

EV Home Service/Voluntary Electric Vehicle Charger Service Customer Service Agreement

Xcel Energy is excited to offer the Electric Vehicle Home Service to its Minnesota residential rate electric customers.

Xcel Energy will offer Customers installation of home Charging Equipment and enrollment in a Time-of-Use Electric Vehicle rate. The Program is described in more detail in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Minnesota Public Utilities Commission. Unless otherwise defined in the Service Agreement, the definitions, terms, and conditions set forth in the Electric Vehicle Home Service Tariff and/or Voluntary Electric Vehicle Charger Service Tariff, General Rules and Regulations and Rate Schedules are applicable to this Service Agreement, summarized in the following chart, as if fully set forth herein.

EV Home Service Offerings

Rate Options	Customer upfront out-of-pocket expenses	Customer monthly charge for EV Home Service	Services included in monthly charge for EV Service	Monthly usage billed
Bundled Electric Vehicle Home Service Rate Code: A80	•Premises wiring	\$16.48	<ul style="list-style-type: none"> •Charging Equipment and installation •Customer services •Customer accounting •Load monitoring and data management •Maintenance service 	EV charging is billed according to Rate Code A80
Prepay/Installation-Only Electric Vehicle Home Service Rate Code: A81	<ul style="list-style-type: none"> • Charging Equipment and installation • Premises wiring 	\$6.68	<ul style="list-style-type: none"> •Customer services •Customer accounting •Load monitoring and data management •Maintenance service 	EV charging is billed according to Rate Code A81
Bundled Voluntary Electric Vehicle Charger Service Rate Code: A76	•Premises wiring	\$12.09	<ul style="list-style-type: none"> •Charging Equipment 	EV charging is billed according to Rate Code A02 or A04

			and installation •Maintenance service	
Prepay/Installation-Only Voluntary Electric Vehicle Charger Service Rate Code: A77	• Premises wiring • Charging Equipment and installation	\$2.30	•Maintenance service	EV charging is billed according to Rate Code A02 or A04

In order to enroll in the Program, please review these terms and indicate your understanding and agreement below by selecting the appropriate check box on the Program enrollment page at <https://my.xcelenergy.com/MyAccount/s/ev>. Xcel Energy will notify the Customer (a) that the Customer’s eligible Charging Equipment has been installed, and (b) Xcel Energy and the equipment vendor have confirmed that the Charger is operational and activated, by e-mail (the date of the e-mail will be the “Activation Date”).

Definitions

“Electric Vehicle,” defined in Section 169.011, subdivision 26a of Minnesota law, means a motor vehicle that is able to be powered by an electric motor drawing current from rechargeable storage batteries, fuel cells, or other portable sources of electric current, and meets or exceeds applicable regulations in the Code of Federal Regulations, title 49, part 571. Electric vehicles include neighborhood electric vehicles, medium-speed electric vehicles, and plug-in hybrid electric vehicles.

“Charging Equipment, or Charger, or Equipment” means the installed device used to deliver electricity from the Premises Wiring to the electric vehicle, meeting Standard J1772 of the Society of Automotive Engineers International and listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory. This device includes the ungrounded, grounded, and Equipment grounding conductors, the Electric Vehicle connectors, attachment plugs, and all other fittings, devices, power outlets or apparatuses associated with the installed device, but does not include Premises Wiring.

“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. The Customer retains ownership and is wholly responsible for the Premises Wiring, including that it meets all workmanship standards and applicable requirements in the National Electric Code, Minnesota law and Administrative Rules, and local municipal codes.

“Site” means the enclosed garage or other area approved by Xcel Energy on single-family home property, (defined as a detached single home, townhome/rowhouse, or duplex) owned by the Customer.

1. Eligibility and Availability

1.1. To be eligible for the EV Home Service, Customers must:

- have an active Xcel Energy electric service account in Minnesota with no past due bills;

- rent or own a single-family home, defined as a detached single family home, townhome/row house, or duplex, provided that Customers who are renting their dwelling have a separately metered service, are willing to pay for any necessary make-ready infrastructure, and have the building owner's written consent to participate in the EV Home Service;
- represent that the Site is owned by the Customer, is located within Xcel Energy's Minnesota regulated electrical service territory, and corresponds with a Xcel Energy residential electrical account on which the Charger will be installed;
- complete Xcel Energy-approved documentation verifying possession, through ownership or lease, of an electric vehicle as defined in Section 169.011, subdivision 26a of Minnesota law;
- have an approved Charger installed by Xcel Energy, or an authorized third-party independent contractor on its behalf, for the exclusive use of tracking the energy used to charge their electric vehicle;
- have wireless internet ("Wi-Fi") service at Site;
- not be on current Residential EV Service Rate (RATE CODE A08). If participant is already enrolled, they must unenroll for the duration of their participation on the EV Home Service Program;
- not participate in the Time of Use Rate Design Pilot Program. If the Customer is already enrolled, they must unenroll for the duration of their participation in the EV Home Service; and
- not participate in the Company's Net Metering tariffs.

To be eligible for the Voluntary Electric Vehicle Charger Service, Customers must:

- have an active Xcel Energy electric service account in Minnesota with no past due bills;
- rent or own a single-family home, defined as a detached single family home, townhome/row house, or duplex, provided that Customers who are renting their dwelling have a separately metered service, are willing to pay for any necessary make-ready infrastructure, and have the building owner's written consent to participate in the Voluntary Electric Vehicle Charger Service;
- represent that the Site is owned by the Customer, is located within Xcel Energy's Minnesota regulated electrical service territory, and corresponds with a Xcel Energy residential electrical account on which the Charger will be installed;
- complete Xcel Energy-approved documentation verifying possession, through ownership or lease, of an electric vehicle as defined in Section 169.011, subdivision 26a of Minnesota law;
- have an approved Charger installed by Xcel Energy, or an authorized third-party independent contractor on its behalf, for the exclusive use of tracking the energy used to charge their electric vehicle; and
- have Wi-Fi service at Site;
- be on a current Residential Time of Day rate (RATE CODE A02 and A04).

2. Charging Equipment Installation, Maintenance, and Title

- 2.1 Except as provided in Section 2.4 below, Xcel Energy, through its network of authorized third party independent contractors and at its expense, shall provide, install, maintain, repair or replace (collectively the "Work") the Charging Equipment on property owned by the Customer (the "Site"). Xcel Energy shall provide electric utility services to the Customer, and the Customer shall pay for such service consistent with the applicable electric utility tariff in force and effect. Xcel Energy, in Xcel Energy's sole discretion, shall have the right to repair, modify, or replace the Charger at any time during the Term of this Agreement.

- 2.2 Except as provided in Section 2.4 below, upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the Charging Equipment shall remain with Xcel Energy. The Customer shall ensure that any Charger shall not be subject to any lien, security interest or other claim asserted by any creditor of the Customer, and any sale of the Site by the Customer shall not include the Charging Equipment.
- 2.3 Customer shall maintain the connection between the Charging Equipment and an Internet Service Provider via Wi-Fi connection, for the operation of the Charger under this Agreement. Late, incomplete, or inaccurate Charging Equipment usage information will be disregarded where the lack of Wi-Fi service is the cause of the data transmission failure. As a result, for Customers subscribing to the EV Home Service, any actual EV charging during these intervals will be billed at the Customer's current rate and will not be adjusted in any future bills if any EV usage data is subsequently received.
- 2.4 If Customer owns an Electric Vehicle Charger offered by Xcel Energy for the EV Home Service and has proof of purchase of such Charger prior to the launch date of the EV Home Service, Customer may opt to have Xcel Energy install and set up the Customer-owned Charger for participation in the EV Home Service program (the "Installation-Only Service"). Xcel Energy shall provide electric utility services to the Customer, and the Customer shall pay for such service consistent with the applicable electric utility tariff in force and effect. Xcel Energy shall have no ownership and title to the Customer-owned Charger and no obligation to repair, modify, or replace the Charger.

3. Customer's Charging Equipment Obligations and Duties

Throughout the Term of this Agreement:

- 3.1 Customer shall grant to Xcel Energy such access to the Site and sufficient space for locating the Charging Equipment at the Site as may be deemed necessary or desirable by Xcel Energy for the Work. Installations must conform to the Company's specifications.
- 3.2 Customer shall 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.
- 3.3 Until the Charging Equipment (in Xcel Energy's sole discretion) is deemed non-functional or this Agreement is terminated, the Customer hereby consents to and shall permit both Xcel Energy and any underlying equipment manufacturer, vendor or subcontractor to the underlying manufacturer or vendor to access, collect and share with their respective parent, affiliates, subsidiaries and subcontractors all data from the Charger with respect to vehicle charging activity, vehicle usage and technical performance (the "Data") of the vehicle and

Charger. Xcel Energy shall comply with all federal, state, and local laws, as applicable, in the access, collection, and sharing of the Data. In the event the Charger fails to operate or otherwise require repair, the Customer shall promptly notify Xcel Energy.

- 3.4 Customer, Xcel Energy and its authorized equipment manufacturers, vendors, and subcontractors shall comply with all applicable rules and regulations of federal, state or city regulatory agencies relating to the Work and operation of the Charger, including environmental requirements associated therewith.

- 3.5 Customer shall maintain the area surrounding the Charging Equipment and will promptly notify Xcel Energy of any problems related to the Equipment that the Customer becomes aware of. Such maintenance includes, but is not limited to, pavement maintenance, pruning of vegetation, and snow removal. For avoidance of doubt, Customer is not responsible for the ongoing maintenance of the Equipment, itself.

- 3.6 Customer agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.

- 3.7 Customer agrees to provide access and assistance to facilitate random Charging Equipment testing, if selected. Such cooperation may include, but not be limited to, periodic inspection of the Charger and the addition of monitoring hardware or software at Xcel Energy's expense.

- 3.8 Customer agrees to participate in surveys and provide feedback about the Program as well as cooperate with Xcel Energy in fulfilling Xcel Energy's reporting requirements to any federal, state or local regulatory or governing entities.

- 3.9 Customer consents to receive communications from Xcel Energy relating to the Program in electronic form sent to Customer's email address.

- 3.10 If the Customer who has opted into the Bundled Electric Vehicle Home Service or Bundled Voluntary Electric Vehicle Charger Service or Xcel Energy fails to meet any of its obligations under this Agreement, Xcel Energy may remove the Charging Equipment. If the Customer who has opted into the Prepay Electric Vehicle Home Service, Prepay Voluntary Electric Vehicle Charger Service, or Installation-Only Service or Xcel Energy fails to meet any of its obligations under this Agreement, Xcel Energy may move the Customer back to their previous rate.

4. Program Term, Withdrawal, and Termination

- 4.1 This Agreement shall be effective as of the Enrollment Date by both Parties. The Term shall commence on the date when the Charging Equipment is installed, and Xcel Energy and the equipment vendor have confirmed that the Charger is operational. The Agreement shall continue as long as the Customer wishes to use the Equipment.

- 4.2 All fees, rates, and charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. All fees, rates and charges assessed by Xcel Energy under this Service Agreement shall be set forth on the retail electric bill of the Customer and be billed and collected similar to other retail electric charges.

- 4.3 The service hereunder shall be supplied for the Customer's use as provided in the General Rules and Regulations in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. A Copy of such Rules and Regulations and applicable Rate schedules are available from Xcel Energy. Customer will not assign this Agreement except upon written consent of Xcel Energy.

- 4.4 Activations must be completed by Xcel Energy at least 5 business days prior to the start date of the customer's next billing cycle to become effective on that date. If activation is less than 5 days prior, Customer will become effective on the stated date of the Customer's subsequent billing cycle.

- 4.5 If the Customer requests to terminate the Agreement and has been paying the Bundled service customer charge, Customer will have the following options:
 - Customers who have taken service pursuant to this Agreement for at least ten (10) years have the following options:
 - Have the Charging Equipment removed at no cost and move back to their previous rate;
 - Sign a new Customer Agreement and have the Charging Equipment replaced or upgraded; or
 - Purchase the Charging Equipment for an amount equal to the installed cost of the Charging Equipment reduced by ten percent (10%) of the installed costs of the Charging Equipment for each full calendar year between the Charging Equipment's original in-service date and the date of termination of the Agreement.
 - Customers who have taken service pursuant to this Agreement for less than ten (10) years have the following options:
 - Have the Charging Equipment removed for a one-time \$200 fee and move back to their previous rate; or
 - Purchase the Charging Equipment for an amount equal to the installed cost of the Charging Equipment reduced by ten percent (10%) of the installed costs of the

Charging Equipment for each full calendar year between the Charging Equipment's original in-service date and the date of termination of the Agreement.

- Customers who paid for the Equipment upfront and are paying the Prepay service customer charge can elect to have the Company transfer ownership of the Charging Equipment to the customer at no cost and either (i) move back to their previous rate or (ii) move to any EV charging tariff offered by the Company that is compatible with the Charging Equipment already in place or (iii) sign a new Customer Agreement and have the Charging Equipment replaced or upgraded;
- 4.6 If and when a Customer paying the bundled service customer charge requests termination of the Agreement, then following notification from the Customer to Xcel Energy advising Xcel Energy of the Customer's intent to withdraw and have the Charging Equipment removed, Xcel Energy or a Xcel Energy third party independent contractor shall remove and take possession of the Charging Equipment within sixty (60) days of Customer's notification, and this Agreement shall be terminated upon such removal; if a Customer paying the bundled service customer charge requests to purchase the Charging Equipment, this Agreement shall be terminated upon Xcel Energy's receipt of payment for the Charging Equipment. If and when a Customer paying the prepay service customer charge requests termination of the Agreement, the Company will either replace, upgrade, or transfer ownership of the Charging Equipment to the Customer, as appropriate based on the Customer's election pursuant to Section 4.5 of this Agreement, within sixty (60) days of Customer's notification, and this Agreement shall be terminated at such time. Xcel Energy or its authorized third party independent contractor's removal and possession of the Charging Equipment shall not include any removal or possession of Premises Wiring. All such ancillary hardware will be disconnected by Xcel Energy or its authorized third party independent contractor and left in place at the Site.
- 4.7 If, due to a physical relocation of the Site within Xcel Energy's regulated service territory, the Customer requests to relocate the Charging Equipment (but not to terminate the Agreement), then following at least a sixty (60) days' notification from the Customer to Xcel Energy advising Xcel Energy of the Customer's relocation request, the Customer shall thereafter exclusively utilize Xcel Energy's third party independent contractor to install a Charger at the new location at Customer's sole expense. Any removal and/or relocation of the Charger at the original site shall be determined solely by Xcel Energy, utilizing Xcel Energy's third party independent contractor. In both cases, this Agreement shall remain in effect for the remainder of the Term. The Customer acknowledges that failure to utilize Xcel Energy's third party independent contractor for Charging Equipment installations or relocations under this Section 4.7 may result in voiding any equipment warranty and/or maintenance support that may transfer to the Customer at the end of the Term.
- 4.8 Xcel Energy, in its sole discretion, may terminate the Agreement at any time, in which case Xcel Energy will provide Customers paying the bundled service customer charge with sixty (60) days' prior written notice of its intent to terminate the Agreement and remove the Charging Equipment. For Customers paying the prepay service customer charge, Xcel Energy will provide the Customers with sixty (60) days' prior written notice of its intent to terminate the Agreement and transfer ownership of the Charging Equipment to the Customer

at no cost. For Customers using the Installation-Only Service, Xcel Energy will provide the Customers with sixty (60) days' prior written notice of its intent to terminate the Agreement. The Customers may continue using the Charging Equipment after termination, before it is transferred or removed, as applicable.

5. Title to Equipment and Data

- At all times under this Agreement where Xcel Energy shall own and maintain title to the Charging Equipment, the Customer shall not make any alterations, changes or modifications to the Charger without first securing prior written permission from Xcel Energy and/or any applicable underlying manufacturer. All rights, title and interest in the Equipment Data and related information collected from the Equipment shall also immediately vest in Xcel Energy.

Xcel Energy shall therefore have the right to use, copy, and distribute such Data and information as necessary and helpful to evaluate electric vehicles and electric vehicle support equipment and for any other Xcel Energy business purpose. To the extent applicable, Xcel Energy shall indemnify and hold harmless the Customer from any and all claims whatsoever for the use and distribution of said Data.

6. Insurance Coverage

- Customer shall have 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. Customer agrees that Xcel Energy selfinsures against any loss or damage which could be covered by a commercial general public liability insurance policy and or a property policy. **Customer shall give written notice of this mutual waiver to each insurance company which issues insurance policies to Customer with respect to the items covered by this waiver, and shall have Customer's 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.**

7. Indemnification

- To the extent permitted by applicable law (but except to the extent waived in Section 10 below), 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.

8. Warranty

- 9.1 Xcel Energy warrants that Charging Equipment work performed by Xcel Energy's network of authorized Third party independent contractors will be free from defects in materials and workmanship during the Term of the Agreement.

In the event that any Charging Equipment work performed is found to be defective in either materials or workmanship, Xcel Energy shall repair or replace such defective Equipment or work. The repair or replacement of such defective work is Customer's sole and exclusive remedy under this warranty for any failure of Xcel Energy to comply with Xcel Energy's Warranty Obligations, and Xcel Energy expressly disclaims any and all other warranties including any warranties of merchantability or fitness for a particular purpose, whether expressed or implied. For avoidance of doubt, repair, or replacement of non-conformities in the manner and for the period of time provided above shall constitute Xcel Energy's sole liability and the Customer's exclusive remedy for failure of Xcel Energy to meet Xcel Energy's warranty obligations, whether any claims of host are based in contract, in tort (including negligence or strict liability), or otherwise.

9. Limits of Liability

A. 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 agreement; ii) any claims or causes of action that arise or are alleged to have arisen as a result of any required space ventilation not made known in writing to Xcel Energy or Xcel Energy's authorized third party independent contractor in writing prior to any work; iii) any damages arising or alleged to have arisen from any electrical malfunction or the repair or replacement of such malfunctioning items; or iv) any environmental claims, damage or causes of action.

B. Under no circumstances will Xcel Energy or any Xcel Energy authorized third party independent contractor be held liable to Customer 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 or any vehicle of any nature, any Charging Equipment or associated equipment infrastructure when applicable codes or standards prohibit the installation or use of such vehicle or Equipment. Xcel Energy will not pay for any costs incurred or damages sustained by customer for purchasing any vehicle or Equipment or otherwise in reliance upon Xcel Energy being able to provide a Charger to customer. Notwithstanding anything set forth in this agreement to the contrary, under no circumstances shall Xcel Energy's total liability under this agreement exceed the total cost of the Charging Equipment plus installation costs made by Xcel Energy under this agreement. This section shall survive the termination of this agreement.

10. Miscellaneous Provisions

A. Compliance with Laws. Performance under this Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction, including compliance with the Americans With Disabilities Act, as amended, if Customer is offering the Charging Equipment to the general public.

B. Assignment. This Agreement shall not be assigned except with the prior written consent of all parties hereto. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the parties.

C. Status of Parties. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render Xcel Energy and Customer liable as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.

D. Severability. If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either party, Xcel Energy and Customer shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.

E. Governing Law. This agreement shall be governed by the laws of the state of Minnesota, except that the Minnesota conflict-of-law provisions shall not be invoked in order to apply the laws of any other state or jurisdiction.

F. Dispute Resolution. If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the services performed pursuant to the Agreement, Customer may call the Xcel Energy Representative identified in Section 12 below during call center hours Monday-Friday 7 a.m. to 7 p.m. If further follow-up is required, Customer shall provide Xcel Energy with written notice explaining the dispute and associated documentation. Xcel Energy will consider all disputes and respond within fifteen (15) days of receiving notice of a dispute. In the event Customer is dissatisfied with the resolution of the dispute, Customer has the right to file an informal or formal complaint with the Commission by contacting the Minnesota Public Utilities Commission. Xcel Energy will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.

G. Public Communication. Customer agrees to cooperate with Xcel Energy in maintaining good community relations. Xcel Energy will issue all public statements, press releases, and similar publicity concerning the Charging Equipment and the Work (including its progress, completion and characteristics). Customer shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of Xcel Energy.

H. Non-waiver. 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 Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by Xcel Energy in writing.

I. Merger. This Agreement embodies the entire agreement between Xcel Energy and Customer. 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 Agreement are valid or binding unless agreed to by the Parties in writing and signed by their authorized agents.

J. Privacy Law. Customer further acknowledges and agrees that Customer is knowingly consenting to and authorizing: i) Xcel Energy to release and share Customer's name, address, telephone number, charging data and any charging or electrical usage patterns concerning the Work with Xcel Energy's authorized third party independent contractors, in order for the authorized third party independent contractors to provide the Charging Equipment to Customer; and ii) Xcel Energy's authorized third party independent contractors to retain all of the aforementioned Customer data (following any transfer of Charging Equipment ownership from Xcel Energy to Customer) for all equipment warranty and maintenance support obligations only.

K. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 6 (Title To Equipment And Data); Section 7 (Insurance Coverage); Section 8 (Indemnification); Section 9 (Warranty); Section 10 (Limits of Liability); Section 11 (a) (Compliance With Laws) and Section 11 (j) (Privacy Law).

11. Questions

If you have questions regarding these Program terms, please call 1-800-895-4999.