

9. ASSIGNMENT OF CONTRACT

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto but no assignment shall be binding upon Company until accepted in writing by the latter.

10. TERM OF AGREEMENT

The term of this Agreement shall be from the date service is first made available hereunder to **April 1, 2024**, and shall be automatically extended for successive periods of one year each until terminated by written notice given by one party to the other not more than six months nor less than three months prior to the expiration date of the initial term or any anniversary thereof. Customer's obligation to pay the monthly minimum contained in § 4 does not terminate with the initial term of this Agreement, but continues in effect as long as service is provided hereunder.

If Customer requests cancellation of this Agreement after the date entered in the preamble above and before the effective date of the Agreement, Customer will be responsible and shall pay for all costs incurred by the Company regarding provision of the service defined in § 1 from that date to the date of Company's receipt of the Customer's written request for cancellation.

11. CUSTOMER'S USE OF SERVICE AND IMPACTS ON COMPANY'S SYSTEMS

To prevent or correct interference with the service to other Entergy customers, the Customer's electrical equipment shall not cause the voltage on the Company's system to drop below nor rise above the range required of utilities by the Arkansas Public Services Commission's Special Rules – Electric, Rule 6.01, Section A, and shall not cause excessive voltage flicker, as defined by IEEE Std. 141-1993. The voltage flicker is not to exceed 2% on transmission, 3% at the substation, or 5% on distribution. The Customer's equipment shall not introduce excessive total harmonic distortion as defined by IEEE Std. 519. Additionally, individual harmonic distortion at the point of common coupling with the customer shall be less than 1%. If harmful effects are experienced by other customers due to the operation of Customer's equipment, it shall be the Customer's responsibility, at Customer's expense, to take corrective actions to comply with the above standards. Failure to comply may be cause for suspension of service, pursuant to the Arkansas Public Services Commission's General Service Rules, Rule 6.01, Section J. Customer assumes all responsibility on customer's side of the point of delivery for the electric service supplied or taken, as well as for the electrical installation, appliances and apparatus used in connection therewith.

12. OTHER PROVISIONS

Any other provisions appended to this Agreement are made a part hereof.

13. ENTIRETY OF AGREEMENT

This constitutes the entire and only agreement between the Parties hereto with reference to the subject matter hereof and supersedes all previous understandings whether written or oral.

14. APPROVAL

This Agreement is contingent upon approval by Company's President; Vice President or Department Director.