

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into as of the 1st day of August 2018 by and between **ALABAMA POWER COMPANY ("Company")**, with a principal office in Birmingham, Alabama and **PERKINS COMMUNICATIONS, LLC ("Consultant")**, with a principal office in Northport, Alabama.

WHEREAS, based on the experience, expertise and skills of Consultant with regard to matters that may affect Company as described below, Company desires to retain Consultant who desires to render its services to Company; and,

WHEREAS, Consultant and Company recognize and acknowledge that each may be subject to certain restrictions imposed by federal, state, and local laws and regulations,

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties hereto agree as follows:

1. Scope of Professional Services.

(a). Consultant will provide such consulting services as senior officers of Company or their designees may request from time to time during the term of this Agreement as described in Exhibit A attached hereto ("**Services**"). Such requests for Services may include a wide range of activities for various business objectives within the professional competence of Consultant, including, but not limited to, the following: consultation with Company representatives; assisting Company in preparation for meetings and/or providing advice and recommendations in the resolution of issues and other matters in connection with or pending before federal or state agencies, legislative bodies, boards, and regulatory entities; the communication of Company policies, processes and procedures; the collection and dissemination of information; assisting Company in the development and/or implementation of policies or business strategies to ensure effective input on public policy and compliance with legal or regulatory requirements at the federal, state, and/or local level; and other related Services. Consultant's performance under this Agreement will be at such times and for such durations as requested by Company's authorized representative. Consultant agrees to make itself available at all reasonable times and to devote such time, attention, and energies to providing the Services to Company as requested by Company.

(b). In no event will Consultant undertake any activities under this Agreement that would require the Consultant to engage in **Governmental Relations Activities** or the registration of Consultant or any of its agents, employees, partners or subcontractors (collectively, "**Representatives**") as lobbyists. "**Governmental Relations Activities**" are defined as any activity directly or indirectly intended to influence or assist in the influencing of and advocacy regarding federal or state legislation, regulation, or policy. This definition also includes the influencing, directly or indirectly, of any appointed or elected state or federal official. Any involvement in Governmental Relations Activities or registration of Consultant or any of its Representatives as lobbyists will require a new agreement or an amendment to this Agreement and, possibly, the performance of background investigations for Consultant and its Representatives.

(c). Neither Consultant nor any of its Representatives will render any consulting services to any utility company, utility membership corporation, governmental subdivision, energy marketer or broker, communications company or other entity with regard to any matter in which such entity's interests are in conflict with or otherwise inconsistent with the

interests of Company or any entity or person controlling, controlled by, or under common control with Company, whether present or future ("**Affiliates**"). Consultant will give Company advance notice of any representations that are potentially in conflict with or inconsistent with the operations or interests of Company or Affiliates. Company, in its sole discretion, may waive in writing provisions of this subsection if Company believes such a waiver is necessary to facilitate Consultant's performance of Services under this Agreement. Any such waiver will not be a waiver of any other provisions of this Agreement and will only be applicable for the particular circumstances to which the waiver is granted. The terms and covenants of this subsection will survive the expiration, completion, cancellation, or termination of this Agreement.

2. **Authority.** Each party represents and warrants to the other that, as of the date first above written: (i) it is a corporation or other legal business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement; (iii) the person signing on its behalf is authorized to execute this Agreement; (iv) as to Consultant only, it is duly qualified to do business in and is in good standing with the officials of the state in which the Services will be performed; and (v) no action, suit or proceeding is pending or, to the best of its knowledge, threatened that could have a material adverse effect on its ability to perform under this Agreement or on its operations, business, properties, assets or financial condition.

3. **Authorized Representative.** Consultant will recognize Zeke W. Smith as Company's authorized representative, with full power and authority to act for and on behalf of Company in requesting Services, until Company gives written revocation of such authority and/or designation of another authorized representative to Consultant.

4. **Term of Performance and Termination.**

(a). The term of this Agreement will commence on the date first above written, and will continue in effect until the earlier of the date specified in Exhibit A or the date on which it is terminated in writing by either party.

(b). Company will have the option of extending this Agreement beyond the original term on a month-by-month basis for up to an additional twelve (12) months upon written notice to Consultant.

(c). Company will have the right at any time to terminate this Agreement for its convenience, by giving written notice thereof to Consultant, and require Consultant to cease work thereon. In such case, Company will owe no additional fees to Consultant other than the fee otherwise payable for the month, as specified in Exhibit A, prorated through the date of notice of termination. Company will only reimburse Consultant for those expenses that have been actually incurred by Consultant but not invoiced to Company at the time of such termination that Company determines to be appropriate under the circumstances.

5. **Fees and Expense Reimbursement.** For and in consideration of the Services to be rendered by Consultant:

(a). Company will pay to Consultant such fees as are specified in Exhibit A for Services rendered during the term of this Agreement. Company will remit fee payments to Consultant on or before the 10th business day of each month, without invoicing by Consultant.

(b). All routine out-of-pocket expenses, including, but not limited to, meals, ground transportation, reproduction, facsimile, telephone, postage, delivery services, electronic research, etc., incurred by Consultant in the performance of Consultant's obligations under this Agreement are considered included in the fee paid by Company and will not be reimbursed by Company. Major expenses incurred by Consultant in the performance of Consultant's obligations, including air transportation and associated lodging and travel expenses, will be

reimbursed at actual cost only if Company specifically authorizes the expenditures in advance in writing.

(c). Consultant will provide the following information and documentation in an invoice for each expense for reimbursement:

- Specific business purpose
- Date expense incurred
- Vendor name and location (city, state)
- Expense description
- Amount
- Name of individual(s) included in expense (with title or affiliation)
- Receipts for expenditures over \$25.00
- A copy of Company's advance authorization (letter, e-mail, etc.)

Consultant will submit expense invoices for payment as soon as practical, but no later than sixty (60) days from the date that a reimbursable expense is incurred. Subject to the resolution of any disputes as to the correctness of amounts invoiced, Company payments will be made upon receipt of invoices containing the information and documentation required by this Section (and any other reasonable documentation requested by Company).

(d). When Company employees are present, meals and entertainment expenses incurred in conjunction with off-site meetings will be paid by Company employees and not invoiced to Company by Consultant unless the expenses are for a widely-attended event, such as a dinner or reception, where it is not practical to individualize or separate Company employee expenses from a group. If Company employees are not present, Consultant may charge Company for appropriate expenses, but not for expenses incurred by or for public officials unless permitted by applicable state or federal law.

(e). In the event a single bill is tendered to Consultant by the provider of the food, beverages, and related expenses at a reception or event co-sponsored by Company, Consultant will invoice Company only for Company's agreed upon share of the expenses. Any such invoice will meet the specificity requirements outlined in this Section.

(f). Consultant will maintain complete copies of all invoices, bills, expense statements and other supporting material related to or associated with all fees, expenses and other items invoiced to Company for period of not less than three (3) years following the expiration, completion, cancellation, or termination of this Agreement. Consultant agrees that Company will have the right to review, audit, and copy such material at any time. Such right to audit and copy will survive the expiration, completion, cancellation, or termination of this Agreement.

(g). As to both fees and expenses, Consultant will adhere, and require its Representatives to adhere, to the requirements set forth in this Section of this Agreement.

6. Propriety Interests. All work product, including, without limitation, all materials, notes, charges, data, information, studies, models, photographs, reports and other documentary information of Consultant and its Representatives prepared pursuant to this Agreement (collectively, "**Work Product**") is "works made for hire" (as defined in the Copyright Act, as amended, 17 U.S.C.A. § 101 *et seq.*). Company will have exclusive title and ownership rights, including all intellectual property rights, in all Work Product. To the extent that exclusive title and/or ownership rights may not originally vest in Company as contemplated in this Agreement, Consultant hereby irrevocably assigns all right, title, and interest, including any intellectual property and ownership rights, in the Work Product to Company and will cause Representatives to irrevocably assign to Company all such rights in the Work Product. Consultant will, and will cause Representatives to, give Company all reasonable assistance and execute all documents necessary to assist with enabling Company to prosecute, perfect, register, or record its rights in any Work Product.

7. Protected Information.

(a). In the performance of its obligations under this Agreement, Consultant will have access to tangible and intangible non-public and/or proprietary business information and data that is owned by, controlled by, or in the possession of Company that is treated as confidential, proprietary, or otherwise not subject to public disclosure, including, without limitation, technical, business, marketing, financial, operations, personnel and customer information, know-how, inventions, trade secrets, computer programs, databases, and network architecture ("**Protected Information**"). Protected Information also includes any documents, notes, or other materials that contain, reflect, or are generated from any Protected Information. Consultant agrees that any Protected Information that is disclosed to it (by Company or otherwise) will, at all times, remain the exclusive property of Company and will be used by Consultant and its Representatives solely for the purpose of performing Consultant's obligations under this Agreement for the exclusive benefit of Company. Consultant agrees to hold confidential, refrain from unauthorized storage and disclosure of, and to exercise reasonable efforts, consistent with the efforts Consultant exercises to protect information of its own that it regards as confidential (but in no case less than a reasonable standard of care) to keep in confidence and not disclose to unauthorized persons any Protected Information. Consultant is authorized to disclose such information only to Representatives who have a need to know consistent with Consultant's rights and obligations under this Agreement; provided, however, any such Representative must be under contractual or other written obligation to maintain the confidentiality of any Protected Information disclosed to it. Consultant acknowledges that Company would be irreparably injured by a breach of the requirements of this Section, and that Company, in addition to any other remedies available at law or in equity, will be entitled to injunctive relief and specific performance in the event of any such breach. Consultant will be fully responsible for any breach of this Agreement by its Representatives.

(b). Consultant agrees to treat this Agreement, the existence of this Agreement, the business relationship established hereunder, and the Services performed pursuant to this Agreement as Protected Information. Consultant will not issue or make any public statement concerning the work hereunder or the existence of this Agreement without Company's prior consent, except to the extent required by law.

(c). Unless otherwise prohibited by applicable law, Consultant will (i) immediately notify Company in writing of any statutory requirement, regulatory request, or legal process served on Consultant or Representatives for the purpose of obtaining Protected Information and (ii) permit Company adequate time and control to exercise its legal options to prohibit or limit disclosure. In the event that any disclosure is required, Consultant or Representatives must furnish only that portion of Protected Information that is legally required and must exercise its best efforts to obtain a reliable assurance that confidential treatment will be accorded Protected Information that is disclosed.

(d). Consultant will establish and maintain policies and procedures designed to ensure that Consultant and Representatives maintain the confidentiality, integrity, and security of Protected Information. Consultant will immediately notify Company, and no other, in writing upon the discovery or reasonable belief of the loss or unauthorized use or disclosure of Protected Information. Consultant will identify: (i) the nature of the unauthorized use or disclosure, (ii) the Protected Information used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Consultant has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Consultant has taken or will take to prevent future similar unauthorized use or disclosure. Consultant will fully cooperate with Company to investigate and resolve any data privacy or security issues involving Protected Information, including any security breach and/or notifications related thereto.

Consultant will be responsible for all costs related to or arising from any security breach, including investigating the security breach, providing notification to all individuals affected by the security breach and the recovery of Protected Information, if applicable. The provision of such notifications, if any, including the content, will be solely at the discretion and direction of Company.

(e). The obligations of this Section will survive for a period of three (3) years after the expiration, completion, cancellation, or termination of this Agreement, and, with regard to trade secrets, for so long as such items remain trade secrets under applicable law. Upon the expiration, completion, cancellation, or termination of this Agreement, Consultant will (i) immediately return to Company any and all tangible and written expressions of all trade secrets and other Protected Information of Company in the possession of Consultant and its Representatives, (ii) permanently delete, destroy, and/or erase any and all copies of Protected Information saved or stored on any and all media, and (iii) certify in writing by an officer of Consultant that Consultant has completed and complied with the foregoing requirements.

8. **Independent Contractor.** The parties acknowledge and intend that the relationship of Consultant, including its Representatives, to Company under this Agreement will be that of an independent contractor and not that of an employee or agent. In performing its duties under this Agreement, Consultant will complete the Services according to its own means and methods of work, which will be in the exclusive charge and control of Consultant and which will not be subject to the control or supervision of Company; provided, however, that Company may instruct Consultant in the type and scope of Services and may inspect the results of Consultant's work under this Agreement. Consultant will determine its own working hours and schedule. Consultant is liable for acts or omissions of all Representatives. Representatives have no right to participate in Company's employee benefit plans as a result of providing Services. Company will not deduct from Consultant's compensation hereunder, or pay on its behalf, any taxes for state or federal income tax withholding, or contributions required under the Federal Insurance Contribution Act or under the Federal Unemployment Tax Act. Consultant agrees to pay all taxes and file all returns that are applicable to its compensation under this Agreement as an independent contractor and to indemnify and hold harmless Company from and against any claim for such taxes. No partnership, joint venture, agency, or employment relationship is created by this Agreement or any activity under this Agreement, and Consultant will not act as an agent or employee of Company.

9. **Subcontracting.** The Services are in the character of a personal services contract and Consultant may not engage others to assist in providing the Services nor assign this Agreement without the prior written consent of Company. Company, in its sole discretion, may decline to approve any proposed subcontractors. Consultant will require any approved subcontractors to comply with all of the provisions that Consultant is required to comply with under this Agreement, including the requirements that are set forth above in the Section entitled "Fees and Expense Reimbursement".

10. **Lawful Conduct.**

(a). In its performance under this Agreement, Consultant will comply with all federal, state, and local laws, regulations, governmental orders and other legal or regulatory mandates governing its obligations and the work, whether in the United States of America or any foreign jurisdiction. Without limiting the generality of the foregoing, of particular importance to Company are those laws and regulations that regulate or proscribe conduct related to lobbying, political campaign contributions or other dealings with public officials or candidates for public office.

(b). Consultant will indemnify and hold harmless the Persons Indemnified (as defined in the Section entitled "General Indemnification") from and against any and all loss, damage, costs (including, but not limited to, attorneys' fees, expert fees and expenses, and court costs), or liability resulting from any Claim (as defined in the Section entitled "General Indemnification") presented or brought against the Persons Indemnified caused by, arising out of, or related to the violation of any such laws or regulations by Consultant or its Representatives.

(c). The parties expressly acknowledge that all amounts paid by Company to Consultant consist solely of payment for Services rendered or reimbursement of proper expenses related thereto, and no portion of such payment will be forwarded to any candidate for political office or any candidate's campaign committee or to any other entity if Company itself could not lawfully make such a payment. While Consultant expressly agrees not to make any campaign contributions for or on behalf of Company in any form, it retains its personal right and that of its Representatives to make such contributions as they choose to make in their capacities as separate entities or individuals.

(d). Company is a government contractor under an Areawide Public Utilities Agreement with the General Services Administration of the United States Government. Consultant agrees that each of the sections contained in the Federal Acquisition Regulations referred to below will be incorporated into and form a part of the Agreement as if set forth herein in full text, and Consultant will comply therewith, if the amount of the Agreement and the circumstances surrounding its performance require Company to include such section in agreements between Company and others:

- (1) 52.203-3 Gratuities (APR 1984)
- (2) 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
- (3) 52.203-7 Anti-Kickback Procedures (MAY 2014)
- (4) 52.219-8 Utilization of Small Business Concerns (OCT 2014)
- (5) 52.219-9 Small Business Subcontracting Plan (OCT 2014)
- (6) 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- (7) 52.222-26 Equal Opportunity (MAR 2007)
- (8) 52.222-37 Employment Reports on Veterans (JUL 2014)
- (9) 52.222-40 Notification of Employee Rights under the National Labor Relations Act (DEC 2010)
- (10) 52.222.50 Combating Trafficking in Persons (FEB 2009)
- (11) 52.222-54 Employment Eligibility Verification (AUG 2013)
- (12) 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

Upon written request, Company will provide the full text of any of the above sections incorporated herein by reference.

Consultant warrants and represents that neither it nor any of its Representatives is debarred, suspended or proposed for debarment as a contractor or subcontractor to any department, agency or other division of the United States Government. In the event that Consultant or any of its Representatives become debarred, suspended or proposed for debarment during the term of this Agreement, Consultant will immediately notify Company verbally and in writing.

Consultant certifies that no federal funds have been paid or will be paid to any person including any registered lobbyists for influencing or attempting to influence an officer or employee of any federal agency in connection with this Agreement or subsequent amendments of this Agreement.

If Consultant is subject to the requirements set forth in Federal Acquisition Regulation 52.219-9, Consultant will, (i) adopt a subcontracting plan ("Plan") that complies with the requirements of 52.219-9, (ii) provide a written copy of that Plan to the Company, and (iii) if requested, provide

timely periodic report(s) to the Company that reflect the amounts paid to subcontractors who are a small business concern, veteran-owned small business concern, service-disabled veteran-owned small business concern, HUBZone small business concern, small disadvantaged business concern, or women-owned small business concern.

11. Compliance with Site and Security Rules and Regulations. Consultant must ensure that Representatives, while on any Company Work Site, comply with all of the most recently updated Company site and security rules, regulations, policies, special conditions, and guidelines, including electronic communications policies. “**Company Work Site**” means the physical locations and any computer, electronic, network, internet, intranet, or virtual locations, sites, systems, and applications (owned or controlled by Company) that may be accessed by Consultant or Representatives to perform the Services. Upon request, Company will provide such rules and policies to Consultant. If at any time during the term of this Agreement, Consultant or Representatives fail to comply with Company’s site and security rules, regulations, policies, special conditions, and guidelines, Company may exercise all legal and equitable remedies, including the right to refuse access to a Company Work Site, the right to have Representatives removed from a Company Work Site, and the right to terminate this Agreement.

12. Drug-Free and Alcohol-Free Workplace. Company is committed to maintaining a drug and alcohol free workplace. No person, including Consultant and its Representatives, may enter a Company Work Site under the influence of alcohol or any drug that he or she is not receiving in connection with a lawfully issued prescription. Consultant and its Representatives will not possess or use alcoholic beverages on a Company Work Site except for appropriate refreshments that may be served by Company at social events approved by senior management. Company reserves the right to refuse Company Work Site entry, or have removed from a Company Work Site, Consultant or any of its Representatives found in violation of this Section of this Agreement.

13. No Toleration of Unacceptable Behaviors (Ethics).

(a). Consultant and its Representatives must at all times conduct its business activities pursuant to this Agreement in a highly ethical manner and in compliance with all laws and regulations. Representatives must not, at any time, exhibit the following behaviors:

(1) Harassment or discrimination of any kind or character, including, but not limited to, conduct or language derogatory to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, sexual orientation, gender identity, or any other protected class that creates an intimidating, hostile, or offensive working environment. Specific examples may include, but are not limited to, jokes, pranks, epithets, written or graphic material, or hostility or aversion toward any individual or group;

(2) Any conduct or acts such as threats or violence that create a hostile, abusive, or intimidating work environment. Examples of such inappropriate behaviors may include, but are not limited to, fighting, abusive language, inappropriate signage, use or possession of firearms on Company property, destruction of Company’s or Affiliates’ property or the property of their employees, and the threat of any of the foregoing activities;

(3) Work practices that are unsafe or harmful to the natural environment;

(4) Use of Company’s or Affiliates’ computers, e-mail, telephone, voice-mail system, or other communication system that in any way involves material that is obscene, pornographic, sexually oriented, threatening, hostile, abusive, or otherwise derogatory or offensive to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, sexual orientation, gender identity, or any other protected class;

(5) The use of, being under the influence of, or possession of alcoholic beverages (except for appropriate refreshments that may be served by Company at social events approved by senior management) or unlawful drugs on a Company Work Site;

(6) Engagement in any activity that creates a conflict of interest, or appearance of a conflict of interest, or that jeopardizes the integrity of Company, Affiliates, or Consultant (including, but not limited to, providing gifts and gratuities to Company employees); and

(7) Posting in any social media forum (Facebook, Twitter, blogs, etc.) or communicating in any other public setting in a manner that violates any of the provisions of this Agreement, regardless of whether those postings or communication are made using Company resources, Consultant resources, or any Representative's resources, during or outside of work hours. Examples include, but are not limited to, divulging Protected Information or making harassing or discriminating statements about, or directed at, employees or customers of Company or Affiliates. No Representative will imply or in any way indicate that he/she speaks on behalf of Company or Affiliates in any social media forum or any other public setting. Company reserves the right to monitor all communication made by Representative on Company-owned equipment, including laptops, cellular telephones, and portable computing devices (e.g., Blackberry, Smart Phone, etc.) and Representative has no reasonable expectation of privacy in such communications. Company's right to monitor includes, but is not limited to, the right to archive, store, and forensically recover electronic communications on Company-owned equipment.

(b). Consultant will communicate these required behaviors to all Representatives that assist Consultant in its performance of Services. Consultant will, at a minimum, comply with these behavior standards and will require and ensure that all Representatives comply with the same behavior standards during the term of this Agreement.

(c). Consultant will indemnify and hold harmless the Persons Indemnified (as defined in the Section entitled "General Indemnification") from and against any and all Claim/s (as defined in the Section entitled "General Indemnification") presented or brought against the Persons Indemnified however caused and regardless of whether arising out of the joint, concurrent, or contributory negligence of Persons Indemnified, including, without limitation, reasonable attorneys' fees and costs, arising from or related to Consultant's failure, or the failure of any Representative, to comply with any behavior standards. Notwithstanding anything in this Agreement to the contrary, in the event that Company, at any time in its sole discretion, concludes that Consultant or a Representative has breached its obligations under this Section, Company will have the right, in addition to all remedies that may be available at law or equity, to terminate this Agreement immediately and without penalty.

(d). If a Representative observes a Company or Affiliate employee doing, or is ever asked by a Company employee to do, something the Representative considers to be unethical, illegal or in violation of the applicable behavior standards, Consultant will notify Company's or Affiliate's management immediately or call the Concerns Program at (800) 754-9452.

14. General Indemnification. Consultant will indemnify, defend (if requested by Company) and hold harmless Company, Affiliates, The Southern Company, the respective directors, officers, employees, representatives, agents, successors, and assigns of each of them, and all persons or entities claiming through them ("**Persons Indemnified**") from and against any and all loss, damage, costs (including, but not limited to, attorneys' fees, expert fees and expenses, and court costs), or liability resulting from any and all demands, claims, suits, costs, fines, penalties, proceedings, or actions of any kind or character ("**Claim**") presented or brought against the Persons Indemnified caused by, arising out of, or related to any act or omission of

Consultant or any Representatives, anyone directly or indirectly employed by any of them (including any approved subcontractors and any persons directly or indirectly employed by an approved subcontractor), or anyone for whose acts any one of them may be liable that is in any way associated with or connected with any obligation of Consultant, right of Company, or the Services in whatever manner the same may be caused and regardless of whether the same may be caused by or arise out of the joint, concurrent, or contributory negligence or wrongful intentional act or omission of the Persons Indemnified or any other persons or entities not a party to this Agreement; provided, however, if any Claim is determined to have been caused by or to have arisen out of the sole negligence or wrongful intentional act or omission of the Persons Indemnified, then Consultant will not be liable under this *General Indemnification* Section. Consultant's indemnity obligation will include, without limitation, court costs, attorneys' fees, costs of investigation, costs of defense, expert fees and expenses, settlements, and judgments associated with any Claims. Consultant will further be liable for the costs of repair or replacement of any property of the Persons Indemnified that is damaged by any act or omission (whether negligent or otherwise) of Consultant or Representatives under this Agreement.

15. Consultant's Representatives. Company has the right at any time to require Consultant to remove any Representative from performing Services hereunder if Company, at its sole discretion, determines that it is in Company's best interest that such Representative be removed from the performance of such Services.

16. Reports. Upon the request of Company, Consultant will submit to Company's authorized representative periodic written reports describing in detail the Services performed and results achieved during the relevant time period, the Services Consultant intends to perform during the remainder of the term of this Agreement, and any recommendations for actions or activities on particular issues. Each such report will include, at a minimum, an overview of the issues and activities in which Consultant was involved on Company's behalf, Consultant's role in those issues and activities, and, if Company determines the information to be appropriate, the names of individuals or organizations with which Consultant has made contact in its provision of Services to Company, the purpose of such contacts, and the issues discussed.

17. Equal Employment Opportunity.

(a). Consultant will comply with all applicable federal and state fair employment laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990, and all provisions of Executive Order 11246 as amended, 41 CFR 60-1, and all of the rules, regulations and relevant orders of the Secretary of Labor. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, veteran status, genetic information, gender, sex, sexual orientation, gender identity, national origin, or any classification protected by federal, state or local law. Consultant will take affirmative action as required by law and to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, gender, color, religion, age, national origin, physical handicap, veteran status, or any classification protected by federal, state or local law. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices which state that all qualified applicants will receive consideration for employment without regard to race, gender, sex, sexual orientation, gender identity, color, religion, age, national origin, physical handicap, or veteran status.

(b). In accordance with the U.S. Department of Labor's regulations implementing the Vietnam Era Veterans Readjustment Assistance Act (VEVRAA, as amended) at 41 CFR Part 60-300, Company and Consultant will abide by the requirements of 41 CFR 60-300.5(a). **This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

(c). In accordance with the U.S. Department of Labor's regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) at 41 CFR Part 60-741, Company and Consultant will abide by the requirements of 41 CFR 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

18. Miscellaneous.

(a). **Notices.** Any notice required to be given by one of the parties to this Agreement to the other will be in writing, properly addressed, and will be deemed duly given (i) upon personal delivery (against receipt); (ii) on the fourth day following the date on which each such notice is deposited, postage prepaid, in the United States mail, registered or certified, return receipt requested; or (iii) on the next business day after being sent by a nationally recognized overnight courier service that provides proof of receipt. Company's and Consultant's notice information is set forth in Exhibit A.

(b). **Governing Laws; Cumulative Remedies.** The validity, interpretation, and performance of this Agreement and each of its provisions will be construed, governed by, and enforced in accordance with the laws of the State of Alabama, without regard to its choice of law principles, and resolved in the state or federal courts in Alabama. Consultant hereby consents to venue and jurisdiction in such courts, and, to the fullest extent permitted by applicable law, waives any objection to such venue or jurisdiction. Subject to any applicable limitation of liability set forth in this Agreement, the rights and remedies of Company are cumulative and in addition to any and all rights and remedies provided by law or equity.

(c). **No Waiver.** No waiver by Company, either by act or failure to act, or any default by or obligation of Consultant in the performance of its obligations under this Agreement will be deemed or construed to be a waiver, whether prior or subsequent, of the same or any other default by or obligation of Consultant.

(d). **Survival.** The Sections entitled "Proprietary Interests", "Protected Information", "Subcontracting", "General Indemnification", and "Miscellaneous" of this Agreement will survive the termination of this Agreement as well as any transfer, assignment, novation, sale, merger, consolidation, or other change in control of the parties.

(e). **Severability.** This Agreement is made subject to applicable law. The unenforceability or invalidity of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions thereof, but such remaining provisions will be construed and interpreted in such a manner as to carry out fully the intent of the parties; provided, however, that should any judicial body interpreting this Agreement deem any provision thereof to be unreasonably broad in time, scope, or otherwise, it is the intent and desire of the parties hereto that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

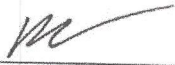
(f). **Incorporation of Exhibits.** The exhibits referenced in this Agreement are incorporated in their entirety into and will operate as if written at length in this Agreement.

(g). **Entire Agreement.** This Agreement embodies the entire agreement between the parties concerning the subject matter hereof, supersedes all prior or contemporaneous negotiations, promises, representations, or agreements, either written or oral, of either or both parties in connection therewith. This Agreement may not be modified in any way without the signed, written agreement of both parties.

(h). **Multiple Originals.** Multiple originals of this Agreement may be executed, each of which will be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Alabama Power Company

By: 

Name: Bertram K. Orum

Title: Compliance and Contracts Manager

Date: 6/29/2018

Perkins Communications, LLC

By: 

Name: Joseph W. Perkins Jr.

Title: Owner

Date: 7/13/18

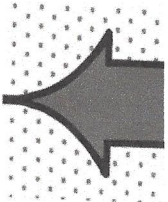


EXHIBIT A

1. Scope of Professional Services

External Affairs:

Issue Management

- Provide research, consulting, and planning for macro policy and public issues that are relevant to Company. This includes crisis management and long-range issues.
- Provide writing, statistical analysis, and background research on policy issues.

Organizational Consulting

- Provide consulting and planning with respect to organizational structure, performance, and design.
- Provide strategic planning and tactical recommendations to Company management.

Data Analysis

- Provide independent analysis of quantitative and qualitative data from sources such as surveys, economic models, or policy whitepapers. This analysis can be used by Company leaders to make more informed decisions.

Macro Policy Coordination and Development

- Provide research, consulting, and planning for policy areas that overlap the areas of economic development, environmental affairs, public relations, and governmental affairs.

External Relations

- Provide on-going direct relations with various groups that may have impact on Company policy and well-being. Such groups include, but are not limited to, the following:
 - The Alabama Education Association
 - The Alabama AFL-CIO
 - The National Southern Christian Leadership Conference
 - Education groups and associations
- Provide information on relevant positions of external organizations and analysis of positions, actions and policies that may affect Company.

Public / Media Relations:

- Periodically review Company research data and provide insight on the Company's standing with consumers and influential groups.
- Provide assistance in direct contact with media representatives as requested.
- Write and otherwise prepare company positions on crucial public issues.
- Consult with Company's public relations and media relations staff on message formation and media relations.

Community Relations:

Black Belt Development

- Continue strategic consulting and issue research that promotes Company's commitment to helping develop the Black Belt region. The process of development of the Black Belt both as an economic development and community relations issue has been and will be a major issue for Alabama.

2. Term of Agreement

The term of this Agreement will commence on August 1, 2018 and will continue in effect through July 31, 2019 in accordance with the Section of this Agreement entitled "Term of Performance and Termination".

3. Fees To Be Paid

Company will pay Consultant a fee of one hundred twenty-four thousand dollars (\$124,000) per month for Services rendered under this Agreement. Company will remit fee payments on or before the 10th business day of each month, without invoicing by Consultant.

4. Expenses To Be Reimbursed

See the Section of this Agreement entitled "Fees and Expense Reimbursement" for expense criteria and requirements.

5. Notice Address and Contact Information

	Consultant	Company
Contact Name:	Joseph W. Perkins, Jr.	Zeke W. Smith
Mail Address:	Perkins Communications, LLC P.O. Box 837 Northport, AL 35476	Alabama Power Company 600 North 18 th Street /18N-0001 P.O. Box 2641 Birmingham, AL 35291
Tax I.D.	[REDACTED]	N/A
Office Telephone:	(205) 339-1547	(205) 257-2167
Fax:	-	(205) 257-2991
Cell Phone:	[REDACTED]	-
Email Address:	[REDACTED]	zwsmith@southernco.com