



Website Terms of Use for Southern Company Sourcing

This website is owned, operated and managed by the subsidiaries of Southern Company (individually and/or collectively referred to herein as "Southern"), and the use by any third party ("Supplier") will be subject to the terms and conditions set forth herein ("Terms of Use"). 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. These Terms of Use will be in addition to any and all other agreements between Southern and Supplier.

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. 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 and responding to a sourcing event.

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

5. 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.

6. Disclaimers. SUPPLIER'S USE OF THIS WEBSITE IS AT SUPPLIER'S OWN RISK. SOUTHERN PROVIDES NO REPRESENTATIONS OR WARRANTIES AND DISCLAIMS ALL 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 THIS AGREEMENT BY SOUTHERN WILL BE TO TERMINATE THIS TERMS OF USE AGREEMENT. IN NO EVENT WILL SOUTHERN, ITS DIRECTORS, ITS EMPLOYEES, OR ITS REPRESENTATIVES BE LIABLE TO SUPPLIER FOR ANY LOSSES, COSTS, LIABILITIES, OR DAMAGES.

7. 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.

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