

Defining the Basics

Gulf Power Company ("Gulf Power") agrees to lease to the Customer identified below ("Customer") the surge protectors and related materials (the "Leased Equipment") installed at the business address shown below (the "Premises"), subject to the terms and conditions below.

By retaining the Leased Equipment, Customer agrees to the terms of this agreement (the "Agreement"). Customer also agrees that this document represents the complete agreement between Customer and Gulf Power.

The Equipment and Its Handling

Equipment Leased: The Leased Equipment remains the property of Gulf Power, and Gulf Power may remove the Leased Equipment anytime after the Agreement is terminated. Gulf Power will have continuous access to the Leased Equipment located on the Premises. If there is any damage to, malfunction of, or defect in the Leased Equipment, Gulf Power will, at its option, repair or replace the Leased Equipment. Neither Customer nor anyone acting on Customer's behalf will install, repair, remove, service or otherwise tamper with the Leased Equipment.

About the Fees

Lease Fees: Customer agrees to pay both an initial installation fee of \$50 and a monthly service fee for use of the Leased Equipment. The current monthly service fee for the Leased Equipment is:

- **Three Phase Service - \$19.99/ month per installed device**
- **Single Phase Service - \$14.99/ month per installed device**
- **10% discount on all monthly fees with 3 or more covered meter locations or installed devices.**

Customer agrees that the amount of this fee may be changed as provided below. All fees due under this lease will be added to and payable with Customer's monthly bill from Gulf Power for the electric service account that's identified below.

A Month-To-Month Agreement

Agreement Term: This Agreement begins on the date the Leased Equipment is installed and will continue on a month-to-month basis. Either Customer or Gulf Power may terminate the Agreement by giving written notice of termination to the other party at least 30 days before the termination is to be effective.

If Customer decides at a later date to reinstate the service, Customer may be subject to a re-install fee that covers removal cost and re-installation cost. Gulf Power may terminate this agreement immediately at any time, with or without notifying Customer, if Customer does not pay any of the fees under this Lease, if Customer violates any other terms or conditions of this Agreement, or if the Leased Equipment is damaged or destroyed by anything other than a voltage surge.

Dealing with Changes

Changes to agreement: Customer agrees that Gulf Power may change, add to and delete from the terms and conditions of this Agreement (including the amount of the Lease Fees). This can happen at any time after the end of the first full month of the Agreement, with Gulf Power providing Customer with 45 days written notice of the change. If Customer does not notify Gulf Power that Customer is terminating the Agreement at least 30 days before the effective date of the change, Customer will have agreed to the change. No change will be effective unless accepted or authorized by Gulf Power in writing.

What the Equipment Does and Does Not Protect

Performance of Leased Equipment. Customer understands and agrees that the Leased Equipment is designed by the manufacturer to protect the following "Covered Equipment" from destructive voltage surges entering the Premises through the protected electric meter:

- Motors of motor-driven equipment and appliances
- Heating elements of resistance heat equipment and appliances and
- Electronic circuit boards which are physically a part of the motor-driven and resistance heat equipment and appliances.

For the Leased Equipment to protect any Covered Equipment, the item must be connected to the electrical system protected by the Leased Equipment.

The Leased Equipment cannot prevent damage to Covered Equipment from voltage surges:

- that are caused by direct or near hit lightning strike(s) that do not travel through the Leased Equipment;
- that are caused by sustained over-voltage or under-voltage conditions passing through the device as the result of a lost system neutral or loss of voltage from electric supplier;
- that are caused by any loss of phase conditions;
- that enters through other utility provider entrances to Premise, such as, telephone, cable, or satellite systems.

The Leased Equipment is NOT intended to be and should not be used to protect electronic equipment or appliances - and the downline electronics of any Covered Equipment that is not physically a part of the Covered Equipment (such as remote electronic controls or control stations). This includes without limitation: televisions, video monitors, video cassette recorders, receivers, tuners, stereos, compact disc or DVD players, other audio equipment, security systems, two-way radios, computer equipment, answering machines, satellite dishes, telephones, copy machines, electronic music equipment, microwave ovens and fax machines. (See manufacturer's warranty for complete details.)

When to Report Damage

Customer must notify Gulf Power at the address shown below within seven (7) days of:

- a) the discovery or suspicion of a malfunction, failure of or damage to the Leased Equipment or
- b) damage believed to be caused by a voltage surge traveling through the Leased Equipment.

Disclaimer of Warranties: The written warranty of the manufacturer, TESCO, has been provided to the Customer. GULF POWER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: Customer understands that Gulf Power is not an insurer, and Customer assumes all responsibility for taking any action and obtaining any insurance necessary or appropriate to prevent or cover property losses and/or personal injury or death that could result from any power surge. Gulf Power's aggregate liability to Customer for damage under this Agreement shall not exceed the amounts Customer has paid to Gulf Power under this Agreement. Customer agrees that this is Customer's sole remedy against Gulf Power under this Agreement. GULF POWER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OR ANY ECONOMIC LOSS.

How to Notify Us

All notices to Gulf Power required under the terms of this Agreement must be in writing and delivered within the time specified to:

Gulf Power Company
Attn: Commercial Surge Protection
One Energy Place
Bin 0231
Pensacola, FL 32520-0231

Construction and Effect: This Agreement will be governed, interpreted and enforced in accordance with the laws of the State of Florida. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, that provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of that provision or the remaining provisions of this Agreement. Customer may not assign Customer's rights or obligations under this Agreement without Gulf Power's prior written consent. Gulf Power may assign its rights and obligations under this Agreement without giving Customer prior notice or obtaining Customer's consent. All of Gulf Power's rights under this Agreement shall inure to the benefit of Gulf Power's successors and assigns, and all of Customer's obligations will bind Customer's heirs, executors, administrators, successors and assigns.