RESEARCH PROJECT CONTRIBUTION AGREEMENT

This **RESEARCH PROJECT CONTRIBUTION AGREEMENT** ("Agreement") is made between **SOUTHERN COMPANY SERVICES, INC.**, an Alabama corporation located at 600 18th Street North, Birmingham, Alabama 35203 ("Company"), and **SOUTHERN RESEARCH INSTITUTE**, an Alabama non-profit corporation located at 2000 Ninth Avenue South, Birmingham, Alabama 35205 ("Recipient"). This Agreement becomes effective on the date last signed below ("Effective Date").

INTRODUCTION

WHEREAS, Recipient intends to conduct a research project entitled "***Machine Learning for Automated Maintenance of Future MSR***" ("Project") with funding awarded by the U.S. Department of Energy ("DOE") pursuant to DOE Funding Opportunity Announcement ("FOA") # DE-FOA-0001953 entitled "Solicitation of Topics Informing New Program Areas"; and

WHEREAS, Company desires to support the Project because it is relevant to the business interests of Company and its affiliates.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, Company and Recipient agree as follows:

TERMS AND CONDITIONS

1. **Project.** Recipient shall execute the above-referenced Project as outlined and detailed in the agreement governing the Project ("Project Agreement"). Recipient represents to Company that it has all requisite power and authority to enter into and perform its obligations under this Agreement, and there are no actions, suits, or proceedings pending, or to the best of its knowledge threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Agreement or on its operations, business, properties, assets, or condition.

2. **Contribution.** In support of and in exchange for Recipient's execution of the Project and the Project [Redacted] Company agrees to contribute to Recipient the total amount [Redacted] The Total Contribution constitutes a cash contribution or cost share in support of the Project. The Total Contribution shall be used by Recipient solely and exclusively to perform the Project. For the sake of clarity, no portion of the Cash Contribution shall be used by Recipient for lobbying activities or litigation expenses.

3. **Payment.** After execution of this Agreement, Company shall issue a written purchase order ("PO") to Recipient referencing this Agreement. This PO shall serve an administrative purpose only and any boilerplate commercial terms and conditions included with that PO shall be void and of no effect. After receipt of the PO from Company, Recipient shall issue its invoice pursuant to the following schedule:

Invoice #	*Invoice Amount*	*Issue Invoice Within:*
1	Redacted	30 days of receipt of PO
2		30 days of January 1, 2021 or as otherwise agreed in writing by Company and Recipient

Invoices must be sent to the remittance address shown on the PO and reference the PO number assigned by Company. Any terms and conditions included in Recipient's invoice(s) that are in addition to or inconsistent with any terms and conditions in this Agreement shall be void and of no force or effect. Company shall pay Recipient's invoice within thirty (30) days after receipt, provided that the amount invoiced is correct, the invoice is in proper form, and the invoice is sent to the correct remittance address.

4. **Audit.** Recipient shall prepare and maintain accurate records of its receipt, use, and allocation of the funds contributed by Company in accordance with recognized accounting practices and in a format that

will permit audit. Recipient shall make such records available for audit by Company or its designees during Recipient's normal working hours. Recipient shall maintain such records for not less than two (2) years after the termination or expiration of this Agreement.

5. **Project Benefits.** In exchange for Company's agreement to contribute funds for use in the Project, Recipient agrees that Company shall be entitled to the following "Project Benefits":

   a. Copies of all deliverables delivered by Recipient to DOE under the Project Agreement ("Deliverables"). Copies of each Deliverable will be provided by Recipient to Company within thirty (30) calendar days of delivery of the same to DOE.

   b. Input into Deliverables and direction of Project through participation in Project planning activities.

6. **Right to Use Project Benefits.** Company and its affiliates shall be entitled to use and copy the Project Benefits for their own internal business purposes.

7. **Company Disclaimer.** ALL INPUT, ADVICE, SUGGESTIONS, OPINIONS, AND OTHER INFORMATATION PROVIDED TO RECIPIENT BY COMPANY, IF ANY, IN SUPPORT OF THE PROJECT IS PROVIDED ON AN "AS-IS" BASIS AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SUFFICIENCY, COMPLETENESS, AND NON-INFRIGNEMENT. ANY ACTION OR INACTION BY RECIPIENT AS A RESULT OF ANY INFORMATION PROVIDED BY COMPANY IS MADE OR TAKEN AT RECIPIENT'S SOLE DISCRETION AND RISK.

8. **Recipient Disclaimer.** RECIPIENT DISCLAIMS ANY AND ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

9. **Responsibility for Own Acts and Omissions.** Each party (i) shall be solely responsible for its own acts and omissions, including, without limitation, the acts and omissions of its employees, contractors, agents, professors, students, representatives, and other personnel, and the results thereof, and (ii) shall not be responsible for the acts or omissions of the other party, including, without limitation, the acts and omissions of the other party's employees, contractors, agents, professors, students, representatives, or other personnel, and the results thereof. Company and Recipient shall not be considered or permitted to be an agent, joint venturer, or partner of one another. Company does not reserve any right to control the method and manner of Recipient's performance of the Project.

10. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL CONTRIBUTION AMOUNT SET FORTH ABOVE. NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY A PARTY MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION OCCURRED. IF, UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THIS SECTION IS INVALID, THEN COMPANY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

11. **Right to Refund.** Should Recipient abandon, discontinue, or otherwise fail to complete the Project, it shall promptly refund all monies paid by Company under this Agreement that are unspent as of the date of termination.

12. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and either delivered personally or sent by courier or e-mail to a designated representative of the other party and shall be effective on the day of receipt of the notice if received during normal business hours of the addressee, and if not received during such normal business hours, then on the first business day of the addressee after receipt. Until notified otherwise in writing, the representatives are designated as follows:

If to Company:
Southern Company Services, Inc.
Redacted
600 North 18th Street, 14N-8199
Birmingham, AL 35203

Redacted

With a copy to:
Southern Company Services, Inc.
Attn: Managing Attorney
600 North 18th Street, 7N-8374
Birmingham, AL 35291

If to Recipient:
Southern Research Institute
Attn: Redacted
2000 Ninth Avenue South
Birmingham, Alabama 35205

Redacted

With a copy to:
Southern Research Institute
Attn: Bill Stumper
2000 Ninth Avenue South
Birmingham, Alabama 35205

13. **Term.** The term of this Agreement shall commence on the Effective Date and end the earlier of (i) the date on which all responsibilities of Company and Recipient set forth in this Agreement are complete or (ii) **December 31, 2022**.

14. **Termination for Convenience.** Each party may terminate this Agreement at any time for its convenience by giving thirty (30) calendar days written notice to the other party. If Recipient terminates this Agreement for its convenience, Recipient will promptly refund all amounts paid by Company up to the effective date of termination. If Company terminates this Agreement for its convenience, Company shall not be entitled to a refund for any amounts paid by Company prior to the effective date of termination, nor shall Company be obligated to contribute any additional amount(s) to Recipient.

15. **Termination for Cause.** If either party shall at any time neglect, fail, or refuse to perform under any material provision of this Agreement, then the other party may serve upon the defaulting party notice of intention to terminate this Agreement, which notice shall specify the alleged neglect, failure, or refusal. If within thirty (30) calendar days after the date of service of such notice, the defaulting party shall not have fully cured such defaults, then the other party may, at its own option, elect to terminate this Agreement.

16. **Event of Termination.** In the event of an early termination of this Agreement, each party will take all reasonable steps to immediately cease work being performed under this Agreement in a reasonable and orderly manner and to mitigate the costs of such termination.

17. **Assignment.** Recipient shall not assign this Agreement or the right to receive payment under this Agreement to any third party without the prior written consent of Company. Any purported or attempted assignment by Recipient in violation of this provision shall be null and void.

18. **Publication.** Recipient shall not use or publish the name, logo, or any other identifying information of Company or its affiliates in any advertising or publicity matter, publication, or press release relating to the Project without the prior written consent of Company; provided, however, that Recipient may, without the consent of Company, include Company's name and Project title as required by law, including, without limitation, providing Company's name and project title in listings of research sponsors.

19. **Compliance with Applicable Laws.** Each party shall comply with all applicable law in the conduct of all activities under this Agreement, including without limitation, all U.S. export and import laws and regulations.

20. **All Rights Reserved.** All rights not expressly granted in this Agreement are expressly reserved by each party.

21. **Governing Law.** This Agreement shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Alabama.

22. **Survival.** In addition to any express statements of survival set forth in this Agreement, the provisions contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties will so survive the expiration or termination of this Agreement.

23. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no oral or written representations, understandings, or agreements between the parties respecting the subject matter of this Agreement which are not fully expressed herein. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each party.

24. **Execution in Counterparts.** This Agreement may be executed and delivered in one or more counterparts with the same effect as if both parties had signed and delivered the same copy, and when each party has executed and delivered a counterpart, all counterparts together constitute one agreement. Delivery of a copy of this Agreement by facsimile or e-mail containing a PDF copy is good and sufficient delivery.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Company and Recipient have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SOUTHERN COMPANY SERVICES, INC.

By: _____

Name: James N. Ivie

Title: R+D Director

Date: 2/03/2020

SOUTHERN RESEARCH INSTITUTE

By: William J Stumper Digitally signed by William J Stumper Date: 2020.01.30 13:18:12 -06'00'

Name: William J. Stumper

Title: Director, Procurement

Date: January 30, 2020