

## Premium Surge Protection Agreement:

GULF POWER COMPANY ("GULF POWER") AGREES THAT, UPON YOUR REQUEST, IT WILL PROVIDE THE TESCO PREMIUM SURGE PROTECTION SYSTEM ("SURGE PROTECTION SYSTEM") DESCRIBED IN THIS AGREEMENT AND, BY ACCEPTING THIS SURGE PROTECTION SYSTEM, YOU AGREE THAT —

**Surge Protection System:** You will allow a Gulf Power representative or authorized contractor to install the TESCO Premium Surge Protection System, including electrical grounding and related materials, at the electrical, telephone and cable/satellite entrances to the residence at which Gulf Power provides electric service to you. Gulf Power has no obligation to install the Surge Protection System if it determines, in its sole discretion and based on the condition of your electrical, telephone, or cable or satellite systems, that installation is not reasonably feasible. Gulf Power will install the Surge Protection System in accordance with National Electric Code ("NEC") standards. If your exterior grounding and communications grounding systems ("Exterior Grounding Systems") do not meet the 2002 edition of the NEC, Gulf Power will modify the exterior grounding systems to bring them into compliance with the NEC. However, Gulf Power is not responsible for, and will not be, evaluating or modifying your Interior Grounding Systems. Interior grounding systems are an important factor in safeguarding your electrical system and Gulf Power strongly recommends having the interior grounding systems in your home inspected by a licensed electrician and upgraded, if necessary. The Surge Protection System at all times will remain the property of Gulf Power, and you hereby grant Gulf Power the right to enter onto your property at any reasonable time in order to install, maintain and remove the Surge Protection System. Neither you nor any person acting on your behalf shall install, repair, service, modify, remove, misuse, abuse, or otherwise tamper with the Surge Protection System.

**Fees:** You will pay the following fees, which will be included on and are payable with your monthly electric service bill from Gulf Power for the residence at which the Surge Protection System is installed:

- (a) Monthly Fees. The current monthly fee for the Surge Protection System is \$9.99/month. This fee includes Surge Protectors for one (1) electric meter, one (1) cable or satellite line, and up to two (2) phone lines. Surge Protectors for each additional telephone or cable/satellite lines will be billed at an extra \$1.50 per line per month. The amount of this fee may be changed as provided below.
- (b) Termination Fee. To help recover its installation costs, Gulf Power will charge a termination fee of \$200 if you terminate this Agreement for any reason within six (6) months from the installation date. If you remain on the Surge Protection System for at least six (6) months, you will not have to pay any termination fee.

You must be current on all payments due under this Agreement in order to receive a replacement Surge Protector or to make a claim under the manufacturer's warranty.

**Term:** This Agreement begins on the date the Surge Protection System is installed and continues until terminated. Either you or Gulf Power may terminate this Agreement by giving notice of termination to the other party at least thirty (30) days before the termination is to be effective. To terminate this Agreement, call 1 (877) 655-4001. If you terminate this Agreement and decide later to have the Surge Protection System reinstalled, you may be required to pay a \$200 re-installation fee. Gulf Power may terminate the Agreement immediately, at any time, with or without notifying you, if you fail to pay the fees due under the Agreement, if you violate any other terms or conditions of this Agreement, or if any Surge Protector is damaged or destroyed other than by a surge traveling through the Surge Protector. Termination in accordance with this Paragraph shall relieve both parties of their obligations under this Agreement as of the effective date of termination, at which time Gulf Power may remove the Surge Protection System from your residence.

**Changes to Agreement:** Gulf Power may change, add to and delete from the terms and conditions of this Agreement (including the amount of the monthly fee) at any time after the expiration of the first full month of the Agreement by providing you with forty-five (45) days written notice of the change. If you do not notify Gulf Power that you are terminating the Agreement at least thirty (30) days before the effective date of the change, you will have agreed to the change. No change will be effective unless accepted or authorized by Gulf Power in writing.

**Performance of the Surge Protection System:** You understand that the Surge Protection System is designed by the manufacturer to protect household electronic equipment and electro-mechanical appliances from destructive surges entering the residence through the protected electric meter, telephone line(s) or cable/satellite line(s). The Surge Protection System cannot prevent damage caused by any of the following:

- (a) Surges that do not pass through the Surge Protection System. Surges can enter a residence through many entrances, including sprinkler systems, doorbells, water lines, buried electronic fences and exterior metal surfaces;
- (b) Misuse, abuse, unauthorized servicing or modifications of the Surge Protection System;
- (c) Alteration to the electrical, telephone or cable/satellite system to which the Surge Protection Equipment is installed;
- (d) Any "over-voltage" that passes through the Surge Protection System. An "over-voltage" is any transmission at greater than the normal household voltages and longer than a momentary surge, and may occur when a high-voltage line comes in contact with a low-voltage line or neutral, a telephone line, CATV line or as the result of a damaged or lost system "Neutral."
- (e) Direct lightning strike(s) to the residence or surrounding property.

**Performance of the Surge Protection System: (cont.)**

- (f) Earthquakes, natural disasters and Acts of God;
- (g) Brownouts, under-voltage or power outages;
- (h) Any events for which a state of emergency is announced by any governmental authority for your geographic region or jurisdiction; and
- (i) Minor surges that are insufficient to activate the operation of the Surge Protection System.

**The manufacturer's warranty applies only if a destructive surge has passed through a Surge Protector and caused the failure of that Surge Protector.**

On the Surge Protection System installed at the electric meter, there are two (2) LED lights that glow when the Surge Protection System is functioning properly. Please check these lights periodically to make sure they are glowing. LED lights that are unlit are a sign that the Surge Protection System may not be operating. If you find the LED lights are not glowing, call 1 (877) 655-4001.

**In the event you modify (add , remove) or have major repairs to any of your existing telephone, cable or satellite connections, call 1-877-655-4001 for a free on-site inspection to ensure that all your wired-utility connections are protected by TESCO surge protection to meet warranty requirements.**

**Reporting Destructive Surges:** Call 1 (877) 655-4001 if you discover or suspect a destructive surge has traveled through any Surge Protector. In this situation, you may experience one (1) or more of the following:

- **Loss of telephone service - for surges on the telephone wires.**
- **Loss of cable/satellite service - for surges on the cable/satellite wires.**
- **LED lights on meter device not glowing - for surges on the electric wires.**

If a destructive surge has caused the failure of any Surge Protector, that Surge Protector will be replaced at no additional cost of you. You must be current on all payments due under this Agreement in order to receive a replacement Surge Protector.

**Claims under Manufacturer's Warranty:** TESCO, the manufacturer of the Surge Protection System, provides a written warranty for each Surge Protector. Your rights and remedies under this agreement are limited to TESCO's Limited Product Warranty. A copy of this warranty has been provided to you, and you may receive an additional copy at any time from [www.premiumsurge.com](http://www.premiumsurge.com) or by calling 1 (877) 655-4001. Gulf Power has no obligations under this manufacturer's warranty but, to the fullest extent possible, passes this warranty on to you. In order to make a claim under this manufacturer's warranty, you must:

1. Be current on all payments due under this Agreement.
2. Call 1 (877) 655-4001 within fourteen (14) days of discovering or suspecting a surge-related problem. The manufacturer will be contacted on your behalf to begin processing your claim.
3. Permit the manufacturer or its authorized representative to inspect each Surge Protector and any appliance or equipment for which you file a claim. The manufacturer's warranty applies only if a destructive surge has passed through a Surge Protector and caused the failure of that Surge Protector.
4. Provide any written estimate requested by the manufacturer or its authorized representative regarding damage to any appliance or equipment and cost of repairing that damage or replacing the appliance or equipment.

**Disclaimer of Warranties:** GULF POWER DISCLAIMS ALL WARRANTIES CONCERNING, AS TO, OR ON THE SURGE PROTECTION SYSTEM, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability:** Gulf Power is not an insurer, and you assume all responsibility for taking any action and obtaining any insurance necessary or appropriate to prevent or to cover property losses and/or personal injury or death that could result from any power surge or loss of electric, telephone or cable/satellite service, especially in connection with medical, healthcare and life-support equipment. Gulf Power is not liable for any property damage or personal injury or death resulting from or in any way related to the operation or any alleged malfunction of the Surge Protection System. Gulf Power's liability to you is limited to its duty to install the Surge Protection System. You accept the risk that the Surge Protection System cannot protect against all surges, and you agree that the occurrence of a surge or surges shall not constitute a breach of this Agreement by Gulf Power and shall not give you any claim or right of set-off against Gulf Power. You also agree that Gulf Power's total liability to you for any damages under this Agreement shall not exceed the amounts you have paid to Gulf Power under this Agreement. **GULF POWER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OR ANY ECONOMIC LOSS.**

**Construction and Effect:** This Agreement represents the complete agreement between you and Gulf Power, and shall be governed, interpreted and enforced in accordance with the laws of the State of Florida. Whenever possible, each provision of this Agreement shall 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. You may not assign your rights or obligations under this Agreement without our prior written consent. All of your obligations shall bind your heirs, executors, administrators, successors, and assigns. Gulf Power may assign its rights and obligations under this Agreement without giving you prior notice or obtaining your consent, and any of its successors and assigns will have the benefit of all of its rights under this Agreement.

*Because a lot can happen in 1/120th of a second!*