limited to Southern personnel inputting or updating Supplier's information in the GEP Application directly or, subject to appropriate and mutually agreeable terms and conditions, otherwise accessing the database on Supplier's behalf.

In the event Supplier uses or misuses the website or the GEP Application in a manner not permitted by these Terms of Use or the GEP Terms, resulting in a claim by GEP or a third party against Southern, then in addition to Southern's remedies identified above, Supplier will indemnify Southern for such claim in accordance with Section 8 of these Terms of Use.

5. Costs and Expenses. Expenses incurred by Supplier in connection with its use of this website are solely the responsibility of Supplier.

6. Use of Name. Supplier must not use the name of any Southern entity or employee in any sales

or marketing publication or otherwise without the prior written consent of Southern.

7. Disclaimers, Limitation of Liability. SUPPLIER'S USE OF THIS WEBSITE IS AT SUPPLIER'S OWN RISK. THE WEBSITE IS OPERATED ON BEHALF OF SOUTHERN BY GEP, WHICH DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES. LIKEWISE, SOUTHERN PROVIDES NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER'S SOLE REMEDY FOR ANY BREACH OF THESE TERMS OF USE BY SOUTHERN (OR GEP) WILL BE TO TERMINATE THESE TERMS OF USE AND CEASE ALL FURTHER USE OF THE WEBSITE AND GEP APPLICATION. IN NO EVENT WILL SOUTHERN, ITS DIRECTORS, ITS EMPLOYEES, OR ITS REPRESENTATIVES BE LIABLE TO SUPPLIER FOR ANY LOSSES, COSTS, LIABILITIES, OR DAMAGES.

8. Indemnification. In addition to any other indemnification obligations contained in an applicable agreement between Supplier and Southern, Supplier will indemnify and hold harmless Southern for any claims, losses, liabilities, or damages of any kind, including reasonable attorneys' fees, arising from or relating to out of: (a) Your use or misuse of the website or GEP Application, including any alleged or actual violation of any law directly or indirectly arising from such use; (b) any breach or alleged breach by You of the terms of this Agreement; and (c) the misuse or misappropriation of Information supplied to You. Supplier's indemnification obligations further include any claim by GEP against Southern for Supplier's use or misuse of this website or the GEP Application.

9. Authority. By accessing and using any portion of this website, Supplier represents and warrants that the individual(s) using the website has the requisite authority to submit proposals and to agree to such proposal terms for Supplier, and to engage in any other sales activities.

10. Assignment. Supplier may not assign these Terms of Use without the prior written consent of Southern.

11. Security. Southern employs and maintains technology and security measures designed to protect Supplier information. When Supplier submits sensitive information via this site, that information is subject to a variety of protections both on-line and off-line, including password protected systems and firewalls. However, no data transmission over the Internet can be guaranteed as 100% secure. As a result, while Southern strives to protect Supplier information, Southern cannot ensure or warrant the security of any information Supplier transmits to Southern or receives from Southern.

12. Control of Password. To help secure Supplier information, GEP designed a password protected system. Southern will never ask for your password in an unsolicited phone call or in an unsolicited email. Except as specifically permitted by these terms or other instructions regarding the site, Supplier should not, lend, give, or otherwise disclose any passwords to any unauthorized person, or permit any unauthorized person to use its accounts or related passwords. If Supplier is issued an initial password for any of Southern sites, Supplier should immediately change that password to one of its choosing. This will add another layer of

protection to Supplier. Any loss of control of passwords may result in the loss of control over Supplier information. Supplier will be responsible for any actions taken on its behalf or any person using its password or user identification. If passwords have been compromised for any reason, then Supplier should immediately change such password.

13. Governing Law. These Terms of Use (separate from the GEP Terms) shall be governed and interpreted in accordance with the substantive law of the jurisdiction identified in your Agreement with Southern, and if no such jurisdiction is identified, then the laws of the State of Georgia will govern. The parties irrevocably submit themselves to the non-exclusive jurisdiction of the state and federal courts in the state identified in your Agreement, or Georgia if no such jurisdiction is otherwise identified, for the purpose of bringing any action that may be brought in connection with these Terms of Use. The parties agree that they shall not assert any claim that they are not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument.