

SOUTHERN COMPANY ENERGY AUCTION

Participant Agreement

This Participant Agreement (“Agreement”) sets forth the terms upon which Southern Company Services, Inc., as agent for Alabama Power Company, Georgia Power Company, Gulf Power Company, Mississippi Power Company, and Southern Power Company (collectively “Southern”) has agreed to provide the party identified below (“Participant”) with access to the Southern Company Energy Auction (the “Auction”) for the (i) review of offers posted on the Auction; (ii) submission of bids in response; (iii) execution of power sale transactions (“Transactions”) made by Southern to Participant; and (iv) receipt of notifications of such executed power sales which shall serve as the basis for related confirmations. In consideration of the mutual representations and agreements contained herein and other good and valuable consideration, the parties hereby covenant and agree as follows:

1. ACCESS TO THE AUCTION. Southern hereby grants Participant a non-exclusive, non-transferable, revocable license to (i) access the Auction as it may exist from time to time and (ii) utilize any systems and/or communication links furnished by Southern to Participant from time to time (collectively, the “Auction System”) in accordance with the Terms (as defined below) solely for the purpose of allowing Participant to review and electronically post bids and to purchase wholesale power products from Southern as set forth herein.

2. TERMS OF ACCESS.

a. This Agreement, taken together with (i) Southern’s Market-Based Tariff (Southern Company Services, Inc., FERC Electric Tariff, Second Revised Volume Number No. 4); (ii) the Service Agreement specified in Annex A (“Service Agreement”); (iii) the OATI webMarket User Company Nondisclosure Agreement executed between Participant and OATI (“OATI NDA”)(attached hereto as Annex B); and (iv) any related confirmations are collectively referred to herein as the “Terms” and will govern Participant’s access to and use of the Auction System and any and all Transactions thereunder. To the extent there is a conflict in Terms, the following will govern in this priority order: (i) Southern’s Market-Based Tariff; (ii) this Agreement; (iii) the OATI NDA; (iv) the Service Agreement; and (v) any related confirmations.

b. Southern may amend the terms of this Agreement at any time and each such amendment will be prospectively binding on Participant, provided that Southern posts each such amendment on the Auction at least seven (7) calendar days in advance of its effective date. Participant’s use of the Auction after the effective date of each such amendment shall constitute ratification and acceptance of such amendment. Southern, at its own discretion, may require Participant to specifically acknowledge in writing certain amendments. Southern’s Market-Based Tariff, the Service Agreement, the OATI NDA, and confirmations are exempt from this amendment process and must be amended according to the terms stipulated therein.

c. The Auction System can be modified by Southern or its agents at any time without prior notice to Participant.

3. PARTICIPANT'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

On the Execution Date, the execution date of each Transaction and throughout the term of each Transaction, Participant hereby continually represents, warrants and covenants as follows:

- a. Participant is in good standing under the Service Agreement.
- b. Participant satisfies all credit requirements in Annex A.
- c. Unless and until Participant notifies Southern otherwise in accordance with Section 9, Participant is and will continue to be: (i) an "eligible commercial entity" as defined in Section 1a(11) of the Commodity Exchange Act, as amended by the Commodity Futures Modernization Act of 2000 (together with relevant Commodity Futures Trading Commission Notices or Regulations, the "CEA"); and (ii) an "eligible contract participant" as defined in Section 1a(12) of the CEA. (Note: Participant should direct any questions regarding these definitions to its legal advisors).
- d. Participant will enter into Transactions solely as principal, and will not use its access to the Auction to execute Transactions as agent for a party not set forth herein. Moreover, Participant's use of the Auction System will be limited to a human being using a workstation and a browser to connect to and interact with the Auction System for its designed and intended purposes. Programmatic access or retrieval of information or data is strictly prohibited, except as allowed through documented Auction System interfaces.
- e. Participant acknowledges that the Auction System and all information and content (including price and trading data) displayed and distributed thereon or in any way related to the Auction or any Transactions (such information or content and information derived therefrom being referred to collectively herein as "Auction Data") are, except as set forth in the final sentence of this Section 3(e), the exclusive proprietary property of Southern constituting trade secrets. Participant has been granted a limited license to use the Auction System and the Auction Data solely for the purposes set forth herein and Participant will have no other rights with respect to the Auction System or the Auction Data. Without limitation of the foregoing, Participant will access and utilize the Auction System and the Auction Data solely for its own internal business activities in accordance with the Terms. In accordance with the foregoing, Participant will not provide access to the Auction System to any third party unless such third party is Participant's Authorized Agent set forth in Annex A. In accordance with the foregoing, Participant will not provide access to any Auction Data (except for data submitted to the Auction by Participant) to any third party unless such third party is Participant's Authorized Agent or a Authorized Third Party set forth in Annex A. Participant agrees that (i) it will not copy, modify, reverse engineer, reverse assemble or reverse compile the Auction System or any of the Auction Data displayed on or issued by the Auction; and (ii) it will not distribute, rent, sell, retransmit, redistribute, release or license the Auction System, any Auction Data, or any part thereof to any third party, except as provided herein. Participant further agrees that it will not, without limitation (other than for its own internal use in accordance with this Agreement), communicate, redistribute, or otherwise furnish, or permit to be communicated, redistributed or otherwise furnished, all or any portion of the Auction Data, in any format, to any third party or in constructing or calculating the value of any

index or indexed products. Participant will ensure that its partners, officers, directors, employees, Authorized Agents and Authorized Third Parties maintain sole control and possession of, and sole access to, Auction Data obtained through Participant's access to the Auction System, and Participant will be fully responsible for any violations of this Agreement by such individuals and entities. Notwithstanding the foregoing, it is understood and agreed that any and all data submitted to the Auction by Participant (including but not limited to energy bids) and all information related to Transactions entered into by Participant through the Auction, shall be the non-exclusive property of Southern and Participant, and that each party shall have the right to use, sell, retransmit or redistribute such information, subject to the provisions of Section 8 hereof.

- f. Upon expiration or termination of this Agreement, Participant shall, not later than five (5) business days after the date of the expiration or termination, certify to Southern that Participant (including its Authorized Agents and Authorized Third Parties, if any) has returned or destroyed the Auction Data in its possession and any copies thereof, provided however, that this obligation to return or destroy shall not include data submitted to the Auction by Participant. Such destruction shall be by means that Participant regularly uses to destroy protected information of its own. The return or destruction of documents shall not relieve Participant or its employees or agents from compliance with the Terms of this Agreement.
- g. Participant will comply with the Terms and any and all laws, rules, regulations and orders applicable to Participant's access to and use of the Auction System and the Auction Data.
- h. Participant acknowledges and accepts that it shall be solely responsible for any and all costs or expenses associated with its accessing and utilizing the Auction System, including but not limited to, costs related to purchasing User IDs and Digital Certificates for accessing the Auction System. Notwithstanding the forgoing sentence, Southern will provide one (1) administrator User ID and up to three (3) additional User IDs to Participant free of charge; provided, however, that Southern may cease or alter such practice at Southern's sole discretion by amending this Section 3(h) in accordance with Section 2(b) herein. The costs for User IDs are set forth in Annex C. Payment and related terms for Digital Certificates shall be in accordance with the terms agreed to between Participant and OATI.
- i. Participant acknowledges that Southern may, in its sole discretion, with or without cause or prior notice to Participant, temporarily or permanently cease to operate the Auction System; temporarily or permanently cease to make certain products or Transactions or Auction Data available; or suspend, terminate or restrict Participant's access to and utilization of the Auction. Participant acknowledges that its access to and utilization of the Auction System may be monitored by the Auction Administrator and/or the Independent Auction Monitor (which are identified on the Auction System) for purposes of, but not limited to, (i) monitoring levels of activity in categories of Transactions; (ii) maintaining the functional and operational integrity of the Auction System; and (iii) complying with applicable laws and regulations.

- j. Participant has all necessary power and authority to execute and perform this Agreement, and this Agreement is Participant's legal, valid and binding agreement, enforceable against Participant in accordance with its Terms. Neither the execution of, nor performance under, this Agreement by Participant violates any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to Participant.
- k. Participant agrees to provide Southern with information related to Participant's use of the Auction System that is reasonably requested by the Auction Administrator or the Independent Auction Monitor, if such information is reasonably necessary in order to enable Southern to assess the identity of persons or entities accessing the Auction System through Participant's Passwords (as defined in Section 4), to maintain the integrity of the Auction System, or to comply with applicable laws or regulations, and such information will be accurate and complete in all material respects and subject to the confidentiality provisions of Section 8 of this Agreement.

4. USER IDs AND PASSWORDS. Southern, (i) after receiving an executed copy of this Agreement; (ii) after receiving a fully executed copy of the OATI NDA; and (iii) after completing its review of the information provided in response to Annex A of this Agreement, may, in its sole and absolute discretion, issue to Participant, through its employees or Participant's Authorized Agent(s), one or more User IDs and passwords (collectively, the "Passwords") in accordance with Section 3(h) for use exclusively by Participant's employees or Participant's Authorized Agent(s). In no event will Participant provide Passwords to any third party unless otherwise set forth herein. Participant will be solely responsible for controlling and monitoring the use of the Passwords, and will not provide the Passwords to any third party unless otherwise set forth herein. Participant will immediately notify Southern of any unauthorized disclosure or use of the Passwords or access to the Auction System or of the need to deactivate any Passwords. Participant acknowledges and agrees that it will be bound by any actions taken through the use of its Passwords (except through the fault or negligence of Southern), including the execution of Transactions and confirmations, whether or not such actions were authorized; provided, however, that this Section 4 shall not impose upon Southern an obligation to monitor Participant's usage of the Auction System for unauthorized activity. Participant's Authorized Agent(s), if any, shall be responsible for all communications between Southern and Participant and any notices or other communications sent to Participant's Authorized Agent(s) by Southern shall be binding on Participant.

5. TERM. This Agreement will commence as of the Execution Date set forth on the signature page below and will continue thereafter unless and until terminated by either party upon 30 days' prior written notice to the other, provided that this Agreement shall remain in effect with respect to any Transactions effected prior to such termination, provided further that Southern can terminate this Agreement immediately if Southern determines that Participant is in violation of Section 3 herein. Each party's continuing obligations under this Agreement and the Terms, including, without limitation, those relating to "Indemnification" and "Confidentiality," will survive the termination of this Agreement.

6. EXECUTION OF TRANSACTIONS.

- a. All bids submitted and Transactions executed through the Auction shall be in accordance with the processes and procedures set forth in the Terms. The energy products offered by Southern on the Auction (“Auction Products”) shall be those identified on the Auction consistent with Southern’s Market-Based Tariff.
- b. Participant agrees that Transactions executed through the Auction shall be deemed final regardless of error(s) or mistake(s) by Participant, Southern, or their respective agents, (including, but not limited to, errors in the posting of gas rates, heat rates, or other information on the Auction) and shall be deemed to be “in writing” and to have been “signed” for all purposes and that any record of any such Transaction will be deemed to be in “writing.” Participant will not contest the legally binding nature, validity or enforceability of any Transaction executed through the Auction based on the fact that it was entered and executed electronically, or based on an error or mistake as described herein, and expressly waives any and all rights it may have to assert any such claim.
- c. All charges, fees or adjustments incurred by Participant hereunder in any calendar month, which are not otherwise governed by the Service Agreement, shall be invoiced by Southern to Participant. Southern will provide Participant with an invoice that states the amount owed by Participant, which will be due and payable in accordance with Southern’s invoice instructions on or before the tenth (10th) day after receipt of the invoice or, if such day is not a business day, then on the next business day. Late payments will bear interest after the due date at a rate per annum of interest equal to the Prime Rate (as published in the Wall Street Journal) plus 1.5%, to the extent that such rate shall not exceed the maximum rate allowed by applicable law.

7. LIMITATION OF LIABILITY; INDEMNITY.

- a. PARTICIPANT ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT SOUTHERN MAKES NO WARRANTY WHATSOEVER TO PARTICIPANT AS TO THE AUCTION SYSTEM OR ANY OTHER SERVICES, EXPRESS OR IMPLIED, AND THAT THE AUCTION SYSTEM AND ANY OTHER SERVICES ARE PROVIDED ON AN “AS IS” BASIS AT PARTICIPANT’S SOLE RISK. SOUTHERN EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER SOUTHERN NOR ITS MANAGERS, OFFICERS, PARENT, AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES OR AGENTS MAKE ANY WARRANTY WITH RESPECT TO, AND NO SUCH PERSON OR ENTITY SHALL HAVE ANY LIABILITY TO PARTICIPANT (i) FOR THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE AUCTION SYSTEM OR ANY OTHER SERVICES, (ii) FOR DELAYS, OMISSIONS OR INTERRUPTIONS THEREIN, (iii) FOR THE ACCURACY OR COMPLETENESS OF THE DATA UTILIZED OR PROVIDED BY SOUTHERN OR (iv) FOR THE ACTS OR OMISSIONS OF PARTICIPANT’S AUTHORIZED AGENTS WITHIN THE AUCTION SYSTEM TO UTILIZE THE SERVICES ON BEHALF OF PARTICIPANT. PARTICIPANT

ACKNOWLEDGES AND AGREES THAT SOUTHERN IS NOT AN ADVISOR OR FIDUCIARY OF PARTICIPANT. PARTICIPANT WAIVES AND RELEASES ANY AND ALL CLAIMS THAT IT MAY HAVE WITH REGARD TO ANY ACTS OR OMISSIONS OF SOUTHERN WITH REGARD TO THE AUCTION SYSTEM AND/OR ANY AUCTION DATA.

- b. Subject to Section 7(c) of this Agreement, Participant shall indemnify, protect, and hold harmless Southern, its directors, officers, affiliates, employees and agents from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney's fees) resulting from or arising out of (i) any act or omission by any person obtaining access to the Auction System through Participant's Passwords (other than through the fault or negligence of Southern), whether or not Participant has authorized such access, and (ii) any act or omission of Participant's Authorized Agents in connection with the use of the Auction System.
- c. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. CONFIDENTIALITY.

- a. Any and all non-public information in any form obtained by either party or its employees arising out of or related to the provision or use of the Auction System, including but not limited to trade secrets, processes, computer software and other proprietary data, research, information or documentation related thereto and Auction Data, shall be deemed to be confidential and proprietary information. Each party agrees to hold such information in strict confidence and not to disclose such information to third parties (other than to its employees or other entities granted access herein) or to use such information for any purpose whatsoever other than as contemplated by the Terms and to advise each of its employees, or other entities granted access herein, who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential in accordance with this Section 8.
- b. The restrictions in Section 8(a) shall not apply to information that is: (i) in or becomes part of the public domain other than as a result of a disclosure in violation of this Agreement or as a result of wrongful conduct of any third party; or (ii) known to or obtained by such party previously without an obligation of confidentiality.
- c. In the event that Southern or Participant receives a subpoena, data request, order or other directive of a court or regulatory body of competent jurisdiction, requesting confidential information governed by the Terms of this Agreement ("Receiving Party"), the Receiving Party shall promptly notify the other party of such requirement or request to the extent it is legally permitted to do so. The Receiving Party shall make reasonable commercial efforts to cooperate with the other party to narrow the scope of the required or requested disclosures or to seek a protective order or other similar relief. If requested by Southern or Participant, as applicable, the Receiving Party shall formally request that the governmental entity treat the information provided as confidential, to the extent it is not

already treated as such, pursuant to the U.S. Freedom of Information Act and/or pursuant to an equivalent or comparable law or regulation, if applicable.

9. NOTICES. All notices delivered with respect to this Agreement shall be in writing and either (i) hand delivered or forwarded by a nationally recognized courier service, registered mail, or certified mail; or (ii) sent via electronic mail, in either case to the Primary Contact as set forth in Annex A for Participant and to the Auction Administrator as set forth on the Auction System for Southern.

10. NO THIRD PARTY BENEFICIARY. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement or imposing any obligations on Southern or Participant to persons not a party to this Agreement.

11. FORCE MAJEURE. Neither Southern nor Participant shall be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, strikes, fires, failure of the Auction System, other catastrophes, power failure or any other cause beyond its reasonable control.

12. WAIVER. No waiver by either party of any default by the other in the performance of any provisions of this Agreement shall operate as a waiver of any continuing or future default, whether of a like or different character.

13. ASSIGNMENT. This Agreement may not be assigned by either party without the other party's express prior written consent; provided, however, that either party may assign this Agreement to any entity (i) controlling, controlled by, or under common control with such party, or (ii) which succeeds to all or substantially all of the assets and business of such party, provided that, in the case of any such assignment by Participant, (a) Participant provides Southern with written notice in advance of the assignment and (b) the assignee agrees in writing to assume the assignor's obligations under, and to be bound by the provisions of, this Agreement (as it may be amended from time to time), with a copy of such written agreement sent to Southern. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns in accordance with its terms.

14. GOVERNING LAW. Unless otherwise specified in an annex, this Agreement and the rights and duties of the parties hereunder shall be governed and construed in all respects by the laws of the State of New York, without giving effect to principles of conflicts of law, except for Sections 5-1401 and 5-1402 of the New York General Obligations Law. The rights and remedies of the parties herein are cumulative and in addition to any and all rights and remedies that may be provided by law or equity.

15. DISPUTE RESOLUTION. Unless otherwise specified, any dispute, claim or controversy between the parties relating to this Agreement shall be resolved through binding arbitration conducted in accordance with the Arbitration Rules of the American Arbitration Association. Any such arbitration shall be conducted in Birmingham, Alabama or at such other location as may be agreed to by the parties and the arbitrators. For the avoidance of doubt, this arbitration clause only applies to Southern and Participant and the Transactions executed

hereunder on the Auction. Notwithstanding the foregoing, each party acknowledges that a breach of this Agreement may cause the other party irreparable injury and damage and therefore may be enjoined through injunctive proceedings in addition to any other rights and remedies which may be available to such other party at law or in equity, and each party hereby consents to the non-exclusive jurisdiction of any federal or state courts located in Birmingham, Alabama with respect to any such action. The parties expressly waive their right to trial by jury in any such action.

16. HEADINGS. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

17. SEVERABILITY. If any provision of this Agreement (or any portion thereof) shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement binding on the parties hereto.

19. PUBLICITY. Participant will not use Southern’s name, the name of any Southern Company entity, or OATI’s name in marketing or publicity materials without first receiving written permission from Southern.

20. COMPLETE AGREEMENT. This Agreement and the Terms, as defined above, constitute the entire agreement between the parties relating to the subject matter hereof and supersede any other agreements between the parties to the extent such agreements contain conflicting terms with the provisions herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and effective as of the Execution Date written below.

Southern Company Services, Inc. , as agent for Alabama Power Company, Georgia Power Company, Gulf Power Company, Mississippi Power Company, and Southern Power Company	Participant:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Execution Date: _____	<u>Note:</u> To gain access to and participate in the Auction, Participant must also provide the information requested in Annex A and must execute the nondisclosure agreement with Open Access Technology International, Inc.

ANNEX A

QUALIFICATIONS TO EXECUTE TRANSACTIONS ON THE AUCTION

In order to be eligible for executing Transactions on the Auction, Participant must (i) have an active Service Agreement under Southern's Market-Based Tariff and (ii) maintain at least an investment grade credit rating from S&P or Moody's or otherwise provide adequate credit support as required by Southern. Pursuant to Section 4, Participant must complete the following information.

Qualifications:

1. Service Agreement

- a. Participant has an active Service Agreement under Southern's Market-Based Tariff: YES
- b. Service Agreement: _____
- c. Participant is in good standing under the Service Agreement: YES
- d. Participant satisfies all credit requirements under the Service Agreement: YES

2. Credit Support

- a. Participant's credit rating is at least investment grade (BBB- from S&P or Baa3 from Moody's). YES NO
- b. Additional Credit Support: _____

3. Participant Contact Information

Primary Contact: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

4. Participant's Authorized Agent(s)

The following entity(ies) shall have rights to access the Auction System and Auction Data in accordance with the terms and conditions set forth in this Agreement.

Company Name(s): _____

5. Authorized Third Party(ies)

The following entity(ies) shall have rights to access the Auction Data in accordance with the terms and conditions set forth in this Agreement.

Company Name(s): _____



Open
Access
Technology
International, Inc.

INNOVATIVE SOLUTIONS FOR THE DEREGULATED ENERGY INDUSTRY

OATI webMARKET USER COMPANY NONDISCLOSURE AGREEMENT

IN CONSIDERATION FOR access to and use of OATI webMarket Service provided by Open Access Technology International, Inc. ("OATI"), _____ ("User Company") agrees as follows:

The User Company agrees not to publish or otherwise disclose any unpublished or proprietary confidential information or secret(s) relating to OATI webMarket Services, or its operations or other associated products or services. Further, User Company agrees not to copy or disclose the materials, apparatus, processes, formulae, plans, screen shots or methods used in development, manufacture, presentation or marketing of webMarket Services. Likewise, the User Company agrees not to make any drawings, writings or any other record in any form or nature which relates to any part(s) of the webMarket Service, except for copies kept in the ordinary course of business for internal archival purposes only. Additionally, the User Company will not publish or otherwise disclose secret, proprietary or confidential information of others to which it has access or about which it obtains knowledge in the course of its use of the webMarket Service. The term confidential information does not include information which (1) becomes generally available to the public other than as a result of a disclosure by User Company, or as a result of wrongful conduct of any third party, (2) was rightfully available to User Company on a non-confidential basis prior to its disclosure by OATI, (3) rightfully becomes available to User Company on a non-confidential basis and through proper means from a source other than OATI, provided that such source is not bound by a confidentiality agreement with OATI or otherwise prohibited from transmitting the information to User Company by a contractual, fiduciary or other legal obligation, or (4) is independently developed by User Company without use of or reference to the confidential information.

PUBLIC INFORMATION NOTICE:

OATI WEBMARKET SERVICE CONTAINS PROTECTED NONPUBLIC DATA AND IS NOT CONSIDERED PUBLIC INFORMATION OR DATA. IT IS NOT SUBJECT TO PUBLIC INSPECTION AND COPYING PURSUANT TO THE LAWS OF ANY JURISDICTION REGARDING PUBLIC ACCESS TO INFORMATION. FURTHER, OATI WEBMARKET SERVICE AND ALL DATA, DISPLAYS, MATERIALS AND INFORMATION COMPRISING WEBMARKET SERVICE ARE PROTECTED UNDER U.S. AND INTERNATIONAL COPYRIGHT LAWS.

THEREFORE, the User Company agrees to notify in writing OPEN ACCESS TECHNOLOGY INTERNATIONAL, INC. (OATI), 2300 Berkshire Lane North, Maildrop F, Minneapolis, Minnesota 55441, immediately upon receipt of any requests for disclosure, prior to any disclosures. Notification shall include the name, address, telephone and fax numbers of the requester as well as a description of the specific information requested. **IN NO EVENT shall the User Company provide any materials, documents, viewings, or other disclosures to any person, legal or natural, without the prior, written consent of OATI. In the event a court or regulatory agency of competent jurisdiction orders the release of such data, Customer will notify OATI upon receipt of the order and prior to providing such data in compliance with said order.**

This Agreement is binding on all employees and/or contractors of the above-named OATI User Company. This Agreement may be assigned by OATI.

APPROVED BY:

USER COMPANY:

OPEN ACCESS TECHNOLOGY
INTERNATIONAL, INC.:

By: _____

By: _____

Name: _____

Name: Sasan Mokhtari, Ph.D.

Title: _____

Title: President & CEO

Date: _____

Date: _____

ANNEX C

**Pricing Schedule
for
User IDs**

Fees for User IDs pursuant to Section 3(h) herein are based on this Pricing Schedule.

Item	Initiation Fee	Monthly Recurring Fee	Payable To
User IDs	\$1000.00 each	\$100 / Month	Southern Company Services, Inc.