

GENERLINK™ AGREEMENT

UPDATED AUGUST 2023



This Fayetteville Public Utilities GenerLink™ Agreement (hereinafter, the "Agreement") is entered into this the ____ day of _____, 20____ by and between Fayetteville Public Utilities (hereafter referred to as "FPU"), and _____ (Name of Customer(s)) (hereafter referred to as the Customer).

CUSTOMER INFORMATION

CUSTOMER NAME
ACCOUNT NUMBER
CUSTOMER ADDRESS
GENERLINK™ MODEL #
GENERLINK™ SERIAL #

The Customer(s) acknowledges that he/she/they understand(s) and agree(s) to abide by the following terms and conditions:

1. FPU shall install the customer provided GenerLink™ device. Customer agrees to pay a \$100.00 fee toward the installation expense associated with the initial installation of the GenerLink™.
2. The GenerLink™ system may only be installed or removed by a FPU representative. FPU agrees to install a (customer purchased) GenerLink™ device at the FPU revenue meter only after the Customer(s) provides to FPU the specifications for his/her/their GenerLink™ device, signs this agreement, and upon payment of the installation charge. Relocation of the GenerLink™ device will also incur a charge.
3. The integrity and accuracy of FPU's revenue meter must be maintained. FPU shall have the right to interrupt the metering circuit and temporarily remove the GenerLink™ device to perform any required tests or maintenance that it deems necessary, in FPU's sole discretion.
4. FPU makes no warranties of any kind, either expressed or implied, with respect to the devices including without limitation and warranty as to merchantability or fitness for a particular purpose. Warranties are provided by the manufacturer and all claims must be processed by Global Power Products, Inc. (1-800-886-3837). The customer shall hold FPU harmless from any liability in connection with the operation, service, and installation of the GenerLink™ system. Interruption or failure of the GenerLink™ system shall not constitute a breach of this Agreement, nor shall FPU, its officers, directors, or employees be liable to the Customer(s) or to third parties for any damages which may result from such interruption or failure.
5. The customer agrees to hold harmless and indemnify FPU from any and all liability, claims, or demands for damage to property, injury or death to persons which may arise out of or be caused in any manner by any incident or occurrence involving the installation or delivery of services under this Agreement. Neither FPU or any affiliated company shall be liable, whether arising out of contract, tort (including negligence), strict liability, or for any other cause or form

of action whatsoever, for loss of anticipated profits or savings, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation, service interruption, cost of purchased or replacement power, claims of Customer(s) customers or others, cost of money, loss of use of capital or revenue or any damages associated with Customer(s) use or intended use or inability to use the information and services provided for under this Agreement, or for any special, incidental or consequential loss or damage of any nature, whether similar to those mentioned above, arising at any time or from any cause whatsoever. The total liability of FPU and any affiliated company arising from any form or cause of action shall not exceed the total installation price of the device.

6. Customer agrees to be financially responsible for all maintenance of the installed facilities, and to reimburse FPU for all time and materials associated with any maintenance costs incurred for said installed facilities. All access to FPU facilities and equipment required by the Customer shall be provided only if the Customer(s) or its/their representative is accompanied by FPU personnel, at the Customer(s) sole expense.
7. FPU reserves the right to terminate this Agreement at any time without cause or notification to the Customer(s).
8. None of the provisions contained within this Agreement shall in any way diminish or absolve the Customer(s) of any responsibility to comply with any other legal obligation of the Customer to FPU including without limitation Customer(s) obligations under FPU's bylaws, rules, regulations, policies, contracts, agreements, rate schedules or otherwise.
9. This Agreement shall become effective on the date of execution of this Agreement and will terminate when the device is taken outside FPU's electric service territory. Provided however that paragraphs 4 and 6 shall survive the termination of this Agreement.

Customer(s) Signature(s) _____ Date _____

Customer(s) Name(s) (printed) _____

FPU Representative Signature _____ Date _____

FPU Representative (printed) _____

Notary is only required if the necessary identification and signature(s) are not witnessed/obtained by a FPU Representative.

On this ____ day of _____, _____ before me, _____, personally appeared known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same as for the purposes therein contained in witness whereof I hereunto set my hand and official seal.

Notary Public

My Commission Expires