CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of April 26, 2023, by and between REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED, and **Southern Company Services, Inc.** a Corporation ("Counterparty"), referred to collectively as "Parties" and individually as "Party."

WHEREAS, the Parties desire to exchange certain proprietary or confidential information for the purpose of discussing solar and storage projects in the Southern Company transmission network (the "Proposed Transaction"); and

WHEREAS, the Parties are willing to provide such information for such purpose in accordance with the terms hereof;

NOW, THEREFORE, Invenergy and Counterparty do hereby mutually agree as follows:

1. Definitions.

   a. "Counterparty" shall be as defined above and include any of Counterparty's subsidiaries or affiliates.

   b. "Confidential Information" shall mean all written, recorded, electronic or oral information or data (including without limitation research, developmental, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business and process information or data, know-how, and computer programming and other software and software techniques) not subject to public disclosure and provided (whether such confidentiality or proprietary status is indicated orally or, whether or not the specific words "confidential" or "proprietary" are used) by one Party (a "Disclosing Party") to the other Party (a "Receiving Party") in the course of the exchange of such information or data between the Parties.

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   d. "Person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.

   e. "Representatives" shall mean as to each Party, its directors, officers, employees, agents and advisors (including, without limitation, financial advisors, potential equity investors, attorneys and accountants).

2. Confidentiality and Non-Use. In consideration of each Party's providing Confidential Information, the Parties agree as follows:

   a. The Receiving Party shall hold confidential and not disclose to any Person, without the prior written consent of the Disclosing Party, all Confidential Information provided to it by the Disclosing Party and any information about the Proposed

Transaction, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, or the fact that Confidential Information has been made available to the Receiving Party or its Representatives; provided, however, that the Receiving Party may disclose such Confidential Information to its Representatives who are actively and directly participating in its evaluation of the Proposed Transaction or who otherwise need to know the Confidential Information consistent with the purpose of the Proposed Transaction;

b. Each Party shall cause all its Representatives to observe the terms of this Agreement and shall be responsible for any breach of the terms of this Agreement by it or its Representatives; and

c. The Receiving Party shall return or destroy all Confidential Information (including all copies thereof), within 30 days of receipt of a written request therefore, excepting (subject to all restrictions on disclosure of this Agreement) such Confidential Information that exists only as part of regularly generated electronic backup data, destruction of which is not reasonably practicable.

d. In addition to the foregoing, each Party will not use the Confidential Information (a) in any way detrimental to the other Party's shareholders or (b) for any purpose other than in connection with the Proposed Transaction between the Parties.

3. Exceptions to the Confidentiality and Non-Use Obligations. The obligations imposed by Section 2 hereof shall not apply, or shall cease to apply, to any Confidential Information if or when, but only to the extent that, such Confidential Information:

a. was known to the Receiving Party prior to the receipt of the Confidential Information; or

b. was, or becomes through no breach of the Receiving Party's obligations hereunder, known to the public; or

c. becomes known to the Receiving Party from sources other than the Disclosing Party under circumstances not involving any breach of any confidentiality obligation; or

d. is independently developed by the Receiving Party, as evidenced by the written records thereof.

It shall not be a breach of the confidentiality obligations hereof for the Receiving Party to disclose Confidential Information where, but only to the extent that, such disclosure is required by applicable law or regulation, provided in such case the Receiving Party shall (i) to the extent not prohibited by applicable law, give the earliest notice possible to the Disclosing Party that such disclosure is or may be required and (ii) cooperate in protecting such confidential or proprietary nature of the Confidential Information which must so be disclosed.

4. No Further Agreements Hereunder. No joint venture or partnership shall be inferred by this Agreement, and the Parties hereto shall be independent entities. Neither Party nor any

parent, subsidiary or affiliate thereof, shall be under any obligation to enter into any further agreements with the other signatory hereto or its parents, subsidiaries or affiliates of any nature whatsoever as a result of this Agreement. The Parties shall be free at all times to hold negotiations or enter into agreements with any other persons whatsoever (including with respect to projects under discussion by the Parties hereto) in addition to or in lieu of the discussions hereunder and any such activities shall not be a breach of this agreement or any obligations owed to the other Party hereunder. Each Party hereto reserves the right, in its sole discretion, to decline and make, to retract or to reject at any time any proposal which has not yet become legally binding by execution of a written agreement between the Parties with respect thereto or with respect to any further agreements or business arrangements with the other Party hereto, its parents, subsidiaries or affiliates and to terminate all further discussions and negotiations.

5. No Representations and Warranties/ No License. The Parties make no representation or warranties, express or implied, of any kind to the other with respect to the Confidential Information, including without limitation with respect to the accuracy or completeness thereof. Any representations or warranties shall be made thereby, if at all, only in definitive written agreements that may be entered into hereafter. Nothing contained in this Agreement shall be construed as granting or conferring any right or license, express or implied, in or to any Confidential Information disclosed to the Receiving Party, including without limitation any patent, trademark and/or copyright.

6. Termination; Duration of Obligations. Unless sooner terminated by mutual written Agreement of the Parties hereto, this Agreement shall terminate two (2) years from the date hereof. Notwithstanding the foregoing, the Receiving Party's obligation to treat Confidential Information confidentially will survive for three (3) years from the termination of this Agreement, and, with regard to trade secrets, for so long as such items remain trade secrets under applicable law.

7. Entire Agreement. This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings between the Parties relating to the subject matter hereof. Parol or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement, and recourse shall not be had to alleged prior dealings or course of performance to explain or supplement the express terms of this Agreement.

8. Waivers; Amendments; Assignment; Counterparts; Electronic Signatures. This Agreement may not be modified, amended or waived except by a written instrument duly executed by both Parties. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement may not be assigned by either Party without the prior written consent of the other and shall be binding on, and inure to the benefit of, the respective successors of the Parties thereto. This Agreement may be signed in two or more counterpart originals, each of which shall constitute an original document. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

9. Governing Law; Disputes. This Agreement is made subject to and shall be construed under the laws of the State of New York, without giving effect to its principles or rules regarding conflicts of laws, and that the state and federal courts situated in the State of New York shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement or the Confidential Information with each Party irrevocably consenting to the jurisdiction thereof for any actions, suits or proceedings arising out of or relating to this Agreement or the Confidential Information.

10. Remedies. Each Party, in regards to its confidentiality obligations herein, acknowledges that the other Party could be irreparably injured by a breach of this Agreement, and the non-breaching Party, in addition to any other remedies available at law or in equity, shall be entitled to seek and obtain relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the breaching Party. Any such relief shall be in addition to, and not in lieu of, money damages or any other legal or equitable remedy available to the non-breaching Party.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective, fully authorized representatives as of the date first written above.

Southern Company Services, Inc.

By: DocuSigned by: Clay Rikard FEE8EA8B7567416...

Name: Clay Rikard

Title: VP, System Planning

[redacted]