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J. David Palmer
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August 31, 2026

Ms. Karen Shook, Secretary
Arkansas Public Service Commission
1000 Center Street
P. O. Box 400
Little Rock, Arkansas 72201

Re: APSC Docket No. 26-011-U
In the Matter of the Application of Entergy Arkansas, LLC for a Public Interest Finding Regarding Additional Customer Protection Terms in the Agreement for Electric Service with Avaio Digital Partners

Dear Ms. Shook:

On August 14, 2026, Entergy Arkansas, LLC (EAL) submitted its Response to General Staff's Motion to Disclose Information Redacted Pursuant to Order No. 2 (Motion). In its Response, EAL committed to providing a revised version of the Agreement for Electric Service (AES) and supporting materials that unredacts discrete items agreed upon with Avaio Digital Partners (Avaio) while maintaining redactions narrowly tailored to protect Avaio's account information and competitively sensitive terms. Enclosed is the information reflecting the material that Avaio has agreed can be unredacted and publicly disclosed.

Sincerely,

/s/ J. David Palmer

JDP/et

c: All Eligible Parties of Record

The Agreement for Electric Service

This Agreement for Electric Service (the "**Agreement**"), made and entered into on this 8th day of December, 2025 ("**Effective Date**"), by and between ADP Little Rock Data Hub, LLC ("**Customer**") and Entergy Arkansas, LLC ("**EAL**" or the "**Company**") (EAL and Customer, each a "**Party**," collectively, the "**Parties**"), pursuant to which Customer shall purchase and receive from EAL and EAL shall sell and deliver electric power and energy to serve Customer's data center located in Pulaski County, Arkansas at or near the City of Wrightsville, Arkansas up to the Customer Full Demand ("**Project**"), consistent with the terms and provisions hereof.

1. TERM; CHARACTERISTICS OF SERVICE

The "**Initial Term**" of this Agreement begins on the initial ramp and shall continue for fifteen (15) years (180 months) from the date on which Customer achieves its full 150 MW (156,250 kVA) load ("**Customer Full Demand**") (estimated to be on or around January 1, 2028) as reflected in Table 1. Customer's Contract Ramp. This Agreement is subject to review and approval by the Arkansas Public Service Commission ("**APSC**" or the "**Commission**") and is expressly conditioned on approval by the APSC without material modification (including as to revenues) ("**APSC Approval**"); if the APSC does not approve this Agreement, Customer is not entitled to refunds or credits from EAL related to expenditures or contractual commitments to expenditures made with respect to the Project. Further, the effectiveness of this Agreement is subject to all internal approvals required by EAL and Customer, in each Party's sole and absolute discretion, which may include, without limitation, approval by management and/or the board of directors, and EAL and Customer shall provide notice to the other Party if such approvals are not received. If the APSC Approval is not received, then this Agreement will terminate without any further liability to either Party, except that Customer is not entitled to any refunds for payments already made as described above.

This Agreement shall be subject to successive five-year automatic renewal terms (each a "**Renewal Term**," and together "**Renewal Terms**;" with the Initial Term and Renewal Terms collectively referred to as the "**Term**"). Nothing in this Agreement shall be interpreted to be inconsistent with the Reimbursement Agreement entered into by the Parties on July 31, 2024 ("**Reimbursement Agreement**"), which shall remain in full force until this Agreement becomes effective after APSC Approval; however, in the event a conflict arises between the terms of this Agreement and terms of the Reimbursement Agreement, the terms of this Agreement shall control. Similarly, nothing herein shall be interpreted as inconsistent with the Parties' Facility Study Agreement, and in the event a conflict arises between the terms of this Agreement and the terms of the Facility Study Agreement, the terms of this Agreement shall control.

Company shall make available to Customer on or around June 30, 2027 ("**Customer ISD**"), electric service at the Delivery Point (as defined below) specified herein up to a maximum of [redacted] the Customer Full Demand of 150 MW on or around [redacted] ("**Customer Full Demand Date**"). Company shall deliver three-phase electric service, at approximately 115,000 volts, with nominal frequency of 60 cycles per second. Customer ISD for purposes of minimum billing and initiation of payment shall be the latter of: (i) [redacted]; or (ii) the date the Company makes such service available to Customer without regard to whether Customer has taken action to receive such service. In consideration of Customer agreeing to provide a Contribution in Aid of Construction ("**CIAC**") for the Project pursuant to Paragraph 15.A, the Customer ISD will not change but minimum billing and initiation of payment may be delayed by no more than ninety (90) days due to Force Majeure Events or delays in issuance of permits or authorizations required for the Project that are beyond the reasonable control of Customer by providing fourteen (14) days written notice to EAL of the extension. This extension shall not apply and does not relieve Customer's obligations to provide credit support in accordance with the dates set forth in Table 2. Company will use due diligence to begin service hereunder on the Customer ISD, but EAL's failure to do so shall not constitute a breach of this Agreement unless such failure is not

in accordance with Good Utility Practices. Pricing, terms, and conditions set forth in this Agreement apply only to Customer's initial 150 MW load and Customer's ramp schedule set forth in Table 1 of this Agreement; any potential expansions by Customer in Arkansas will be subject to separate APSC review and approval of separate terms and conditions to be negotiated by Customer and EAL at the time future expansions are identified and become known. Similarly, the Parties agree that renewable offerings are not included in this Agreement and that any future renewable offerings arising out of the Parties' ongoing discussions shall be additive to the existing terms under this Agreement and shall be subject to separate contractual negotiations and APSC approval.

2. DEFINITIONS

Firm Service – The then-applicable Maximum Contract Demand for the Project supplied under one of Company's standard electric service schedules.

Good Utility Practices - The practices, methods and acts engaged in or approved by a significant proportion of the electric industry during the relevant time period, or any of the practices, methods and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition.

Reimbursable Costs - The actual, reasonable and necessary costs, expended in a manner consistent with Good Utility Practices to deliver the required supply of power to the Project, including but not limited to materials costs, labor costs, labor costs overheads, costs associated with third party vendors and consultants, costs associated with procurement of real property rights, costs associated with securing all necessary approvals, taxes, tax gross-up charges, capital suspense charges and overheads incurred by EAL in connection with the Project and/or the performance of its obligations under this Agreement.

3. RATES FOR SERVICE; RIDERS

Throughout the Term of this Agreement, Company shall supply, and Customer shall take and/or pay for all Firm Service required by Customer for the above operation in accordance with Rate Schedule No. 8, Large Power Service ("**LPS**"), a copy of which is attached hereto and made a part hereof. Additionally, Customer shall be subject to Company's Policy Schedule No. 9, Service Regulations as approved by the Commission, or such other effective superseding Rate Schedule(s) and Service Regulations applicable to Customer and/or electric service delivered to the Project, as may be authorized by duly constituted regulatory authority exercising lawful jurisdiction, or as may become effective in the manner provided by law.

The Parties intend that Customer shall pay the rates charged to LPS customers only as consistent with the terms of this Agreement, and Customer understands that Customer shall not be eligible to subscribe to other voluntary tariffs and schedules of the Company unless expressly approved by Company in advance. Customer acknowledges that it may not be eligible to subscribe to such other, voluntary schedules in the same manner as other LPS customers and without additional rates, terms, and conditions. Customer's rate shall not be eligible for the VAR discount, and Customer shall not be eligible to subscribe to Company's Rate Schedule No. 41, Optional Interruptible Service Rider and Customer agrees that it may not be eligible to subscribe to all EAL rate schedules in the same manner as other LPS customers. Pursuant to the terms of LPS, Customer shall pay all mandatory and applicable riders consistent with Rate Schedule No. 17, Table of Riders Applicable to Rate Schedules, as that table may

be amended and updated from time to time. Customer will be subject to all rates, terms, and conditions applicable to other LPS customers except as noted above and except to the extent such rates, terms, and conditions are inconsistent with the specific provisions set forth under this Agreement. In the event of any conflict between the provisions of those schedules and service regulations and the terms of this Agreement, the terms of this Agreement shall control.

4. MINIMUM BILLING

No monthly bill for electric service shall be less than [redacted] of Customer's maximum contract demand subject to Customer's ramp schedule noted in Table 1 below. Customer's minimum monthly bill will be the greater of: (i) the actual billed amount if Customer's actual demand is equal to or greater than the Minimum Billed Demand in Table 1 below; or (ii) [redacted], plus the LPS customer charge, plus the LPS Formula Rate Plan applied to the sum of the demand charge, energy charge, and customer charge, plus all mandatory and applicable riders consistent with Rate Schedule No. 17 if actual demand is less than the Minimum Billed Demand in Table 1. The billed kW shall be the actual measured kW unless Customer's power factor is below 90 percent, in which case billed kW shall be Customer's metered kVa x 0.90. Customer's minimum billing shall be based on the minimum kW in the ramp schedule or the actual kW (either kW or 0.90 x kVa if the power factor is below 90 percent), whichever is higher. Table 1 below reflects the schedule of Customer's contracted minimum and maximum load allowable ramp. In the event that Customer operates its equipment at a power factor of less than 96% lagging, which creates reliability or system stability issues for the EAL power grid in real time or in modeled scenarios, the Parties will confer to determine a cost effective remedy for such reliability or system stability issues, and unless installed by Customer behind-the-meter, EAL will charge Customer for the costs of system upgrades necessary to restore system stability or reliability to the extent caused by Customer's reduced power factor.

Table 1
Customer's Contract Ramp

Start Date	Minimum Billed Demand (kW)	Maximum Contract Demand (kW)
[redacted]		
[redacted]		150,000

Consistent with the terms of this Agreement, EAL shall provide Customer up to the number of kilowatts of power set forth in Table 1 under the heading of "Maximum Contract Demand" with respect to each time period set forth on Table 1 that Customer has established as its power demand for the project ("**Maximum Contract Demand**"). Customer's demand shall commence on the Customer ISD and, ramping up at the Customer Full Demand Date, as provided in Table 1 and the terms of this Agreement ("**Load Ramp**"). Following the Customer ISD and the Customer Full Demand Date, Customer shall pay no less than a minimum monthly bill consistent with the terms of this Agreement regardless of whether Customer's actual demand is less than the Minimum Billed Demand.

5. DEPOSIT; CREDIT SUPPORT

EAL collects deposits consistent with the Commission's General Service Rule, Section 4, Deposits. Accordingly, at least thirty (30) days before the Customer ISD, Customer shall provide EAL a billing deposit in the amount of [redacted], based on an estimated two (2) months of monthly billings in the form of (i) cash or (ii) irrevocable standby letter that is (a) reasonably acceptable to EAL, and (b) issued by a U.S. bank or branch with a credit rating of assigned to such entity by Standard & Poor's Rating Group (or any successor) of at least A- or by Moody's Investor Services, Inc. (or any successor) of at least A and assets of at least $10 billion ("**Billing Deposit**"). Such Billing Deposit will be held by EAL throughout the Initial Term and all Renewal Terms, and EAL can draw on the Deposit if Customer has

unpaid bills at the time of termination and does not pay them by the due date stated on the bills but in no case longer than (thirty) 30 days of termination.

Additionally, Customer shall furnish EAL at Customer's sole expense with security in the form of [redacted] in the amounts shown under the column marked "Collateral Security" in Table 2 below ("**Collateral Security**") as of the date indicated for such amount. [redacted]

Table 2
Credit Support Requirements

DATE	Billing Deposit	Collateral Security	Total Credit Support
[redacted]			
[redacted]			
[redacted]			

6. DELIVERY POINT

The point of delivery shall be the point at which the facilities of Company connect to Customer's 115kV equipment at the Project located in Pulaski County, Arkansas at or near the City of Wrightsville, Arkansas ("**Delivery Point**").

EAL will install and maintain its lines and equipment on EAL's side of Delivery Point. Only EAL's employees or designated contractors are authorized to connect EAL's service lines to Customer's service terminals. EAL will install and operate its electrical equipment in accordance with Good Utility Practices, including the National Electrical Code and the National Electrical Safety Code, as applicable. EAL assumes all responsibility for said installation and operation of the service on EAL's side of Delivery Point and will hold Customer harmless from and against all liability on account of damage to persons or property occasioned by, or in any way resulting from, any dangerous or defective condition on EAL's side of Delivery Point, unless caused solely by Customer's negligence. Customer shall be under no obligation whatsoever to inspect EAL's installation of equipment.

7. BREACH; TERMINATION; SUSPENSION OF SERVICE; PARTIES' COOPERATION TO SOLVE DISPUTES; MATERIAL MODIFICATION OF THE AGREEMENT

A. Events of Breach and Payment Due Upon Termination

Payment due dates are as set forth in Paragraph 17.A of this Agreement ("**Payment Due Date**") and payment due dates for CIACs are set forth in Table 3. In the event Customer does not remit in full any payment on or by the respective Payment Due Date or a CIAC payment by the due date set forth in Table 3 and in the form required (e.g., acceptable wire transfer), Customer shall be deemed to be in default and in breach of this Agreement. Any suspension of service for non-payment of bills shall be without prejudice to any other right of action to which Company is entitled.

In the event Company terminates this Agreement for any breach or default on the part of Customer (e.g., Customer fails to make payment when due; fails to perform or comply with any material obligation; fails to adhere to the credit and security requirements; makes an incorrect or misleading representation to such an extent it prevents performance under the agreement; becomes bankrupt; or unilaterally, permanently ceases operation of the Project), there shall immediately become due and payable within thirty (30) days of the earlier of the date of Customer's breach or from EAL's notice of breach to Customer as liquidated damages and not by way of penalty, a sum grossed up for income taxes and equal to the total minimum monthly bills that Customer would have paid during the unexpired Term had the Company not terminated the Agreement for reason of Customer's breach, the amount then due for service hereunder, direct damages incurred in connection with such breach, and any and all remedies available under applicable law. In the limited instance where Customer breaches this Agreement prior to Customer ISD and Company terminates this Agreement prior to Customer ISD, the amount immediately due and payable by Customer within the thirty (30) days as liquidated damages shall be a sum equal to thirty-six (36) months of what would have been the minimum monthly billings after Customer ISD, grossed up for income taxes plus direct damages incurred in connection with such breach together with all fees and costs and any and all remedies available under applicable law.

B. Application of Collateral Security

In the event of a breach by Customer, and Customer does not pay the applicable sums set forth above in Paragraph 17.A within thirty (30) days of EAL's notice of breach to Customer, EAL shall have the option (exercised in EAL's discretion) to draw down the Collateral Security and may also collect from Customer direct damages incurred in connection with collecting the applicable sums.

C. Customer's Bankruptcy

If Customer breaches this Agreement due to Customer's bankruptcy or insolvency, termination of this Agreement shall be immediate upon Customer's receipt of Company's termination notice, and EAL may terminate this Agreement and disconnect said service and require such arrangements as to responsibility for bills, deposits, etc., as EAL may deem appropriate for provision of future service.

D. Instances of No Service Suspension Notice

Notwithstanding the foregoing provisions, no notice of suspension of service need be given by EAL in cases of short circuit or other dangerous conditions on Customer's side of the Delivery Points or in case of utilization of service by Customer in such a manner as to cause danger to persons or property or to jeopardize service to Customer or other customers. Failure of EAL to act at any time after such breach shall not affect any of EAL's rights hereunder or constitute a waiver of any remedy or defense afforded by law.

E. Parties' Cooperation to Resolve Disputes

The Parties agree that with respect to any regulatory or other disputes that could arise, the most productive and effective manner of dealing with such disputes is for the Parties to work cooperatively to resolve disputes of any nature, including in a manner that avoids unnecessary implications to EAL's regulatory proceedings, prior to submitting those disputes to the APSC. To help achieve this goal, representatives from the Parties shall meet at regular intervals to identify and discuss any outstanding issues.

F. Material Modification

This Agreement shall not be effective unless approved by the APSC without material modification and on terms acceptable to the Parties. Specifically, the Parties agree that the cost recovery approved by the APSC must be acceptable to EAL in EAL's sole discretion. Any change, modification, or amendment

to this Agreement is not enforceable or effective unless consented to in writing by the Parties and executed with the same formality as this Agreement. The Parties also agree that if any clause or provision of this Agreement is materially modified by the APSC, the Parties shall use commercially reasonable efforts to address the modifications in a manner that preserves the spirit and intent as well as the remaining portions and provisions of the Agreement.

8. SERVICE RELIABILITY; NO WARRANTY

Company will use commercially reasonable efforts to supply steady and continuous electric service and shall supply Customer a firm and reliable supply of electric energy in accordance with Good Utility Practices, but does not guarantee the electric service against irregularities or interruptions and does not warrant or guarantee the service against irregularities or interruptions outside EAL's reasonable control. Company shall not be liable to Customer for any damages occasioned by irregularities or interruptions and in no case shall EAL be liable to Customer, whether under contract or otherwise, for any damages or loss, direct or consequential, by reason of the failure of EAL to supply, or Customer to receive electric energy, or for any interruption, voltage reductions or abnormalities, reversal of the supply, or other irregularity, in the supply of electric service to Customer. Nothing in this Paragraph 8 is intended to preclude Customer's ability to file a complaint with the APSC regarding EAL's failure to provide service consistent with the terms of this Agreement and as a regulated public utility subject to the Commission's jurisdiction.

9. ASSIGNMENT OF CONTRACT

A. This Agreement and individual provisions shall be binding upon and inure to the benefit of the respective legal representatives, successors, and assigns of the Parties hereto, except that this Agreement may only be assigned by Customer to the extent that (i) the assignee is directly or indirectly wholly owned by Customer's current ultimate parent ("Parent"), (ii) the assignee assumes in writing all obligations of the Customer under this Agreement and all related agreements, and (iii) the Customer's Parent reaffirms in writing all obligations of the Customer's Parent under any parent guaranty that may be executed to secure Customer's obligations under this Agreement. To the extent that Customer wishes to assign this Agreement to an affiliate directly or indirectly wholly owned by Customer's Parent, such assignment shall not be made without EAL's written consent, not to be unreasonably withheld, conditioned, or delayed, and assignee shall be subject to all provisions of this Agreement. Under no circumstances shall any parent guaranty that may be executed to secure Customer's obligations under this Agreement be assigned.

B. Customer may also assign this Agreement to lenders as collateral in support of financing for the Project. In such event, EAL agrees to provide reasonable documentation and information within its possession or control, and to cooperate in good faith with customary requests from Customer or its lenders, solely to the extent necessary to facilitate Customer's efforts to obtain debt financing for the Project, as contemplated by this Agreement. Such cooperation shall not require EAL to incur material costs, disclose confidential information, assume any liability or obligation beyond those expressly set forth herein, or consent to any assignment of this Agreement or any of its rights or obligations hereunder beyond the provisions in this Paragraph 9. Company shall have no obligation to enter into any agreement that adversely affects any of Company's rights or benefits under this Agreement. Customer shall reimburse, or cause the lenders, as applicable, to reimburse, Company for the direct expenses (including the fees and expenses of counsel) incurred by Company in the preparation, negotiation, execution, and/or delivery of any documents requested by Customer or lender, as applicable, and provided by Company pursuant to this Paragraph 9.

10. NOTICE OF NON-RENEWAL

Customer shall provide EAL a written notice of non-renewal of this Agreement at least three (3) years before the expiration of the Initial Term or the then-applicable Renewal Term.

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

Customer shall comply with power quality standards as set forth in Exhibit A hereto. 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 Commission's Special Rules – Electric, Rule 6.01, Section A, and shall not cause excessive voltage flicker, as defined by IEEE 1453/IEC 61000-4-15. The Customer's equipment shall not introduce excessive total harmonic distortion as defined by IEEE Std. 519. 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 Commission's General Service Rules, Rule 6.01, Section J. Customer assumes all responsibility on Customer's side of the Delivery Point for the electric service supplied or taken, as well as for the electrical installation, appliances and apparatus used in connection therewith. EAL assumes all responsibility for installation and operation of all Company-owned equipment on the Company's side of the Delivery Point. EAL's liability shall be limited to damage to Customer's equipment caused by EAL's gross negligence. Customer shall be under no obligation whatsoever to inspect EAL's installation of equipment.

12. CURTAILMENT

A. The Parties acknowledge and agree that EAL shall use commercially reasonable efforts to secure resources as determined by EAL to support Firm Service to Customer during Customer's load ramp until the date on which EAL notifies Customer that it has sufficient non-intermittent, fully dispatchable capacity and energy resources in its portfolio to provide Firm Service to Customer while continuing to maintain reliable service to EAL's existing customers.

[redacted]Customer agrees that beginning on the Customer ISD [redacted], EAL shall register Customer in the Midcontinent Independent System Operator, Inc. ("**MISO**") at its then-applicable Maximum Contract Demand as a Load Modifying Resource ("**LMR**") Type 1 with a Firm Service level of [redacted] each planning year through the [redacted]. The LMR-1 registration and operations, such as notice to deploy timeframe for LMRs, shall be in accordance with all requirements as outlined in MISO Business Practice Manuals 11 and 26. Customer shall assume all penalty risk for non-performance when dispatched by MISO as an LMR. In the event that Customer's Maximum Contract Demand becomes ineligible as an LMR, Customer shall still be subject to the EEA 2 emergency curtailments as set forth below and shall be called upon before other customers are called upon to curtail.

C. Conditioned expressly on Customer's continued qualification as an LMR in MISO during the time period set forth in Paragraph 12.A above and only to the extent EAL has capacity in excess of its then-applicable load requirements, [redacted]. This allocation provision is also expressly conditioned on the ASPC approving updates to any applicable EAL rate mechanisms, which may include Rate Schedule No. 47, Capacity Cost Recovery Rider and Rate Schedule No. 54, MISO Rider.

D. In addition to the foregoing LMR requirements, prior to the expected [redacted], to the extent that MISO enters Energy Emergency Alert, Level 2 (EEA 2), as set forth in the MISO Reliability Operating Procedures, after all available interruptible loads have been called upon, if the EEA 2 remains in place, EAL may require Customer to curtail (and Customer shall curtail) [redacted] of Customer's load. EAL shall provide Customer with no less than sixty (60) minutes notice; however, Customer shall use commercially reasonable efforts to comply when the notice provided by EAL is less than sixty (60) minutes. The notification to Customer shall be by telephone and email to the contacts that Customer designates in writing to EAL, except that if Customer receives actual notice to curtail,

Customer shall curtail [redacted] of its load when requested and shall not refuse to curtail based on a formality regarding the form of notice that EAL provides.

E. Except in cases of emergencies or reasons of grid security, Customer's total curtailment hours, including LMR, shall not exceed [redacted] curtailment hours per calendar year.

F. For avoidance of doubt, under EAL's Standard Terms and Conditions, EAL would call to curtail interruptible load, when possible, before firm load. Additionally, nothing in this Agreement is intended to or otherwise shall operate to prevent EAL from suspending service in full when a condition exists that poses a health or safety hazard or otherwise as provided under APSC rules and regulations or when directed by MISO, and should MISO direct the curtailment of firm load, EAL shall take action within the time frame required by MISO, and the notice provisions contemplated in the preceding paragraphs shall not apply. EAL shall not be liable for any resulting injury or loss to Customer if the curtailment, in whole or part, impedes EAL's supply to Customer.

13. MISO MARKET PARTICIPATION; SURVIVAL OF LOAD-SERVING ENTITY DESIGNATION

A. With respect to the provision of energy and capacity to Customer's Project up to the Maximum Contract Demand under this Agreement, EAL shall act as the market participant in MISO or other similar markets in which EAL is or becomes a generation and/or transmission owner.

B. If this Agreement is terminated prior to the expiration of the Initial Term or a Renewal Term then in effect and Customer continues to operate the Project pursuant to APSC-approved tariffs or under an alternative agreement, EAL shall continue to serve as the sole load serving entity (or LSE) for Customer's Maximum Contract Demand throughout the remainder of the Initial Term or applicable Renewal Term.

14. SERVICE THROUGH EAL

A. Pursuant to Arkansas law and APSC orders, Customer shall purchase the then-applicable Maximum Contract Demand to serve the Project according to the terms and conditions herein up to the Customer Full Demand in accordance with the Load Ramp.

B. Customer may install back-up electric facilities at the Project and may only operate such back-up electric facilities (1) during any interruption in service, and only to the extent that EAL is unable to provide service, and (2) for periodic testing to confirm availability of the back-up electric facilities. Customer's back-up electric facilities shall only be allowed to be used for the duration and to the extent of the interruption in service and only to the extent that EAL is unable to provide service.

C. To the extent that Customer must operate its back-up electric facilities in accordance with this Paragraph 14, Customer shall operate its equipment in such a manner that its back-up facilities shall not adversely affect EAL's service either to Customer or to others and in accordance with Good Utility Practices.

D. All of Customer's installations shall be governed by and be in accordance with lawful local municipal ordinances, APSC rules and regulations, the National Electrical Safety Code, and other controlling regulations.

E. Customer shall install and operate its electrical equipment in accordance with the National Electrical Code or the National Electrical Safety Code, as may be applicable, and consistent with Good Utility Practices.

15. CONTRIBUTION IN AID OF CONSTRUCTION

A. Consistent with the terms of this Agreement, Customer shall pay 100% of the cost of transmission service. Customer shall pay nineteen million thirty-seven thousand and six dollars ($19,037,006)

as CIAC, which amount includes tax gross-up, pursuant to Table 3 below. This estimated CIAC is subject to true-up based on actual costs consistent with the terms of this Agreement. In the context of this Agreement, tax gross-up charges are intended to make Company whole for the income tax cost that Company incurs in connection with this Agreement and the Reimbursement Agreement. The current tax gross-up percentage is [12.58%], but the actual tax gross-up percentage is subject to change from time to time.

B. Customer has paid one-hundred eighty-five thousand ($185,000), excluding tax gross-up, that Company has applied to the procurement of long lead equipment via the Reimbursement Agreement. The Parties agree that upon APSC Approval of this Agreement, the Reimbursement Agreement shall terminate and the $185,000 payment made thereunder shall be applied as a payment toward CIAC under this Agreement.

Table 3
Contribution in Aid of Construction Payment Schedule

Date	Payment Amount (grossed up for taxes and subject to true-up)
September 30, 2024 *(cash security, per Reimbursement Agreement dated July 31, 2024, converted to contribution)*	$185,000
Seven (7) days after Effective Date	$5,846,074
Eight (8) months after Effective Date	$7,159,173
Eleven (11) months after Effective Date	$5,846,759
180 days following Customer ISD	Any remaining true-up cost/credit

C. The Parties shall establish a mutually agreed upon deadline for Customer's final site/facility plan for EAL to confirm the necessary infrastructure, related costs, upfront contributions, security, contributions in aid of construction, and other related items. Any requested changes to, deviations in, or other adjustments to the confirmed plans (if agreed to in writing by EAL) by Customer may result in EAL's sole determination in additional costs, contributions, and security, all of which shall be Customer's responsibility and may result in delays to project timing, the consequences of which shall be borne by Customer.

D. Customer's payment obligations pursuant to the terms of this Agreement shall not be delayed or excused due to Force Majeure Events; labor, supply, and construction activities related to Customer's project may be subject to Force Majeure Events.

16. CHANGE IN COSTS; TRUE-UP

A. Customer's CIAC described above is an estimate as of the Effective Date and shall be subject to true-up by EAL with respect to changes in the cost of the included investments (including but not limited to costs of construction, MISO-identified system upgrades, damages, repairs such as from storms, and changes in tax gross up rates). Additionally, EAL reserves its rights with respect to, and Customer shall be responsible for, costs associated with the implications of issues identified by MISO that may not be adequately addressed within a reasonable period of time of collaboration between EAL and Customer. EAL will utilize commercially reasonable efforts consistent with Good Utility Practices to manage all costs.

B. The Parties shall amend this Agreement to account for any true-up terms, which may impact the CIAC for the transmission work. Customer shall not terminate the Agreement due to increases between estimated and actual costs.

C. On a quarterly basis, EAL will provide updates to Customer regarding any Reimbursable Costs expenditures. Should EAL determine that Reimbursable Costs will exceed the estimated CIAC, notwithstanding the exercise of Good Utility Practices, EAL will provide written notice to Customer of the new estimate, and the parties will work in good faith to attempt to minimize such increase.

D. To the extent EAL identifies any "**Reimbursable Costs**" as a result of the true-up, such costs shall include the actual, reasonable and necessary costs, expended in a manner consistent with Good Utility Practices (as defined above in this Agreement) to deliver the required supply of power to the Project, including but not limited to materials costs, labor costs, labor costs adders, costs associated with third party vendors and consultants, costs associated with procurement of real property rights, costs associated with securing all necessary approvals, taxes, tax gross-up charges, capital suspense charges and overheads incurred by EAL in connection with the Project and/or the performance of its obligations under the Agreement in each case only to the extent each such expense is actually incurred, reasonable, and necessary.

E. Subject to the other terms and conditions in this Agreement, EAL shall use commercially reasonable efforts to determine the final Reimbursable Costs within six (6) months following the Customer ISD, except that Customer shall be responsible for all Reimbursable Costs attributed to the Project even where identified thereafter.

17. MONTHLY BILLING INVOICES; LATE PAYMENTS; DISPUTE PROCESSES

A. Monthly Billing.

(i) EAL shall render monthly billing invoices to Customer, reflecting the prior month's service consistent with billing cycles prescribed for other EAL customers subscribed to LPS and as consistent with APSC rules.

(ii) Customer shall pay its monthly billing invoices by the due date noted thereon and shall be made by wire transfer to a bank designated by EAL in writing.

B. Late Payments.

(i) If Customer fails to make any such payment on or before 5:00 pm on the Payment Due Date, then payment shall be deemed late, and EAL may (in its discretion) discontinue service to Customer upon giving Customer at least 30 days' written notice of intention to do so, if Customer does not cure the late payment within that 30-day period, provided, however, that such discontinuances of service shall not relieve Customer of any of its obligations under this Agreement.

(ii) A late payment fee of [redacted] of the unpaid balance on the account shall apply in each month in which full payment is not received before or on the due date.

C. Process for Billing Disputes.

(i) Customer shall pay in full the total monthly amount due (i.e., including all disputed and undisputed amounts) subject to refund or correction pending resolution of any dispute, including any formal or informal billing dispute that may be submitted to the APSC.

(ii) Customer shall notify EAL in writing of any billing disputes within fifteen (15) calendar days of Customer's receipt of its monthly invoice.

(iii) If unresolved between the Parties, disputes arising under this Agreement including billing disputes shall be subject to the APSC's complaint procedures or, if the APSC does not exercise jurisdiction over this Agreement, a court with jurisdiction. Customer shall remit all amounts due pending the dispute. Following a final non-appealable order of a dispute for which Customer is entitled to a credit, EAL shall make such credit within reasonable period of time of such final determination, with interest, if applicable, accrued at the rate the APSC has approved for customer deposits from the date of payment by Customer until the date of refund is issued by EAL.

(iv) The Parties agree that with respect to any regulatory, billing, and other disputes that could arise, the most productive and effective manner of dealing with such disputes is for the Parties to work cooperatively to resolve disputes of any nature, including in a manner that avoids unnecessary implications to EAL's regulatory proceedings, prior to submitting those disputes to the APSC, or a court of law if the APSC does not exercise jurisdiction over this Agreement.

D. Metering. EAL will test its meters in accordance with Good Utility Practice and the rules and regulations of the APSC. In the event a meter is found to be inaccurate, it will be restored to the highest accuracy reasonably attainable, or a new meter will be substituted by EAL. On reasonable request of Customer, EAL will make special tests. If any such special test shows the average registration of a meter to be in error by more than 5 percent, EAL will bear the cost of the test. If the amount of this error is less than five (5) percent, Customer shall bear the cost of the test. If any routine or special test of an EAL meter discloses the registration to be in error by more than 5 percent, then all bills affected by such error of registration and which were rendered for power and energy supplied during the previous three (3) months will be suitably adjusted, except that such adjustment shall not be carried back for more than one-half of the lapsed time since the last test. In case the accuracy of registration for the prescribed period cannot reasonably be determined, then all bills affected shall be corrected by EAL on the basis of the best available data. Whenever any bill or bills have been adjusted or corrected as provided above, EAL will refund to Customer or credit to Customer's account, at EAL's sole discretion, any amount found to have been collected in excess of the proper amount, or Customer will pay to EAL any additional amount found to be due, as the case may be.

18. FORCE MAJEURE

In the event a Party is rendered unable to perform its obligations under the Agreement due to a Force Majeure Event, such Party shall be relieved of such affected obligations to the extent so precluded, provided, however, that such Party shall take commercially reasonable actions to remedy the Force Majeure Event with all reasonable dispatch.

A. The term "**Force Majeure Events**" as used in the Agreement will be limited to the following events: strike, lockouts and other industrial or labor disturbances; riot; explosion; storm; hurricane; wind; lightning; flood; accident; breakdown; material shortage; delay in delivery; fuel shortage, fuel rationing, or fuel curtailment; governmental or regulatory (including regional transmission operator) action or inaction; changes in law, tariff, or regulation; acts of God; acts of any public enemy; civil disturbance; sabotage; delay or failure of performance by a third party; war; national emergency; mandated participation by either Party in any method of operation with, or in any program recommended or requested by civil or military authorities; or as a result of other acts or conditions, whether of the same or different type, which are beyond the reasonable control of the Party claiming a Force Majeure Event and which cannot be, or which could not have been, avoided or overcome by the commercially reasonable actions by the Party rendered unable to perform.

B. The Parties agree that EAL following Good Utility Practices, consistent with the obligations it assumes hereunder, shall be deemed diligent actions of EAL when applied in the context of EAL's provision of services hereunder.

C. If EAL is forced to suspend, reduce, or interrupt Service to Customer as a consequence of any emergency condition, or if Customer's operations at its project are suspended, shut down, reduced, interrupted, or interfered with by Force Majeure Events, then EAL need not provide any service that it is unable to provide by reason of such conditions; nor will Customer be required to pay any energy charges for service not used by reason of such conditions occurring at its project for the period of time and to the extent that such suspension, shutdown, interruptions or interference makes it impractical to deliver or use such service. However, in no event will a Force Majeure Event relieve Customer from payment of monthly minimum bills.

D. EAL will make service available and supply steady and continuous service but does not guarantee the service against irregularities or interruptions due to causes beyond EAL's reasonable control. Customer will use reasonable diligence to maintain its project operations so that continuous service can be accepted but does not guarantee the receipt of service against irregularities or interruptions due to causes beyond its reasonable control.

E. Each Party will promptly notify the other of any such suspension, shutdown, interruption, or interference. For purposes of this Paragraph 18, such emergency conditions or Force Majeure Events shall not be deemed to extend beyond the time required, by the exercise of commercially reasonable conduct, to resume delivery of service in the quantity that would have been delivered and used but for such Force Majeure Event. However, the settlement of strikes or lockouts shall be entirely within the discretion of the Party having difficulty and the above requirement that any Force Majeure Event will be remedied with all commercially reasonable actions will not require the settlement of strikes or lockouts by acceding to the demands of the opposing Party when such course is inadvisable in the discretion of the affected Party.

If there is a change in any law, regulation or rule or interpretation thereof, which affects this Agreement or the activities of either Party under this Agreement, and either Party reasonably believes in good faith that the change will have a substantial adverse effect on that Party's rights or ability to perform its obligations under this Agreement (a "**Change in Law**"), then the Parties shall, within thirty (30) days following receipt by a Party from the other Party of written notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties.

19. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arkansas. If a dispute arises under this Agreement, either Party may seek the review of the APSC or, if the APSC declines to exercise jurisdiction over this Agreement or any part thereof, a court with jurisdiction. Upon a finding by the ASPC, any further appeals shall be instituted before the federal or state courts sitting in the County of Pulaski, Arkansas. To the extent that the federal courts in Arkansas have jurisdiction, each Party irrevocably submits to the exclusive jurisdiction of, and venue in, such courts.

20. CONFIDENTIALITY

The Parties' disclosures and activities in connection with this Agreement are subject to the Parties' nondisclosure agreement dated April 15, 2024. Customer acknowledges that this Agreement will be filed by EAL with the APSC on a highly sensitive basis and shall be redacted, protected, and otherwise limited from general disclosure as permitted under APSC rules.

21. LIABILITY

A. Each Party (as applicable, the "**Indemnifying Party**") shall defend, indemnify, and hold harmless the other Party (the "**Indemnified Party**") and its affiliates, and their respective directors, officers, employees, representatives, agents, successors, and assigns from and against all claims, demands and legal proceedings and any resulting liabilities judgments, and settlements, (a

"**Claim**") made by a third-party unaffiliated with the Indemnified Party to the extent such Claim is based on (i) any actual or alleged breach of any term of this Agreement by the Indemnifying Party; (ii) any negligent act or omission or willful misconduct by the Indemnifying Party; (iii) the violation of any third-party intellectual property right by the Indemnifying Party, but excluding any technology or materials provided by the Indemnified Party; (iv) any failure of the Indemnifying Party to comply with all applicable laws in its performance of its obligations and exercise of its rights under this Agreement; or (v) any actual or alleged breach of any term of this Agreement by the Indemnifying Party.

B. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSIES THAT MAY ARISE UNDER THIS AGREEMENT ARE LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

C. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR: ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ARISING OUT OF ANY OF THE TERMS OF THIS AGREEMENT EXCEPT FOR LIABILITY ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (INCLUDING THE PARTIES' NONDISCLOSURE AGREEMENT), INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPH 21.A ABOVE, FRAUD, FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, VIOLATION OF LAWS OR VIOLATION OF THE OTHER PARTY'S PROPRIETARY RIGHTS. NOTHING IN THIS PROVISION SHALL BE INTERPRETED AS PRECLUDING OR SHALL OPERATE TO PRECLUDE THE IMPOSITION OF THE APPLICABLE LIQUIDATED DAMAGES AS DESCRIBED IN THIS AGREEMENT.

D. OTHER THAN WITH RESPECT TO OBLIGATIONS ASSUMED BY CUSTOMER'S PARENT THROUGH A PARENT GUARANTY AS PROVIDED FOR IN PARAGRAPH NO. 5 HEREIN, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR IN ANY OTHER AGREEMENT, INSTRUMENT OR DOCUMENT REFERRED TO IN THIS AGREEMENT (EACH SUCH OTHER AGREEMENT, INSTRUMENT OR DOCUMENT, AN "**ANCILLARY AGREEMENT**"), ALL CLAIMS, OBLIGATIONS, LIABILITIES OR CAUSES OF ACTION THAT MAY BE BASED UPON, ARISE OUT OF, OR RELATE IN ANY MANNER TO, THIS AGREEMENT OR ANY ANCILLARY AGREEMENT, OR THE NEGOTIATION, EXECUTION, OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY REPRESENTATION OR WARRANTY MADE IN CONNECTION WITH, OR AS AN INDUCEMENT TO, THIS AGREEMENT) OR ANY ANCILLARY AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE MADE ONLY AGAINST THE ENTITIES THAT ARE EXPRESSLY IDENTIFIED AS PARTIES IN THE PREAMBLE TO THIS AGREEMENT OR SUCH ANCILLARY AGREEMENT, AS THE CASE MAY BE, AND NO CLAIM, OBLIGATION, LIABILITY OR CAUSE OF ACTION MAY BE INITIATED AGAINST ANY NON-RECOURSE PARTY (EACH OF WHOM ARE THIRD-PARTY BENEFICIARIES OF THIS PARAGRAPH 21.D). FOR PURPOSES HEREOF, THE TERM "**NON-RECOURSE PARTY**" MEANS, WITH RESPECT TO ANY PARTY, SUCH PARTY'S PAST, CURRENT OR FUTURE AFFILIATES AND ITS AND THEIR RESPECTIVE PORTFOLIO COMPANIES AND ITS AND THEIR RESPECTIVE PAST, CURRENT OR FUTURE DIRECT OR INDIRECT DIRECTORS, OFFICERS, EMPLOYEES, INCORPORATORS, MEMBERS, PARTNERS, CONTROLLING PERSONS, EQUITY HOLDERS, AGENTS, ATTORNEYS, ADVISORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, IN EACH CASE WHICH ARE NOT THEMSELVES PARTIES.

22. MITIGATION OF DAMAGES

EACH PARTY AGREES THAT IT HAS A DUTY GENERALLY TO MITIGATE DAMAGES, UNDER THIS AGREEMENT. NOTHING IN THIS PROVISION SHALL BE INTERPRETED AS PRECLUDING OR SHALL OPERATE TO PRECLUDE THE IMPOSITION OF THE APPLICABLE TERMINATION FEE AS DESCRIBED IN PARAGRAPH 7.A.

23. SURVIVAL

Paragraph 5 (Deposit Credit Support), Paragraph 7 (Breach; Termination; Suspension of Service; Parties' Cooperation to Solve Disputes; Material Modification of Agreement; Termination by Customer), Paragraph 19 (Governing Law and Jurisdiction), Paragraph 21 (Liability) and this Paragraph 23 (Survival) shall survive the expiration or termination or cancellation of this Agreement. Additionally, other provisions of this Agreement shall remain in effect to the extent necessary (i) to provide for final billings and adjustments related to the period before termination with respect to service provided to Customer before the date on which termination of this Agreement is effective; (ii) payment of any money due and owing any Party pursuant to this Agreement; and (iii) return of any credit support to Customer.

24. ENTIRETY OF AGREEMENT

This Agreement, along with each other agreement between the Parties (e.g., Reimbursement Agreement) and applicable EAL tariffs and schedules, constitute 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.

IN WITNESS WHEREOF, the Parties hereto have executed this document as of the dates indicated below, but have agreed it is effective as of the Effective Date.

ADP LITTLE ROCK DATA HUB, LLC	**ENTERGY ARKANSAS, LLC**
By: _____	By: _____
CUSTOMER OFFICER	COMPANY AGENT
Signature Date: _____	Approved: _____
ATTEST: _____	Title: _____
Customer's Secretary	Signature Date: _____

DIS WR#	Project #:	Business Unit:
Department:	Resource:	Activity:
Physical Location:	Location:	Account Number:
Residential	Commercial	Industrial