

SOUTHERN COMPANY SERVICES, INC.
NON-DISCLOSURE AGREEMENT FOR
CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”)

You (on behalf of yourself and, as a duly authorized representative, on behalf of your organization/employer) (“you”) have requested data used in conjunction with transmission studies conducted by Southern Company Services, Inc. on behalf of Alabama Power Company, Georgia Power Company, Gulf Power Company, and Mississippi Power Company (“Southern Companies” or the “Provider”), including but not limited to System Impact Studies and/or Facilities Studies conducted pursuant to Southern Companies’ Open Access Transmission Tariff (“Tariff”) (“Transmission Studies”), which data contains critical energy infrastructure information (“CEII”), as defined by the regulations of the Federal Energy Regulatory Commission (“FERC”) in 18 C.F.R. § 388.113. The Provider intends to protect CEII from unauthorized disclosure. Accordingly, Provider has presented you this Non-Disclosure Agreement (“Agreement”) as its conditional offer setting forth the terms and conditions of your access to CEII. Your execution of this Agreement on behalf of yourself and your organization constitutes your acceptance of the offer, including and subject to its terms and conditions. The remaining terms and conditions of this Agreement are as follows:

1. Term. This Agreement shall expire on three (3) calendar years from December 31 of the year in which you execute this Agreement; *provided, however*, that notwithstanding the termination of this Agreement, the confidentiality obligations and covenants of this Agreement will survive indefinitely and shall not terminate, or else shall remain in effect as long as permitted by law. Provider may extend the term of this Agreement in its sole discretion.

2. Information covered by this Agreement. “Covered Information” means: (i) CEII made available through a restricted area within the Provider’s OASIS website or otherwise furnished to you by the Provider; (ii) new information created using such information and that contains CEII, such as any copies, summaries, diagrams, notes, calculations, recommendations, evaluations, opinions, reports and/or conclusions or other similar materials prepared from or based upon the Covered Information, including any such information that has been stored electronically (“Derivative Information”); and (iii) any information you know or reasonably should know to be CEII that is furnished and/or made available to you by the Provider in connection with this Agreement. Covered Information would include, but would not be limited to, load flow base case models and/or stability models.

3. Duty of Non-Disclosure. You agree not to disclose Covered Information to any person or entity in any way without the written consent of Provider, subject to the following special rules:

(a) Internal distribution of information. You agree not to disclose Covered Information within your organization except to those individuals who (i) have requested access to Covered Information from Provider and have been granted such access; (ii) need to know the information to do their jobs; (iii) have been advised of the duty of non-disclosure; and (iv) have executed this Agreement. Additional persons employed by your organization may execute this Agreement using the form set forth in Appendix A.

(b) Distribution to consultants. You may only disclose Covered Information to personnel hired by you for help and/or advice, such as business consultants, lawyers, and/or accountants, if those personnel (i) have individually requested access to Covered Information from Provider and have been granted such access; (ii) need to know the information to do their jobs; (iii) have been advised of the duty of non-disclosure; and (iv) have individually executed this Agreement. Such personnel must execute this Agreement in the form set forth in Appendix B.

(c) List of authorized individuals. As described above, you may exercise your right of access to Covered Information only through individuals who: (i) have requested access to Covered Information from Provider and have been granted such access; (ii) need to know the information to do their jobs; (iii) have been advised of the duty of non-disclosure; and (iv) have executed this Agreement by providing a signed copy of Appendix A or Appendix B to Provider. You agree to keep an updated list of such individuals and to ensure that only those individuals have access to Covered Information.

(d) Duty of cooperation. If you are legally required to disclose Covered Information (for example, due to a subpoena or court order), you agree to notify Provider immediately and to cooperate with Provider in taking steps to restrict or narrow the information you must disclose.

(e) Obligation to minimize disclosures. Even if you are authorized to disclose Covered Information (for example, if you have Provider's written consent or are legally required to do so), you agree to disclose only the minimum amount of information required to be disclosed.

4. Use of Covered Information. You agree that you will only use Covered Information solely for the purpose of evaluating, analyzing or otherwise using Covered Information to evaluate the transmission system. You may not use Covered Information for any other purpose.

5. Destruction of Covered Information. You agree to destroy Covered Information (including Derivative Information) upon termination or expiration of this Agreement, or when you have completed your use of it in accordance with Paragraph 4, whichever comes first.

6. Provider's Right of Revocation. Provider may revoke your access to Covered Information at any time, with or without notice.

7. Legal terms.

(a) The Provider does not convey any property rights, including patents and patent applications, when they give you Covered Information.

(b) All Covered Information is provided "as is" and with all faults. The Provider shall not be liable for the accuracy or completeness of Covered Information.

(c) The Provider is not responsible for your use of Covered Information. You

agree to hold Provider harmless and indemnify them for any and all damages and liabilities arising from any action you may take with respect to Covered Information.

(d) You acknowledge that Provider is not responsible or liable for any other entity's designation of information as CEII, including any improper designation.

(e) If you or your representative breach or threaten to breach this Agreement, Provider is entitled to any available legal and/or equitable relief, such as an injunction or any other available remedy.

(f) Your duty of non-disclosure continues even after this Agreement expires.

(g) The Provider may exercise its rights under this Agreement at any time, even if they delayed doing so or failed to do so in the past.

(h) This Agreement is to be governed by the laws of the State of Georgia, regardless of the choice of law principles of that State or any other.

(i) This is the entire agreement between you and Provider concerning the duty of non-disclosure of Covered Information. No modification or waiver of any part of this Agreement is legally enforceable unless you and The Provider have agreed in writing.

(j) Capitalized terms herein shall have the meaning provided in other provisions of the Tariff unless specifically defined herein.

(k) If any part of the Agreement is found to be invalid or unenforceable, the rest of the Agreement will still remain effective.

(m) You represent and warrant that you are authorized to enter into this Agreement; you have the power and authority to enter into this Agreement; and this Agreement does not violate any other agreement between you and a third party.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names and by their respective proper officers duly authorized as of the date written below.

ORGANIZATION: _____
By (signature): _____
Name: _____
its (title): _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

SOUTHERN COMPANY SERVICES, INC.
on behalf of:
Alabama Power Company
Georgia Power Company
Gulf Power Company and
Mississippi Power Company

by: _____

APPENDIX A

I am employed by _____ (Organization), an organization that has executed this Agreement. I have read the entire Agreement. I understand that I may not disclose Covered Information to anyone, in any way, except as authorized by the Agreement. I agree to be bound by this duty and all other duties and obligations imposed by this Agreement.

AGREED AND EXECUTED by (attach additional sheets as necessary):

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

APPENDIX B

I am employed by _____ (Consultant), which has been retained by _____ (Organization). The Organization has executed this Agreement and has hired the Consultant for help and/or advice for purposes of Paragraph 3(b) of the Agreement. I have read the entire Agreement. I understand that I may not disclose Covered Information to anyone, in any way, except as authorized by this Agreement. I agree to be bound by this duty and all other duties and obligations imposed by this Agreement.

AGREED AND EXECUTED by (attach additional sheets as necessary):

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
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Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____