

**Electric Vehicle (EV) Accelerate At Home Service Agreement  
("Service Agreement")**

Public Service Company of Colorado, doing business as Xcel Energy ("Xcel Energy," "we," or "our") is excited to offer the Electric Vehicle ("EV") Accelerate At Home Program (the "EV Accelerate At Home Program") to its Colorado residential rate electric customers ("Customer", "you" or "your") and we appreciate your participation in this innovative offering as a valued customer. Your participation in the EV Accelerate At Home Program is subject to the terms and conditions of this Service Agreement.

**1. EV Accelerate At Home Program Overview**

Under the EV Accelerate At Home Program, Xcel Energy is offering eligible Customers an opportunity to participate in a hassle-free, flexible and affordable program to charge your EV. Under the EV Accelerate At Home Program, we will provide you a level 2 EV charger which has been prequalified and approved by Xcel Energy for use in the EV Accelerate At Home Program ("Charging Equipment"), installation of that Charging Equipment at your Xcel Energy home service address and enrollment in an Xcel Energy rate or optimization program. You will be able to select the Charging Equipment from our list of pre-qualified Charging Equipment options, all of which meet the applicable technical and safety standards and demonstrates interoperability, cyber security, and smart capabilities that enable you to participate in our managed charging rates or programs. (A list of the approved Charging Equipment may be found on our website.) Once you are enrolled in the EV Accelerate At Home Program and select your Charging Equipment, we will arrange to have one of our approved third-party electrical contractors install the Charging Equipment at a time convenient for you. Once installed, we will continue to own and maintain the Charging Equipment (subject to your right to purchase or take ownership of the Charging Equipment as set forth in this Service Agreement). The costs of the Charging Equipment, installation and ongoing maintenance will be included on your monthly electric bill, as a convenient "Bundled Program Service Fee."

To participate in the EV Accelerate At Home Program, you will need to meet the eligibility requirements contained in this Service Agreement, subscribe to the EV Accelerate At Home Program by agreeing to this Service Agreement, and agree to pay a "Bundled Program Service Fee" that will be applied each month to your electric bill during your Subscription Term. You may cancel your subscription and this Service Agreement at any time; however, equipment removal fees may apply.

**2. Eligibility and Availability**

To be eligible to participate in the EV Accelerate At Home Program, you must:

- agree to the terms and conditions contained in this Service Agreement;
- be an Xcel Energy residential electric customer in our Colorado service territory;
- have an active Xcel Energy account that receives electric service;

- own or rent a detached single family home, townhome, row house or duplex (provided, if you are renting, your dwelling you must have a separately metered service, you must be willing to pay for any necessary Premises Wiring (defined in paragraph 6 below), and the building owner must provide written consent for you to participate in the EV Accelerate At Home Program);
- have a charging location in your home that has access to Wi-Fi (Wi-Fi and internet services are not covered under the EV Accelerate At Home Program; you will be required to pay for and maintain the required Wi-Fi internet connection to your Charging Equipment provided);
- agree to charge your EV using the Charging Equipment provided, installed and maintained by Xcel Energy at your home; and
- agree to participate in at least one of Xcel Energy's EV charging "Optimization" programs for a period lasting at least one year from your "Activation Date." More information regarding this requirement may be found below in paragraph 7 of this Service Agreement.

### **3. EV Accelerate At Home Program Benefits**

Your participation in the EV Accelerate At Home Program will provide you the ability to access and use Charging Equipment owned, installed, and maintained by Xcel Energy at your residence to charge your EV, and to be conveniently billed for your participation in the EV Accelerate At Home Program and usage of the Charging Equipment on your monthly Xcel Energy electric bill. (Please see paragraph 8 for more information concerning rates and billing).

### **4. Enrollment Process**

To enroll in the EV Accelerate At Home Program, you will need to complete the application found on our website. You will be required to sign and submit a signed digital Service Agreement as part of the application process. Once we have received your digitally signed Service Agreement, Xcel Energy will send you an email confirming (or declining) your eligibility and enrollment into the EV Accelerate At Home Program. If you are successfully enrolled in the EV Accelerate At Home Program, the day you receive this email will be considered your "Enrollment Date". Following the Enrollment Date, our team will arrange to have an electrical contractor estimate any Premises Wiring installation costs, discuss the costs with you and ultimately install the Charging Equipment you selected at a time convenient for you. Once the Charging Equipment has been installed at your residence and we have confirmed with the Charging Equipment vendor that the Charging Equipment is operational and activated, Xcel Energy will send you an email update advising you of your "Activation Date," which is when you can start using the EV Charging Equipment located at your home (commonly the same day as the installation). You will receive your first bill in connection with the EV Accelerate At Home Program in the first billing period following the Activation Date. This first bill may be prorated depending on the Activation Date and your billing cycle.

### **5. Charging Equipment Installation and Maintenance**

Following the Enrollment Date, we will, through our network of authorized third-party independent contractors, provide, install, maintain, repair or replace (collectively the "Work") the Charging Equipment on your property (the "Site"). The Work does not include any Premises Wiring as described in paragraph 6 below. The Site will need to be an enclosed garage area or other area approved by Xcel Energy at your eligible home property. The Charging Equipment will be hardwired to the Site's Premises Wiring. We will provide electric utility services to you, and you will pay for such service consistent with the applicable electric utility tariff in force and effect. We, in our

sole discretion, shall have the right to repair, modify, or replace the Charging Equipment at any time during your Subscription Term. We will use commercially reasonable efforts to maintain the Charging Equipment in working order, and will attempt to provide you reasonable advance notice of any required maintenance of the Charging Equipment. We will coordinate with you to schedule maintenance Work. You understand that if we are unable to arrange for maintenance Work to be completed at a mutually agreeable time, the Charging Equipment may not function and you may not be able to charge your EV at your Site.

## **6. Your Charging Equipment Obligations and Duties**

During the Subscription Term, you agree to grant Xcel Energy the necessary access to the Site and sufficient space to locate the Charging Equipment at the Site as may be deemed necessary or desirable by us to perform the Work. Installations must conform to our specifications.

You will be responsible for the expense and installation of any Premises Wiring necessary to provide electricity to the Charging Equipment. Customer may, in Customer's sole discretion, opt to use Xcel Energy's third-party independent contractor to install the necessary Premises Wiring in addition to the Charging Equipment, provided that Customer will be responsible for the expense to have the third-party independent contractor install the Premises Wiring. You may qualify for certain home wiring rebates offered by Xcel Energy to cover a portion of the cost to install the Premises Wiring. Please review our website for rebate program availability, eligibility and terms. "Premises Wiring" means a dedicated 208/240V AC circuit that supplies electricity directly to the installed Charging Equipment. This includes the protective breaker at the supply panel, wiring, final junction box, receptacle and all attachments and connections. You retain ownership of and are wholly responsible for the Premises Wiring, including that it meets all workmanship standards and applicable requirements in the National Electric Code, Colorado law, and local municipal codes.

You agree to maintain, at your sole cost and expense, the connection between the Charging Equipment and an Internet Service Provider via Wi-Fi connection, for the operation of the Charging Equipment under this Service Agreement.

During the Subscription Term, you will maintain the area surrounding the Charging Equipment and will promptly notify Xcel Energy of any problems related to the Charging Equipment that the you become aware of. For avoidance of doubt, Customer is not responsible for the ongoing maintenance of the Charging Equipment, itself unless and until Customer purchases or takes ownership of the Charging Equipment as provided below.

You will use the Charging Equipment only as specified by the Charging Equipment manufacturer and will be responsible for any damage caused to the Charging Equipment due to your misuse, neglect or abuse.

You agree to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.

You agree to provide access and assistance to Xcel Energy and/or our designated third-party to facilitate random Charging Equipment testing. Such cooperation may include, but not be limited to, periodic inspection of the Charging Equipment and the addition of monitoring hardware or software at our expense.

## **7. Managed Charging**

To prepare for your Activation Date, you will be required to participate in managed charging through an Xcel Energy charging optimization program for at least twelve months from your Activation Date, except as provided below. Failure to enroll in a managed charging program or failure to continue enrollment in such program for at least twelve months will be a breach of this Service Agreement, and may subject you to termination. Managed charging can potentially benefit public health and the environment by reducing emissions of carbon dioxide and other pollutants from EV charging electricity usage, improve our ability to efficiently manage grid resources, and provide financial benefits for you through a financial incentive.

Participating in one of our charging optimization programs allows you to charge your EV when it works best for you and your schedule, but you will receive convenient reminders from Xcel Energy on how you can reduce your EV charging footprint to support the environmental, public health, and efficiency benefits referenced above. More information about our charging optimization programs is available on our website. Xcel Energy will provide you a financial incentive to encourage your ongoing participation in one of our charging optimization programs, as explained on the website, but if you wish to end your participation in charging optimization programs after 12 months, you can do so by following the instructions provided on the Xcel Energy optimization program website. Income-qualified customers, as determined by Xcel Energy, may end participation in Xcel Energy's charging optimization programs at any time. To determine whether you are an income-qualified customer, please reach out to Xcel Energy at the contact information provided below. Please refer to our electric tariff to learn about enrollment and opting out of residential time-based electric rates.

If you are on a time-based electric rates, your rate will allow you to save money on your electric bills if you charge at the off-peak times listed on your rate schedule. For example, customers under our residential time of use rate ("RE-TOU") have the greatest potential to see bill savings by charging EVs from 7 pm to 1 pm Mountain Time. If you cannot charge at this time, it would be more beneficial to charge during the shoulder period, 1 pm to 3 pm than during the on-peak period, from 3 pm to 7 pm Mountain Time.

## **8. Applicable Charges**

Your participation in the EV Accelerate At Home Program will require you to pay for all electricity usage each month under the same residential electric rate you are charged for electric services to your home, or such other rate approved by the Colorado Public Utilities Commission ("Commission"). You will also be charged a monthly Bundled Program Service Fee for the Charging Equipment, and installation and maintenance services provided by Xcel Energy and/or our designated third-party. The applicable monthly Bundled Program Service Fee is listed as the Residential Home Charging Service monthly rate in the Public Service Company of Colorado's electric tariff, COLORADO PUC No. 8 - Electric ("Electric Tariff"), Schedule EVC. For your convenience, your monthly Bundled Program Service Fee will appear on your Xcel Energy electric bill.

## **9. Subscription Term and Termination**

This Service Agreement shall be effective as of the Enrollment Date. The term shall commence on the Enrollment Date and will continue until terminated in accordance with this Section 9 (the "Subscription Term").

Subject to payment of any Charging Equipment removal fee described in this Service Agreement,

you may terminate this Service Agreement for any reason at any time by providing Xcel Energy thirty (30) calendar days of prior written notice of such termination. This Service Agreement will be deemed terminated by you in the event you sell, or no longer reside at, the property where the Charging Equipment has been installed.

We may terminate this Service Agreement if you fail to meet any of the EV Accelerate At Home Program eligibility requirements or adhere to any of the obligations set forth in this Service Agreement, or for any reason, including but not limited to Xcel Energy no longer supporting the EV Accelerate At Home Program, and at any time by providing you with thirty (30) calendar days prior written notice of such termination. If Xcel Energy is terminating this Service Agreement due to your failure to pay for electricity and charging services under this Service Agreement, Xcel Energy will provide you with advanced notification and attempt to work with you to become current on your bill in accordance with Xcel Energy's discontinuance of service policies set forth in our Electric Tariff and in compliance with Commission rules. We may also terminate this Service Agreement immediately, if: (i) you fail to meet any of the EV Accelerate At Home Program eligibility requirements or adhere to any of your obligations set forth in this Service Agreement in a manner that would make it unsafe for you to continue to participate; or (ii) we are required to terminate the EV Accelerate At Home Program by the Commission, and providing thirty (30) calendar days' notice would not be practicable.

In the event you terminate this Service Agreement or we terminate this Service Agreement, and the effective date of the termination occurs less than 10 years from your Activation Date, unless you take ownership of the Charging Equipment in accordance with Section 10 below, you will be charged a \$200 Charging Equipment removal fee on your bill following the termination date. If either you or we terminate this Service Agreement, you will be responsible for all applicable charges and fees including the monthly Bundled Program Service Fee described in Section 8, and any Charging Equipment removal fee, if applicable) through the date of termination.

In the event this Service Agreement terminates or expires, on the date of termination or expiration, unless you take ownership of the Charging Equipment in accordance with Section 10 below, your right to use the Charging Equipment will automatically expire and you will promptly make the Site available to Xcel Energy and/or our designated third-party to access and remove the Charging Equipment from the Site.

## **10. Charging Equipment**

While you participate in the EV Accelerate At Home Program, Xcel Energy will own and maintain the Charging Equipment. Unless and until you take ownership of the Charging Equipment as provided below, ownership of and title to the Charging Equipment shall remain with Xcel Energy at all times, and you are therefore not permitted to make any alterations, changes, or modifications to the Charging Equipment without first securing prior written permission from Xcel Energy. You will not sell or allow the Charging Equipment to become subject to any lien, security interest or other claim asserted by any of your creditors, and any sale of the Site shall not include the Charging Equipment.

You are solely responsible for any and all use of the Charging Equipment during the Subscription Term and obligated to pay for the electricity consumed by the Charging Equipment.

In the event the Charging Equipment fails to operate or otherwise requires repair, you agree to promptly notify Xcel Energy.

Upon termination of the Service Agreement, you have the option to purchase the Charging Equipment at the Charging Equipment Buyout Amount as defined below. To determine the price required to purchase the Charging Equipment as of your termination date, please contact Xcel Energy's electric vehicle program management. Contact information and instructions can be found on our website. If you terminate the Service Agreement, you can purchase the Charging Equipment by notifying Xcel Energy of your intent to do so when you provide Xcel Energy your termination notice. If Xcel Energy terminates the Service Agreement, Xcel Energy will provide you the Charging Equipment Buyout Amount along with the termination notice, and if you intend to purchase the Charging Equipment upon termination, you must notify Xcel Energy of your intent to do within fifteen (15) calendar days of your receipt of our termination notice. If you exercise this option, you will receive the Charging Equipment from Xcel Energy on an "As-Is" basis, with no warranty of any kind, express or implied, and you will be responsible for any necessary maintenance, repair, or replacement.

To purchase or take ownership of Charging Equipment under this Service Agreement, you must satisfy all outstanding payment obligations due to Xcel Energy as of your termination date. The "Charging Equipment Buyout Amount" is an amount equal to the estimated total costs incurred by Xcel Energy to procure and install the Charging Equipment, reduced monthly on a straight-line prorated basis over ten (10) years from the date the Charging Equipment is placed into service by Xcel Energy. Under this calculation, you can elect to take ownership of EV Charging Equipment without any payment to Xcel Energy if you have satisfied all outstanding payment obligations due to Xcel Energy and the Charging Equipment was placed into service by Xcel Energy at least ten (10) years prior to your EV Accelerate At Home Program termination date.

## **11. Cooperation**

Successful implementation of the EV Accelerate At Home Program depends on your cooperation with our installation contractors, equipment providers, and Xcel Energy and their agents and affiliates.

To help Xcel Energy to continue to improve the EV Accelerate At Home Program and our EV offerings, Xcel Energy needs to be able to easily communicate with you and solicit your feedback. By signing this Service Agreement, you consent to receive communications from Xcel Energy and participate in surveys relating to the EV Accelerate At Home Program and other service offerings in electronic form sent to the email address you provided.

You are solely responsible for ensuring that the Charging Equipment is accessed and used only by you or individuals who you authorize to use the EV Charging Equipment. You will be responsible for paying for the electricity used by the Charging Equipment.

By signing this Service Agreement, you consent to Xcel Energy's disclosure of your name, address, telephone number, EV charging data, and any EV charging or electrical usage patterns concerning the EV Accelerate At Home Program with Xcel Energy and Xcel Energy's authorized third-party independent contractors, in order for the authorized third-party independent contractors to provide, install and maintain the Charging Equipment.

Xcel Energy will comply with all applicable laws to protect the privacy of your personal information and energy usage data.

## **12. Xcel Energy's Disclosure and Use of Charging Equipment Data**

You consent and acknowledge that Xcel Energy owns and may use the data recorded through the Charging Equipment for any purpose consistent with Colorado law, including Commission rules. Such purposes include administering and providing you services through the EV Accelerate At Home Program, supporting regulatory filings (in accordance with customer data privacy requirements), responding to discovery or audit requests from the Commission, and developing regulated programs or offerings.

### **13. Public Service Company of Colorado's Electric Tariff**

In addition to the Service Agreement, the terms, conditions, and rates provided in the Electric Tariff will apply to the electric services you receive from Xcel Energy. Xcel Energy is regulated by the Commission, and the Commission has the authority to establish just and reasonable rates, terms, and conditions between Xcel Energy and its customers through ordering or authorizing adjustments to our Electric Tariff from time to time. It is possible that during the Subscription Term, there will be a change to the Electric Tariff that could conflict or be inconsistent with the terms of the Service Agreement. If there is any conflict or inconsistency between the Service Agreement and the Electric Tariff, the Electric Tariff governs.

### **14. Insurance Coverage**

Throughout the Subscription Term, you shall procure and maintain in full force and effect a standard fire and homeowner's insurance policy with amounts sufficient to cover the full replacement cost of the Site. The Parties hereby waive any and all claims and rights of action (by way of subrogation or otherwise) against the other (and against any insurance company insuring the other Party) which may hereafter arise on account of bodily injury or damage to the Charging Equipment or to the Site, resulting from any fire, or other perils or claims of the kind covered by standard fire and homeowner's insurance policies with extended coverage (Causes of Loss Special Form) regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. You agree that Xcel Energy self-insures against any loss or damage which could be covered by a commercial general public liability insurance policy and or a property policy. **You will give written notice of this mutual waiver to each insurance company which issues insurance policies to you with respect to the items covered by this waiver, and shall have your insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such waiver.**

### **15. Limited Warranty**

Xcel Energy warrants that Work performed by Xcel Energy's network of authorized third party independent contractors will be performed in a safe and professional manner in accordance with all applicable laws. In the event that any Work performed is found to be defective and you notify Xcel Energy of such defect, Xcel Energy shall repair or replace such defective Work. **THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE WORK IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND XCEL ENERGY'S ENTIRE LIABILITY UNDER THIS SERVICE AGREEMENT FOR ANY FAILURE OF XCEL ENERGY TO COMPLY WITH XCEL ENERGY'S WARRANTY OBLIGATIONS. OTHER THAN ITS OBLIGATION TO MAKE REASONABLE EFFORTS TO MAINTAIN THE CHARGING EQUIPMENT WHILE YOU PARTICIPATE IN THE EV ACCELERATE AT HOME PROGRAM, XCEL ENERGY IS NOT RESPONSIBLE FOR AND**

**MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CHARGING EQUIPMENT OR THAT THE CHARGING EQUIPMENT WILL OPERATE ERROR FREE, AND XCEL ENERGY HEREBY DISCLAIMS ANY RESPONSIBILITY OR WARRANTY FOR THE CHARGING EQUIPMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 15, XCEL ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, XCEL ENERGY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WORK OR CHARGING EQUIPMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. IN THE EVENT TITLE TO CHARGING EQUIPMENT IS TRANSFERRED TO CUSTOMER IN ACCORDANCE WITH THE TERMS OF THIS SERVICE AGREEMENT, THE CHARGING EQUIPMENT IS PROVIDED "AS IS" AND WITH NO WARRANTY OF ANY KIND.**

## **16. Other Terms and Conditions**

**To the extent permitted by applicable law (but except to the extent excluded by the terms of this Service Agreement), each party shall indemnify and hold the other party harmless against any third party claim of liability or loss from bodily injury (including mental or emotional or death of any person) or property damage (real, personal, tangible or intangible including without limitation real or personal property of any third party, the Charging Equipment and any associated equipment hardware) resulting from or arising out of the use of the Site by the party, its servants or agents, except however, such claims or damages as may be due to or caused by the acts or omissions of the other party, its servants, or agents.**

**Notwithstanding anything herein to the contrary, under no circumstances or legal theory, whether arising in contract, tort, strict liability, warranty, infringement, or otherwise, shall either party be liable to the other party or any other person or entity for any indirect, consequential, secondary, incidental, special, reliance, exemplary, or punitive damages, which includes but is not limited to: (i) any property damage (real, personal, tangible, or intangible) or personal injury (including mental or emotional distress) arising from or alleged to have arisen under this Service Agreement; (ii) any damages arising or alleged to have arisen from any electrical malfunction or the repair or replacement of such malfunctioning items; or (iii) any environmental claims, damage, or causes of action.**

**Under no circumstances will Xcel Energy or any Xcel Energy authorized third-party independent contractor be held liable to you or any other person or entity for matters involving the purchase, lease, use, non-use, or devaluation of any electric vehicle, plug-in hybrid vehicle, any vehicle of any nature, or any Charging Equipment or associated equipment infrastructure when applicable codes or standards prohibit the installation or use of such vehicle or Charging Equipment. Xcel Energy will not pay for any costs incurred or damages sustained by you for purchasing any vehicle or equipment or otherwise in reliance upon Xcel Energy being able to provide Charging Equipment. This section shall survive the termination of this Service Agreement. In no event will Xcel Energy be liable to you for any claims, expenses, losses, damages, or lawsuits arising out of any interruptions or disturbances in electric service.**

**You shall not assign this Service Agreement except with the prior written consent of Xcel Energy. Any assignment without Xcel Energy's consent shall be null and void.**

This Service Agreement shall be governed by the laws of the state of Colorado, except that the Colorado conflict-of-law provisions shall not be invoked in order to apply the laws of any other state or jurisdiction.

If any dispute arises between the parties regarding issues of interpretation of the Service Agreement, you may call Xcel Energy's Customer Service Representatives during call center hours Monday through Friday from 7 a.m. to 7 p.m. If further follow-up is required, you shall provide Xcel Energy with written notice explaining the dispute and providing associated documentation. Xcel Energy will consider all disputes and respond within fifteen (15) business days of receiving notice of a dispute.

Xcel Energy's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or Xcel Energy's waiver of any breach hereunder shall not thereafter waive any of Xcel Energy's rights or privileges under this Service Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by Xcel Energy in writing.

This Service Agreement, including any tariffs and/or rate schedules of Xcel Energy's Electric Rate Book applicable to your service, embodies the entire agreement between you and Xcel Energy. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement, or understanding not set forth above. No changes, modifications, or amendments of any terms and conditions of this Service Agreement are valid or binding unless agreed to by the parties in writing and signed by the parties.

Those provisions of this Service Agreement which would require that they survive termination or expiration of the Service Agreement in whole or in part in order to give them full force and effect will survive the termination or expiration of the Service Agreement, regardless of the date, cause, or manner of the termination.

## 17. Questions

If you have questions regarding these terms or the EV Accelerate At Home Program, or are required to provide Xcel Energy notice pursuant to this Service Agreement, please contact us using the information and instructions on our website.

### **Xcel Energy Optimize Your Charge Program Terms for Colorado Customers ("Program Terms")**

Public Service Company of Colorado, doing business as Xcel Energy ("Xcel Energy") is excited to offer the **Optimize Your Charge** program ("Program") to its Colorado residential and commercial rate electric customers who own or lease a light-duty electric vehicle (EV) ("you", "your" or "Customer").

The Program offers an annual utility bill incentive for Customers that select a pre-determined charging schedule for their EV. Once a pre-determined schedule is selected, Customers must program the schedule into their EV, EV charging station, or install a hardware chip into their EV that enables communication with Xcel Energy in order to implement the charging schedule. Customers are still able to charge their EV during other times if needed.

If you elect to participate in the Program, you agree to utilize the charging schedule you select from the Program's available options to shift your EV charging into hours that are better for the power grid, while still meeting your driving requirements, and you agree to share your EV charging data with Xcel Energy.

In exchange for your participation in this Program, Xcel Energy will issue you an incentive ("Participation Reward"). The Participation Reward will be paid each October, as long as you have been enrolled in the Program for at least 30 days. Customers who have been enrolled less than 30 days on October 1 will receive their Participation Reward the following October. The annual Participation Reward will be in the amount of \$50 for each EV that you enroll.

In order to enroll in the Program, please review these Program terms and conditions ("Program Terms"). Your participation in the Program is subject to these Program Terms and you agree that by participating in the Program you understand and agree to these Program Terms. After reviewing your application, Xcel Energy will notify you if you qualify for the Program by e-mail (the date of the e-mail will be the "Enrollment Date").

## 1. Eligibility

You are eligible to participate in the Program if you meet the following criteria:

- Own or lease an EV;
- Have an active Xcel Energy account that receives electric service in Colorado;
- Be a residential or commercial customer and charge your vehicle at your home address in Xcel Energy Colorado service territory (or business address for commercial customers);
- Use Program eligible charging equipment or drive an eligible EV<sup>(1)</sup>;
- You must complete a Program application, and be selected by Xcel Energy to participate in the Program (Participation in the Program will be determined by Xcel Energy, in its sole discretion);
- You will provide accurate and complete information as part of your participation in the Program. Xcel Energy is not responsible for any harm or inaccuracies caused by you or for misstatements, misrepresentations or failure to provide accurate and complete information;
- If required by third party service provider selected by Xcel Energy to implement and manage the Program on behalf of Xcel Energy ("Program Solution Provider"), you will: (1) download any Program Solution Provider software application required for you to participate in the Program; (2) install any Program Solution Provider hardware required for you to participate in the Program; (3) comply with any Program Solution Provider terms and conditions; and, (4) meet any other requirements of the Program Solution Provider;
- If you are relying on the use of your networked charging station for participation, your charging station must be connected to the Program Solution Provider's network via your Wi-Fi network or a cellular connection as determined by the Program Solution Provider;
- If you are relying on the built-in telematics of your EV for participation in the Program, your EV must be connected to your EV manufacturer's network as required by the Program Solution Provider; and
- You agree to these Program Terms and to participate in the Program as set forth in these Program Terms.

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<sup>(1)</sup> Eligible charging equipment and eligible EVs are listed at [ev.xcelenergy.com/Static-Optimization](https://ev.xcelenergy.com/Static-Optimization).

Failure to meet any of the above eligibility requirements at any time will void any obligation Xcel Energy has to pay you the Participation Reward and Xcel Energy may immediately terminate your participation in the Program.

## **2. Sharing of Xcel Energy Customer Information**

Xcel Energy will provide Xcel Energy authorized suppliers and consultants with data (“Customer Information”), including, but not limited to one or more of the following: name, address, vehicle identification number (VIN), charging station serial number, and e-mail address, for the purposes of allowing such third parties to carry-out services in relation to this Program. Upon enrolling, the Program Solution Provider will share information about your EV charging (“Charging Data”) with Xcel Energy that includes when you plug-in and charge your EV, how much energy you use in charging your EV, the state of charge of your vehicle before and after you plug in, and your use of a charging schedule. Xcel Energy may share this data directly with its authorized suppliers and consultants, and will use this data to validate your eligibility to participate in the Program, to study and evaluate the benefits that the Program provides to the power grid, in connection with proceedings before the Colorado Public Utilities Commission, to design future EV and demand management programs, to support power grid planning and management, to share aggregated and anonymized findings, and to inform Program operations. If you withdraw from the Program or if the Program is discontinued by Xcel Energy, Xcel Energy and such authorized third parties will cease the sharing of Xcel Energy Customer Information and Charging Data without reasonable delay. Xcel Energy maintains administrative, technical and physical safeguards designed to protect the privacy and security of the information we maintain about you, as outlined in the [Xcel Energy Privacy Policy](#)

## **3. Charging Schedule Determination and Use**

During enrollment you will select a charging schedule from a set of options presented to you by Xcel Energy that you will use for your EV charging at your designated home or business address to participate in the Program.

Through the enrollment process, Xcel Energy may request to remotely set your charging schedule through its Program Solution Provider. If this option is not available, you may directly input your charging schedule into your EV or charging station, which can automatically limit your EV charging to those hours contained in your charging schedule.

Following your enrollment, Xcel Energy may update the available charging schedules applicable to the Program. In the event Xcel Energy updates the charging schedules, Xcel Energy will provide you notice of the update, and you will be required to select and utilize a new charging schedule from the updated charging schedule options.

## **4. Program Participation Requirement**

In order to remain enrolled in the Program, a minimum of 25% of your charging sessions at your home or business address must be conducted during the selected charging schedule. Xcel Energy will review your participation each year of your participation. Xcel Energy will remove you from the Program if it has determined, in its sole discretion, that you did not meet

this participation level.

Beyond this minimum level of participation, you have the flexibility to override the selected charging schedule, without penalty, at your discretion.

## **5. Program Term and Withdrawal**

5.1. You may withdraw from the Program at any time; however, your withdrawal from the Program may affect other Xcel Energy programs, rebates, and Participation Reward(s) you are enrolled in or received.

5.2. Xcel Energy may discontinue the Program at any time for any reason.

5.3. These Program Terms shall remain in effect, unless terminated pursuant to other provisions of these Program Terms, Xcel Energy's tariffs or until the Program is discontinued by Xcel Energy. Xcel Energy will make best efforts to provide Program participants a discontinuation notice at least thirty (30) days prior to such termination date.

5.4. You will promptly notify Xcel Energy in the event you wish to unenroll from the Program, the ownership of your enrolled EV in the Program changes, or you move out of Xcel Energy's Colorado service territory. In the event the ownership of your enrolled EV changes or you move out of Xcel Energy's Colorado service territory, your notice must be received by Xcel Energy within 30 days of the change in ownership or the date you move.

5.5. Each EV you enroll in the Program must be separately enrolled. There is no limit on the number of EVs you enroll in the Program.

5.6. If Xcel Energy becomes aware that your EV has changed ownership or that you have moved outside of Xcel Energy's Colorado service territory, without first receiving notice from you, it will be deemed by Xcel Energy as a Customer-initiated withdrawal from the Program.

5.7. If you terminate your participation in the Program prior to October 1 of any year that the Program continues, or if Xcel Energy terminates your participation in the Program because of your failure to adhere to the Program Terms at any time, or upon discovery of any tampering with EV equipment, then Xcel Energy shall have the right to terminate your participation in the Program immediately and discontinue payment of the Participation Reward.

## **6. Limitations**

6.1. Program Terms are subject to change any time. Please visit Xcel Energy's website to determine whether any Program changes have occurred. Any material changes to the Program Terms will be communicated to you by e-mail using the e-mail address provided by you.

6.2. If you enroll more than one eligible EV, you will receive a Participation Reward for each EV that you enroll.

6.3. Xcel Energy reserves the right to modify any and all Program incentives based on future performance, Program modifications, technology upgrades, and changes to Xcel Energy's electrical distribution system. Any such changes will be communicated to Customer by e-mail using the e-mail address provided by the Customer at least thirty (30) days prior to

deployment of such changes.

6.4. You agree not to tamper with the EV, EV data, the charging station, charging station data, or any hardware related to the Program and to restrict access by others attempting to tamper with the EV, EV data, the charging station, charging station data, or Program-related hardware (as applicable). If Xcel Energy or its authorized suppliers or consultants identify any evidence of tampering, you will be removed from the Program.

6.5. You agree to protect and hold harmless Xcel Energy from any and all claims, damages and liability caused by your fault or negligence, or your failure to comply with these Program Terms. If Xcel Energy is made a party (without fault on its part) to any lawsuit or arbitration started by or against you, you agree to protect and hold Xcel Energy harmless, and to pay all costs, expenses and reasonable attorneys' fees incurred or paid by Xcel Energy in connection with that lawsuit or arbitration. You also agree to pay all costs, expenses and reasonable attorneys' fees that Xcel Energy may incur or pay in enforcing this agreement.

6.6. YOUR PARTICIPATION IN THE PROGRAM IS ENTIRELY VOLUNTARY. XCEL ENERGY AND ITS SUPPLIERS AND CONSULTANTS DO NOT ASSUME ANY RESPONSIBILITY FOR YOUR EV, YOUR INABILITY TO USE OR UNAVAILABILITY OF YOUR EV OR ANY DAMAGES TO OR INCURRED BY YOU OR YOUR EV OR CHARGING STATION WHICH MAY RESULT FROM YOUR PARTICIPATION IN THE PROGRAM. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL XCEL ENERGY OR VENDOR BE LIABLE TO YOU FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, AND IN NO EVENT SHALL XCEL ENERGY'S OR ANY OF XCEL ENERGY SUPPLIERS' OR CONSULTANTS' LIABILITY ON ANY CLAIM OF ANY KIND, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE PROGRAM, THESE PROGRAM TERMS, OR FROM PERFORMANCE OR BREACH THEREOF, EXCEED THE TOTAL AMOUNT OF THE PARTICIPATION REWARD.

## **7. Requirements**

7.1. You agree to maintain services needed to participate in the Program at no expense to Xcel Energy. These services may include but are not limited to subscription services with the manufacturer of the enrolled EV to allow communication between the manufacturer and the EV. These services may also include maintenance of a functioning high-speed internet connection that allows your charging station to gather Charging Data. For further information, please communicate with your EV manufacturer.

7.2. You are responsible for maintaining in working order your home or business EV charging or electrical equipment and the participating EV.

7.3. You are responsible for downloading any Program Solution Provider software application required for you to participate in the Program.

7.4. You are responsible for installing any hardware required for you to participate in the Program.

## **8. Program Communications**

You consent to receive communications from Xcel Energy relating to the Program in electronic or text-based form and sent to your email address or phone number provided during enrollment.

## **9. Governing Law; Disputes.**

You and Xcel Energy agree that all disputes arising out of these Program Terms or the Program shall be subject to this Section 9. The internal laws of the State of Colorado, without regard to conflicts of laws provisions, govern the Program and these Program Terms and any action brought with respect to the Program Terms or the Program shall be brought in the courts located in Denver, Colorado.

## **10. General Terms**

Unless indicated otherwise, these Program Terms are between you and Xcel Energy and create no third-party beneficiaries. Unless indicated otherwise, nothing in these Program Terms gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms. You may not assign any rights or delegate any of your responsibilities under these Program Terms, without the prior written consent of Xcel Energy. Any prohibited assignment or delegation shall be null and void. In the event any words, phrases, clauses, sentences or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of the Program Terms, and the remaining provisions of the Program Terms shall be construed consistent with the intent of the parties hereto as closely as possible, and the Program Terms, as reformed, shall be valid, enforceable and in full force and effect. The failure of either party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in these Program Terms shall not be deemed a waiver by that party of any subsequent breach or default in the said terms, conditions, or covenants by the other party. These Program Terms constitute the complete and exclusive understanding of the parties concerning its subject matter. These Program Terms supersede all prior agreements and understandings (whether written or oral) between you and Xcel Energy, with respect to the Program. Those provisions of these Program Terms which would require that they survive termination in whole or part in order to give them full force and effect will survive the termination, regardless of the date, cause or manner of the termination, as well as Xcel Energy's right to retain and use any data collected in connection with the Program.

## **11. Questions**

If you have questions regarding the Program or these Program Terms, email Xcel Energy at [ElectricVehicles@xcelenergy.com](mailto:ElectricVehicles@xcelenergy.com).

